
RULE OF THE CHAMBER

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

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

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

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

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

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

**AGENDA - CITY COUNCIL REGULAR MEETING
MONDAY, MARCH 5, 2012
7:30 P.M.**

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. PRESENTATION.

Presentation by Louis Lombardo, Manager Monroe Multi-Sports Complex.

V. COUNCIL ACTION.

- 35 Communication from the Director of Economic & Community Development, submitting Proposed Ordinance No. 12-001, Amendments to Chapter 720 Zoning, Article XIII, Signage, Sections 720-168 through 720-185 of the Code of the City of Monroe.

Proposed Ordinance 12-001, up for its first reading and recommending that the public hearing be set for Monday, March 19, 2012.

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

- A. Approval of the Minutes of the Regular Meeting held on February 21, 2012, and the Minutes of the Work Session held on February 27, 2012.

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

- 36 Monroe County Fair Parade.

1. Communication from the City Manager's Office, reporting back on a request from the Monroe County Fair Association to hold the 2012 Fair Parade on July 29, 2012 at 1:00 p.m., to close the affected streets and for assistance from the City and the Police Department, and recommending that Council approve the request contingent upon items being met as outlined by the

administration, subject to insurance requirements being met, parade permit, emergency vehicle access being maintained and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.

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

37 Annual Holiday Parade.

1. Communication from the City Manager's Office, reporting back on a request from the Monroe County Chamber of Commerce for permission to hold the annual Holiday Parade on Saturday, November 10, 2012 at 4:00 p.m., and recommending that Council approve this request contingent upon items being met as outlined by the administration, subject to insurance requirements being met, a parade permit, emergency vehicle access being maintained, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.
2. Supporting documents.
3. Accept, place on file and the recommendation be carried.

38 Water Department Self Propelled Track Trencher / Boring Machine Bids.

1. Communication from the Director of Water & Wastewater Utilities, reporting back on bids received for the replacement of a Self Propelled Track Trencher / Boring Machine, and recommending that the purchase order be issued to Gregware Equipment out of Grand Rapids, MI in the amount of \$20,600 for the replacement of a Self Propelled Track Trencher / Boring Machine in accordance with the bid specifications.
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out

39 Munson Park Ballfield Concession Operating Agreement Extension.

1. Communication from the Finance Director, submitting an extension to the Munson Park Ballfield Concession Agreement with Cravings, Inc., and recommending that Council approve the Extension Agreement between the City of Monroe and Cravings, Inc. for a five (5) year period beginning January 1, 2012.
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out

40 Natural Gas Supplier for City Facilities.

1. Communication from the Finance Director, Director of Water & Wastewater Utilities, submitting an agreement with Lakeshore Energy and Michigan Gas Utilities to put all of the City's natural gas accounts under the gas transportation program, and recommending that Council approve entering into the Michigan Gas Utilities Transportation Services Agreement and the Lakeshore Energy General Terms and Conditions agreement with the changes to each that were previously explained.
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out.

41 Consultant Inspection Contract Extension – TTL Associates.

1. Communication from the Director of Engineering & Public Services, submitting a Consultant Inspection Contract Extension for water main projects, and recommending that Council award an

extension to the original professional services contract from March 2009 to TTL Associates for "as needed" services up to \$8,000, and that the City Engineer be authorized to execute any necessary agreements on behalf of the City of Monroe.

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

42 Parks Ball Field Maintenance and Custodial Services Contracts – Extension of 2011 Contracts into 2012 Season.

1. Communication from the Director of Engineering & Public Services, submitting an extension to the Parks Ball Field Maintenance and Custodial Services Contract, and recommending that both the 2012 Ball Field Maintenance (\$26,495) and the 2012 Parks Custodial Services contracts (\$43,250) be awarded to World Class Landscaping & Contracting, Inc., and that the authorization be given to exceed these contractual amounts if needs dictate, within the budgetary limitations of each line item, and further recommending that the Mayor and Clerk-Treasurer be authorized to execute the contracts on behalf of the City of Monroe.
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out.

43 Custer National Monument and Museum Proposal.

1. Communication from the Director of Economic & Community Development, submitting a proposed resolution of support for the Custer National Monument and Museum, and recommending that Council adopt the Resolution of Support extending a partnership offer and financial assistance to the National Park Service in the creation of the Custer National Monument and Museum.
2. Supporting documents.
3. Accept, place on file and the resolution be adopted.

VII. MAYOR'S COMMENTS.

VIII. CITY MANAGER COMMUNICATION.

IX. COUNCIL COMMENTS.

X. CITIZEN COMMENTS

XI. QUARTERLY CLOSED EXECUTIVE SESSION TO DISCUSS PENDING LITIGATION.

XII. ADJOURNMENT.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Ordinance No. 12-001, proposed amendments to Chapter 720, Zoning, Article XIII, Signage, Sections 720-168 through 720-185 of the Code of the City of Monroe.

DISCUSSION: Through administering the Signage article of the City of Monroe Zoning Ordinance, the Department of Economic and Community Development staff identified several desired amendments to the sign regulations. First and foremost, it became apparent the organization of the ordinance was not user friendly to the regulated community. Second, there were examples of unclear definitions or conflicting regulations that staff did not believe met the intent of the ordinance. There were also a few typographical errors in numbering and references that made it confusing to confirm compliance. Finally, the Department has received repeated requests for specific types or styles of signage that are not permitted under the current ordinance but if allowed, would not negatively impact community character.

The proposed amendments attached to this Fact Sheet include reorganization for easier navigation, along with revisions that clarify code language, provide consistency throughout the ordinance, and better align the Signage Ordinance with the business needs. Any changes of substance are indicated by strikethrough (deletions) and underling (new language). The proposed amendments include the following specific changes to sign regulations:

- 1) Height clarification for monument signs (specifically increasing the height from 5' to 7' so as to include the sign base);
- 2) Removal of billboards from Sign Zone B (i.e. Telegraph Road and N. Dixie Hwy);
- 3) Implementation of "Institutional Bulletin Boards" having text-only electronic changeable messages for institutional and quasi-institutional uses (i.e. Schools, Churches, YMCA and Government Facilities);
- 4) Modification of the "Exempt Sign" designation, which would move some "Exempt Signs" into the "Accessory Signs" category;
- 5) Clarification of gas station signs allowing stations to use signs with electronic pricing; and
- 6) Enforcement of "non-conforming sign removal" when a use has ceased. This includes strengthening the removal authority of the City, but increasing the time for the removal of "non-conforming signs" from 30 days to 90 days.

The proposed amendments are not exhaustive and it will be necessary to continue to identify regulations in the Signage ordinance that need further refinement and clarification. Staff felt it was important to adopt these agreed-upon changes rather than wait longer to discuss less evident or more controversial issues surrounding the Signage ordinance. The Citizens Planning Commission has recommended adoption of the proposed amendments, with the condition that on-going review and amendments are needed.

IT IS RECOMMENDED: City Council approve the first reading of Ordinance No. 12-001, amendments to Chapter 720, Article XIII, Signage, Sections 720-168 through 720-185 of the Code of the City of Monroe; and schedule a public hearing and second reading for adoption on March 19, 2012.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: March 19, 2012

REASON FOR DEADLINE: To schedule a public hearing and adopt the revised sign code so it can be implemented.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N.A.

INITIATED BY: Economic and Community Development Department

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Department of Economic and Community Development (Building, Planning and Zoning). Commercial and Industrial business owners, and other entities with signage.

FINANCES

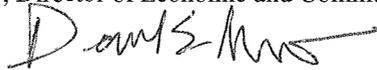
COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 0
	Cost of This Project Approval	\$ 0
	Related Annual Operating Cost	\$ 0
	Increased Revenue Expected/Year	\$ 0

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

Budget Approval: _____

FACT SHEET PREPARED BY: Daniel E. Swallow, Director of Economic and Community Develop. **DATE:** 02/28/2012

REVIEWED BY: George A. Brown, City Manager



DATE:

COUNCIL MEETING DATE: March 5, 2012

ORDINANCE 12-001

1 An Ordinance to amend several sections of Chapter 720, Zoning, Article XIII, Signage, of the
2 Code of the City of Monroe.

3 **THE CITY OF MONROE ORDAINS:**

4 **SECTION 1 AMENDMENTS TO § 720-169 THROUGH § 720-176**

5 § 720-169 through § 720-176 shall be amended to read as follows

6 **§ 720-169. Definitions.**

7 As used in this article, the following terms shall have the meanings indicated:

8 ~~**BULLETIN BOARD** - A sign related to a public school, parochial school, private school, clubs~~
9 ~~or organizations, Public Park or recreation facility, church or other religious institution which identifies~~
10 ~~activities or events to take place which involve the patrons of such specific use.~~

11 **CHANGEABLE COPY** - Moveable letters or other forms of sign copy, not including animated
12 copy, that can be altered by physical, mechanical or electrical means without replacing the sign copy
13 area.

14 **CHANGE OF COPY** - The replacement of the name of a tenant with another on a sign listing
15 tenants in professional offices or buildings, industrial parks or a commercial establishment. Change of
16 copy shall not include any modifications to the sign structure or frame. Nor shall it include alternations
17 of sign size.

18 **FACING or SURFACE** - The surface of a sign upon, against, or through which the message is
19 displayed or illustrated on the sign.

20 **FLAG** - A piece of cloth having a distinctive size, color and design, used as a symbol, standard
21 or emblem.

22 ~~**FLASHING SIGN** - See “Animated, Flashing or Moving Sign.”~~

23 **FRONTAGE** - The linear dimension measured along the public street right-of-way line.

24 ~~**IDENTIFICATION SIGN** – A sign which carries only the name of the firm, the major~~
25 ~~enterprise, the principal product or service offered for sale on the premises, or a combination of these~~
26 ~~things, only to identify location of said premises and not to advertise. Such signs shall be located only~~
27 ~~on the premises on which the firm or major enterprise is situated, or on which the principal product is~~
28 ~~offered for sale.~~

29 ~~**MOVING SIGN** – See “*Animated, Flashing or Moving Sign.*”~~

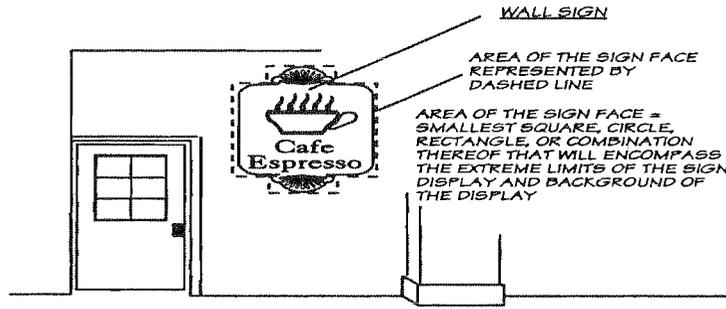
30 ~~**NAMEPLATE** – A wall sign identifying the occupant, business name and/or address of a~~
31 ~~building or parcel of land.~~

32 ~~**ON-PREMISE SIGN** – A sign which advertises or identifies only goods, services, facilities,~~
33 ~~events or attractions on the premises where located.~~

34 ~~**SIGN** - Any device, structure, fixture or placard using graphics, symbols, and/or written copy for~~
35 ~~the primary purpose of identifying, providing directions or advertising any establishment, product,~~
36 ~~goods or services.~~

37 ~~**SIGN AREA (MEASUREMENT OF)** - The entire area within a circle, triangle or~~
38 ~~parallelogram enclosing the extreme limits of writing representation, emblem or any figure of similar~~
39 ~~character together with any frame or other material or other color forming an integral part of the display~~
40 ~~or used to differentiate it from the background against which it is placed, excluding the necessary~~
41 ~~supports or uprights on which such sign is placed. Where a sign has two (2) or more faces, the area of all~~
42 ~~faces shall be included in determining the area of the sign except that where two (2) such faces are~~
43 ~~placed back to back and are at no point more than two (2) feet from one another, the area of the sign~~
44 ~~shall be taken at the area of one (1) face if the two (2) faces are of equal area, or at the area of the larger~~
45 ~~face if the two (2) faces are of unequal area. Where a sign consists solely of lettering painted or mounted~~
46 ~~on a wall, any blank area which is more than twenty-five (25) percent of the area of the sign as~~
47 ~~otherwise computed shall be disregarded.~~

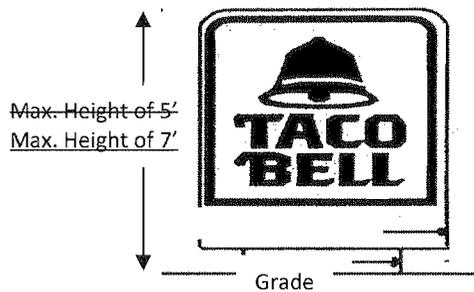
Sign Area



49 **SIGN HEIGHT (MEASUREMENT OF)** - The height of a sign shall be computed as the
 50 distance from normal grade to the top of the highest attached component of the sign. Normal grade shall
 51 be construed to be the lower of: a) existing grade prior to construction; or, b) mounding, or excavating
 52 solely for the purpose of locating the sign. In cases in which the normal grade cannot reasonably be
 53 determined, sign height shall be computed on the assumption that the elevation of the normal grade at
 54 the base of the sign is equal to the elevation of the nearest point of the crown of a public street or the
 55 grade of the land at the principal entrance to the principal structure on the zoning lot, whichever is
 56 lower.

57

Sign Height



58 ~~**WELCOME SIGN** - A sign displaying the name of the owner or a sign saying welcome.~~

59 ~~**VEHICLE BUSINESS SIGN** - A sign painted or attached to a vehicle which is posted or placed~~
 60 ~~upon an owner's premises primarily for purposes of advertising the premises. Commercially licensed~~
 61 ~~vehicles which are generally used daily off site are not included in this definition.~~

62 § 720-170. **Basis of Regulations; Sign Zones.**

63 A. For the purpose of regulating signs pursuant to this chapter, the City of Monroe has been divided
64 into five sign zones, as follows:

65 Zone A: I-75 Corridor and Dixie Highway/I-75 Interchange

66 Zone B: Telegraph Road, Dixie Highway and part of West Front Business District

67 Zone C: Monroe Street, Orchard East, Elm Avenue and Waterfront District

68 Zone D: Central Business District

69 Zone E: All Other Areas

70 B. The five sign zones were created taking into consideration street classification, speed limit, and land
71 use type and character, and also in recognition of the very different sign needs and compatibility
72 issues present in each of the zone areas. The five sign zones are identified on the City of Monroe
73 Sign Zone Map.

74 C. ~~The following signs shall be permitted in all zones.~~

75 ~~(1) — Ground Signs~~

76 ~~(a) — Monument~~

77 ~~(b) — Billboard~~

78 ~~(c) — Sandwich Board~~

79 ~~(2) — Wall Signs~~

80 ~~(a) — Wall~~

81 ~~(b) — Projecting~~

82 ~~(c) — Marquee, Awning or Canopy~~

83 ~~D. In addition to the above signs, Banner Signs shall be permitted in all Commercial, Industrial and~~
84 ~~Mixed-Use Zoning Districts as delineated in §720-22 Establishment of Zoning Districts, in the five~~
85 ~~sign zones.~~

86 E. Each of the signs indicated in Subsections C and D shall comply with the standards of § 720-175
 87 General Sign Regulations and § 720-175 Specific Sign Regulations.

88 § 720-171. Specific Sign Zone Standards.

89 Signs shall be permitted, in accordance with the standard sizes and setbacks indicated herein.

90 **Zone A: I-75 Corridor and Dixie Highway/I-75 Interchange**

91 **Freeway Frontage**

Sign Type	Number of Signs	Maximum Height	Maximum Area	Setback
Ground Monument	1 of the following: (See Note 6 about <u>Electronic Changeable Message signs</u>)	14 feet	140 square feet	10 feet from road right-of-way
Billboard	(Note 1)	25 feet	672 square feet	
Electronic Changeable Message Sign	(Note 6)	14 feet	70 square feet	10 feet from road right-of-way
Wall	1 (See Note 6 about <u>Electronic Changeable Message Signs</u>)	Top of first story wall or sill of windows on second level	10% of first story wall, with a maximum of 150 square feet (Note 2)	

92 **Street Frontage**

Sign Type	Number of Signs	Maximum Height	Maximum Area	Setback
Ground Monument	1 per street frontage with ingress and egress (Note 3)			
Monument	(Note 4, and 6)	5 7 feet	60 square feet	10 feet from road right-of-way
Electronic Changeable Message Sign	(Note 6)	5 feet	30 square feet	10 feet from road right-of-way
Wall	1 per street frontage with ingress and egress (Notes 5 and 6)	Top of first story wall or sill of windows on second level	10% of first story wall, with a maximum of 100 square feet (Note 2)	

93 **NOTES:**

- 94 1. A billboard shall only be permitted in the I-1 or I-2 District.
- 95 2. The size of the wall sign may be increased for buildings with a setback of 200 feet or greater, with
 96 an additional 15 square feet of sign area per 100 feet of setback.
- 97 3. Corner sites with less than 100 feet of frontage shall be limited to 1 freestanding sign.
- 98 4. A pole sign may be permitted by the Citizens Planning Commission only upon finding that a
 99 monument sign would block the vision of drivers or a wall sign could not be legally established on a
 100 side facing a street. In permitting a pole sign, the Citizens Planning Commission shall permit the
 101 minimum height necessary to achieve visibility, provided it does not exceed the height of the
 102 building to which it is accessory.
- 103 5. Buildings on corner sites with less than 50 linear feet of elevation facing the street shall be limited to
 104 1 wall sign.
- 105 6. An electronic changeable message sign is subject to regulations within ~~§720-175I~~ §720-172E and
 106 must not exceed 50% of the sign in which it is placed

107 **Zone B: Telegraph Road, Dixie Highway and Part of West Front Business District**

Sign Type	Number of Signs	Maximum Height	Maximum Area	Setback
Ground	1 of the following per street frontage with ingress and egress (Notes 1 and 2):			
Monument	(Note 3) (See Note 7 about <u>Electronic Changeable Message signs</u>)	5 <u>7</u> feet	60 square feet	10 feet
Billboard	(Note 4)	25 feet	300 square feet	
Electronic Changeable Message	(Note 8)	5 feet	30 square feet	10 feet

Wall	1 of the following per street frontage with ingress and egress (Notes 4, 5 and 6 and 7)			
Wall	(See Note 7 about <u>Electronic Changeable Message signs</u>)	Top of first story wall or sill of windows on second level	10% of first story wall, with a maximum of 100 square feet (Note 8 6)	
Projecting	(See Note 7 about <u>Electronic Changeable Message signs</u>)	The maximum height of the wall to which the sign is attached	12 square feet for buildings with a setback of 10 feet or less and increasing by 1 square foot by each additional 1 foot of setback, to a maximum of 25 square feet (Note 8 6)	
Marquee, awning or canopy	(See Note 7 about <u>Electronic Changeable Message signs</u>)	The maximum height of the wall to which the sign is attached	The maximum area shall not exceed that which is permitted for a wall sign	

108 **NOTES:**

- 109 1. Corner sites with less than 100 feet of frontage on either street shall be limited to 1 freestanding sign.
- 110 2. A shopping center or similar commercial establishment shall be permitted a second freestanding
- 111 sign on one major street frontage if a second two-way entrance is proposed and there is a minimum
- 112 of 300 feet between each entrance.
- 113 3. A pole sign may be permitted by the Citizens Planning Commission upon finding that a monument
- 114 sign would block the vision of drivers or a wall sign could not be legally established on a side facing
- 115 a street. In permitting a pole sign, the Citizens Planning Commission shall permit the minimum
- 116 height necessary to achieve visibility, provided it does not exceed the height of the building to which
- 117 it is accessory.
- 118 4. ~~A billboard sign shall only be permitted in the I-1 or I-2 district.~~

- 119 4. Buildings on corner sites with less than 50 linear feet of elevation facing the street shall be limited to
 120 1 wall sign.
- 121 5. In instances of a building with more than 1 tenant, 1 wall sign shall be permitted for each tenant
 122 having a separate direct means of public access from the outside.
- 123 6. The size of the wall sign may be increased for buildings with a setback of 200 feet or greater, with
 124 an additional 15 square feet of sign area per each 100 feet of setback.
- 125 7. An electronic changeable message sign is subject to regulations within ~~§720-175I~~ §720-172E and
 126 must not exceed 50% of the sign in which it is placed.

Zone C: Monroe Street, Orchard East, Elm Avenue and Waterfront District

Sign Type	Number of Signs	Maximum Height	Maximum Area	Setback
Ground	1 <u>of the following</u> per street frontage with ingress and egress (Notes 1, 2 <u>and 7</u>):			
Monument	(Note 3)	5 7 feet	60 feet	10 feet
Wall	1 of the following per street frontage with ingress and egress (Note 4, 5 <u>and 6 and 7</u>)			
Wall		Top of first story wall or sill of windows on second level	10% of first story wall, with a maximum of 100 square feet (Note 7 <u>6</u>)	
Projecting		The maximum height of the wall to which the sign is attached	12 square feet for buildings with a setback of 10 feet. or less and increasing by 1 square foot by each additional 1 foot of setback, to a maximum of 25 square feet (Note 7 <u>6</u>)	
Marquee, Awning or Canopy		The maximum height of the wall to which the sign is attached	The maximum area shall not exceed that which is permitted for a wall sign	

128 **Electronic Changeable Message Signs are not permitted in this Sign Zone**

129 **NOTES:**

- 130 1. Corner sites with less than 100 feet of frontage on either street shall be limited to 1 freestanding sign.
- 131 2. A shopping center or similar commercial establishment shall be permitted a second freestanding sign
132 on one major street frontage if a second two-way entrance is proposed and there is a minimum of
133 300 feet between each entrance.
- 134 3. A pole sign may be permitted by the Citizens Planning Commission upon finding that a monument
135 sign would block the vision of drivers or a wall sign could not be legally established on a side facing
136 a street. In permitting a pole sign, the Citizens Planning Commission shall permit the minimum
137 height necessary to achieve visibility, provided it does not exceed the height of the building to which
138 it is accessory.
- 139 4. Buildings on corner sites with less than 50 linear feet of elevation facing the street shall be limited
140 to 1 wall sign.
- 141 5. In instances of a building with more than 1 tenant, 1 wall sign shall be permitted for each tenant
142 having a separate direct means of public access from the outside.
- 143 6. The size of the wall sign may be increased for buildings with a setback of 200 feet or greater, with
144 an additional 15 square ft of sign area per each 100 feet of setback.
- 145 7. In the Waterfront District, the river shall be treated as street frontage to allow for signs oriented
146 toward the river.

147 **Zone D: Central Business District**

Type of Sign	Number of Signs	Maximum Height	Maximum Area
Ground	1 of the following per street frontage with ingress and egress (Notes 1 and 2):		
Monument		5 7 feet	60 square feet
Sandwich Board		3 feet (Note 3)	9 square feet

Post		5 feet (Note 4)	12 square feet
Wall	1 of the following per street frontage with ingress and egress (Note 5, 6 and 7)		
Wall		Top of first story wall or sill of windows on second level	10% of first story wall, with a maximum of 100 square feet (Note 8 7)
Projecting		The maximum height of the wall to which the sign is attached	12 sq. ft. for buildings with a setback of 10 ft. or less and increasing by 1 square feet by each additional 1 feet of setback, to a maximum of 25 square feet (Note 8 7)
Marquee, awning or canopy		The maximum height of the wall to which the sign is attached	The maximum area shall not exceed that which is permitted for a wall sign

148 **Electronic Changeable Message Signs are not permitted in this Sign Zone.**

149 **NOTES:**

- 150 1. Corner sites with less than 100 feet of frontage on either street shall be limited to 1 freestanding sign.
- 151 2. A shopping center or similar commercial establishment shall be permitted a second freestanding sign
- 152 on one major street frontage if a second two-way entrance is proposed and there is a minimum of
- 153 300 feet between entrances.
- 154 3. Only one sandwich sign per premises is permitted; the sign shall be out only during business hours;
- 155 they shall be placed directly in front of the business using them; and shall not be positioned in a way
- 156 which obstructs pedestrian circulation.
- 157 4. Support posts shall provide not less than 18 inches or more than 36 inches in height between the
- 158 ground level and the bottom edge of the sign panel.
- 159 5. Buildings on corner sites with less than 50 linear feet of elevation facing the street shall be limited to
- 160 1 wall sign.
- 161 6. In instances of a building with more than 1 tenant, 1 wall sign shall be permitted for each tenant

162 having a separate direct means of public access from the outside.

- 163 7. The size of the wall sign may be increased for buildings with a setback of 200 feet or greater, with
164 an additional 15 square feet of sign area per each 100 feet of setback.

165 **Zone E: All Other Areas**

Sign Type (Note 1)	Number of Signs	Maximum Height	Maximum Area
Ground Monument	1 of the following per street frontage with ingress and egress (Note 2):	5 <u>7</u> feet	60 square feet
Wall Wall Projecting Marquee, awning or canopy	1 of the following per street frontage with ingress and egress (Note 3, 4 and 5)	Top of first story wall or sill of windows on second level The maximum height of the wall to which the sign is attached The maximum height of the wall to which the sign is attached	10% of first story wall, with a maximum of 100 square feet (Note 6 <u>5</u>) 12 square feet for buildings with a setback of 10 feet or less and increasing by 1 square foot by each additional 1 foot of setback, to a maximum of 25 square foot (Note 6 <u>5</u>) The maximum area shall not exceed that which is permitted for a wall sign

166 **Electronic Changeable Message Signs are not permitted in this Sign Zone.**

167 **NOTES:**

- 168 1. Single-family residential homes shall not be included with these requirements, and shall be permitted
169 only the signs indicated within § 720-170174 Exempt Signs.
- 170 2. Corner sites with less than 100 feet of frontage on either street shall be limited to 1 freestanding sign.
- 171 3. Buildings on corner sites with less than 50 linear feet of elevation facing the street shall be limited to
172 1 wall sign.

- 173 4. In instances of a building with more than 1 tenant, 1 wall sign shall be permitted for each tenant
174 having a separate direct means of public access from the outside.
- 175 5. The size of the wall sign may be increased for buildings with a setback of 200 feet or greater, with
176 an additional 15 square feet of sign area per each 100 feet of setback.

177 **§ 720-172 Specific Sign Regulations.**

178 A. Accessory signs. A sign which requires a permit but is not counted toward the permitted number of
179 ground or wall signs for a business or property.

180 (1) Bed and Breakfast signs. One sign, not to exceed six square feet shall be permitted for a bed
181 and breakfast approved by the City. The sign shall either be mounted to the building or shall be
182 within two feet of the building if the sign is freestanding.

183 (2) Directional Signs. A monument sign located at the entry or exit of a business or commercial
184 establishment which indicates traffic flow. Each premises shall be permitted one directional
185 sign per driveway, or two directional signs if two one-way directional drives are used, plus
186 additional directional signs to improve circulation on-site, provided they are not placed within
187 the front yard. The sign shall not exceed four feet in height and shall not exceed four square
188 feet in surface display area. The sign may be illuminated by internal means only. The sign
189 may contain the following information only; the name of the business, its logo, directional
190 arrows and the words “entrance” or “exit” or similar terms.

191 (3) Directory Sign. A ground sign listing only the name(s) of tenants or occupants of a building,
192 group of buildings, and/or business district, their professions or business activities, and their
193 direction or location. For such a sign to be permissible as an accessory sign, the property must
194 qualify by having a need for such a sign by having multiple structures, uses or occupants
195 within the premises.

- 196 (4) Home Occupation. One sign, not to exceed four square feet shall be permitted for a home
197 occupation approved by the City. The sign shall be mounted to the building.
- 198 (5) Institutional Bulletin Boards. A structure containing a surface area upon which is displayed the
199 name of a religious institution, school, library, community center, museum, government
200 building, or similar institutions and the announcement of its services or activities. ~~School,~~
201 ~~museum, library or government bulletin boards that~~ Such structures are permanent signs with a
202 minimum setback from the street right-of-way of 15 feet, which do not exceed ~~36~~ 60 square
203 feet and which are a maximum of ~~four~~ seven feet in height. Institutional Bulletin Boards may
204 incorporate text only electronic changeable messages regardless of the sign district in which
205 they are located as long as such signs comply with the regulations found in 720-172E.
- 206 (6) Menu Board. A sign which is intended to service patrons using a drive-through facility. Up to
207 two ~~signs~~ menu boards are permitted, each no greater than 16 square feet and which display
208 menu items and contain a communication system for placing food orders at an approved drive
209 through restaurant, provided such sign(s) is not in the front yard.
- 210 (7) Owner/Tenant Signs. ~~Address or~~ Occupant name and other signs of up to two square feet in
211 area mounted on the wall of a commercial building.
- 212 (8) Site Entry Features with Signage. An architectural feature that defines, delineates and
213 differentiates the entrance to a residential subdivision, apartment community, condominium
214 development, mobile home park or office, business or industrial park, or similar development
215 from a major thoroughfare without being a visual intrusion or distraction to the general public
216 and the traveling motorist. Signage identifying the name of the development may be
217 incorporated into the architectural feature.
- 218 (9) Temporary Signs. A sign or other advertising device constructed of light, temporary materials
219 with or without a structural frame, intended to be used for a limited time for display,

220 demonstration, or announcement. Temporary signs shall be permitted without a permit, when
221 confined within private property, when not encroaching into the visibility triangle at street
222 intersections and according to the following standards:

223 (a) Community Special Event Signs. Institutional or non-profit signs approved by the City
224 Council Zoning Administrator for special events. Community Special Event Signs shall
225 not be erected more than two weeks before the event and shall be removed within two
226 days following the event.

227 (b) Construction Signs. A ground or wall sign listing the name of the project developers,
228 contractors, engineer and architects, on the site being developed, or located at the
229 entrance of a residential development under construction, listing the name of the
230 development and general information, such as the number and types of units to be built,
231 price range and similar data. Temporary Construction signs shall be permitted subject to
232 the following:

233 [1] Premises which are to be used for a single-family residential use shall be permitted
234 to have one ground sign not to exceed twelve (12) square feet.

235 [2] Premises which are to be used for other than single-family use shall be permitted to
236 have one ground sign not to exceed 50 square feet.

237 [3] Construction signs shall be set back a minimum of 10 feet from any lot line.

238 [4] Construction signs shall have a maximum height of six feet.

239 [5] Construction signs shall be removed upon substantial completion of the structure
240 being erected, or for a subdivision or multi-building development. In no case shall
241 construction signs remain in place after the issuance of an occupancy permit for the
242 structure being erected.

243 [6] For a subdivision, a construction sign of up to 50 square feet may be permitted at or

244 near the site entrance through the completion of the infrastructure elements.

245 [7] For a multi-phased or multi-building project, a construction sign of up to 50 square
246 feet may be permitted through substantial completion of each phase or building.
247 Such sign shall be placed in close proximity to the phase or building under
248 construction.

249 (c) Model Signs. Temporary signs directing the public to a model home or unit, which do
250 not exceed six square feet in area.

251 (d) Real Estate Signs. A temporary sign placed upon property for the purpose of advertising
252 to the public the sale, rent and/or lease of said property shall be permitted subject to the
253 following:

254 [1] Real estate signs shall not be permitted in the public right-of-way.

255 [2] Real estate signs shall be limited to one sign per premises.

256 [3] Real estate signs shall not exceed six square feet for residential developments.

257 [4] Real estate signs shall not exceed 32 square feet for all non-residential
258 developments, and shall not project higher than eight feet above grade.

259 [5] Real estate signs shall be removed on or before ten (10) calendar days after the sale,
260 lease or rental of the premises or structure, land parcel, subdivision or
261 condominium. The date of the closing of an offer to purchase, to lease or to rent by
262 the current owner, or the date of a placement of a sold, leased or rented sign on the
263 premises, whichever date is earlier, shall determine the beginning of the ten day
264 period.

265 [6] Open house signs shall be exempt and may be placed in the public street right-of-
266 way, provided such signs meet the following requirements:

267 [a] They shall be limited to one sign per intersection out to the first major street;

268 [b] They shall not exceed an area of four square feet;

269 [c] They shall be taken down the same day as the open house and may not be
270 used more than two days per week;

271 [d] They shall not exceed a height of three feet;

272 [e] They shall be a ground or post-type of sign only.

273 (e) Subdivision Plat Signs. In addition to a construction sign, any platted subdivision shall be
274 permitted one ground sign which displays the lots for sale and the lots sold. Such sign
275 shall not exceed 32 square feet in size, and shall be removed upon sale of 75% of the lots
276 in the subdivision.

277 (10) Window Signs. Signs within the window or within the interior of the building provided such
278 signs do not occupy more than twenty-five (25) percent of the window space. For window
279 signs larger than twenty-five (25) percent of the window space, see Specific § 720-172I.

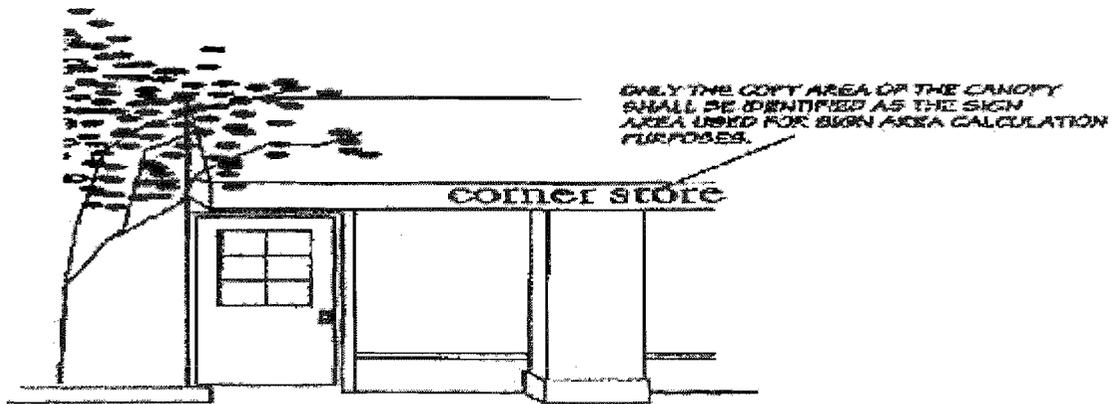
280 B. Awnings/Canopies/Marquees. An awning or canopy sign is any sign attached to or constructed
281 within or on an awning or on a canopy or other fabric, plastic or structural protective cover over a
282 door, entrance, window or outdoor service area. A protective roof over gasoline filling station areas
283 shall not be considered a canopy for purposes of this Section. A marquee is a permanent canopy,
284 usually made of metal and glass, brightly lighted and displaying the title of an attraction which
285 projects over an entrance to a building, such as a theater or hotel. Awning, canopy and marquee
286 signs shall be permitted subject to the following regulations:

287 (1) They may not project more than six feet into the public right-of-way, nor be erected closer than
288 three feet to any street curb line.

289 (2) Any text, logos or other graphic representation qualifying as a sign which is placed on an
290 awning or canopy shall be included within the calculation of total permissible wall sign area.

291 Street address numbers do not qualify as a sign.

- 292 (3) A minimum clearance of eight feet for awnings, and 10 feet for marquees, shall be maintained
293 from ground level.
- 294 (4) Awnings and canopies shall be permitted to be backlit only on those sides of the building
295 which contain a public entryway or those having a pedestrian sidewalk immediately adjacent to
296 the building.
- 297 (5) Letters on an awning, canopy or marquee sign shall not exceed 12 inches in height.
- 298 (6) The entire canopy shall be considered a wall sign when a translucent fabric canopy with
299 signage is internally illuminated.



- 300 C. Banners. A sign made of fabric, cloth, paper or other non-rigid material that is typically not
301 enclosed in a frame. Banners shall be permitted subject to the following regulations:
- 302 (1) A permit for a banner shall be required.
- 303 (2) Banners shall be permitted in all sign zones.
- 304 (3) Banners installed without a permit shall be fined at a rate determined by the City Council.
- 305 (4) Banners shall be temporary in nature only. The banners shall be for seasonal events, temporary
306 uses or other special circumstances. ~~The length of time for display shall be determined by the~~
307 ~~Building Department as part of the permit.~~
- 308 (5) A banner shall not create a hazardous situation when displayed.
- 309 (6) Banners shall be attached only to the exterior walls of the building itself.

310 (7) The size of the banner shall be appropriate for the area in which it is to be placed.

311 (8) Banners shall be limited to temporary events such as grand openings, sales or other special
312 event or activity and will not be approved for longer than four (4) weeks.

313 D. Billboards. A surface whereon advertising matter is set in view conspicuously and which
314 advertising does not apply to the premises or any use of the premises wherein it is displayed or
315 posted, and is regulated in accordance with regulations governed by the Highway Advertising Act,
316 P.A. 106 of 1972, as amended. Billboards are allowed as a Special Use subject to the conditions
317 imposed herein, including the review and approval of a site plan by the Citizens Planning
318 Commission, and the imposition of special conditions which, in the opinion of the Commission, are
319 necessary to ensure that the land use or activity is compatible with adjacent uses of land, the natural
320 environment and the capacities of public services and facilities affected by the land use. Billboards
321 are permitted as Special Uses within the I-1 or I-2 areas in Zone A ~~and Zone B~~ with the following
322 standards:

323 (1) Billboards shall be spaced a minimum of 1,250 feet between signs on the same side of the
324 right-of-way.

325 (2) Billboards shall be located no closer than 500 feet to any adjacent residential property line.

326 (3) Billboards shall only be permitted adjacent to rights-of-way of 300 feet in width or greater, and
327 shall be located a minimum distance of 200 feet from the right-of-way line, and a maximum
328 distance of 400 feet from the right-of-way line. Billboards shall be so arranged that the
329 message facing the thoroughfare shall be in such a fashion so as to be observed primarily from
330 the main thoroughfare.

331 (4) Billboards shall be set back from non right-of-way property lines including front, side or rear
332 property lines in an amount equal to the height of the billboard, but in no instance shall the
333 setback be less than 25 feet.

- 334 (5) Billboards shall be set back a minimum of 25 feet from any other structure on or off the same
335 premise upon which the billboard is located.
- 336 (6) Billboards shall not be permitted to be stacked either vertically or horizontally.
- 337 (7) Billboards shall be finished on both sides. Both sides shall be of equal size.
- 338 (8) V-shaped billboards or double sided billboards shall not be permitted.
- 339 (9) Billboards may be illuminated as approved by the City. In no case shall illumination create any
340 glare to passing motorists or any street right-of-way.
- 341 (10) Billboards having movable parts shall not be permitted.
- 342 (11) Billboards shall not use more than two poles as a means of support.
- 343 (12) Electronic Changeable Message Billboards are not permitted.

344 E. Electronic Changeable Message Signs. Electronic changeable message signs where permitted, shall
345 be subject to the following regulations:

- 346 (1) All electronic changeable message sign shall have a seventy-five-foot setback from a
347 residentially zoned or occupied structure.
- 348 (2) No direct light or significant glare from the sign shall be cast onto any adjacent lot that is
349 zoned or used for residential purposes.
- 350 ~~(3) The hours of operation of the electronic changeable message sign shall not exceed the hours of~~
351 ~~operation of the business or use utilizing the sign.~~
- 352 (3) The size of the electronic changeable message sign shall not exceed 50% of the total sign area
353 allowed for the district in which is located.
- 354 (4) Electronic changeable message signs are subject to approval and standards established in the
355 site plan review provisions of Article V.
- 356 (5) The message interval shall be one hour, the flashing background feature behind the changeable
357 copy shall not be activated, and not more than one background color shall be displayed.

358 (6) Electronic signs used by gas stations to display the price of gas in a numeric display are not to
359 be considered electronic changeable message signs. Electronic signs displaying gas prices can
360 be used in any sign district in which the gas station is located.

361 F. Ground signs. Any sign supported by uprights or braces placed in, or anchored to, the ground and/or
362 not attached to any building. ~~See “monument sign,” “pole sign,” “post sign” and “sandwich board~~
363 ~~sign.”~~

364 (1) Monument Signs. A ground sign mounted on a base directly to the ground. Monument signs
365 shall be subject to the following regulations:

366 (a) A monument sign shall have a metal, stone, brick or decorative masonry base that
367 complements the architectural materials of the building. The base is the lower part of a
368 monument sign, which may appear as a separate architectural feature, and serves as its
369 ground support. ~~The first 18 inches of the sign closest to the ground~~ base must be no less
370 than 18 inches tall and free of sign copy for purposes of snow storage. ~~This portion of~~
371 ~~the sign~~ The base shall count towards sign height but shall not be toward the calculation
372 of permissible sign area.

373 (b) Changeable message sign space may be permitted within any freestanding sign, but shall
374 not comprise more than 40% of the total sign area. Changeable message sign space may
375 be increased to a maximum of 50% of the total sign area if the background color matches
376 the background color of the permanent sign copy area.

377 (2) Pole Signs. A ground sign mounted on a freestanding pole(s) or other support(s) with a clear
378 space between the bottom of the sign face and the grade. Where permitted, pole signs shall be
379 subject to the following regulations:

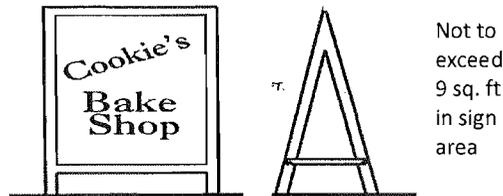
380 (a) Pole signs shall not use more than two poles as a means of support.

381 (b) Only one sign may be permitted on any pole.

382 (c) Pole signs shall provide a minimum clearance of eight feet between the adjacent ground
383 level to the bottom of the sign panel.

384 (d) Changeable message sign space may be permitted within any freestanding sign, but shall
385 not comprise more than 40% of the total sign area. Changeable message sign space may
386 be increased to a maximum of 50% of the total sign area if the background color matches
387 the background color of the permanent sign copy area.

388 (3) Sandwich Board Sign. A portable non-permanent sign placed within the pedestrian public
389 right-of-way of a public sidewalk during regular business hours; consisting of an “A” frame or
390 “T” frame or other temporary style, typically with not more than two flat surfaces containing
391 messages, and is not permanently affixed to any structure or to the sidewalk itself. These signs
392 are not to exceed nine (9) square feet. Sandwich Board Signs do not count as one of a
393 business’s permitted ground signs. Sandwich board signs are permitted only in the Central
394 Business District.



396 G. Landmark Signs. Landmark signs may be permitted to be preserved in their original state or as
397 restored. Permits for improvements or alterations to the signs shall be submitted where required in
398 this Section but shall take into consideration the landmark status of the sign.

399 H. Time-Temperature Signs. A sign which displays the current time or outdoor temperature or both,
400 and which displays no other material except for the name of a business, product or service.

I. Projecting Signs. Any sign which is attached to a building or other structure which extends more than eight inches beyond the face of the building or structure or eight inches beyond the surface of that portion of the building or structure to which it is attached, and is perpendicular or nearly perpendicular to the building surface and is permanently attached to the building or structure surface. A projecting sign shall not include or be a part of any canopy, awning or marquee sign. Projecting signs shall be subject to the following regulations:

- (1) Projecting signs shall not project more than four feet from the building and shall be separated away from the wall by a minimum of six inches.
- (2) Projecting signs shall project from the wall at an angle of 90°.
- (3) Projecting signs shall not extend vertically beyond the windowsill of a second story window.
- (4) Projecting signs shall maintain a minimum clearance from the ground of eight feet.
- (5) Projecting signs shall be mounted to the building by a single mounting bracket (support chains shall be prohibited).
- (6) No projecting sign may be erected within 20 feet of any other projecting sign. However, this provision shall not deny any place of business at least one projecting sign.



416 J. Wall Signs. All flat signs of solid face construction which are placed against a building or other
417 structure and attached to the exterior front, rear, or side wall of any building or other structure. Wall
418 signs shall comply with the following standards:

419 (1) Such signs shall not project more than 12 inches from the building surface. If such a sign
420 projects over a public walkway, it shall not be attached to the outer wall at a height of less than
421 eight feet, or at a height of less than 15 feet in height if the sign is projecting into any public
422 driveway, alley or other street right-of-way.

423 (2) Such signs shall not obscure the architectural features of the building, including, but not
424 limited to, windows, arches, sills, moldings, cornices, and transoms.

425 (3) Such signs shall not extend above the lowest point of the roof, nor beyond the ends of the wall
426 to which they are attached.

427 (4) For multiple-story buildings, signs shall only be permitted as follows:

428 (a) On the building sign frieze;

429 (b) On a store window;

430 (c) On an awning;

431 (d) On a first story panel; and

432 (e) In the area between the first floor and the window sill of a second story window. If there
433 are no second story windows, a wall sign may be placed within the first four feet of the
434 second story level.

435 K. Window signs. A sign installed inside a window space and intended to be viewed from the outside.

436 (1) A window sign which takes up more than twenty-five (25) percent of the window space will be
437 counted as one of the property's allotted wall signs.

438 (2) A window sign which takes up less than twenty-five (25) percent of the window space is an
439 accessory sign (see § 720-172J(9)).

440 § 720-173 Prohibited Signs.

441 List of Prohibited Signs

- 442 A Abandoned Signs
- 443 B Animated, Flashing or Moving Signs
- 444 C Electronic Changeable Message Signs
- 445 D Exterior Pennants, ~~and~~ Balloons and Inflatable Signs
- 446 E Exterior String Lights
- 447 F Illegal Signs
- 448 G Illegally Lit Signs
- 449 H Illegally Located Signs
- 450 I Imitating Signs
- 451 J Mural Signs
- 452 K Non-Governmental Flags
- 453 L Obstructing Signs
- 454 M Off-Premises Signs
- 455 N Portable Signs
- 456 O Roof Signs
- 457 P Street Furniture / Bench Signs
- 458 Q Unsafe Signs
- 459 R Vehicular Signs

460 As used in this section the following terms shall have the meanings indicated:

- 461 A. Abandoned Signs. Any sign which no longer advertises a bona fide business, lessor, service, owner,
462 product or activity, and/or for which no legal owner can be found.
- 463 B. Animated, Flashing or Moving Sign. Signs having any visible moving parts, visible revolving parts,

464 visible mechanical movement of any description, or other apparent intermittent electrical pulsations
465 of less than five minutes, or by action of normal wind current, except for time, temperature and stock
466 market signs as provided in this article.

467 C. Electronic Changeable Message Signs. Except as allowed under the standards of §§ 720-171 and
468 720-172E.

469 D. Exterior Pennants, ~~and~~ Balloons and Inflatable Signs. Pennants are long triangular, tapering flags,
470 often bearing an emblem and found in a series along a string. An inflatable sign is either expanded or
471 its full dimensions are supported by gases contained within the sign, or a sign part, at a pressure
472 greater than atmospheric pressure ~~All of such signs, including other types of inflatable signs and~~
473 ~~banners, when~~ and being used for commercial enterprises.

474 E. Exterior String Lights. Strings of lights used in connection with a commercial enterprise, except
475 holiday decorations.

476 F. Illegal Signs. A sign which does not meet the requirements of this ~~article~~ code and ~~which has not~~
477 ~~received legal nonconforming status~~. or is ~~Including any sign~~ unlawfully installed, erected, or
478 maintained, or any sign advertising activities that are illegal under federal, state or City laws or
479 regulations.

480 G. Illegally Lit Signs. All signs with excessive lighting, or any sign using high intensity, moving or
481 blinking lights, a rotating search light or similar device that emits beams of light.

482 H. Illegally Located Signs. Any of the following type of signage:

- 483 (1) Signs placed in, or projecting into, any public street right-of-way, with the exception of traffic
484 regulatory signage erected by any governmental body having jurisdiction over the right-of-
485 way, permitted open house signs or permitted projecting, awning, canopy or marquee signs in
486 the Central Business District (Zone ~~E~~ D). Non-governmental flags shall be included in this
487 prohibition.

488 (2) Signs Located in Clear Vision Areas.

489 (3) Logos on a public or private radio, television, cellular phone, or water towers, with the
490 exception of the name of the municipality.

491 (4) Signs that are attached to utility poles, trees, fences, rocks or in an unauthorized manner to
492 walls or other signs.

493 I. Imitating Signs. Signs that imitate or could be confused with the lighting of emergency vehicles or
494 with an official traffic sign or signal, or which contain the words "stop", "go slow", "caution",
495 "danger", "warning", or similar words.

496 J. Mural Signs. Signs painted directly on an exterior building wall.

497 K. Non-Governmental Flags. Any sign with an insignia representing a business or other non-
498 governmental organization.

499 L. Obstructing Signs. Any sign which obstructs free access to or egress from any building, including
500 those that obstruct any fire escape, required exit way, window or door opening, or that prevent free
501 access to the roof by firefighters.

502 M. Off-Premises Signs. A display sign ~~including billboards~~ that contains a message unrelated to or not
503 advertising a business transacted or goods sold or produced on the premises on which the sign is
504 located. This includes signs erected for the purpose of advertising an event, person or subject, except
505 as otherwise provided for in this chapter and in compliance with the State Highway Act.

506 N. Portable Signs. A sign usually of a temporary nature, not securely anchored to the ground or to the
507 building or structure adjacent to it, and which obtains some or all of its structural stability with
508 respect to wind or other normally applied forces by means of its geometry or character. A portable
509 sign is not defined to include a sidewalk sign. ~~All portable or nonstructural signs except as allowed~~
510 ~~under other sections of this article.~~

511 O. Roof Signs. A sign which is erected constructed and maintained onto and above the roof of a
512 building. Except under the standards of § 720-171.

513 P. Street Furniture / Bench Signs. With the exception of signage on table umbrellas used for outdoor
514 cafe-style dining.

515 Q. Unsafe Signs. Any sign or sign structure which is structurally unsafe, or constitutes a hazard to
516 safety or health by reason of inadequate maintenance, dilapidation or abandonment, or is not kept in
517 good repair, or is capable of causing electrical shock to persons likely to come in contact with it.

518 R. Vehicular Sign. Any sign displayed, painted or attached on an automobile, truck, or other motorized
519 vehicle which is posted or placed upon an owner's premises ~~when that vehicle is used~~ primarily for
520 the purpose of such advertising display. Commercially licensed vehicles which are generally used
521 daily off site are not included in this definition.

522 **§ 720-174 Exempt Signs.**

523 The following signs are specifically exempt from the sign permit requirements but are subject to § §
524 720-172 and 720-176, where applicable, and the following regulations and standards:

525 **List of Exempt Signs**

526 A Business Affiliation Signs

527 B Flags

528 C Gas Station Pump Island Signs

529 D Historical Marker

530 E Historical Signs Incorporated into the Construction of a Building

531 F Integral Signs

532 G Miscellaneous Signs

533 H Non-Commercial Signs

534 I Park and Playground Signs

- 535 J Parking Lot Signs
- 536 K Public Signs
- 537 L Regulatory and Street Signs
- 538 M Street Address Signs
- 539 N Temporary Signs
 - 540 (1) For Sale Signs Attached to Vehicles
 - 541 (2) Garage Sale Signs
 - 542 (3) Holiday or Special Events Decorations
 - 543 (4) Political Signs
- 544 O Warning Signs

545 As used in this section the following terms shall have the meanings indicated:

- 546 A. Business Affiliation Signs. Signs not exceeding an aggregate total of three square feet per business
 - 547 indicating acceptance of credit cards, open/closed or describing business affiliations and are
 - 548 attached to a permitted sign, exterior wall, building entrance or window.
- 549 B. Flags. Flags representing a governmental unit of which the premises are a part shall be allowed to
 - 550 have one freestanding flag per governmental unit (U.S., State, City and County). A maximum of
 - 551 four flags are allowed at any one location. Flags hanging from building fronts shall not exceed
 - 552 three feet in width and five feet in length and shall be no higher than 20 feet above grade and not
 - 553 less than eight feet above the adjacent walking surface. Further, they may not extend beyond the
 - 554 property line more than eight feet and shall be properly anchored to the building. Flags that are
 - 555 separate from the building shall meet the same area requirements, and shall not exceed the height
 - 556 of the building.
- 557 C. Gas Station Pump Island Signs. Located on the structural supports identifying "self-serve" and
 - 558 "full-serve" operations, provided that there is no business identification or advertising copy on

559 such signs, that there are no more than two such signs per pump island and that such signs do not
560 exceed four square feet in area.

561 D. Historical Marker. Plaques or signs describing state or national designation as an historic site or
562 structure and/or containing narrative, not exceeding 12 square feet in area and subject to height and
563 setback requirements for the zoning district in which the sign is placed.

564 E. Historical Signs Incorporated into the construction of a building. A sign that was installed during
565 construction of the building shall not be calculated in calculation of total permissible sign area.
566 Cornerstones or other original signage indicating date of construction and similar are appropriate
567 examples.

568 F. Integral Signs. Names of buildings, dates of erection, monumental citations, commemorative
569 tablets when carved into stone, concrete or similar material or made of bronze, aluminum or other
570 non-combustible material and made an integral part of the structure and not exceeding 25 square
571 feet in area.

572 G. Miscellaneous Signs. On vending machines, gas pumps, and ice containers indicating the contents
573 or announcing on-premise sales, provided that the sign on each device does not exceed three
574 square feet in area.

575 H. Non-Commercial Signs. Signs containing non-commercial messages, such as those designating
576 the location of public telephones, restrooms, restrictions on smoking and restrictions on building
577 entrances, provided that such signs do not exceed two square feet in area.

578 I. Park and Playground Signs.

579 J. Parking Lot Signs. Indicating restrictions on parking, when placed within a permitted parking lot,
580 are a maximum of six feet in height, and do not exceed nine square feet in area.

581 K. Public Signs. Signs of a non-commercial nature and in the interest of, erected by, or on the order
582 of, a public officer or Zoning Administrator in the performance of public duty, such as directional
583 signs, regulatory signs, warning signs, and informational signs.

584 L. Regulatory and Street Signs. Erected by a public agency in compliance with Michigan Manual of
585 Uniform Traffic Control Devices Manual.

586 M. Street Address Signs. Street numbers not exceeding two square feet in area on dwelling,
587 commercial building or mailbox only.

588 N. Temporary Signs. A sign or other advertising device constructed of light, temporary materials
589 with or without a structural frame, intended to be used for a limited time for display,
590 demonstration, or announcement. Temporary signs shall be permitted without a permit, when
591 confined within private property, when not encroaching into the visibility triangle at street
592 intersections and according to the following standards:

593 (1) For Sale Signs Attached to Vehicles. Signs informing viewers that the vehicle on which the
594 sign is posted is for sale.

595 (2) Garage Sale Signs.

596 (a) Provided that the signs comply with the following regulations:

597 [1] The sign shall not exceed eight square feet in area and in no way obstruct the
598 vision of vehicle traffic.

599 [2] The signs shall not be attached to any tree or utility pole in the road right of way.

600 [3] All signs shall be removed immediately upon closing of garage sale.

601 (b) Any signs found in road right-of-way or in violation of any of the above will be
602 removed without notice.

603 (3) Holiday or Special Events Decorations. When strung no more than 45 days before the
604 holiday and removed within 20 days following the holiday for which they were erected.

605 (4) Political Signs. Temporary political campaign signs ~~announcing candidates seeking public~~
606 ~~political office and other election issued pertinent thereto~~ relating to the election of a person
607 or persons to political office, or relating to a political party, or relating to matters to be voted
608 upon in a local, state or national election or referendum shall be permitted up to a total area
609 of eight square feet for each sign in a residential zone and 32 square feet in a commercial or
610 industrial zone. These signs may be displayed 60 days prior to and seven days after the
611 election for which intended. Timing for political signs expressing viewpoints but not related
612 to an election shall not be limited.

613 O. Warning Signs. “No trespassing” or warning of electrical currents or animals, provided that such
614 signs do not exceed six square feet.

615 **§ 720-175 General Sign Regulations.**

616 A. Construction Standards.

- 617 (1) All signs shall be designed and constructed in a safe and stable manner in accordance with the
618 State Construction Code.
- 619 (2) All signs shall be designed to comply with minimum wind pressure and other requirements set
620 forth in the State Construction Code.
- 621 (3) All signs shall be designed so that the supporting framework, other than the supporting poles
622 on a freestanding sign, is contained within or behind the face of the sign or within the building
623 to which it is attached so as to be screened from view. This is not intended to prohibit the
624 border or support for a sign from having a decorative element for aesthetic purposes.
- 625 (4) The materials, design and maintenance standards of this Ordinance shall be met by all signs
626 whether or not visible from public property.
- 627 (5) Signs shall be designed to be compatible with the character of building materials and
628 landscaping to promote an overall unified and aesthetic effect.

629 (6) Underground wiring shall be required for illuminated signs not attached to a building.

630 B. Illumination. An illuminated sign is any which has characters, letters, figures, designs, or outlines
631 illuminated by an electric light or luminous tubes as a part of the sign proper.

632 (1) Indirectly illuminated signs, those which are lit from a source outside the sign itself, are
633 permitted in all districts provided such signs and their light sources are so shielded as to
634 prevent direct light rays from the source of light from being visible from the public right-of-
635 way or any adjacent Residential District or use.

636 (2) Internally illuminated signs, those which are lit from a source either within or on the sign itself,
637 are permitted only in Commercial and Industrial Districts provided such lighting is effectively
638 shielded.

639 (3) In no case shall any sign exceed a level of illumination of 0.5 foot-candles when measured at
640 the property line.

641 C. Setbacks. All signs shall be setback a minimum of the following, except where otherwise noted in
642 this Article.

643 (1) Front Yard Setbacks. Ten feet from any public street right-of-way line, except in Sign Zone D
644 Central Business District, where the setback requirement shall be waived. This distance shall
645 be measured from the nearest edge of the sign, measured at a vertical line perpendicular to the
646 ground, to the right-of-way. The Zoning Board of Appeals may reduce this requirement by up
647 to four feet in cases where existing conditions make compliance with the ten-foot setback
648 difficult or where sight distance would be improved; and

649 (2) Side yard setbacks. Ten feet, provided that all non-residential signs shall be set back at least 25
650 feet from any Residential District. These setbacks shall be waived in Sign Zone D Central
651 Business District.

652 D. Other Location Requirements.

- 653 (1) Within a Public Right-of-Way. No sign shall be located within, project into or overhang a
654 public right-of-way, except as otherwise permitted herein.
- 655 (2) Clearance from Utilities. All signs, including any cables, guy wires or supports, shall have a
656 minimum clearance of four feet from any electric fixture, street light or other utility pole or
657 standard.
- 658 (3) Clear Vision Sight Triangle. In order to ensure adequate sight distance for motorists, bicyclists
659 and pedestrians, a minimum clear vision area shall be maintained in accordance with § 720-
660 143.

661 **§ 720-176 Permits and Fees.**

662 It is unlawful for any person to erect or structurally alter any sign without first having obtained a
663 permit from the Zoning Administrator and making payment of the fee hereinafter provided. All
664 illuminated signs are subject in addition to the provisions of the electrical code and any permit fees
665 required hereunder. Painting, repainting, cleaning, and other normal maintenance and repair of a sign or
666 a sign structure, unless a structural or size change is made, shall not require a sign permit.

667 A. Permit Application. Application for a permit to erect or replace a sign shall be made by the owner of
668 the property, or his authorized agent, to the Zoning Administrator, by submitting the required forms,
669 fees, exhibits, and information. The application for each sign permit shall state the name and
670 address of the person applying and shall include:

- 671 (1) Name, address and consent of the owner of the premises where the sign is to be erected.
- 672 (2) Name and address of the occupant of the premises where the sign is to be erected.
- 673 (3) Names of persons erecting the structures.
- 674 (4) Location of building, structure, or lot to which or upon which the sign is to be attached or
675 erected.
- 676 (5) Position of the sign in relation to nearby buildings or structures and to property lines.

- 677 (6) One (1) blueprint or ink drawing of the plans and specifications and method of construction or
678 attachment to the building or on the ground. Digital photography with dimensions may also be
679 accepted by the Zoning Administrator.
- 680 (7) If required by the Zoning Administrator, copy of stress sheets and calculations showing the
681 structure is designed for deadload and wind pressure in any direction in any amount required
682 by this and all laws and ordinances of the City.
- 683 (8) Any electrical permit required and issued for the sign.
- 684 (9) If required by the Zoning Administrator, an insurance policy statement attesting that adequate
685 liability insurance is provided.
- 686 (10) Such other information as the Zoning Administrator may be required in order to show full
687 compliance with this Article.
- 688 (11) List of all other signs on premises, including sign locations and sign areas.

689 B. Permit Fee. Every applicant, before being granted a permit, shall pay to the City Clerk/ Treasurer.
690 Fees for sign permits for all signs erected pursuant to this Article shall be established by resolution
691 of the City Council.

692 C. Issuance of Permit. If, upon examination of the submitted plans and other data, it appears that the
693 proposed sign is in compliance with all the requirements of this Article, then the Zoning
694 Administrator shall issue a permit. If the work authorized under the permit has not been completed
695 within six months after date of issuance, the permit will be null and void. Said permit may be
696 extended for a period of six months upon request by the applicant and approval of the Zoning
697 Administrator.

698 **SECTION 2 AMENDMENTS TO § 720-181 AND § 720-182**

699 §§ 720-181 and 720-182 shall be amended to read as follows

700 **§ 720-181 Cease of Use and Abandoned Signs.**

701 A. When a business or use ceases and a lot or property remains vacant for a period of ~~30~~ 90 days or
702 more, the owner of the property shall be required to:

- 703 1. Remove freestanding signs or install blank white panels in the sign frame; and
- 704 2. Continue to maintain the sign in good condition, free from structural damage or surface peeling
705 and properly maintained with an approved surface coating; and
- 706 3. Remove non-conforming signs.

707 B. In instances in which a sign has not been maintained or has been abandoned, the City may require
708 that an abandoned sign be taken down and removed by the owner or the person having the beneficial
709 use of the building, structure, or premises upon which the sign may be found, within ten (10) days
710 after written notice from the Enforcing Officer. In default of compliance with the Zoning
711 Administrator's order, the Zoning Administrator's may remove the sign and any expense incidental
712 thereto shall be paid by the owner of the building, structure, or premises to which the sign was
713 attached.

714 **§ 720-182 Non-Conforming Signs.**

715 A non-conforming sign is any sign that was lawfully erected and maintained prior to the
716 effective date of this Ordinance, and any amendments thereto, but fails to conform to all applicable
717 regulations and restrictions of this Article. Nothing in this Section shall be deemed to prevent keeping a
718 non-conforming sign in good repair, including sign maintenance, repainting, change of copy, and
719 replacement of broken or deteriorated parts of the sign itself. However:

720 A. Supporting structures for non-conforming signs shall not be replaced, nor shall any other structural
721 alterations be made, unless such replacement will make the sign and sign structure conforming in all
722 respects.

723 B. No non-conforming sign shall be reconstructed, relocated, or changed in size unless such action will
724 make the sign conforming in all respects.

725 C. A non-conforming sign or sign structure which is destroyed or damaged by any casualty may be
726 restored within six months after such destruction or damage only after the owner has shown that the
727 damage did not exceed 50% of its replacement cost.

728 D. A non-conforming sign or sign structure shall be removed within 30 days if the building containing
729 the use is demolished or destroyed to an extent exceeding 50% of the building's appraised value.

730 E. Non-conforming signs shall be removed and not be reestablished after the activity, business, or use
731 to which it relates has been discontinued for ~~30~~90 days or longer.

732 F. Non-conforming signs shall not be permitted to continue if a building on the same premises as the
733 non-conforming sign is expanded by 25% percent or more.

734 G. If the owner of a sign or the premises on which a sign is located changes the location of a building,
735 property line or sign or changes the use of a building so that any sign on the premises is rendered
736 non-conforming, such sign must be removed or made to conform to this chapter.

737 H. The City may acquire by purchase, condemnation or by other means any non-conforming sign which
738 it deems necessary to preserve the health, safety and welfare of the City's residents.

739 **SECTION 3. REPEALER.**

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

742 **SECTION 4. SAVINGS CLAUSE.**

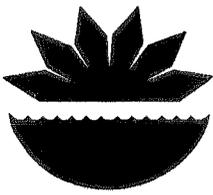
743 All proceedings pending and all rights and liabilities existing, acquired or incurred under Article
744 XIII, Signage, of the Code of the City of Monroe at the time this Ordinance takes effect are saved and
745 may be consummated according to the law in force when they are/were commenced.

746 **SECTION 5. SEVERABILITY.**

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

750 **SECTION 7. EFFECTIVE DATE.**

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



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM THE MONROE COUNTY FAIR ASSOCIATION FOR PERMISSION TO HOLD THE ANNUAL FAIR PARADE ON JULY 29, 2012

DISCUSSION: The City received a request from the Monroe County Fair Association for permission to hold the 2012 Fair Parade on July 29, 2012 at 1:00 p.m. Specifically the request is to close the affected streets (Monroe Street from Jones Avenue to Elm Avenue and Elm Avenue from Monroe Street to Roessler Street) and for assistance from the City and Police Department.

The request was reviewed by the administrative staff and there were no objections to the request subject to insurance requirements being met, a parade permit, and emergency vehicle access being maintained.

The Police Department will coordinate with DPS, the Monroe County Sheriff Department, Central Dispatch, City Engineer, Monroe Fire Department, as well as the event organizers to assure that all safety aspects are covered. Last year fourteen officers (including the supervisor) were assigned to the event. The cost to staff last year's parade was \$1,392.71 and this year's costs should be somewhat higher due to some of the officers increase in pay and depending on event duration (see attached for more detail).

The Department of Public Services will staff the event as in the past, set up advance detour route, and move barricades the day of the event. The cost to staff last year's parade was approximately \$2000-\$2,5000 and similar expenses are expected in 2012. **Due to expected construction on the Macomb Street Bridge, the detour will be modified to likely include Dunbar to Kentucky to Third to Winchester to Dixie to Noble back to Monroe Street.** After Council approval, advance notification will be sent to MDOT and a detour will be posted.

Therefore, it is recommended, that City Council approve this request contingent upon items being met as outlined by the administration, subject to insurance requirements being met, parade permit, emergency vehicle access being maintained, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.

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: City Manager's Office

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: D.P.S., Police, Attorney, Engineering, Fire, Finance, Planning, and Manager

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City

Account Number

Amount

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

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office

DATE: 2/27/12

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 3/5/12



Monroe County Fair Association

3775 S. Custer Rd. • Monroe, Michigan 48161
(734) 241-5775 • Fax: (734) 241-2663

www.monroecountyfair.com
info@monroecountyfair.com

February 8, 2012

Mayor Clark
City Council of Monroe
120 E. First St
Monroe, MI 48161

Dear Mayor Clark:

We are asking for permission to hold our annual Monroe County Fair Parade which will be held July 29, 2012 at 1pm sharp.

It will start at the corner of Jones Ave and Monroe St. The parade then heads north on Monroe St to Elm, and west to Roessler. A few floats and marchers will proceed across the railroad tracks to their busses.

Please send any regulations for the participants to our office as soon as possible. Please respond by April 6, 2012.

Thanks once again for your support.

Sincerely,

Warren Siebarth
Fair Manager

djs

RECEIVED

FEB 17 2012

MAYOR'S OFFICE

Memorandum

To: Thomas C. Moore III, Chief of Police
From: Lt. Gregory N. Morgel
CC: Patricia Weaver, Executive Secretary to the Mayor/Manager City of Monroe, file
Date: February 14, 2012
Re: **Staff Study - 2012 Monroe County Fair Parade**

The 65th annual Monroe County Fair Parade is scheduled for Sunday, July 29, 2012 at 1:00 pm. The parade route is the same as in previous years; with the units staging on Jones Avenue then proceeding north on South Monroe Street to west on West Elm Avenue and disbanding on West Elm Avenue near the YMCA. Last year's parade lasted one hour and thirty-eight minutes. I suspect this year's parade will be relatively close to the same duration.

Staffing the Fair Parade has always been a challenge, but even more so now due to the reduced staffing levels of the department, as well as the road officers being assigned to 12 hour shifts. Last year, fourteen officers (including the supervisor) were assigned to the event. Thirteen officers were utilized at various intersections and one was assigned to lead the parade. **The cost to staff last year's parade was \$1392.71.** This year's cost should be somewhat higher because of the raise that most of the officers have gotten from becoming "Public Safety Officers."

I will coordinate with: DPS, the Monroe County Sheriff's Office (MCSO), Central Dispatch, the City Engineer and the Monroe Fire Department, as well as with the event organizers to ensure that all safety aspects are covered. DPS will be in charge of barricade placement and removal as well as setting detours. The MCSO "Traffic Unit" normally provides traffic assistance at two intersections. The Traffic Engineer will be notified to assure that MDOT is aware of the temporary state trunk line (M-125) closure. Central Dispatch will provide a dedicated radio frequency for the event and the Monroe Fire Department will be notified of the street closures and emergency routes to utilize.

I recommend approval of the event as long as all proper permits are obtained. I will ensure that it is staffed by police personnel as directed.

As always, I am available for any questions, comments, or concerns you may have.

Parade Coordinator: Warren Siebarth 241-5775

CITY OF MONROE INTERDEPARTMENT ACTIVITY FORM

ADMINISTRATIVE ACTIVITY: Request from the Monroe County Fair Association for permission to hold the annual Fair Parade on July 29, 2012 at 1:00 p.m., and to close the affected streets (see attached)

INITIATING DEPARTMENT: City Manager's Office

DATE: 2/13/12 **SUSPENSE:** A.S.A.P.

DEPARTMENT ROUTING:

DEPARTMENT	ACTIVITY REQUIRED	DATE RECEIVED	DATE TRANSMITTED	DEPARTMENT SIGNATURE
M. Hoskins	Review and Comment			
B. LaRoy	Review and Comment			
✓ P. Lewis	Review and Comment	02/13/12	02/14/12	
J. Mominee	Review and Comment			
T. Moore	Review and Comment			
E. Sell	Review and Comment			
D. Swallow	Review and Comment			
G. Brown	Review / Approve			

SUMMARY: No objections to event, Public Services will plan to staff and maintain traffic control devices as in the past. Overtime will be required, and typically costs of approximately \$2,000-\$2,500 are associated with this event in a normal year, and similar costs would be expected this year as well. The City will again allow the usage of the DPS yard at 222 Jones Avenue if needed for staging of parade units.

A detour route will be posted by City staff, and due to expected construction on the Macomb Street Bridge, the detour will be modified to likely include Dunbar to Kentucky to Third to Winchester to Dixie to Noble back to Monroe Street.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM THE MONROE COUNTY CHAMBER OF COMMERCE TO HOLD THE ANNUAL HOLIDAY PARADE

DISCUSSION: The City received a request from the Monroe County Chamber of Commerce for permission to hold the annual Holiday Parade in conjunction with the DDA's Tree Lighting Ceremony on **Saturday, November 10, 2012** at 4:00 p.m. (**revised date**).

Specifically the request is to close the affected streets along the parade route (the corner of Jones Avenue/Monroe Street, Monroe Street between Jones Avenue and Elm Avenue and W. Front Street from Monroe Street to the Laurel-Finzel parking lot, where the parade will disband). **The parade will begin promptly at 4:00 p.m. and end by 5:15 p.m.**

The request was reviewed by the administrative staff and there were no objections to the request subject to insurance requirements being met, a parade permit, and that emergency vehicle access being maintained.

The Department of Public Services has no objection to the event or **rescheduled date**. Engineering has reserved the overhead banner location on Monroe Street for holiday decorations starting Nov. 1. Public Service crews will provide barricading, and will staff lighting ceremony as needed. Expected costs for event above advance decorating are likely in \$2,000 range, similar to past years. After City Council approval, advance notification will be sent to MDOT.

The Police Department will coordinate with DPS, the Monroe County Sheriff Department, and Engineering Department to assure that all safety aspects are covered. The estimated cost incurred by the Monroe Police Department for parade coverage should be approximately \$1,025.

Therefore, it is recommended, that City Council approve this request contingent upon items being met as outlined by the administration, subject to insurance requirements being met, a parade permit, emergency vehicle access being maintained, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.

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: City Manager's Office

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: D.P.S., Police, Engineering, Fire, Finance, Planning, and Manager

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City

Account Number

Amount

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

Other Funds

Budget Approval: _____

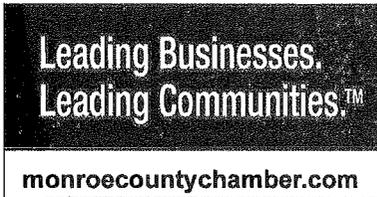
FACT SHEET PREPARED BY: City Manager's Office

DATE: 2/28/12

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 3/5/12



MONROE COUNTY
CHAMBER OF COMMERCE

February 14, 2012

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

Dear Honorable Mayor Clark and City Council Members:

The Monroe County Chamber of Commerce requests permission to hold our annual Holiday Parade in conjunction with the DDA's Tree Lighting Ceremony on Saturday, November 10, 2012, at 4:00 p.m.

The proposed parade route: Begins at the corner of Jones Avenue and Monroe Street, proceeds North on Monroe Street to Front Street, heads west on Front Street and will disband in the Laurel Finzel Parking Lot (turn off West Front Street before K of C Hall).

We are requesting that traffic be stopped at the appropriate time (to be determined by City Police) on Monroe Street between Jones Avenue and Elm Avenue for the purpose of organizing the parade in that area. The parade will begin promptly at 4:00 p.m. and end by 5:15 p.m.

After the Parade Santa will be going from the parade to the Monroe Bank & Trust Lobby at 10 Washington Street to visit with the children.

Thank you for your consideration in this matter. We appreciate your support and exceptional cooperation which allows us to host this annual community event. We request that trash containers on Washington, Front and First Streets be emptied before the parade if full.

If more information is needed please contact Michelle Dugan, Executive Director at The Chamber at (734) 384-3368.

Michelle Dugan
Executive Director

RECEIVED

FEB 15 2012

MAYOR'S OFFICE

Memorandum

To: Thomas C. Moore III, Chief of Police
From: Lt. Gregory N. Morgel
CC: Patricia Weaver, Executive Secretary to the Mayor/Manager City of Monroe, file
Date: February 17, 2012
Re: **Staff Study – 2012 Holiday Parade and Tree Lighting Ceremony**

The annual Holiday Parade is scheduled for Saturday, November 10, 2012 at 4:00 pm. This year's parade will again be held on a Saturday at 4:00 pm with the withheld the 20th annual "Christmas Tree Lighting Ceremony" (Holiday Season Kick-off event) to be held right after the parade. The Chamber of Commerce will sponsor the parade and the "DDA" will sponsor the Tree Lighting ceremony

The parade is an annual event and is normally well organized. Last year's parade consisted of 71 units and approximately the same amount of units are expected to participate this year. The parade normally is approximately one hour in duration. The parade route is the usual route. It will begin at Jones Avenue, then travel northbound on South Monroe Street, to westbound on West Front Street, and head to the Laurer-Finzel parking lot where the parade units will disband.

The Parade Event Coordinator, Michelle Dugan, advised that Santa Claus will be at the Monroe Bank Trust headquarters' lobby immediately after the parade. The "Christmas Tree Lighting Ceremony" will begin at 6:30 pm and run until 9:00 pm, with the tree lighting at 7:30 pm.

Last year's event cost \$847.33 to staff. Ten officers were involved in last year's parade. The optimum number of officers to staff this parade is twelve. This amount will vary somewhat due to different pay scales and not yet knowing which grade of officers will be assigned to it. The approximate cost incurred by Monroe Police Department for parade coverage should be approximately \$1,025.00.

The Christmas Tree is actually in front of the Courthouse at the southeast corner of Washington Street & East First Street, however various other activities are held in the nearby area of Loranger Square, the Dorsch Library and at various downtown businesses. Free horse drawn carriage rides are once again planned as they have been the past several years.

I recommend once again that East First Street is closed to vehicular traffic between South Monroe Street and South Macomb Street due to the high volume of pedestrian traffic, coupled with the reduced lighting in the area. A large amount of attendees gather in the street just prior to the lighting causing a hazardous situation when vehicles are allowed

through. This closure would also close Washington Street between East Second Street and West Front Street.

The Tree Lighting ceremony normally goes smoothly and is well organized. Last year's event was staffed with one officer on an overtime basis. The officer is utilized for public relations and to provide a sense of security for those attending, as well as traffic control. I would recommend staffing the event again with one officer. With the implemented road closures, one officer should be able to handle any traffic problems that arise and can always call on the "6p-6a shift" for any problems requiring additional assistance. The cost coverage for one officer on overtime would be approximately \$129.98. The cost could vary slightly depending on the pay grade of the assigned officer.

I will contact DPS to coordinate the placement of barricades for the street closures for both the parade and the tree lighting ceremony. I will coordinate with the Monroe County Sheriff's Office for traffic assistance, as well as the Engineering Department concerning the temporary closure of State Route "M-125."

As always, I am available for any questions, comments, or concerns you may have.

EVENT COORDINATORS: Michelle Dugan (Chamber of Commerce) 734-384-3368

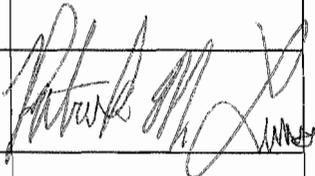
CITY OF MONROE INTERDEPARTMENT ACTIVITY FORM

ADMINISTRATIVE ACTIVITY: Request from the Monroe County Chamber of Commerce for permission to hold the annual Holiday Parade in conjunction with the DDA's Christmas Tree Lighting Ceremony on November 10, 2012 at 4:00 p.m., and to close the affected streets (see attached)

INITIATING DEPARTMENT: City Manager's Office

DATE: 2/17/12 **SUSPENSE:** A.S.A.P.

DEPARTMENT ROUTING:

DEPARTMENT	ACTIVITY REQUIRED	DATE RECEIVED	DATE TRANSMITTED	DEPARTMENT SIGNATURE
M. Hoskins	Review and Comment			
B. LaRoy	Review and Comment			
✓ P. Lewis	Review and Comment	02/17/12	02/21/12	
J. Mominee	Review and Comment			
T. Moore	Review and Comment			
E. Sell	Review and Comment			
D. Swallow	Review and Comment			
G. Brown	Review / Approve			

SUMMARY: No objections to event or rescheduled date. Engineering has reserved overhead banner location on Monroe Street for holiday decorations starting November 1. Expected costs for event preparation are not exactly known, since much of this cost is in actual decorating alone, which would be done in any case. Public Services crews will provide barricading, and will staff lighting ceremony as needed. Expected costs for event above advance decorating are likely in \$2,000 range, similar to past years. Due to the extensive decorating that occurs each year, some will appear in late October to ensure timely completion.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REPORT BACK ON BIDS RECEIVED FOR THE REPLACEMENT OF A SELF PROPELLED TRACK TRENCHER / BORING MACHINE – WATER DEPARTMENT

DISCUSSION: Four (4) bids were received on February 27, 2012 for the replacement of a Self Propelled Track Trencher / Boring Machine. The low bidder meeting all bid specifications is from Gregware Equipment out of Grand Rapids, MI for \$20,600.00. Attached is bid tabulation for reference. Note that the bids by all other bidders do not meet the project specifications (used models, warranties & model bid).

The replacement Self Propelled Track Trencher / Boring Machine are included in the approved Water Department FY 2010-2011 Capital Improvement Program where the overall bid is within the budgeted amount. The Self Propelled Track Trencher / Boring Machine will be used in the Water Department Distribution Division for use in maintaining the water distribution system and installing / renewing water services. The replacement trenching / boring unit will reduce time on jobs, space requirements and the use of two trailers. The intent is to use one unit to complete jobs versus two separate units (one boring unit and one trenching unit). It is anticipated to reduce the need to haul a trencher and excavator to a job site on separate trailers which will save operational costs.

IT IS RECOMMENDED that a purchase order be issued to Gregware Equipment out of Grand Rapids, MI in the amount of \$20,600.00 for the replacement of a Self Propelled Track Trencher / Boring Machine in accordance with the bid specifications.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: ASAP

REASON FOR DEADLINE: Replace equipment to maintain efficient water distribution division services.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:



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

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

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 25,000.00
	Cost of This Project Approval	\$ 20,600.00
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	Operating Equipment	591-40.538-977.000 12W05	\$ 20,600.00
	<u>Other Funds</u>		

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** February 28, 2012

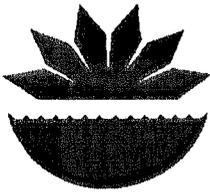
REVIEWED BY: _____ **DATE:** _____

COUNCIL MEETING DATE: March 5, 2012

BIDS RECEIVED LIST FOR A SELF PROPELLED TRACK
TRENCHER FOR THE WATER DEPARTMENT. BID REQUESTS
MAILED 02/07/12. BIDS DUE MONDAY, FEBRUARY, 27, 2012.

	<u>BID AMOUNT</u>	
Gregware Equipment	\$20,600 (New Price)	← RECOMMEND
Grand Rapids, MI	* \$19,178 (Used Price)	
Howard T. Moriarty Co. Inc.	* \$18,617	
Toledo, OH		
United Rentals	* \$18,995	
Perrysburg, OH		
Ditch Witch Sales of Michigan	* \$13,670.31	
Howell, MI		

* DOES NOT BID SPECIFICATIONS



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Munson Park Ballfield Concession Operating Agreement Extension

DISCUSSION: In 2010, due to a reduction in staffing at the Multi-Sports Complex, the operating manager of the MMSC determined that it would be necessary to discontinue their management and operation of the Munson Ballfield Concession Stand. Due to this change, the City requested proposals two times for the operation of the concession stand. The first request did not result in any responses. The request was slightly revised the second time and it was direct mailed to more local businesses. On the second round of proposal requests, one response was received from Cravings, Inc., which is located in downtown Monroe. It was the only response received.

In August 2010, the City Council approved an agreement with Cravings, Inc. and they began operating the concession stand for the fall softball programs that year. They continued to operate the concession stand for the full 2011 program year. The agreement, which is attached, called for a 10% of gross sales payment to the City. The agreement expired at the end of 2011. The Recreation Department felt that Cravings, Inc. performed very well under the agreement. This agenda item requests that an extension agreement be approved for a five (5) year period.

The extension agreement is self-explanatory on most items. Both Cravings, Inc. and the Recreation Department feel that the customer base for the concessions has become much smaller and it is more difficult to generate a profit at the concession stand that it might have been in the past. For that reason, the percentage of gross sales due to the City has been adjusted and it will eventually build back up to 10% over the life of the agreement. Some terms were added where Cravings, Inc. would be allowed to close the concession stand early. And finally, a credit to the gross sales distribution was given to Cravings, Inc. in recognition of the cost increase of the annual license to operate the facility when the operating license changed from the City to Cravings. The price went up from about \$70.00 to \$380.00. The stand only generated gross sales of just over \$4,000 in 2011.

Our primary concern currently in operating the concession stand is that the service is available from a competent provider. If the number of ballfield users can be increased, then an operating profit may be able to be made in the future.

It is recommended that the Mayor and City Council approve the Extension Agreement between the City of Monroe and Cravings, Inc. for a five (5) year period beginning January 1, 2012.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Edward Sell, Finance Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Recreation Department

FINANCES

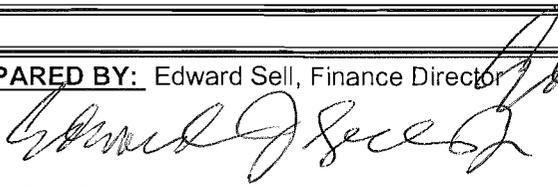
COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ N/A
	Cost of This Project Approval	\$ N/A
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:	<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: Edward Sell, Finance Director

DATE: 2/29/2012

REVIEWED BY: 

DATE: 2-29-12

COUNCIL MEETING DATE: March 5, 2012

FIVE YEAR EXTENSION AGREEMENT

Between THE CITY OF MONROE and

CRAVINGS, Inc..

EXTENSION AGREEMENT BETWEEN THE CITY OF MONROE AND CRAVINGS,
INC.

THIS Extension Agreement is an addendum to the full Agreement signed between The City of Monroe and Cravings, Inc. on August 26, 2010. The Extension Agreement is to extend the current Agreement five years from January 1, 2012 until December 31, 2016.

In addition to the extension of the term of the agreement, the City of Monroe and Cravings, Inc. agree as follows:

1. Cravings, Inc. may provide a freezer for frozen novelties such as flurries, ice cream bars and dipping dots. The City of Monroe will install any reasonable electrical upgrades that would be necessary.
2. Cravings, Inc. may purchase and operate a cotton candy machine.
3. The City of Monroe will allow a menu board on either side of the west window to display menu items and their prices.
4. The compensation due the City of Monroe as a result of this contract will be reduced from 10% of gross sales to the following schedule:
 - a. 2012 – 2% of gross sales
 - b. 2013 – 4% of gross sales
 - c. 2014 – 5% of gross sales
 - d. 2015 – 6% of gross sales
 - e. 2016 – 10% of gross sales
5. Cravings may deduct \$310.00 from the compensation due to the City of Monroe each year in recognition of the increased cost of the license required by the Monroe County Health Department.
6. Cravings, Inc. may deviate from the previous schedule and close the concession stand early following an announcement over the public address system that concessions will be closing in ten (10) minutes under the following circumstances:
 - a. Any night that has less than four (4) ball fields in use, and if there are no sales for thirty (30) minutes.
 - b. Any night weather has deterred spectators and team attendance and there are no sales for thirty (30) minutes.
 - c. Any night that there are no sales for thirty (30) minutes after the start of the last game.

SEVERABILITY

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

DURATION OF THIS AGREEMENT

It is recognized that this is an Amended Agreement. The term of this Agreement is to be for a period of five (5) years from and after January 1, 2012. The termination clause of the original agreement will remain in effect.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties executed this Agreement this _____ day of _____, 2012.

Witness: _____

Date: _____

City of Monroe

Cravings, Inc.

Mayor

Shaun McGowan

Clerk

Sheila McGowan

CITY OF MONROE, MICHIGAN
CONTRACT

ARTICLES OF AGREEMENT, made and entered into this 26 day of August 2010, by and between the City of Monroe, Monroe County, Michigan, a Michigan Municipal Corporation, Party of the First Part, and Cravings, Inc., party of the Second Part of the City of Monroe, County of MONROE, State of MICHIGAN.

- a. That all proposals, specifications, communications, etc., hereto attached or herein referred to, shall be and are hereby made a part of this Agreement and Contract.
- b. That the Party of the Second Part, shall furnish all labor and materials necessary, and do all the work as set forth in the proposal, and in accordance with the specifications which have been made a part of this Contract, in a manner, time and place, all and singular, as therein set forth.
- c. The term of this contract shall begin on August 26, 2010 and shall end on December 1, 2011. Either party may terminate this agreement by providing the other party sixty (60) days written notice. The agreement may be terminated for cause by the Party of the first part by giving ten (10) days written notice.
- d. Prices charged shall be subject to approval of the Monroe City Council or its designee.

For the faithful performances of all and singular of the stipulations, terms, and conditions of this agreement, said parties respectfully bind themselves, their successors, heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals, in duplicate, the day and year first above written.

WITNESS:
Part)

CITY OF MONROE (Party of the First

Patricia Weaver
PATRICIA WEAVER
Rosalind Boswell
ROSALIND BOSWELL

Robert E. Clark
Robert E. Clark, Mayor
Charles D. Evans
Charles D. Evans, Clerk-Treasurer

(Party of the Second Part)

Edmund McGowan
Edmund McGowan

Shaun McGowan
Shaun McGowan
Sheila McGowan
Sheila McGowan

REQUEST FOR PROPOSALS
FOR FOOD CONCESSION
OPERATIONS AT MUNSON PARK
RFP-DM-2010-01
VENDOR QUESTIONNAIRE

Date: 7/2/10

Firm Name: CRAVINGS

Address: 31 E. FRONT ST.

City/State/Zip Code: MONROE, MI 48161

Telephone Number: 734-612-7283 734-755-1020(cell)

Fax Number: N/A

E-mail Address: gooooo@ameritech.net

Firm Established: Years in Business: 2009 : 8 MONTHS

Type of Organization: (Circle One)

a. Individual

b. Partnership

c. Corporation

d. Joint Venture

e. Other (Specify) _____

How many years has your company been providing food concession services? Provide historical narrative of experience and qualifications. 8 MONTHS

OUR BRIEF EXPERIENCE HAS BEEN LIMITED TO THE PAST 8 MONTHS IN ESTABLISHING AN ICE CREAM & SWEET SHOPPE IN DOWNTOWN MONROE.

How many public sector (governmental) clients has your company served? Please provide listing. ZERO

How many clients does your company currently serve with the type of services described? ZERO
Explain the capacity of the services being provided.

Provide a list of clients served within the last three (3) years (at least 5). Include name, address, phone number, contact person and briefly describe scope of services performed. ZERO

How many employees does your company employ?

Full-time employees: 0 Part-time employees: 0 EXPECTED TO HIRE 2 PART TIME EMPLOYEES IF PROPOSAL ACCEPTED.

Submit profiles of staff to be assigned to this project and examples of similar work performed by each staff member. INDEPENDENT CONTRACTOR

- TWO SISTERS ICE CREAM CO-OWNER
- CSS HEAD START FOOD SERVICE

Describe methods of communication with your clients.

VERBAL, PHONE, EMAIL

Describe in detail your work plan or methodology to meet the needs of the City.

PROVIDE USERS & VISITORS OF 11 MUNSON PARK FRIENDLY & VALUE BASED CONCESSIONS, TO MAKE THEIR OVERALL EXPERIENCE AT THE CITY PARK AN ENJOYABLE ONE.

Have you been involved in any litigation during the past five years? If so, provide an explanation. NO

Please attach a copy of your standard contract.

AS WE HAVE JUST OPENED OUR BUSINESS 8 MONTHS AGO IN THE CITY OF MONROE, WE HAVE NOT HAD THE OPPORTUNITY TO PROVIDE OFF SITE CONCESSIONS. THEREFORE, IF THE CITY WOULD HAVE AN EXISTING CONTRACT THAT WOULD BE AMICABLE TO BOTH OUR BUSINESS & THE CITY WE WOULD BE AGREEABLE.

OUR EXPECTED COMPENSATION TO THE CITY WOULD BE 10% OF GROSS SALES.

THANK YOU,

SHAUN MCGOWAN

CRAVINGS

Sell, Edward

From: Shaun McGowan [gooooo@ameritech.net]
Sent: Monday, July 19, 2010 2:36 AM
To: Sell, Edward
Cc: 'Shaun McGowan'
Subject: Munson Ball Field Concessions Proposal

Hello Ed,

1. I've read over the RFP a couple of times. I don't see anything with my inexperienced eye that obviously stands out that we can't work out and satisfy. My only concern is the insurances that we can discuss at our meeting.
2. I reviewed the current menu and the variety of items look fine, but I feel some of the pricing is too high. Low volume may justify those prices, but I would like to lower them and hopefully increase volume. This may result in a lower gross sales for the first and second year, but we hope that lower prices or more value for your money will grow future sales. This is one of those areas that my inexperience may become experienced real fast if growth doesn't increase. Here is a draft proposed menu:

Hot Dog	\$2.00
Nachos	\$2.00
Jumbo Soft Pretzel	\$1.75 w/cheese \$2.00
Chips	\$1.00
Popcorn	\$1.00
Candy Bars	\$1.00
Small Candy	\$0.10-\$0.75
Ice Cream	\$1.00-\$2.50
Bottled/Can pop	\$1.00-\$1.50
Water	\$1.00-\$1.25
Gatorade	\$1.00-\$1.50
Ice Tea/Lemonade	\$1.00-\$2.00
Coffee/Hot Chocolate	\$1.00-\$1.50

I may also want to add Chocolates and Fudge to the menu from Cravings if there appears there would be a demand for it.

Also, if there are any customer requests for particular items, I would try to add them to the menu as we go and see if they sell.

3. Paula Stanifer would be the supervisor. She would be assisted by her son, niece, or my son or daughter when needed. If Paula would not be available for a shift, myself, my wife, my daughter, or Paula's son would supervise at the concession.
4. We are hoping that the bonded requirement would be waived as we discussed earlier.
5. Paula is working on an accounting plan that we are sure will meet the requirement.
6. Initially, we would like to have all the equipment available. If there is something we deem unnecessary, we can discuss after operations have been successfully running for a period of time to be removed. We may want to incorporate additional equipment if there appears to be an opportunity for increased sales.
7. Time of operation would coincide with the scheduled events at the field. The supervisor would arrive prior to the first event to open the operation and prepare any required menu items. One thought for additional sales is that during special events that may occur anywhere in the park, that the concession may put up some small signs at the entrance announcing that the concession is open. Generally, there would only be one person running the concession, however, this would be adjusted according to the demand.
8. Insurance – Can discuss when we meet. Not sure if my current insurance will satisfy.
9. Hold Harmless is required. This would only concern the food aspect, correct.

Hope we covered everything you were looking for. As soon as Paula lets me know the accounting we will forward that to you.

I look forward to meeting with you.

Thanks,
Shaun
734-755-1020 cell

From: Sell, Edward [mailto:edward.sell@monroemi.gov]
Sent: Monday, July 12, 2010 10:07 AM
To: gooooo@ameritech.net
Subject: Munson Bal Field Concessions Proposal

Hello Shaun, thank you for the proposal you submitted. There were some other items in the RFP that I need you to clarify before we can move forward. I've pasted them into this e-mail and asked for some information in addressing them.

1. There were many requirements in the RFP. Were there any items that you did not think you could satisfy?
2. Do you have a menu you would plan to offer with pricing?
3. Who would be supervising the operation?
4. The RFP required that all employees would be bonded. Can that requirement be met? It would be a dishonesty type bond.
5. Can you satisfy the accounting requirements?

Accounting Procedures

All commission payments due the City shall be paid monthly on or before the 15th day of the month, covering the receipts of the previous month, and shall be accompanied by a statement in duplicate showing detailed receipts. The Concessionaire's gross sales shall be evidenced by cash register readings and must reflect all sales made by the Concessionaire. The Concessionaire shall provide the cash register to be used. The Concessionaire shall furnish the Recreation Department a daily sales report showing gross receipts. The Concessionaire agrees to keep the books of accounts and records of all operations and to establish a system of bookkeeping and accounts in a manner satisfactory to the City and to permit inspection of said books and records by the City.

6. Of the equipment items listed in the RFP, which will you need to utilize?

Hot dog boiler
Microwave
Hot Plate
Coffee Maker
Chest freezer
Double door freezer
Pop corn machine
Hot Plate
Warmer
Ice freezer
Pretzel warmer

7. Can you give me a brief operating plan? Hours of operation? Number of Employees? Etc.
8. Can you meet the insurance requirements in the RFP?

Insurance Regulations

The contractor shall not commence work, nor will the City sign a Contract, until vendor has obtained and delivered to the City of Monroe the certificate of insurance required under this paragraph. All insurance carriers must be acceptable to the City and licensed and admitted to do business in the State of Michigan. A new certificate of insurance shall be provided to the City each year at the time of policy renewal. Failure of the Firm to maintain the required insurance shall be grounds for contract cancellation.

1. Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 2. Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of the contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$200,000 per occurrence, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations Liability with limits of liability not less than \$200,000; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
 3. Additional Insured. Commercial General Liability, as described above, shall include an endorsement stating that the City of Monroe is an additional insured for the duration of the contract.
 4. Cancellation Notice. Workers' Compensation Insurance and Commercial General Liability Insurance, as described above, shall include an endorsement stating the following "It is understood and agreed that Sixty (60) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City of Monroe, 120 East First Street, Monroe, Michigan 48161."
 5. If any of the above coverage's expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the City of Monroe at least ten (10) days prior to the expiration date.
9. Do you agree to the hold harmless provision?

Hold Harmless

To the fullest extent permitted by law, Vendor agrees to defend, pay in behalf of, indemnify and hold harmless the City of Monroe, its elected and appointed officials, employees and volunteers and others working in behalf of the City of Monroe against any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Monroe, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Monroe by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

After I have the answers to these 9 questions, I will likely schedule a meeting with you. Please contact me if you need any clarifications, and if possible, I'd like the answers to these questions by the end of business on Tuesday so I can review them on Wednesday.

Edward Sell, Finance Director
City of Monroe
120 East 1st Street
Monroe, MI 48161
Phone: 734-384-9133
Fax: 734-243-8683

Sell, Edward

From: Shaun McGowan [gooooo@ameritech.net]
Sent: Thursday, July 22, 2010 10:01 AM
To: Sell, Edward
Cc: 'Shaun McGowan'; pbstanifer@aol.com
Subject: RE: Munson Concessions

Hello Ed,

I will purchase a cash register that we can print the sales at the end of the day. These could be dropped off to the proper person at any time they are requested or included with the payment before the 15th. The totals for each day would be recorded on an excel spreadsheet with totals and amount due accumulated. The accumulated spreadsheet will be maintained and kept on Paula Stanifer's computer. When the month is completed a copy will be emailed to myself to also keep on file. The city at any time may request the spreadsheet or the sales receipts.

There is no issue with payment being sent prior to the 15th of the following month.

Please let me know if this will work. If there is something specific you need us to do, I am sure there would not be a problem to implement.

Please feel free to call me or set up a time to meet with us. Paula and I will both sit down with you.

Thanks
Shaun

From: Sell, Edward [mailto:edward.sell@monroemi.gov]
Sent: Thursday, July 22, 2010 8:53 AM
To: Shaun McGowan
Subject: RE: Munson Concessions

I was looking for some confirmation that the accounting procedure laid out in the rfp would be followed, or if it couldn't be, what would be the difference and why? I've copied it into this e-mail.

Accounting Procedures

All commission payments due the City shall be paid monthly on or before the 15th day of the month, covering the receipts of the previous month, and shall be accompanied by a statement in duplicate showing detailed receipts. The Concessionaire's gross sales shall be evidenced by cash register readings and must reflect all sales made by the Concessionaire. The Concessionaire shall provide the cash register to be used. The Concessionaire shall furnish the Recreation Department a daily sales report showing gross receipts. The Concessionaire agrees to keep the books of accounts and records of all operations and to establish a system of bookkeeping and accounts in a manner satisfactory to the City and to permit inspection of said books and records by the City.

From: Shaun McGowan [mailto:gooooo@ameritech.net]
Sent: Wednesday, July 21, 2010 1:56 PM
To: Sell, Edward
Subject: FW: Munson Concessions

Hi Ed,

Paula emailed me her plans on the accounting. Will this suffice or do you need more info from her?

Let me know.

Thanks

Shaun McGowan

From: pbstanifer@aol.com [mailto:pbstanifer@aol.com]
Sent: Tuesday, July 20, 2010 2:44 PM
To: gooooo@ameritech.net
Subject: Munson Concessions

Hi Shaun!

I will use an Excel spreadsheet for tracking inventory and sales.

It can easily be e-mailed at the end of each month to you and to the city along with payment.

Please let me know if you need anything else.

Paula

**REQUEST FOR PROPOSALS FOR FOOD CONCESSION
OPERATIONS AT THE MUNSON PARK BALL DIAMONDS**

RFP-DM-2010-01

The City of Monroe wishes to establish a contract with qualified firm(s) to provide food concession operations for the Munson Park Ball Diamonds. The concession stand that is located at the soccer fields at the park is not included in this request for proposal. Proposals will be received by the City of Monroe, at the Clerk's Office, 120 East First Street, Monroe, MI 48161-2169 until **3:00 p.m. local time, on Friday, July 2, 2010** at which time and place the names of proposers will be publicly read aloud.

The City of Monroe officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid documents from the MITN System are guaranteed access to receive addendum information, if such information is issued. The first step to do business with the City is to become a registered vendor by visiting the City website at www.monroemi.gov, click on Bids and link to MITN website. Final proposal results will be posted on the MITN website after award.

**THE CITY OF MONROE RESERVES THE RIGHT TO REJECT ANY AND ALL
PROPOSALS.**

Any deviation from the specifications must be noted on the proposal.
Please submit proposal on or before the date and time given above to:

Charles D. Evans
City Clerk/Treasurer
120 East First Street
Monroe, Michigan 48161-2169

All proposals (**3 copies**) must be submitted in a Sealed Envelope marked: **"RFP – FOOD
CONCESSION OPERATIONS MUNSON PARK"**.

With a view to obtaining the most acceptable services, these specifications cover the general requirements. Recommendations from proposers are encouraged and will be reviewed and evaluated based on the best interests of the City. This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the City is seeking a solution as described herein, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award. Competitive sealed proposals will be evaluated based upon criteria formulated around the most important features of the service, of which qualifications, experience, capacity and methodology, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposed evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the City.

Background

The City of Monroe wishes to establish a contract with qualified firm(s) to provide food concession operations for Munson Park. The City is interested in entering into a contract for one (1) year, and will consider options for additional years of service under the contract. Munson Park is located on the extreme west side of the city on North Custer Road. It is a 212.07-acre park adjacent to Monroe Custer Airport. Munson Park is the only true regional park available in the city. It includes both active and passive areas although the emphasis is on the active pursuits. Four lighted regulation adult softball diamonds with spectator seating, two youth sized ball diamonds, twelve soccer fields, a soccer concession/restroom building, four tennis courts, a large community built playscape, a storage shelter, a jogging/exercise trail, walking/biking trail through the woods at the north end of the property, approximately 80 acres of restored native prairie grass, a skate park for skateboarding and inline skating, a pond with a spray fountain, and two sand volleyball courts are found on the developed part of the park. The ball diamonds are serviced by a two-story concession building with a food concession and restrooms on the lower level and a scorekeeping loft on the upper level. Drinking fountains are available at the picnic shelter area, and at the ball diamond concession and soccer concession areas.

The City of Monroe's overall linear park system, located primarily along the banks of the River Raisin, encompass nearly 400 acres. Additional information regarding City of Monroe Parks can be found at www.monroemi.gov.

Specifications/Scope of Work

THIS CONTRACT SPECIFICALLY PROHIBITS ANY SALE OF ALCOHOLIC BEVERAGES WITHIN THE PARKS.

The City of Monroe wishes to establish a contract with a qualified Concessionaire to operate the Munson Park food concessions located at the ball diamonds. This proposal covers the operation of food and beverage concessions (excluding coin-operated beverage machines) at Munson Park in accordance with the following specifications and general conditions. The contract for Munson Park Concessions would begin in July 2010 and continue through mid-October 2010. Options for multi-year contracts will be considered.

At this time there is one concession area at Munson Park that is located at the ball diamonds. Currently, the City operates the full-service concession area providing hot food, snacks, beverages and ice cream. Munson Park concessions shall be open whenever there are City of Monroe

organized youth or adult games scheduled in the summer and fall. The schedule of games will be available approximately three weeks prior to the start of the season.

Summer Schedule - Adult softball leagues and youth ball leagues occur in the summer. The adult summer leagues run for approximately 3.5 months from May to August for 3-4 evenings per week. Some youth games take place in June and July. During that time period, games are normally held four nights a week and last approximately four hours.

Fall Schedule – Adult softball leagues have traditionally occurred two nights a week during the month of September and into early October. Games can last for up to four hours per night.

Gross Sales

This information is to be used only as a guide in the bid process and should not be considered a guarantee as to the sales that will be expected from this contract. Gross sales for the past two (2) seasons at the Munson Park Ball Diamond Concessions are as follows:

2008 - \$6,793.00

2009 - \$7,203.00

Menu

Foods and beverages offered for sale shall be sold at reasonable prices. The Concessionaire shall charge fair, reasonable and nondiscriminatory prices for each unit of sale or service. It is agreed that all articles sold or used under this Agreement will be pure and of good quality.

The successful vendor shall keep at all times on public display, the prices, rates and charges which may be made for the sale of goods and services to the public. Concession signage shall be attractive and professional.

The items offered for sale at the concession stand during the 2009 season included the following:

Hot dogs	\$2.00
Nachos	\$2.50
Pretzels	\$2.25
Chips	\$1.00
Popcorn	\$1.50
Candy bars	\$1.25
Ice Cream	\$1.50-\$2.50
Small Candy	\$.05-.25
Fountain pop	\$1.50-1.75
Gatorade	\$2.00
Water	\$1.75
Ice Tea (bottled)	\$2.00
Coffee	\$1.00-1.25
Hot Chocolate	\$1.75

Quality

The Concessionaire shall operate, serve and dispense quality foods and beverages with adequate portions. Such operations shall be in an environment of complete cooperation with City personnel.

The Concessionaire shall, at all times, comply with the Federal Pure Food and Drug Laws and other applicable laws and regulations of the United States, the State of Michigan, the local County, and the municipalities wherein the facilities are located, and all applicable health rules and regulations. All foods must be fresh and of best quality at all times.

Supervisor

The concessionaire shall at all times provide an active, qualified and competent supervisor of the facility who shall be authorized to represent and act for the Concessionaire in matters pertaining to the day to day operation of the facility. The Concessionaire further agrees to have at all times sufficient attendants on duty to render adequate service to the public.

Employees

All employees of the Concessionaire shall be clean, courteous, efficient and neat in appearance. The Concessionaire shall not employ any person or persons in or about any facility who are known to use improper language or act in a loud or boisterous or otherwise improper manner. The Concessionaire shall employ such help and personnel as it may deem reasonable and necessary for its operation hereunder and all such help and personnel shall be admitted to the park(s) free of charge. The Concessionaire shall comply with all applicable State and Federal Employment laws and regulations.

Qualifications of Contractor's Employees

The contractor shall supply fully trained, competent concession staff. Any inability by the contractor to maintain a regular and consistent work force may result in default of contract. ~~All employees shall be bonded under the contractor's company name.~~

Work Requirements – The contractor is not allowed to employ illegal aliens to perform concession services or any services in City facilities.

Language Skills – All employees and representatives of the contractor's company must be fluent enough in the English language to read and understand ingredient labels and signs as well as converse understandably with City management, other personnel and the general public. The contractor's supervisor must be fluent in the English language. The contractor shall not employ or allow to work in or around the building any person under the legal working age.

Discrimination Prohibited

The contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract. The Agency shall comply with all applicable regulations promulgated pursuant to the Civil Rights Act of 1964 as amended.

Prohibition of Political and Religious Activity

There shall be no religious worship, instruction or proselytization as part of, or in connection with, the performance of this agreement. None of the funds, materials, property or services under this agreement shall be used in the performance of this agreement for any partisan political activity,

including lobbying, as specified in Federal Circular A-122 Cost Principles for Nonprofit Organizations -- lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.

These general requirements shall be incorporated in the entire agreement between the City of Monroe and the Contractor. The contract shall be binding upon the parties hereto and their respective successors and assigns.

Facilities

The City will provide for the use of the successful proposer such refreshment stands, buildings, rooms and locations as are now existing and being used for the purpose of providing the services herein specified.

Garbage Disposal

The vendor is responsible to ensure that all garbage generated from the operation is placed into designated trash or recycling containers. Disposal costs shall be the responsibility of the City of Monroe. The vendor is accountable and responsible for cleaning and trash removal of immediate area adjacent to concession location(s).

Utilities

The City shall provide for lights, power, gas, and water used and consumed in connection with the operation of the food service operation of this agreement.

Telephone

The Concessionaire shall be financially responsible for providing phone service at facilities if desirable by the Concessionaire.

Accounting Procedures

All commission payments due the City shall be paid monthly on or before the 15th day of the month, covering the receipts of the previous month, and shall be accompanied by a statement in duplicate showing detailed receipts. The Concessionaire's gross sales shall be evidenced by cash register readings and must reflect all sales made by the Concessionaire. The Concessionaire shall provide the cash register to be used. The Concessionaire shall furnish the Recreation Department a daily sales report showing gross receipts. The Concessionaire agrees to keep the books of accounts and records of all operations and to establish a system of bookkeeping and accounts in a manner satisfactory to the City and to permit inspection of said books and records by the City.

Condition and Surrender of Property

The concession stand, buildings, rooms, locations, and equipment, or all parts thereof, which are the property of the City shall remain the property of the City upon termination of the contract by expiration or otherwise. The successful bidder shall surrender possession of all said premises and all parts thereof in as good condition as said premises were when first occupied by the successful proposer, under the terms of the contract, except for ordinary wear and tear, damages caused by casualty, or acts beyond the control of the successful proposer. If damages or destruction by fire, act of God or otherwise occur that cannot be repaired or replaced within sixty (60) days, the City, at its option, may terminate the contract and each party shall be released from further obligations.

Repairs and Maintenance

The City shall provide for the repair and maintenance, other than routine daily cleaning/maintenance procedures, of all City owned fixed and non fixed food service equipment during the operating season. The Concessionaire shall not make any alterations in the concession premises without the written approval of the City. Repair costs resulting in abuse or neglect of daily routine cleaning and maintenance of the equipment shall be paid by the Concessionaire.

The vendor shall repair any damages resulting from negligence on his/her part or on the part of any of his employees or agents, to City property or equipment. Failure to make said repairs after receiving written notice from the City will result in City repair, the reimbursement of which shall be paid by the vendor within fifteen (15) days after notice. Failure to make such payment shall place the vendor in default of their contract and subject to termination of the contract, at the discretion of the City.

Equipment

Equipment furnished by the City under the contract will be maintained by the Concessionaire. Equipment that breaks during the contract where the break is not due to the actions of the Concessionaire will be replaced at the City's expense and will become property of the City of Monroe. The Concessionaire may bring in their own equipment at the Concessionaire's expense if required for food offerings and equipment will remain property of vendor. Miscellaneous cooking utensils shall be provided by the concessionaire.

The following equipment is owned by the City. The proposer will need to include in its proposal if it would like to use any of the City owned equipment.

Hot dog boiler
Microwave
Hot Plate
Coffee Maker
Chest freezer
Double door freezer
Pop corn machine
Hot Plate
Warmer
Ice freezer
Pretzel warmer

Advertising

The Concessionaire agrees not to advertise in any manner or form, on or about the premises, buildings or space licensed to him. The Concessionaire shall not employ or use any persons known as "criers" or other noise makers or means of attracting attention to the Concessionaire's business, not approved by the City, or to the extent of creating a nuisance.

Exclusive Clause

The City warrants to contract exclusively with a single successful proposer to perform the described services herein. The successful proposer shall have exclusive rights to the park concessions during special events.

Selection Criteria/Evaluation Factors

Proposals will be evaluated and ranked. The City of Monroe reserves the right to reject any and all proposals to make an award based directly on the proposals or to negotiate further with one or more firms. The City reserves the right to reject all bids and request new proposals. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the City, including but not limited to:

1. Qualifications and Experience

The firm shall have experience in food concessions for similar projects. Outline why the City should select your firm to provide the required services. Provide a profile of your firm, including history. Clearly identify who shall be assigned to this project. Identify the role he/she will play and include a resume and a brief overview of his/her involvement (include experience with public sector clients).

2. Comparable Projects

Provide a list of comparable projects that have been successfully completed by your firm. Include municipal related work as well as private sector references.

3. Methodology/Work Program

Provide the firm's method of approach or work plan summary to meet the City's objectives and components identified in the Request for Proposal. Include type and variety of concession items offered, to include affordability to the public.

4. Capacity

Firm's availability to provide the services outlined to meet the City's needs.

5. Cost/Commission Proposal

Present a cost or commission proposal.

General Conditions

All proposals will be evaluated and ranked. The City of Monroe reserves the right to reject any and all proposals or to make an award based directly on the proposals. The City of Monroe reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection or a counter-offer on the part of the City. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the City of Monroe.

The City of Monroe reserves the right to interview any number of qualifying providers as part of the evaluation process. The decision of which provider to contact (if any) will be based on the selection criteria outlined in this document and as determined in the evaluation process. Meetings with short listed proposers will provide additional information and criteria upon which the City will base its selection decision. The City of Monroe reserves the right to select, and subsequently recommend for award, the proposed services which best meets its required needs, quality levels and budget constraints.

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City of Monroe upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City. Any contract awarded to a person or company who is discovered to have been in default or disqualified at the time of award of the contract shall be voidable at the discretion of the City of Monroe.

No proposal may be withdrawn after it has been deposited with the City of Monroe, except as provided by law.

All costs incurred in the preparation and presentation of this proposal, in any way whatsoever; shall be wholly absorbed by the prospective firm. All supporting documentation will become the property of the City of Monroe unless requested otherwise at the time of submission. Ownership of all data, materials and documentation originated and prepared for the City of Monroe pursuant to the Request for Proposals and the subsequent contract shall belong exclusively to the City of Monroe. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under Section 13 of the Act. Therefore, confidentiality of information submitted in response to this Request for Proposals is not assured.

Municipalities are exempt from Michigan State Sales and Federal Excise Taxes. Prices quoted shall not include Federal or State taxes. The City will furnish the successful bidder with tax exemption certificates when requested.

All correspondence or inquires from interested firms regarding this proposal shall be directed to the attention of Edward Sell, Finance Director, City of Monroe, 120 East First Street, Monroe, Michigan 48461-2159; 734-384-9133; edward.sell@monroemi.gov.

Only those persons designated above are authorized to seek additional information from prospective firms regarding their proposals. Correspondence or inquiries made directly to firms regarding their proposals from all other persons are to be directed to those City employees designated above for appropriate review and response.

The City of Monroe shall reserve the right to terminate the contract without penalty upon 30 days written notice due to poor performance or for any reason deemed to be in the City's best interest. A designated representative of the City of Monroe will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Monroe's best interest and will be final. The City of Monroe reserves the right to re-award the contract to the second most qualified proposal, re-bid the contract, or do whatever is deemed to be in its best interest.

The contractor shall represent that all tasks will be performed in accordance with generally acceptable professional standards and further represents that advice and consultation provided will be within its authority and capacity as a professional. The firm will comply with the regulations, laws, ordinances and requirements of all levels of government applicable to the requested services. It shall be the contractor's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all contractors shall be bound by such changes or addenda.

Proposers are advised that the proposals received as a result of this request are considered to be under evaluation from the close date until contract award. City staff is restricted from giving any information relative to the proposals or “progress” of the evaluation during this time, except as described in this Request for Proposals and as required to administer the evaluation process. Proposers will be notified when an award is made and a notice posted on the MITN website.

Insurance Regulations

The contractor shall not commence work, nor will the City sign a Contract, until vendor has obtained and delivered to the City of Monroe the certificate of insurance required under this paragraph. All insurance carriers must be acceptable to the City and licensed and admitted to do business in the State of Michigan. A new certificate of insurance shall be provided to the City each year at the time of policy renewal. Failure of the Firm to maintain the required insurance shall be grounds for contract cancellation.

1. Workers’ Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers’ Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of the contract, Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$200,000 per occurrence, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations Liability with limits of liability not less than \$200,000; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
3. Additional Insured. Commercial General Liability, as described above, shall include an endorsement stating that the City of Monroe is an additional insured for the duration of the contract.
4. Cancellation Notice. Workers’ Compensation Insurance and Commercial General Liability Insurance, as described above, shall include an endorsement stating the following “It is understood and agreed that Sixty (60) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City of Monroe, 120 East First Street, Monroe, Michigan 48161.”
5. If any of the above coverage’s expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the City of Monroe at least ten (10) days prior to the expiration date.

Hold Harmless

To the fullest extent permitted by law, Vendor agrees to defend, pay in behalf of, indemnify and hold harmless the City of Monroe, its elected and appointed officials, employees and volunteers and others working in behalf of the City of Monroe against any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Monroe, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Monroe by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

Instructions to Proposers

- o The following pages include a vendor questionnaire to be completed and submitted with **three (3) copies** of your proposal. Each item must be completed with a response. Bidders not responding to any of the specifications or questions may be classified as unresponsive. The response must follow the format outlined in this proposal. Supplemental information may be attached.
 - o Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Proposals must be requested with sufficient time allowed for a reply to reach all prospective proposers before the submission of their proposals. Any information given to a prospective proposer concerning the RFP will be furnished to all prospective proposers as an amendment or an addendum to the RFP, if such information would be of significance to uninformed proposers. The City shall make the sole determination as to the significance to uninformed proposers. **Questions regarding the proposal must be made in writing prior to Tuesday, June 29, 2010, at 4:30 p.m.**, at which time a response will be prepared in the form of an Addendum and posted on the MITN website.
 - o The proposal is to be completed in legible form, preferably with computer word processing software.
 - o **NO FAXED OR E-MAILED PROPOSALS WILL BE ACCEPTED.** All information requested herein must be submitted with the proposal prior to the due date; failure to do so may result in rejection of the proposal as non-responsive and/or incomplete. The City reserves the right to postpone the due dates for its own convenience. Proposals are considered received when in the possession of the Clerk's Office at the due date and time.
 - o **TIMELY SUBMITTAL:** Proposals are accepted until **FRIDAY, JULY 2, 2010 at 3:00 P.M.**
 - o All information requested herein shall be submitted with the Request for Proposals (RFP); failure to do so may result in rejection of the RFP as non-responsive and/or incomplete.
 - o If your firm uses a standard contract, please provide a copy with your submittal.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Natural Gas Supplier for City Facilities

DISCUSSION: In February 2011, an agreement was approved between the City of Monroe and Lakeshore Energy under the customer choice program for Lakeshore Energy to be the natural gas provider for city facilities. The agreement ran from April 1, 2011 through March 31, 2012. During that time period, the City has reduced the price it would have paid for natural gas by approximately 20%. Michigan Gas Utilities(MGU) had a change in its rate structure approved by the Michigan Public Service Commission (MPSC) that will make it more difficult to achieve the same level of savings going forward if we were to stay on the gas customer choice program. In order to increase our potential savings going forward, Lakeshore Energy has provided information on the gas transportation program. I have also met with a representative of MGU to discuss and learn about the program. This agenda item recommends entering into agreements with Lakeshore Energy and MGU to put all of the City's natural gas accounts, including the Multi-Sports Complex and possibly the Libraries, under the gas transportation program.

Under the gas transportation program, we would still have our natural gas delivered through the MGU distribution system. We would be hiring Lakeshore Energy as our agent to purchase natural gas in quantities and times that are the most advantageous to the City. The savings under the program can come from three primary areas. The first is the ability to eliminate a new fee that will be charged by MGU. A reservation fee was added to MGU's cost of service for all customers that aren't on the transportation program. This fee is based on the volume of gas used and based on past history could amount to \$14-15,000 annually. The second cost saving area is a reduced distribution charge through the gas customer choice program. And the final potential savings is in the cost of the gas itself. These savings areas will be offset by an increase in the monthly customer charge for our largest volume account from \$33.00 per month to \$825.00 per month. Without taking a significant price reduction in the cost of natural gas into account, the annual savings has been estimated at approximately \$11,000. The MGU representative thought the cost savings could even be higher.

Under the gas transportation program, instead of receiving an individual invoice from MGU for each meter, we will receive one invoice related to the distribution cost for all meters. We will receive one monthly invoice from Lakeshore Energy for the cost of gas. We will need to install a phone line at the Multi-Sports Complex so that the gas used can be read daily. Other meters will need to be read weekly for reporting to Lakeshore Energy to allow them to stay on top of our volumes to make the best buying decisions possible.

I have not looked into other utility companies to provide the service offered by Lakeshore Energy. I would not want to go into this program with a company we have no experience with. Monroe County has used Lakeshore Energy as its natural gas provider under the transportation program for many years and has reported good service and significant cost savings.

I have enclosed the proposed agreements with both MGU and Lakeshore Energy. They have been reviewed by City Attorney, Tom Ready, and are proposed for approval with the following modifications.

For the MGU Agreement, the term of the agreement will be changed to begin on May 1, 2012 and the confidentiality section will need to be changed to allow the City to disclose the agreement pursuant to a request under the Freedom of Information Act.

For the Lakeshore Energy agreement, the billing and payment section will be changed to allow for a payment within twenty (20) days from the billing date. We had discussed eliminating the credit requirements section, but since the City's account has been approved for credit under the net 20 payment terms, this section will not come into play unless we don't pay on time. The confidentiality section in this agreement will also need to be changed to allow the City to provide a copy of the agreement pursuant to a request under the Freedom of Information Act.

It is recommended that the Mayor and City Council approve entering into the Michigan Gas Utilities Transportation Service Agreement and the Lakeshore Energy General Terms and Conditions agreement with the changes to each that were previously explained.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: 3/31/2012

REASON FOR DEADLINE: Entry into program by May 1, 2012

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Edward Sell, Finance Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: All city departments and programs

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ N/A
Cost of This Project Approval	\$ N/A
Related Annual Operating Cost	\$ (10,000)
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: 2/29/2012

REVIEWED BY:

DATE: 3-29-12

COUNCIL MEETING DATE: March 5, 2012



Managed Price

Dependable strategy – Lowest potential price

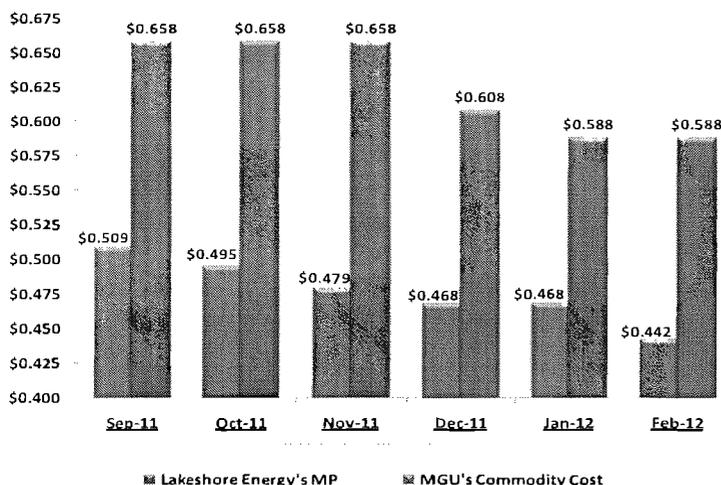
Benefits of Lakeshore Energy's Managed Price:

- Lakeshore's Managed Price (MP) utilizes a strategy of dollar-cost averaging to achieve the lowest price possible.
- Customers of similar profiles are pooled together, creating large-volume buying power.
- Lakeshore's professional energy managers are consistently watching the natural gas market, using technical analysis tools, storage data and years of experience to buy gas at times of perceived value.
- Current and future-month purchases are averaged into the pool to provide everyone with one, stable, low-monthly price.

Highlights:

- If you were a member of Lakeshore's MP last year, you would have received some of the most competitive prices in the MGU service territory.
- Lakeshore's Managed Price was an **20% savings** over MGU's Commodity Cost from March 2011 through February 2012!
- Lakeshore's approach to gas purchasing provides you the best of both worlds:
 - A lower, more market responsive price than a fixed price.
 - A more stable, dependable price than a true variable program.

Lakeshore's MP vs. MGU's Commodity Cost (\$/Ccf)

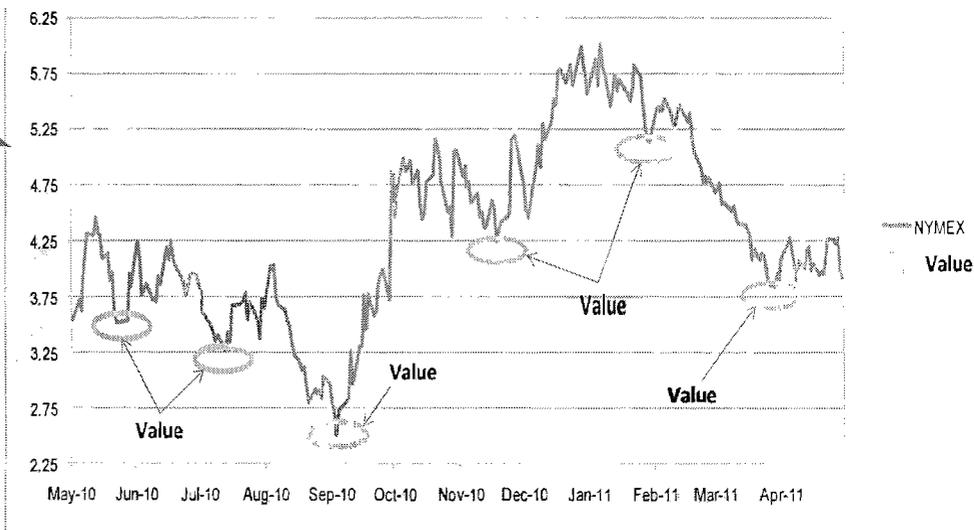


Lakeshore's Managed Price has been below MGU's Commodity Cost for the past 42 months!

Lakeshore's February 2012 MP is **\$0.442/Ccf!**

The chart to the right is an example of when Lakeshore's energy managers make purchases based on perceived value.

Managed Price Purchasing Strategy



*The above chart is not representative of an actual NYMEX trading range for the stated period.





**MICHIGAN GAS UTILITIES
TR-1 TRANSPORTATION SERVICE AGREEMENT WITH AGGREGATED ACCOUNTS**

This Agreement is entered into effective the first day of April 2012, by and between Michigan Gas Utilities ("Company") and City of Monroe ("Customer") with 21 Aggregated accounts.

Whereas, the Customer has obtained or will obtain supplies of natural gas and desires the Company to receive such natural gas and transport and deliver such gas to the Customer; and

Whereas, the Company is willing to provide natural gas transportation and related services to the Customer, subject to the terms and conditions set forth herein.

Now, therefore, in consideration of the above premises and the covenants contained herein, the Company and Customer agree as follows:

1. **Availability:** Service under this Agreement is available to any customer that could otherwise purchase gas under any of the Company's existing sales tariffs. Gas transported to the Customer under this Agreement may not be resold by the Customer. The Customer represents that it meets the service availability requirements for transportation service under this Agreement.

2. **Service Considerations:** The Company shall be Customer's exclusive transporter of natural gas during the Primary Term (as defined in paragraph 5) of this Agreement notwithstanding the termination of this Agreement for any reason prior to the expiration of the Primary Term. Service hereunder shall be provided by the Company pursuant to its TR-1 Transportation Rate Schedule and pursuant to the Gas Transportation Service Rules, all as contained in the Company's Gas Tariff on file with the Michigan Public Service Commission ("MPSC"), as the same may be amended, modified or superseded from time to time (the "Tariff"). The Company is not responsible for interruptions in service caused by events beyond the reasonable control of the Company, including but not limited to, acts or omissions of third parties, including marketers, producers and pipelines. The Customer acknowledges that it will not have, during the time that it is transporting gas hereunder, any rights to utilization of the Company's GCR gas supply. The Customer acknowledges and agrees that the Company has no obligations to notify or otherwise inform the Customer of the failure of the Customer's gas supplier to deliver gas to the Company on behalf of, or for transportation to, the Customer.

3. **Charges:** In addition to other charges as may be applicable to the Customer and included in the Company's Tariff, the Customer shall be responsible for and shall pay to the Company the following charges for the periods indicated or as otherwise applicable:

Customer Charge:

Transportation TR-1	\$ 825.00 per month for each meter.
Large General Service	\$ 400.00 per month for each meter.
Small General Service	\$ 33.00 per month for each meter.
Residential Service	\$ 11.00 per month for each meter.

TR-1 Volumetric Charge: \$0.7777 per Mcf for all gas consumed during the peak period of November through March each year
\$0.6277 per Mcf for all gas consumed during the off peak period of April through October each year

<u>Large General Service</u>	\$1.0094 per Mcf
<u>Small General Service</u>	\$1.1876 per Mcf
<u>Residential Service</u>	\$1.5987 per Mcf

Automated Meter Reading

The Customer has agreed to provide a separate telephone line and such other facilities as may be required for the specialized metering equipment needed to be installed by the Company. The Customer has also agreed to provide 24 hour per day access to the specialized metering equipment located on the Customer's premises. Upon request, the Company will make available to the Customer the daily volumetric data collected from the specialized metering equipment.

Gas in Kind:

The Company shall retain 0.55% of all gas received at the delivery point(s) to compensate it for the Company-use and lost and unaccounted for gas on the Company's system. This volume shall not be included in the quantity available for redelivery to the Customer.

Heat Sampling Charge: The Company, at its option, may require the installation of a heating value measurement device and the payment by the Customer of \$250 monthly heating value measurement charge under the following conditions:

- a. If the Customer refuses to include in its gas transportation service contract a provision that holds the Company harmless for any damages resulting from measuring errors; or
- b. If the Customer demands that heating value measurement equipment be installed.

Unauthorized Gas Usage Charge:

The penalty for unauthorized gas usage by the Customer during a period of curtailment or interruption of gas service shall be an additional charge as specified in the Company's Rule C3-Curtailment of Gas Service.

4. **Monthly Load Balancing:**

- (a) Monthly Imbalances: As imbalances occur, the Company and the Customer will attempt to correct them within the same month in which they occur. Failing such corrections, the Company will cash-out the imbalances as described below:

- (1) ANNUAL CONTRACT QUANTITY (ACQ) is defined as the quantity of gas that is based on the Customer's maximum historical 12-month usage (determined from the Customer's previous 36-month base period) plus adjustments for known or expected changes. The Customer's ACQ under this Agreement is 22,237 Mcf.
 - (2) AUTHORIZED TOLERANCE LEVEL (ATL) is defined as 5% of the Customer's ACQ. The Company is obligated to retain excess deliveries of gas on behalf of the Customer up to the Customer's ATL, without additional charge, which quantities the Company shall redeliver to the Customer on a good faith basis as soon as practicable. The Customer's ATL under this Agreement is 1,112 Mcf.
 - (3) EXCESS DELIVERIES are defined as gas delivered to the Company, on behalf of the Customer, less gas in kind and gas redelivered to the Customer, on a monthly basis.
 - (4) ATL BALANCE is defined as the cumulative balance of excess deliveries from month-to-month, up to the Customer's ATL. The ATL balance may be carried forward from month-to-month without additional charge.
 - (5) POSITIVE IMBALANCE is defined as the balance of excess deliveries of gas for the month which exceeds the Customer's ATL.
 - (6) NEGATIVE IMBALANCE is defined as the amount of gas redelivered to the Customer in excess of the gas available to the Customer during the month. The gas available to the Customer during the month is the sum of its gas delivered to the Company, less gas in kind, plus any gas available from its ATL balance.
 - (7) MAXIMUM DAILY QUANTITY (MDQ) is defined as the maximum quantity of gas that the Customer may nominate for delivery on a daily basis determined by dividing (i) the highest monthly quantity of gas consumed by the Customer in any of the 24 months preceding the date of this Agreement by (ii) 31 days, or the highest actual daily consumption recorded. The Customer's total MDQ under this Agreement is 170 Mcf per day. Of this total, 135 Mcf per day is the total Aggregated MDQ. Daily nominations cannot exceed the percentage of expected daily usage that is imposed upon the Company by the Interstate pipelines, without approval of the Company. Nominations that exceed the limitation, shall be subject to overrun charges and imbalance penalties, as imposed by the Interstate pipelines.
- (b) CASH-OUT AT THE END OF THE MONTH: If Customer has a positive imbalance, then the Company will credit Customer's account for the purchase of the imbalance gas in accordance with the schedule below ("% Monthly Imbalance" is the imbalance amount expressed as a percentage of the amount nominated for the month):

% Monthly Imbalance Purchase At

0 - 5%	Average of the MichCon City Gate Index, for Large End Users, as described below.
over 5%	Low price for the MichCon City Gate Index, for Large End Users, as described below.

If the Customer has a negative imbalance, then the Company will charge the Customer's account for imbalance gas in accordance with the schedule below ("% Monthly Imbalance" is the imbalance amount expressed as a percentage of the amount nominated for the month):

% Monthly Imbalance Charge At

0 - 5%	Average of the MichCon City Gate Index, for Large End Users, as described below.
over 5%	High price for the MichCon City Gate Index, for Large End Users, as described below.

The index for monthly imbalances is that which appears under "MichCon City Gate index for large end users" in each Gas Daily during the month. If Gas Daily ceases publication of the index, then the Company will use a replacement index that is representative of the Company's market throughout the month, preferably daily. The Company will provide prior notice to its customers and to MPSC Staff of a replacement index, and seek agreement from MPSC Staff for use of the replacement index.

The low price is defined as the lowest price that appears in any Gas Daily, that is dated within that month, under MichCon City Gate index for large end users. The high price is defined as the highest price that appears in any Gas Daily, that is dated within that month, under MichCon City Gate index for large end users.

The average price is defined as the arithmetic average of all of the high and low prices that appear in all issues of Gas Daily that are dated within that month under MichCon City Gate index for large end users.

5. **Term:** This Agreement shall remain in effect for a primary term of one (1) year from April 1, 2012, through March 31, 2013 ("Primary Term") and thereafter from month to month until terminated by either party upon thirty (30) days prior written notice to the other party. At the end of the first twelve (12) months of the Primary Term, the Customer may, upon thirty (30) days written notice to the Company, change its service classification to the Company's general system sales, instead of transportation service. The Customer acknowledges and agrees that they, the Customer must remain on system sales service for a minimum period of twelve (12) months after making the election to terminate transportation service, after which they, the Customer shall either change to transportation services or remain on system sales service. In any event, the Customer will remain on either transportation service under this Agreement or system sales service, for a period not less than the Primary Term. All contracts and their changes will be effective or expire on the first day of Gas Month. If no gas is received by the Company on behalf of the Customer for 30 consecutive days and the Customer has no positive ATL balance their contract will be cancelled and the Customer will return to the Company's GCR billing for no less than 12 months from the date of termination.

6. **Balancing:** The Customer agrees that nominated volumes and actual receipt and delivery volumes must balance. The Customer is responsible for: (a) providing daily scheduling of deliveries which accurately reflect the Customer's expected consumption, and (b) balancing volumes consumed at the delivery points with deliveries to the Company's system. Failure to fulfill these responsibilities will result in the Customer incurring cash out charges described in the Company's Gas Transportation Service Rules.

7. **Pipeline Charges:** Any charges or penalties which the Company incurs from a pipeline on behalf of the Customer or as a result of the Customer's actions or inactions will be passed through to and paid by the Customer. Such charges may include but are not limited to any other charges referenced in this Agreement.

8. **Nominations:** If the Customer desires volumes to flow on the first day of the month, the Customer must directly advise the Company's Gas Supply Services Division, using electronic-communications (TWA), by 11:30 a.m. Central Time one (1) day before the gas flows.

For intra day nomination changes for the 2nd through the 31st days of a month will be accepted until 5:00 p.m. Central Time. The Customer agrees to use the Company's approved Electric Nomination System (TWA) for all nominations and nomination changes. Customer's nominations will not exceed the Customer's MDQ without prior approval from the Company, and must comply with Section 4. Monthly Load Balancing (a)(7) of this contract. If the Customer elects to have a marketer nominate on their behalf, they must have a current Agency Agreement in place.

9. **Billing and Payment:** Bills shall be calculated in accordance with the applicable rate schedule each month and shall be payable monthly. Failure to receive a bill shall not relieve the Customer from payment. Bills become delinquent if not paid within twenty-one (21) days after rendering of the bill. Late payment penalties are assessed on the past due amount and shall not exceed two (2) percent per month of the past due amount.

10. **Regulation:** This Agreement is subject to all valid present and future laws, orders, rules, and regulations of duly constituted authorities with jurisdiction. In the event any jurisdictional body asserts, imposes or changes regulations, regardless of whether the Company is the entity being regulated, which materially impact the Company's economic benefit under this Agreement, the Company may terminate this Agreement on thirty (30) days' written notice to the Customer. If either party's activities hereunder become subject to law or regulation of any kind, which renders this Agreement illegal or unenforceable, then either party shall at such time have the right to terminate this Agreement upon written notice to the other party.

11. **Force Majeure:** If either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement, then the obligations of the parties, to the extent that they are affected by such force majeure, shall be excused during the continuance of the event of force majeure. In the event the Company limits, curtails, interrupts, or in any manner affects the supply or transportation of natural gas for the maintenance, repair, overhaul, replacement or construction of any facilities or equipment; or to assure the availability of capacity equitably, then the Company may suspend service under this Agreement for the duration of the limitation, curtailment or interruption.

12. **Confidentiality:** The terms of this Agreement shall be kept confidential by the Company and the Customer. If the Company, in its sole discretion and through either direct or circumstantial evidence, determines that the confidentiality provision of this Agreement has been breached by the Customer, then, in addition to any other remedy it may have, the Company may immediately terminate this Agreement. Upon such termination, the Company shall have no further obligation to the Customer hereunder and the Customer shall immediately pay to the Company all amounts due the Company hereunder.

13. **Notices:** Notices required or otherwise given under this Agreement, except notices specifically allowed to be provided by facsimile, shall be given in writing and mailed by first class mail to the other party at the addresses specifically provided in this Agreement or, if not so provided, to the addresses provided below:

Company:	Customer:
Michigan Gas Utilities Attention: Nick Krzeminski Customer Relations Manager 70 Sauk River Drive Coldwater, MI 49036 Telephone: (517) 278-3531 Fax: (517) 278-3528	Company: City of Monroe Attention: Edward Sell Address: 120 East 1 st Street Monroe, MI 48161 <u>edward.sell@monroemi.gov</u> Telephone: 734-384-9133 Fax: 734-243-8683 Billing Address: 120 East 1 st Street Monroe, MI 48161 For Service at: 333 N DIXIE MONROE, MI 120 E 1ST ST MONROE, MI 6375 POINTE AUX PEAU #2 NEWPORT, MI 6375 POINTE AUX PEAU NEWPORT, MI 915 E FRONT APT#X1 MONROE, 915 E FRONT #X2 MONROE, MI 915 E FRONT MONROE, MI 75 SCOTT MONROE, MI 320 E FRONT MONROE, MI 2770 N CUSTER MONROE, MI 222 JONES MONROE, MI 2205 E FRONT #X MONROE, MI 2205 E FRONT MONROE, MI 1755 N CUSTER MONROE, MI 937 E FRONT MONROE, MI 14411 CARDINAL MONROE, MI 14 E 1ST ST MONROE, MI 1296 N MONROE ST GENER MONROE,MI 1704 STEWART MONROE, MI 2800 N CUSTER APT# H 15 MONROE 2800 N CUSTER APT# BAY MONROE 1966 TETON MONROE, MI

14. **Account Number:** The Customer's account number to be served by the Company hereunder are those accounts listed below:

1. (TR-1 x1) 4506115-7
2. (SV-T x21) 4506115-7

15. **Regulatory Commission Authority:** The provisions of this Agreement are subject to the Company's Tariff, all valid legislation with respect to the subject matter hereof and to all present and future orders, rules, and regulations of the Michigan Public Service Commission and any other regulatory authorities having jurisdiction. The Company shall have the right to make and to file with any and all regulatory bodies exercising jurisdiction, now or in the future, changes in rates and new rates or any other changes to its Tariff. Any such changes shall apply to this Agreement. In the event of any conflict between the terms of this Agreement and the Tariff, the Tariff shall control.

16. **Entire Agreement:** This Agreement and the Company's Tariff constitute the entire agreement of the parties with respect to the subject matter hereof, and supersedes and replaces all other prior or contemporaneous agreements between the parties regarding such subject matter.

The parties have executed this Agreement effective the date first above written.

Michigan Gas Utilities

Charles Hauska
(print name)

Signature: _____

Title: Operating Vice President

Date: _____

City of Monroe

(print name)

Signature: _____

Title: _____

Date: _____

Lakeshore Energy Services, L.L.C. - General Terms and Conditions

WHEREAS, Buyer _____, desires to buy and Seller desires to sell natural gas, Buyer and Seller enter into this Agreement as set out below:

1. **Definition:** BTU means British Thermal Unit and is the heating value of natural gas. British Thermal Unit means the amount of energy required to raise the temperature of one (1) pound of water one (1) degree Fahrenheit. Dth means Decatherm, which is equivalent to an MMBtu. MMBtu means million BTU and is the sum of Mcf multiplied by the BTU of the gas. Unless otherwise stated, Monthly Index Price shall be the price of spot gas delivered to pipelines for the first of each applicable delivery month as determined by "Inside FERC's Gas Market Report" for the applicable pipeline and region. Pipeline means any transporter, whether inter-state or intra-state, to or from delivery point. LDC means the Local Distribution Company, more commonly known as your local utility. Mcf means one thousand cubic feet of natural gas at 14.65 psi.

2. **Term:** The Term shall commence from the date of first delivery unless otherwise stated in Transaction Confirmation and shall continue until it is terminated by either party upon at least thirty (30) days prior written notice. However, this Agreement shall remain in effect until the terms of all Transaction Confirmation(s) have been fulfilled.

3. **Quantity:** Seller agrees to sell to Buyer, and Buyer agrees to purchase the volume(s) of natural gas set forth in the Transaction Confirmation. The parties shall use their best efforts to ensure that the quantity, dispatched by Seller, is delivered and received at a relatively constant rate in compliance with Pipeline and LDC requirements.

4. **Quality, Measurement & Heating Value:** All natural gas delivered pursuant to this Agreement shall be of pipeline quality. Measurement of the volume and the heating value of the natural gas purchased hereunder shall be made at the delivery point in accordance with the delivering pipeline's procedure.

5. **Transportation:** Seller shall arrange for transportation to the delivery point and Buyer shall arrange for subsequent transportation from the delivery point.

6. **Imbalances:** Buyer and Seller shall use their best efforts to avoid imbalances and imbalance penalties (if any). Should either Buyer or Seller receive an imbalance penalty charge from the transporting pipeline or LDC, Seller shall determine the validity of such charge. If the imbalance penalty is a result of Buyer's failure to accept a quantity of gas equal to Seller's nomination, then Buyer shall pay for or reimburse Seller for such imbalance charges, and indemnify Seller from any charges or costs incurred in determining its liability hereunder. If the imbalance penalty is a result of Seller's failure to deliver a quantity of gas equal to the Buyer's confirmed nomination, the Seller shall pay such imbalance penalty charge and shall indemnify Buyer for any charges or costs incurred by Buyer in determining Seller's liability hereunder. Buyer, at the end of this Agreement and if the Agreement is not renewed with Seller, shall pay Seller for any gas delivered to Buyer's account with the LDC that has not yet been invoiced. If there is ever a material change in any law or order regarding imbalances such that the continued performance of this Agreement has been rendered impracticable or uneconomical, Seller may terminate or request renegotiation of this Agreement.

7. **Price:** Buyer shall pay Seller for all gas delivered to and accepted by the LDC during the term of this Agreement, a sum equal to the price as outlined in the Transaction Confirmation. Buyer shall also pay an amount equal to the lost and unaccounted for line loss (if any) on the LDC system. Unless otherwise stated on the Transaction Confirmation, all pipeline and LDC charges are the responsibility of the Buyer and shall be in addition to the commodity price. In order to match Buyer's usage throughout the month, if necessary, Seller, will provide intra-month adjustments to first-of-the-month nominations. Any additional or excess supply purchased or sold during the month shall be priced at the market or the supplier's (LES) Pool Price including the cost of acquiring or selling such incremental supplies. In the event of "Operational Flow Orders (OFO's) issued by the LDC, Buyer agrees to pay Seller the then current market price for all gas purchased or sold to meet the demands of the LDC.

8. **Remarketing of Gas.** In the event that there is a need to reduce the volume of a natural gas purchase in any month during the term of this Agreement, Buyer hereby authorizes Seller, as agent for Buyer, to use commercially reasonable efforts to remarket the gas; *provided, however,* that Buyer shall remain financially responsible for all contract quantities of gas unless and until it is resold. Buyer hereby authorizes the release of gas volumes from the contract for such month. If the price for remarketed quantities of gas is lower than the contract price for such volumes, then Buyer shall pay Seller the difference between the contract price and the remarketed price for such volumes of gas sold. If the price for remarketed quantities of gas is higher than the contract price for such volumes, then Seller shall credit Buyer's account for the difference between the remarketed price and the contract price for such volumes of gas sold.

9. **Option to Lock:** For any given month(s) during the term hereof, Buyer shall have the option to convert their index or basis price to a fixed price *provided, however,* that such request to exercise such option is made prior to 11:00 am Eastern Standard Time ("EST") on the Last Trading Day of a given month's NYMEX natural gas contract. The "Last Trading Day" is defined as three business days prior to the first calendar day of the delivery month. Seller will notify Buyer of the final delivery price after all transactions are completed.

10. **Management Services:** By initialing "Accepted" below Buyer agrees to the terms stated in Section 10(i) thru Section 10(iii). If declined, Seller will use best efforts to monitor usage based on Buyer's direction.

Accepted: _____

Declined: _____

i. **Buyer Responsibilities:** Buyer agrees to provide weekly (or more frequently if requested by Seller) meter readings to Seller by fax, e-mail or electronic download from the LDC for each meter that is billed by the local distribution company as a transportation meter. Buyer and Seller will agree to a written estimate of certain meters in the event that these are impractical to read on a weekly basis. Buyer also agrees to furnish immediately upon receipt to Seller, by fax or e-mail: (i) a copy of Buyer's monthly billing statement from the LDC indicating consumption, cost, and storage balance information; and (ii) information pertaining to operational changes that impact natural gas consumption for any transportation meter. Buyer agrees to allow Seller to manage the level of natural gas in Buyer's LDC storage account and Buyer hereby appoints Seller as its agent for such purpose.

ii. **Seller Responsibilities:** Seller agrees to provide daily and monthly nominations for natural gas deliveries to the LDC based upon volumes purchased by the Buyer. Such nomination may be impacted by consumption estimates, meter reads, and operational changes provided by Buyer to Seller. In the event that the monthly nomination varies from previously purchased volumes, Seller will inform Buyer of such changes. Seller also agrees to manage Buyer's LDC storage account. Seller will utilize Buyer's storage in good faith in an attempt to minimize exposure of Buyer to penalties under the terms of Buyer's Gas Transportation Agreement with the LDC.

iii. **Sole Source of Supply:** Seller and Buyer agree that Seller shall be Buyer's sole source of supply for natural gas. In the event that Buyer requires additional quantities of natural gas in excess of contract quantities in a given month, Seller shall utilize commercially reasonable efforts to secure such supplemental gas on Buyer's behalf.

11. **Operational Flow Order Day (OFO):** During an (OFO) or Constraint Day issued by Measuring Party, Buyer agrees to limit their natural gas consumption to Seller's daily nominated quantity. Volumes in excess of or below the daily nominated quantity may be subject to penalty, market prices, and/or any reasonable incremental charges, including those billed by the Measuring Party. Buyer would be responsible for any penalties and charges including the cost of purchasing or remarketing the gas.

12. **LDC Penalty Reimbursement:** LDC Penalty Reimbursement: Buyer shall be solely responsible for all unauthorized gas charges or LDC penalties. If Buyer has provided Seller on a timely basis with all required information for a given month(s) to enable Seller to perform such services, and solely as a direct result of Seller's error, Buyer is assessed a fee for excess storage or a penalty unauthorized usage of natural gas, to that extent Seller agrees to reimburse Buyer for such LDC penalty charges actually incurred by Buyer, subject to Section 10. Seller and Buyer each agree to use commercially reasonable efforts to assist and cooperate with one another to dispute any LDC penalty charges imposed. In no event will Seller's liability to Buyer, if any, for LDC penalty reimbursement exceed the total amount of penalty as charged by the utility in the month (s) for which the penalties were incurred.

13. **Billing and Payment:** Seller shall bill Buyer on the earliest practicable date each month showing the quantity of gas billable for the month's bill period and the sum due to Seller from Buyer. Buyer shall pay to Seller the sum shown by each billing, including sales, use, franchise and excise taxes and all other governmental impositions relative to the sale or consumption of natural gas, within ten (10) days from the billing date. Billings unpaid when due shall be subject to an interest at the rate of one and one half percent (1½%) per month or the maximum rate allowed by law, whichever is less. Buyer shall pay to Seller all expenses, including reasonable attorneys' fees and legal expenses, incurred or paid by Seller in protecting or enforcing its rights under this agreement.

14. **Credit Requirements:** Buyer shall make credit arrangements satisfactory to the Seller, which may include providing a deposit, prepayments, Letter of Credit, or other security as requested by Seller. Seller reserves the right to request such credit arrangements before or during the term of this contract. If Buyer fails to make

Lakeshore Energy Services, L.L.C. - General Terms and Conditions

payment on or before the due date or fails to make credit arrangements satisfactory to Seller, Seller at its sole discretion may terminate this contract and/or immediately suspend deliveries hereunder.

15. **Title & Possession:** Buyer shall have title, possession and control of the gas at the Point of Delivery. Seller shall have responsibility for any gas up to the Point of Delivery, and Buyer shall have responsibility for any gas at and from the Point of Delivery. Each party hereunder indemnifies and holds harmless the other from all damage, loss, cost or expense for which the other is held responsible arising from the indemnifying party's own act or conduct. Seller warrants title to gas is free and clear of all liens and encumbrances.

16. **Force Majeure:** If either party shall be, wholly or in part, unable to perform any or part of its duties or functions under this Agreement because of force majeure, then upon notice by telephone, facsimile or in writing within a reasonable time and in reasonably full detail such duties or functions shall be suspended during such inability but for no longer than reasonably necessary. Neither party shall be liable to the other for any damages caused or occasioned by force majeure for a period of up to 90 days. Up to or after this period, Seller has the right to liquidate any fixed price volumes and Buyer shall remain financially responsible for all contract quantities of gas remarketed. Force majeure means acts of God, strikes, lockouts or other industrial disturbances including those involving or affecting parties producing or transporting gas for Seller. An event of force majeure shall not excuse either party from liquidated damages related to the settlement of any Fixed Price quantities.

17. **Laws and Regulations:** This Agreement, each of its provisions, and all supplements, amendments or addenda to it are subject to all valid, applicable federal and state laws and to the orders, rules and regulations of any duly constituted regulatory body or authority, state or federal, having jurisdiction. The interpretation and performance of this contract shall be governed by the laws of the state of Michigan

18. **Transfer of Title:** This Agreement shall extend to and be binding upon the successors, assigns, heirs, personal representatives and representatives in bankruptcy of the parties hereto. No sale, assignment, mortgage, change in ownership or any other transfer of title to an interest of either party shall be binding upon the other party until the first day of the calendar month next following the date upon which such other party shall have been furnished written notice and with certified copies of such instruments properly evidencing such sale, assignment, mortgage, change in ownership or other transfer of title.

19. **Audit:** Either party shall have the right at all reasonable times to examine the records of the other to the extent necessary to verify the accuracy of any statement, charge, or computation made under or pursuant to any provision of this Contract. Both parties agree to cooperate to negotiate any dispute with transporter(s) on errors in measurement or reporting. Either party may request and will receive payment for any verifiable statement adjustment during the term of this Agreement and two years from the billing in question.

20. **Confidentiality:** The parties shall keep the terms of this Agreement confidential, except as may be required to effectuate transportation of the gas or to meet the requirements of a regulatory agency having jurisdiction over the matter for which information is sought.

21. **Miscellaneous:** The non-exercise of any right or rights given by this Agreement shall not be a waiver of such right or rights as to the future. Any cancellation of this

Agreement, pursuant to the provisions of this Agreement, shall be without prejudice to the right of the party not in default to collect any amounts then due it and without waiver of any other remedy to which the party not in default may be entitled for violation of this Agreement. This Agreement is executed in multiple copies, each of which shall be deemed of equal force and dignity as if each such copy is an original.

22. Warranty, Damages, and Disclaimers:

Limited Warranty: Seller warrants that at the time of delivery it will have title and/or the right to deliver the gas sold hereunder and that it will indemnify Buyer and save it harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons related to title to or ownership of said gas, and royalties, Taxes, license fees or charges on such gas, to the extent that they arise or attach prior to delivery at the Delivery Point.

Limitation of Damages: For breach of any provision for which an express remedy or measure of damages is herein provided, such express remedy or measure of damages shall be the sole and exclusive remedy hereunder, the obligor's liability shall be limited as set forth in such provision and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly herein provided, the obligor's liability shall be limited to direct actual damages only, such direct actual damages shall be the sole and exclusive remedy hereunder and all other remedies or damages at law or in equity are waived. Unless expressly herein provided, neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits, or other business interruption damages, in tort, contract, under any indemnity provision or otherwise.

Disclaimer of Warranties: Buyer acknowledges that it has entered into this Agreement and is contracting for the gas to be supplied by Seller based solely upon the express representations and warranties herein and Seller expressly negates any other representation or warranty, written or oral, express or implied, including, without limitation, any representation or warranty with respect to conformity to models or samples, merchantability, or fitness for any particular purpose.

Commodity Exchange Act Disclaimer: The Parties hereby agree and understand that any reference to NYMEX or OTC price indicators, or any utilization of these exchanges by Seller is specifically in connection with Seller's cash market operations, and shall not in any way subject Seller to the Commodity Exchange Act ("CEA"). Neither Seller nor any of its employees or affiliates is acting as a Broker, Dealer, or Commodity Trading Advisor, and no such person is registered as a Commodity Trading Advisor. Seller is specifically not offering to Buyer or advising Buyer concerning the use of any registered futures contract or standardized instrument for future delivery on any exchange. Seller also may provide industry information from various sources that includes evaluation and commentary on market prices, industry fundamentals, and other conditions affecting the energy markets. Seller provides any such material for information purposes only and not to recommend any transaction, course of dealing or strategy with respect to such markets. Seller in no way warrants or represents the validity or accuracy of any such information. Through providing this information, Seller in no way acts as a Commodity Trading Advisor, Broker, or Dealer. Buyer acknowledges that all decisions related to energy transactions are authorized and executed based upon the Buyer's full knowledge and independent action and confirms that Buyer is an "eligible contract participant" as defined by the CEA.

Seller: **Lakeshore Energy Services, L.L.C.**

Buyer: _____

Seller's Signature: _____

Buyer's Signature: _____

Print Name: Charles T. Galvin

Print Name: _____

Title: Sr. Vice President, Managing Member

Title: _____

Date: _____

Date: _____



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: CONSULTANT INSPECTION CONTRACT EXTENSION – TTL ASSOCIATES.

DISCUSSION: The City-wide Operational Assessment report identified inspection of construction projects as a particular area where it was felt that the City could utilize the private sector to assist with spikes in workload, particularly during the Summer months. Besides the usual construction spike that occurs from May through November each year, the huge increase in water main replacement projects that has been ongoing since 2009 has brought an even further challenge to the City's Engineering Department in staffing all of its required projects. While the City maintains an in-house Engineering staff that is capable of meeting a wide variety of surveying, design, inspection, and project management needs on our typical projects, this staff is down from eleven (11) employees in 2004 to six (6) plus a shared Department Head at present. Even with a heavy overtime load, and assistance from college interns when available for construction oversight on projects of lesser importance, it has been physically impossible to cover all of our needs in-house during 2011.

In 2009 and 2010, up to four (4) different consulting firms were used for various general inspection activities, based on a formal consultant selection and approved by the City Council in March 2009. While the City generally selects firms based on a variety of factors, including professional qualifications and past experience with City and other similar projects, cost was taken into consideration as well for the previous selection, since most firms offered similar qualifications. Three (3) of the original contracts have been closed, but the City has been using one particular individual from TTL Associates as essentially the lead inspector, since he is also capable of assisting us in materials testing on roadway projects, and his billable rate is the lowest of all of the firms. For these reasons, in March 2009, TTL Associates was given the largest contract at \$100,000, with a billable rate of \$48 per hour for straight time, and \$60 per hour for overtime hours. In May 2011, their contract was extended for an additional \$50,000, which was believed to cover most, but not necessarily all, inspection for the 2011 water main projects. From mid-September to the end of November, we also utilized the firm to provide an additional inspector to cover the Bacon Street water main at the same time as the lead inspector was covering the Riverview Avenue, Monroe Street, and Glendale Court / Gee Drive projects. At the November 7, 2011 City Council meeting, their contract was extended again for another \$30,000, which was believed to allow for completion of all activities under this intensive water main program. Unfortunately, the Monroe Street project took substantially longer than expected, and inspection was needed into both December 2011 and January 2012.

As of the end of the December 2011 billing, there was \$3,506.75 remaining in the most recent allocation, and the January billing has now been submitted in the amount of \$8,176.50. While we expect that nearly all consultant activities have been completed, a minor amount of additional funding should also be set aside for any remaining unbilled items that may come up on the February billing. Funds for this contract extension would be encumbered from the Water Fund, since all inspection will be on water main projects, and adequate funding is still available.

IT IS RECOMMENDED that the City Council award an extension to the original professional services contract from March 2009 to TTL Associates for "as needed" services up to \$8,000, and that the City Engineer be authorized to execute any necessary agreements on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: The current authorization cap has been exceeded with the January billing for services.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Engineering Department, Water Department, residents and property owners within project areas.

FINANCES

COST AND REVENUE PROJECTIONS:

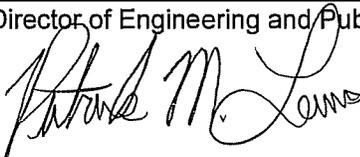
Cost of Total Project	\$8,000
Cost of This Project Approval	\$8,000
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

<u>SOURCE OF FUNDS:</u>	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	Water System Upgrades	591-40.538-818.020 11W01	\$8,000
	<u>Other Funds</u>		

Budget Approval: _____

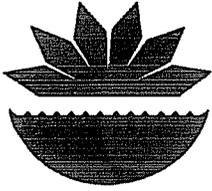
FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 03/01/12

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: March 5, 2012



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: PARKS BALL FIELD MAINTENANCE AND CUSTODIAL SERVICES CONTRACTS – EXTENSION OF 2011 CONTRACTS INTO 2012 SEASON

DISCUSSION: For the 2011 season, two (2) contracts were bid and awarded on April 18, 2011 for most regular maintenance activities, including regular ball diamond grading and lining on one contract (Ball Field Maintenance Contract), and daily restroom cleaning and daily trash collection on the other (Parks Custodial Services Contract). Since this represented 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 was contemplated. In addition to the primary parks activities, watering of downtown concrete planter units (at cost to the Downtown Development Authority) and other tree watering was included in the Custodial Services contract, since these contracts afforded a good opportunity to save costs in these regular maintenance activities as well. City staff still retains some minor involvement within the parks, and 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. After one year of experience with this model, coupled with other operational improvements, it appears that the cost reductions have been significant.

World Class Landscaping & Contracting, Inc. from Carleton was the low bidder and was awarded both 2011 contracts. Though there were some relatively minor transition-related issues at the beginning of operations last April as would be expected given the wholesale change in operation, we were satisfied with their work performance and professionalism on both contracts. As the season elapsed, World Class assisted us in addressing some more residual items with the ball fields, and provided us with very reasonable pricing for items that were missed in the original bid documents. This week, World Class contacted the Engineering and Public Services Department, and requested that they be considered for a contract extension through the end of 2012, and committed to holding all previous unit prices firm, except for the watering of the downtown planter units where their activities significantly exceeded their 2011 bid costs. They also provided quotations for these other new items, and their pricing for all fell below the Department's original estimates. Lastly, as provided for by the contract documents, they offered a general labor rate (including all overhead) of \$15 per hour, should the City choose to specifically authorize additional services not covered by the Custodial contract. There are a number of potential advantages to extending the contract for another year, including minimizing potential transition costs, ability to lock in pricing ahead of expected fuel escalation costs even in the next few weeks, and general familiarity with the contractor. The City's Purchasing Ordinance allows for this type of extension, and the quotations submitted for the new items were under the estimated costs. Given the uncertainty associated with bidding a contract of this nature, particularly the risk of the low bidder being inexperienced or marginally qualified, this proposal from World Class is reasonable, and appears to be in the best interest of the City. The authorization to award the downtown planter watering item would be contingent upon the DDA providing funding, and it is as yet unknown whether they intend to pursue this again in 2012.

IT IS RECOMMENDED that both the 2012 Ball Field Maintenance (\$26,495) and the 2012 Parks Custodial Services contracts (\$43,250) be awarded to World Class Landscaping & Contracting, Inc., and that authorization be given to exceed these contractual amounts if 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: March 5, 2012

REASON FOR DEADLINE: If Council declines to accept this proposal, bids should be advertised immediately to allow for start of service in early April.

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	\$69,745.00*
	Cost of This Project Approval	\$69,745.00*
	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, should actual needs vary somewhat from approved contract amounts.

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	Parks General Contractual	101-60.756-818.020 (FY 11-12)	\$14,853.75*
	Parks General Contractual	101-60.756-818.020 (FY 12-13)	\$23,256.25*
	Rec. Prog. General Contr.	101-70.756-818.020 (FY 11-12)	\$12,445.00**
	Rec. Prog. General Contr.	101-70.756-818.020 (FY 12-13)	\$14,050.00**
	DDA General Contractual	751-65.691-818.020 (FY 11-12)	\$ 2,035.00***
	DDA General Contractual	751-65.691-818.020 (FY 12-13)	\$ 3,105.00***

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, weekly cleaning of certain shelters.

**Includes ball diamond, sand volleyball court preparatory work as needed and directed by Recreation staff.

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

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering & Public Services . **DATE:** 03/01/12

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: March 5, 2012

**City of Monroe Ball Field Maintenance - 2012 Season
 QUOTATION FOR SERVICES**

Line items 1 through 14 and item 21 unit prices held firm from 2011, other new items for 2012 quoted.

No.	Item	# units	Units	World Class Landscaping	
				Unit Price	Amt.
1	Regular Maintenance of all 4 Adult Ball Diamonds - Munson Park	85.0	DAY	140.00	11,900.00
2	Regular Maintenance of 2 Youth Diamonds - Munson Park	45.0	DAY	75.00	3,375.00
3	Regular Maintenance of 1 Primary Adult Ball Diamond - Roessler Field	45.0	DAY	40.00	1,800.00
4	Regular Maintenance of 3 other Diamonds - Roessler Field	40.0	DAY	75.00	3,000.00
5	Regular Maintenance of 1 Adult Ball Diamond - Cairns Field	25.0	DAY	40.00	1,000.00
6	Regular Maintenance of 1 Adult Ball Diamond - Navarre Field	12.0	DAY	40.00	480.00
7	Regular Maintenance of 1 Adult Ball Diamond - Hellenberg Field	25.0	DAY	10.00	250.00
8	Pre-Season Preparation of all 4 Adult Ball Diamonds - Munson Park	1.0	LS	100.00	100.00
9	Pre-Season Preparation of 2 Youth Diamonds - Munson Park	1.0	LS	75.00	75.00
10	Pre-Season Preparation of 1 Primary Adult Ball Diamond - Roessler Field	1.0	LS	75.00	75.00
11	Pre-Season Preparation of other 3 Diamonds - Roessler Field	1.0	LS	75.00	75.00
12	Pre-Season Preparation of 1 Adult Ball Diamond - Cairns Field	1.0	LS	75.00	75.00
13	Pre-Season Preparation of 1 Adult Ball Diamond - Navarre Field	1.0	LS	75.00	75.00
14	Pre-Season Preparation of 1 Adult Ball Diamond - Hellenberg Field	1.0	LS	75.00	75.00
15	Weekly Nail Dragging of all 4 Adult Ball Diamonds - Munson Park	20.0	DAY	25.00	500.00
16	Weekly Nail Dragging of all 2 Youth Diamonds - Munson Park	15.0	DAY	10.00	150.00
17	Weekly Nail Dragging of 1 Primary Adult Ball Diamond - Roessler Field	20.0	DAY	10.00	200.00
18	Weekly Nail Dragging of 3 other Diamonds - Roessler Field	15.0	DAY	20.00	300.00
19	Regular Maintenance of all Sand Volleyball Courts - Munson Park	20.0	DAY	25.00	500.00
20	Pre-Season Preparation of All Sand Volleyball Courts - Munson Park	1.0	LS	200.00	200.00
21	Grass Mowing - Access Aisles between 4 Adult Fields - Munson Park	25.0	DAY	50.00	1,250.00
22	Post-Season Weed Treatment - Once Per Field as Directed - all Fields	13.0	DAY	80.00	1,040.00
Total					26,495.00

**City of Monroe Parks Custodial Services - 2012 Season
 QUOTATION FOR SERVICES**

Items 1 to 9 unit prices held firm from 2011, #10 is price increase, other new items for 2012 quoted and shown in bold type

No.	Item	# units	Units	World Class Landscaping	
				Unit Price	Amt.
1	Munson Park Playground Restroom Cleaning	184.0	DAY	17.50	3,220.00
2	Munson Park Ball Complex Restroom Cleaning	184.0	DAY	17.50	3,220.00
3	Veterans' Park Restroom Cleaning	184.0	DAY	17.50	3,220.00
4	Saint Mary's Park Restroom Cleaning	184.0	DAY	17.50	3,220.00
5	Hellenberg Park Restroom Cleaning	184.0	DAY	7.50	1,380.00
6	Refuse Collection - Munson Park (1-20 containers)	228.0	DAY	25.00	5,700.00
7	Refuse Collection - Munson Soccer (1-20 containers)	120.0	DAY	16.25	1,950.00
8	Refuse Collection - Other Parks (1-30 containers)	228.0	DAY	50.00	11,400.00
9	Refuse Collection - Riverwalk (1-5 containers)	228.0	DAY	5.00	1,140.00
10	Watering of Flowers in Downtown (1-28 total)	100.0	DAY	40.00	4,000.00
11	Cleaning of Pavilion - Munson Restroom Shelter	40.0	DAY	30.00	1,200.00
12	Cleaning of Gazebo - Munson Park	40.0	DAY	30.00	1,200.00
13	Cleaning of Shelter - Saint Mary's Park	40.0	DAY	30.00	1,200.00
14	Cleaning of Shelter - West Side of Veterans' Park	40.0	DAY	30.00	1,200.00
Total					43,250.00

2011 Ball Field Maintenance Contract Summary

Inv. #	Date	Paid	Description	Cost	Dept. Billed	Munson - 4 Adult Ball Diamonds - \$140.00 each	Munson - 2 Youth Ball Diamonds - \$75.00 each	Rossler #1 Field - \$40.00 each	Rossler #2, #3, #4 Fields - \$75.00 each	Caims - Adult Diamond - \$40.00 each	Navarre Field - Adult Diamond - \$40.00 each	Hellenberg Field - Adult Diamond - \$10.00 each	Mowed Grass between fields - Munson - \$50.00 each	Pitching Machine Setup - Munson Youth - \$10.00 each	Other Work
817	6/24/11	6/30/11	Sand Volleyball (C.O. 2)	\$2,995.00	101-60.756										Change Order 2 only - volleyball
821	7/7/11	6/30/11	June basic services	\$7,215.00	101-60.756	25	17	16	16	5	5	0	4	0	
834	8/1/11	9/5/11	July basic services	\$4,045.56	101-70.756	15	9	8	5	4	1	0	4	0	Also 3 case TP @175.56 total
854	9/1/11	9/19/11	August basic services	\$2,800.00	101-70.756	10	5	5	5	5	0	0	5	0	Change Order 1 only
855	9/6/11	9/19/11	Change Order 1	\$3,776.25	101-60.756										
861	10/2/11	11/7/11	September basic services	\$2,660.00	101-70.756	11	4	4	4	4	0	0	4	0	Change Order 3 only
869	10/10/11	11/21/11	Change Order 3	\$3,325.00	101-70.756										
877	11/1/11	11/21/11	October basic services	\$2,380.00	101-70.756	9	4	4	4	4	0	0	4	0	
806	5/31/11	11/7/11	May basic services**	\$3,825.00	101-60.756	15	3	7	3	3	5	0	4	0	All pre-season prep items incl.
Total - Actual Contract Work				\$33,021.81		85	42	44	37	25	11	0	25	0	
Original Contract Quantity				\$18,575.00		80	30	30	15	15	20	5	0	80	

**Should have been charged to FY 10-11

Summary of Costs per fund	
FY 2010-11	101-60.756 (DPS Parks) \$10,210.00
FY 2010-11	101-70.756 (Recreation) \$0.00
FY 2011-12	101-60.756 (DPS Parks) \$7,601.25
FY 2011-12	101-70.756 (Recreation) \$15,210.56

2011 Parks Custodial Services Contract Summary

Inv. #	Date	Paid	Description	Total Cost	101-60.756 DPS Parks	101-60.468 Forestry	751-65.691 DDA	Munson Playground Restroom Cleaning - \$17.50 / day	Munson Ball Complex Restroom Cleaning - \$17.50 / day	Veterans' Park Restroom Cleaning - \$17.50 / day	St. Mary's Park Restroom Cleaning - \$17.50 / day	Hellenberg Park Restroom Cleaning - \$7.50 / day	Refuse Collection in Munson Park - \$25.00 / day	Refuse Collection in Other Parks - \$50.00 / day	Refuse Collection along Riverwalk - \$5.00 / day	Refuse Collection - Munson Soccer Fields - \$16.25 / day	Watering of Flowers Downtown - \$10.00 / day	Watering of Maple Boulevard Trees - \$15.00 / day	Watering of Downtown (Front) Trees - \$30.00 / day	Watering of Courthouse Trees - \$20.00 / day	Soap - Saint Mary's Park Restroom - \$27.00 lump sum
805	5/31/11	6/20/11	April / May	\$5,733.75	\$5,733.75	\$0.00	\$0.00	33	33	33	33	33	33	33	33	33	33	33	33	33	33
822	7/7/11	6/30/11	June	\$5,812.50	\$5,212.50	\$520.00	\$80.00	30	30	30	30	30	30	30	30	30	30	30	30	30	30
835	8/1/11	8/15/11	July	\$6,000.00	\$5,020.00	\$715.00	\$265.00	31	31	31	31	31	31	31	31	31	31	31	31	31	31
853	9/1/11	9/19/11	August	\$5,809.50	\$5,199.50	\$335.00	\$275.00	31	31	31	31	31	31	31	31	31	31	31	31	31	31
862	10/2/11	11/7/11	September	\$5,475.00	\$4,575.00	\$650.00	\$250.00	30	30	30	30	30	30	30	30	30	30	30	30	30	30
876	11/1/11	11/21/11	October	\$5,420.00	\$4,890.00	\$325.00	\$205.00	31	31	31	31	31	31	31	31	31	31	31	31	31	31
888	11/22/11	12/5/11	November	\$1,665.00	\$1,565.00	\$0.00	\$100.00														
Total - Actual Contract Work				\$35,915.75	\$32,195.75	\$2,545.00	\$1,175.00	186	186	186	186	186	206	206	206	116	46	46	46	46	1
Original Contract Quantity				\$32,970.00	\$30,820.00	\$1,350.00	\$800.00	184	184	184	184	184	207	207	207	0	80	90	0	0	0

Summary of Costs per fund	
FY 2010-11	101-60.756 DPS Parks \$10,946.25
FY 2010-11	101-60.468 Forestry \$520.00
FY 2010-11	751-65.691 DDA \$80.00
FY 2011-12	101-60.756 DPS Parks \$21,249.50
FY 2011-12	101-60.468 Forestry \$2,025.00
FY 2011-12	751-65.691 DDA \$1,095.00

DIVISION K: SUPPLEMENTAL SPECIFICATIONS

CITY OF MONROE BALL FIELD MAINTENANCE 2012 SEASON

1. SCOPE OF WORK:

The City of Monroe wishes to contract for maintenance of ball fields and related work 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 2, 2012. 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.

The City of Monroe may consider extending the contract into 2013 in its sole interest, and if so, such action must be approved by the City Council at a meeting likely held in Winter or Spring 2013. Pricing for 2013 season extension, if considered, will be negotiated between the Contractor and City.

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 85.0 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 items 15 through 18 provide for a payment to be made to the Contractor to nail drag all fields with highest usage level (Munson and Roessler) on a weekly basis. This work can occur simultaneously with the daily maintenance when needed, and these items are to be used to compensate for the **additional** effort needed over and above the normal daily grading activities to perform this more intensive work.

Bid items 19 and 20 provide for the pre-season preparatory work and weekly maintenance needed to maintain the Munson Park sand volleyball courts on a weekly basis for up to 20 weeks as directed by City supervisory staff.

Bid item 21 provides compensation for the Contractor to mow all grass in the access aisles between the four (4) adult diamonds at Munson Park on a weekly basis.

Bid item 22 provides for the contractor to perform post-season weed treatment on each field that is included in the contract, when directed by City supervisory staff.

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 for access to fenced and / or locked areas.

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 throughout the term of the contract.

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 two full weeks prior. 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. A certified check for the equivalent amount made payable to the City of Monroe is acceptable in lieu of bonding, and this check will be held in the Finance Department until fulfillment of all contract obligations.

17. WAGE RATE REQUIREMENTS:

Since this contract is for maintenance activities only, the City's wage 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. For fenced fields, Contractor shall be required to cut grass to the edge of the fences (cut grass within fully enclosed diamonds, or the ends of the foul line fences where they are not fully enclosed). All areas outside of these parameters, including dugouts, around benches, etc., shall be cut by the City's grass contractor. The City plans to run sprinklers for the Munson Park adult diamonds, so this will affect the grass growth in these areas.

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. For unfenced fields, chalk or spray for foul lines shall only be required to the edge of the infield. Field dry to be used shall match existing color of each field unless otherwise directed.

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.

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. Bidders should be made aware that the Monroe Public Schools has access rights to the storage shed at Roessler Field, so the City cannot make any guarantees of availability of storage space nor absolute security at that location.

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.

For the pre-season maintenance pay items, work shall include, but not necessarily be limited to, the following work items not otherwise included in the specifications: screen dragging field, removing leaves from within the fenced areas, and touching up any potholes.

Since the daily maintenance items include mowing, and it is likely that Hellenberg Field will not be used more often than weekly, the Contractor shall, at a minimum, be responsible for mowing and weeding of the field once per week, and will be compensated at the bid rate, even if the field(s) is not scheduled for play.

20. SAND VOLLEYBALL COURT MAINTENANCE REQUIREMENTS:

Under the regular maintenance item, Contractor shall be responsible for breaking up any existing clumps, removing any weeds or other vegetation, removing and refuse or other debris, and grading sand to achieve a uniform surface. If additional sand is found to be necessary to achieve required play surface grades, it shall be clean commercial grade athletic court sand, gradation to be approved by the City if requested. For the pre-season preparation item, work activities will be similar, but expected to be more intensive, and this item will be paid for the first such activity, which must be performed at least one week prior to the expected start of league activities.

21. GRASS MOWING REQUIREMENTS:

Mowing is required as a part of some of the daily field maintenance items, and as a part of the Munson Park ball diamond access aisles item. Mowers are to be set to cut at three (3) inches unless otherwise specified. All areas shall be free of clippings, which shall be removed by blowers, sweeping, or other means. All litter such as paper, cans, bottles, branches, etc. will be picked up and disposed of by the Contractor prior to cutting. All areas will be mowed with major mowing equipment in such a manner as to not cause damage to the turf, sprinklers, etc. Trimming shall be performed as needed with each mowing using nylon cord trimming equipment in any area inaccessible with mowing equipment. This includes fence lines, back stops, under bleachers (if they cannot be moved), and around all obstacles such that a neat, even appearance to the total turf area is achieved. Trimming shall be performed at the same time as mowing. The cost of trimming is included in the overall lawn maintenance price.

22. POST-SEASON WEED TREATMENT REQUIREMENTS:

At the option of the City, the Contractor may be directed to perform post-season weed treatment on any or all of the fields included in this contract, following completion of all season activities. The product used must meet the approval of the City. Payment for this item will be made on a per field basis.

23. BID QUESTIONS:

There is a **MANDATORY pre-bid meeting** that will be held on **Monday, March 19, 2012** 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 21, 2012 via fax. No questions regarding this contract will be answered verbally.

24. 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.

DIVISION K: SUPPLEMENTAL SPECIFICATIONS
CITY OF MONROE PARKS CUSTODIAL SERVICES
2012 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, plus shelter / pavilion cleaning on a weekly basis as directed. 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, should the Downtown Development Authority elect to continue this activity in 2012 as they have done in past years. Lastly, since the City may wish to contract for various additional services throughout the year as needs require and funding allows, per item line bids are sought for landscape mulch and general labor, but these will not be figured as a part of the overall low bid, since their quantities are unknown.

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 2, 2012. Assuming this is done, contractor awarded this work shall commence all daily operations no later than Thursday, April 26, 2012 for restroom cleaning, unless other arrangements are made. The start date for refuse collection is listed at Thursday, April 5, to allow for containers to be collected for the Easter holiday weekend, and if bidder cannot commence this activity by this date, it should be noted on the bid submittal forms. Shelter / pavilion cleaning is generally expected to be performed weekly on Fridays, prior to weekend rentals, and there are additional days built into the contract for occasions where conditions and / or vandalism may prove necessary. 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 26, unless weather conditions cause the City to close restrooms earlier. Trash collection activities are intended to continue through November 18. 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 26 and October 26, inclusive, for restrooms, and 228 calendar days between April 5 and November 18, 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 1 through September 30, with watering performed a baseline of four times per week, with additional waterings as climate dictates and as directed by the City.

The City of Monroe may consider extending the contract into 2013 in its sole interest, and if so, such action must be approved by the City Council at a meeting likely held in Winter or Spring 2013. Pricing for 2013 season extension, if considered, will be negotiated between the Contractor and City.

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 through B-2-3) assume the number of days in the EXPECTED contract term, and include providing the relevant service once per day, weekly, or multiple times per week, 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 the restroom facilities, 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 is 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 throughout the contract term.

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 26, and / or should park usage drop substantially prior to November 18, 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 two full weeks prior. 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. A certified check for the equivalent amount made payable to the City of Monroe is acceptable in lieu of bonding, and this check will be held in the Finance Department until fulfillment of all contract obligations.

17. WAGE RATE REQUIREMENTS:

Since this contract is for maintenance activities only, the City's wage 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 (2-ply, 7500 sheet rolls, no specific brand), liquid dispenser soap (no specific brand, but not merely hand sanitizer), and any other incidental items required to complete regular cleaning and restocking 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

The City is expecting to purchase additional toilet paper to be stored at Munson Park to allow the league directors to re-stock if supplies run low during games. This will be stored in a separate location so as not to risk league directors utilizing the contractor's regular supply. The Contractor will also be provided with secured areas to store their products as well, and this will be separate from this contingency ball storage area. The City is also expecting to purchase additional toilet paper to be stored at Saint Mary's Park to allow for re-stocking during concerts and other special events. Since this supply must be stored in the same storage room as Contractor items, City will notify Contractor upon request prior to special events so that Contractor may relocate items to avoid having their supply inadvertently used.

20. REFUSE COLLECTION REQUIREMENTS:

Bid items 6 through 9 on pages B-2-1 through B-2-3 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 (55 gallon capacity), 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, 6 mil thickness, 2-ply, color black, 55 gallon capacity, and shall be responsible for transportation and disposal of refuse to an off-site location. Contractor is not responsible for spraying any containers for pests. 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 and if 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, and that payment for cans above the maximum of 20 in this line item located adjacent to the Munson Park Soccer complex (including restrooms, fields, and parking areas located north of the Jarbo Drain) will be made as a part of Pay Item 7. 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 within the Munson Park Soccer complex, and these containers will generally only be placed during soccer season. City Supervisory staff will advise when collection of these units is necessary, and when it is, collection will be made daily, from a minimum of 1 to a maximum of 20. Pay item 8 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 9 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.

It is also expected that, from time to time, volunteers may be utilized for park-wide or targeted clean-up, weeding activities, etc., particularly in Veterans' Park. If additional bags of yard waste or general refuse are generated from such activities, Contractor shall not be responsible for pickup, but shall notify City supervisory staff, who will then arrange for pickup.

21. WATERING SPECIFICATIONS:

Pay item 10 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 1 through September 30. This watering must occur at least four days per week throughout this time period, but the pay item includes 100 days, which would allow for an additional 12 days beyond the baseline to be used as directed when climatic conditions dictate. 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 Star 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. Contractor shall be responsible for securing and transportation of water. The use of City Parks facilities for filling water tanks is not permitted.

22. SHELTER / PAVILION CLEANING REQUIREMENTS:

Bid items 11 through 14 on pages B-2-1 through B-2-3 of the contract include weekly cleaning of shelters / pavilions, etc. in four (4) different locations that are often rented to individuals for reserved usage for a fee. Shelter / pavilion cleaning is generally expected to be performed weekly on Fridays, prior to weekend rentals, and there are additional days built into the contract for occasions where conditions and / or vandalism may prove necessary. The locations where pricing must be submitted include the pavilion adjacent to the restrooms in Munson Park (by the playscape and tennis courts), the gazebo to the east of the restrooms in Munson Park, the shelter in Saint Mary's Park, and the shelter on the west side of Veterans' Park (closest to the dam).

For each location, Contractor will be responsible for the collection of all refuse within a 50-foot perimeter of the shelter, realigning any picnic tables into a logical fashion to allow for the shelter's listed capacity to be met, power washing of all walls, picnic tables (including undersides), concrete slabs, and other appurtenances, and other minor related items. City supervisory staff will notify Contractor if additional cleaning is necessary, and this may often happen after weekends where multiple rentals utilize the same shelter, and after any significant acts of vandalism. The Contractor will not be responsible for repairs to any items damaged by park patrons, only for those damaged by actual Contractor negligence in cleaning activities.

23. AS-NEEDED ITEM:

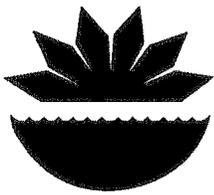
Bid item 15 on page B-2-4 should be provided by all bidders as a contingent item, although it will not be figured into the base bids, as it is an item the City may wish to perform throughout the year as needs require and funding allows, but the actual quantity is unknown. The labor rate item should be listed should the City desire additional general (unskilled) labor for activities not defined in the contract to supplement its own operations. This could include, but may not necessarily be limited to, mulch spreading, refuse collection, minor repairs to play equipment, fencing, etc., painting, and other such tasks. Labor rate should include all overhead costs, as this will be the only rate paid for work activities. The City will commit to scheduling these activities at least 24 hours in advance, subject to a 4-hour minimum work period unless a lesser time frame or notification period is agreed to by the Contractor.

24. BID QUESTIONS:

There is a **MANDATORY pre-bid meeting** that will be held on **Monday, March 19, 2012** 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 21, 2012 via fax. No questions regarding this contract will be answered verbally.

25. 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 COUNCIL AGENDA FACT SHEET

RELATING TO: Resolution of Support for the Custer National Monument and Museum Proposal

DISCUSSION: The General George Armstrong Custer story has long been a focal point of our Monroe area history. The Monroe County Historical Museum has an unparalleled collection of Custer memorabilia and historically significant artifacts. The collection includes a flag he used at Gettysburg in the Civil War, gear he used in camp, personal furnishings from his home, and numerous photographs and written materials. The Custer Civil War Monument and Equestrian Statue, "Sighting the Enemy" is a historic piece that has served as a famous landmark in Monroe since its dedication by U.S. President William Howard Taft in 1910. The Monument was granted to the people of Monroe by the State of Michigan to honor Custer and his fellow soldiers' service to our country in the Civil War. These assets provide the Monroe Community the opportunity to tell the Custer story to a larger national audience through designation as a National Monument.

The President of the United States can establish National Monuments by executive order through authority granted in the Antiquities Act of 1906. The Act authorizes the President to proclaim "*historic landmarks, historic and prehistoric structures, and other objects of historic or scientific interest*" as National Monuments. This power has been utilized by 16 different presidents since the program began and was most recently used by President Obama in designating Fort Monroe in Virginia as a National Monument. The Creation of a Custer National Monument and Museum as a second unit of the National Park System in Monroe would create a parallel and highly complementary opportunity to enrich, elevate and promote our local and national history.

To gain the attention of our federal legislators, the National Parks Service and ultimately the President of the United States; it is essential to demonstrate strong, unified local and state support for the Custer National Monument and Museum proposal. The Monroe County Historical Society has taken on the challenge of organizing and documenting support from the local governments, agencies and organizations in the Monroe community, and then submitting the most attractive proposal possible to our federal legislative delegation. As is evident in the current debate occurring at the national level, the federal government is not in a financial position to take on significant new commitments. Therefore, any package submitted with this proposal will also need to include a monetary pledge for initial start up, operations and maintenance. Monroe County has committed to appropriate \$200,000 per year in their budget for ten years to be used as an annual contribution toward the National Park Service budget for the Custer National Monument and Museum. The Monroe County Historical Society has recommended a minimum contribution of \$5,000 per year from the City for a perpetual care and maintenance fund.

Historic tourism and other activities that would be generated by the proposed Custer National Monument and Museum could create an influx of visitors to downtown Monroe and the surrounding areas with predictable economic development benefits. As noted in research by Michigan State University researcher Daniel Stynes: "*Tourism industries are labor and income intensive, translating a high proportion of sales into income and jobs.*" Realistic assumptions for spending by tourists are estimated at around \$170/day for those staying overnight in a hotel and \$67/day for day visitors. Further developing and marketing our historic and cultural tourism resources can translate in real economic activity. The features included in this proposal, combined with our other community amenities, such as the National Battlefield, State Park, Heritage Trail, etc. could make the difference between a quick stop and an all-day or overnight stay. Therefore, there is an indirect "pay-back" in the form of enhanced economic activity for investments in our museum and other historic and cultural amenities.

Based on the discussions at the City Council work sessions on February 6th and 27th, a resolution of support was drafted that supports and endorses the development of the Custer National Monument and Museum, commits to making the Custer Civil War Monument and Equestrian Statue available to the National Parks Service through a long-term lease or other access and management agreement with the understanding it would remain in perpetuity within the City of Monroe, and affirms the City's commitment to establish a perpetual maintenance fund with a minimal annual contribution of \$5,000 until a self-sustaining endowment is achieved.

IT IS RECOMMENDED that City Council adopt the Resolution of Support Extending a Partnership Offer and Financial Assistance to the National Park Service in the Creation of the Custer National Monument and Museum.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: March 5, 2012

REASON FOR DEADLINE: Preparation of package for submittal to State and Federal legislators

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N.A.

INITIATED BY: Monroe County Historical Society

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Mayor and Manager's Office, Department of Economic and Community Development

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 0
	Cost of This Project Approval	\$ 0
	Related Annual Operating Cost	\$ 5,000.00
	Increased Revenue Expected/Year	\$ 0

* Property will become tax exempt

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

Budget Approval: _____

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

DATE: 03/01/12

REVIEWED BY: George A. Brown, City Manager



DATE:

COUNCIL MEETING DATE: March 5, 2012

Resolution 12-##

Resolution of the City of Monroe, Monroe County, Michigan

**Extending a partnership offer and financial assistance to the
National Park Service in the creation of the**

Custer National Monument and Museum

WHEREAS, General George Armstrong Custer and his wife Elizabeth “Libbie” Bacon called Monroe, Michigan home for most of their lives; and,

WHEREAS, the George Armstrong Custer story and legacy is a substantial component of National History, which illustrates a wide range of the elements of culture, attitudes, beliefs and valor for America’s native and non-native inhabitants, during a remarkably dynamic era; and,

WHEREAS, in 1910 the State of Michigan commissioned and placed an extraordinary statue and work of art within the City, as a monument to Custer’s Civil War service, leadership and valor, which was personally dedicated in a nationally-followed ceremony led by President William Howard Taft and Elizabeth “Libbie” Bacon; and,

WHEREAS, the nationally renowned Custer Civil War Monument and Equestrian Statue, “Sighting the Enemy” was entrusted to the people of the City of Monroe with the obligation to guard and keep it to honor Custer and his fellow soldiers for their service to our country; and,

WHEREAS, the people and institutions within the City of Monroe and the larger Monroe County Community have long and successful experience in developing partnerships in order to undertake significant initiatives for the preservation, protection and sharing of its historical assets, which are of local, state and national importance and prominence, including the recently designated River Raisin National Battlefield Park; and,

WHEREAS, the Monroe County Historical Society has introduced and proposed a community partnership to develop, support and implement the actions necessary to achieve the Federal designation of a Custer National Monument and Museum.

THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of Monroe, Michigan hereby support and endorse the initiative proposed by the Monroe County Historical Society for the development and Federal designation of the Custer National Monument and Museum and the participation of the proposed local, state and federal partners to further develop its details; and,

BE IT FURTHER RESOLVED, that as a contribution to fulfilling the objectives of that initiative, the Mayor and City Council support the proposal that the City of Monroe would make available through a long-term lease or other acceptable access and management agreement, the Custer Civil War Monument and Equestrian Statue, "Sighting the Enemy" to our fellow Citizens of the United States as a component of the Custer National Monument and Museum, if so designated, with the understanding the Monument would be maintained in perpetuity within the City of Monroe; and,

BE IT FURTHER RESOLVED, that the City of Monroe, working with the National Park Service and/or other designated federal agencies, will participate in the development of an agreement which will include appropriate terms to ensure the City's responsibilities and commitment for the perpetual maintenance of the Monument to include a minimum financial commitment of \$5,000.00 annually until a self-sustaining endowment is achieved.

Motion:

Seconded By:

Ayes:

Nays:

Absent:

RESOLUTION DECLARED ADOPTED

I, Charles D. Evans, City Clerk-Treasurer of the City of Monroe, County of Monroe, State of Michigan, do hereby certify that the foregoing is an exact copy of a Resolution adopted by the City Council of said City, at a regular meeting thereof held on the 5th day of March 2012.

Charles D. Evans
City Clerk-Treasurer