
RULE OF THE CHAMBER

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

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

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

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

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

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

**AGENDA - CITY COUNCIL REGULAR MEETING
MONDAY, APRIL 18, 2011
7:30 P.M.**

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. PROCLAMATION.

67 Earth Day – April 30, 2011

V. PRESENTATION.

Presentation by John Patterson, President/CEO, Monroe County Convention & Tourism Bureau regarding the 2011 Jazz Festival.

Presentation by Bob Vergeils, Monroe Public Schools, regarding the Educational Technology Millage.

VI. PUBLIC HEARING.

47 Public hearing for the purpose of reviewing and hearing comments on proposed Ordinance No. 11-002, an ordinance to adopt the Fiscal Year 2011-2012 Budget for the City of Monroe. There are no comments on file in writing in the Clerk-Treasurer's Office.

53 Public hearing to hear public comments on the special assessment roll for the expenses of demolition where the owners have failed to pay for same. There are no comments on file in writing in the Clerk Treasurer's Office.

54 Public hearing to hear public comments on the special assessment roll for the expenses of blight removal fees where the owners have failed to pay for same. There are no comments on file in writing in the Clerk Treasurer's Office.

55 Public hearing to hear public comments on the special assessment roll for the expenses of weed and grass cutting where the owners have failed to pay for same. There are no comments on file in writing in the Clerk Treasurer's Office.

56 Public hearing to hear public comments on the special assessment roll for the expenses of sidewalk repair fees where the owners have failed to pay for same. There are no comments on file in writing in the Clerk Treasurer's Office.

57 Public hearing to hear public comments on the special assessment roll for the expenses of rental property inspection fees where the owners have failed to pay for same. There are no comments on file in writing in the Clerk Treasurer's Office.

58 Public hearing to hear public comments on the special assessment roll for the expenses of snow removal fees where the owners have failed to pay for same. There are no comments on file in writing in the Clerk Treasurer's Office.

VI. COUNCIL ACTION.

47 Proposed Ordinance No. 11-002, an ordinance to adopt the Fiscal Year 2011-2012 Budget for the City of Monroe, up for its final reading.

68 Communication from the Director of Economic & Community Development, submitting proposed Ordinance 11-003, an Ordinance to amend Section 720-34 – C-1, Local Commercial District, of the Codified Ordinances of the City of Monroe, MI.

Proposed Ordinance No. 11-003, up for its first reading and recommending that the public hearing be set for Monday, May 2, 2011.

69 Communication from the Director of Economic & Community Development, submitting proposed Ordinance 11-004, an Ordinance to amend certain sections of Chapter 720, Zoning, of the Code of the City of Monroe regarding the regulation of Satellite Dish Antennas.

Proposed Ordinance No. 11-004, up for its first reading and recommending that the public hearing be set for Monday, May 2, 2011.

70 Communication from the Mayor's Office, submitting a proposed resolution to declare support of renewing the Monroe County Educational Technology Millage for the Monroe County Intermediate School District, and recommending the resolution be adopted.

71 Communication from the City Manager, submitting proposed Ordinance 11-005, an Ordinance to amend Chapter 41, Departments, of the Code of the City of Monroe by the establishment of Article VI, Division of Public Safety.

Proposed Ordinance No. 11-005, up for its first reading and recommending that the public hearing be set for Monday, May 2, 2011.

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

A. Approval of the minutes of the Work Session held on Tuesday, March 22, 2011, the minutes of the Special Meeting held on Wednesday, March 23, 2011, the minutes of the Work Session held on Wednesday, March 23, 2011, the minutes of the Regular Meeting held on Monday, April 4, 2011, and the minutes of the Work Session held on Monday, April 4, 2011.

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

72 East Elm Avenue Resurfacing Funding contract with MDOT.

1. Communication from the Director of Engineering & Public Services, submitting a proposed resolution delineating the terms of the agreement between the City of Monroe and MDOT for the East Elm

- Avenue Resurfacing Funding Contract, and recommending that the attached resolution be approved, and that the local share of the costs be appropriated as detailed in the financial information below.
2. Supporting documents.
 3. Action: Accept, place on file and the resolution be adopted.
- 73 Parks Ball Field Maintenance and Custodial Services Contracts for 2011 Season Bids.
1. Communication from the Director of Engineering & Public Services, reporting back on bids received for the Parks Ball Field Maintenance and Custodial Services contracts for the 2011 season, and recommending that both the Ball Field Maintenance contract for an estimated amount of \$18,575 and the Custodial Services contract for an estimated amount of \$32,970 be awarded to World Class Landscaping & Contracting, Inc., and further recommending that authorization be given to exceed these contractual amounts if programming needs dictate, within the budgetary limitations of each line item, and finally recommending that the Mayor and Clerk-Treasurer be authorized to execute the contracts on behalf of the City.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 74 Network Server Purchase Approval.
1. Communication from the Finance Director, submitting a request to replace computer network server equipment, and recommending that Council approve a purchase order to be issued to Dell Corporation in the amount of \$9,197.70 for the purchase of two network servers.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 75 GovDeals Online Auction Memo Understanding.
1. Communication from the Finance Director, submitting a Memo of Understanding with GovDeals Online Auction, and recommending that Council approve entering into the Online Auction Memo of Understanding with GovDeals as recommended with the City Attorney to approve the final version of the memo.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 76 Surplus Property Online Auction Approval.
1. Communication from the Finance Director reporting back on two City owned ambulances which were put out for bid in December 2010 but did not generate bids that met the minimum bid prices, and recommending that Council approve the Finance Department to attempt to sell a 2004 City owned ambulance via online auction with the minimum bid price and process as described in this fact sheet.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 77 Assessment Roll – Weeds and Grasses.
1. Communication from the Clerk-Treasurer, submitting a proposed resolution authorizing the City Assessor to spread the special assessment roll for the expenses of cutting weeds and grasses on the 2011 summer tax roll, and recommending that the resolution be adopted and the charges be placed on the Summer 2011 Tax Roll.
 2. Supporting documents.
 3. Action: Accept, place on file and the resolution be adopted.

- 78 Assessment Roll – Sidewalk Repair.
1. Communication from the Clerk-Treasurer, submitting a proposed resolution authorizing the City Assessor to spread the special assessment roll for the expenses of sidewalk repair on the 2011 summer tax roll, and recommending that the resolution be adopted and the charges be placed on the Summer 2011 Tax Roll
 2. Supporting documents.
 3. Action: Accept, place on file and the resolution be adopted.
- 79 Assessment Roll – Rental Property.
1. Communication from the Clerk-Treasurer, submitting a proposed resolution authorizing the City Assessor to spread the special assessment roll for the expenses of rental property inspection fees on the 2011 summer tax roll, and recommending that the resolution be adopted and the charges be placed on the Summer 2011 Tax Roll.
 2. Supporting documents.
 3. Action: Accept, place on file and the resolution be adopted.
- 80 Assessment Roll – Demolition Fees.
1. Communication from the Clerk-Treasurer, submitting a proposed resolution authorizing the City Assessor to spread the special assessment roll for the expenses of demolition fees on the 2011 summer tax roll, and recommending that the resolution be adopted and the charges be placed on the Summer 2011 Tax Roll.
 2. Supporting documents.
 3. Action: Accept, place on file and the resolution be adopted.
- 81 Assessment Roll – Blight Removal.
1. Communication from the Clerk-Treasurer, submitting a proposed resolution authorizing the City Assessor to spread the special assessment roll for the expenses of blight removal on the 2011 summer tax roll, and recommending that the resolution be adopted and the charges be placed on the Summer 2011 Tax Roll.
 2. Supporting documents.
 3. Action: Accept, place on file and the resolution be adopted.
- 82 Assessment Roll – Snow Removal.
1. Communication from the Clerk-Treasurer, submitting a proposed resolution authorizing the City Assessor to spread the special assessment roll for the expenses of snow removal on the 2011 summer tax roll, and recommending that the resolution be adopted and the charges be placed on the Summer 2011 Tax Roll.
 2. Supporting documents.
 3. Action: Accept, place on file and the resolution be adopted.
- 83 Monroe Police Department / Cost Recovery Corp.
1. Communication from the Chief of Police, submitting a request to terminate the Cost Recovery Services Agreement with Cost Recovery, Corp. by, giving 30 day's notice of termination, and recommending that the Cost Recovery Services Agreement be terminated.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.

84 SDM License Request – 1509 E. Front Street, Monroe, MI.

1. Communication from the City Manager's Office, reporting back on a request from Tina Hardy for a new SDM License to be located at 1509 East Front Street, Monroe, MI, 48161, Monroe County, and recommending that Council approve this request contingent upon all buildings code deficiencies being met as outlined by the administration, payment of personal property taxes, and that the City Manager be authorized to approve the request after a final inspection by the Building Department has occurred.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

VIII. MAYOR'S COMMENTS.

IX. CITY MANAGER COMMUNICATION.

X. COUNCIL COMMENTS.

XI. CITIZEN COMMENTS

XII. ADJOURNMENT.

PROCLAMATION

- WHEREAS,** Earth Day is a day to bring awareness and appreciation for the Earth's natural environment; and
- WHEREAS,** a sound natural environment is the foundation of a healthy society and a robust economy; and
- WHEREAS,** the first Earth Day observance in 1970 led to the creation of the U.S. Environmental Protection Agency and the passage of the Clean Air, Clean Water, and Endangered Species Act; and
- WHEREAS,** in recognition of the power of millions of individual actions, Earth Day 2011 is being organized around *A Billion Acts of Green®*: a campaign to record commitments by individuals to commit at least one act that would reduce carbon emissions and support sustainability; and
- WHEREAS,** more than one billion people in 175 countries will participate in taking action for Earth Day 2011; and
- WHEREAS,** local communities can do a great deal to reverse environmental degradation and contribute to building a healthy society by *Going Green* and finding new ways to conduct business more efficiently and environmentally friendly; and
- WHEREAS,** a few local initiatives include green schools and education, the Arthur Lesow farm stand project; the River Raisin Heritage Bike Trail, the Fresh River Raisin dam remediation project, the solar panel project at MCCC, and
- WHEREAS,** this Mayor and City Council are extremely proud and honored to share in this celebration observing Earth Day and would like to thank the County of Monroe, the Sisters, Servants of the IHM, DTE Energy Foundation, City of Monroe, Global Engine Manufacturing Alliance, Neon Goldfish Marketing Solutions, Ventower, Michigan Gas Utilities, Applewood Orchards, Culligan Water Conditioning, Monroe Bank and Trust, and the Monroe County Library System for sponsoring Earth Day 2011.

NOW, THEREFORE, I, Robert E. Clark, Mayor of the City of Monroe, with the full support of City Council, do hereby proclaim April 30, 2011, as "**EARTH DAY**" in Monroe, and we encourage all residents and businesses to participate in Earth Day activities and join in protecting our planet ensuring clean air and water for all generations to come.

IN WITNESS WHEREOF, We have hereunto set our hands and caused the Seal of the City of Monroe to be affixed this 18th day of April 2011.

Council Members:

Robert E. Clark, Mayor

Jeffery A. Hensley, Precinct 1

Edward F. Paisley, Precinct 2

Christopher M. Bica, Precinct 3

Jeremy J. Molenda, Precinct 4

Mary V. Conner, Precinct 5

Brian P. Beneteau, Precinct 6



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Amendment to Section 720-34 - C-1, Local Commercial District - Proposed Ordinance 11-003

DISCUSSION: The Citizens Planning Commission (CPC) recently initiated review of Section 720-34 of the Codified Ordinances of the City of Monroe through the Planning Office. Section 720-34 deals with the C-1, Local Commercial District. It was recently discovered that this zoning district did not allow churches as either permitted or special uses. In contrast, churches are allowed as special uses in the R-1A, R-1B, and R-1C residential districts; in the R-2, Two-Family, and RM, Multiple Dwelling, residential districts; in the C-O, Office District; the C-2, General Commercial District; and the CBD, Central Business District - essentially districts that have uses both more and less intense than the Local Commercial District. A review of the C-1, Local Commercial Districts, also reveals that several churches can be found existing in this zoning designation today.

After investigation, the Planning Office has determined that the inconsistency appears to be simply an oversight that occurred during the writing and adoption of the current Zoning Code. These findings were brought to the Citizens Planning Commission and on April 6, 2011, the Planning Commission held a public hearing and reviewed language for the proposed amendment to the C-1, Local Commercial District.

The Citizens Planning Commission voted unanimously to recommend that City Council adopt the proposed ordinance amendment, which would allow churches in the C-1, Local Commercial District, as special uses (see attached). The Department of Economic & Community Development concurs with the Citizens Planning Commission and further recommends that City Council establish Monday, May 2, 2011, as the public hearing date and second reading for proposed Ordinance 11-003.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: May 2, 2011

REASON FOR DEADLINE: Pending project application

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Department of Economic & Community Development

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Department of Economic & Community Development and Building Department

FINANCES

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: Jeffrey Green, AICP, City Planner / Historic Preservation Officer **DATE:** 4.12.11

REVIEWED BY: Dan Swallow, AICP, Director of Economic & Community Development **DATE:** 4.12.11

COUNCIL MEETING DATE:

Dan Swallow

ORDINANCE 11-003

1 An Ordinance to amend § 720-34, C-1, Local Commercial District, of the Code of the
2 City of Monroe.

3 **THE CITY OF MONROE ORDAINS:**

4 SECTION 1. AMENDMENT OF § 720-34, C-1, LOCAL COMMERCIAL DISTRICT

5 § 720-34, Local Commercial District, shall be amended to read as follows:

6 **§ 720-34. C-1 Local Commercial District.**

7 A. Intent. The C-1 Local Commercial District is intended to provide retail, business and
8 service uses which are needed to serve the nearby residential areas.

9 B. Permitted uses.

10 (1) Retail establishments:

11 (a) General retail establishments, operated within an enclosed building, having up to
12 10,000 square feet of gross floor area per tenant.

13 (2) Professional and other offices:

14 (a) Banks, credit unions, savings and loan associations and similar uses, without
15 drive-through facilities and without drive-up twenty-four-hour electronic banking
16 machines.

17 (b) Offices for administrative, professional, real estate, legal, accounting, writing,
18 clerical, stenographic, drafting and sales uses.

19 (c) Offices of physicians, dentists, optometrists, chiropractors, psychiatrists,
20 psychologists, veterinarians and similar or allied professionals, including medical
21 clinics, urgent medical care centers and accessory pharmacies.

22 (3) Public/quasi-public facilities:

23 (a) Publicly owned libraries, parks, parkways and recreational facilities; private
24 parks; and public and quasi-public uses such as municipal buildings, court
25 buildings, community centers, civic centers and post offices.

26 (b) Accessory essential public services and structures, excluding buildings and
27 storage yards.

28 (4) Dining, drinking and reception facilities:

29 (a) Restaurants, including carry-out (accessory lounges are permitted; bars/taverns
30 and lounges are listed as a special land use). Restaurants with outdoor seating
31 shall also meet the standards of Chapter 870 of the Business Regulation and
32 Taxation Code. Editor's Note: Chapter 870, Sidewalk Cafes, of the 1995 Codified
33 Ordinances of Monroe, was repealed 3-2-2009 by Ord. No. 09-002. See now
34 § 720-61, Sidewalk cafe service.

35 (5) Studios and private schools for business, art, dance, music, photography, theater and
36 taxidermy.

37 (6) Personal service:

38 (a) Personal service establishments.

39 (b) Fitness centers and health clubs.

40 ~~(7) Accessory reception antennas, including satellite dishes on the ground or on a roof,~~
41 ~~when meeting the standards of § 720-139 and when screened from view by the~~
42 ~~public.~~

43 ~~(8)~~ Accessory uses, buildings and structures customarily incident to the above uses, as
44 described in § 720-115.

45 C. Special uses.

46 (1) Retail establishments:

- 47 (a) General retail establishments, operated within an enclosed building, having
48 between 10,000 and 65,000 square feet of gross floor area per tenant.
- 49 (b) Large-scale retail establishments (an establishment with over 65,000 square feet)
50 according to the standards of § 720-72.
- 51 (2) State-licensed day-care facilities meeting the standards of § 720-65:
- 52 (a) Child day-care centers.
- 53 (b) Adult day-care centers.
- 54 (3) Professional and other offices:
- 55 (a) Banks, credit unions, savings and loan associations and similar uses with drive-
56 through facilities and drive-up twenty-four-hour electronic banking machines.
- 57 (4) Lodging facilities:
- 58 (a) Boardinghouses, including nonprofit organizations which provide meals or offer
59 new or used goods for sale.
- 60 (b) Bed-and-breakfast inns which also meet the standards of § 720-59.
- 61 (5) Public/quasi-public facilities:
- 62 (a) Publicly owned buildings, including but not limited to telephone exchanges,
63 transformer stations, and substations with service yards, but excluding storage
64 yards.
- 65 (b) Churches, temples and other places of worship.
- 66 (6) Upper-story residential dwelling units.
- 67 (7) Dining, drinking and reception facilities:
- 68 (a) Restaurants with drive-through or drive-in service, subject to the standards of
69 § 720-60, or restaurants with a liquor license.
- 70 (8) Personal service:

- 71 (a) Funeral homes and mortuary establishments, subject to § 720-76.
- 72 (9) Uses of the same nature or class as the majority of uses listed in this district as either
73 a permitted use or a special land use, but not listed elsewhere in this chapter, as
74 determined by the Citizens Planning Commission following a public hearing. The
75 determination shall be based on the standards of § 720-136.
- 76 (10) Accessory uses, buildings and structures customarily incidental to an approved
77 special land use shall be included with the special land use permit. However, a
78 separate special land use permit shall be required for any use or storage of hazardous
79 materials.

80 SECTION 2. REPEALER.

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

83 SECTION 3. SAVINGS CLAUSE.

84 All proceedings pending and all rights and liabilities existing, acquired or incurred under §
85 720-34 of the Code of the City of Monroe at the time this Ordinance takes effect are saved and may
86 be consummated according to the law in force when they are/were commenced.

87 SECTION 4. SEVERABILITY.

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

91 SECTION 5. EFFECTIVE DATE.

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



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Regulations and Standards for Satellite Dish Antennas in Residential, Commercial and Industrial Districts - Proposed Ordinance 11-004

DISCUSSION: In late 2010, the Planning Office was contacted by eScapes, a television production company interested in locating in the City of Monroe. The company was inquiring about regulations and standards for siting what are commonly referred to as satellite dish antennas in the downtown central business district. Upon investigation, the Planning Office noted that the Zoning Code addresses only satellite dish antennas used for residential television reception (such as DirectTV or the DISH Network). The department initiated further discussions with company representatives and began investigating how other communities handled similar requests for satellite dish antennas. The Planning Office proposed a six-month period to carry out research and prepare ordinance language that would amend the current statute. Also during this six-month period, the Administrative Site Plan Review Committee approved a temporary location for the company's transmission antenna. This allowed eScapes to continue moving forward with their plans and even begin broadcasting. It should be noted that the satellite dish antenna currently in use is temporary and that the permanent antenna will be smaller and located on the roof at 25 S. Monroe Street.

The proposed ordinance amendments provide for locating satellite dish antennas in commercial and industrial districts with specific requirements regarding placement, size and screening. For example, the proposed standards require that any satellite dish antenna cannot extend more than 5 feet above the roof height and it must be set back at least 15 feet from a primary elevation. The proposed ordinance also requires administrative site plan review for any new installations of antennas to guard against unforeseen circumstances.

On April 6, 2011, the Citizens Planning Commission held a public hearing and reviewed language for proposed Ordinance 11-004, which would amend Chapter 720 of the Codified Ordinances of the City of Monroe, and specifically Sections 720-139, Satellite Dish Antennas, and 720-35 (11), General Commercial District [deleting a reference to accessory reception antennas within this district] .

The Citizens Planning Commission voted unanimously to recommend that City Council adopt the proposed ordinance amendment (see attached). The Department of Economic and Community Development concurs with the action taken by the Citizens Planning Commission and further recommends that City Council establish Monday, May 2, 2011, as the public hearing date and second reading for proposed Ordinance 11-004.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: May 2, 2011

REASON FOR DEADLINE: Six-month review time

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: The Planning Office - Department of Economic & Community Development

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Department of Economic & Community Development and Building Department

FINANCES

COST AND REVENUE PROJECTIONS:

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: Jeffrey Green, AICP, City Planner / Historic Preservation Officer

DATE: 4.12.11

REVIEWED BY: Dan Swallow, AICP, Director of Economic & Community Development

DATE: 4.12.11

COUNCIL MEETING DATE: *Don't know*

ORDINANCE 11-004

1 An Ordinance to amend certain sections of Chapter 720, Zoning, of the Code of the City
2 of Monroe regarding the regulation of Satellite Dish Antennas.

3 **THE CITY OF MONROE ORDAINS:**

4 SECTION 1. AMENDMENT OF § 720-139, SATELLITE DISH ANTENNAS

5 § 720-139, Satellite dish antenna, shall be amended to read as follows:

6 **§ 720-139. Satellite dish antennas.**

7 Satellite dish antennas are permitted in all zoning districts subject to the following
8 requirements.

9 A. Residential Uses / Residential Districts.

10 Television satellite dish antennas shall be subject to the following requirements when
11 being installed or constructed in any residential zoning district:

12 ~~A. (1) Satellite dishes shall be considered accessory structures and must comply with all~~
13 ~~yard and height requirements in this chapter.~~

14 ~~B. (2) No satellite dish that exceeds two feet in diameter shall be constructed or installed~~
15 ~~on any roof area in any residential district.~~

16 ~~C. (3) No satellite dish antenna, including any platform or structure upon which the~~
17 ~~antenna is mounted, shall extend more than three feet above the highest portion of~~
18 ~~a roof.~~

19 ~~D. (4) Ground mounted satellite dish antennas, including any platform or structure to~~
20 ~~which it is attached, shall not exceed six (6) feet in height.~~

21 ~~E. (5) The satellite dish antenna shall be permanently attached to a foundation or~~
22 ~~structure.~~

23 (6) No part of the satellite dish antenna shall exhibit any commercial advertising
24 other than a name or symbol not exceeding two square feet.

25 B. Commercial Uses / Non-Residential Districts.

26 Commercial satellite dish antennas, either for reception or transmission, shall be subject
27 to the following requirements when being installed or constructed in any commercial or
28 industrial zoning districts, more specifically identified as CBD, C-O, C-1, C-2, I-1, and I-2. All
29 applications for commercial satellite dishes/antennas whether permanent or temporary shall be
30 reviewed and approved by the Administrative Site Plan Review Committee.

31 (1) Permanent uses.

32 (a) Satellite dish antennas must comply with all building height and setback
33 requirements in this chapter.

34 (b) Satellite dish antennas located in CBD, C-O, C-1, or C-2 zoning districts
35 must be located on a building. Satellite dishes/antennas located in I-1 or I-
36 2 zoning districts may be located on buildings or mounted on the ground.

37 (c) Satellite dish antennas shall not be mounted on the side of a building that
38 faces a public right-of-way or public street.

39 (d) The satellite dish antenna shall be attached to a foundation or structure.

40 (e) There are no restrictions regarding the size of a satellite dish antenna
41 provided the structure does not extend more than five (5) feet above roof
42 height and is not within fifteen (15) feet of the rooftop edge of a primary
43 elevation. Ground mounted satellite dish antennas are subject to § 720-
44 115, Accessory Buildings, Structures and Uses, regarding height and
45 setback. Antennas are to be screened from view by the public, with the

46 Administrative Site Plan Review Committee having final approval of any
47 landscaping/screening plan.

48 (e) No part of the satellite dish antenna shall exhibit any commercial
49 advertising other than a name or symbol not to exceed two (2) square feet.

50 (2) Temporary Uses.

51 As there may be instances where a temporary satellite dish antenna is necessary or
52 beneficial in the zoning districts indicated below, the following requirements and
53 restrictions shall apply:

54 (a) Temporary satellite dish antennas may be allowed in the CBD, C-O, C-1,
55 C-2, I-1, or I-2 districts.

56 (b) The location and any requirements relating to landscaping, screening, or
57 security will be at the sole discretion of the Administrative Site Plan
58 Review Committee (ASPRC).

59 (c) A temporary use may be allowed for up to six (6) months, with the option
60 of a six (6) month extension at the discretion of the ASPRC.

61 SECTION 2. AMENDMENT OF § 720-35, C-2 GENERAL COMMERCIAL DISTRICT.

62 § 720-35, C-2 General Commercial District, shall be amended to read as follows:

63 **§ 720-35. C-2 General Commercial District.**

64 A. Intent. The C-2 General Commercial District is intended to provide the widest variety of
65 commercial businesses to meet the needs of the citizens and businesses in the Monroe
66 area and the needs of motorists along the expressway, Telegraph Road, Monroe Street
67 and other streets accommodating large volumes of through traffic. The C-2 District is
68 intended to provide areas for both convenience and comparison-shopping goods. Uses

69 permitted in the C-2 District are generally characterized by higher traffic generation,
70 larger parking areas and larger building size than commercial uses permitted in the C-O,
71 C-1 or CBD District. Uses which are considered to generate particularly high traffic
72 volumes or other external impacts are treated as special land uses to ensure that the
73 requested locations are appropriate for such uses.

74 B. Permitted uses.

75 (1) Retail establishments:

76 (a) General retail establishments operated within an enclosed building and
77 shopping centers having up to 65,000 square feet of gross floor area per
78 tenant.

79 (b) Home improvement centers with up to 65,000 square feet of gross floor
80 area.

81 (c) Rental establishments, such as those renting bicycles and/or household
82 equipment, when all storage and display are contained within the building.

83 (2) Professional and other offices:

84 (a) Banks, credit unions, savings and loan associations and similar uses, with
85 or without drive-through facilities and twenty-four-hour electronic
86 banking machines.

87 (b) Offices for administrative, professional, real estate, legal, accounting,
88 writing, clerical, stenographic, drafting and sales uses and medical offices,
89 including medical clinics and urgent medical care centers.

90 (3) Public/quasi-public facilities:

- 91 (a) Publicly owned libraries, parks, parkways, recreational facilities, court
92 buildings, post offices, community centers, civic centers and municipal
93 buildings.
- 94 (b) Accessory essential public services and structures, excluding buildings
95 and storage yards.
- 96 (c) Indoor recreation centers when a minimum of 100 feet from a residential
97 zoning district or use.
- 98 (4) Automotive facilities:
- 99 (a) Minor automobile repair establishments.
- 100 (5) Personal service:
- 101 (a) Personal service establishments performing on-site services.
- 102 (b) Service establishments of an office, showroom or workshop nature which
103 are occupied by an electrician, decorator, dressmaker, tailor, baker, painter
104 or upholsterer or which are for the purpose of radio or home appliance
105 repair, plumbing, heating and cooling, glass and photographic
106 reproduction, and similar establishments.
- 107 (6) Dining, drinking and reception facilities:
- 108 (a) Restaurants, including those with carry-out (accessory lounges are
109 permitted; bars/taverns and lounges are a special land use). Restaurants
110 with outdoor seating shall also meet the standards of Chapter 870 of the
111 Business Regulation and Taxation Code. Editor's Note: Chapter 870,
112 Sidewalk Cafes, of the 1995 Codified Ordinances of Monroe, was

113 repealed 3-2-2009 by Ord. No. 09-002. See now § 720-61, Sidewalk cafe
114 service.

115 (b) Banquet halls.

116 (7) Private clubs, fraternal halls and union halls.

117 (8) Lodging facilities:

118 (a) Hotels/motels with a minimum of 250 square feet of floor area per room.

119 (9) Studios and private schools for business, art, dance, music, photography, theater
120 and taxidermy.

121 (10) Nursing and convalescent homes and senior housing according to § 720-74.

122 ~~(11) Accessory reception antennas, including satellite dishes on the ground or on a~~
123 ~~roof, when meeting the standards of § 720-139 and when screened from view by~~
124 ~~the public.~~

125 (121) Accessory uses, buildings and structures customarily incidental to the above uses,
126 as described in § 720-115. Temporary or seasonal outdoor sales and display are
127 permitted as an accessory use within 10 feet of the building if they do not obstruct
128 parking, vehicle or pedestrian circulation aisles or fire access. Any other
129 temporary sales or display shall be according to § 720-137.

130 C. Special uses.

131 (1) Retail establishments:

132 (a) Large-scale retail establishments according to the standards of § 720-72.

133 (b) Home improvement centers with over 65,000 square feet of gross floor
134 area.

135 (2) Automotive facilities:

- 136 (a) Major automobile repair establishments.
- 137 (b) Automobile, recreational vehicle, truck, trailer and equipment sales or
- 138 rental, subject to § 720-64.
- 139 (c) Automobile service stations, filling stations, convenience marts, and wash
- 140 establishments meeting all the standards of §§ 720-62 and 720-63.

141 (3) Dining, drinking and reception facilities:

- 142 (a) Bars, taverns and lounges.
- 143 (b) Restaurants with a liquor license, drive-in or drive-through service
- 144 meeting the standards of § 720-60. Restaurants with outdoor seating shall
- 145 also meet the standards of Chapter 870 of the Business Regulation and
- 146 Taxation Code. Editor's Note: Chapter 870, Sidewalk Cafes, of the 1995
- 147 Codified Ordinances of Monroe, was repealed 3-2-2009 by Ord. No. 09-
- 148 002. See now § 720-61, Sidewalk cafe service.

149 (4) State-licensed day-care facilities meeting the standards of § 720-65:

- 150 (a) Child day-care centers.
- 151 (b) Adult day-care centers.

152 (5) Lodging facilities:

- 153 (a) Bed-and-breakfast inns meeting the standards of § 720-59.
- 154 (b) Boardinghouses, including nonprofit organizations which provide meals or
- 155 offer new or used goods for sale.

156 (6) Public/quasi-public facilities:

- 157 (a) Churches, temples and other places of worship.
- 158 (b) Bus passenger stations.

- 159 (c) Essential public service building and storage yards.
- 160 (d) Outdoor recreation centers.
- 161 (7) Personal service:
- 162 (a) Dog kennels (commercial) when meeting the standards of § 720-67.
- 163 (b) Veterinary clinics and veterinary hospitals meeting the standards of § 720-
- 164 71.
- 165 (c) Funeral homes and mortuary establishments, subject to § 720-76.
- 166 (8) Adult-oriented businesses.
- 167 (a) Billiard and pool halls, which may include accessory eating and drinking
- 168 facilities. (A billiard license must be approved by the City Council.)
- 169 (b) Regulated adult uses meeting the standards of § 720-58.
- 170 (c) Tattoo and body art/piercing establishments, provided that such
- 171 establishments shall comply with all applicable licensing and health
- 172 regulations.
- 173 (9) Flea markets and public auction houses.
- 174 (10) Open air businesses and display, such as garden centers, nurseries, and outdoor
- 175 sales, subject to the standards of § 720-64.
- 176 (11) Seasonal Christmas tree sales meeting the standards of § 720-137.
- 177 (12) Theaters and cinemas (indoor only).
- 178 (13) Taxi services licensed under Chapter 644, Taxicabs, of this Code.
- 179 (14) Upper-story residential dwelling units.
- 180 (15) Uses of the same nature or class as the majority of the uses listed in this district as
- 181 either a permitted use or a special land use, but not listed elsewhere in this

182 chapter, as determined by the Citizens Planning Commission following a public
183 hearing. The determination shall be based on the standards of § 720-136.

184 (16) Accessory uses, buildings and structures customarily incidental to an approved
185 special land use shall be included with the special land use permit. However, a
186 separate special land use permit shall be required for any use or storage of
187 hazardous materials.

188 SECTION 3. REPEALER.

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

191 SECTION 4. SAVINGS CLAUSE.

192 All proceedings pending and all rights and liabilities existing, acquired or incurred under §
193 720-139 of the Code of the City of Monroe at the time this Ordinance takes effect are saved and may
194 be consummated according to the law in force when they are/were commenced.

195 SECTION 5. SEVERABILITY.

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

199 SECTION 6. EFFECTIVE DATE.

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

Memo

Date: April 13, 2011

To: City Council Members

From: Robert E. Clark, Mayor ^{REC}

Re: Educational Technology Renewal

Attached is a resolution supporting the Countywide Educational Technology Millage renewal which will appear on the *Special Election* ballot on May 3rd.

The Educational Technology Millage has been voted on and passed by countywide voters since 1997. This millage renewal is not an additional tax. It will not increase taxes.

Researching past years the City of Monroe has endorsed education and this technology millage since inception in 1997. Past millage renewal efforts gained voter support in 2001 and 2006. This is the only countywide educational technology millage in Michigan. Funds generated by the renewal levy will continue to provide for educational technology needs of Monroe public school students.

The MCISD has asked for public support from the Monroe City Council in the form of a resolution which I have prepared for adoption at Monday's, April 18, 2011 Council meeting.

If you have any questions or concerns, please do not hesitate to contact me.

RESOLUTION

1 **WHEREAS**, the Monroe County voters passed an educational technology millage in
2 June 1997 and renewed the millage in June 2001 and May 2006; and

3 **WHEREAS**, the Monroe County public school districts have requested that the Board of
4 Education of the Monroe County Intermediate School District hold an election on May 3, 2011
5 for voters to consider renewing the educational technology millage; and

6 **WHEREAS**, the funds generated by the renewal levy would continue to provide for the
7 educational technology needs of Monroe public school students; and

8 **WHEREAS**, because of the educational technology millage, Monroe County local
9 districts continue to develop technology plans which imbed technology into the curriculum at all
10 levels, provide continuing professional development opportunities for teachers to meet the needs
11 of students and ensure that Monroe County public school students are exposed to emerging
12 technologies necessary to compete and excel in the global economy; and

13 **WHEREAS**, as a Monroe County agency providing services to the public schools of
14 Monroe County, we recognize the need for Monroe County public school students to be provided
15 with a strong educational technology foundation;

16 **NOW, THEREFORE, BE IT RESOLVED** that the Mayor and City Council of the City
17 of Monroe officially declares its support of the May 3, 2011 Monroe County Educational
18 Technology Millage Renewal which will ensure educational opportunities for Monroe County
19 students and provide professional development for Monroe County educators in technology and
20 technology related services.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Proposed Ordinance establishing the Division of Public Safety and the position of Director of Public Safety as an appointed officer of the City – Ordinance Number 11-005

DISCUSSION: The 2007 City of Monroe Operations Study/Assessment performed by Rehman Robson identified and recommended a multitude of organizational and operational changes that should be instituted to achieve optimal efficiency and effectiveness. Among those was the recommendation that the management and functions of city departments be restructured in order to provide for more coordination, cooperation and efficiencies. In an August 1, 2008 communication/report (attached), I provided additional background and recommendations for undertaking the actions necessary to implement a tighter and more accountable management structure, which would also enhance the City's ability to achieve more inter-departmental cooperation and employee cross-functioning when needed. The following is an excerpt from that report:

Monroe is now at a point where our staff will need to wear more hats and collaborate more routinely. I am proposing the partial re-organization of our organizational structure with the creation of multi-department Collaborative Service Teams as the most effective way to accomplish this. The personnel in each team or division would work more closely together daily and routinely and in some cases would be cross trained to help cover the variable daily and seasonal work-loads. In some cases department staff would be physically relocated to foster better, routine daily collaboration. The major objectives of forming multi-department teams/divisions include:

- *The ability to smoothly supplement and combine resources for peak work-loads*
- *Emergency and crisis response*
- *Daily to seasonal work-load spikes*
- *Coverage during short-term absences and vacancies*
- *Combining and consolidating where redundancy and/or additional work-capacity is identified*
- *Managerial leadership working together to focus on City Council priorities, developing plans to address those priorities and insuring that those plans are implemented throughout the Divisions*
- *Reduction of interdepartmental competition for resources*
- *Maintenance and improvement of customer service*

Actions taken, between and since the 2007 Assessment and my 2008 communication, have included the restructuring of management and better coordination of some City departments and their functions. These include Engineering/DPS, Utilities and Development and Recreation. The track record now provided by some of those decisions is evidence that, with good management in place, this higher degree of collaboration can preserve or enhance quality and effectiveness, while achieving significant efficiencies.

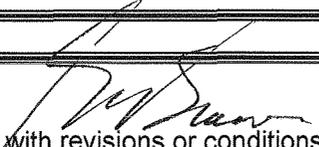
The continued and somewhat unprecedented shifts in the economy that have occurred since the submission of the 2007 Operations Assessment, have made it necessary that the members of our organization identify and implement changes that go well beyond the recommendations made as part of that study. While implementation of the 2007 Study recommendations anticipated a reduction of City employees from about 250 to 220, we have found it necessary to implement additional changes in operations and employment that have resulted in the City employing less than 170 employees today. These dramatic changes make the need to better coordinate and train City employees for deployment when and where they are most needed has never been more critical.

Public safety services are considered among the highest-priority services the City provides. In order to better ensure effective delivery of those services, plans and recommendations for improving the coordination and cooperation between the Fire and Police Departments have been developed by staff and presented to the Mayor and City Council. The recommendations include 1) providing for the cross-training and certification of police officers and their auxiliary deployment for fire suppression when needed and, 2) coordination of the management of both departments by a Director of Public Safety and a Deputy Director of Public Safety.

City staff is proceeding with the development of job descriptions for the proposed Director and Deputy Director positions. I am proposing that the Director's position be established as an appointed officer of the City, with City Manager delegated authority for the coordinated management of the Police and Fire Departments. Section 47 of the Monroe City Charter provides the authority and means for the Mayor and Council to establish appointed officer positions. I am recommending that the Mayor and Council adopt an ordinance that will establish the Director of Public Safety as an appointive officer of the City, and to establish a Division of Public Safety which will provide an organization structure within which the Police and Fire Departments will be managed with the level of coordination needed.

Therefore, I am respectfully recommending that the Mayor and Council place proposed ordinance number 11-005 on the floor for its first reading on April 18, 2011, and further recommending that the ordinance be adopted following the public hearing and second reading at the May 2, 2011 meeting.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINES: April 28, 2011 and May 2, 2011

REASON FOR DEADLINES: To better ensure the implementation of the recommendations to coordinate management and leadership of the Police and Fire Departments and the auxiliary deployment of cross-trained police officers for fire suppression, by July 1, 2011.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: George A. Brown, City Manager

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Fire Department and Police Department and their operations

FINANCES

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

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: April 14, 2011

REVIEWED BY: N/A

DATE: N/A

COUNCIL MEETING DATE: April 18, 2011

ORDINANCE 11-005

1 An Ordinance to amend Chapter 41, Departments, of the Code of the City of
2 Monroe by the establishment of Article VI, Division of Public Safety.

3 **THE CITY OF MONROE ORDAINS:**

4 SECTION 1 ADDITION OF ARTICLE VI, DIVISION OF PUBLIC SAFETY, TO
5 CHAPTER 41, DEPARTMENTS.

6 Article VI, shall read as follows:

7 **§ 41-8. Establishment.**

8 In order to better achieve interdepartmental coordination, economies of scale and
9 enhanced external and internal customer service, there is hereby established the Division of
10 Public Safety. The Departments and functions of the Police Department and Fire Department
11 shall be included within the Division and other departments and/or functions may be included in
12 or be removed from the Division upon the recommendation of the City Manager and the
13 approval of the Mayor and City Council.

14 **§ 41-9. Director of Public Safety.**

15 A. Establishment of position. There is hereby established, under the authority granted by the
16 City Charter, Sections 47 and 51, II(2), the position of Director of Public Safety in and
17 for the City. The person appointed as the Director of Public Safety may also be an
18 appointive officer overseeing one or more of the departments included within the
19 Division of Public Safety.

20 B. Duties and responsibilities. The Director of Public Safety shall coordinate, manage,
21 develop and maintain effective systems for the departments and functions of Police and
22 Fire and other departments and functions organized within the Division. The Director

23 shall be responsible for ensuring that human, material and financial resources within the
24 Division are effectively and efficiently utilized for superior customer service and optimal
25 performances. Specific job duties, responsibilities and delegated supervisory authority
26 may be further established by the City Manager. The Director shall work under the
27 general supervision and direction of the City Manager.

28 C. Appointment and term.

29 (1) The appointment of the Director of Public Safety shall be recommended by the City
30 Manager and confirmed by the Mayor and Council.

31 (2) The term of office shall be at will, meaning that the employee may resign or quit at
32 any time, with or without cause, and that the City Manager, with confirmation by a
33 majority vote of Council, may terminate the employment relationship at any time,
34 with or without cause.

35 D. Salary and benefits.

36 (1) The salary for the Director of Public Safety shall be recommended by the City
37 Manager and be approved by the Mayor and Council.

38 (2) The Director shall be entitled to the minimum benefits received by other appointed
39 officials. Additional benefits may be recommended by the City Manager and
40 approved by the Mayor and Council.

41 SECTION 2. REPEALER.

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

44

45 SECTION 3. SEVERABILITY.

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

49 SECTION 4. EFFECTIVE DATE.

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



CITY OF MONROE

Office of City Manager

August 1, 2008

Honorable Mayor Worrell and Monroe City Council Members,

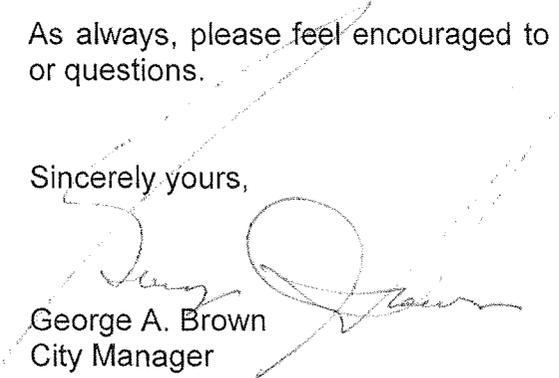
RE: Report and recommendations for creation of City Collaborative Service Teams/Divisions

Accompanying this letter is a report and my recommendations for implementation of a partial reorganization of the City of Monroe management structure. These recommendations comport for the most part with the basic recommendations for management reorganization made in the City of Monroe Operations Assessment prepared and presented by Mark Nottley of Rehman Robson.

This topic is the subject of your work-session scheduled on August 4, 2008. In addition to the discussion on the elements of these recommendations we also plan to discuss some of the city charter amendments that would be preferred or necessary to better and more fully implement these recommendations. The text of charter amendment recommendations have been prepared by City Attorney Thomas Ready and are included in the packet containing this material.

As always, please feel encouraged to contact me individually if you have suggestions, or questions.

Sincerely yours,



George A. Brown
City Manager

Attachment

**COLLABORATIVE SERVICE TEAMS
REORGANIZING CITY OF MONROE DEPARTMENTAL STRUCTURE
AND OVERSIGHT
July 2008**

The following is an excerpt from page II-9 of the June 2007 city-wide Operations Study/Assessment:

THE NUMBER OF DIRECT REPORTS TO THE CITY MANAGER SHOULD BE REDUCED.

- A number of departments should be combined for purposes of administration
- These are specified throughout the report
- The result will be a better coordinated administrative team and a more manageable workload for the City Manager

excerpt 2007 Rehman Robson report

This was just one of many recommendations made to improve the City's operational efficiency and economy and its organizational effectiveness. The recommendation is spare on words but is expanded in somewhat more detail throughout the report in the recommendations for consolidating the administrative leadership for several city departments. In this communication I will expand on the benefits of a more coordinated and collaborative management and leadership structure and outline my recommendations for implementing these recommendations for the City of Monroe organization.

Background: The construction of the DTE power plant in the 1970s, along with a relatively good industrial base, helped the City of Monroe realize and maintain one of the larger tax base per capita ratios in the State (see attachment A). Since that time city councils and city administrators have used some of that bounty to do such things as temporarily reduce property taxes (over a number of years), build additional city facilities, and hire a relatively large number of employees who were provided with top-tier benefits. One of the benefits of having more-than-adequate financial and human resources is that most city departments were able to specialize and focus on their segregated responsibilities. While resources were plentiful, resource competition between departments was muted. However, these conditions also helped foster a culture of compartmentalization and a territorial-mentality which have been a barrier to increased collaboration (see Public Management article, attachment B, especially Figure 3 "Obstacle Course for Collaboration")

Chimneys is a term used to describe private and public organizations whose operational and support functions are not well integrated. In organizations with a chimney structure or culture departmental managers and personnel tend to have a narrow view of their job and the organization's mission. The City of Monroe has chimneys. In fact City hall has what I call caves, both in physical-separation and in mind-set. Personnel from different departments tend to work in their caves on the specialty duties that they are assigned,

somewhat oblivious to the fluctuating work-load and needs of other departments. Often times when chimney-structured departments find it necessary to coordinate their activities, the result is not as efficient or effective as it could or should be. As an example; during the activations of our Emergency Response Center last year, for a drill and a storm event, it was apparent that our police and fire operations could be better integrated and coordinated.

By now it is obvious to just about every citizen, government leader and government employee in Michigan that the financial support for public services that were provided by global-level manufacturers and the pattern for wage and benefit levels that they created, has been substantially (likely permanently) reduced. In an anti-tax/fee environment, local government leaders who have acted responsibly to these changed conditions have found it necessary to reduce and/or halt the growth of government spending. The major expenditure categories for local government include personnel, capital improvements/replacement, equipment purchase and maintenance and energy. Of these personnel costs are by far the largest.

City of Monroe elected and appointed leaders have vigorously undertaken cost reduction measures, with the largest concentration of that effort being in personnel cost containment and reductions. The reduction in the numbers of the active work force has been relatively quick and dramatic. The pursuit of health care and retirement benefit cost containment and reductions is underway, but at a slower pace because of the nature of the collective bargaining process. But while undertaking these more obvious and necessary actions, we must not lose sight of our citizens' expectations and demands that we continue to provide a high level of quality public services. To maintain this customary and expected level of service with fewer employees we cannot depend on our previous organizational structure and operational traditions. If we are to maintain our service levels with fewer people, a high degree of departmental compartmentalization, specialization and exclusiveness is no longer sustainable.

JUSTIFICATION FOR A MORE COHESIVE MANAGEMENT/LEADERSHIP STRUCTURE

Private Sector Model: Private sector corporate management structure will usually include a CEO/COO (Chief Executive and/or Chief Operating Officer) and a handful of vice presidents overseeing major divisions and/or complimentary functions. This second tier of the management team will usually consist of individuals who have the education, experience, ambition, leadership-traits and a track-record of high performance. People selected and appointed to these positions will have displayed an ability and willingness to coordinate human and other resources to achieve optimal organizational effectiveness while achieving high degrees of efficiencies and economies. They will be charged with working closely with their senior-management colleagues (i.e. other vice-presidents/division leaders) to develop and implement organizational initiatives in pursuit of board-of-directors identified goals and objectives.

Mount Pleasant, MI Model: An example of the private sector model put into place for a moderate-sized Michigan community is the management and departmental organization for the City of Mount Pleasant. Mount Pleasant, with a population of just over 25,000 is a full-service home-rule city, with 140 full-time employees. Mount Pleasant offers an array of services similar to Monroe, however their sewer and water systems are not as large or as geographically wide spread as Monroe's. The City of Mount Pleasant has a reputation for being well managed with attractive neighborhoods, a vibrant and healthy downtown, and an excellent parks and recreation system. As a college-town they have been very pro-active with community development/redevelopment initiatives, blight control and rental housing inspections.

Most of Mount Pleasant's operations are coordinated within four (4) operational divisions (see attachment C). These include Public Works, Administrative and Financial Services, Public Safety and Community Services and Economic Development. Four (4) "Senior Managers" lead and provide general management oversight for these operational divisions. Included within these divisions are a number of departments that are led by department heads with pertinent specialized training and/or experience. I've attached a copy of the job description for the Mount Pleasant Director of Community Services and Economic Development (see attachment D). Within the job description you will find the following language included in the job responsibilities:

- Utilizing team concepts, the Community Services Director works cooperatively with the SMT (*Senior Management Team*) to develop a City-wide vision based on the mission and priorities of the Commission. In support of the vision, the Community Services Director ensures that the Division goals are consistent with that of the Commission's by creating, short and long-range plans, programs and goals focused on achieving established priorities excerpt Mt. Pleasant Comm Serv job desc

This same language is likely included in each of the three other Senior Management Team members' job descriptions, i.e. the directors of Public Safety, Administrative and Financial Services and Public Works. This language summarizes some of the "big picture", organization-wide responsibilities that senior division managers are charged with implementing, working collaboratively with the Mt. Pleasant City Commission, the City Manager, each other and with the city services team.

City of Monroe Management Structure: Currently department directors with the City of Monroe routinely, directly supervise no more than 2-6 next-tier supervisors and employees. However the Monroe City Manager has 10-11 department heads directly reporting and 4 more (Finance, Clerk, Attorney, Port) reporting to him/her operationally. With a sprawling span of control the effectiveness of the City Manager for insuring accountability, the most efficient use of resources and cost-effective collaboration, is problematic.

In local government organizations that are smaller or have less resources available than Monroe, managers and employees have to "wear several hats" to successfully provide their citizens with adequate, quality public services. Monroe is now at a point where our

staff will need to wear more hats and collaborate more routinely. I am proposing the partial re-organization of our organizational structure with the creation of multi-department Collaborative Service Teams as the most effective way to accomplish this. The personnel in each team or division would work more closely together daily and routinely and in some cases would be cross trained to help cover the variable daily to seasonal work-loads. In some cases department staff would be physically relocated to foster better, routine daily collaboration. The major objectives of forming multi-department teams/divisions include:

- The ability to smoothly supplement and combine resources for peak work-loads
 - emergency and crisis response
 - daily to seasonal work-load spikes
 - coverage during short-term absences and vacancies
- Combining and consolidating where redundancy and/or additional work-capacity are identified
- Managerial leadership working together to focus on City Council priorities, developing plans to address those priorities and insuring that those plans are implemented throughout the Divisions
- Reduction of interdepartmental competition for resources
- Maintenance and improvement of customer service

While the partial reorganization proposed here, from stand-alone, independent departments to the nesting of departments within divisions, does not identify outright cost savings, I do expect some efficiencies and ancillary cost reductions to be achieved. In addition to more smoothly meeting customer service needs during peak work-loads, I anticipate some reductions in overtime and the use of temporary-services along with broader work-force skills development.

The Collaborative Service Teams I am proposing include the following (also see attachment E):

- Fiscal Services Team: Consisting of Finance/Purchasing, IT, Assessing, Clerk-Treasurer functional areas
- Engineering and Public Services Team: Consisting of Engineering, DPS, Parks and Cemetery functional areas
- Utilities Services Team: Consisting of Water and Waste Water Utilities functional areas
- Public Safety Services Team: Consisting of Fire, Police and Emergency Medical Response functional areas
- Development and Recreation Services Team: Consisting of Planning, Community/Economic Development, Construction Codes, Housing, Zoning, Recreation and Public Information functional areas

Human Resources and Labor Relations would continue to work closely with and function as an arm of the City Managers office.

To successfully integrate and coordinate Monroe's disparate and dispersed operational and support operations it will take the skills, initiative and collaboration of a management leadership team. I am proposing the creation of Division Director positions to head up each of the five (5) Collaborative Service Teams. The creation of these Division Director positions will not cause the addition of new, unbudgeted positions, but will add new responsibilities to those who are asked to accept appointment. Those offered appointments to these positions now and in the future will need to possess the education, experience, big-picture vision and willingness to undertake the steps necessary to pursue Council goals and objectives and develop smooth-running, highly efficient teams. If the Council authorizes me to proceed, I will be proposing that the following, current department heads be appointed to lead teams:

- Ed Sell – Fiscal Services Team
- Patrick Lewis – Engineering and Public Services Team
- Barry LaRoy – Utilities Services Team
- John Michrina – Public Safety Services Team

Each of these individuals have pursued and attained excellent educations (all with Masters Degrees), consistently display strong leadership traits and have demonstrated broad strategic vision. All of them have led their departments in making significant improvements to departmental organization and function. As envisioned, each of these individuals would retain their principal department director assignments, while also assuming the broader Team/Division Leader role, i.e. Ed Sell as Finance Director, Patrick Lewis as City Engineer, Barry LaRoy as Director of Water and John Michrina as Police Chief. In their broadened role they would lead and supervise department heads and other professional employees in the performance of activities within the departments which are members of their Collaborative Service Team. If appointed, each will need to further strengthen and broaden their generalist skills and approach to management, while maintaining their technical skills and insights.

As noted above, I am also proposing to create a Development and Recreation Services Team. While I do not have a current staff member identified to lead this Team, I am proposing to continue the process of identifying and recruiting a qualified candidate. Without professional management, leadership and vision these functions and our community and economic development stance, are likely to remain reactive rather than proactive. Like the departments included in the other teams, the departments and functions proposed to be included within this team share common skill sets and functional attributes. Community and economic development, code compliance and planning often deal with the same customer-set. In many communities, construction code professionals are also trained to administer zoning and moderately complex planning assignments.

Some would argue that a proactive community planning and development/redevelopment effort is one of the most important functions of an older city pursuing sustainability. The need to identify and take positive action to maintain and preserve older neighborhoods, downtowns, commercial/retail corridors and industrial presence, is more challenging and

necessary in most older communities than in newer communities that are thriving on growth. Michigan cities are in competition with other cities and surrounding townships to attract and retain a healthy mix of families, seniors and robust businesses.

The proactive community and economic development function, if properly tasked, serves as the research, development and marketing arm of an older city to identify what is necessary to attract and retain desirable residents and businesses. In many communities, recreation and leisure services are at the leading edge in identifying and implementing programs that serve a changing customer demographic. These services are often identified and appreciated as some of a city's most prominent quality-of-life offerings. Planning, choosing and targeting the right recreation services mix and marketing the offerings to current and prospective residents are functions that are integral and complimentary to community development.

Implementing the Collaborative Services Team Proposal: There are several necessary and desired steps that would and should be taken to establish the Collaborative Service Team concept. These include:

- Council approval to proceed with establishing the proposed Collaborative Services Team organization structure
- Drafting and adopting administrative ordinance language establishing the divisions and creating the Division Director positions
- Drafting and establishing the Division Directors job descriptions and compensation levels
- Appointment of the Division Directors
- Development and implementation planning of objectives and action plans by division members for institutionalizing collaborative operations and pursuing Council goals and objectives
- Ballot placement of pertinent City Charter amendments that compliment the objectives of collaborative reorganization
- Eventual physical relocation of some city hall based operations to achieve adjacencies with other departments within the divisions

While there will be some disagreement with all or parts of the restructuring I have proposed, with Council resolve and a capable administrative leadership team in place, the City of Monroe organization will soon be operating more collaboratively and providing more efficient and effective public service. The education, skills and talents that department heads, professionals and other career city employees provide will still be valued and rewarded. As we build our teams and operate more cohesively all of us should better understand our broader missions while using our full capabilities to provide quality services to Monroe Citizens.

ATTACHMENT A-1

CITY OF MONROE COMPARATIVE DATA MICHIGAN CITIES BETWEEN 14,000 - 40,000 POPULATION

SORTED BY SEV PER CAPITA

Ranking	City	Population ¹	State Equalized Value ²	Income per Household ¹	SEV per Capita	No. of Employees ³	Citizens per Employee
1	Birmingham	19,291	2,925,760,680	80,861	151,665	173	112
2	Auburn Hills	19,837	2,599,464,410	51,376	131,041	179	111
3	Traverse City	14,532	956,870,352	37,330	65,846	200	73
4	Walker	21,842	1,149,302,300	44,818	52,619	94	232
5	Monroe	22,076	1,089,326,170	41,810	49,344	246	90
6	Trenton	19,584	952,624,172	49,566	48,643	200	98
7	Grandville	16,263	788,073,472	47,570	48,458	98	166
8	Norton Shores	22,527	1,050,105,100	45,457	46,615	99	228
9	Madison Heights	31,101	1,408,262,540	42,326	45,280	224	139
10	Berkley	15,531	694,893,290	57,620	44,742	96	162
11	Ferndale	22,105	885,675,020	45,629	40,067	174	127
12	Wayne	19,051	728,836,500	46,397	38,257	165	115
13	Southgate	30,136	1,107,832,493	46,927	36,761	150	201
14	Mount Clemens	17,312	600,972,200	37,856	34,714	150	115
15	Wyandotte	28,006	921,536,400	43,740	32,905	313	89
16	Garden City	30,047	927,858,642	51,841	30,880	150	200
17	Oak Park	32,399	952,252,280	48,697	29,391	210	154
18	Port Huron	32,338	917,989,400	31,327	28,387	285	113
19	Eastpointe	34,077	932,111,705	46,261	27,353	150	227
20	Jackson	36,316	947,912,050	31,294	26,102	350	104
21	Hazel Park	18,963	464,963,840	37,045	24,520	115	165
22	Adrian	22,215	533,400,900	34,203	24,011	160	139
23	Ypsilanti	22,362	528,100,712	28,610	23,616	130	172
24	Holland	35,048	826,176,400	42,291	23,573	425	82
25	Owosso	15,713	351,321,850	32,576	22,359	105	150
26	Mount Pleasant	25,946	504,059,851	24,572	19,427	140	185
27	Sault Sainte Marie	16,542	309,151,100	29,652	18,689	164	101
	Averages	23,747	964,993,846	42,876	43,158	183	143

1 Population and household income from 2000 census data

2 State Equalized Value from 2007

3 Number of Employees from 2006-2007 Michigan Municipal League Data - Sample cities were not reviewed for services offered, contracted services, etc., which might effect the total number of employees reported

ATTACHMENT A-2

CITY OF MONROE COMPARATIVE DATA MICHIGAN CITIES BETWEEN 14,000 - 40,000 POPULATION

SORTED BY CITIZENS PER EMPLOYEE

Ranking	City	Population ¹	State Equalized Value ²	Income per Household ¹	SEV per Capita	No. of Employees ³	Citizens per Employee
1	Traverse City	14,532	956,870,352	37,330	65,846	200	73
2	Holland	35,048	826,176,400	42,291	23,573	425	82
3	Wyandotte	28,006	921,536,400	43,740	32,905	313	89
4	Monroe	22,076	1,089,326,170	41,810	49,344	246	90
5	Trenton	19,584	952,624,172	49,566	48,643	200	98
6	Sault Sainte Marie	16,542	309,151,100	29,652	18,689	164	101
7	Jackson	36,316	947,912,050	31,294	26,102	350	104
8	Auburn Hills	19,837	2,599,464,410	51,376	131,041	179	111
9	Birmingham	19,291	2,925,760,680	80,861	151,665	173	112
10	Port Huron	32,338	917,989,400	31,327	28,387	285	113
11	Mount Clemens	17,312	600,972,200	37,856	34,714	150	115
12	Wayne	19,051	728,836,500	46,397	38,257	165	115
13	Ferndale	22,105	885,675,020	45,629	40,067	174	127
14	Madison Heights	31,101	1,408,262,540	42,326	45,280	224	139
15	Adrian	22,215	533,400,900	34,203	24,011	160	139
16	Owosso	15,713	351,321,850	32,576	22,359	105	150
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20	Grandville	16,263	788,073,472	47,570	48,458	98	166
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27	Walker	21,842	1,149,302,300	44,818	52,619	94	232
	Averages	23,747	964,993,846	42,876	43,158	183	143

1 Population and household income from 2000 census data

2 State Equalized Value from 2007

3 Number of Employees from 2006-2007 Michigan Municipal League Data - Sample cities were not reviewed for services offered, contracted services, etc., which might effect the total number of employees reported

REVISED
8-5-08

ATTACHMENT A-3

**CITY OF MONROE
COMPARATIVE DATA
MICHIGAN CITIES BETWEEN 14,000 - 40,000 POPULATION**

SORTED BY INCOME PER HOUSEHOLD

Ranking	City	Population ¹	State Equalized Value ²	Income per Household ¹	SEV per Capita	No. of Employees ³	Citizens per Employee
1	Birmingham	19,291	2,925,760,680	<i>80,861</i>	151,665	173	112
2	Berkley	15,531	694,893,290	<i>57,620</i>	44,742	96	162
3	Garden City	30,047	927,858,642	<i>51,841</i>	30,880	150	200
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15	Madison Heights	31,101	1,408,262,540	<i>42,326</i>	45,280	224	139
16	Holland	35,048	826,176,400	<i>42,291</i>	23,573	425	82
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21	Adrian	22,215	533,400,900	<i>34,203</i>	24,011	160	139
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23	Port Huron	32,338	917,989,400	<i>31,327</i>	28,387	285	113
24	Jackson	36,316	947,912,050	<i>31,294</i>	26,102	350	104
25	Sault Sainte Marie	16,542	309,151,100	<i>29,652</i>	18,689	164	101
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Features

Learning to Manage Horizontally: The Promise and Challenge of Collaboration

Russ Linden

During the 1980s and much of the '90s, leaders and managers worked hard to make fundamental changes within their organizations. And the key word was "within." Inspired by books like *In Search of Excellence*, *Reinventing Government*, and *Reengineering the Corporation*, public and private sector leaders spent countless hours learning to reengineer processes, develop self-managing teams, flatten hierarchies, empower workers, and adopt other changes to better serve their customers and communities. These efforts often led to major improvements in performance. The primary focus of change was internal, and that was appropriate for most organizations.

Going from "Within" to "Between"

In the first decade of the 21st century, however, the focus of many organizational change efforts is on "between"—between organizations and their partners, be they suppliers/ vendors, customers, or other organizations producing similar products and services. We're living in a networked world, and we're starting to understand the new skills, roles, and concepts needed to succeed on this different and dynamic playing field.

Examples of this networked world are all around us. Here are two brief case stories:

Murfreesboro

In the early 1990s, leaders of Murfreesboro, Tennessee's housing authority became increasingly concerned about the city's Franklin Heights area. Residents of the 140 public housing units there were faced with open-air drug sales, violent crime, high unemployment, and trashed neighborhoods.

The authority chose to deal with the problems through a creative partnership. The city's police department provided off-duty officers on bikes, surveillance cameras, and lighting improvements to the Franklin Heights area. The city's public schools offered a variety of services, including a

preschool program and training for parents on how to be good teachers to their kids, and tripled the adult education program for residents. And the parks and recreation department began to work with the housing authority and other agencies to sponsor a program in Franklin Heights that helps young people stay off drugs.

These and many other services furnished by the four departments have led to a virtual transformation of the community. Crime and drug use are down, citizens work closely with police to prevent crimes and to identify potential threats, and the education and recreational programs in this community are being adopted in other parts of town because they've been so successful. Employees involved no longer say, "That's not my department," when citizens tell them of problems. Rather, they look for ways to solve these problems through partnerships with other entities.

Albemarle County

In Albemarle County, Virginia, utility and postal service drivers have become extra eyes and ears for the local police and are helping to detect and prevent crime. The county covers more than 740 square miles, with much of the land rural, and the police simply can't be everywhere they're needed. Some 300 trained drivers are involved in a program that enables them to spot potential crimes, and it doesn't cost the county a cent.

The police train drivers from the local cable, phone, and power companies and from the postal service in how to spot suspicious people and vehicles. These drivers receive eight hours of training, learning what to watch for and how to describe a suspicious person or situation to a 911 operator. They also learn what their responsibilities are (to observe, to report accurately) and what they aren't (to get involved).

Collaboration is about co-labor, about joint effort and joint ownership of results.

Drivers are free to opt out of the program, but most participate. They put Mobile Watch decals on their trucks that signify that their vehicles are safe havens for people with information to share. Participants have reported everything from downed tree limbs and power lines to stranded motorists and signs of forced entry into houses where the families were known to be on vacation.

What Exactly Is Collaboration?

These are examples of collaboration, a word that means very different things depending on who's using it. To some, it means getting input from others. To a labor union leader, though, it means getting in bed with management. And to Europeans over the age of 70, it conjures up awful memories of fellow citizens who worked closely with the Nazis.

For this author, the meaning of the word is suggested by the word itself. Collaboration is about co-labor, about joint effort and joint ownership of results. My working definition of collaboration is the following: Collaboration occurs when people from different organizations (or units within the same organization) produce something through shared effort, resources, and decision making and then take joint ownership of the final product or service.

In the Murfreesboro example, several city departments work closely with one another (and with citizens) to share information, ideas, resources, and decision-making authority in order to reduce crime and improve the health of a community. In Albemarle County, vehicle drivers from non-local government organizations receive training from the police on how to spot potential hazards. What they give in exchange has greatly expanded the county's police capability. In both instances, organizations have learned to trust one another in order to share their distinct competencies and resources to address a challenge that they all care about.

As these instances illustrate, collaboration involves shared effort and shared ownership of the result. But there are various ways and levels of sharing, as the graphic in Figure 1 illustrates.

One of the requirements for collaborative efforts to work is that the parties clarify, up-front, what it is that they're willing to bring to the table. When this isn't done, it often leads to mistrust, misunderstandings, and failure.

Why, and Why Now?

Why collaborate? There are many potential benefits. Some are obvious: more efficient use of scarce resources, plus these abilities: to accomplish something that you can't do as well by yourself, to produce a more integrated product or service for the consumer, and ultimately to improve your efforts toward accomplishing the mission.

Other benefits may not be as obvious, but they're important. When individuals from different units and disciplines cooperate and share, they learn from one another. They also broaden their networks, making it easier to get things done in the future. There is also the potential for organizational learning. In Murfreesboro, organizations that used to go it alone are improving their overall effectiveness as they discover some of the best practices of their partner departments.

And there is the opportunity to enrich the lives of everyone involved. When a utility truck driver on a routine run spots and reports a suspicious character lurking behind someone's house, this driver has raised his or her sense of purpose and meaning. Drivers are no longer just reading meters but potentially saving lives.

But there's nothing at all new about collaboration. It's been around since our

primate ancestors learned that it was safer to hunt for dinner in a group than individually. Why the growing emphasis on collaboration today? Several factors are at work (see Figure 2).

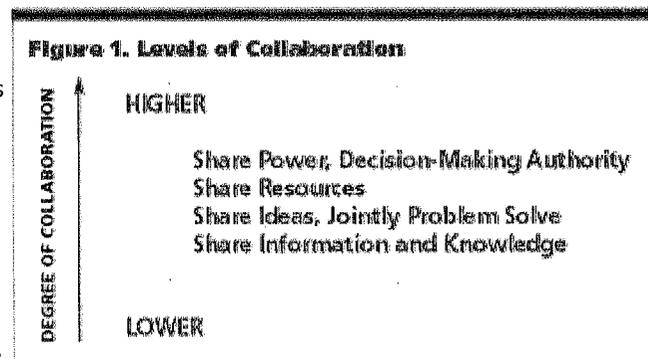
An oft-cited reason is the explosion in information technology. This, however, can be seen as an important factor supporting collaboration and not really a cause.

One of the major drivers is complexity. Complex problems—urban sprawl, multi-problem families, epidemics, and now terrorism—can't be addressed fully by any one unit or organization. Their intricacy requires a variety of disciplines and points of view. And these disciplines and perspectives must be brought together in a collaborative fashion.

Another driver relates to the growing number of specialists and stakeholders involved in most community issues. In the 1950s and 1960s, developers went to city hall and reviewed their site plans with the planning department staff, met with the planning commission and key government officials, and got a response in due time.

Today, developers must also contend with numerous community groups, utility companies, neighboring governments (as required in some states), possibly state and federal officials, water quality and transportation experts, archeologists and landscape architects in some instances, and so on. Balancing the demands and interests of so many stakeholders and specialists requires good collaborative skills.

The public's impatience with poor performance and perceived redundancies is another factor fostering collaboration. Local government councils and boards, just like those of the United Way and other funding groups, are increasingly being asked why they fund so many job training programs,



so many home-visiting services, such a plethora of efforts to prevent teen pregnancy. Why the apparent duplications? When those who dispense dollars insist that the recipients show how they're going to work together, this insistence provides an incentive to collaborate.

Trying to look at this issue from a distantly objective viewpoint, a macro-explanation for increasing collaboration might be that we are living in a "nobody's-in-charge" world. This phrase, used frequently by public administration giant Harlan Cleveland, is an apt summary for our evolving environment. Who, after all, is "in charge" of the Internet? Who runs the international finance system? It has standards but is made up of millions of daily transactions that, together, resemble a self-organizing system.

To bring the point closer to home, who is in charge of social services for the poor? This system involves federal support, state rules and guidelines, locally paid direct-service staff, and sometimes private and nonprofit providers. If it isn't working, who's accountable? In these and many other fields, a system only works well when information, knowledge, strategies, and skills are shared collaboratively.

And Then There Are the Challenges

So far, we've talked about collaboration as though it's a relatively straightforward task. Identify the shared goal, find those who have an interest in achieving the goal, decide the distinct capabilities that each has to offer, foster an open and trusting dialogue among the participants, clarify the level of collaboration you're seeking, and good things will happen.

Well, as the Hertz rental-car ad used to say, "Not exactly!" It turns out that collaboration can be one of the most difficult management tasks. Indeed, one cynical definition of collaboration is "a series of unnatural acts committed by nonconsenting adults"!

I'm not a cynic, but I understand this viewpoint. Collaboration goes against the grain for many of us. It's not how most

Americans were raised, not how we were rewarded in school, and not how we usually rise up in management. But successful managers are more likely to succeed in collaborative efforts when we have our eyes wide open to the challenges and hurdles we will encounter, and there are several. Let's divide them into four categories: individual, organizational, societal, and systemic (see Figure 3).

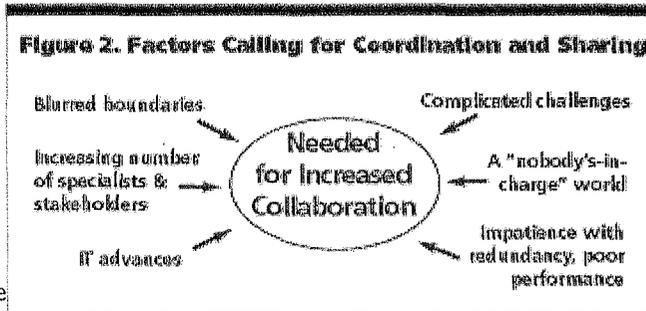


Figure 3. Obstacle Course for Collaboration

Individual Hurdles

- Need for power.
- Fear of losing control, autonomy, quality, identity, and/or resources.
- Lack of trust among principals.
- Turf-protection concerns.

Organizational Hurdles

- The costs are clear and borne up-front, the benefits are unclear and come later.
- Different goals among parties.
- Little organizational credit or reward given for collaborating.
- Individual orientation of human resources (HR) systems for hiring, training, measurement, evaluation, promotion, and so forth.
- Different cultures among the units involved.

Societal Hurdles

- The American ethic of individualism, which can be a source of great strength but makes collaboration more difficult.
- Our society's strong emphasis on competition, which also has many strengths but creates a win/lose mindset in many.

Systemic Hurdles

- Fragmented government systems: the separation of administrative from operational units, the separation of policy from administration, the power of oversight boards, and the separation of federal, state, and local levels of government.
- Categorically funded programs, which are usually narrowly defined initiatives focusing on a single problem, often causing further fragmentation and duplication. (One researcher has found 238 separate programs for at-risk students in Los Angeles alone.)

We have seen several of these obstacles in the two cases described earlier. In Murfreesboro, four municipal organizations are trying to work together, each with its own culture, goals, processes, and special-interest groups. Their cultures and goals not only differ but in some cases actually may conflict: the police department's control-oriented mission and goals aren't easily blended with the service orientation of parks and recreation or of the public schools. Turf issues can be tough with these groups, and each may have major concerns about losing autonomy, identity, and resources when they're asked to collaborate.

The Albemarle County example raises these and other concerns. When police are asked to put in many hours training a group of utility and cable-company drivers, the one thing that's clear is the up-front costs, primarily involving staff time. Any benefits will come later and will be difficult, if not impossible, to quantify.

Police also may worry about accountability when asked to partner with these drivers. Should police spend less time patrolling areas where the drivers' routes are located, or would this be unwise? Say, there is a rape or a murder, and the investigation shows that the criminal was seen lurking around the victim's house several times before the crime by utility truck drivers who have been trained to spot problems but never reported the person to the police. Who's responsible? The police who trained these drivers or the drivers themselves?

Collaboration often is exciting as well as frustrating. It is the way in which many of our problems will be solved in the future, and it's as old as our species. It represents a way to manage our organizations, as well as a way to think and act more systemically and holistically. It challenges us to think broadly, to invite citizens and nongovernmental groups to the table to find integrated solutions to our toughest challenges. It will become an increasingly important method in the local

government manager's tool kit, yet it challenges many managers' need for control. We'll deal with those challenges in a future article.

Editor's note: Text portions of this article and Figure 1 are excerpted from the book *Working Across Boundaries, Making Collaboration Work in Government and Nonprofit Organizations*, written by Russell Linden (November 2002, cloth) by permission of Jossey-Bass/A Wiley Imprint (www.josseybass.com).

Russ Linden is president of Russ Linden & Associates, Charlottesville, Virginia (<http://www.russlinden.com/>; e-mail, <mailto:russlinden@earthlink.net>), as well as an author and management educator.

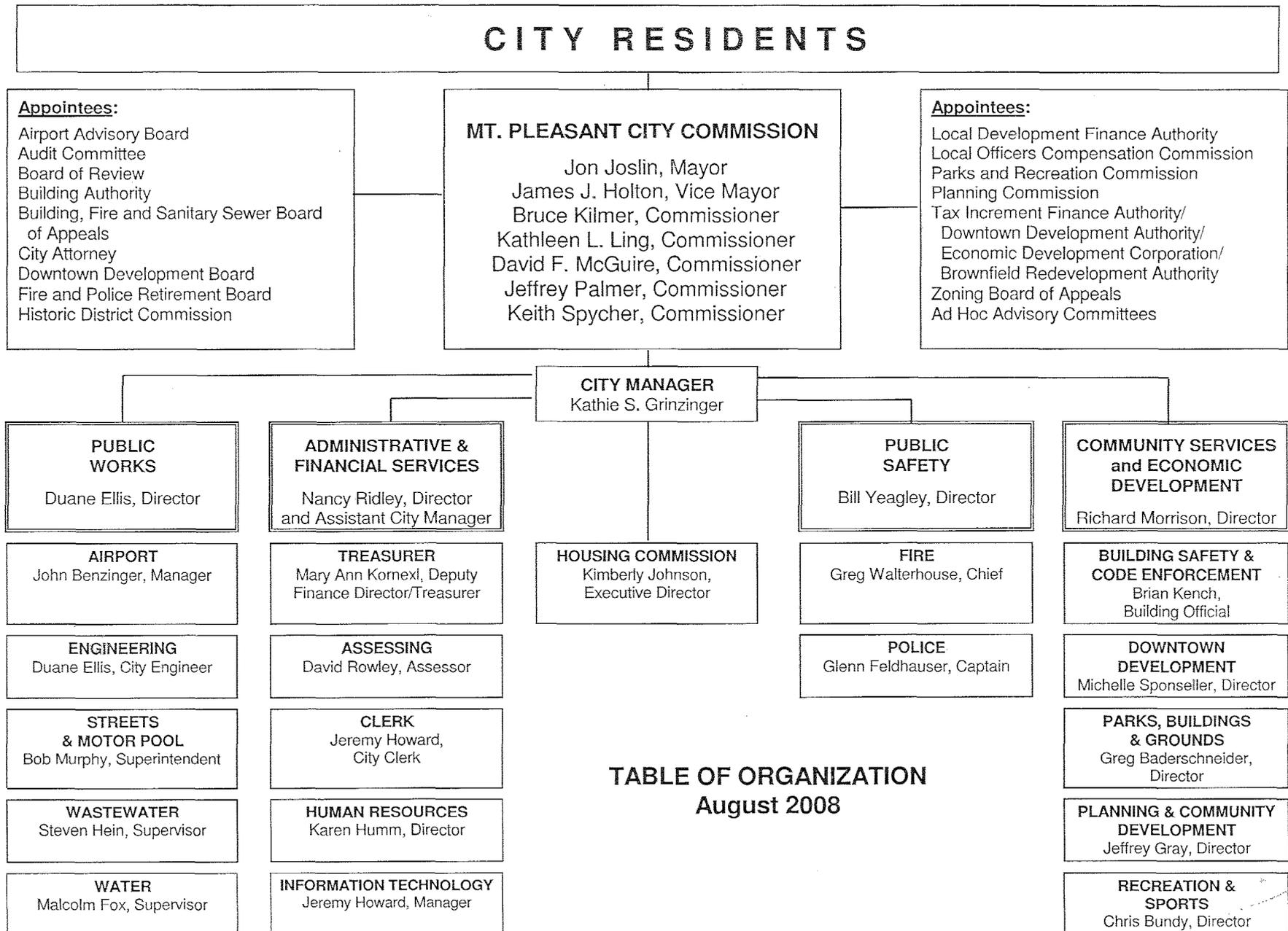
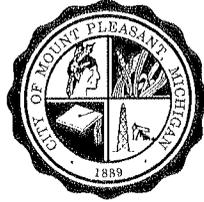


TABLE OF ORGANIZATION
August 2008





**CITY OF MT. PLEASANT
DIRECTOR OF COMMUNITY SERVICES AND ECONOMIC
DEVELOPMENT**

Executive/FLSA Exempt

GENERAL SUMMARY:

This salaried, at-will position reports to the City Manager and is responsible for the development, implementation and oversight of strategies, plans, programs and activities to promote economic development, re-development, revitalization and related planning efforts within the City. This position also serves as the Director of the Community Services Division and is a member of the City's Senior Management Team (SMT). The position is responsible for supporting the City Commission's goals; meeting the needs of the citizens; and furthering the continuous improvement culture and principles embraced by the organization to foster a success-oriented environment, leading to organizational excellence. The Director leads and supervises department heads and other professional employees in the performance of activities within the Building Safety and Code Enforcement, Downtown Development, Parks, Buildings and Grounds, Planning and Recreation and Sports Departments and is responsible for protecting and preserving the assets of the City of Mt. Pleasant and its citizens.

POSITION RESPONSIBILITIES: (By illustration and not limitation)

Executive:

- Utilizing team concepts, the Community Services Director works cooperatively with the SMT to develop a City-wide vision based on the mission and priorities of the Commission. In support of the vision, the Community Services Director ensures that the Division goals are consistent with that of the Commission's by creating, short and long-range plans, programs and goals focused on achieving established priorities
- Serves as advisor to the City Manager and Commission regarding the community's economic health; works closely with other City departments in the implementation of the City's Master Plan, HyettPalma Study and other related documents to ensure a viable economic and community development strategy; serves as the City's liaison to the Brownfield Re-development Authority (BRA), Tax Increment Finance Authority (TIFA), Downtown Development Authority (DDA), Local Finance Development Authority (LDFA) and Economic Development Authority (EDC); and oversees the Middle Michigan Development Corporation (MMDC) industrial development contract

City of Mt. Pleasant
Director of Community Services and Economic Development
Continued

Administrative:

- Seeks out and administers grants and other financial incentives that promote development, re-development, revitalization and infrastructure development and encourage the attraction, retention, expansion and rehabilitation of commercial and industrial businesses and the appropriate reuse of under utilized obsolete properties
- Prepares departmental five-year capital improvement plan and annual operating budget and supervises the expenditure of funds in accordance with approved appropriations
- Establishes strong working relationships with City departments, boards and commissions; federal, state, and local agencies; community leaders, businesses and organizations; MMDC, City boards and commissions, and citizens to effectively develop, promote, implement and evaluate economic and community development plans, policies, systems, procedures and programs; represents the City on federal and state legislative program and policy issues; and develops and implements public information programs to explain the programs and development goals of the department

Managerial:

- Evaluates the structure and processes of the Community Services Division to assure continuous improvement in the efficiency and effectiveness of the team; provides members with the leadership, training, tools and opportunities necessary to ensure professional and personal growth; and uses appropriate and effective remedial action as necessary
- Maintains professional growth and up-to-date knowledge in areas of responsibility through extensive research, continuing education, training and involvement in professional associations and monitors national and state-wide developments in economic and community development matters and evaluates their impact on City programs and operations

MINIMUM REQUIREMENTS:

- Bachelor Degree in business administration, finance, public administration, urban planning or closely related field and progressively responsible in field experience in a municipal or public sector setting, including managerial/supervisory experience or an equivalent combination of education and experience providing the required knowledge, skills and abilities. Special courses or training in economic or community development and Master Degree preferred
- Knowledge of legislation governing Michigan's community and economic development tools, such as incentive programs, funding sources and grant application procedures; modern principles, practices and techniques of community and economic development, planning and zoning; and public administration, including financial management and resource allocation
- Demonstrated ability to independently and cooperatively plan, organize, prioritize, coordinate and evaluate multiple events and activities; develop, direct and integrate comprehensive community and economic development programs and services; analyze complex issues and problems, evaluate alternative solutions and develop sound conclusions, recommendations and courses of action within general policy guidelines; and lead, supervise and actively participate in successful professional work teams utilizing team concepts

City of Mt. Pleasant
Director of Community Services and Economic Development
Continued

- Demonstrated ability to effectively communicate, orally and in writing, with team members, colleagues, City Commission, regulatory agencies and citizens regarding any aspect within the scope of responsibility; establish and maintain positive working relationships with the public and other employees; present proposals and recommendations clearly and logically in public meetings; understand, interpret, explain and apply local, state and federal laws and regulations governing economic and community development; prepare clear concise and comprehensive technical reports, correspondence and other written materials; and use proven problem solving techniques to resolve issues and conflict
- Possess a high level of professional and personal integrity and be committed to the concept of organizational excellence through mentoring, training, empowering and developing employees
- Skilled in standard office software applications and familiar with geographical information systems (GIS)
- Valid Michigan Driver's License and a safe driving record
- Reside and maintain principle domicile within the limits of Isabella County or within 20 miles from the nearest city limit, whichever is greater, within twelve months of hire

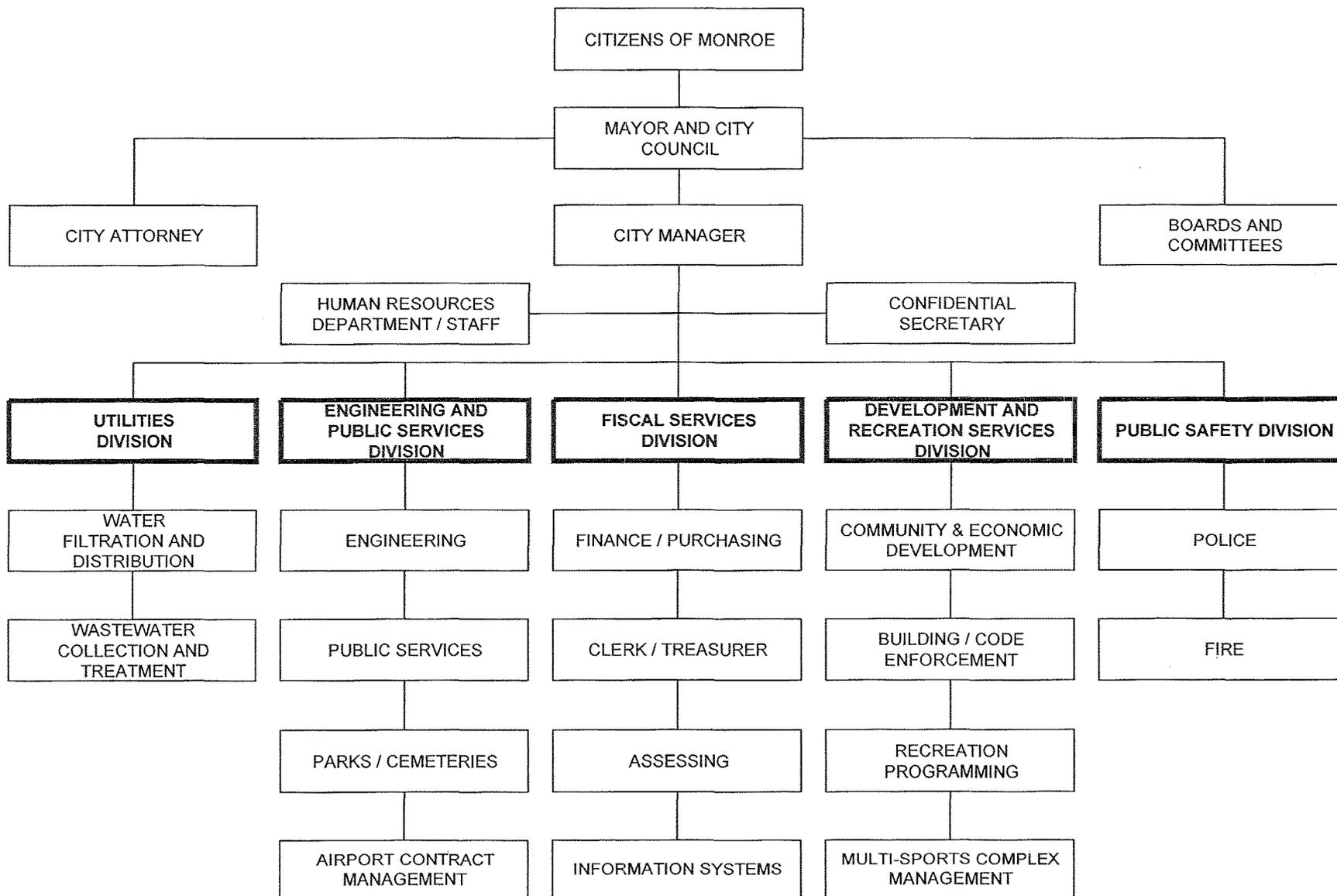
PHYSICAL/MENTAL DEMANDS AND WORK ENVIRONMENT:

- The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions:

While performing the duties of this job, the employee is regularly required to see, hear and talk. The employee frequently is required to sit, stand, walk, use hands to manipulate, handle, or feel; and reach with hands and arms. The employee is periodically required to; stoop, kneel, crouch, or crawl and negotiate rough terrain. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus. Must possess the physical and mental abilities to transport self to meetings, conferences, etc.; analyze, reason, supervise, comprehend, evaluate, organize and handle the stress associated with administrative and supervisory responsibilities. The noise level in the work environment is usually moderate.

All job functions are considered essential

CITY OF MONROE PROPOSED ORGANIZATIONAL CHART FOR DISCUSSION - AUGUST 4, 2008



Sec. 46. Elective Officers Designated. (Amended April 27, 1993)

The elective officers are hereby fixed and designated as follows:

One (1) Mayor and six (6) Councilpersons and a Clerk/Treasurer.

The Mayor and six (6) Councilpersons shall be elected at large.

There shall not be more than one (1) Councilperson from each precinct as constituted and they must reside in the precinct from which they are elected.

The elected position of Clerk/Treasurer shall fulfill all duties and responsibilities and have such power and authority as provided by Charter, ordinance and statute.

PROPOSED SECTION 46 OF MONROE CITY CHARTER

Sec. 46. Elective Officers Designated.

The elective officers are hereby fixed and designated as follows:

One (1) Mayor and six (6) Councilpersons.

The Mayor and six (6) Councilpersons shall be elected at large.

There shall not be more than one (1) Councilperson from each precinct as constituted and they must reside in the precinct from which they are elected.

Sec. 47. Appointive Officers Designated; Removal. (Amended June 23, 1921)

The appointive officers of the said City are hereby fixed and designated as follows and shall be appointed by the Council:

One (1) City Attorney, for a term of two (2) years.

Three (3) Building Inspectors, for terms of three years, whose terms shall be so arranged that one (1) Inspector shall be appointed each year.

One (1) Chief of Police, for a term of one (1) year.

One (1) Chief of the Fire Department, for a term of one (1) year.

One (1) City Engineer, for a term of one (1) year.

Four (4) members of the Board of Review of whom the City Attorney shall be one (1), for a term of one (1) year.

Three (3) Election Inspectors for each election precinct, for a term of one (1) year.

One (1) City Physician, for a term of one (1) year.

One (1) Inspector of Weights and Measures, for a term of one (1) year.

One (1) Dog Warden, for a term of one (1) year.

And such other officers, and for such terms of office, as the Council may by ordinance provide.

All appointive officers may be removed by a majority vote of the Council at its pleasure.

PROPOSED SECTION 47 OF MONROE CITY CHARTER

Sec. 47. Appointive Officers Designated; Removal.

The appointive officers of the City are hereby fixed and designated as follows and shall be appointed by the Council:

One (1) City Manager (wherever in this Charter where the word "Director" appears it is to refer to the City Manager).

One (1) Clerk/Treasurer who shall fulfill all duties and responsibilities and shall have such power and authority as maybe provided by statute, Charter, or ordinance.

One (1) City Attorney.

And such other officers and for such terms of office, as the Council may by ordinance provide.

All appointive officers may be removed by a majority vote of Council at its pleasure.

Sec. 48. Corporate Powers Vested in Council.

All the corporate powers of the City are hereby vested in a Council, consisting of a Mayor and two (2) other Councilpersons, elected as provided in this Charter.

PROPOSED SECTION 48 OF MONROE CITY CHARTER

It is proposed that this section be deleted from the Charter.

Sec. 49. Departments Enumerated.

The executive and administrative powers, authority and duties shall be distributed among the three (3) departments, as follows:

- (1) Department of Public Affairs and Finance.
- (2) Department of Public Utilities, Health, Welfare and Charities.
- (3) Department of Public Works.

PROPOSED SECTION 49 OF MONROE CITY CHARTER

It is proposed that this section be deleted from the Charter.

Sec. 50. Department Superintendents.

The Mayor shall be Superintendent of the Department of Public Affairs and Finance. The Council shall, at the first regular meeting after the election of its members, designate by a majority vote one Councilperson to be Superintendent of the Department of Public Utilities, Health, Welfare and Charities, and one to be Superintendent of the Department of Public Works. But such designation may be changed whenever it appears that the public service would be benefited thereby.

PROPOSED SECTION 50 OF MONROE CITY CHARTER

It is proposed that this section be deleted from the Charter.

Sec. 80. Authority of City Manager. (Amended Nov. 8, 1934; April 9, 1941; April 27, 1993)

The City Manager shall have the right and authority to hire and discharge, or temporarily suspend, any employee in any department or service; provided that any employee who is required by the laws of the State or by this Charter to subscribe to and file an oath of office shall not be employed, appointed or discharged except by a majority vote of the City Council; and provided further, that his authority to hire, discharge and suspend employees shall not extend to the authorized employees of the City Clerk, the City Treasurer and City Assessor. The City Clerk, the City Treasurer and the City Assessor shall, however, hire, discharge or temporarily suspend employees in accordance with the provisions of the personnel manual hereinafter mentioned; and said employees shall have the right to a public hearing before the Civil Service Commission which shall advise the appointing authority in writing of its findings.

The City Manager shall carry out the authority herein vested in him in accordance with the provisions of a personnel manual which he shall prepare and issue. This manual shall be prepared with the advice and assistance of the Civil Service Commission, appointed as provided in Sections 325 to 345 inclusive of this Charter, and it shall be submitted to the City Council for approval. Among other things, the personnel manual shall provide: (1) that appointments and promotions shall be based solely upon the fitness, training and experience of the individual with no discrimination on account of political or religious opinions; (2) that no employee shall be demoted, suspended or discharged for gender or political or religious reason, but such demotions, suspensions or discharges shall be made only for misconduct, inefficiency or other just cause; (3) that any demoted, suspended or discharged employee if hired through or put under Civil Service shall have the right to a public hearing before the Civil Service Commission after which said Civil Service Commission shall advise the City Manager in writing of its findings.

PROPOSED SECTION 80 OF MONROE CITY CHARTER

Sec. 80. Authority of City Manager

The City Manager shall have the right and authority to hire and discharge, or temporarily suspend, any employee in any department or service; provided that any employee who is required by the laws of the State or by this Charter to subscribe and file an oath of office shall not be employed, appointed or discharged except by a majority vote of the City Council.

The City Manager shall carry out the authority herein vested in him and in accordance with the provisions of a personnel manual which he shall prepare and issue. This manual shall be prepared with the advice and assistance of the Civil Service Commission, appointed as provided in Sections 325 to 345 inclusive of this Charter, and it shall be submitted to the City Council for approval. Among other things, the personnel manual shall provide: (1) that appointments and promotions shall be based solely upon the fitness, training, and experience of the individual with no discrimination on account of political or religious opinions; (2) that no employee shall be demoted, suspended or discharged for gender or political or religious reason, but such demotions, suspensions, or discharges shall be made only for misconduct, inefficiency or other just cause; (3) that any demoted, suspended, or discharged employee if hired through or put under Civil Service shall have the right to a public hearing before the Civil Service Commission after which said Civil Service Commission shall advise the City Manager in writing of its findings.

Sec. 105. Duties and Supervision of Chief of Police. (Amended April 27, 1993)

The Chief of Police of the City shall be subject to the direction of the City Manager. It shall be his duty to preserve the peace of the City, and to see that all ordinances and regulations of the Council are obeyed and enforced; to serve and execute all process directed or delivered to him in all prosecutions for violations of the State laws or ordinances; and he shall perform such other duties as the Mayor and Council may require of him.

PROPOSED SECTION 105 OF MONROE CITY CHARTER

It is proposed that this section be deleted from the Charter.

Sec. 231. Police Department to be Established and Maintained by Ordinance.

The Council shall by ordinance establish and provide for the maintenance of a Police Department and a Fire Department.

PROPOSED SECTION 231 OF MONROE CITY CHARTER

It is proposed that this section be deleted from the Charter.

Sec. 232. Police Department; Composition.

The Police Department shall consist of the Chief of Police and as many subordinate officers, policemen and employees as the Council shall by ordinance determine.

PROPOSED SECTION 232 OF MONROE CITY CHARTER

It is proposed that this section be deleted from the Charter.

Sec. 233. Police Department; Regulation by Ordinance.

The Council shall by ordinance make and establish rules for the regulation and government of the Police Department, prescribe and define the powers and duties of the officers and employees of such Department, and shall prescribe and enforce such police regulations as will most effectually preserve the peace and good order of the City, preserve the inhabitants from personal violence and protect public and private property from destruction by fire and unlawful depredation.

PROPOSED SECTION 233 OF MONROE CITY CHARTER

It is proposed that this section be deleted from the Charter.

Sec. 234. Fire Department; Composition.

The Fire Department shall consist of the Chief of the Fire Department, who shall be fire warden, and as many subordinate officers, firemen and employees as the Council shall by ordinance determine.

PROPOSED SECTION 234 OF MONROE CITY CHARTER

It is proposed that this section be deleted from the Charter.

Sec. 235. Fire Department; Regulation by Ordinance.

The Council shall by ordinance make and establish rules for the regulation and government of the Fire Department, prescribe and define the powers and duties of the officers and shall enact such ordinances and establish and enforce such regulations and provide such means as they shall deem necessary to guard against the occurrence of fires, and to protect the property and the persons of the inhabitants of the City against damage and accident resulting therefrom.

PROPOSED SECTION 235 OF MONROE CITY CHARTER

It is proposed that this section be deleted from the Charter.

THE HOME RULE CITY ACT (EXCERPT)
Act 279 of 1909

117.21 Charter amendment; procedure.

Sec. 21.

(1) An amendment to an existing city charter, whether the charter was adopted under this act or formerly granted or passed by the legislature for the government of a city, may be proposed by the legislative body of a city on a 3/5 vote of the members-elect or by an initiatory petition. If the amendment is proposed by the legislative body of the city, the amendment shall be submitted to the electors of the city at the next regular municipal or general state election, or at a special election, held not less than 60 days after the proposal of the amendment. If the amendment is proposed by an initiatory petition, the amendment shall be submitted to the electors of the city at the next regular municipal or general state election held in the city not less than 90 days after the filing of the petition.

(2) Proposed charter amendments and other questions to be submitted to the electors shall be published in full with existing charter provisions that would be altered or abrogated by the proposed charter amendment or other question. The purpose of the proposed charter amendment or question shall be designated on the ballot in not more than 100 words, exclusive of caption, that shall consist of a true and impartial statement of the purpose of the amendment or question in language that does not create prejudice for or against the amendment or question. The text of the statement shall be submitted to the attorney general for approval as to compliance with this requirement before being printed. In addition, the proposed charter amendment in full shall be posted in a conspicuous place in each polling place. The form in which a proposed charter amendment or question shall appear on the ballot, unless provided for in the initiatory petition, shall be determined by resolution of the legislative body, and if provided for by the initiatory petition, the legislative body may add an explanatory caption.

(3) A proposed charter amendment shall be confined to 1 subject. If the subject of a charter amendment includes more than 1 related proposition, each proposition shall be separately stated to afford an opportunity for an elector to vote for or against each proposition. If a proposed charter amendment is rejected at an election, the amendment shall not be resubmitted for a period of 2 years.

(4) A city charter formerly granted by a different act of the state legislature, including the charter of a city of the fourth class, that adopts or comes under any part of this act by amendment under this section, and not by general revision, adoption, or incorporation under this act, may again be amended under this section, as to the part or parts that are amended, by re-enacting under this section that part or parts of the original act of incorporation that existed before any amendment was made under this act. The part or parts of the original act of incorporation that are re-enacted shall not be construed as operating or coming under the provisions of this act in any manner, it being the intention to permit a city described in this subsection, to adopt by amendment any part of the provisions of this act permissible or to withdraw from the provisions of this act.

(5) Propositions and questions shall be proposed, initiated, submitted and canvassed in a manner similar to that provided for charter amendments.

History: 1909, Act 279, Eff. Sept. 1, 1909 ;-- Am. 1911, Act 203, Eff. Aug. 1, 1911 ;-- Am. 1913, Act 5, Imd. Eff. Mar. 11, 1913 ;-- CL 1915, 3324 ;-- Am. 1917, Act 6, Imd. Eff. Mar. 9, 1917 ;-- Am. 1917, Act 40, Eff. Aug. 10, 1917 ;-- Am. 1917, Act 232, Imd. Eff. May 10, 1917 ;-- Am. 1919, Act 403, Eff. Aug. 14, 1919 ;-- Am. 1929, Act 279, Eff. Aug. 28, 1929 ;-- CL

1929, 2257 ;-- Am. 1939, Act 279, Eff. Sept. 29, 1939 ;-- Am. 1947, Act 1, Imd. Eff. Jan. 23, 1947 ;-- Am. 1947, Act 87, Imd. Eff. May 12, 1947 ;-- CL 1948, 117.21 ;-- Am. 1955, Act 117, Eff. Oct. 14, 1955 ;-- Am. 2003, Act 303, Eff. Jan. 1, 2005

Compiler's Notes: Act 203 of 1911, which amended this section, was held unconstitutional and void. See note to § 117.1. The 1911 amendment reads as follows: "Sec. 21. Any existing charter, whether passed pursuant to the provisions of this act or by the State legislature, may from time to time be amended as follows: An amendment may be proposed by the legislative body on a two-thirds vote of the members-elect or by an initiatory petition as herein provided, and shall be submitted to the electors as herein provided at the next general or special election. When it originates in the legislative body it shall be published and remain on the table for thirty days before action is taken thereon. The form in which any proposed amendment shall be submitted on the ballot, unless provided for in the initiatory petition, shall be determined by the legislative body."

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THE HOME RULE CITY ACT (EXCERPT)
Act 279 of 1909

117.22 Charter amendment; submission to governor, approval; re-consideration.

Sec. 22.

Every amendment to a city charter whether passed pursuant to the provisions of this act or heretofore granted or passed by the state legislature for the government of such city, before its submission to the electors, and every charter before the final adjournment of the commission, shall be transmitted to the governor of the state. If he shall approve it, he shall sign it; if not, he shall return the charter to the commission and the amendment to the legislative body of the city, with his objections thereto, which shall be spread at large on the journal of the body receiving them, and if it be an amendment proposed by the legislative body, such body shall re-consider it, and if 2/3 of the members-elect agree to pass it, it shall be submitted to the electors. If it be an amendment proposed by initiatory petition, it shall be submitted to the electors notwithstanding such objections.

History: 1909, Act 279, Eff. Sept. 1, 1909 ;-- Am. 1913, Act 5, Imd. Eff. Mar. 11, 1913 ;-- CL 1915, 3325 ;-- CL 1929, 2258 ;-- CL 1948, 117.22

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THE HOME RULE CITY ACT (EXCERPT)
Act 279 of 1909

117.23 Publication of proposed charter and amendments; submission of charter and separate propositions to electors; adoption; ballot.

Sec. 23.

(1) A proposed city charter and each amendment to an existing city charter before submission to the electors, shall be published as the charter commission or the legislative body may prescribe. A proposed charter may be submitted to the qualified electors as an entirety in a single proposition substantially as follows: "Shall the city charter proposed by the city charter commission be adopted?" Adoption of a proposed charter shall require a simple majority of those voting on the question.

(2) When submitting a proposed charter, separate propositions, on specific charter provisions may also be submitted to the qualified electors. In such case, all propositions shall be in such form as are approved by the attorney general as to clarity and impartiality. If the proposed charter and any of the separate propositions are adopted, the new charter shall take effect with the alternatives or additions contemplated by such separate propositions as are adopted. Adoption of a separate proposition which is an alternative to a provision contained in the proposed charter shall require approval by a majority of those voting on the separate proposition and also a majority of those voting on the proposed charter; otherwise the adoption of a separate proposition shall require a simple majority. The ballot shall contain voting instructions and a brief explanation of the effect of each of the propositions.

History: 1909, Act 279, Eff. Sept. 1, 1909 ;-- Am. 1913, Act 5, Imd. Eff. Mar. 11, 1913 ;-- CL 1915, 3326 ;-- CL 1929, 2259 ;-- CL 1948, 117.23 ;-- Am. 1971, Act 223, Imd. Eff. Dec. 30, 1971

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THE HOME RULE CITY ACT (EXCERPT)
Act 279 of 1909

117.24 Charters or amendments; filing; effective date.

Sec. 24.

If the charter, or any amendment thereto, whether of cities incorporated under the provisions of this act, or under an existing charter of the city heretofore granted or passed by the legislature for the government of the city, be approved, then 2 printed copies thereof, with the vote for and against duly certified by the city clerk shall, within 30 days after the vote is taken, be filed with the secretary of state, and a like number with the county clerk of the county in which such city is located and shall thereupon become law, unless a different date for the taking effect of such charter or charter amendment, or any part thereof, is specifically set forth therein.

History: 1909, Act 279, Eff. Sept. 1, 1909 ;-- Am. 1913, Act 5, Imd. Eff. Mar. 11, 1913 ;-- CL 1915, 3327 ;-- CL 1929, 2260 ;-- Am. 1941, Act 175, Eff. Jan. 10, 1942 ;-- CL 1948, 117.24

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CITY COUNCIL AGENDA FACT SHEET

RELATING TO: EAST ELM AVENUE RESURFACING FUNDING CONTRACT WITH MDOT

DISCUSSION: The City of Monroe annually receives a share of Federal dollars specifically dedicated for use on our busiest roadways, known as Federal-Aid routes. The Michigan Department of Transportation (MDOT) is the administering agency for these funds, and as such, an agreement is necessary between the City of Monroe and MDOT to enable them to be used for this project. For the state fiscal year that runs from October 1, 2010 through September 30, 2011, the City has approximately \$405,000 in Federal obligational authority, and must provide at least a 20% local match. This year, we are planning to split this funding between two (2) projects. The first of these is the resurfacing of East Elm Avenue between North Monroe Street and North Dixie Highway, excluding work already completed as a part of the Elm / Dixie / Winchester intersection reconstruction project that is funded through a separate Federal earmark. This project includes milling and resurfacing of the top three inches (3") of pavement, replacement of a few curb and gutter sections, and associated minor work. This project has been placed into the May 6, 2011 MDOT bid letting, with a final completion date of August 15, with provisions written into the contract such that no work is allowed during the Jazz Festival or the weekend of the Monroe County Fair Parade. This roadway was last resurfaced in 1995 by MDOT, immediately prior to turning jurisdiction of the roadway over to the City of Monroe.

In order to utilize any Federal Funds, the City of Monroe must enter into a funding agreement with MDOT. Page 8 of the attached agreement details the cost participation based on the construction estimate, and the present cost estimate is \$350,600 in total. Attached to this fact sheet is a resolution delineating the terms of the agreement, and the actual agreement itself. The language of the agreement is standard for MDOT Local Agency Program projects, and is essentially unchanged from those approved in previous years. The dollar share for each entity is based on the project cost estimate. As is standard for Federally-funded projects, the City must pay at least a 20% local share for the remaining work items, as well as all costs for design and construction engineering and any overruns. Based on the above, the expected City share is \$70,600 in construction costs. \$35,000 was funded already in City Fiscal Year 10-11 for design engineering costs, and of this amount, \$18,061 is still available for use in construction inspection, along with \$30,000 in funding budgeted for Fiscal Year 11-12, which should be more than adequate. The total City funding budgeted for construction costs is \$118,000, which includes the \$70,600 cost estimate plus a contingency of \$47,400 (which equates to roughly 14% of the total construction costs). Provided that the low bid is close to the current estimate, there should be substantial funding left over at project completion that can be used for other major street projects. We plan to manage and inspect this project with City staff.

Since there will be at least \$125,000 left in Federal funds for 2011, we plan to address a long-standing deficiency by completely reconstructing West Front Street between Harrison and South Monroe Streets, including removal of the original brick pavement base, while keeping the curbs generally in place, rather than simply resurfacing the roadway as originally planned. Further information will be provided for your approval when that project has been programmed as well.

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

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: MDOT award of the contract cannot occur until after the City approves the funding contract.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

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

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$463,000*
	Cost of This Project Approval	\$350,600**
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

*Includes \$280,000 in Federal Funds, \$35,000 already allocated for design in FY 10-11, \$70,600 in base line construction costs – local share, \$47,400 contingencies, and \$30,000 in construction engineering costs budgeted for FY 11-12. Note that it appears excess funding will be available in both the construction engineering and contingencies barring major unforeseen issues.

**Includes \$280,000 in Federal Funds and \$70,600 in City's share of base construction costs per the funding agreement.

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	E. Elm Ave. Resurfacing	202-60.451-818.020 11M02	\$70,600
	<u>Other Funds</u>		
	Federal Urban Area Funds		\$280,000

Budget Approval: _____

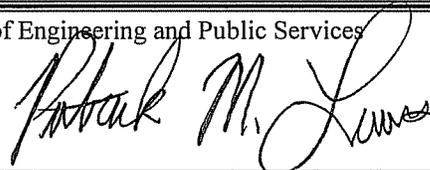
FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services

DATE: 04/12/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: April 18, 2011



RESOLUTION

WHEREAS, East Elm Avenue between North Monroe Street (M-125) and North Dixie Highway is under the jurisdiction of the City of Monroe; and

WHEREAS, this roadway surface is in poor condition, such that the City of Monroe has developed plans and specifications for the milling and resurfacing of the top three inches (3") of bituminous pavement, along with other associated work; and

WHEREAS, this roadway is eligible for the use of Federal Funds as it has been classified as an Urban Minor Arterial in the National Functional Classification System; and

WHEREAS, Federal Funding in the amount of \$280,000 is available to the City of Monroe for use on this project; and

WHEREAS, the City of Monroe and the Michigan Department of Transportation have reached an understanding with each other regarding the performance of the project work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, BE IT RESOLVED, that the Monroe City Council hereby approves Contract Number 11-5187 with the Michigan Department of Transportation; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk-Treasurer be authorized to sign the contract on behalf of the City of Monroe.

STP

DAB

Control Section	STUL 58416
Job Number	112743
Project	STP 1158(016)
Federal Item No.	HH 7233
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	11-5187

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MONROE, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Monroe, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated March 30, 2011, attached hereto and made a part hereof:

Hot mix asphalt cold milling and resurfacing work along Elm Avenue from Monroe Street to North Dixie Highway; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$280,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

9. The REQUESTING PARTY certifies that a) it is a person under 1995 PA 71 and is not aware of and has no reason to believe that the property is a facility as defined in MSA 13A.20101(1)(1); b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); MSA 13A.20126(3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402, MSA 3.996(102).

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401; MSA 3.996(101), which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402; MSA 3.996(102). Exclusive jurisdiction of such highway for the purposes of MCL 691.1402; MSA 3.996(102) rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

17. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as

the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

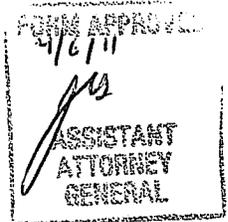
CITY OF MONROE

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



March 30, 2011

EXHIBIT I

CONTROL SECTION	STUL 58416
JOB NUMBER	112743
PROJECT	STP 1158(016)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$350,600
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$350,600
Less Federal Funds*	<u>\$280,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 70,600

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by twenty percent (20%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 98-502.

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Transportation
Bureau of Highways Technical Services
425 W. Ottawa, P.O. Box 30050
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT; and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March, 1998

APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: PARKS BALL FIELD MAINTENANCE AND CUSTODIAL SERVICES CONTRACTS FOR 2011 SEASON – REPORT ON BIDS RECEIVED

DISCUSSION: Due to the continuing attrition of Teamster personnel (budgeted for Fiscal Year 11-12 to be 15 full-time positions) within the Department of Public Services, a decision point has been reached where continuing to staff various Parks maintenance activities at an adequate level will require other important maintenance activities to be neglected. Additionally, it has been believed for some time that contracting these activities, which principally include regular ball diamond grading and lining, daily restroom cleaning, and daily trash collection, will result in cost savings to the City. While this was not specifically a recommendation set forth in the City-wide Operational Assessment report from 2007, the report does imply that costly internal operations should be considered for contracting when appropriate. The Department prepared two (2) separate sets of documents for bidding, and bids for both were opened on Monday, April 4. Since this represents a wholesale change in the mode of operation for these services, only a one-year contract was bid, to allow for any necessary contractual revisions to be made before a long-term contract is contemplated. The advertisement for bids, bid forms, and supplemental specifications for each contract are attached with this Fact Sheet. The bid advertisement was placed in the Monroe Evening News and was direct mailed to any known bidders. In addition to the primary parks activities, watering of downtown concrete planter units and ornamental trees within the Maple Boulevard right-of-way planted by ITC to mitigate the loss of trees due to their line clearing activities were also included in the Custodial Services contract, since these contracts afforded a good opportunity to save costs in these regular maintenance activities as well.

There were a total of five (5) bidders for each contract, and bid tabulations are attached. The low bidder for both contracts is World Class Landscaping & Contracting, Inc. from Carleton, Michigan, and they were the only bidder to submit a bid on both contracts. They have substantial experience in ball field work, including Airport Community Schools and the Huron School District (New Boston). During the Winter months, their largest client is the Ford Motor Company Rouge Plant in Dearborn, where they are on-site performing snow removal as needed, but also perform a variety of custodial services to fill in gaps when winter activities are not being undertaken. Based on their references for the ball field work, their broad range of experience as a general maintenance contractor, and the relative simplicity of the custodial and refuse services that are a part of this contract, we are confident that they will be able to successfully complete all work. It appears that their willingness to bid on both contracts has indeed resulted in overall savings to the City, and will minimize coordination time between City supervisory staff and the contractor. With permission of the City Manager, we have directed them to begin ball field preparatory work immediately to avoid City staff involvement, and they were on site already on April 7.

While we believe that the specifications cover nearly all expected routine maintenance activities that were formerly undertaken by City staff in the past, we will retain some minor involvement within the parks. However, unlike in years past, these must be scheduled in priority with the other activities of our Operations Crew. Examples include opening and winterizing the restrooms each year, heavy repairs to play equipment, moving of picnic tables, etc. However, even when budgeting for up to \$40,000 in City staff time for these types of activities as well as the contract services costs, the projected total budget for the parks appropriation centers for fiscal year 11-12 is \$159,000 (\$139,000 in Department 60.756 and \$20,000 in Department 70.756), which is 25% below the projected fiscal year 10-11 budget of \$212,800 and 49% below the actual fiscal year 09-10 expenses of \$311,669. It is clear that contracting these functions has the potential to drastically reduce costs, while we feel that the contracts provide for adequate coverage and flexibility to meet the needs of parks users for the upcoming year. The authorization to award the items for which the Downtown Development Authority (DDA) is providing funding is contingent upon approval of their board, which is expected April 20.

IT IS RECOMMENDED that both the Ball Field Maintenance contract for an estimated amount of \$18,575 and the Custodial Services contract for an estimated amount of \$32,970 be awarded to World Class Landscaping & Contracting, Inc. **IT IS FURTHER RECOMMENDED** that authorization be given to exceed these contractual amounts if programming needs dictate, within the budgetary limitations of each line item. **IT IS FINALLY RECOMMENDED** that the Mayor and Clerk-Treasurer be authorized to execute the contracts on behalf of the City.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: April 18, 2011

REASON FOR DEADLINE: Contractor has already begun work under purchase order authorization, City staff does not have adequate capacity to perform work without seriously neglecting other duties.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Public Services Department, adult and youth ball players, Monroe Public Schools, all parks users

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$51,545.00*
	Cost of This Project Approval	\$51,545.00*
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

*Includes estimate of necessary services for both contracts, staff is requesting authority to exceed this amount up to the budgetary limitations in the respective line items.

SOURCE OF FUNDS:	City	Account Number	Amount
	Parks General Contractual	101-60.756-818.020 (FY 10-11)	\$11,000.00*
	Parks General Contractual	101-60.756-818.020 (FY 11-12)	\$18,785.00*
	Rec. Prog. General Contr.	101-70.756-818.020 (FY 10-11)	\$ 8,950.00**
	Rec. Prog. General Contr.	101-70.756-818.020 (FY 11-12)	\$ 9,625.00**
	Forestry General Contr.	101-60.468-818.020 (FY 10-11)	\$ 300.00***
	Forestry General Contr.	101-60.468-818.020 (FY 11-12)	\$ 1,050.00***
	DDA General Contractual	751-65.691-818.020 (FY 10-11)	\$ 595.00****
	DDA General Contractual	751-65.691-818.020 (FY 11-12)	\$ 1,240.00****

Note: Estimates based on projected usage each fiscal year, may vary from projections. Through this authorization, Council approval for services at the bid unit prices is requested, subject to the budgetary restrictions in each line item.

*Includes daily restroom cleaning and trash collection in all parks.

**Includes ball diamond preparatory work as needed and directed by Recreation staff.

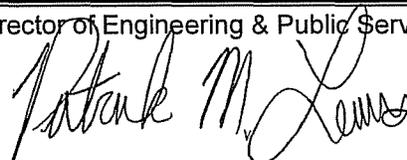
***Includes watering of new ornamental trees in Maple Boulevard median as directed by Forestry staff.

****Includes watering of concrete downtown planter units and trash collection along Riverwalk as directed by DDA staff.

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering & Public Services **DATE:** 04/12/11

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: April 18, 2011

City of Monroe Parks Custodial Services - 2011 Season

BID TABULATION

BIDS DUE: Monday, April 4, 2011

Page 1 of 1

No.	Item	# units	Units	1 - World Class Landsc.		2 - Contract Service Gr.		3 - Campbell Durocher Gr.	
				Unit Price	Amt.	Unit Price	Amt.	Unit Price	Amt.
1	Munson Park Playground Restroom Cleaning	184.0	DAY	17.50	3,220.00	16.00	2,944.00	21.01	3,865.84
2	Munson Park Ball Complex Restroom Cleaning	184.0	DAY	17.50	3,220.00	16.00	2,944.00	21.01	3,865.84
3	Veterans' Park Restroom Cleaning	184.0	DAY	17.50	3,220.00	16.00	2,944.00	21.01	3,865.84
4	Saint Mary's Park Restroom Cleaning	184.0	DAY	17.50	3,220.00	16.00	2,944.00	21.01	3,865.84
5	Hellenberg Park Restroom Cleaning	184.0	DAY	7.50	1,380.00	16.00	2,944.00	10.52	1,935.68
6	Refuse Collection - Munson Park (1-20 containers)	207.0	DAY	25.00	5,175.00	16.00	3,312.00	20.97	4,340.79
7	Refuse Collection - Other Parks (1-30 containers)	207.0	DAY	50.00	10,350.00	72.00	14,904.00	59.55	12,326.85
8	Refuse Collection - Riverwalk (1-5 containers)	207.0	DAY	5.00	1,035.00	8.00	1,656.00	20.97	4,340.79
9	Watering of Flowers in Downtown (1-28 total)	80.0	DAY	10.00	800.00	16.00	1,280.00	21.25	1,700.00
10	Watering of Ornamental Trees along Maple (1-50 total)	90.0	DAY	15.00	1,350.00	16.00	1,440.00	21.12	1,900.80
Total					32,970.00		37,312.00		42,008.27

No.	Item	# units	Units	4 - CTI Property Services		5 - Omni Facility Services	
				Unit Price	Amt.	Unit Price	Amt.
1	Munson Park Playground Restroom Cleaning	184.0	DAY	25.00	4,600.00	8.69	1,598.96
2	Munson Park Ball Complex Restroom Cleaning	184.0	DAY	25.00	4,600.00	8.69	1,598.96
3	Veterans' Park Restroom Cleaning	184.0	DAY	20.00	3,680.00	8.69	1,598.96
4	Saint Mary's Park Restroom Cleaning	184.0	DAY	20.00	3,680.00	8.69	1,598.96
5	Hellenberg Park Restroom Cleaning	184.0	DAY	20.00	3,680.00	8.69	1,598.96
6	Refuse Collection - Munson Park (1-20 containers)	207.0	DAY	40.00	8,280.00	80.80	16,725.60
7	Refuse Collection - Other Parks (1-30 containers)	207.0	DAY	50.00	10,350.00	121.20	25,088.40
8	Refuse Collection - Riverwalk (1-5 containers)	207.0	DAY	20.00	4,140.00	20.20	4,181.40
9	Watering of Flowers in Downtown (1-28 total)	80.0	DAY	20.00	1,600.00	8.60	688.00
10	Watering of Ornamental Trees along Maple (1-50 total)	90.0	DAY	20.00	1,800.00	15.50	1,395.00
Total					46,410.00		56,073.20

City of Monroe Ball Field Maintenance - 2011 Season
BID TABULATION
BIDS DUE: Monday, April 4, 2011

No.	Item	# units	Units	1 - World Class Landscaping		2 - Noel Lawn Service		3 - Loch Le Monde Landscapes	
				Unit Price	Amt.	Unit Price	Amt.	Unit Price	Amt.
1	Reg. Main. - 4 adult ball dia. - Munson	80.0	DAY	140.00	11,200.00	100.00	8,000.00	180.00	14,400.00
2	Reg. Main. - 2 youth ball dia. - Munson	30.00	DAY	75.00	2,250.00	100.00	3,000.00	90.00	2,700.00
3	Reg. Main. - #1 adult ball dia. - Roessler	30.0	DAY	40.00	1,200.00	100.00	3,000.00	45.00	1,350.00
4	Reg. Main. - 3 other ball dia. - Roessler	15.0	DAY	75.00	1,125.00	100.00	1,500.00	135.00	2,025.00
5	Reg. Main. - 1 adult ball dia. - Cairns	15.0	DAY	40.00	600.00	100.00	1,500.00	45.00	675.00
6	Reg. Main. - 1 adult ball dia. - Navarre	20.0	DAY	40.00	800.00	100.00	2,000.00	45.00	900.00
7	Reg. Main. - 1 adult ball dia. - Hellenberg	5.0	DAY	10.00	50.00	100.00	500.00	45.00	225.00
8	PS Prep. - 4 adult ball dia. - Munson	1.0	DAY	100.00	100.00	400.00	400.00	360.00	360.00
9	PS Prep. - 2 youth ball dia. - Munson	1.0	DAY	75.00	75.00	200.00	200.00	180.00	180.00
10	PS Prep. - #1 adult ball dia. - Roessler	1.0	DAY	75.00	75.00	100.00	100.00	90.00	90.00
11	PS Prep. - 3 other ball dia. - Roessler	1.0	DAY	75.00	75.00	100.00	100.00	270.00	270.00
12	PS Prep. - 1 adult ball dia. - Cairns	1.0	DAY	75.00	75.00	100.00	100.00	90.00	90.00
13	PS Prep. - 1 adult ball dia. - Navarre	1.0	DAY	75.00	75.00	100.00	100.00	90.00	90.00
14	PS Prep. - 1 adult ball dia. - Hellenberg	1.0	DAY	75.00	75.00	100.00	100.00	90.00	90.00
15	Fueling of Pitching Machine, Per Field	80.0	DAY	10.00	800.00	5.00	400.00	15.00	1,200.00
Total					18,575.00		21,000.00		24,645.00

No.	Item	# units	Units	4 - M & J Contracting, Inc.		5 - W.H. Canon, Inc.	
				Unit Price	Amt.	Unit Price	Amt.
1	Reg. Main. - 4 adult ball dia. - Munson	80.0	DAY	330.00	26,400.00	615.00	49,200.00
2	Reg. Main. - 2 youth ball dia. - Munson	30.00	DAY	110.00	3,300.00	235.00	7,050.00
3	Reg. Main. - #1 adult ball dia. - Roessler	30.0	DAY	82.50	2,475.00	80.00	2,400.00
4	Reg. Main. - 3 other ball dia. - Roessler	15.0	DAY	165.00	2,475.00	265.00	3,975.00
5	Reg. Main. - 1 adult ball dia. - Cairns	15.0	DAY	82.50	1,237.50	130.00	1,950.00
6	Reg. Main. - 1 adult ball dia. - Navarre	20.0	DAY	137.50	2,750.00	115.00	2,300.00
7	Reg. Main. - 1 adult ball dia. - Hellenberg	5.0	DAY	90.00	450.00	245.00	1,225.00
8	PS Prep. - 4 adult ball dia. - Munson	1.0	DAY	415.00	415.00	1,760.00	1,760.00
9	PS Prep. - 2 youth ball dia. - Munson	1.0	DAY	245.00	245.00	675.00	675.00
10	PS Prep. - #1 adult ball dia. - Roessler	1.0	DAY	165.00	165.00	365.00	365.00
11	PS Prep. - 3 other ball dia. - Roessler	1.0	DAY	330.00	330.00	875.00	875.00
12	PS Prep. - 1 adult ball dia. - Cairns	1.0	DAY	165.00	165.00	435.00	435.00
13	PS Prep. - 1 adult ball dia. - Navarre	1.0	DAY	200.00	200.00	435.00	435.00
14	PS Prep. - 1 adult ball dia. - Hellenberg	1.0	DAY	300.00	300.00	295.00	295.00
15	Fueling of Pitching Machine, Per Field	80.0	DAY	10.00	800.00	10.00	800.00
Total					41,707.50		73,740.00



World Class Landscaping & Contracting, Inc.

P.O. Box 531 • Carleton, MI 48117 • 734-654-4520 • Fax: 734-654-4524

www.worldclasslandscaping.org



COMPANY PROFILE:

World Class Landscaping is a full-service landscape contractor based in Carleton, MI. We have provided outstanding professional services for over 20 years to numerous commercial & municipal clients.

Our mission is to be a company that ensures each customer high-quality personalized service and unrivaled customer satisfaction.

We at World Class Landscaping value customer relationships....
As a result, we strive to satisfy each client by meeting individualized needs with customized service and optimal performance.

COMMERCIAL SERVICES:

- Sustainable landscape design & development
- Lawn & landscape maintenance/care programs
- Sod installation
- Brick pavers/retaining walls
- Project Green – Grounds Management Evaluations
- Hydro-seeding
- Athletic Field Maintenance
- Erosion control & drainage solutions
- Snow removal
- Certified MDOT contractor
- **COMPREHENSIVE services for your *WORLD with CLASS!***

Recent PROJECT PROFILES:

Airport High School – Athletic Fields – Carleton, MI
Chelsea Clock Tower – Chelsea, MI
Fifth-Third Banks – Gibraltar, Roseville & Ferndale, MI
Flat Rock Library – Flat Rock, MI
Ford Motor Company – Rouge Complex- Dearborn, MI
Ford Motor Company – Wixom Plant – Wixom, MI
Hampton Inn – Romulus, MI
Law Offices of Foley & Mansfield – Ferndale, MI
National Credit Union – Brownstown, MI
Plymouth Green Crossing – Ann Arbor, MI
Propspinner Park – Lincoln Park, MI
Romulus Recreation Center - Romulus, MI
State St. Executive Park – Ann Arbor, MI
U.S. Border Patrol – Gibraltar, MI
Unity Park – Ash Township
University of Michigan – Ann Arbor, MI
Village Beautification Project – Carleton, MI
Wayne County Community College – Taylor, MI

CLIENT LIST:

- *Airport Community Schools*
- *Ash Township*
- *Aristeo Services, Inc.*
- *City of Taylor*
- *J.A.F. Consulting*
- *J.G. Morris Construction*
- *J.S. Vig Construction*
- *Huron School District*
- *Mastronardi Produce*
- *Metro Flight Services*
- *Transwestern*
- *Washtenaw Services*

Contact Info:

Charles (Chuck) Collert (734) 216-7760
President

Business Office (734) 654-4520
FAX# (734) 654-4524

worldclass4520@yahoo.com

ADVERTISEMENT FOR BIDS

Sealed proposals for:

CITY OF MONROE BALL FIELD MAINTENANCE, 2011 SEASON

will be received by the City Clerk-Treasurer in the City Hall at 120 East First Street, Loranger Square, Monroe, Michigan 48161, until 3:00 P.M., LOCAL TIME, Monday, the **4th** day of **April**, 20**11**. The bids will be publicly opened and read aloud by the City Clerk at 3:00 P.M., LOCAL TIME, the same day, in the City Clerk-Treasurer's Office.

The proposed contract includes maintenance of adult and youth baseball and softball fields in City-owned parks, and those facilities under the ownership of Monroe Public Schools that are utilized by the City of Monroe and Monroe Public Schools for this purpose.

The Proposal and Contract Documents, including specifications, may be obtained only from the Michigan Intergovernmental Trade Network (MITN) at <http://www.mitn.info> only.

There is a **MANDATORY pre-bid meeting** that will be held on **Monday, March 28, 2011** starting at **9:00 A.M.** at the First Floor Conference Room at Monroe City Hall, 120 East First Street (check in at Engineering Department). The pre-bid meeting for the custodial services and ball field maintenance meetings will be combined, and tours of the various facilities can follow as necessary. Bids will be rejected from bidders not represented at this meeting.

The City of Monroe reserves the right to accept any proposal, to reject any proposal or to waive defects in proposals.

A bid bond or certified check made payable to the City of Monroe in the amount of not less than five percent (5%) of the bid must be deposited by each bidder with his bid.

No bidder may withdraw his bid within **FORTY-FIVE (45)** days after the actual date of the opening thereof, but may withdraw it at any time prior to the scheduled closing time for receipts of bids.

ROBERT E. CLARK
Mayor

CHARLES D. EVANS
City Clerk-Treasurer

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

CITY OF MONROE BALL FIELD MAINTENANCE – 2011 SEASON

<u>ITEM NO.</u>	<u>UNIT</u>	<u>NO. OF UNITS</u>	<u>ITEM DESCRIPTION WITH UNIT BID PRICES WRITTEN IN WORDS</u>	<u>UNIT PRICE FIGURES</u>	<u>TOTAL ITEM AMOUNT</u>
1.	DAY	80.0	REGULAR MAINTENANCE OF ALL FOUR (4) ADULT BALL DIAMONDS AT MUNSON PARK	_____ DOLLARS _____ CENTS \$ _____	\$ _____
2.	DAY	30.0	REGULAR MAINTENANCE OF TWO (2) YOUTH BALL DIAMONDS AT MUNSON PARK	_____ DOLLARS _____ CENTS \$ _____	\$ _____
3.	DAY	30.0	REGULAR MAINTENANCE OF ONE (1) PRIMARY ADULT BALL DIAMOND AT ROESSLER FIELD (ROESSLER FIELD #1 IS IDENTIFIED WITH STORAGE BUILDING IMMEDIATELY ADJACENT)	_____ DOLLARS _____ CENTS \$ _____	\$ _____
4.	DAY	15.0	REGULAR MAINTENANCE OF OTHER THREE (3) ADULT BALL DIAMONDS AT ROESSLER FIELD	_____ DOLLARS _____ CENTS \$ _____	\$ _____
5.	DAY	15.0	REGULAR MAINTENANCE OF ONE (1) ADULT BALL DIAMOND AT CAIRNS FIELD	_____ DOLLARS _____ CENTS \$ _____	\$ _____
6.	DAY	20.0	REGULAR MAINTENANCE OF ONE (1) ADULT BALL DIAMOND AT NAVARRE FIELD	_____ DOLLARS _____ CENTS \$ _____	\$ _____

<u>ITEM NO.</u>	<u>UNIT</u>	<u>NO. OF UNITS</u>	<u>ITEM DESCRIPTION WITH UNIT BID PRICES WRITTEN IN WORDS</u>	<u>UNIT PRICE FIGURES</u>	<u>TOTAL ITEM AMOUNT</u>
7.	DAY	5.0	MAINTENANCE OF ONE (1) ADULT BALL DIAMOND AT HELLENBERG FIELD – AS NEEDED ONLY	_____ DOLLARS _____ CENTS \$ _____	\$ _____
8.	LS	1.0	PRE-SEASON PREPARATION OF ALL FOUR (4) ADULT BALL DIAMONDS AT MUNSON PARK	_____ DOLLARS _____ CENTS \$ _____	\$ _____
9.	LS	1.0	PRE-SEASON PREPARATION OF TWO (2) YOUTH BALL DIAMONDS AT MUNSON PARK	_____ DOLLARS _____ CENTS \$ _____	\$ _____
10.	LS	1.0	PRE-SEASON PREPARATION OF ONE (1) PRIMARY ADULT BALL DIAMOND AT ROESSLER FIELD (ROESSLER FIELD #1 IS IDENTIFIED WITH STORAGE BUILDING IMMEDIATELY ADJACENT)	_____ DOLLARS _____ CENTS \$ _____	\$ _____
11.	LS	1.0	PRE-SEASON PREPARATION OF OTHER THREE (3) ADULT BALL DIAMONDS AT ROESSLER FIELD	_____ DOLLARS _____ CENTS \$ _____	\$ _____
12.	LS	1.0	PRE-SEASON PREPARATION OF ONE (1) ADULT BALL DIAMOND AT CAIRNS FIELD	_____ DOLLARS _____ CENTS \$ _____	\$ _____

<u>ITEM NO.</u>	<u>UNIT</u>	<u>NO. OF UNITS</u>	<u>ITEM DESCRIPTION WITH UNIT BID PRICES WRITTEN IN WORDS</u>	<u>UNIT PRICE FIGURES</u>	<u>TOTAL ITEM AMOUNT</u>
13.	LS	1.0	PRE-SEASON PREPARATION OF ONE (1) ADULT BALL DIAMOND AT NAVARRE FIELD	_____ DOLLARS _____ CENTS \$ _____	\$ _____
14.	LS	1.0	PRE-SEASON PREPARATION OF ONE (1) ADULT BALL DIAMOND AT HELLENBERG FIELD	_____ DOLLARS _____ CENTS \$ _____	\$ _____
15.	DAY	80.0	SET-UP, FUELING, AND TEAR-DOWN OF PITCHING MACHINE, PER FIELD	_____ DOLLARS _____ CENTS \$ _____	\$ _____

TOTAL BID AMOUNT \$ _____

Bidder's Signature

Company Name (Please Print)

Bidder's Name (Please Print)

Company Street Address

() _____
Telephone Number FaxNumber

City State Zip

Email Address (if applicable)

DIVISION K: SUPPLEMENTAL SPECIFICATIONS

CITY OF MONROE BALL FIELD MAINTENANCE 2011 SEASON

1. SCOPE OF WORK:

The City of Monroe wishes to contract for maintenance of ball fields within City-owned and / or operated facilities. This work shall include all labor, materials, and equipment necessary to maintain the locations described herein in a superior condition.

2. RELATIONSHIP TO OTHER CONTRACT PROVISIONS:

This contract form heretofore adopted is the typical City of Monroe Construction Contract form, with a few modifications to the Instructions to Bidders section (Division A). Some sections, particularly in the General Conditions and Specifications (Division D) may not appear on the surface to have applicability to this type of contract. However, all provisions remain in force should the need arise, and if applicable. If any discrepancy exists between any areas of the contract documents, Division D indicates the order of priority of the respective provisions.

3. TERM OF CONTRACT:

This contract is intended to be presented for adoption by the Monroe City Council at their regular meeting of April 18, 2011. Assuming this is done, contractor awarded this work shall commence daily operations no later than May 1, 2011, unless other arrangements are made. Each activity will be paid at the daily rate for each line item for the actual number of days where work is performed. Since the ball schedules fluctuate somewhat and are dependent on weather conditions, the total number of days where services will be needed has been estimated for each facility, and in general, all maintenance activities will be completed by October 15. The bid units for pay items 1 through 7 reflect this, with a total expected number of days based on preliminary ball schedules.

4. PRE-QUALIFICATIONS:

All bidders must provide references per Page B-6 of the bid documents, indicating previous contract work of a similar nature. The City reserves the right to reject bids from contractors that do not appear to have substantial experience of a similar nature, or accept bids from Contractors with experience in similar maintenance activities where the overall organizational structure and other relevant qualifications indicate that they are capable of success, though they may lack contract-specific experience.

5. SPECIAL INSTRUCTIONS TO BIDDERS:

Bid items 1 through 7 set forth in this contract (set forth on Pages B-2-1 through B-2-2) assume the number of days in the EXPECTED contract term, and include providing the relevant service once per day as directed, which may not necessarily be every day during any particular week. For example, the bid item "Maintenance of All Four (4) Adult Ball Diamonds at Munson Park" has a bid quantity of 80.0 days. Bidder shall determine their costs to maintain all four fields together on a per day basis, and this shall be reported on the unit price line in words and numbers. The "Total Amount" column shall be computed by multiplying the unit price figures (per day) by the expected number of days. Payment for each line item shall be made on a per month basis for the actual number of days during that month when the service was provided. **For all line items**

that include multiple fields, payment will be made for that group of fields on one daily rate, NOT payment of the daily rate times the number of fields.

Bid items 8 through 14 set forth in this contract are to provide for a separate payment that will be made to the contractor for each field, or group of fields as the case may be, for the initial preparatory work for the season. As it is expected that the initial preparatory work will involve significantly more effort than daily maintenance throughout the season, these line items are intended to be paid as a lump sum for each location or group of locations, and after payment of these items for the first maintenance of the season, subsequent payment for each field or group of fields will be made at the daily rate in pay items 1 through 7.

Bid item 15 provides for a payment for each occasion that Contractor must set up, fuel, and take down pitching machine when needed for youth fields.

6. HOURS AND DAYS OF WORK:

All work must be performed within the codes, standards and municipal ordinances of the City of Monroe. Work shall not generally commence before 7:00 A.M. and shall not continue past 7:00 P.M., seven (7) days per week, and shall not interfere with the ball game schedules provided to the contractor. Work at other times shall require prior approval of the City of Monroe, and from time to time, due to expected special events, the City may direct that work be performed outside of these hours. Should the City desire an adjustment in the work hours, a minimum of 24 hours notice will be provided. No schedule is required from the Contractor, provided that work activities are contained within these hours, and that daily maintenance is being provided on the days directed by the City's Recreation Supervisor or her designee. The City will provide contact names and phone numbers for the Contractor's usage following award. Contractors should assume that maintenance activities may be necessary up to 7 days in any given week. Final schedules will be provided at the time of contract execution, with updates provided weekly.

7. FAMILIARITY WITH WORK AREAS:

It is each bidder's responsibility to visit all work sites called out in this bid package and to become familiar with the work activities that will be required, site boundaries, parking, restrictions, etc. City of Monroe staff is available to accompany each bidder to these locations and answer questions regarding the work called for in this proposal. A minimum of 24-hour notice must be provided to the City Department of Public Services in order to schedule a tour of these sites if City staff assistance is needed.

8. EQUIPMENT:

The Contractor shall provide a list of available equipment to be used on this contract, and the vehicles used to transport the equipment for this contract. This list must be submitted along with the bid. The Owner reserves the right to physically inspect and view the equipment at any time upon request. The Contractor shall immediately remove any and all equipment from City property solely determined by the Owner to be unsafe. All of Contractor's vehicles need to be clearly marked with the company name. All equipment will be mechanically sound, properly maintained, and shall not pose a hazard to any individuals that may come into contact with it during work activities. Any manufacturer installed safety equipment must not be modified, removed or rendered inoperable at any time. All machines will be operated by trained and qualified persons.

At no time shall an operator of a piece of equipment leave that equipment unoccupied and running.

9. RESPONSIBILITY FOR DAMAGE AND INJURY:

The Contractor shall be responsible for all damages to the City's property caused by either equipment or operator error. The City reserves the right to repair all damages with other sources if the Contractor fails to do so within forty-eight (48) hours. The Contractor shall be back-charged for all costs required to complete this work. In the event that the Contractor causes building or property damage, the Contractor is responsible for immediate communication with the City. This provision is designed to supplement, not replace, other liability and indemnification clauses listed throughout other sections of the contract.

10. APPEARANCE OF EMPLOYEES:

Contractor's employees shall maintain a neat and clean appearance at all times. Employees shall wear appropriate shoes, long pants or manufactured shorts (no shaggy cutoffs, bathing suits, etc.) and a shirt at all times. All work shall be performed in a professional, courteous manner using quality equipment and materials, all of which must be maintained and operated with the highest standard as well as complying with all OSHA and MIOSHA safety requirements.

11. SUBCONTRACTING / SOLE PROPRIETORS:

Subcontracting will be allowed, with all subcontractors subject to all of the same requirements as the prime contractor. However, the City must approve of any subcontractors prior to commencement of their work activities. A listing of all work items to be performed by subcontractors will be required to be submitted on a weekly basis to the City, no later than 8:00 A.M. each Monday, unless their assignments remain consistent from week to week. Insurance requirements will be the same as for the prime contractor. The City reserves the right, but not necessarily the obligation, to require that 50% of the contract value be performed by the prime contractor as well. The City will allow sole proprietors to bid on this contract work, however, if this award is made, a schedule of replacement individual(s) to perform work during expected leave days is required prior to bid award. The City reserves the sole discretion to reject award to sole proprietors if, in its opinion, there is concern over the ability to properly staff the work. If the award is made to a corporate entity, the City has the right to require that all individuals performing the work be employees and not self-employed individuals. All other provisions of contract pages A-2 and A-3 relative to subcontracting shall continue in force as well.

12. CONTRACTOR CONTACT:

The Contractor shall provide the City with a means of immediate communication regarding site completion, emergencies, or any other occasion that may arise. The City's emergency contact shall be determined from the Public Services "on-call" schedule, which will be provided to the Contractor upon award.

13. PERFORMANCE REVIEW:

Performance will be evaluated based upon the expectation of a neat, professional looking final product. After the third week of the Contract, the City and Contractor shall meet, if requested by the City, for the purpose of evaluating the Contractor's

performance. Failure of the City to request said meeting at that time does not exempt the Contractor from continuing with his / her obligations in this regard.

If the Contractor fails to complete work activities at any of the locations as specified, the City reserves the right to complete the task with either in-house personnel or other Contracted Services, provided that the Contractor has been given at least 24 hours prior written notice to cure any defect in service. The Contractor shall then be back-charged for all costs required to complete this work, which should be understood to potentially be higher than the contract amount for this service. If the Contractor fails to meet the specifications of this contract, the City reserves the right to review and / or terminate the contract at any time, with payment made for work activities completed satisfactorily.

14. CHANGES IN BID QUANTITIES:

As previously discussed, the City reserves the right to delete days from the contract, due to changes in ball schedules, rain days, cancellations, etc. Further, should special events or other circumstances cause the City to find it in its best interest to take over some or all of the contract operations with its own forces, days may be deleted from the contract as well. In all cases, the City will provide a minimum of 24 hours notice. Should the City determine through the bidding of this contract, that it is in the City's best interest to contract some activities and continue some with its own forces, only some of the line items may be awarded. In all of the above cases, the awarded and /or remaining pay quantities will be paid only at the "per day" price, and no adjustments in the bid prices will be paid. Provisions of Contract pages D-17 and D-18 (Section 20), dealing with changes in pay quantities will also apply to this section.

15. PAYMENT:

Payment will be made monthly, paid at the City Council meeting on the third Monday of each month, with Contractor invoices submitted no later than the Thursday immediately following the first Monday of each month. Checks will be available for pick-up or mailing on the Thursday following the third Monday in each month. No portion of the final monthly payment shall be made until the Contractor has fulfilled the requirements of page D-29, section 38.6 (Final payment) of the contract, excepting that a Maintenance Bond (subsection b) is not required due to the nature of this type of contract.

16. BONDING REQUIREMENTS:

Due to the type of work being undertaken, the requirement for Performance Bond will be reduced to twenty-five percent (25%) of the total contract price. The Labor and Material Bond requirement shall be the full value of the contract. Both bonds will remain in force for the life of the contract.

17. WAGE RATE REQUIREMENTS:

Since this contract is for maintenance activities only, the City's Labor Harmony provisions normally applicable to construction contracts shall not apply. Bidders shall be required to comply with all applicable Federal and State laws regarding employment of labor and payment of wages, but no specific City requirements are imposed upon the Contractor.

18. ADDITIONAL INSURANCE REQUIREMENTS:

In addition to the insurance requirements set forth in Division D of the specifications, since some of the contract work may occur on property owned by entities other than the City of Monroe, should those agencies require Contractor to include them as an

additional insured on the required contract insurance policies, this shall be included as a general item in the contract, and no additional compensation will be paid.

19. BALL FIELD MAINTENANCE REQUIREMENTS:

Contractor activities will be those normally associated with ball field preparation including, but not necessarily limited to, adding infield stone, dragging / grading of infield, and setting of bases at the proper distances for the age group utilizing the field during the afternoon or evening following work activities. Infield grading must be completed in such a fashion that there are no hazards, clumps, mounds (other than pitcher's mound) and that dimensions are within a reasonable tolerance on all base settings. The City of Monroe will provide a weekly schedule of all games, though Contractor may expect that weather conditions will occasionally cause postponement and rescheduling of games. All field maintenance shall be conducted outside of the times of scheduled games, and should be completed a minimum of 30 minutes prior. As much notice as possible will be provided by the City Recreation Department when games will need to be rescheduled. Maintenance activities shall generally be performed on an "as needed" basis throughout the term of the contract, with the expected maximum number of work days indicated on the bid submittal forms. The Contractor will be responsible for monitoring the condition of the fields and performing the required maintenance accordingly. The City reserves the right to contact the Contractor to report deficient field conditions in accordance with the Contract specifications.

The Contractor will be required to provide any required infield stone needed for grading, and any storage of this shall be in locations as directed by the City, generally within the same facility (property) where it will be used. The City will provide bases and settings as necessary to allow the Contractor to place them in their proper location, secured for play. Mowing of the outfields and any associated trimming along fence lines is included in the daily maintenance price, though it is expected that mowing will not need to occur more frequently than every other calendar day. Any grass intrusions into the infield, foul lines, warning tracks, etc., will be handled by the contractor as well. At Navarre Field, where a portion of the infield is grass, the Monroe Public Schools is responsible for mowing infield, so Contractor is not responsible for this upkeep.

All infield and outfield foul lines shall be chalked daily, contractor shall be responsible for purchasing and supplying chalk. A field drying agent shall be used when necessary due to light rain events. Chalk and field drying agent may be stored in the various utility rooms or storage closets in the parks in question, but Contractor should plan on breaking down any delivered palettes, as the rooms are not wide enough for the palettes to be stored in one unit.

Foul line stone areas and stone warning tracks do not necessarily need to be graded every day, but Contractor should figure adequate costs into the bid to ensure that they are mowed when necessary, which could be as often as every other day. In no case shall in-field grass be allowed to exceed a maximum of three inches (3"). Contractor shall also be responsible for collecting and disposing of trash in any infield dugout areas and player benches. This same work around and under bleachers of other areas outside of any field fencing and not otherwise described above shall not be included.

For youth games designated for use of a pitching machine by the Recreation Department, contractor will be responsible for setting up and fueling pitching machines for play, as well as their storage within a reasonable time after completion of use. A pay item has been provided for this purpose, and this will be paid on a "per field per day" basis when this is needed.

Keys will be provided by the City for access to required storage buildings / ball sheds as required and will be turned in at final billing of contract. Any lost or missing keys will be charged against the final payment at a rate of \$25.00 per key. Contractors shall not be required to regularly clean any storage rooms, except as required by their own usage and due to their own activities, and are allowed to store their own supplies in them, provided they are clearly marked as Contractor property. Any supplies not specifically marked may become the property of the City of Monroe. Contractor shall not assume the ability to store anything in the primary Parks Maintenance Building located west of the adult ball diamonds at Munson Park nor use of City field dragging or other equipment.

Contractor is not responsible for the removal of any graffiti, nor repair of any bleachers, fences, dugouts, player benches, etc., but is required to notify the appropriate Public Services Department supervisor (regular or "on-call" as appropriate) should any condition be discovered that threatens public health and safety. Graffiti of an inflammatory or racial nature shall be reported immediately to the on-call Public Service supervisor.

20. BID QUESTIONS:

There is a **MANDATORY pre-bid meeting** that will be held on **Monday, March 28, 2011** starting at **9:00 A.M.** at the First Floor Conference Room at Monroe City Hall, 120 East First Street (check in at Engineering Department). The pre-bid meeting for the custodial services and ball field maintenance meetings will be combined, and tours of the various facilities can follow as necessary. Bids will be rejected from bidders not represented at this meeting. Bidders should familiarize themselves with these specifications and the work locations and activities prior to submission of bids, and if there are any questions, they should be raised at the pre-bid meeting. Should it be necessary, a contract addendum will be forwarded to all bidders no later than 4:30 P.M., Wednesday, March 30, 2011 via fax. No questions regarding this contract will be answered verbally.

21. LOCATION MAP:

A location map has been provided following this page that delineates the general location of each facility where service is to be performed under this contract.

ADVERTISEMENT FOR BIDS

Sealed proposals for:

CITY OF MONROE PARKS CUSTODIAL SERVICES, 2011 SEASON

will be received by the City Clerk-Treasurer in the City Hall at 120 East First Street, Loranger Square, Monroe, Michigan 48161, until 3:00 P.M., LOCAL TIME, Monday, the **4th** day of **April**, **20 11**. The bids will be publicly opened and read aloud by the City Clerk at 3:00 P.M., LOCAL TIME, the same day, in the City Clerk-Treasurer's Office.

The proposed contract includes daily cleaning and stocking of restrooms in City-owned parks including Munson Park, Veterans' Park, Hellenberg Park, and St. Mary's Park, and daily trash collection in these and other City-owned and operated parks and facilities. Bid items are also included for flowering planter watering and maintenance in the Downtown Development Authority (DDA) district, and these may be awarded with the base contract or rejected entirely.

The Proposal and Contract Documents, including specifications, may be obtained only from the Michigan Intergovernmental Trade Network (MITN) at <http://www.mitn.info> only.

There is a **MANDATORY pre-bid meeting** that will be held on **Monday, March 28, 2011** starting at **9:00 A.M.** at the First Floor Conference Room at Monroe City Hall, 120 East First Street (check in at Engineering Department). The pre-bid meeting for the custodial services and ball field maintenance meetings will be combined, and tours of the various facilities can follow as necessary. Bids will be rejected from bidders not represented at this meeting.

The City of Monroe reserves the right to accept any proposal, to reject any proposal or to waive defects in proposals.

A bid bond or certified check made payable to the City of Monroe in the amount of not less than five percent (5%) of the bid must be deposited by each bidder with his bid.

No bidder may withdraw his bid within **FORTY-FIVE (45)** days after the actual date of the opening thereof, but may withdraw it at any time prior to the scheduled closing time for receipts of bids.

ROBERT E. CLARK
Mayor

CHARLES D. EVANS
City Clerk-Treasurer

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

DIVISION K: SUPPLEMENTAL SPECIFICATIONS
CITY OF MONROE PARKS CUSTODIAL SERVICES
2011 SEASON

1. SCOPE OF WORK:

The City of Monroe wishes to contract for daily cleaning of restroom facilities and daily collection of trash receptacles within City-owned and / or operated facilities. This work shall include all labor, materials, and equipment necessary to maintain the locations described above in a superior condition. An additional line item is being included for regular watering of up to 28 planter units in the downtown area as well, and may be awarded with the base contract or omitted depending on the pricing provided.

2. RELATIONSHIP TO OTHER CONTRACT PROVISIONS:

This contract form heretofore adopted is the typical City of Monroe Construction Contract form, with a few modifications to the Instructions to Bidders section (Division A). Some sections, particularly in the General Conditions and Specifications (Division D) may not appear on the surface to have applicability to this type of contract. However, all provisions remain in force should the need arise, and if applicable. If any discrepancy exists between any areas of the contract documents, Division D indicates the order of priority of the respective provisions.

3. TERM OF CONTRACT:

This contract is intended to be presented for adoption by the Monroe City Council at their regular meeting of April 18, 2011. Assuming this is done, contractor awarded this work shall commence daily operations no later than Friday, April 28, 2011, unless other arrangements are made. Each activity will be paid at the daily rate for each line item for the actual number of days where work is performed. The last day for restroom cleaning will be October 28, unless weather conditions cause the City to close restrooms earlier. Trash collection activities are intended to continue through November 20. Should the City elect to end the contract term sooner due to expected weather conditions, payment will only be made for the actual number of days that each service is performed at each location. The bid units for these items reflect this, with a total expected service of 184 calendar days between April 28 and October 28, inclusive, for restrooms, and 207 calendar days between April 28 and November 20, inclusive, for refuse collection activities. Should the City elect to award the line item for downtown planter unit watering, the term of this work will be from May 14 through September 30, with watering performed a baseline of four times per week, with additional waterings as climate dictates,

4. PRE-QUALIFICATIONS:

All bidders must provide references per Page B-6 of the bid documents, indicating previous contract work of a similar nature. The City reserves the right to reject bids from contractors that do not appear to have substantial experience of a similar nature, or accept bids from Contractors with experience in similar maintenance activities where the overall organizational structure and other relevant qualifications indicate that they are capable of success, though they may lack contract-specific experience.

5. SPECIAL INSTRUCTIONS TO BIDDERS:

The bid items set forth in this contract (set forth on Pages B-2-1 and B-2-2) assume the number of days in the EXPECTED contract term, and include providing the relevant service once per day as directed. For example, the bid item "Munson Park Playground Pavilion Restroom Cleaning (Both Sexes) – Once Per Day" has a bid quantity of 184.0 days. Bidder shall determine their costs to clean and service that location on a per day basis, and this shall be reported on the unit price line in words and numbers. The "Total Amount" column shall be computed by multiplying the unit price figures (per day) by the expected number of days. Payment for each line item shall be made on a per month basis for the actual number of days when the service was provided.

6. HOURS AND DAYS OF WORK:

All work must be performed within the codes, standards and municipal ordinances of the City of Monroe. Work shall not generally commence before 7:00 A.M. and shall not continue past 7:00 P.M., seven (7) days per week. Work at other times shall require prior approval of the City of Monroe, and from time to time, due to expected special events, the City may direct that work be performed outside of these hours. Should the City desire an adjustment in the work hours, a minimum of 24 hours notice will be provided. No schedule is required from the Contractor, provided that work activities are contained within these hours. The City will provide contact names and phone numbers for the Contractor's usage following award.

7. FAMILIARITY WITH WORK AREAS:

It is each bidder's responsibility to visit all work sites called out in this bid package and to become familiar with the work activities that will be required, site boundaries, parking, restrictions, etc. City of Monroe staff is available to accompany each bidder to these locations and answer questions regarding the work called for in this proposal. A minimum of 24-hour notice must be provided to the City Department of Public Services in order to schedule a tour of these sites, since they will not be opened to the public prior to bid opening.

8. EQUIPMENT:

Any equipment used by the Contractor shall be properly maintained and shall not pose a hazard to any individuals that may come into contact during work activities. At no time shall vehicles or equipment being used to clean restrooms or collect trash be driven over grassy surfaces. Use of paved or stone surfaces adjacent to any restroom facility is acceptable provided any stone surface is adequately free of surface moisture and not susceptible to rutting. Should any equipment used require electrical power, connections in the facilities may be used, provided that Contractor verifies that use of such will not overload existing circuitry capacity. Equipment used for watering of planter units shall not be parked on or over any sidewalk, sidewalk ramp, curb, or private property, but shall be legally parked in a designated area at all times.

9. RESPONSIBILITY FOR DAMAGE AND INJURY:

The Contractor shall be responsible for all damages to the City's property caused by either equipment or operator error. The City reserves the right to repair all damages with other sources if the Contractor fails to do so within forty-eight (48) hours. The Contractor shall be back-charged for all costs required to complete this work. In the event that the Contractor causes building or property damage, the Contractor is responsible for immediate communication with the City. This provision is designed to supplement, not

replace, other liability and indemnification clauses listed throughout other sections of the contract.

10. APPEARANCE OF EMPLOYEES:

Contractor's employees shall maintain a neat and clean appearance at all times. Employees shall wear appropriate shoes, long pants or manufactured shorts (no shaggy cutoffs, bathing suits, etc.) and a shirt at all times. All work shall be performed in a professional, courteous manner using quality equipment and materials, all of which must be maintained and operated with the highest standard as well as complying with all OSHA and MIOSHA safety requirements.

11. SUBCONTRACTING / SOLE PROPRIETORS:

Subcontracting will be allowed, with all subcontractors subject to all of the same requirements as the prime contractor. However, the City must approve of any subcontractors prior to commencement of their work activities. A listing of all work items to be performed by subcontractors will be required to be submitted on a weekly basis to the City, no later than 8:00 A.M. each Monday, unless their assignments remain consistent from week to week. Insurance requirements will be the same as for the prime contractor. The City reserves the right, but not necessarily the obligation, to require that 50% of the contract value be performed by the prime contractor as well. The City will allow sole proprietors to bid on this contract work, however, if this award is made, a schedule of replacement individual(s) to perform work during expected leave days is required prior to bid award. The City reserves the sole discretion to reject award to sole proprietors if, in its opinion, there is concern over the ability to properly staff the work. If the award is made to a corporate entity, the City has the right to require that all individuals performing the work be employees and not self-employed individuals. All other provisions of contract pages A-2 and A-3 relative to subcontracting shall continue in force as well.

12. CONTRACTOR CONTACT:

The Contractor shall provide the City with a means of immediate communication regarding site completion, emergencies, or any other occasion that may arise. The City's emergency contact shall be determined from the Public Services "on-call" schedule, which will be provided to the Contractor upon award.

13. PERFORMANCE REVIEW:

Performance will be evaluated based upon the expectation of a neat, professional looking final product. After the third week of the Contract, the City and Contractor shall meet, if requested by the City, for the purpose of evaluating the Contractor's performance. Failure of the City to request said meeting at that time does not exempt the Contractor from continuing with his / her obligations in this regard.

If the Contractor fails to complete work activities at any of the locations as specified, the City reserves the right to complete the task with either in-house personnel or other Contracted Services, provided that the Contractor has been given at least 24 hours prior written notice to cure any defect in service. The Contractor shall then be back-charged for all costs required to complete this work, which should be understood to potentially be higher than the contract amount for this service. If the Contractor fails to meet the specifications of this contract, the City reserves the right to review and / or terminate the contract at any time, with payment made for work activities completed satisfactorily.

14. CHANGES IN BID QUANTITIES:

As previously discussed, should expected weather conditions cause the City to close restrooms prior to October 28, and / or should park usage drop substantially prior to November 20, such that only sporadic work activities are necessary, the City reserves the right to delete days from the contract. Further, should special events or other circumstances cause the City to find it in its best interest to take over some or all of the contract operations with its own forces, days may be deleted from the contract as well. In all cases, the City will provide a minimum of 24 hours notice. Should the City determine through the bidding of this contract, that it is in the City's best interest to contract some activities and continue some with its own forces, only some of the line items may be awarded. In all of the above cases, the awarded and /or remaining pay quantities will be paid only at the "per day" price, and no adjustments in the bid prices will be paid. Provisions of Contract pages D-17 and D-18 (Section 20), dealing with changes in pay quantities will also apply to this section.

15. PAYMENT:

Payment will be made monthly, paid at the City Council meeting on the third Monday of each month, with Contractor invoices submitted no later than the Thursday immediately following the first Monday of each month. Checks will be available for pick-up or mailing on the Thursday following the third Monday in each month. No portion of the final monthly payment shall be made until the Contractor has fulfilled the requirements of page D-29, section 38.6 (Final payment) of the contract, excepting that a Maintenance Bond (subsection b) is not required due to the nature of this type of contract.

16. BONDING REQUIREMENTS:

Due to the type of work being undertaken, the requirement for Performance Bond will be reduced to twenty-five percent (25%) of the total contract price. The Labor and Material Bond requirement shall be the full value of the contract. Both bonds will remain in force for the life of the contract.

17. WAGE RATE REQUIREMENTS:

Since this contract is for maintenance activities only, the City's Labor Harmony provisions normally applicable to construction contracts shall not apply. Bidders shall be required to comply with all applicable Federal and State laws regarding employment of labor and payment of wages, but no specific City requirements are imposed upon the Contractor.

18. ADDITIONAL INSURANCE REQUIREMENTS:

In addition to the insurance requirements set forth in Division D of the specifications, since some of the contract work may occur on property owned by entities other than the City of Monroe, should those agencies require Contractor to include them as an additional insured on the required contract insurance policies, this shall be included as a general item in the contract, and no additional compensation will be paid.

19. RESTROOM CLEANING REQUIREMENTS:

Contractor activities will include all those normally associated with general cleaning of parks-type restroom facilities. City will supply water and electricity to each facility as appropriate for use in cleaning and maintenance, subject to the electrical capacity limits specified in other specifications sections. General cleaning may include simple "hosing down" of the interior of the facility, provided that care is taken not to damage any of the furnishings, appurtenances including hand dryers, sinks, toilets, and the like, and that

undue damage is not caused to the interior or exterior paint due to contractor negligence. Contractor shall be responsible for providing toilet paper, dispenser soap, and any other incidental items required to complete regular cleaning and re-stocking activities, and all of these items shall be fully re-stocked daily. Contractor shall provide Material Safety Data Sheets on all products used on under this Contract. Contractor shall be responsible for regularly (though not necessarily daily) cleaning any vents to prevent excessive accumulation of dust, cobwebs, etc. Hand dryers shall be wiped clean and polished if appropriate. For those facilities with drinking fountains attached to the building or within the same park property, Contractor shall remove any debris within the bowl or drain hole, wipe down, and polish, to be done daily. None of the restrooms utilize hand towels, so no stocking of these items will be necessary.

Keys will be provided by the City for access to the utility rooms of each restroom facility as required and will be turned in at final billing of contract. Any lost or missing keys will be charged against the final payment at a rate of \$25.00 per key. Contractors shall not be required to regularly clean the utility rooms, except as required by their own usage and due to their own activities, and are allowed to store their own supplies in them, provided they are clearly marked as Contractor property. Any supplies not specifically marked may become the property of the City of Monroe.

As the bid items include maintenance of "both sexes", this term shall mean that the intent of the City of Monroe is to make payment for each building separately, with each building including restrooms of each gender where delineated, or where genders are not delineated, shall include maintenance of all unmarked or unisex facilities within the building.

Contractor is not responsible for the removal of any graffiti, nor repair of any interior or exterior hardware, but is required to notify the appropriate Public Services Department supervisor (regular or "on-call" as appropriate) immediately should any condition be discovered that threatens public health and safety, or is unduly disruptive to individual privacy. Graffiti of an inflammatory or racial nature shall be reported immediately to the on-call Public Service supervisor. Contractor is responsible for notifying the City as soon as possible of any other non-urgent maintenance deficiencies for which the Contractor is not responsible.

Contractor is responsible for conforming with any applicable State requirements regarding certifications for blood-borne pathogens and any applicable vaccinations.

The number of toilets in each of the restrooms is as follows:

- Bid Item 1: Munson Park Playground Pavilion: 3 toilets in Men's, 3 toilets in Women's, no urinals
- Bid Item 2: Munson Park Ball Complex: 2 toilets and 2 urinals in Men's, 3 toilets in Women's
- Bid Item 3: Veterans' Park: 1 toilet in each of 2 single use rooms
- Bid Item 4: Saint Mary's Park: 1 toilet in each of 2 single use rooms
- Bid Item 5: Hellenberg Park: 1 toilet in each of 2 single use rooms

20. REFUSE COLLECTION REQUIREMENTS:

Bid items 6 through 8 on pages B-2-1 and B-2-2 of the contract include daily collection of refuse from containers placed by the City of Monroe. All except those on the Riverwalk

are similar in size, and refuse from within can be collected by one individual alone. Other refuse containers will already be placed at the time of contract commencement, are marked with the City of Monroe logo, and are available for inspection at any time within the parks. Contractor shall be responsible for collecting existing refuse from within container, and concentrated debris that may have been placed or otherwise accumulated within 25 feet of the receptacle. In addition, at the two (2) skate park locations listed in the succeeding paragraphs, Contractor shall also be responsible for collecting refuse from within 10 feet of the outside of the fencing, and from completely within the fenced areas at the two skate park locations (one at the Monroe Multi-Sports Complex and one at Munson Park) at least once per week. Contractor shall not be responsible for collecting scattered debris outside of this radius unless it appears reasonable to do so or it is an immediate safety or health hazard. Contractor shall supply all new bags, heavy duty grade, and shall be responsible for transportation and disposal of refuse to an off-site location. Contractor is not responsible for collection of blue recycling containers that may be placed within any City park, as these are collected by the City's primary refuse collection contractor when they are set out.

From time to time, the City may wish to vary somewhat the number of refuse containers, particularly during Special Events, and / or arrange for collection by its own forces. Each week by 8:00 A.M. Monday, the City will provide a listing of refuse container locations that the Contractor is responsible for collection from, unless no change has been made from the previous week's listing. Pay item 6 shall provide for payment for collection of containers from Munson Park, from a minimum of 1 to a maximum of 20. These may be placed at any location in the park, except that none will be placed north of the northerly limit of the exercise trail, where it meets the entrance to the nature trails. Daily compensation for collection shall be the same regardless of the number of or location of containers within this range. Pay item 7 shall provide for payment for collection of containers from any other Park or City-owned or operated facility, from a minimum of 1 to a maximum of 30. These may be placed at any or all of the following facilities at any time, and their placement may be varied from week to week:

- Veterans' Park – along North Custer Road west of Telegraph Road
- North Custer Road Bicycle Path – south side of road between Veterans' Park and Munson Park
- Cranbrook Park – North Custer Road at Cranbrook Boulevard
- Frenchman's Bend Park – Avenue de Lafayette at Payson Avenue
- Manor Park – Donnalee Drive north of Richards Drive
- Lavender Park – Lavender Street at Calkins Drive
- James and Hendricks Park – North Roessler Street at Hendricks Drive
- Calgary Park – John L Drive at curve at Calgary Drive
- Saint Mary's Park and Parking Lot – located along West Elm Avenue between Godfroy Avenue and North Monroe Street
- Arbor / Lorain Park – at intersection of Arbor and Lorain
- Cappuccilli Park – East Elm Avenue at Baptiste Avenue, along river
- Crescent Park – East Elm Avenue at Baptiste Avenue / Mason Run Blvd.
- 1812 Battlefield – visitor center on East Elm Avenue west of Detroit Avenue, and bicycle path from this center to the entrance to the State Park approximately ¼ mile east along East Elm Avenue.
- Winston Park – along Winston Court

- Hoffman Park – located south of dead end of Jennie Place, east of Huron Street dead end
- Memorial Place – northwest corner of South Monroe Street and West Seventh Street
- Boyd Park – northeast corner of Harrison Street and West Fourth Street
- Soldiers and Sailors Park – along East Front Street between Murray Street and Water Filtration Plant
- Altrusa Park – along East Front Street, east of Washington Street, along River
- Martin Luther King Jr. Park – south of Oak Street, west of Norwood Drive
- Rauch Park – west of Winchester Street (new section), east of old Winchester Street
- Plum Creek Park – along Plum Creek, west of Kentucky Avenue
- Hellenberg Field – along East Front Street, between Eastchester Street and Link Street
- Cairns Field – between Union Street and Roessler Street, south of West Eighth Street
- Roessler Field – west side of North Roessler Street between River Raisin and West Elm Avenue
- Navarre Field – Jones Avenue west of LaPlaisance Road
- Skate Park in front of the Monroe Multi-Sports Complex, located at the southwest corner of North Dixie Highway and East Noble Avenue.
- Any City-owned parking lot bounded by River Raisin, South Monroe Street, West Front Street, and the Knights of Columbus property

Should the City elect to increase the number of containers to an amount greater than the maximum spelled out in the appropriate bid item, the line item payment will be increased by five percent (5%) for each additional container beyond the maximum, only for those days when the increased number is actually collected, for either line item.

Pay item 8 shall provide for payment for collection of containers that are placed along the Monroe Riverwalk, which is located on the south bank of the River Raisin from the footbridge to St. Mary's Park, east to Soldiers and Sailors Park, up to five (5) containers. Since these containers include a locking mechanism, keys will be provided to the successful bidder upon award.

21. WATERING SPECIFICATIONS:

Pay item 9 provides for the regular watering of up to 28 planter units in the downtown area, and may be awarded with the base contract or omitted depending on the pricing provided and concurrence from the Downtown Development Authority (DDA) Board, which will be funding the work. If this pay item is awarded, Contractor will be responsible for watering and fertilizing the contents of all concrete ground planters with flowers or other vegetation installed, from May 14 through September 30. This watering must occur at least four days per week throughout this time period, but the pay item includes 80 days, which equates to an average of 4 days per week. Additional watering beyond four baseline watering occasions per week will be as directed by the Director of Public Services or his designee. Fertilizer type used shall be as appropriate for the time of year, at the recommendation of Four Start Greenhouse in Carleton (supplier) but shall be a 16-5-16 or 17-4-17 mix at a rate suitable to the current planter units, which are currently visible in the downtown area.

Pay item 10 provides for the regular watering of up to 50 ornamental trees / shrubs in the median of Maple Avenue / Boulevard between East Elm Avenue and Greenwood Avenue. These will require watering on alternate days between April 28 and October 31, and the bid forms reflect this minimum number of days. If watering on additional days is needed due to climactic conditions, the Director of Public Services or his designee will direct as such, and the Contractor will be paid for an additional day at the rate provided for each occasion. No fertilizer is necessary for these items.

For all watering pay items, Contractor shall be responsible for securing and transportation of water. The use of City Parks facilities for filling water tanks is not permitted.

22. BID QUESTIONS:

There is a **MANDATORY pre-bid meeting** that will be held on **Monday, March 28, 2011** starting at **9:00 A.M.** at the First Floor Conference Room at Monroe City Hall, 120 East First Street (check in at Engineering Department). The pre-bid meeting for the custodial services and ball field maintenance meetings will be combined, and tours of the various facilities can follow as necessary. Bids will be rejected from bidders not represented at this meeting. Bidders should familiarize themselves with these specifications and the work locations and activities prior to submission of bids, and if there are any questions, they should be raised at the pre-bid meeting. Should it be necessary, a contract addendum will be forwarded to all bidders no later than 4:30 P.M., Wednesday, March 30, 2011 via fax. No questions regarding this contract will be answered verbally.

23. LOCATION MAP:

A location map has been provided following this page that delineates the general location of each facility where service may be performed under this contract.

CITY OF MONROE PARKS CUSTODIAL SERVICES – 2011 SEASON

<u>ITEM NO.</u>	<u>UNIT</u>	<u>NO. OF UNITS</u>	<u>ITEM DESCRIPTION WITH UNIT BID PRICES WRITTEN IN WORDS</u>	<u>UNIT PRICE FIGURES</u>	<u>TOTAL ITEM AMOUNT</u>
1.	DAY	184.0	MUNSON PARK PLAYGROUND PAVILION RESTROOM CLEANING (BOTH SEXES) – ONCE PER DAY	_____ DOLLARS _____ CENTS \$ _____	\$ _____
2.	DAY	184.0	MUNSON PARK BALL COMPLEX RESTROOM CLEANING (BOTH SEXES) – ONCE PER DAY	_____ DOLLARS _____ CENTS \$ _____	\$ _____
3.	DAY	184.0	VETERANS' PARK RESTROOM CLEANING (BOTH SEXES) – ONCE PER DAY	_____ DOLLARS _____ CENTS \$ _____	\$ _____
4.	DAY	184.0	SAINT MARY'S PARK RESTROOM CLEANING (BOTH SEXES) – ONCE PER DAY	_____ DOLLARS _____ CENTS \$ _____	\$ _____
5.	DAY	184.0	HELLENBERG PARK RESTROOM CLEANING (BOTH SEXES) – ONCE PER DAY	_____ DOLLARS _____ CENTS \$ _____	\$ _____
6.	DAY	207.0	COLLECTION OF ALL REFUSE CONTAINERS IN MUNSON PARK (1-20 TOTAL) – ONCE PER DAY	_____ DOLLARS _____ CENTS \$ _____	\$ _____

<u>ITEM NO.</u>	<u>UNIT</u>	<u>NO. OF UNITS</u>	<u>ITEM DESCRIPTION WITH UNIT BID PRICES WRITTEN IN WORDS</u>	<u>UNIT PRICE FIGURES</u>	<u>TOTAL ITEM AMOUNT</u>
7.	DAY	207.0	COLLECTION OF ALL REFUSE CONTAINERS IN OTHER CITY PARKS (1-30 TOTAL) – ONCE PER DAY	_____ DOLLARS _____ CENTS \$ _____	\$ _____
8.	DAY	207.0	COLLECTION OF ALL REFUSE CONTAINERS ALONG RIVERWALK (1-5 TOTAL) – ONCE PER DAY	_____ DOLLARS _____ CENTS \$ _____	\$ _____
9.	DAY	80.0	WATERING OF FLOWERS IN DOWNTOWN PLANTERS (1-28 TOTAL) – MIN. ONCE PER WEEK	_____ DOLLARS _____ CENTS \$ _____	\$ _____
10.	DAY	90.0	WATERING OF ORNAMENTAL TREES IN MAPLE BOULEVARD MEDIAN (UP TO 50 TOTAL)	_____ DOLLARS _____ CENTS \$ _____	\$ _____

TOTAL BID AMOUNT \$ _____

Bidder's Signature

Company Name (Please Print)

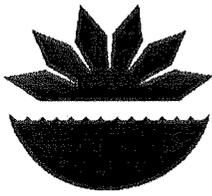
Bidder's Name (Please Print)

Company Street Address

() _____ () _____
Telephone Number Fax Number

City State Zip

Email Address (if applicable)



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Network Server Purchase

DISCUSSION: The 2011 budget for the Information Systems Fund included funding to replace computer network equipment as replacements became necessary. Our database server is currently six (6) years old and our application server is nine (9) years old. Both of them are having trouble keeping up with the activity placed upon them. They are also low on storage space and are beginning to require more hardware replacements.

All of our network servers are currently from Dell. The City has also been standardized on Dell for a long time. This standardization has increased the efficiency with which units can be serviced and maintained. The IT Staff of Monroe County, the current support of the City's computers and systems, are certified for Dell hardware and thus gain additional support advantages, direct from Dell, which the average, non-certified, technical support person does not. Total cost of ownership is decreased when a homogeneous PC environment exists. The County also reports that they've received better service from Dell as compared to another major supplier in the market. For these reasons, the purchase is being recommended to be approved without going through the bid process.

The County IT Department receives its pricing from Dell from a multi-state contract, which has better pricing than the State of Michigan contract. The quote received on the two servers is attached.

It is recommended that the Mayor and City Council approve a purchase order to be issued to Dell Corporation in the amount of \$9,197.70 for the purchase of two network servers.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: 4/18/11

REASON FOR DEADLINE: Quote Expiration

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Edward Sell, Finance Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: All City Departments

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 9,197.70
Cost of This Project Approval	\$ N/A
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

City

Account Number

Amount

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

Other Funds

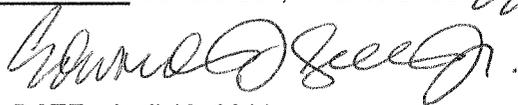
636-30.915-977.000

\$ 9,197.70
\$ N/A
\$ N/A
\$ N/A

Budget Approval: 

FACT SHEET PREPARED BY: Edward Sell, Finance Director 

DATE: 4/12/2011

REVIEWED BY: 

DATE: 4-12-11

COUNCIL MEETING DATE: April 18, 2011

DELL**QUOTATION**

QUOTE #: 579629519

Customer #: 9874936

Contract #: 45ABZ

Customer Agreement #: 45ABZ MHEC

Quote Date: 3/30/11

Date: 3/30/11 11:50:26 AM

Customer Name: CITY OF MONROE

TOTAL QUOTE AMOUNT:	\$9,197.70		
Product Subtotal:	\$9,197.70		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 2	SYSTEM PRICE: \$4,598.85	GROUP TOTAL: \$9,197.70
Base Unit:	PE R515 Chassis for Up to Eight Hot Swap Hard Drives, LCD (224-9580)		
Processor:	PowerEdge R515 Shipping, 8HD Chassis (331-0538)		
Memory:	8GB Memory (4x2GB), 1333MHz Single Ranked RDIMMs for 2 Processor, Optimized (317-5474)		
Video Card:	AMD Opteron 4184, 6C 2.8GHz, 3M L2/6M L3, 1333Mhz Max Mem (317-5462)		
Video Memory:	AMD Opteron 4184, 6C 2.8GHz, 3M L2/6M L3, 1333Mhz Max Mem (317-5471)		
Video Memory:	PE R515 Heatsink For 2 Processors (317-5533)		
Hard Drive:	HD Multi-Select (341-4158)		
Hard Drive Controller:	PERC H700 Integrated RAID Controller, 1GB NV Cache (342-1571)		
Hard Drive Controller:	PERC 7 Cable, 8HD (331-0881)		
Hard Drive Controller:	PERC Battery Cable, R510 (330-5575)		
Operating System:	No Operating System (420-6320)		
NIC:	One Two-Port Embedded Broadcom NetXtreme II 5716 Gigabit Ethernet NIC (331-0540)		
Modem:	iDRAC6 Enterprise (430-3897)		
CD-ROM or DVD-ROM Drive:	Optical Cable R510 (330-5576)		
CD-ROM or DVD-ROM Drive:	DVD ROM, SATA, INTERNAL (313-9092)		
Sound Card:	No Bezel (313-0869)		
Documentation Diskette:	Dell Management Console (330-5280)		
Documentation Diskette:	Electronic System Documentation and OpenManage DVD Kit (331-0539)		
Feature	RAID 5 for PERC H700 Controllers, x8 and x12 Chassis (342-1737)		
Feature	ReadyRails Sliding Rails with Cable Management Arm (330-6276)		
Service:	Dell Hardware Limited Warranty Plus On Site Service Extended Year (932-0068)		
Service:	Dell Hardware Limited Warranty Plus On Site Service Initial Year (925-6597)		
Service:	Pro Support : Next Business Day Onsite Service After Problem Diagnosis, 2 Year Extended (931-3542)		
Service:	Pro Support : Next Business Day Onsite Service After Problem Diagnosis, Initial Year (936-2160)		
Service:	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-9 (989-3439)		
Service:	ProSupport : 7x24 HW / SW Tech Support and Assistance , 3 Year (931-3592)		
Installation:	On-Site Installation Declined (900-9997)		
Misc:	750 Watt Redundant Power Supply (330-6598)		

Misc:	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)
Misc:	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)
	1TB 7.2K RPM SATA 3.5" Hot Plug Hard Drive (341-8730)
	1TB 7.2K RPM SATA 3.5" Hot Plug Hard Drive (341-8730)
	1TB 7.2K RPM SATA 3.5" Hot Plug Hard Drive (341-8730)
	1TB 7.2K RPM SATA 3.5" Hot Plug Hard Drive (341-8730)
	1TB 7.2K RPM SATA 3.5" Hot Plug Hard Drive (341-8730)
	1TB 7.2K RPM SATA 3.5" Hot Plug Hard Drive (341-8730)

SALES REP:	David Schaffer	PHONE:	512-513-9115
Email Address:	david_schaffer@dell.com	Phone Ext:	513-9115

Please review this quote carefully. If complete and accurate, you may place your order online at www.dell.com/qto (use quote number above). POs and payments should be made to *Dell Marketing L.P.*

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at www.dell.com/partner. If your order includes services, visit www.dell.com/servicecontracts for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as *Dell Marketing L.P.*, to Dell's Tax Department at 800-433-9023. Please include your Customer Number.

For certain products shipped to end-users in California, a State Environmental Fee will be applied. For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: GovDeals Online Auction Memo of Understanding

DISCUSSION: The recently approved purchasing ordinance amendment allowed for the ability to sell City surplus property via online auction. The City currently participates in the Michigan Intergovernmental Trade Network (MITN) and that online site provides for online surplus property auctions. In addition to that site, I would like to get approval to enter into a Memo of Understanding with GovDeals so that site will also be available as an online auction website.

The City Manager has the authority to sell items with a value of \$500.00 or less without the City Council's approval. Anything with a value in excess of \$500.00 requires pre-approval of the City Council to sell. For that reason, I would expect that most items to be sold via online auction will require City Council approval. After the City Council approves selling an item via online auction, the sale would be dealt with in that manner and no further action would be required by the City Council if the sale met the terms initially approved. This will primarily mean determining whether there should be a minimum price set.

The GovDeals website charges a fee of 7.5% of the gross purchase price. There are different options to deal with this cost and the options also depend on whether GovDeals will collect the sale proceeds or the City. I have selected the option to have the City collect its own sale proceeds and to pass the 7.5% fee on to the buyer. We would then be invoiced monthly by GovDeals for the 7.5% fee. We should always have the buyer's payment in hand in order to pass along the fee to GovDeals.

It is recommended that the Mayor and City Council approve entering into the Online Auction Memo of Understanding with GovDeals as recommended with the City Attorney to approve the final version of the memo.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Edward Sell, Finance Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: All City Departments

FINANCES

COST AND REVENUE PROJECTIONS:

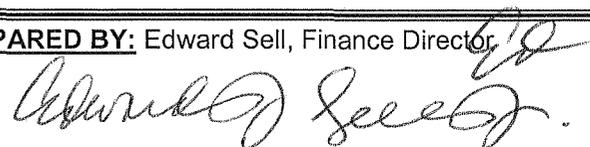
Cost of Total Project	\$ N/A
Cost of This Project Approval	\$ N/A
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

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

Budget Approval: _____

FACT SHEET PREPARED BY: Edward Sell, Finance Director

DATE: 4/11/2011

REVIEWED BY: 

DATE: 4-18-11

COUNCIL MEETING DATE: April 18, 2011

GovDeals Introduction



Thank you for your interest in GovDeals. Completing this document will start the process of your entity joining thousands of other governments nationwide who have embraced the GovDeals solution. We have worked with many different clients from the largest to the smallest in their adoption of GovDeals and can offer advice and guidance if you desire it. We are only a phone call away.

Please review the attached sample Memo of Understanding, which is non-exclusive.

Once you have reviewed the Memo of Understanding (MOU); fill in the information requested below. **This information will be included in the Memo of Understanding and submitted for review.** Simply have the appropriate persons sign the finalized document and fax the signature page to Sales Support at 334-387-0519. For any questions or assistance, please feel free to contact us. We look forward to serving you.

Name of Governmental Organization CITY OF MONROE
Mailing/Physical Address 120 EAST 1ST STREET
City, State Zip MONROE, MI 48161
Name/Title of person that will approve and sign MOU ROBERT CLARK, MAYOR

Contact Information:

Name/Title: EDWARD SELL, FINANCE DIRECTOR
Phone: 734-384-9133 Fax: 734-243-8683
E-mail Address: edward.sell@monroemi.gov
Additional Contact (If Applicable) _____
Phone: _____ e-mail: _____

Send logo/seal to salesupport@govdeals.com

Are you a member of a county association or municipal league? YES, MICHIGAN MUNICIPAL LEAGUE

Sales Support
Phone: (866) 377-1494
Fax: (334) 387-0519
salesupport@govdeals.com

GovDeals

Online Auction Memo of Understanding (SAMPLE)

This Online Auction Memo of Understanding (MOU) is between GovDeals, Inc. ("GovDeals"), a Delaware corporation having its principal place of business at 5907 Carmichael Place, Montgomery, Alabama, 36117 and Client Name ("Client"), having its principal place of business at Address - City, - State, Zip Code.

- 1.0 **Description of Services:** GovDeals provides a means for Client to post assets for sale and for potential buyers to bid on these assets via an online auction system. Although GovDeals provides system access for Client to list assets, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and Client to complete the transaction.
- 2.0 **GovDeals' Responsibilities:** In addition to maintaining and operating an online auction system, GovDeals will provide Client with the following services for the period agreed to in 6.0 below:
 - 2.1 Access to a GovDeals online "Client Asset Server" (CAS), which will allow Client to load assets to the online auction system, maintain information about assets and view and run reports. The CAS will provide Client with the following capabilities:
 - Accept descriptive information concerning an asset including unlimited photos
 - Allow different auction phases based upon dates and times
 - Allow Client to set minimum starting prices, bid increments and reserves
 - 2.2 Training and support services to assist Client in implementing the GovDeals online auction system, which will include:
 - Familiarization with the nature and operation of CAS
 - Guidance in the posting of assets and provide ongoing support
 - Procedures for taking and posting pictures of assets
 - Based on mutual agreement between GovDeals and Client, training and support services will be provided on-site or via telephone or Internet
 - 2.3 Help Desk support available via telephone or email during normal business hours, except announced holidays.
 - 2.4 Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.
 - Work with Client to identify items that may benefit from marketing attention.
 - Provide documented proof of all marketing efforts made on behalf of Client.
 - Assist in determining values and starting prices for unique and high dollar assets.
- 3.0 **Fees:** Please elect a Flexible Pricing Option (FPO) from Exhibit A and enter selection below signature block on MOU page two (2).
- 4.0 **Payment:**
 - 4.1 If Client elects to collect auction proceeds, GovDeals will invoice Client for fees on the first business day of the month following the month assets are sold. Client agrees to remit payment to GovDeals within thirty (30) calendar days from receipt of invoice, unless an applicable prompt payment act or similar legislation specifies a different time period.

- 4.2 Client shall promptly, but no more than fifteen (15) business days after the auction end date, notify GovDeals of any transaction that was not completed. The fees for said transaction shall be credited to Client during the next invoice period.
- 4.3 If Client elects GovDeals to collect auction proceeds electronically via PayPal, credit card or wire transfer please review and complete **Exhibit B**.
- 5.0 **Term of MOU:** This MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This MOU shall automatically extend for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date.
- 6.0 **Terms and Conditions:** Please find **Exhibit C** attached as an example of suggested Client Terms and Conditions. At any time during the term of this MOU, Client may modify the Terms and Conditions. Any substitutions or modification must be submitted to GovDeals in writing before posting assets to the GovDeals auction site.
- 7.0 **Governance:** This MOU will be governed, interpreted, construed and enforced in accordance with the laws of the State of **Client State**.
- 8.0 **Non-Exclusive Engagement:** This MOU is not exclusive. Client may utilize other approaches, including traditional auctioneer services or sealed bids. However, it is understood and agreed that Client will not utilize other disposal approaches for an asset at the same time the asset is listed on the GovDeals online auction site or sell by some other means to a prior bidder any item currently or previously listed on the GovDeals site for the purpose of avoiding payment of the GovDeals fee. Client agrees to not manipulate or interfere with the bidding process on the GovDeals site.

This online auction memo of understanding is agreed to by:

GovDeals, Inc

Client: SAMPLE DOCUMENT

Signature: _____

Signature: SAMPLE DOCUMENT

Print Name: Robert L. DeBardelaben

Print Name: SAMPLE DOCUMENT

Title: President

Title: SAMPLE DOCUMENT

Date: _____

Date: SAMPLE DOCUMENT

Memo of Understanding Contact:

Attention: Sales Support
 5907 Carmichael Place
 Montgomery, AL 36117
 Telephone Number: 866.377.1494
 Fax Number: 334.387.0519
 Email: salessupport@govdeals.com

Flexible Pricing Options (FPO)

Select one from options described in GovDeals Memo of Understanding- Exhibit A:

Client Collects Proceeds

- Option A1 (7.5% Seller- 0% Buyer)
- Option A2 (0% Seller- 7.5% Buyer)

Client elects FSS (GovDeals collects Proceeds)

- Option B1 (7.5% Seller- 5% Buyer)
- Option B2 (5% Seller- 7.5% Buyer)
- Option B3 (2.5% Seller- 10% Buyer)
- Option B4 (0% Seller- 12.5% Buyer)

Flexible Pricing Options (FPO)

The Client has the option to choose from the following alternative plans:

A - Client Collects Proceeds

Option A1: The Client pays a 7.5%* fee which will be reduced according to the Tiered Fee Reduction Schedule (described below). GovDeals will invoice the client each month for fees on items sold in the previous month. The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

Option A2: The Client pays a 7.5%* fee but is given the capability to easily pass the entire fee on to the winning bidder as an Administrative Fee. The client is only allowed to pass on to the winning bidder the amount charged to them based on the tiered pricing schedule above. The amount invoiced to the winning bidder will include the gross sale amount of the item, the administrative fee, any special fees and sales taxes, if any. By passing this fee on to the winning bidder, the client's effective fee is zero percent (0%). GovDeals will invoice the client each month for fees on items sold in the previous month. The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

B - Client Elects GovDeals Financial Settlement Services (FSS) allowing GovDeals to Collect Proceeds. Only one option below can be used and once this option is chosen, it cannot be changed for twelve (12) months.

Option B1: The Client pays a 7.5%* fee and the winning bidder pays a 5% Buyers Premium. **

Option B2: The Client pays a 5%* fee and the winning bidder pays a 7.5% Buyers Premium.

Option B3: The Client pays a 2.5%* fee and the winning bidder pays a 10% Buyers Premium.

Option B4: The Client pays zero percent fees (0%) and the winning bidder pays a 12.50% Buyers Premium.

Tiered Fee Reduction Schedule

GovDeals' **Tiered Fee Reduction Schedule** below explains how the base auction fee of 7.5% is reduced for assets that sell in excess of \$100,000 on www.govdeals.com.

1. **When an asset sells for up to \$100,000 in a winning bid, the GovDeals fee is seven and one-half percent (7.5%*) of the winning bid, but not less than \$5.00.**
2. Where an asset sells for more than \$100,000, and up to \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the winning bid up to \$100,000, plus five and one-half percent (5.5%) of the winning bid for auction proceeds in excess of \$100,000 up to \$500,000.
3. Where an asset sells for greater than \$500,000, and up to \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the bid amount in excess of \$500,000 up to \$1,000,000.
4. Where an asset sells for greater than \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the next \$500,000 of the winning bid, plus a fee of two and one-half percent (2.5%) of the bid amount in excess of \$1,000,000.

*Subject to a minimum per asset/lot fee of \$5.00. **If the Client chooses to pay the full 7.5% fee, they will have access to the **Tiered Fee Reduction Schedule**.

EXHIBIT B - Online Auction Memo of Understanding

Financial Settlement Services (FSS)

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee. Optionally, the Client may elect to not have GovDeals withhold the fee by electing the appropriate section on the following page of this exhibit.

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Client Asset Server (CAS). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in CAS. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing CAS and selecting the "Picked Up" option from the "Paid, not picked up" report.

GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in CAS as 'Picked Up'. However, if you choose to be invoiced for the GovDeals' fee, GovDeals will remit all proceeds collected, less the "Buyer's Premium" only. All proceeds will be remitted electronically by Automatic Clearing House (ACH) unless elected on the following page of this exhibit to receive a paper check. Whether proceeds are remitted electronically via ACH or via paper check, a detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in 'picked up' status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

A GovDeals' Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed. There are no additional costs to the Client for training and support.

GovDeals is covered by a Crime Insurance Policy with a limit of \$5,000,000, which will protect the Client against any loss of funds.

Financial Settlement Services (FSS) Election and Information

Please complete payment instructions below:

If client elects FSS, this section must be completed when submitting the signed MOU back to GovDeals.

Accounting Contact: _____
(Person to receive checks and invoices) Name and Title

E-Mail Address: _____

Phone Number: _____

If payment will be made by ACH, please provide the following information:

Name of Bank	_____
County of Bank	_____
Name of Client: (Name on bank account)	_____
Bank Routing Number	_____
Bank Account Number	_____
Checking/Savings	_____

OR:

If payment will be made by paper check, please provide the following information:

Make check payable to: _____
Client's Legal Name

Mail check to: _____
Street Address / P.O. Box Number

City, State and Zip Code



Please check here *only* if Client elects to **NOT** allow GovDeals to deduct the GovDeals fees from proceeds due the client.

EXHIBIT C - Online Auction Memo of Understanding

Note- below are the client's Terms & Conditions for bidders that will be hyperlinked as a single electronic document to each online auction posted on the GovDeals site. A bidder must agree to each seller's conditions prior to the first online bid they place on every auction posted.

Your Logo Here

Client Name

City, State

Online Sales - Terms and Conditions

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale "AS IS, WHERE IS." Client Name (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Description Warranty. Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If **Seller** confirms the property does not conform to the description, **Seller** will keep the property and refund any money paid. The liability of the **Seller** shall not exceed the actual purchase price of the property. Please note upon removal of the property, **all sales are final.**

Personal and property risk. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and **GovDeals** from liability therefore.

Inspection. Most assets offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the asset description. See special instructions on each asset page for inspection details.

Consideration of Bid. Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed.

Buyer's Certificate. Successful bidders will receive a Buyer's Certificate by email from **GovDeals**.

Buyers Premium. If a Buyers Premium is shown on the auction page bidder box, then that amount (expressed as a percentage of the final selling price) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than **5 business days** from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website.

Acceptable forms of payment are:

- PayPal
- Wire Transfer
- Visa
- MasterCard
- American Express
- Discover

PayPal and Credit Card purchases are limited to below \$5,000.00. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, PayPal and Credit Cards may not be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

***The next section is used if the client collects the proceeds and may be modified to reflect exact forms of payment accepted by the client. The Buyers Premium and Payment section (above) is used only when GovDeals collects proceeds.**

***Payment.** Payment in full is due no later than **five (5) business days** from the time and date of the Buyer's Certificate. Acceptable forms of payment are:

- U. S. Currency
- Certified Cashiers Check
- Money Order
- Company Check (with Bank Letter guaranteeing funds – **mandatory**)

Checks shall be made payable to: Client Name. Payments shall be made at the location listed in the Buyer's Certificate.

Removal. All assets must be removed within **ten (10) business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will Seller assume responsibility for packing, loading or shipping. See special instructions on each asset page for removal details. A daily storage fee of \$10.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. Seller will issue a title or certificate upon receipt of payment. Titles may be subject to restrictions as indicated in the asset description on the website.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller** reserves the right to reclaim and resell all items not removed by the specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each asset listed on GovDeals. Special Instructions appearing on the asset page will override certain sections of the terms and conditions.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting seller or the appropriate tax office, completing any forms and paying any taxes that may be imposed.

Sales to Employees. Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty. (This may be modified to not allow employees to bid.)

Why US governments are utilizing GovDeals

- GovDeals is a highly efficient, proven system that produces higher prices for clients.
- Other governments are also using GovDeals with great success

Alabama
State & Local governments

Alaska
Local governments

Arizona
Local governments

Arkansas
Local governments

California
Local governments

Colorado
Local governments

Connecticut
Local governments

Delaware
Local governments

Florida
Local governments

Georgia
State & Local governments

Idaho
Local governments

Illinois
Local governments

Indiana
Local governments

Iowa
State & Local governments

Kansas
Local governments

Kentucky
Local governments

Louisiana
State & Local governments

Maine
Local governments

Maryland
State & Local government

Massachusetts
Local government

Michigan
Local governments

Minnesota
Local governments

Mississippi
Local governments

Missouri
State & Local governments

Montana
State governments

Nebraska
Local governments

Nevada
Local governments

New Hampshire
Local governments

New Jersey
State & Local governments

New York
Local governments

North Carolina
Local governments

Ohio
State & Local governments

Oklahoma
Local governments

Oregon
Local governments

Pennsylvania
Local governments

Rhode Island
Local governments

South Carolina
State & Local governments

Tennessee
State & Local governments

Texas
Local governments

Utah
State governments

Vermont
Local governments

Virginia
State & Local governments

West Virginia
Local Governments

Washington
Local governments

Wisconsin
Local governments

- **Enthusiastic, registered buyers in all 50 states in USA and 86 foreign countries**
- **Major benefits for sellers (clients) when using GovDeals**
 - 1) **Produces higher prices.** Global exposure to a large number of active and highly targeted buyers produces increased number of bids and higher prices for your members.
 - 2) **Reduced warehouse space.** No need to accumulate items for months to hold an auction. Your items are auctioned immediately, as they are declared 'excess' or 'surplus' - **not** stored. Direct and indirect savings realized due to less damage, "shrinkage", and warehouse space required.
 - 3) **No transportation required.** Eliminate the transportation and handling of your surplus equipment as well as the direct and indirect costs associated with transporting them to off-site auction sites. Sell items right from your warehouse or surplus yard - without ever having to move them.

- 4) **Weather and uncomfortable conditions are eliminated.** Buyers can view items and conduct their bidding in a comfortable environment that fits their schedule. Sellers provide accurate descriptions with colorful digital images to view on the user-friendly **GovDeals** site. You never have to worry about a “rain out” date and re-scheduling or bidders being “too hot” or “too cold” for your auction.
- 5) **Continuous revenue stream.** Sell items immediately as they are declared surplus. Revenues are returned on a frequent and timely basis.
- 6) **Avoid “absolute” auctions low prices.** No need to accept low price or bring the equipment home. Reject bids if not acceptable – or utilize the easy and “painless” **ReserveBid** feature.
- 7) **Positive cash flow.** List items for 14 days. Allow 5 business days for receipt of payment. Itemized invoice arrives at end of month for all items sold during the month.

- **What does GovDeals provide?**

- 1) **Large audience of existing Buyers.** We will notify your traditional, local Buyers. We also target a broad group of potential Buyers from our database, as well as registered **GovDeals** Buyers who are seeking specific items. This increasing number of pre-qualified, registered and active Buyers results in a larger total number of bids and higher prices overall for your items.
- 2) **Training and assistance – Telephone and on-site implementation depending on volume.** We will train your designated personnel in listing items successfully. From taking digital images to composing accurate, concise and key listings – we will work to assure your success from the outset. We are available for continuing training assistance and support, as needed.
- 3) **Assistance and research to determine comparable/fair market values.** **GovDeals** can provide recent actual sales prices for comparable items to accurately and realistically define “starting bids”. We subscribe to a national auction results reporting service and make this available for clients. We utilize multiple database searches to determine fair market values.
- 4) **Highly effective multi-channel marketing program** – you will immediately be able to present their items to large group of highly targeted and active buyers. Bids are received within minutes of posting.
- 5) **Extensive Marketing.** We have an experienced Marketing Department that will develop a unique plan to advertise your assets locally and nationally.
- 6) **Staffed Help Desk.** Our Help Desk is staffed Monday through Friday from 8:00am to 6:00pm (ET) with live, friendly, trained personnel. Our toll-free number is (800) 613-0156.
- 7) **Financial Settlement Services.**

- **What does GovDeals cost?**

- 1) Seven and one-half percent (7½%) of the final (closing) sales price. Single items sold in excess of \$100,000 have a reduced rate for the amount that exceeds \$100,000
- 2) No licensing fees – no monthly recurring costs.
- 3) All items sold during the month are invoiced at end of month with full itemization (single invoice). Payment due within 30 days from receipt of invoice.
- 4) No cost if sale is not completed (i.e., payment received).

- **How to start**

- 1) **Execute Sellers Agreement** – Review and approve Terms & Conditions (last 2-3 pages). Has cancellation clause (both parties) with 60 days notification. One-year duration with renewal option unless cancelled. Non-exclusive. Contact **GovDeals** at (866) 377-1494 to discuss.
- 2) **Identify key contact for training and liaison** – good thinker, POSITIVE ATTITUDE and knowledge of PC & Internet helpful. We will train them to succeed – on-site if needed and requested. This person will set the pace for success or failure for the entire organization.
- 3) **Internet connectivity** – fast is better. Must have Internet access – dial-up service OK.
- 4) **Payments** – direct Buyers to where payments are currently being accepted. Issue them receipt and direct to location for pick-up. Suggest printed directions sheet for Buyer to avoid confusion.

If you have any questions or would like a seller’s agreement, please contact:

Sales Support
 Phone: (866) 377-1494 option 3
 Fax: (334) 387-0519
salessupport@govdeals.com



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Surplus Property Online Auction Approval

DISCUSSION: The recently approved purchasing ordinance amendment allowed for the ability to sell City surplus property via online auction. The City currently participates in the Michigan Intergovernmental Trade Network (MITN) and that online site provides for online surplus property auctions. Another agenda item for the April 18, 2011 meeting requests approval of GovDeals as another site that could be used for online auction purposes. The purpose of this agenda item is to request approval to sell one of two City owned ambulances via online auction.

Sealed bids were requested for the sale of two City owned ambulances in December 2010. The bid process did not generate any bids that met the minimum bid prices set at that time. The ambulances are currently located at the Department of Public Services. The specific information regarding the two ambulances is as follows:

2004 AEV TraumaHawk Type 1 Freightliner M-2 class ambulance, Mileage 56531.7 – Minimum Bid \$20,000
2000 AEV TraumaHawk Type 1 Freightliner FL60 class ambulance, Mileage 65350.1 – Minimum Bid \$13,000

The minimum bids were set based upon prices the Fire Chief received from a dealer. The minimum bid amounts are what they thought they could get for them at auction. The 2000 ambulance is currently being considered for redployment for the fire investigation team.

Prior to placing the 2004 ambulance on the online auction website, we would place an advertisement in the Monroe Evening News regarding the auction. We would also send a letter to those that we know of who may have some interest in the ambulance advising them of the auction. If the auction were to generate at least the minimum bid price, the ambulance would be sold. If not, the City Council would need to decide on a new course of action, possibly including a lower minimum bid. I would use the MITN site first to try to sell the ambulances. If that process was not successful, I would then use the GovDeals website.

It is recommended that the Mayor and City Council approve the Finance Department to attempt to sell a 2004 City owned ambulance via online auction with the minimum bid price and process as described in this fact sheet.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Edward Sell, Finance Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: N/A

FINANCES

COST AND REVENUE PROJECTIONS:

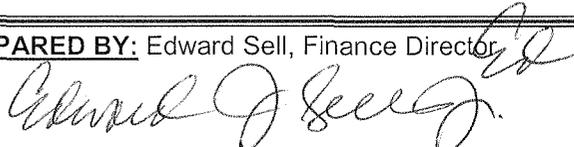
Cost of Total Project	\$ N/A
Cost of This Project Approval	\$ N/A
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

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

Budget Approval: _____

FACT SHEET PREPARED BY: Edward Sell, Finance Director

DATE: 4/12/2011

REVIEWED BY: 

DATE: 4-13-11

COUNCIL MEETING DATE: April 18, 2011



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Resolution spreading the expenses for the cutting of weeds and grasses on the 2011 Summer tax roll.

DISCUSSION: By Charter those weed and grass expenses that are not paid are spread against those parcels on the 2011 Summer Tax Roll.

This resolution authorizes the City Assessor to spread same.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

Recommending the attached resolution be adopted and the expenses for the cutting of weeds & grasses be placed upon the Summer 2011 Tax Roll.

REASON AGAINST:

INITIATED BY: City Treasurer' Office



Charles D. Evans, City Clerk/Treasurer

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City

Account Number

Amount

\$
\$
\$
\$
\$
\$
\$
\$

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: C. Evans

REVIEWED BY:



DATE: April 12, 2011

DATE:

COUNCIL MEETING DATE: April 18, 2011

RESOLUTION

1 **WHEREAS**, certain property owners have failed to pay for the expenses incurred for the
2 removal or cutting of weeds and grasses by the Department of Public Services; and.

3 **WHEREAS**, Chapter 712 of the Code of the City Monroe, as well as Charter Sections C-389
4 and C-390 of the Charter provides for special assessment of the cost of cutting weeds and grasses
5 plus a ten percent (10%) penalty; and

6 **WHEREAS**, a public hearing was held on April 18, 2011 for the purpose of reviewing, and
7 hearing objections to, the propriety of said special assessment upon the 2011 tax roll; and.

8 **WHEREAS**, Mayor and Council have given due consideration to any objections in
9 determining the propriety of said roll.

10 **NOW, THEREFORE BE IT RESOLVED**, that said roll, which is attached hereto, is
11 confirmed in all respects; and

12 **BE IT FURTHER RESOLVED**, that the City Clerk-Treasurer is hereby directed to provide
13 a certified copy of this Resolution and the attached roll to the City Assessor, who shall add the
14 amount of said costs to the next regular tax bill levied against the respective parcels; and

15 **BE IT FURTHER RESOLVED**, the City Manager shall have the authority to make
16 corrections to the attached roll as he deems necessary and shall report any such corrections to the
17 City Council.

18

19 Dated: April 18, 2011

2011 Delinquent Weed & Grass Cutting

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
SHAFFER, CLAUDE & C COUSIN	803 E ELM AVE	MONROE	0000155789	59-01416-000	73.37
BUSSELL, PAUL	810 E NOBLE AVE V	MONROE	0000155790	59-01487-000	57.95
BAC HOME LOANS SERVICING L	603 PARKWOOD AVE	MONROE	0000155791	59-00737-000	131.04
COOK, CHARLES H (LC	606 HUMPHREY ST	MONROE	0000155794	49-00662-000	104.29
HENDERSON, JAMES & MARY	105 NAVARRE ST	MONROE	0000155795	49-00679-000	104.29
GRODI, ROBERT SR & SUSAN L	621 WINCHESTER ST	MONROE	0000155796	49-01364-000	88.79
MORROW, SHERMANSTINE	611 ALMYRA AVE	MONROE	0000155800	49-00435-000	57.95
JETT, JANET	220 ALMYRA AVE V	MONROE	0000155801	49-00057-000	88.79
FRANKLIN ST CHURCH OF CHRI	1009 FRANKLIN ST	MONROE	0000155803	49-01080-000	57.95
FRANKLIN ST CHURCH OF CHRI	1007 FRANKLIN ST V	MONROE	0000155804	49-01081-000	73.37
SEKERES, ROBERT & LAURA	49 KENTUCKY AVE	MONROE	0000155805	49-01055-000	88.79
SOVEREIGN PROPERTIES, LLC	25 E FRONT ST	MONROE	0000155807	29-00411-000	104.29
CREDITUS LENDING 3 LP	802 E SECOND ST	MONROE	0000155809	49-00814-000	104.29
HENRY, DAVID & CHANTELE	402 E THIRD ST	MONROE	0000155810	39-00566-000	57.95
MOGHUL, FARRUKH & TASLEEM	1260 E THIRD ST V	MONROE	0000155811	49-01392-000	166.05
LWBR LLC	1321 E THIRD ST	MONROE	0000155812	49-00031-000	119.71
FEDERAL NATIONAL MORTGAGE	127 W SEVENTH ST	MONROE	0000155815	29-00001-000	88.79
YORK, JAMES & REBECCA	315 W SEVENTH ST	MONROE	0000155816	29-00404-049	57.95
SISINYAK, EUGENE T & ANN M	501 HUBER DR V	MONROE	0000155818	69-01026-000	57.95
HUBER PROPERTIES LLC	504 HUBER DR	MONROE	0000155819	69-01508-000	258.73
SISINYAK, EUGENE T & ANN M	535 HUBER DR V	MONROE	0000155820	69-01022-000	57.95
AEQUITAS ENTERPRISED LLC	523 W FRONT ST V	MONROE	0000155839	19-00320-000	57.41
WICKENHEISER, JOHN	629 W FRONT ST	MONROE	0000155840	19-00744-000	72.69
CREATIVE LAND DESIGN, INC	474 MASON RUN BLVD V	MONROE	0000155864	59-01788-059	23.08
FARRIS, ROBERT & SHERRY	325 KENTUCKY AVE	MONROE	0000155866	49-01203-000	57.41
MONROE BANK & TRUST	1123 E FIRST ST	MONROE	0000155867	49-01094-000	72.69

void

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<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
FARRIS, ROBERT SR & SHERRY	1130 E THIRD ST	MONROE	0000155868	49-01171-000	42.13
FARRIS, ROBERT & SHERRY	1126 E THIRD ST V	MONROE	0000155869	49-01172-000	42.13
MONROE TRANSFER, LLC	1204 E THIRD ST	MONROE	0000155870	49-01513-000	390.20
WILLIAMSON, TRACY (LC)	1027 HUMPHREY ST V	MONROE	0000155871	49-01049-000	52.66
HIBBERT, MICHAEL, MATTHEW	730 NORWOOD DR V	MONROE	0000155872	49-00167-000	57.41
TAITE, JAMES	1406 PETERS ST V	MONROE	0000155875	49-00506-000	57.41
MENTEL, JOE	520 CASS ST	MONROE	0000155879	29-00280-000	72.69
CHAN, YAT	118 W FIFTH ST	MONROE	0000155881	29-00308-000	57.41
HOUSING AND URBAN DEVELOPM	926 WALNUT ST	MONROE	0000155886	49-00325-000	103.32
GOINS, HERBERT/JENNINGS, B	1008 E SECOND ST	MONROE	0000155887	49-01133-000	72.69
EDWARDS, DOROTHY (TR)	610 ALMYRA AVE	MONROE	0000155888	49-00423-000	149.23
FANNIE MAE	504 WASHINGTON ST	MONROE	0000155891	29-00129-000	72.69
FALWELL, JEROME C	1610 BAYVIEW DR	MONROE	0000155892	49-00241-000	72.69
BALDWIN, JOHN L JR	627 SMITH ST	MONROE	0000155893	29-00368-001	57.41
MORGAN, JEFFREY JAMES	726 W SIXTH ST	MONROE	0000155896	19-00034-000	57.41
BAC HOME LOAN YOUNG, CARSON W JR & SARA	1118 LAVENDER ST	MONROE	0000155897	69-00544-049	57.41
ELY, MARK A	629 GODFROY AVE	MONROE	0000155898	69-00238-000	57.41
FANNIE MAE	1014 E FIRST ST	MONROE	0000155899	49-01102-000	57.41
HALL, WILLIE & DARLEEN	417 KENTUCKY AVE V	MONROE	0000155900	49-01221-000	42.13
FARRIS, ROBERT SR & SHERRY	429 KENTUCKY AVE	MONROE	0000155901	49-01229-000	72.69
STASO, MICHAEL ANDREW	138 TREMONT ST	MONROE	0000155906	69-00033-000	57.41
CHAVIS, JOSEPH	701 STONE ST	MONROE	0000155909	19-00785-000	72.69
BUSSELL, PAUL J	720 E FIRST ST	MONROE	0000155912	49-00690-000	72.69
DEUTSCHE BANK NATIONAL TRU	1126 E FOURTH ST	MONROE	0000155913	49-01208-001	33.87 <i>pd 4-1-11</i>
FARRIS, ROBERT & SHERRY	1130 E FOURTH ST	MONROE	0000155914	49-01209-000	57.41
EADS, PAUL L	1101 E FRONT ST	MONROE	0000155916	49-01016-000	72.69

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
CITY OF FAITH CHRISTIAN CE	116 WINCHESTER ST	MONROE	0000155917	49-01123-000	57.41
FARRIS, ROBERT & SHERRY	211 WINCHESTER ST	MONROE	0000155918	49-01149-000	57.41
FOX, CHERYL M	418 WINCHESTER ST	MONROE	0000155920	49-01222-000	72.69
CAPBELL, JASON	523 WINCHESTER ST	MONROE	0000155921	49-01258-000	42.13
LEE, BRIAN & KRISTIN	916 N MONROE ST	MONROE	0000155923	69-01356-000	57.41
BARRETTA, NANCY	1331 LAPLAISANCE ST	MONROE	0000155924	49-01456-000	211.86 <i>pd 4-7-11</i>
HERNANDEZ, HECTOR I & KARE	723 NAVARRE ST	MONROE	0000155927	49-00803-000	133.88
ESTES, RICK	518 CONANT AVE	MONROE	0000155929	49-00458-000	33.87
ROGERS, HILLARY S	317 KENTUCKY AVE	MONROE	0000155930	49-01192-000	43.30
PARKS, CLIFFORD	1035 LAPLAISANCE ST V	MONROE	0000155943	49-01454-002	116.53
FEDERAL HOME LOAN MORTGAGE	414 E ELM AVE	MONROE	0000155944	59-01161-000	72.69
DEUTSCHE BANK NATIONAL TRU	812 N MONROE ST	MONROE	0000156032	69-01350-000	103.32
SISUNG, PEGGY	1115 W FRONT ST	MONROE	0000156033	19-00904-000	133.88
LUGARI, PATRICIA	611 W THIRD ST	MONROE	0000156034	19-00142-000	87.97
LONGO, NAHAN A	451 GODFROY AVE	MONROE	0000156036	69-00445-000	58.30
CHAN, YAT	118 W FIFTH ST	MONROE	0000156038	29-00308-000	58.30
MENTEL, JOE	520 CASS ST	MONROE	0000156039	29-00280-000	73.86
NORTHAM, CHARLES H	712 ADAMS ST	MONROE	0000156041	19-00297-000	73.86 <i>pd 4-12-11</i>
FEDERAL NATIONAL MORTGAGE	127 W SEVENTH ST	MONROE	0000156043	29-00001-000	73.86
BALDWIN, JOHN L JR	627 SMITH ST	MONROE	0000156045	29-00368-001	42.68
GREEN, KRYSTA	709 BACON ST	MONROE	0000156046	19-00295-000	58.30
M DINER, LLC	1413 S CUSTER RD	MONROE	0000156047	19-00920-000	58.30
COUNTY OF MONROE	229 W THIRD ST	MONROE	0000156048	29-00393-000	42.68
AEQUITAS ENTERPRISED LLC	523 W FRONT ST V	MONROE	0000156050	19-00320-000	58.30
ROSE, JARED B & KRISTIN R	311 WINCHESTER V ST	MONROE	0000156054	49-01189-000	58.30
EDWARDS, DOROTHY (TR)	610 ALMYRA AVE	MONROE	0000156056	49-00423-000	73.86

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<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
LWBR LLC	1321 E THIRD ST	MONROE	0000156057	49-00031-000	73.86
YOUNG, WILLIAM J	523 ALMYRA AVE	MONROE	0000156058	49-00442-000	105.04
BAC HOME LOANS SERVICING L	819 ROEDER ST	MONROE	0000156060	49-00946-000	89.48
TRINITY EPISCOPAL CHURCH	328 W FOURTH ST	MONROE	0000156061	29-00188-000	68.01
CHAVIS, JOSEPH	701 STONE ST	MONROE	0000156064	19-00785-000	53.90
BROWN, KRISTYN C	620 E NOBLE AVE	MONROE	0000156065	59-01394-000	68.01
ASSET ISLAND, INC	307 WINCHESTER ST V	MONROE	0000156066	49-01186-000	53.90 <i>void</i>
SOVEREIGN PROPERTIES, LLC	23 E FRONT ST	MONROE	0000156068	29-00412-000	58.30
CREDITUS LENDING 3 LP	802 E SECOND ST	MONROE	0000156072	49-00814-000	89.48
FEDERAL HOME LOAN MORTGAGE	212 E SECOND ST	MONROE	0000156073	39-00262-000	42.68
LEWIS, VIVIAN KAY	906 E FIRST ST	MONROE	0000156074	49-01284-000	58.30
DEUTSCHE BANK TRUST CO AME	511 DONNALEE DR	MONROE	0000156076	69-00333-276	73.86
SELVIDGE, MARTIN L & W	601 HARBOR AVE V	MONROE	0000156080	59-00417-014	42.68
EADS, PAUL L	1101 E FRONT ST	MONROE	0000156082	49-01016-000	58.30
DETROIT EDISON	620 N DIXIE HWY	MONROE	0000156086	59-01889-000	686.79
SISINYAK, EUGENE T & ANN M	501 HUBER DR V	MONROE	0000156094	69-01026-000	70.90
HUBER PROPERTIES LLC	504 HUBER DR	MONROE	0000156095	69-01508-000	93.67 <i>void</i>
SISINYAK, EUGENE T & ANN M	535 HUBER DR V	MONROE	0000156096	69-01022-000	69.88
AEQUITAS ENTERPRISED LLC	523 W FRONT ST V	MONROE	0000156097	19-00320-000	42.68
SEKERES, ROBERT & LAURA	49 KENTUCKY AVE	MONROE	0000156100	49-01055-000	58.30
MONROE SONIC REAL ESTATE,	815 N TELEGRAPH RD	MONROE	0000156101	69-00073-009	136.29
STATE OF MICHIGAN - FAST T	328 EASTCHESTER ST	MONROE	0000156102	49-01207-000	42.68
LEE, BRIAN & KRISTIN	916 N MONROE ST	MONROE	0000156103	69-01356-000	73.86
CARROLL, KITTY R	317 CASS ST	MONROE	0000156105	29-00219-000	53.28
CHAVIS, JOSEPH	701 STONE ST	MONROE	0000156106	19-00785-000	58.30
BAILS, STEVEN D	911 E SECOND ST	MONROE	0000156108	49-00068-000	58.30 <i>pd 4-12-11</i>

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<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
FEDERAL HOME LOAN MORTGAGE	414 E ELM AVE	MONROE	0000156109	59-01161-000	73.86
BAC HOME LOANS SERVICING L	217 SMITH ST	MONROE	0000156114	29-00398-000	58.30
YORK, DAVID RAYMOND	229 HARRISON ST	MONROE	0000156117	29-00318-000	58.30
WICKENHEISER, JOHN D (ETAL	1132 FRANKLIN ST	MONROE	0000156119	49-01092-000	58.30
FOX, CHERYL M	418 WINCHESTER ST	MONROE	0000156122	49-01222-000	73.86
CITY OF FAITH CHRISTIAN CE	116 WINCHESTER ST	MONROE	0000156123	49-01123-000	58.30
DAHLQUIST, WILLIAM C & MAT	724 WINCHESTER ST V	MONROE	0000156125	49-01346-000	58.30
MONROE TRANSFER, LLC	1204 E THIRD ST	MONROE	0000156127	49-01513-000	261.01
MONROE BANK & TRUST	1123 E FIRST ST	MONROE	0000156129	49-01094-000	73.86
STATE OF MICHIGAN - FAST T	66 WINCHESTER ST	MONROE	0000156130	49-01048-000	58.30
LWBR LLC	1321 E THIRD ST	MONROE	0000156131	49-00031-000	73.86
BAC HOME LOAN YOUNG, CARSON W JR & SARA	1118 LAVENDER ST	MONROE	0000156134	69-00544-049	73.86
BAC HOME LOANS SERVICING L	603 PARKWOOD AVE	MONROE	0000156136	59-00737-000	73.86
FRANKLIN ST CHURCH OF CHRI	1009 FRANKLIN ST	MONROE	0000156142	49-01080-000	73.86
BARRETTA, NANCY	1331 LAPLAISANCE ST	MONROE	0000156143	49-01456-000	190.66 <i>pd 4-7-11</i>
MENTEL, JOE	520 CASS ST	MONROE	0000156145	29-00280-000	59.13
SISINYAK, EUGENE T & ANN M	535 HUBER DR V	MONROE	0000156146	69-01022-000	59.13
SISINYAK, EUGENE T & ANN M	501 HUBER DR V	MONROE	0000156147	69-01026-000	75.03
HUBER PROPERTIES LLC	504 HUBER DR	MONROE	0000156148	69-01508-000	138.63 <i>void</i>
NEW FAITH TEMPLE CHURCH	1247 E FIRST ST	MONROE	0000156150	49-01509-000	75.03
US BANK NATIONAL ASSOCIATI	1239 E FIRST ST	MONROE	0000156151	49-01507-000	154.46
JOHNSON, ROBERT & HELEN	118 ALMYRA AVE	MONROE	0000156152	49-00047-000	59.13
MOGHUL, FARRUKH & TASLEEM	1260 E THIRD ST V	MONROE	0000156153	49-01392-000	43.30
CAPBELL, JASON	523 WINCHESTER ST	MONROE	0000156154	49-01258-000	54.79
LUGARI, PATRICIA	611 W THIRD ST	MONROE	0000156155	19-00142-000	75.03
EDWARDS, DOROTHY (TR)	610 ALMYRA AVE	MONROE	0000156156	49-00423-000	90.93

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<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
CREATIVE LAND DESIGN, INC	474 MASON RUN BLVD V	MONROE	0000156227	59-01788-059	19.03
CHAN, YAT	118 W FIFTH ST	MONROE	0000156240	29-00308-000	42.89
TICKLE, SAMUEL H	429 UNION ST	MONROE	0000156242	19-00348-001	90.08
CARMON, DELLA MAE	726 W FOURTH ST	MONROE	0000156243	19-00006-000	90.08
FOX, DENISE & LAJINESS, RO	403 SMITH ST	MONROE	0000156244	29-00386-000	58.58
SHAFFER, CLAUDE & C COUSIN	803 E ELM AVE	MONROE	0000156246	59-01416-000	58.58
FEDERAL NATIONAL MORTGAGE	127 W SEVENTH ST	MONROE	0000156247	29-00001-000	74.33
BUSSELL, PAUL J	720 E FIRST ST	MONROE	0000156270	49-00690-000	74.33
JONES, ROCHELL	1011 FRANKLIN ST	MONROE	0000156271	49-01079-000	58.58
TAITE, JAMES	1406 PETERS ST V	MONROE	0000156272	49-00506-000	74.33
SHIPE, MATTHEW D	1259 E FRONT ST	MONROE	0000156273	49-01460-001	105.83
CREATIVE LAND DESIGN, INC	474 MASON RUN BLVD V	MONROE	0000156335	59-01788-059	19.16
MONROE COUNTY HUMANE SOCIE	833 N TELEGRAPH RD	MONROE	0000156379	69-00073-010	192.09
MONROE COUNTY HOUSING COMM	1011 E SECOND ST	MONROE	0000156380	49-01128-000	66.21
GUYOR, KATIE	54 WINCHESTER ST	MONROE	0000156381	49-01005-000	50.40
NARDIZZI, JENNIFER	624 ALMYRA AVE	MONROE	0000156382	49-00426-000	66.21
FRANKLIN ST CHURCH OF CHRI	1009 FRANKLIN ST	MONROE	0000156384	49-01080-000	66.21
JONES, ROCHELL	1011 FRANKLIN ST	MONROE	0000156385	49-01079-000	66.21
SEKERES, ROBERT & LAURA	49 KENTUCKY AVE	MONROE	0000156386	49-01055-000	66.21
AEQUITAS ENTERPRISED LLC	523 W FRONT ST V	MONROE	0000156387	19-00320-000	66.21
CHAVIS, JOSEPH	701 STONE ST	MONROE	0000156388	19-00785-000	66.21
SISINYAK, EUGENE T & ANN M	501 HUBER DR V	MONROE	0000156389	69-01026-000	66.21
BAC HOME LOAN YOUNG, CARSON W JR & SARA	1118 LAVENDER ST	MONROE	0000156390	69-00544-049	66.21
SISINYAK, EUGENE T & ANN M	535 HUBER DR V	MONROE	0000156391	69-01022-000	66.21
HUBER PROPERTIES LLC	504 HUBER DR	MONROE	0000156394	69-01508-000	149.26
LEATHERY, RAY & TERESA	1020 E FIRST ST	MONROE	0000156395	49-01103-000	113.40

void

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<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
FANNIE MAE	316 MICHIGAN AVE	MONROE	0000156396	59-01486-000	129.15
DUSSEAU, RICHARD A & KIMBE	99 WINCHESTER ST	MONROE	0000156397	49-01098-000	56.73
DUSSEAU, RICHARD & KIM	85 WINCHESTER ST V	MONROE	0000156398	49-01084-000	56.73
MONROE BANK & TRUST	1123 E FIRST ST	MONROE	0000156400	49-01094-000	97.65
BARRETTA, NANCY	1331 LAPLAISANCE ST	MONROE	0000156401	49-01456-000	97.65 <i>pd 4-7-11</i>
1109, LLC	1107 E THIRD ST	MONROE	0000156403	49-01167-000	66.21
MONROE SONIC REAL ESTATE,	815 N TELEGRAPH RD	MONROE	0000156404	69-00073-009	129.15
EADS, PAUL L	1101 E FRONT ST	MONROE	0000156405	49-01016-000	81.90
WICKENHEISER, JOHN D (ETAL	1132 FRANKLIN ST	MONROE	0000156406	49-01092-000	81.90
VERES, ERNEST B III	1116 FRANKLIN ST	MONROE	0000156407	49-01088-000	81.90
YORK, DAVID RAYMOND	229 HARRISON ST	MONROE	0000156410	29-00318-000	81.90
VANWASSHENOVA, LAWRENCE	942 W ELM AVE	MONROE	0000156411	69-00162-000	81.90
LWBR LLC	1321 E THIRD ST	MONROE	0000156412	49-00031-000	81.90
SISUNG, PEGGY	1115 W FRONT ST	MONROE	0000156416	19-00904-000	97.65
DEUTSCHE BANK TRUST CO AME	511 DONNALEE DR	MONROE	0000156419	69-00333-276	81.90
SOVEREIGN PROPERTIES, LLC	23 E FRONT ST	MONROE	0000156421	29-00412-000	81.90
EADS, PAUL L	1101 E FRONT ST	MONROE	0000156430	49-01016-000	81.90
STEELE, GARRETT & MARCIA	412 GLENWOOD DR V	MONROE	0000156431	49-00280-000	81.90 <i>pd 4-11-11</i>
EDWARDS, DOROTHY (TR)	610 ALMYRA AVE	MONROE	0000156433	49-00423-000	81.90
TAITE, JAMES	1406 PETERS ST V	MONROE	0000156435	49-00506-000	66.21
DEUTSCHE BANK NATIONAL TRU	812 N MONROE ST	MONROE	0000156437	69-01350-000	81.90
LEE, BRIAN & KRISTIN	916 N MONROE ST	MONROE	0000156438	69-01356-000	81.90
FEDERAL HOME LOAN MORTGAGE	414 E ELM AVE	MONROE	0000156440	59-01161-000	81.90
LICHY, GARY R JR & LAURA M	150 BAPTISTE AVE	MONROE	0000156441	59-01787-038	81.90
STASO, MICHAEL ANDREW	138 TREMONT ST	MONROE	0000156442	69-00033-000	222.43
COSBY, JACK W & CAROL A	575 TOLL ST	MONROE	0000156443	69-00545-272	81.90 <i>pd 4-13-11</i>

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<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
BAC HOME LOAN YOUNG, CARSON W JR & SARA	1118 LAVENDER ST	MONROE	0000156574	69-00544-049	81.90
MEYETTE, GARY W & LORETTA	215 LINCOLN AVE	MONROE	0000156575	59-00839-000	553.88
CHAVIS, JOSEPH	701 STONE ST	MONROE	0000156576	19-00785-000	66.21
SHAFFER, CLAUDE & C COUSIN	803 E ELM AVE	MONROE	0000156577	59-01416-000	66.21
SHIPE, MATTHEW D	1259 E FRONT ST	MONROE	0000156578	49-01460-001	81.90
YORK, DAVID RAYMOND	229 HARRISON ST	MONROE	0000156579	29-00318-000	66.21
AEQUITAS ENTERPRISED LLC	523 W FRONT ST V	MONROE	0000156581	19-00320-000	66.21
SIEB, MARJORIE & RICHARD	28 WINCHESTER ST V	MONROE	0000156582	49-01006-000	81.90
TRINITY EPISCOPAL CHURCH	328 W FOURTH ST	MONROE	0000156584	29-00188-000	97.65
CREATIVE LAND DESIGN, INC	474 MASON RUN BLVD V	MONROE	0000156621	59-01788-059	20.90
DEUTSCHE BANK TRUST CO AME	511 DONNALEE DR	MONROE	0000156629	69-00333-276	96.73
MENTEL, JOE	520 CASS ST	MONROE	0000156630	29-00280-000	70.78
SOAVE, MICHAEL & OROZCO, J	1126 E FIRST ST V	MONROE	0000156631	49-01112-000	49.93
SOAVE, MICHAEL & OROZCO, J	1110 E FIRST ST V	MONROE	0000156632	49-01109-000	49.93
SOAVE, MICHAEL & OROZCO, J	1114 E FIRST ST V	MONROE	0000156633	49-01110-000	65.58
GREYSON PROPERTIES, LLC	65 WINCHESTER ST V	MONROE	0000156634	49-01043-000	96.73 <i>pd 4-12-11</i>
SOAVE, MICHAEL & OROZCO, J	1124 E FIRST ST V	MONROE	0000156635	49-01111-000	49.93
MONROE BANK & TRUST	1123 E FIRST ST	MONROE	0000156636	49-01094-000	81.13
TAITE, JAMES	1406 PETERS ST V	MONROE	0000156639	49-00506-000	81.13
VICARI, TONINO & FLORENCE,	17 W THIRD ST V	MONROE	0000156640	29-00224-000	65.58 <i>pd 4-8-11</i>
STEELE, GARRETT & MARCIA	412 GLENWOOD DR V	MONROE	0000156641	49-00280-000	81.13 <i>pd 4-11-11</i>
LWBR LLC	1321 E THIRD ST	MONROE	0000156642	49-00031-000	112.33
EDWARDS, DOROTHY (TR)	610 ALMYRA AVE	MONROE	0000156643	49-00423-000	96.73
BAC HOME LOANS SERVICING L	603 PARKWOOD AVE	MONROE	0000156644	59-00737-000	96.73
FEDERAL HOME LOAN MORTGAGE	414 E ELM AVE	MONROE	0000156645	59-01161-000	96.73
BAC HOME LOAN YOUNG, CARSON W JR & SARA	1118 LAVENDER ST	MONROE	0000156646	69-00544-049	96.73

2011 Delinquent Weed & Grass Cutting

9/12

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
LEE, BRIAN & KRISTIN	916 N MONROE ST	MONROE	0000156647	69-01356-000	96.73
STASO, MICHAEL ANDREW	138 TREMONT ST	MONROE	0000156649	69-00033-000	96.73
DEUTSCHE BANK NATIONAL TRU	812 N MONROE ST	MONROE	0000156650	69-01350-000	96.73
CARROLL, KITTY R	317 CASS ST	MONROE	0000156651	29-00219-000	96.73
FEDERAL NATIONAL MORTGAGE	127 W SEVENTH ST	MONROE	0000156653	29-00001-000	96.73
M DINER, LLC	1413 S CUSTER RD	MONROE	0000156654	19-00920-000	96.73
SEKERES, ROBERT & LAURA	49 KENTUCKY AVE	MONROE	0000156656	49-01055-000	81.13
FRANKLIN ST CHURCH OF CHRI	1009 FRANKLIN ST	MONROE	0000156657	49-01080-000	65.58
FRANKLIN ST CHURCH OF CHRI	1007 FRANKLIN ST V	MONROE	0000156658	49-01081-000	65.58
WORLEY, ANDREW J	536 BENTLEY DR	MONROE	0000156661	69-00902-000	96.73
BUSSELL, PAUL J	720 E FIRST ST	MONROE	0000156662	49-00690-000	127.93
HIBBERT, MICHAEL, MATTHEW	730 NORWOOD DR V	MONROE	0000156663	49-00167-000	96.73
MOGHUL, FARRUKH & TASLEEM	1260 E THIRD ST V	MONROE	0000156664	49-01392-000	65.58
EADS, PAUL L	1101 E FRONT ST	MONROE	0000156665	49-01016-000	81.13
1109, LLC	1107 E THIRD ST	MONROE	0000156666	49-01167-000	81.13
MONROE TRANSFER, LLC	1204 E THIRD ST	MONROE	0000156667	49-01513-000	159.13
MONROE SONIC REAL ESTATE,	815 N TELEGRAPH RD	MONROE	0000156668	69-00073-009	159.13
MCDONALD, MARK	925 HARBOR AVE	MONROE	0000156670	59-00455-000	96.73
DETROIT EDISON	620 N DIXIE HWY	MONROE	0000156671	59-01889-000	400.80
VERES, ERNEST B III	1116 FRANKLIN ST	MONROE	0000156673	49-01088-000	81.13
CHAVIS, JOSEPH	701 STONE ST	MONROE	0000156674	19-00785-000	65.58
AEQUITAS ENTERPRISED LLC	523 W FRONT ST V	MONROE	0000156675	19-00320-000	81.13
LICHY, GARY R JR & LAURA M	150 BAPTISTE AVE	MONROE	0000156678	59-01787-038	81.13
FANNIE MAE	305 BAPTISTE AVE	MONROE	0000156679	59-01787-020	81.13
SISUNG, PEGGY	1115 W FRONT ST	MONROE	0000156680	19-00904-000	112.33
JONES, ROCHELL	1011 FRANKLIN ST	MONROE	0000156681	49-01079-000	65.58

2011 Delinquent Weed & Grass Cutting

10/12

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
FRANKLIN ST CHURCH OF CHRI	1007 FRANKLIN ST V	MONROE	0000156683	49-01081-000	81.13
SOAVE, MICHAEL & OROZCO, J	1110 E FIRST ST V	MONROE	0000156684	49-01109-000	65.58
GUYOR, KATIE	54 WINCHESTER ST	MONROE	0000156685	49-01005-000	65.58
SOAVE, MICHAEL & OROZCO, J	1114 E FIRST ST V	MONROE	0000156686	49-01110-000	65.58
SOAVE, MICHAEL & OROZCO, J	1124 E FIRST ST V	MONROE	0000156687	49-01111-000	65.58
SOAVE, MICHAEL & OROZCO, J	1126 E FIRST ST V	MONROE	0000156688	49-01112-000	65.58
JOHNSON, ROBERT & HELEN	118 ALMYRA AVE	MONROE	0000156689	49-00047-000	96.73
HENDERSON, JAMES & MARY	105 NAVARRE ST	MONROE	0000156692	49-00679-000	96.73
SHAFFER, CLAUDE & C COUSIN	803 E ELM AVE	MONROE	0000156693	59-01416-000	81.13
FAZIO, CHARLES J & RUTH A	407 RIVERVIEW AVE	MONROE	0000156694	59-01197-000	112.33
ENGEL, MICHELLE & BOUDRIE	417 E ELM AVE	MONROE	0000156695	59-01784-000	96.73
BROWN, DONALD F (LC	622 FERNWOOD DR	MONROE	0000156701	49-00310-000	127.93
BLEVINS, JERRY W	311 SMITH ST	MONROE	0000156702	29-00391-000	112.33
CREATIVE LAND DESIGN, INC	474 MASON RUN BLVD V	MONROE	0000156715	59-01788-059	20.48
FRANKLIN ST CHURCH OF CHRI	1007 FRANKLIN ST V	MONROE	0000156729	49-01081-000	65.58
MONROE BANK & TRUST	1123 E FIRST ST	MONROE	0000156732	49-01094-000	81.13
SOVEREIGN PROPERTIES, LLC	23 E FRONT ST	MONROE	0000156734	29-00412-000	73.63
FARRIS, ROBERT SR & SHERRY	429 KENTUCKY AVE	MONROE	0000156735	49-01229-000	127.93
JSG VENTURES, LLC	809 JEROME ST	MONROE	0000156737	49-00978-000	96.73
BREDSCHNEIDER FAMILY TRUST	402 E FRONT ST	MONROE	0000156738	39-00469-004	57.28
BREDSCHNEIDER FAMILY TRUST	402 E FRONT ST	MONROE	0000156739	39-00469-004	49.93
SHIPE, MATTHEW D	1259 E FRONT ST	MONROE	0000156740	49-01460-001	127.93
EADS, PAUL L	1101 E FRONT ST	MONROE	0000156741	49-01016-000	96.73
STASO, MICHAEL ANDREW	138 TREMONT ST	MONROE	0000156742	69-00033-000	96.73
NEW FAITH TEMPLE CHURCH	1247 E FIRST ST	MONROE	0000156743	49-01509-000	96.73
EDWARDS, DOROTHY (TR)	610 ALMYRA AVE	MONROE	0000156744	49-00423-000	81.13

2011 Delinquent Weed & Grass Cutting

11/12

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
MOGHUL, FARRUKH & TASLEEM	1260 E THIRD ST V	MONROE	0000156747	49-01392-000	81.13
EPPS, DESTINY	424 CLARK ST V	MONROE	0000156748	49-00496-000	112.33
YORK, DAVID RAYMOND	229 HARRISON ST	MONROE	0000156760	29-00318-000	81.13
M DINER, LLC	1413 S CUSTER RD	MONROE	0000156761	19-00920-000	96.73
CREATIVE LAND DESIGN, INC	474 MASON RUN BLVD V	MONROE	0000156823	59-01788-059	20.09
JONES, HEATHER & DONALD	522 W SIXTH ST	MONROE	0000156827	19-00482-000	168.65
OVERBY, VINCENT M & DEBORA	1839 S CUSTER RD	MONROE	0000156829	19-00932-000	96.73
CAIN, ROBERT F	112 TOLL ST	MONROE	0000156830	69-01155-000	96.73
FANNIE MAE	316 MICHIGAN AVE	MONROE	0000156832	59-01486-000	81.13
MONROE BANK & TRUST	1123 E FIRST ST	MONROE	0000156833	49-01094-000	65.58
BUSSELL, PAUL J	720 E FIRST ST	MONROE	0000156834	49-00690-000	96.73
SMITH, KEVIN & GINNY	623 E FOURTH ST	MONROE	0000156835	49-00750-000	81.13
SHAFFER, CLAUDE & C COUSIN	803 E ELM AVE	MONROE	0000156837	59-01416-000	81.13
CAPBELL, JASON	523 WINCHESTER ST	MONROE	0000156838	49-01258-000	81.13
FANNIE MAE	305 BAPTISTE AVE	MONROE	0000156840	59-01787-020	65.58
CHAVIS, JOSEPH	701 STONE ST	MONROE	0000156841	19-00785-000	81.13
MONROE TRANSFER, LLC	1204 E THIRD ST	MONROE	0000156842	49-01513-000	112.33
SISINYAK, EUGENE T & ANN M	501 HUBER DR V	MONROE	0000156843	69-01026-000	65.58
SISINYAK, EUGENE T & ANN M	535 HUBER DR V	MONROE	0000156844	69-01022-000	65.58
JONES, ANTHONY K	1821 BAYVIEW DR	MONROE	0000156846	49-00180-000	96.73
LWBR LLC	1321 E THIRD ST	MONROE	0000156847	49-00031-000	112.33
ROGERS, HILLARY S	317 KENTUCKY AVE	MONROE	0000156851	49-01192-000	64.70
MENTEL, JOE	520 CASS ST	MONROE	0000156858	29-00280-000	65.58
CARROLL, KITTY R	317 CASS ST	MONROE	0000156860	29-00219-000	81.13
AEQUITAS ENTERPRISED LLC	523 W FRONT ST V	MONROE	0000156861	19-00320-000	81.13
FARRIS, ROBERT & SHERRY	325 KENTUCKY AVE	MONROE	0000156862	49-01203-000	81.13

2011 Delinquent Weed & Grass Cutting

12/12

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
FLETCHER, JAMES & WANDA	1833 BAYVIEW DR	MONROE	0000156863	49-00184-000	96.73
PERSICONI & PERSICONI, LLC	900 TERNES DR V	MONROE	0000156891	59-01909-028	127.93
YOUNG, CARSON W JR & SARA <i>BAC HOME LOAN</i>	1118 LAVENDER ST	MONROE	0000156942	69-00544-049	95.81
MEADOWS, RACHEL O	1708 FREDERICKS DR	MONROE	0000157064	69-00270-041	132.30

~~25,164.01~~

23,761.07 as of 4/11
23,450.28 as of 4/13



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Resolution spreading the expenses of sidewalk repair on the 2011 Summer tax roll.

DISCUSSION: By Charter, those expenses for sidewalk repair that are not paid are spread against those parcels on the 2011 Summer tax roll.

This resolution authorizes the City Assessor to spread same.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

Recommending the attached resolution be adopted and the unpaid expenses of sidewalk repair be placed upon the Summer 2011 Tax Roll.

REASON AGAINST:

INITIATED BY: City Treasurer' Office



Charles D. Evans, City Clerk/Treasurer

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: C. Evans

DATE: April 12, 2011

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: April 18, 2011

R E S O L U T I O N

1 **WHEREAS**, certain property owners have failed to pay for the expenses incurred for the
2 construction or repair of sidewalks by the City Engineer; and,

3 **WHEREAS**, Chapter 625, Article V, of the Code of the City of Monroe and Section C-
4 253 of the Charter provides for special assessment of the cost of constructing or repairing
5 sidewalks, plus a ten percent (10%) penalty; and

6 **WHEREAS**, a public hearing was held on April 18, 2011 for the purpose of reviewing,
7 and hearing objections to, the propriety of said special assessment upon the 2011 tax roll; and.

8 **WHEREAS**, the Mayor and Council have given due consideration to any objections in
9 determining the propriety of said roll.

10 **NOW THEREFORE BE IT RESOLVED**, that said roll, which is attached hereto, is
11 confirmed in all respects; and

12 **BE IT FURTHER RESOLVED**, that the City Clerk-Treasurer is hereby directed to
13 provide a certified copy of this Resolution and the attached roll to the City Assessor, who shall
14 add the amount of said costs to the next regular tax bill levied against the respective parcels; and

15 **BE IT FURTHER RESOLVED**, the City Manager shall have the authority to make
16 corrections to the attached roll as he deems necessary and shall report any such corrections to the
17 City Council.

18 Dated: April 18, 2011

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
MADDOX, KIMBERLY	624 E FIRST ST	MONROE	0000157254	49-00681-000	220.54
GOMES-WRIGHT, LUZ	311 E SECOND ST	MONROE	0000157257	39-00544-000	63.10
HUNTER, ALEXANDER	418 E SECOND ST	MONROE	0000157261	39-00390-000	206.35
KISER, BRENDA J	526 E SECOND ST	MONROE	0000157263	39-00401-000	221.70
MAYBEE PROPERTIES	720 E SECOND ST	MONROE	0000157267	49-00710-000	68.22
RAMIREZ-ALMANZA,	415 E THIRD ST	MONROE	0000157271	39-00410-000	83.73
ALEXIUS, ERIC & P	522 E THIRD ST.	MONROE	0000157276	39-00420-000	68.22 <i>pd 4-12-11</i>
STEVENS, JOHN & D	629 E THIRD ST	MONROE	0000157280	49-00723-000	206.35
ACKERMAN, JOANNE	630 E THIRD ST	MONROE	0000157281	49-00736-000	134.73
ROURK PROPERTIES,	801 E THIRD ST	MONROE	0000157283	49-00822-000	66.51
PLUMMER, EMMA	802 E THIRD ST	MONROE	0000157284	49-00824-000	90.38
MELL, CHRISTOPHER	402 E FOURTH ST	MONROE	0000157306	39-00110-000	223.41
PANCONE, THOMAS &	627 E FOURTH ST	MONROE	0000157313	49-00749-000	550.86
SAJDAK, TIMOTHY J	722 E NINTH ST	MONROE	0000157370	49-00968-000	81.06
BREDSCHNEIDER FAM	402 E FRONT ST	MONROE	0000157372	39-00469-004	77.68
CLARK, JESSICA M	718 E FRONT ST	MONROE	0000157381	49-01487-001	67.55 <i>pd 4-7-11</i>
LOWREY, SANDRA F	631 HUMPHREY ST	MONROE	0000157394	49-00654-000	65.86
DICARLO, VITO & B	735 JEROME ST	MONROE	0000157398	49-00987-000	158.74
DEPEW, MAY	704 KENTUCKY AVE	MONROE	0000157399	49-01313-000	206.02
MCPEEK, ROBERTA S	710 KENTUCKY AVE	MONROE	0000157400	49-01315-000	135.10 <i>pd 4-12-11</i>
BASILE, GLORIA G	69 NAVARRE ST	MONROE	0000157405	49-00663-000	288.77 <i>pd 4-11-11</i>
GILSDORF, AL/CONS	85 NAVARRE ST	MONROE	0000157406	49-00675-000	202.65
DAVIS, FRANK & ME	704 REISIG ST	MONROE	0000157410	49-00905-000	143.54 <i>VOID/ENG</i>
YAVORSKY, CATHERI	736 REISIG ST	MONROE	0000157414	49-00911-000	332.90
JOHNSON, JOHN THO	714 ROEDER ST	MONROE	0000157415	49-00994-000	25.33 <i>pd 4-7-11</i>
DUNHAM, MILTON	724 ROEDER ST	MONROE	0000157417	49-00990-000	74.66

2011 Delinquent Sidewalk

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
TROMETER, TANYA	417 SCOTT ST	MONROE	0000157423	39-00103-000	72.79
SOLID ROCK CHURCH	77 WADSWORTH ST	MONROE	0000157426	39-00522-001	515.06

~~4,651.81~~
4126.62
3,923.30 as of 4/13/11



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Resolution spreading the expenses of rental property inspection fee on the 2011 Summer Tax Roll.

DISCUSSION: By Charter those rental property inspection fees that are not paid are spread against those parcels on the 2011 Summer Tax Roll.

This resolution authorizes the City Assessor to spread same.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

Recommending the attached resolution be adopted and the unpaid rental inspection fee charges be placed upon the Summer 2011 Tax Roll.

REASON AGAINST:

INITIATED BY: City Treasurer' Office



Charles D. Evans, City Clerk/Treasurer

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City

Account Number

Amount

\$
\$
\$
\$
\$
\$
\$
\$

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: C. Evans

REVIEWED BY:



DATE: April 12, 2011

DATE:

COUNCIL MEETING DATE:

April 18, 2011

RESOLUTION

1 **WHEREAS**, certain rental property owners have failed to pay the inspection fees
2 pursuant to Chapter 550, Rental Properties, of the Code of the City of Monroe; and

3 **WHEREAS**, a public hearing was held on April 18, 2011 for the purpose of reviewing,
4 and hearing objections to, the propriety of said special assessment upon the 2011 tax roll; and.

5 **WHEREAS**, the Mayor and Council have given due consideration to any objections in
6 determining the propriety of said roll.

7 **NOW THEREFORE BE IT RESOLVED**, that said roll, which is attached hereto, is
8 confirmed in all respects; and

9 **BE IT FURTHER RESOLVED**, that the City Clerk-Treasurer is hereby directed to
10 provide a certified copy of this Resolution and the attached roll to the City Assessor, who shall
11 add the amount of said costs to the next regular tax bill levied against the respective parcels; and

12 **BE IT FURTHER RESOLVED**, the City Manager shall have the authority to make
13 corrections to the attached roll as he deems necessary and shall report any such corrections to the
14 City Council.

15 Dated: April 18, 2011

2011 Delinquent Rental Inspections

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Invoice</u>	<u>Amount</u>	<u>Parcel #</u>
STEELE, RODNEY & TANA	15049 POPLAR	MONROE, MI 48161	CR102454	300.00	29-00136-000
JONES, ROCHELL	225 ARMSTRONG	CEDAR HILL, TX 75104	CR102374	300.00	49-01079-000
FEDERAL HOME LOAN MORTGAGE	31440 NORTHWESTERN HWY, STE 200	FARMINGTON, MI 48334	CR102373	300.00	49-00826-000
DAYSPRINGS PROPERTIES, LLC	523 W MAIN ST	MILAN, MI 48160	CR102364	300.00	49-00720-000
DAYSPRINGS PROPERTIES, LLC	523 W MAIN ST	MILAN, MI 48160	CR102365	300.00	49-00720-000
MONROE APARTMENTS, LLC	300 N FIFTH STE 190	ANN ARBOR, MI 48104	CR102150	300.00	69-00659-049
MONROE APARTMENTS, LLC	300 N FIFTH STE 190	ANN ARBOR, MI 48104	CR102151	300.00	69-00659-049
MONROE APARTMENTS, LLC	300 N FIFTH STE 190	ANN ARBOR, MI 48104	CR102152	300.00	69-00659-049
MONROE APARTMENTS, LLC	300 N FIFTH STE 190	ANN ARBOR, MI 48104	CR102153	300.00	69-00659-049
MONROE APARTMENTS, LLC	300 N FIFTH STE 190	ANN ARBOR, MI 48104	CR102154	300.00	69-00659-049
MONROE APARTMENTS, LLC	300 N FIFTH STE 190	ANN ARBOR, MI 48104	CR102155	300.00	69-00659-049
MONROE APARTMENTS, LLC	300 N FIFTH STE 190	ANN ARBOR, MI 48104	CR102156	300.00	69-00659-049
MONROE APARTMENTS, LLC	300 N FIFTH STE 190	ANN ARBOR, MI 48104	CR102157	300.00	69-00659-049
MONROE APARTMENTS, LLC	300 N FIFTH STE 190	ANN ARBOR, MI 48104	CR102158	300.00	69-00659-049
MONROE APARTMENTS, LLC	300 N FIFTH STE 190	ANN ARBOR, MI 48104	CR102159	300.00	69-00659-049
MONROE APARTMENTS, LLC	300 N FIFTH STE 190	ANN ARBOR, MI 48104	CR102160	300.00	69-00659-049
MONROE APARTMENTS, LLC	300 N FIFTH STE 190	ANN ARBOR, MI 48104	CR102298	300.00	69-00659-049
MONROE APARTMENTS, LLC	300 N FIFTH STE 190	ANN ARBOR, MI 48104	CR102299	300.00	69-00659-049
MONROE APARTMENTS, LLC	300 N FIFTH STE 190	ANN ARBOR, MI 48104	CR102300	300.00	69-00659-049
MONROE APARTMENTS, LLC	300 N FIFTH STE 190	ANN ARBOR, MI 48104	CR102301	300.00	69-00659-049
DONNELLY, JEFFREY & TERRY	4836 LISA COURT	TRENTON, MI 48183	CR102083	300.00	29-00038-021
DILLEY, JEAN A	153 DOTSON RD	SOMERVILLE, AL 35670	CR101970	300.00	29-00404-021
CAMPBELL, STEPHEN	1405 PALMWOOD	MONROE, MI 48161	CR101950	300.00	19-00190-000
MCFADDEN, DAVID	145 MICHIGAN AVE.	MONROE, MI 48161	CR101739	300.00	19-00355-000
MCCALISTER, DEREIQ	11527 WATERWELL CT	RIVERDALE, CA 92505	CR101629	225.00	49-00411-000
MCCALISTER, DEREIQ	11527 WATERWELL CT	RIVERDALE, CA 92505	CR101628	225.00	49-00411-000
DICARLO, VITO & BERNADINE	943 CHERRY ST	MONROE, MI 48161	CR101584	300.00	49-00315-000
YENSCH, ROBERT & GERALD	1149 HERRINGTON DR	MONROE, MI 48161	CR091544	300.00	69-00279-000
YENSCH, ROBERT & GERALD	1149 HERRINGTON DR	MONROE, MI 48161	CR101726	300.00	69-00279-000

8550.00

00 of 413-11



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Resolution spreading the expenses of demolitions on the 2011 Summer Tax Roll.

DISCUSSION: By Charter, those demolition expenses that are not paid are spread against those parcels on the 2011 Summer tax Roll.

This resolution authorizes the City Assessor to spread same.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

Recommending the attached resolution be adopted and the unpaid demolition invoice charges be placed upon the Summer 2011 Tax Roll.

REASON AGAINST:

INITIATED BY: City Treasurer' Office



Charles D. Evans, City Clerk/Treasurer

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City

Account Number

Amount

\$
\$
\$
\$
\$

Other Funds

\$
\$
\$
\$

Budget Approval: _____

FACT SHEET PREPARED BY: C. Evans

DATE: April 12, 2011

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: April 18, 2011

R E S O L U T I O N

1 **WHEREAS**, certain property owners have failed to pay for the cost of demolition or
2 removal of their property pursuant to Chapter 525, Article I, International Property Maintenance
3 Code, of the Code of the City of Monroe; and,

4 **WHEREAS**, a public hearing was held on April 18, 2011 for the purpose of reviewing,
5 and hearing objections to, the propriety of said special assessment upon the 2011 tax roll; and.

6 **WHEREAS**, the Mayor and Council have given due consideration to any objections in
7 determining the propriety of said roll.

8 **NOW THEREFORE BE IT RESOLVED**, that said roll, which is attached hereto, is
9 confirmed in all respects; and

10 **BE IT FURTHER RESOLVED**, that the City Clerk-Treasurer is hereby directed to
11 provide a certified copy of this Resolution and the attached roll to the City Assessor, who shall
12 add the amount of said costs to the next regular tax bill levied against the respective parcels; and

13 **BE IT FURTHER RESOLVED**, the City Manager shall have the authority to make
14 corrections to the attached roll as he deems necessary and shall report any such corrections to the
15 City Council.

16 Dated: April 18, 2011

2011 Delinquent Demolition

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
CAPBELL, JASON	523 WINCHESTER ST	MONROE	0000156354	49-01258-000	8,427.00
					8,427.00

115 06
4/13/11



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Resolution spreading the expenses of blight removal on the 2011 Summer Tax Roll.

DISCUSSION: By Charter, those blight removal expenses that are not paid are spread against those parcels on the 2011 Summer Tax roll.

This resolution authorizes the City Assessor to spread same.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

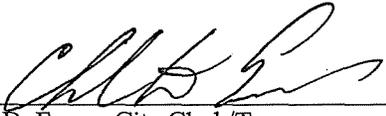
REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

Recommending the attached resolution be adopted and the unpaid blight removal invoice charges be placed upon the Summer 2011 Tax Roll.

REASON AGAINST:

INITIATED BY: City Treasurer' Office



Charles D. Evans, City Clerk/Treasurer

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: C. Evans

DATE: April 12, 2011

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: April 18, 2011

R E S O L U T I O N

1 **WHEREAS**, certain property owners have failed to pay for the costs incurred for the removal
2 of blight by the Department of Public Services; and.

3 **WHEREAS**, Chapter 210 of the Code of the City of Monroe, provides for special assessment
4 of the cost of blight removal, plus a ten percent (10%) penalty; and

5 **WHEREAS**, a public hearing was held on April 18, 2011 for the purpose of reviewing, and
6 hearing objections to, the propriety of said special assessment upon the 2011 tax roll; and.

7 **WHEREAS**, Mayor and Council have given due consideration to any objections in
8 determining the propriety of said roll.

9 **NOW THEREFORE BE IT RESOLVED**, that said roll, which is attached hereto, is
10 confirmed in all respects and constitutes a lien upon the respective parcels; and

11 **BE IT FURTHER RESOLVED**, that the City Clerk-Treasurer is hereby directed to provide
12 a certified copy of this Resolution and the attached roll to the City Assessor, who shall add the
13 amount of said costs to the next regular tax bill levied against the respective parcels; and

14 **BE IT FURTHER RESOLVED**, the City Manager shall have the authority to make
15 corrections to the attached roll as he deems necessary and shall report any such corrections to the
16 City Council.

17 Dated: April 18, 2011

2011 Delinquent Blight & Board-up

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
CAPBELL, JASON	523 WINCHESTER ST	MONROE	0000155440	49-01258-000	327.79
CAPBELL, JASON	523 WINCHESTER ST	MONROE	0000155660	49-01258-000	819.64
FANNIE MAE	1816 PETERS ST	MONROE	0000155674	49-00210-000	121.58
CARROLL, KITTY R	317 CASS ST	MONROE	0000155787	29-00219-000	153.22
BENNETT, STEIN & MCBEE, JE	307 RIVERVIEW AVE	MONROE	0000156210	59-01186-000	265.67
MOGHUL, FARRUKH & TASLEEM	1260 E THIRD ST V	MONROE	0000156214	49-01392-000	237.70
FEDERAL HOME LOAN MORTGAGE	322 W SIXTH ST	MONROE	0000157033	29-00060-065	1,290.08
STASO, MICHAEL ANDREW	138 TREMONT ST	MONROE	0000157037	69-00033-000	555.71
JOHNSON, ROBERT & HELEN	118 ALMYRA AVE	MONROE	0000157039	49-00047-000	1,353.10
HARPER, SUSAN	452 N MONROE ST	MONROE	0000157041	69-01326-000	293.82
VINING, MARK K	317 WINCHESTER ST	MONROE	0000157047	49-01194-000	145.64
HALL, WILLIE & DARLEEN	417 KENTUCKY AVE V	MONROE	0000157049	49-01221-000	697.66
SHAFFER, CLAUDE & C COUSIN	803 E ELM AVE	MONROE	0000157050	59-01416-000	721.33
YORK, DAVID RAYMOND	229 HARRISON ST	MONROE	0000157051	29-00318-000	311.36
FEDERAL HOME LOAN MORTGAGE	212 E SECOND ST	MONROE	0000157054	39-00262-000	161.80
FARRIS, ROBERT & SHERRY	314 EASTCHESTER ST	MONROE	0000157061	49-01188-000	232.26
MONROE BANK & TRUST	1123 E FIRST ST	MONROE	0000157062	49-01094-000	274.55
FALWELL, JEROME C	1610 BAYVIEW DR	MONROE	0000157063	49-00241-000	2,930.46
GOINS, HERBERT/JENNINGS, B	1008 E SECOND ST	MONROE	0000155784	49-01133-000	106.71
FOX, DENISE & LAJINESS, RO	403 SMITH ST	MONROE	0000156204	29-00386-000	117.46
VERES, ERNEST B III	1116 FRANKLIN ST	MONROE	0000156211	49-01088-000	454.30
JOHNSON, ROBERT & HELEN	118 ALMYRA AVE	MONROE	0000157038	49-00047-000	333.71
YORK, DAVID RAYMOND	229 HARRISON ST	MONROE	0000157052	29-00318-000	135.61

12,041.16

2086
4/13/11



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Resolution spreading the expenses of snow removal on the 2011 Summer Tax Roll.

DISCUSSION: By Charter, those snow removal expenses that are not paid are spread against those parcels on the 2011 Summer Tax Roll.

This resolution authorizes the City Assessor to spread same.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

Recommending the attached resolution be adopted and the unpaid snow removal invoice charges be placed upon the Summer 2011 Tax Roll.

REASON AGAINST:

INITIATED BY: City Treasurer' Office



Charles D. Evans, City Clerk/Treasurer

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: C. Evans

DATE: April 12, 2011

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: April 18, 2011

RESOLUTION

1 **WHEREAS**, certain property owners have failed to pay for the expenses incurred for the
2 removal of snow, ice, filth and dirt from sidewalks by the City Engineer; and,

3 **WHEREAS**, Section 625-36 of the Code of the City of Monroe and Section C-253 of the
4 Charter provides for special assessment of the cost of removing snow, ice, filth and dirt from
5 sidewalk, plus a ten percent (10%) penalty; and

6 **WHEREAS**, a public hearing was held on April 18, 2011 for the purpose of reviewing,
7 and hearing objections to, the propriety of said special assessment upon the 2011 tax roll; and.

8 **WHEREAS**, the Mayor and Council have given due consideration to any objections in
9 determining the propriety of said roll.

10 **NOW THEREFORE BE IT RESOLVED**, that said roll, which is attached hereto, is
11 confirmed in all respects; and

12 **BE IT FURTHER RESOLVED**, that the City Clerk-Treasurer is hereby directed to
13 provide a certified copy of this Resolution and the attached roll to the City Assessor, who shall
14 add the amount of said costs to the next regular tax bill levied against the respective parcels; and

15 **BE IT FURTHER RESOLVED**, the City Manager shall have the authority to make
16 corrections to the attached roll as he deems necessary and shall report any such corrections to the
17 City Council.

18 Dated: April 18, 2011

2011 Delinquent Snow Removal

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
VANWASSHENOVA, LAWRENCE	942 W ELM AVE	MONROE	0000155435	69-00162-000	139.03
OVERBY, VINCENT M & DEBORAH E	1839 S CUSTER RD	MONROE	0000155437	19-00932-000	90.96
DICARLO, VITO & BERNADINE	718 S MONROE ST	MONROE	0000155439	29-00048-000	370.52
TERNES SYGMA INVESTMENTS, LLC	600 TERNES DR	MONROE	0000155786	59-01909-029	367.20

967.71 *as of*
4/13/11



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Monroe Police Department/ Cost Recovery Corp.

DISCUSSION:

In 2009 the Monroe City Council adopted Ordinance #09-009 establishing and implementing a program to recover service fees pertaining to motor vehicle accidents. Council also entered into a Cost Recovery Services Agreement with Cost Recovery, Corp., an Ohio Corporation so that Cost Recovery Corporation would serve as the collecting agent for the service fees authorized by Ordinance #09-009.

The initial projections for annual receipts relating to the recovery of these costs were \$80,000.00. The projections were later reduced to \$50,000.00. Actual receipts for 2010 have been calculated and they are considerably less than projected. Furthermore, a significant amount of time is spent by the Police Department processing forms, providing information to Cost Recovery, Corp., and fielding complaints.

The details were discussed at the City Council work session held on April 4, 2011.

In addition, communications with Cost Recovery, Corp. have been less than ideal with at times ambiguous information being provided by the corporation to the police department relating to billing and recovery. There have been numerous citizen complaints and significant resistance by insurance companies to paying these fees.

It is therefore recommended that the Cost Recovery Services Agreement with Cost Recovery, Corp., be terminated as authorized in Paragraph 6 of the Agreement by giving Cost Recovery, Corp. 30 days written notice of termination.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY: Chief Thomas Moore

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Police Department/ Cost Recovery Corp.

FINANCES

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

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

Budget Approval: _____

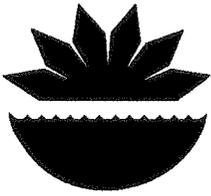
FACT SHEET PREPARED BY: Chief Thomas Moore

DATE: 4/11/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE:



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM TINA HARDY FOR A NEW SDM LICENSE TO BE LOCATED AT 1509 EAST FRONT STREET, MONORE, MI

DISCUSSION: The City received a request from Tina Hardy, 13377 W. Albain Road, Petersburg, MI, for a new SDM license to be located at 1509 E. Front Street, Monroe, MI, 48161, Monroe County.

The request was reviewed by the administrative staff and there were several items that are outstanding relating to compliance with building codes (building and property maintenance violations) that need to be addressed (see attached list from ECD Director/Building Official.) Also, the 2009 personal property taxes are past due.

Therefore, it is recommended, that City Council approve this request contingent upon all building code deficiencies being met as outlined by the administration, payment of personal property taxes, and that the City Manager be authorized to approve the request after a final inspection by the Building Department has occurred.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Building and Economic and Community Development

FINANCES

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office

DATE: 4/12/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 4/18/11



Michigan Department of Energy, Labor & Economic Growth
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
7150 Harris Drive, P.O. Box 30005
Lansing, Michigan 48909-7505

LOCAL GOVERNMENT 15-DAY NOTICE

[Authorized by R 436.1105 (2d) and (3)]

March 24, 2011

MONROE CITY COUNCIL
ATTN: CLERK
120 E FIRST STREET
MONROE, MI 48161-9986

Request ID #: 609422

The Michigan Liquor Control Commission has received an application from TINA HARDY REQUESTS NEW SDM LICENSE TO BE LOCATED AT 1509 E FRONT, MONROE, MI 48161, MONROE COUNTY

CONTACT: TINA MARIE HARDY 13377 W ALBAIN ROAD, PETERSBURG, MI 49270 B: 734-497-7067

Specially Designated Merchant (SDM) licenses permit the sale of beer and wine for consumption off the premises only. Specially Designated Distributor (SDD) licenses permit the sale of alcoholic liquor, other than beer and wine under 21 per cent alcohol by volume, for consumption off the premises only.

For your information, part of the investigation of the application is conducted by the local law enforcement agency and investigative forms will be released to them either in person or by mail.

Although local governing body approval is not required by the Michigan Liquor Control Code, Rules and Related Laws for off-premise licenses, the local governing body, or its designee, may notify the Commission at the above address within 15 days of receipt of this letter if the applicant location will not be in compliance with all appropriate state and local building, plumbing, zoning, fire, sanitation and health laws and ordinances, or if the applicant is considered ineligible due to other factors.

All conditions of non-compliance must be outlined in detail, indicating the applicable laws and ordinances. A copy of the law and/or ordinance may be submitted with the notification.

If you have any questions, please contact Unit 3 of the Retail Licensing Division at (517) 636-0204.

een

RECEIVED

MAR 31 2011

MAYOR'S OFFICE

LC-3104 (Rev. 09/05)
Authority: R436.1105(2d) and (3)
Completion: Mandatory
Penalty: No License

The Department of Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.

Memo

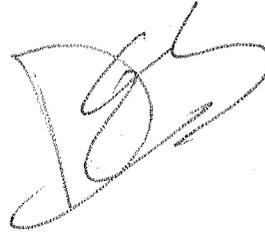
To: George Brown
City Manager

From: Dan Swallow
Dir. of Economic and Community Development

CC:

Date: 4/14/2011

Re: Local Review of SDM License Request for 1509 E. Front Street



On April 6, 2011, I conducted a site visit related to the SDM Liquor License request for 1509 E. Front Street. Based on this site visit, I observed several property maintenance violations and noted the site is non-conforming with the current City of Monroe Planning/Zoning Code. While legally non-conforming lots, structures or uses are allowed to continue until they are removed; the property maintenance violations on the site must be corrected. The Building Department must also conduct an inspection of the building for Building Code compliance (See report from Building Dept.). The following property maintenance violations existed at the time of the site visit:

- Abandoned and dilapidated boat docks stored on site.
- Overgrown vegetation and weeds in various locations.
- Peeling paint on the building.
- Driveway and parking spaces in disrepair (broken asphalt and potholes).
- The residential structure (house) located on the same lot also has property maintenance violations.
 - Siding and trim in poor condition or missing.
 - Decayed building materials on the exterior.
 - Debris in the yard.

Therefore, I recommend that City Council NOT approve the requested SDM Liquor License for 1509 E. Front Street until all Building Code and property maintenance violations are corrected.

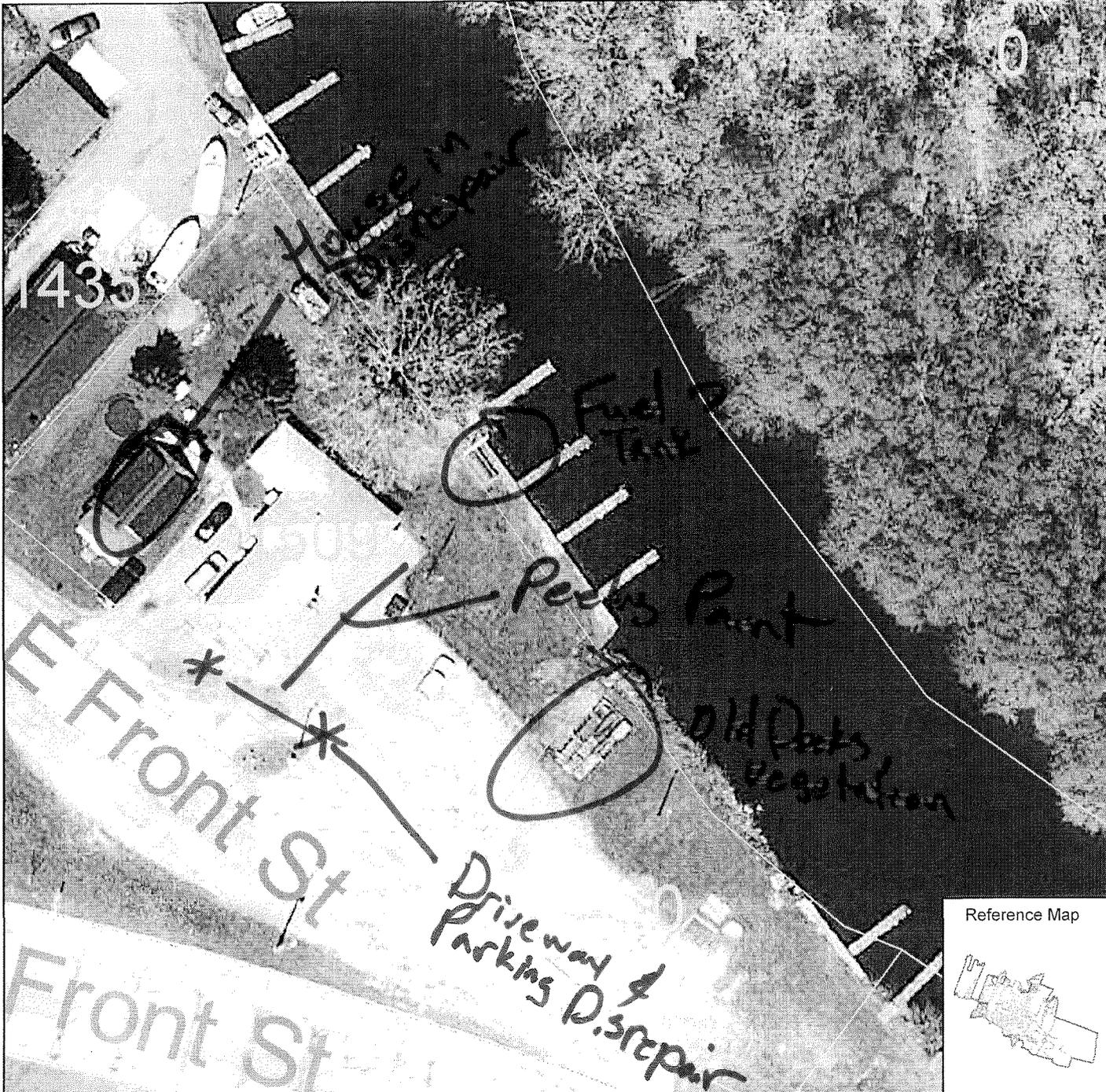
Building



Planning



Recreation

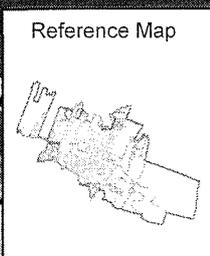


City of Monroe
1509 E. Front Street

MAP LEGEND:

- / EDGE OF PAVEMENT
 - CITY LIMITS
 - ▭ PARCELS
- 2005 COUNTY AERIAL (Image)

Property Maintenance Violations



Map Scale: 1 inch = 50 feet
Map Date: 4/06/2011
Data Date: December 22, 2010



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

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

**LIQUOR CONTROL
ZONING COMPLIANCE
INSPECTION REPORT**

LOCATION: 1509 East Front Street

INSPECTION BY: Building Inspector
Electrical Inspector
Mechanical and Plumbing Inspector

DATE INSPECTED: April 8, 2011

RESULTS:

SITE/BUILDING REQUIREMENTS:

- 1/ Building only has one (1) properly configured exit.
A rear door on the east side of the building is constructed with (2) deadbolts.
Recommendation is to install panic hardware on this door or remove the lighted exit sign.
- 2/ Fire Department approval shall be required.

PLUMBING REQUIREMENTS:

None

MECHANICAL REQUIREMENTS:

None

ELECTRICAL REQUIREMENTS:

- 1/ Remove and properly terminate flexible conduits on west side of building.
- 2/ Have electrical contractor install wiring for cash register.

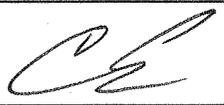
CITY OF MONROE INTERDEPARTMENT ACTIVITY FORM

ADMINISTRATIVE ACTIVITY: Request from Tina Hardy for a new SDM license to be located at 1509 E. Front St., Monroe, MI 48161

INITIATING DEPARTMENT: City Manager's Office

DATE: 4/5/11 **SUSPENSE:** A.S.A.P.

DEPARTMENT ROUTING:

DEPARTMENT	ACTIVITY REQUIRED	DATE RECEIVED	DATE TRANSMITTED	DEPARTMENT SIGNATURE
✓ C. Evans	Review and Comment	4-5-11	4-5-11	
J. Lehmann	Review and Comment			
P. Lewis	Review and Comment			
J. Mominee	Review and Comment			
T. Moore	Review and Comment			
T. Ready	Review and Comment			
E. Sell	Review and Comment			
D. Swallow Cc: J. Green	Review and Comment			
G. Brown	Review and Comment			

SUMMARY:

Recommend denial - unpaid 2009 Personal property taxes - See Attached



**CITY OF MONROE
DELINQUENT TAX NOTICE**

<p>CITY OF MONROE 120 E FIRST ST MONROE, MI 48161</p> <p align="center">GOOD CHOICE BOAT, BAIT AND</p> <p align="center">1509 E FRONT ST MONROE MI 48161</p>	<p align="center">DELINQUENT TAXES DUE</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:15%;"></th> <th style="width:15%;">TOTAL DUE</th> <th style="width:15%;">TOTAL DUE</th> <th style="width:15%;">TOTAL DUE</th> <th style="width:15%;">TOTAL DUE</th> </tr> <tr> <td></td> <td>IF PAID BY</td> <td>IF PAID BY</td> <td>IF PAID BY</td> <td>IF PAID BY</td> </tr> </thead> <tbody> <tr> <td>TAX YEAR</td> <td>TAX DUE</td> <td>04/05/11</td> <td></td> <td></td> </tr> <tr> <td>2009</td> <td>212.28</td> <td>231.78</td> <td></td> <td></td> </tr> <tr> <td colspan="5" style="border-top: 1px dotted black;"></td> </tr> <tr> <td>TOTAL</td> <td>212.28</td> <td>231.78</td> <td>0.00</td> <td>0.00</td> </tr> </tbody> </table>		TOTAL DUE	TOTAL DUE	TOTAL DUE	TOTAL DUE		IF PAID BY	IF PAID BY	IF PAID BY	IF PAID BY	TAX YEAR	TAX DUE	04/05/11			2009	212.28	231.78								TOTAL	212.28	231.78	0.00	0.00
	TOTAL DUE	TOTAL DUE	TOTAL DUE	TOTAL DUE																											
	IF PAID BY	IF PAID BY	IF PAID BY	IF PAID BY																											
TAX YEAR	TAX DUE	04/05/11																													
2009	212.28	231.78																													
TOTAL	212.28	231.78	0.00	0.00																											
<p align="center">PROPERTY INFORMATION</p> <p>Property Number: 48-01177-000 School Dist: MONROE Property Address: 1509 E FRONT ST MONROE MI 48161</p> <p align="center">LEGAL DESCRIPTION:</p> <p>PERSONAL PROPERTY LOCATED IN THE CITY OF MONROE</p>	<p>STATE TAX LAW ALLOWS THE CITY TREASURER TO COLLECT THE DELINQUENT TAX BY ANY OF THE FOLLOWING MEASURES:1. SEIZE THE PERSONAL PROPERTY IN AN AMOUNT SUFFICIENT TO PAY THE TAX, THE FEES, AND THE CHARGES. THE SEIZED PROPERTY WOULD THEN BE SOLD AT AUCTION.2. SUE THE PERSON, FIRM, OR CORPORATION TO WHOM THE TAX IS ASSESSED AND GARNISHEE ANY DEBTOR OR DEBTORS OF THAT PERSON, FIRM, OR CORPORATION.THESE ARE DRASTIC MEASURES. TO AVOID THIS LEGAL ACTION, PLEASE REMIT THE TOTAL DUE.CHARLES D. EVANS, CITY TREASURER</p>																														
<p>THIS TAX BILL IS FOR DELINQUENT PERSONAL PROPERTY TAXES IF YOU HAVE QUESTIONS CONCERNING THIS BILL CONTACT THE TREASURER AT (734) 384-9140.</p>																															

Please detach along perforation. Keep the top portion for your records.

Pay this tax to: PLEASE RETURN THIS PORTION WITH YOUR PAYMENT. THANK YOU.

CITY OF MONROE
120 E FIRST ST
MONROE, MI 48161

Delinquent Tax for Property Number:
48-01177-000

TAXPAYER NOTE: Are your name & mailing address correct? If not, please make corrections below. Thank You.

Due if paid by 04/05/11	231.78
Due if paid by	0.00
Due if paid by	0.00

Property Address:
1509 E FRONT ST
MONROE MI 48161

GOOD CHOICE BOAT, BAIT AND

1509 E FRONT ST
MONROE MI 48161

Make check payable to:
CITY OF MONROE

Amount Remitted: _____

