
RULE OF THE CHAMBER

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

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

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

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

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

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

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

**AGENDA - CITY COUNCIL REGULAR MEETING
MONDAY, APRIL 16, 2012
7:30 P.M.**

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

The Pledge of Allegiance will be lead by Girl Scout Troop no. 21593.

IV. PRESENTATION.

C&D Hughes, Inc., related to the company's claim for payment for infrastructure construction.

V. PROCLAMATION.

64 Earth Day – April 21, 2012

VI. PUBLIC HEARING.

53 Public hearing to hear public comments on proposed Ordinance No. 12-003, an ordinance to adopt the Fiscal Year 2012-2013 Budget for the City of Monroe. There are no comments on file in writing in the Clerk-Treasurer's Office.

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

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

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

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

- 59 Public hearing to hear public comments on the special assessment roll for the expenses of unpaid weeds & grasses cutting fees where the owners have failed to pay for same. There are no comments on file in writing in the Clerk-Treasurer's Office.
- 60 Public hearing to hear public comments on the special assessment roll for the expenses of unpaid sidewalk fees where the owners have failed to pay for same. There are no comments on file in writing in the Clerk-Treasurer's Office.
- 65 Public hearing to hear public comments on the Fiscal Year 2012-13 Community Development Block Grant Annual Action Plan. There are no comments on file in writing in the Clerk-Treasurer's Office.

VII. COUNCIL ACTION.

- 53 Proposed Ordinance No. 12-003, an ordinance to adopt the Fiscal Year 2012-2013 Budget for the City of Monroe, up for its final reading.

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

- A. Approval of the Minutes of the Work Session held on March 19, 2012, the Minutes of the Work Session held on March 21, 2012, the Minutes of the Work Session held on March 22, 2012, the Minutes of the Work Session held on April 2, 2012 and the Minutes of the Regular Meeting held on April 2, 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.
- 65 FY 2012-13 Community Development Block Grant Annual Action Plan.
 - 1. Communication from the Director of Economic & Community Development, submitting the Community Development Block Grant Annual Action Plan for Fiscal Year 2012 as required by the Department of Housing and Urban Development (HUD), and recommending that Council approve the proposed FY 2012-13 Community Development Block Grant Annual Action Plan, following a public hearing to seek comments on the Plan.
 - 2. Supporting documents.
 - 3. Action: Accept, place on file and the recommendation be carried out.
- 66 Macomb Street Bridge Rehabilitation – Temporary Relocation of Fiber Optic Cable for Monroe Public Schools.
 - 1. Communication from the Director of Engineering & Public Services, submitting a “design-build” professional services contract to temporarily relocate the fiber optic cable that provides the backbone for the daily network operations for Monroe Public Schools, and recommending that Council award a “Design-Build” contract for the relocation of the Monroe Public Schools fiber optic cable to Advanced Communications Incorporated in the amount of \$15,562, and that a total of \$18,000 be encumbered to include a 15% project contingency, and further recommending that the Director of Engineering & Public Services be authorized to execute the agreement on behalf of the City of Monroe.
 - 2. Supporting documents.
 - 3. Accept, place on file and the recommendation be carried out.
- 67 2012 Sanitary Sewer Rehabilitation Program – Change Order Award.
 - 1. Communication from the Director of Engineering & Public Services, submitting a request for a change order to the 2012 Sanitary Sewer Rehabilitation Program, and recommending that Council award a change order to the 2012 Sanitary Sewer Rehabilitation Program contract to Lanzo Lining

Services, Inc. in the amount of \$70,180, and that a total of \$77,000 be encumbered to include a 10% project contingency, and further recommending that the Director of Engineering & Public Services be authorized to execute the change order on behalf of the City of Monroe, and that the Finance Director be authorized to make any necessary transfers to provide for this contract funding and 10% engineering costs.

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

68 Fiber Optic Network Project.

1. Communication from the Finance Director, reporting back on bids received for the Fiber Optic Network Project to correct the slow network speeds that the remote locations to city hall have been experiencing, and recommending that Council approve the Fiber Optic Network Project as described and authorize the Mayor and Clerk-Treasurer to sign any agreements on behalf of the City, that the project approval include approving the Fiber Use Agreement with Monroe Public Schools, approving the bid from Amcomm Telecommunications in the amount of \$63,175 with a total amount to be encumbered of \$72,651 to include a 15% contingency, approving the bid from LSI in the amount of \$11,325 for the needed network switches, approval of the DTE make ready costs in an amount not to exceed \$6,637, and approval of an agreement with ACI in the amount of \$5,376 to connect the school fiber to the city fiber.
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out.

69 Heat Exchanger for Compressor System at Multi-Sports Complex.

1. Communication from the Finance Director, reporting back on bids received to replace the heat exchanger for the compressor system at the Monroe Multi-Sports Complex, and recommending that Council approve the proposal from Cimco Refrigeration in the amount of \$18,890 with a total amount \$20,779 to be encumbered to cover contingencies, and further recommending that a transfer from General Fund Contingency in the amount of \$20,779 be approved to cover the cost in the Multi-Sports Complex budget.
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out.

70 Food Concession Operations for the 2012 Summer Entertainment Series in St. Mary's Park.

1. Communication from the Recreation Manager, reporting back on bids received for the food concession operation for the 2012 Summer Entertainment Series in St. Mary's Park, and recommending that Council approve entering into an agreement with Cravings, Inc. for the operation of the Summer Entertainment Series Concession, beginning June, 2012 and ending in August, 2012 subject to the agreement being approved by the City Attorney. The agreement makes provision that the agreement may be extended annually up to five (5) additional years if services are rendered satisfactorily in 2012.
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out.

71 Assessment Roll – Rental Property.

1. Communication from the Clerk-Treasurer, submitting a proposed resolution authorizing the City Assessor to spread the special assessment roll for the expenses of rental property inspection fees on the 2012 summer tax roll, and recommending that the resolution be adopted and the charges be placed on the Summer 2012 Tax Roll.

2. Supporting documents.
 3. Accept, place on file and the resolution be adopted.
- 72 Assessment Roll – Blight Removal.
1. Communication from the Clerk-Treasurer, submitting a proposed resolution authorizing the City Assessor to spread the special assessment roll for the expenses of blight removal fees on the 2012 summer tax roll, and recommending that the resolution be adopted and the charges be placed on the Summer 2012 Tax Roll.
 2. Supporting documents.
 3. Accept, place on file and the resolution be adopted.
- 73 Assessment Roll – Snow Removal.
1. Communication from the Clerk-Treasurer, submitting a proposed resolution authorizing the City Assessor to spread the special assessment roll for the expenses of snow removal fees on the 2012 summer tax roll, and recommending that the resolution be adopted and the charges be placed on the Summer 2012 Tax Roll.
 2. Supporting documents.
 3. Action: Accept, place on file and the resolution be adopted.
- 74 Assessment Roll – Demolition Fees.
1. Communication from the Clerk-Treasurer, submitting a proposed resolution authorizing the City Assessor to spread the special assessment roll for the expenses of demolition fees on the 2012 summer tax roll, and recommending that the resolution be adopted and the charges be placed on the Summer 2012 Tax Roll.
 2. Supporting documents.
 3. Action: Accept, place on file and the resolution be adopted.
- 75 Assessment Roll – Weeds and Grasses.
1. Communication from the Clerk-Treasurer, submitting a proposed resolution authorizing the City Assessor to spread the special assessment roll for the expenses of cutting weeds and grasses fees on the 2012 summer tax roll, and recommending that the resolution be adopted and the charges be placed on the Summer 2012 Tax Roll.
 2. Supporting documents.
 3. Action: Accept, place on file and the resolution be adopted.
- 76 Assessment Roll – Sidewalk Repair.
1. Communication from the Clerk-Treasurer, submitting a proposed resolution authorizing the City Assessor to spread the special assessment roll for the expenses of sidewalk repair and grasses fees on the 2012 summer tax roll, and recommending that the resolution be adopted and the charges be placed on the Summer 2012 Tax Roll.
 2. Supporting documents.
 3. Action: Accept, place on file and the resolution be adopted.
- 77 Wastewater Treatment Plant Improvements – Phase III Financing.
1. Communication from the Finance Director, submitting two (2) proposed resolutions, one requesting County assistance, one approving a contract and notice and an Act 342 Financing Contract for the Wastewater Treatment Plant Improvements, and recommending that Council approve the

resolutions and contract referenced for the financing of the phase III improvements at the Wastewater Treatment Plant.

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

IX. MAYOR'S COMMENTS.

X. CITY MANAGER COMMUNICATION.

XI. COUNCIL COMMENTS.

XII. CITIZEN COMMENTS

XIII. ADJOURNMENT.

PROCLAMATION

WHEREAS, Earth Day is a day to bring awareness and appreciation for the Earth's natural environment; and

WHEREAS, this year marks the 42nd anniversary of the first Earth Day observance; and

WHEREAS, local communities can do a great deal to reverse environmental degradation and contribute to building a healthy society by *Going Green* and finding new ways to conduct business more efficiently and environmentally friendly; and

WHEREAS, the IHM Motherhouse is transforming their Monroe campus into a learning lab for sustainable living by partnering with DTE Energy and installing a 518 kilowatt solar panel array on their campus; and

WHEREAS, 14 Monroe County schools have received official *Michigan Green School* status recognition from the State of Michigan for their conservation efforts, and

WHEREAS, the Monroe County Environmental Fund Grant Program provided funding to 6 projects in the past year which included community gardens, river clean ups, school recycling and outdoor environmental education; and

WHEREAS, Monroe residents are encouraged to protect and preserve the environment and participate in Earth Day activities and discover ways to live a *greener* life, and

WHEREAS, this Mayor and City Council are extremely proud and honored to share in this celebration observing Earth Day and would like to thank all of the contributing sponsors for sponsoring Earth Day 2012.

NOW, THEREFORE, I, Robert E. Clark, Mayor of the City of Monroe, with the full support of City Council, do hereby proclaim April 21, 2012, as "**EARTH DAY**" in Monroe, and we encourage all residents and businesses to participate in Earth Day activities and join in protecting our planet ensuring clean air and water for all generations to come.

IN WITNESS WHEREOF, We have hereunto set our hands and caused the Seal of the City of Monroe to be affixed this 16th day of April 2012.

Council Members:

Robert E. Clark, Mayor

Jeffery A. Hensley, Precinct 1

Jerry McKart, Precinct 2

Christopher M. Bica, Precinct 3

Jeremy J. Molenda, Precinct 4

James R. Kansier, Precinct 5

Brian P. Beneteau, Precinct 6



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: FY 2012-13 Community Development Block Grant Annual Action Plan

DISCUSSION: The City of Monroe has been informed by the Department of Housing and Urban Development (HUD) that its estimated award in Community Development Block Grant (CDBG) funds for the fiscal year beginning July 1, 2012 is \$410,773. In addition to these funds, the city will be carrying over approximately \$50,227 in unused funds from the previous fiscal year (July 1, 2011 – June 30, 2012). As required by HUD, the City of Monroe prepared an Annual Action Plan detailing the proposed use of the funds described above. Each activity listed complies with federal regulations established by HUD and follows strategies and goals set forth in the previously approved Five Year (2010-2015) Consolidated Plan.

This agenda item is being submitted to allow for approval of the 2012-13 Annual Action Plan for the City of Monroe’s CDBG Program, with the proposed budget detailed below. The activities proposed and funding allocations are as follows:

Arthur Lesow Community Center – Continue improvements to this public facility	\$150,000
FIX Program – Rehabilitate homes for income eligible residents	\$150,000
Vacant Building Demolition – Demolish vacant, deteriorated residences in the City of Monroe	\$15,000
Hellenberg Field Plan - Contract with a firm to design Hellenberg Field to maximize its utility for neighborhood residents and to make it cohesive with the River Raisin National Battlefield Park	\$8,500
Paula’s House Services – Assist this facility with the program costs of a transition shelter for women	\$7,500
Salvation Army Warming Shelter – Assist this facility with staff costs at a shelter for the homeless	\$7,500
Foreclosure and Homelessness Prevention – Contract with Legal Services of South Central Michigan to provide legal counsel to city residents faced with homelessness through foreclosure or eviction	\$7,500
Lead-based Paint Remediation – Cooperate with the State and the Monroe County Health Department in the remediation of lead hazards in homes with young children who have been tested to show elevated levels of lead in their blood	\$5,000
Fair Housing Testing – Contract with a regional Fair Housing Center to provide complaint-based testing	\$5,000
Recreation Services – Fund recreation services for low- and moderate-income children	\$2,000
Code Enforcement – Increase efforts to eliminate blight in the city’s low- and moderate-income neighborhoods	\$50,000
Planning and Administration – Fund staff required to carry out the activities described in this plan	\$50,000
Section 3 Compliance – Contract with MCOP who will provide services to ensure compliance with this federal program intended to ensure CDBG funds economically impact low- and moderate- income residents	\$3,000
Total CDBG Funds	\$461,000

IT IS RECOMMENDED that City Council approve the proposed FY 2012-13 Community Development Block Grant Annual Action Plan, following a public hearing to seek comments on the Plan.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: May 2012

REASON FOR DEADLINE: Plan must be approved before start of fiscal year

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Economic and Community Development

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Dept. of Economic and Community Development, Engineering Department, Paula's House, Salvation Army, Monroe County Opportunity Program, Low/moderate Income residents as well as citizens of Monroe as a whole.

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 461,000
	Cost of This Project Approval	\$ 461,000
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ *

*Exact revenue is unknown, as it depends largely on future increases in valuation to homes assisted with CDBG programs

SOURCE OF FUNDS:	<u>City</u>	Account Number	Amount
			\$ N/A
	<u>Other Funds</u>	Community Development Block Grant	\$ 461,000

Budget Approval: _____

FACT SHEET PREPARED BY: Matt Wallace, City Planner

DATE: April 9, 2012

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

DATE: April 10, 2012

COUNCIL MEETING DATE: April 16, 2011



Other Narrative

Proposed Budget for FY 2012

CDBG Activities	\$461,000
FY2012 Estimated Allocation	\$410,773
Administration	\$58,000
Public Services	\$2,000
Public Facilities	\$108,273
Housing Rehab	\$155,000
Homelessness Prevention	\$22,500
Blight Reduction	\$65,000
FY2011 Carryover	\$50,227
Public Facilities	\$50,227

Administration

Fair Housing Testing **\$5,000**

These funds will pay for contracting with a local Fair Housing Center to provide complaint-based testing to ensure fair housing within the city.

Performance Measurements

Provide testing in response to 8 complaints, in addition to education

Section 3 Compliance **\$3,000**

The City of Monroe will hire Monroe County Opportunity Program to carry out activities related to Section 3 compliance.

Performance Measurements

This activity is expected to allow the City of Monroe to comply with Section 3 requirements, meaning approximately \$27,000 in contracts or subcontracts would be awarded to Section 3 business concerns

General Administration **\$50,000**

These funds will pay for the general administration of the programs located in this year's action plan.

Public Services

Recreation Services

\$2,000

These funds will be used for the provision of improved recreational opportunities for low- and moderate-income children in a park at the Greenwood development, a public housing complex in the City of Monroe.

Performance Measurements

This program is expected to assist approximately 180 children.

Public Facilities

Arthur Lesow Community Center

\$150,000

Make improvements to this community center serving a low- and moderate-income neighborhood, which will include bringing its kitchen up to code and functional for use at events in the building's gymnasium. If sufficient funds are available, it will also be used to make improvements to other parts of the facility

Performance Measurements

This activity allows continued operation of this community center which is vital to a low- and moderate-income neighborhood of approximately 1,400 residents.

Hellenberg Field Plan

\$8,500

Draft plans for this city park located in a low- and moderate-income neighborhood such that it will serve the residents and also make use of the grounds' historical value as a site for the Battle of the River Raisin.

Performance Measurements

Execution of plan documents for the park

Housing Rehab

FIX Program

\$150,000

Offer grants of up to \$25,000 to low- and moderate-income residents for necessary repairs to their homes.

Performance Measurements

6 units will be rehabilitated.

Lead-Based Paint Reduction

\$5,000

Homes of low-moderate income residents with children who are found to have elevated levels of lead in their blood will be made lead safe. CDBG funds will be used to address potential hazards in the home which cannot be addressed with state funds.

Performance Measurements

1 home will be made lead safe for low-moderate income families

Homelessness Prevention

Paula's House Services

\$7,500

Assist with the staffing costs and services provided by this facility providing shelter for women at risk of homelessness as they transition from incarceration and deal with substance abuse issues

Performance Measurements

6 women will be allowed to avoid homelessness

Salvation Army Warming Shelter

\$7,500

Assist with the staffing costs, allowing this facility that provides shelter for the homeless to remain operational

Performance Measurements

Provide shelter to 82 homeless over the course of the winter

Foreclosure and Homelessness Prevention

\$7,500

Contract with a legal firm that will provide counsel to low- and moderate-income residents faced with foreclosure or eviction

Performance Measurements

It is expected this service will assist 250 LMI residents

Blight Reduction

Code Enforcement

\$50,000

The city's Building Department will be increasing efforts to arrest deterioration of low- and moderate-income areas within the city by taking an aggressive approach to eliminate blight and code violations that negatively impact the city

Performance Measurements

48% (approximately 10,000 residents) of the city's population is located within low- and moderate-income areas and it is expected neighborhood conditions will be improved for this population

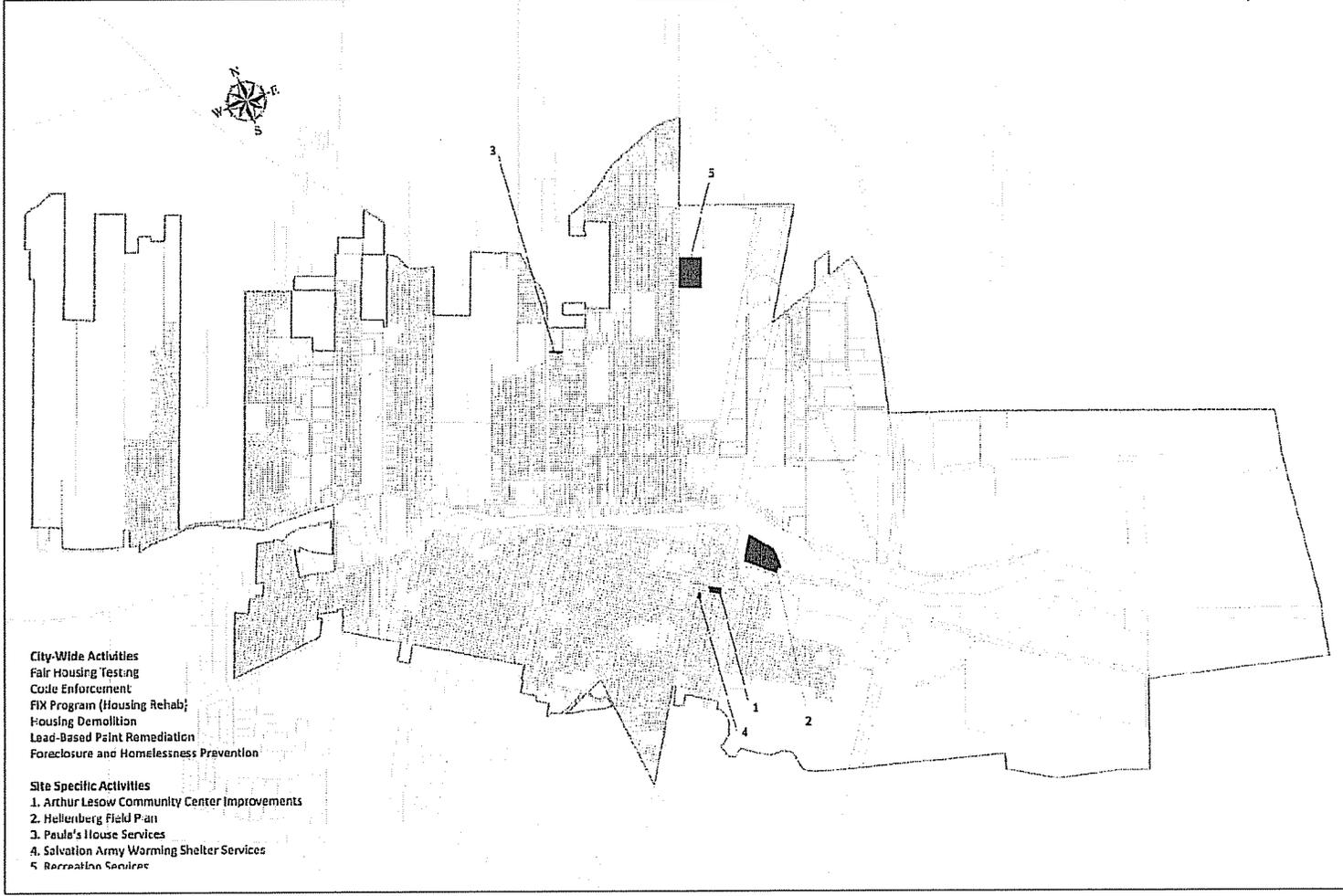
Housing Demolition

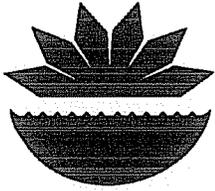
\$15,000

Demolish housing that has become a threat to public safety and is a blight on its surrounding neighborhood.

Performance Measurements

Demolish (2) two homes that have become dangerous buildings





CITY COUNCIL AGENDA FACT SHEET

RELATING TO: MACOMB STREET BRIDGE REHABILITATION – TEMPORARY RELOCATION OF FIBER OPTIC CABLE FOR MONROE PUBLIC SCHOOLS

DISCUSSION: On December 19, 2011, the City Council awarded a contract to E.C. Korneffel of Trenton, Michigan for the rehabilitation of the Macomb Street Bridge over the River Raisin. This work was funded through a dedicated millage approved by City voters in 2009. While this project was expected to be underway by now, significant utility relocation issues have surfaced. One of them is related to the permanent relocation of numerous AT & T cables that traverse the bridge, and while their work is not expected to result in any out-of-pocket costs to the City, completion is projected to occur sometime between July 1 and August 31. While we are continually trying to press AT & T for swifter resolution to this issue, it now appears that significant further delays are likely, particularly given the labor-intensive switch-over of their circuitry.

The other utility relocation issue is related to the temporary relocation of the fiber optic cable that provides the backbone for the daily network operations for Monroe Public Schools. This cable utilizes a duct under the east sidewalk of the existing bridge, and links the Arborwood Schools complex and Administration Building to the Junior High School and other facilities to the west, including the link to the Intermediate School District to the west. This facility was authorized by the City under a right-of-way permit nearly ten (10) years ago, and while it is technically revocable at any time, simply severing of this facility without making provisions for relocation would have a pronounced impact on the daily operations of the entire Monroe Public School system. As such, after discussions with the school system and multiple site meetings to review alternate routing locations, we solicited the attached quotation from Advanced Communications Incorporated (ACI) for a "design-build" professional services contract to complete all work. ACI is the sole vendor used by the school system, so to respect their desires for familiarity of the system, we are treating this as a sole source professional services selection, as we also have a high degree of confidence in their abilities. The routing will require permission from two private property owners, the Monroe Executive Centre and Christ Lutheran Church, and both have given verbal permission for the routing on a conceptual basis. Formal written permission will be sought once the design drawings are available, and revisions will be made if necessary based on feedback from either party.

The total quotation of \$15,562.00 appears reasonable, given that the crossing must be located one block east of the bridge to avoid risk of damage from and conflict with overhead construction equipment. Ordinarily, we would be asking the utility owner to bear the full cost of relocation of their facility. However, given the highly cooperative relationship we have with Monroe Public Schools on our own fiber backbone project (also on this agenda for approval) to connect our facilities where they are allowing us to use some of their unused fiber to save costs for our work, we are willing to shoulder at least some of the relocation costs on their behalf for this project. In order to keep the project work on track, we would like to award this at this time as a City contract assuming we are paying the full amount, and we will attempt to negotiate the appropriate level of reimbursement from the schools at a later date, which is initially proposed at 50% by the Finance Director.

IT IS RECOMMENDED that the City Council award a "Design-Build" contract for the relocation of the Monroe Public Schools fiber optic cable to Advanced Communications Incorporated in the amount of \$15,562.00, and that a total of \$18,000 be encumbered to include a 15% project contingency. **IT IS FURTHER RECOMMENDED** that the Director of Engineering and Public Services be authorized to execute the agreement 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: Relocation activities could take as long as 2-3 months, depending on cooperation from private property owners in reviewing the final design.

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, Monroe Public Schools

FINANCES

COST AND REVENUE PROJECTIONS:		
	Cost of Total Project	\$2,70,664.60*
	Cost of This Project Approval	\$18,000**
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

*Includes all previously-approved costs for the Macomb Street Bridge project, plus this award.

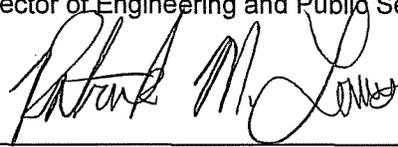
**Includes this award with 15% contingency.

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	Macomb Street Bridge	401-95.449-818.020 11C03	\$18,000
	<u>Other Funds</u>		

Budget Approval: _____

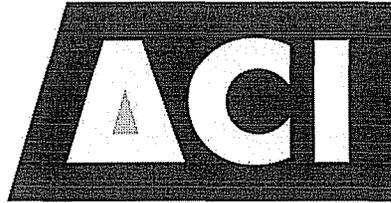
FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 04/11/12

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: April 16, 2012



**Advanced
Communications
Incorporated**

**5711 Research Drive
Canton MI 48188
734-467-8121 Voice 734-480-1531 Fax**

Proposal

City of Monroe

FOR

Macomb St Bridge Temporary Reroute

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Prepared for: Patrick Lewis
City of Monroe
Prepared by: David Puvalowski
Advanced Communications, Inc.
Date 04/06/12

PROPOSAL

Proposed To:
City of Monroe

Date: April 6, 2012
Submitted To:
Patrick Lewis

Project:
Macomb St. Bridge Temporary Reroute

Project #:
2012-0233

SCOPE OF WORK

Advanced Communications, Inc. (ACI) proposes to supply labor and materials to temporarily reroute the Monroe Public Schools 36 strand single mode fiber optic cable located in the Macomb Street Bridge. The temporary route will be an aerial span approximately 250 feet to the east. A temporary conduit will be placed from the existing vault on the south side of the river to an existing DTE pole this conduit will be attached to the back of the parking guard rail. A new pole will be placed on the north side of the river in the south west corner of the church parking lot. An aerial span across the river will be placed from the DTE pole to this pole with new anchors placed at each pole. From the pole new pole conduit will be placed along the concrete wall back to the Macomb Street Bridge. A new vault will be place on the north end of the bridge in the sidewalk.

Upon completion of the new bridge construction the temporary reroute will be removed and the fiber placed in the new conduits within the bridge.

PRICE SCHEDULE:

Temporary Reroute Installation.....	\$11,740.00
Removal of Temporary Reroute.....	\$3,822.00
Project Total	\$15,562.00

TERMS: Net 30

ACCEPTANCE:

Project:
Macomb St. Bridge Temporary Reroute

Quote#:
2012-0233

This proposal is hereby accepted in accordance with the terms and conditions stated herein.

Submitted By: _____

Accepted By: _____

Date: _____

David Puwalowski
Advanced Communications Inc
OSP Manager

Authorized Agent,
City of Monroe

GENERAL CONDITIONS

ACCEPTANCE OF ORDER

Orders accepted by ACI may not be canceled or deferred without ACI's consent in writing and then only under terms that will indemnify us against all losses.

WORKMANSHIP AND DELIVERY

All work shall be completed in a professional manner and in accordance with job specifications as set forth in this document, customer's specifications and drawings, local codes, common trade practices, specific job site conditions, National Electrical Code, and IEEE. All materials delivered to the customer's site shall become the property of the customer at the time of delivery.

DAMAGES, DELAYS AND REPAIRS

ACI agrees to take responsibility for any damages, delays or costs resulting from performance or non-performance of the accepted proposal. The customer agrees to extend deadlines for delays that are beyond ACI's control, to include but not limited to, material availability. The customer agrees to notify ACI of any damage, delays, malfunctioning component, non-functional component or non-performance, and allow a reasonable amount of time to make the necessary corrections or recompense. Furthermore, ACI shall not be held responsible for damages resulting in the customer's failure to notify ACI of needed corrections, delays or damages that are due to third parties, or acts of God. ACI assumes that all preparatory work necessary for the completion of the scope of work described herein will be completed in a timely manner as not to delay ACI's progress. ACI assumes that the entire scope of work will be completed in an uninterrupted sequence so as not to cause additional man-hours to be spent and that any such delays will result in an additional charge to the customer.

OBSTRUCTIONS

All ACI pricing, proposals and quotations assume reasonable access and clearance through the earth, cable path(s) such as but not limited to the following: hollow walls, raceways, new and existing conduit, ceilings, basements, cable trays and building structure. Furthermore, obstructions, visible or hidden (i.e. insulation, inadequate conduit capacity, grouted blocks, concrete, rock and atypical structural members, etc.) may result in additional charges.

INSURANCE

ACI agrees to file with the customer, satisfactory evidence that ACI has in effect and is maintaining in force, Workmen's Compensation and Public Liability Insurance with limits of not less than Five Hundred Thousand Dollars for each person and One Million Dollars for each occurrence and; ACI shall provide a current certificate to the customer.

WARRANTIES

The manufacturer warrants materials and equipment. ACI shall not accept any liability beyond the warranty extended by the manufacturer. Any labor costs for replacement of the defective equipment not covered by the equipment manufacturer will be the responsibility of the customer. ACI will cover any defects in installation for a period of one (1) year from the completion date of the installation. Damages or repairs resulting from misuse, neglect, are not covered by the warranty. ACI makes no warranties for network design or functionality unless otherwise stated in this proposal. This warranty covers only the connectors in this system. ACI makes no extension of the warranty conditions to the actual fiber that existed in the system before this project.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: 2012 SANITARY SEWER REHABILITATION PROGRAM – CHANGE ORDER AWARD

DISCUSSION: The City Council awarded a contract for the 2012 Sanitary Sewer Rehabilitation Program on January 17, 2012. The base contract consists of rehabilitation using Cured-in-Place Pipe (CIPP) liner for approximately 0.7 miles of sanitary sewers including the following locations:

- Location A: Front Street between Cass Street and Macomb Street (1240 LFT of 30" x 36" brick sewer)
- Location B: Maple Avenue between E. Lorain Street and Scottwood Avenue (640 LFT of 10" sewer)
- Location C: Reisig Street between the south end and E. Seventh Street (1090 LFT of 10" sewer)
- Location D: Dam #1 in River Raisin – behind Water Filtration Plant (495 LFT of 21" sewer)
- Location E: Dam #6 in River Raisin – east of Winchester Street (310 LFT of 42" sewer)

The contractor for the work, Lanzo Lining Services, Inc. of Deerfield Beach, Florida (with local office in Roseville, Michigan), was awarded the contract in the amount of \$406,214.00, and they have already completed nearly all work on Locations B and C, with work underway on Location A as well. The overall completion date for all work is June 30, 2012. Thus far, our experience with them has been very positive.

Two (2) additional project locations have come to the attention of the Wastewater Department as potentially benefitting from this rehabilitation process as well. Given the desire to complete both of these fairly quickly, and the fact that they represent a small proportion of the original contract, the most efficient mechanism to complete these is to award this work as a change order to the base contract, rather than to bid them separately, which would necessitate additional mobilization costs by a new contractor. As such, existing unit prices were held for same items, and a quotation (attached) from the contractor for new items was solicited for the following work locations:

- Location F: Navarre Street from ½ block south of Front Street to River Interceptor (415 LFT of 15" x 24" sewer)
- Location G: Harbor Avenue north of Rose Street / short section of Dixie Drive (825 LFT of 8", 10", 12" sewer)

Location F was discovered during the review process for the Civil War Monument that is to be unveiled on Memorial Day weekend 2012, as it passes in very close proximity to the monument location. As such, we believe that rehabilitating this section would provide additional stability to the sanitary sewer main in case of settlement due to construction activities, and there is one additional section to the south in need of rehabilitation as well. Reimbursement up to \$4,000 will be made from the Civil War Monument Committee to offset the costs associated with the section of sewer that is in close proximity to the monument. Location G is in the area of numerous flooding concerns during heavy rains, as storms that cause the roadway to flood generally cause the sanitary sewer to become inundated as well. While it is as yet unknown whether this will arrest all such problems in the future, and while we have not positively identified a cross connection between the sanitary and storm sewers, it is believed that some benefit would certainly be realized to rehabilitating these sections as well. The total cost for the quoted work at both locations is \$70,180, and we believe that the quoted prices for the new items are reasonable.

IT IS RECOMMENDED that the City Council award a change order to the 2012 Sanitary Sewer Rehabilitation Program contract to Lanzo Lining Services, Inc. in the amount of \$70,180.00, and that a total of \$77,000.00 be encumbered to include a 10% project contingency. **IT IS FURTHER RECOMMENDED** that the Director of Engineering and Public Services be authorized to execute the change order on behalf of the City of Monroe, and that the Finance Director be authorized to make any necessary transfers to provide for this contract funding and 10% engineering costs.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: Contractor would like to complete this work by the June 30, 2012 completion date as well.

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, Wastewater Department, adjacent residents

FINANCES

COST AND REVENUE PROJECTIONS:		
	Cost of Total Project	\$523,834.00*
	Cost of This Project Approval	\$77,000.00**
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

*Includes original award and this award, both including 10% contingencies

**Includes 10% contingencies.

SOURCE OF FUNDS:	<u>City</u>	Account Number	Amount
	590-75.529-973.000 02Z05	Sanitary Sewer Rehabilitation	\$77,000.00
	<u>Other Funds</u>		

Budget Approval: _____

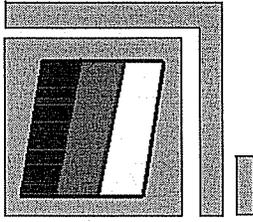
FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 04/11/12

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: April 16, 2012



LANZO

Lining Services, Inc.

28137 Groesbeck Hwy
 Roseville, MI 48066
 Office: (586) 775-7566
 Fax: (586) 775-2328
 www.lanzo.net

April 9, 2012

City of Monroe
 120 East First Street
 Monroe, MI. 48161

Subject: 2012 Sanitary Sewer Rehabilitation Program

Attn: Barry LaRoy

We are pleased to provide item cost for rehabilitation of the 8", 10", 12" and 15"x24" Sanitary Sewer lines by Cured in Place Pipe Lining. We have provided cost references which mirror those competitively bid in our original Contract.

Bid Item Reference	Description	Quantity	Unit	Unit Price	Extended Price
2	MOBILIZATION (E front Street)	1	LS	\$600.00	\$600.00
4	MOBILIZATION (Harbor/Dixie)	1	LS	\$600.00	\$600.00
6 (Clean & Televis 10")	Clean and Televis 8"	165	LF	\$4.00	\$660.00
6	Clean and Televis 10"	360	LF	\$4.00	\$1,440.00
7	Clean and Televis 12"	300	LF	\$4.00	\$1,200.00
10 (Clean & Televis 30"x36")	Clean and Televis 15"x24"	415	LF	\$8.00	\$3,320.00
13	Maintenance Daily Pumping (E Front Street)	1	LF	\$1,000.00	\$1,000.00
15	Maintenance Daily Pumping (Harbor/Dixie)	1	LF	\$1,000.00	\$1,000.00
16* Less \$2.00 for 10" to 8" size reduction	8" CIPP SANITARY	165	LF	\$32.00	\$5,280.00
16	10" CIPP SANITARY	360	LF	\$34.00	\$12,240.00
18	15"x24" CIPP SANITARY	415	LF	\$76.00	\$31,540.00
21	Locate and reinstate services	17	EA	\$100.00	\$1,700.00
22	Rehabilitate Sewer Manholes	4	EA	\$2,200.00	\$8,800.00
25	Traffic Control (E Front Street)	1	EA	\$400.00	\$400.00
27	Traffic Control (Harbor/Dixie)	1	EA	\$400.00	\$400.00
	Total Amount:				\$70,180.00

An Equal Opportunity Employer

The above stated pricing is consistent with our current contract with the City of Monroe except for sewer pipeline diameters not in our contract scope of work. All pricing shall include but may not be limited sealed P.E. Calculations, bypass pumping, cleaning, pre & post video inspection, root, sludge, and silt removal, inversion lining by methods described in ASTM F 1216, third party testing, and 5 year warranty. All work shall be in accordance with City of Monroe, MDOT, and ASTM F 1216 specifications.

A water source shall be made available and dumping site for debris from Sewer & MH cleaning.

Thank you for your kind consideration of Lanzo Lining Services.

Respectfully Submitted,

Lanzo Lining Services

Jeff Obertyniuk

Jeff Obertyniuk, Sales Representative



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Fiber Optic Network Project

DISCUSSION: For at least three years now, the remote locations to city hall have been dealing with slow network speeds when they attempt to utilize software applications that are housed on network servers at city hall. These locations are the Water Filtration Plant, Wastewater Treatment Plant, and the Public Services Department. They are connected back to city hall with either a cable connection from Comcast or a DSL connection from AT&T and the bandwidth provided by those connections has proven to be inadequate as we've added new software products. The central fire station and police department are both connected back to city hall via fiber optic lines currently and the speed problems that the others have is not a problem for them. In addition to the network connection speed problem, we plan to install a voice over internet protocol (VOIP) phone system sometime in the future. In order for those sites to utilize that phone system and to benefit from its potential cost savings, they would need to be connected via fiber optic cable.

After discussing the issue with our IT staff from the County, it was decided that the best route to solve these problems would be to run fiber optic lines to the remote locations. Advanced Communications, Inc. (ACI) was hired in April 2009 to design the network and to work with us on creating a bid document and to generally consult on the process. It took quite some time to design the network and create the bid documents. In the summer of 2011, we formally requested bids on the entire network. This would have included running our own fiber to all three locations. This seemed to be a fairly easy process with two locations, but to get to the Wastewater Treatment Plant with our own fiber, we were going to have to bore under the railroad tracks and this would have taken a fairly long and expensive permit process with the railroads. It was estimated that the permit alone would cost in excess of \$20,000. Because we did not have this permit in place, the first set of bid requests did not include running any fiber between the railroad tracks to connect the Wastewater Treatment Plant. At the time, the low bid received was \$85,208. We expected to pay, at a minimum, an additional \$40,000 to get the work completed between the railroad tracks, making the total cost to run the fiber be approximately \$125,000.

During the bid process, one of the contractors involved in the bid process suggested we contact Monroe Public Schools to discuss with them the possibility of attaching to their fiber on some of the lengths. This would have had the potential of reducing our construction cost. When we met with the school to discuss the possibility, we learned that they had unused, or dark, fiber that ran along much of the route that we were interested in using. After some discussion and review by each of us, we were able to negotiate an agreement with Monroe Public Schools to use two (2) strands of fiber owned by Monroe Public Schools for each location. The primary benefit of this agreement for the City was that we would no longer have to bore under the railroad to get to the Wastewater Treatment Plant. We also had a significant distance where we would not have to run our own fiber. Both of those items will result in significant cost savings. This agreement is attached and is one of the items the City Council is being asked to approve. It is already signed by Monroe Public Schools and has been reviewed and approved by the City Attorney.

With the agreement with the school in place, we needed to revise our bid request to only run fiber from our end locations to a point where it could be connected to the school's fiber. Bids were requested on this part of the project were due on April 9, 2012. Only two companies bid on the project. The low bid was from Amcomm Telecommunication in the amount of \$63,175. This bid is being recommended with this agenda item.

In addition to running the fiber, we will need to purchase a network switch for each location that will work with the fiber. Bids were requested for the network switches for each location. The low bid was received from LSI of Bartlett, TN. The bid amount was \$11,325. A bid tabulation is attached. The bid from LSI will be recommended for approval as a part of this agenda item.

The fiber that the City will need to run to connect to the school fiber will be connected to DTE poles. DTE will charge a fee to make the poles ready for our connection. On our original project, the cost would have been \$6,637. We have not been able to obtain the revised cost for the new lengths. For this project approval, I will recommend approving up to \$6,637. The cost should end up being less and we will not reallocate those funds to any other use related to this project.

Finally, the agreement with the schools for the use and connection to their fiber calls for ACI to make the connection. ACI is the schools contractor for its fiber and the school has required that they make the connection. The cost for ACI to make the connection between the two sets of fiber is \$5,376.00. Their proposal is attached.

With the agreement with the school in place and the revised fiber bid, it is expected that the City will reduce its cost for the project by approximately \$50,000. This does not include any cost savings that might occur from employees becoming more efficient with their computer use due to the increased speed with which they will be able to get their work done. It is expected that the Water Filtration Plant and Public Services Department will see a ten times speed increase from 10 megabits per second to 1 gigabit per second. The Wastewater Plant will see an even more dramatic speed increase from 2.5 megabits per second to 1 gigabit per second. Also, we are currently paying approximately \$2,900 per year for the current connections. These connections will be cancelled and the cost will be eliminated.

Funding for this project has been set aside in the Information Systems Fund. As with any other expense paid for by the Information Systems Fund, the cost will be charged back to the benefiting departments (Water, Wastewater, DPS). The costs will be charged back over a ten (10) year period.

It is recommended that they Mayor and City Council approve the Fiber Optic Network Project as described and authorize the Mayor and Clerk-Treasurer to sign any agreements on behalf of the City. The project approval includes approving the Fiber Use Agreement with Monroe Public Schools, approving the bid from Amcomm Telecommunications in the amount of \$63,175 with a total amount to be encumbered of \$72,651 to include a 15% contingency, approving the bid from LSI in the amount of \$11,325 for the needed network switches, approval of the DTE make ready costs in an amount not to exceed \$6,637, and approval of an agreement with ACI in the amount of \$5,376.00 to connect the school fiber to the city fiber.

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: Water, Wastewater, Public Services, Information Technology

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 95,989
Cost of This Project Approval	\$ 95,989
Related Annual Operating Cost	\$ 2,000
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

City

Account Number

Amount

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

Other Funds

\$ N/A

Information Systems Fund

636-30.915-977.000

\$ 95,989

\$ N/A

\$ N/A

Budget Approval: 

FACT SHEET PREPARED BY: Edward Sell, Finance Director 

DATE: 4/10/2012

REVIEWED BY: 

DATE: 4-11-12

COUNCIL MEETING DATE: April 16, 2012

FIBER USE AGREEMENT

This AGREEMENT, effective May 1, 2012, between the Monroe Public School District ("MPSD"), 1275 N. Macomb Street, Monroe, MI 48161 and the City of Monroe ("City"), 120 E. First Street, Monroe, MI 48161

WITNESS:

WHEREAS, the City desires to splice into the MPSD's fiber infrastructure as set forth in Exhibit A and MPSD is willing to permit use of same by the City, on the terms and conditions set forth:

NOW, THEREFORE, in consideration of the covenants set forth, the parties agree as follows:

Sole Purpose. MPSD will permit City to splice into its fiber (at a point illustrated in Exhibit A) and utilize six (6) strands of MPSD fiber (hereinafter referred to as Fiber), to permit City to provide network connectivity to the City of Monroe Water Filtration (915 E. Front Street, Monroe, MI 48161), City of Monroe Wastewater Facility (2205 E. Front St, Monroe, MI 48161) and Department of Public Services (DPS – 222 Jones Ave, Monroe, MI 48161). MPSD will allow City to utilize six (6) strands of fiber as displayed in Exhibit B. City is required to utilize Advanced Communications, Inc. to connect its fiber to the fiber that is the subject of this agreement.

WHEREFORE, for good and sufficient consideration, the nature of which is fully described in this Agreement between MPSD and the City, the Parties hereby agree as follows:

1. MPSD will allow City to utilize six (6) strands of fiber as displayed in Exhibit B. Two (2) strands will be used for each location listed in the Sole Purpose section. City is required to utilize Advanced Communications, Inc. to connect its fiber to the fiber that is the subject of this agreement.
2. MPSD will monitor the fiber route between the two parties stated in this agreement. MPSD will make repairs upon notification in a timely manner. City will bear its proportionate share of the repair costs to the Fiber occurring during the term of this agreement.
3. The term of this agreement will be for three (3) years through April 30, 2015, automatically renewed yearly after the end of the Agreement date. If either party wishes to cancel this Agreement at the end of a contract year, the canceling party must give 120 days' advance written notice to the other party. The contract may only be cancelled at the end of a contract year.
4. MPSD will notify City 72 hours in advance of any planned maintenance in the fiber route which could affect service for City.
5. MPSD will notify City of an unplanned outage within one-half hour of the incident and will provide City with regular updates and an Estimate Time to Repair (ETTR).
6. City will notify MPSD of an unplanned outage within one-half hour of the incident and MPSD will provide regular updates and an Estimated Time to Repair (ETTR).

7. MPSD and City will provide each other contact lists and appropriate trouble escalation procedures, and these lists and procedures will be reviewed and updated every six (6) months as applicable.
8. City shall not sell, assign, transfer, lease pledge or otherwise encumber the Fiber or any of City's rights under this agreement or permit any of its rights under this Agreement to be subject to any lien, charge or encumbrance of any nature.
9. The Fiber is and shall at all time be and remain the sole and exclusive property of MPSD and City shall not have right, title, or interest except as expressly set forth in this agreement.
10. This is the entire agreement and understanding between MPSD and City relating to the Fiber and supersedes any other agreement or understanding, whether written or oral.
11. Notices under this Agreement shall be in writing and shall be sent to each party at its address or fax number set forth.
12. This Agreement may be amended only in writing and signed by MPSD and City and no provision of the Agreement may be waived except by written instrument signed by the party waiving the provision.
13. The laws of the State of Michigan shall govern the Agreement.
14. The City will agree to pay its proportionate share of the Pole Permit Fees related to the Fiber that is the subject of this agreement.

IN WITNESS WHEREOF, MPSD AND City have executed this Agreement as of this date first written above.

Signatures

Katherine Eighmey

By: KATHERINE EIGHMEY

Title: DIRECTOR OF BUSINESS & FINANCE

Monroe Public School District
1275 N. Macomb Street
Monroe, MI 48161

Phone Number: (734) 265-3050

Fax Number: (734) 265-3001

By: _____

Title: _____

City of Monroe
120 E. First Street
Monroe, MI 48161

Phone Number: _____

Fax Number: _____

**BIDS RECEIVED LIST FOR FIBER OPTIC BACKBONE
INSTALLATION FOR THE WATER, WASTEWATER AND PUBLIC
SERVICE DEPARTMENTS. BID REQUESTS MAILED 03/23/12.
BIDS DUE MONDAY, APRIL 9, 2012.**

	<u>BID AMOUNT</u>
Amcomm Telecommunications, Inc. White Lake, MI	\$63,175
Turnkey Network Solutions Caledonia, MI	\$115,200

**BIDS RECEIVED LIST FOR NETWORK SWITCHES FOR THE
WATER, WASTEWATER AND PUBLIC SERVICE DEPARTMENTS.
BID REQUESTS MAILED 03/14/12. BIDS DUE MONDAY, APRIL 2,
2012.**

	<u>BID AMOUNT</u>
Preferred Data Systems Farmington Hills, MI	\$15,214.56
ITCLEANPRO Indianapolis, IN	\$13,673.85
Andrews Supply & Service Grand Rapids, MI	\$12,458.84
Sentinel Technologies Ann Arbor, MI	\$12,154.50
LSI Bartlett, TN	\$11,325.00
CDW Government, LLC Vernon Hills, IL	\$15,885.00
IT Resource Coopersville, MI	\$13,327.53
Howard Technology Solutions Ellisville, MS	\$17,508.84



**Advanced
Communications
Incorporated**

5711 Research Drive
Canton MI 48188
734-467-8121 Voice 734-480-1531 Fax

Proposal

City of Monroe

FOR

Fiber Optic Connectivity to Monroe Public Schools Fiber

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Advanced Communications, Inc.
All Rights Reserved

Prepared for: Edward Sell
City of Monroe
Prepared by: David Puvalowski
Advanced Communications, Inc.
Date 04/10/12

PROPOSAL

Proposed To:
City of Monroe

Date: April 10, 2012
Submitted To:
Edward Sell

Project:
Fiber Optic Connectivity to Monroe Public Schools Fiber

Project #:
2012-0237

SCOPE OF WORK

Advanced Communications, Inc. (ACI) proposes to supply labor and materials to delash /relash the Monroe Public Schools fiber to move storage to the tie points for the City of Monroe fiber connections Place a midsheath fiber enclosure and fusion splices as detailed below.

Location one the existing vault on the corner of S Macomb Street and W First Street.

- Install Midsheath enclosure
- Fusion splice six fibers from the City Hall Building fiber to the MPS fiber backbone.

Location two at Jones Ave and S Monroe Street.

- Delash/ Relash 1063 feet of fiber to move storage to tie point.
- Install Midsheath enclosure
- Fusion splice two fibers from 222 Jones Ave fiber to the MPS fiber backbone.

Location three on Jerome Street between E. 1st Street and E. 2nd Street.

- Delash/ Relash 555 feet of fiber to move storage to tie point.
- Install Midsheath enclosure
- Fusion splice two fibers from 915 Front Street fiber to the MPS fiber backbone.

Location four on E. 1st Street and Conant Ave.

- Delash/ Relash 357 feet of fiber to move storage to tie point.
- Install Midsheath enclosure
- Fusion splice two fibers from waste water plant fiber to the MPS fiber backbone.

Project Total \$5,376.00

TERMS: Net 30
ACCEPTANCE:

Project:
Fiber Optic Connectivity to Monroe Public Schools Fiber

Quote#:
2012-0237

This proposal is hereby accepted in accordance with the terms and conditions stated herein.

Submitted By: _____

Accepted By: _____

Date: _____

David Puwalowski
Advanced Communications Inc
OSP Manager

Authorized Agent,
City of Monroe

GENERAL CONDITIONS

ACCEPTANCE OF ORDER

Orders accepted by ACI may not be canceled or deferred without ACI's consent in writing and then only under terms that will indemnify us against all losses.

WORKMANSHIP AND DELIVERY

All work shall be completed in a professional manner and in accordance with job specifications as set forth in this document, customer's specifications and drawings, local codes, common trade practices, specific job site conditions, National Electrical Code, and IEEE. All materials delivered to the customer's site shall become the property of the customer at the time of delivery.

DAMAGES, DELAYS AND REPAIRS

ACI agrees to take responsibility for any damages, delays or costs resulting from performance or non-performance of the accepted proposal. The customer agrees to extend deadlines for delays that are beyond ACI's control, to include but not limited to, material availability. The customer agrees to notify ACI of any damage, delays, malfunctioning component, non-functional component or non-performance, and allow a reasonable amount of time to make the necessary corrections or recompense. Furthermore, ACI shall not be held responsible for damages resulting in the customer's failure to notify ACI of needed corrections, delays or damages that are due to third parties, or acts of God. ACI assumes that all preparatory work necessary for the completion of the scope of work described herein will be completed in a timely manner as not to delay ACI's progress. ACI assumes that the entire scope of work will be completed in an uninterrupted sequence so as not to cause additional man-hours to be spent and that any such delays will result in an additional charge to the customer.

OBSTRUCTIONS

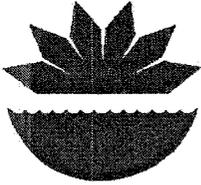
All ACI pricing, proposals and quotations assume reasonable access and clearance through the earth, cable path(s) such as but not limited to the following: hollow walls, raceways, new and existing conduit, ceilings, basements, cable trays and building structure. Furthermore, obstructions, visible or hidden (i.e. insulation, inadequate conduit capacity, grouted blocks, concrete, rock and atypical structural members, etc.) may result in additional charges.

INSURANCE

ACI agrees to file with the customer, satisfactory evidence that ACI has in effect and is maintaining in force, Workmen's Compensation and Public Liability Insurance with limits of not less than Five Hundred Thousand Dollars for each person and One Million Dollars for each occurrence and; ACI shall provide a current certificate to the customer.

WARRANTIES

The manufacturer warrants materials and equipment. ACI shall not accept any liability beyond the warranty extended by the manufacturer. Any labor costs for replacement of the defective equipment not covered by the equipment manufacturer will be the responsibility of the customer. ACI will cover any defects in installation for a period of one (1) year from the completion date of the installation. Damages or repairs resulting from misuse, neglect, are not covered by the warranty. ACI makes no warranties for network design or functionality unless otherwise stated in this proposal. This warranty covers only the connectors in this system. ACI makes no extension of the warranty conditions to the actual fiber that existed in the system before this project.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Heat Exchanger for Compressor System at Multi-Sports Complex

DISCUSSION: Replace Heat Exchanger within the Compressor System.

Per Cimco Refrigeration the following statement regarding why the Heat Exchanger needs to be replaced.

Presently, it is apparent that the heat exchanger has a leak in it and needs to be replaced at Monroe. Because of this issue you are not able to run your under floor heat system and one of the rink slabs has cross contamination. The under floor is required to prevent floor damage in the event of frost heaving. Frost heaving on ice rink floors occurs when the frost below rink starts to rise. The under floor system maintains the frost levels to prevent frost heaving from occurring. The length of season at Monroe is causing a concern with more frost building up and will increase the chance of the floor heaving. It is recommended by CIMCO to fix the under floor heat exchanger.

Management collected two bids to fix this problem.

Bid One from Toronto- Cimco Refrigeration is \$18,890.00 plus applicable taxes. Detail of work enclosed.

Bid Two from Serv-Ice Refrigeration is \$19,500.00 plus applicable taxes. Detail of work enclosed.

Management is recommending Bid One to complete the work. Based on lower price and knowledge of the system which was installed by Cimco Refrigeration. The cost of this repair was not included in the 2012 budget. To cover the cost of the repair, a budget transfer from General Fund contingency is also recommended. Since the City will be contracting for the work, there should be no taxes added to the cost.

It is recommended that the Mayor and City Council approve the proposal from Cimco Refrigeration in the amount of \$18,890 with a total amount of \$20,779 to be encumbered to cover contingencies. It is also recommended that a transfer from General Fund Contingency in the amount of \$20,779 be approved to cover the cost in the Multi-Sports Complex budget.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: April 16, 2012
REASON FOR DEADLINE: To accomplish work needing to be fixed in a timely manner as to not result in bigger mechanical issues.

STAFF RECOMMENDATION: XFor Against
REASON AGAINST:

INITIATED BY: Louis Lombardo III, General Manager ; Monroe Multi-Sports Complex *LL*

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: MMSC – Operations Department

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$18,890
Cost of This Project Approval	\$18,890
Related Annual Operating Cost	\$
Increased Revenue Expected/Year	\$

SOURCE OF FUNDS:

City	Account Number	Amount
MMSC Operating Budget	101-70.757-933.000	\$20,779.00
		\$
		\$
		\$
		\$
<u>Other Funds</u>		\$
		\$
		\$
		\$

Budget Approval: *BS*

FACT SHEET PREPARED BY: Louis Lombardo III, General Manager, Monroe Multi-Sports Complex *LL* **DATE:** April 10, 2012
REVIEWED BY: *[Signature]* **DATE:** 4-11-12
COUNCIL MEETING DATE: April 16, 2012



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Monroe Multi-Sports Complex
333 N. Dixie Hwy.
Monroe, MI
48162

March 13, 2012

ATTENTION: LOUIS LOMBARDO III
General Manager

SUBJECT: MONROE MULT-SPORTS COMPLEX QUOTATION
Repair Under floor

Dear Sir,

CIMCO REFRIGERATION, A Division of Toromont Industries Limited, is pleased to submit to The Monroe Multi-Sports Complex our price to supply and install a new u/f heat exchanger and brine charge for one floor at the local facility.

Replace Heat Exchanger

REMOVE OF EXISTING BRINE CHARGE AND U/F HEAT EXCHANGER, REPLACE WITH NEW U/F HEAT EXCHANGE AND NEW BRINE CHARGE:

\$ 18,890.00 US
Applicable Taxes Extra

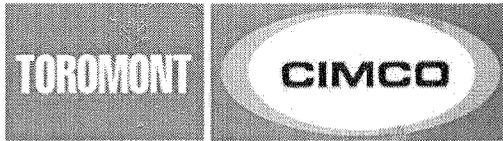
- *Remove contaminated brine charge into storage tank (based on 500 gallons)*
- *Flush floor with water (supplied by the facility)*
- *Remove flush into storage tank (based on 500 gallons)*
- *Remove damaged heat exchanger*
- *Supply & Install new heat exchanger in same location, reuse all connections.*
- *Supply & install new brine charge with the desired 21% concentration for one floor*
- *Bleed Air out of system*
- *Complete installation*

KEY NOTES:

- *Warm Floor Charge and flushing removal is based on 1,000 gallons. If there is more there will be an extra charge. Typical charge for a single underfloor.*
- *The removal of warm floor contaminated brine is on the basis that there is no chromate. If chromate is found there will be an additional charge of 0.60/Liter removed.*
- *Please note that it is assumed that there are no frozen lines on the u/f system and if found and delays the removal there will be an extra charge.*
- *This quotation is on the basis that the work will be completed at the same time.*
- *The removal of warm floor contaminated brine is on the basis that there is no chromate. If chromate is found there will be an additional charge of 0.60/Liter removed.*

OTHER NOTES:

- *This quotation is valid for thirty days.*
- *Brine Treatment not included*
- *Future Chemical Testing not included*
- *This quotation is on the basis that the work will be completed at the same time.*
- *The aforementioned figure is on the basis that there are charging connections on the supply and return brine lines.*



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Owners Obligations are as followed:

- The above pricing does not include Asbestos abatement or removal
- Any consequential damages and liability as a result to work performed by CIMCO
- All regular work to be performed by our personnel would be during regular working hours.
- Provide opening or openings to allow entry of equipment into building and to its final location in the building.
- All cutting/patching /sealing through walls, ceilings, floors and roofs, to allow passage of piping and conduit necessary for our system.
- Supply forms and templates and level concrete housekeeping bases for equipment and install grouting as may be required by CIMCO or Customer on completion.
- Additional refrigerant charge if necessary.
- Breaking up and removal of existing concrete bases, piers, etc. and rubble.
- Additional material/labour as required by boiler inspector, hydro inspector, health inspector, building inspector etc.
- If during a pump out of any refrigeration system, the service globe valves do not properly seat the mechanics time and expenses required to remove the refrigerant, will e charged to the customer.
- Any material or work not covered in the foregoing quotation or mentioned in the owner's obligations will be the responsibility of the owner.

Should you require any additional information, please do not hesitate to contact this office at your earliest convenience.

Best Regards,

A handwritten signature in black ink, appearing to read 'Brad Wilkins'.

Brad Wilkins
Account Manager
Cimco Refrigeration



Cimco Refrigeration
651 Wilton Grove Rd., London, ON N6N 1N7 Tel: (519) 434-6444 Fax: (519) 434-2509



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Acceptance Form

Submitted By:

Accepted By:

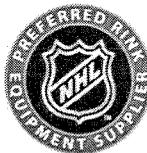
Brad Wilkins
Account Manager
Cimco Refrigeration

Louis Lombardo III
General Manager
Monroe Multi-Sports Complex

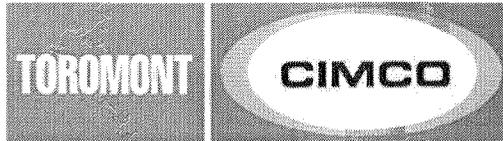
Date: _____

Date: _____

PO# _____



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TERMS AND CONDITIONS

SUBJECT TO WRITTEN APPROVAL BY A DULY AUTHORISED OFFICER OF CIMCO REFRIGERATION (THE "VENDOR"), THIS QUOTATION, IF ACCEPTED IN WRITING BY THE PURCHASER, SHALL CONSTITUTE A BINDING CONDITIONAL CONTRACT OF SALE AS OF THE DATE OF THE PURCHASER'S ACCEPTANCE OR AS OF THE DATE OF THE VENDOR'S APPROVAL, WHICHEVER IS LATER. THIS QUOTATION IS INVALID IF NOT ACCEPTED BY THE PURCHASER WITHIN THIRTY DAYS OF THE DATE OF QUOTATION.

1. TITLE

(a) The title and ownership to and in the materials, equipment and other goods sold hereunder (the "goods") shall remain in the Vendor until payment in full of the Contract Price and any additional amounts payable to the Vendor pursuant to sections 2 and 10 of these Terms and Conditions. The Vendor hereby reserves, and the Purchaser hereby grants to the Vendor, a security interest in and to the goods, and the proceeds thereof, to secure the said payment and all of the other obligations of the Purchaser. At the option of the Vendor, the Purchaser will join with the Vendor in executing, in a form satisfactory to the Vendor, one or more financing statements or similar instruments pursuant to any applicable personal property security legislation. The Purchaser hereby authorises the Vendor to file one or more such statements or instruments signed by the Vendor alone as the secured party. If the goods are or are to become affixed to real property, the Purchaser represents that a true and correct description of such real property and that the name of the registered owner thereof are as indicated on Page 1 of this Quotation/Contract.

(b) In the event of default by the Purchaser under the terms of payment of this contract, the full amount of the Contract Price, less any payments previously made, shall become due and payable, and the Vendor or its agent shall have the right to enter upon the premises and remove the goods, and to dispose of them as the Vendor may determine. If the proceeds from such disposal, less any related expenses, including but not limited to costs of seizure, removal and sale, and legal costs (including reasonable attorneys' fees and expenses) connected therewith (the "net proceeds"), are not sufficient to cover the amount in default, the Purchaser shall be liable to the Vendor for such deficiency. If the net proceeds exceed the amount in default such excess shall be returned to the Purchaser, and the Vendor shall not be liable further whether in respect of completion, performance, warranty or other contract terms.

(c) The Purchaser hereby waives all rights and claims against the Vendor in the event that the circumstances provided for in section 1 (b) arise, except for the express right of recovery of excess net proceeds as provided in that section.

(d) The Purchaser hereby waives the provisions of any Conditional Sales Act or other applicable legislation which limits the Vendor's rights to seize the security provided for herein, and to sue for any deficiency. The Purchaser expressly confers upon the Vendor the rights to seize and sell the goods and to recover from the Purchaser, by action on the covenant, the principal, interest and other moneys from time to time owing under this contract.

(e) Until the Contract Price has been paid in full, the Purchaser will not sell or agree to sell, or mortgage, charge or dispose of, or intentionally injure the goods or remove them from the place of initial installation.

2. PRICE ADJUSTMENTS

(a) The Purchaser shall pay all taxes, duties, levies and other charges assessed against or in respect of the goods, except those taxes, duties, levies and other charges expressly included in the Contract Price.

(b) If any taxes, duties, levies, or other charges shown to be included in the Contract Price are increased subsequent to the Date of Quotation, and increase the Vendor's costs hereunder, such increase shall be paid by the Purchaser to the Vendor.

(c) The Contract Price quoted herein is based on prices, costs and conditions prevailing at the Date of Quotation. Unless otherwise specified, if the estimated delivery and / or installation date is more than six months from the date of the contract, and if prior to shipment or installation there is an increase in the Vendor's costs due to increases in labour rates, cost of materials, suppliers' prices, foreign exchange, storage charges, or freight rates, such increase shall be paid to the Vendor by the Purchaser.

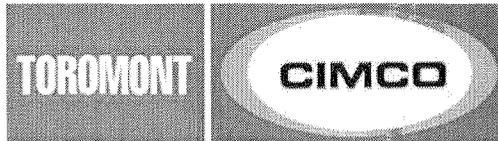
(d) If delivery or installation is delayed by the Purchaser, or by anyone under the Purchaser's control, for more than two months after the time estimated, any increase in those categories of the Vendor's costs listed in section 2(c) shall be paid to the Vendor by the Purchaser.

(e) All payments by the Purchaser to the Vendor under section 2 shall be in addition to the Contract Price and shall be paid at the time the final payment under the contract is due.



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3. DELIVERY AND INSTALLATION - Delivery and installation times and dates are approximate and are subject to extension for delays caused by fire, strike, lockout, labour dispute, civil or military authority, riot, embargo, car shortage, wrecks or delays in transportation, Acts of God, late delivery or non-delivery by the Vendor's suppliers, changes in the scope of the work as provided in section 8 of these Terms and Conditions, or other causes beyond the reasonable control of the Vendor, and the Vendor shall not be liable for any losses or damages resulting from any such causes. Acceptance of the work shall be a waiver by the Purchaser of all claims for damages for delay from any cause whatsoever.

January 2005

4. RESPONSIBILITY AND INSURANCE

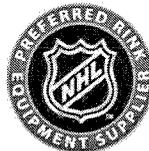
- (a) In respect of goods sold F.O.B. point of origin, the Vendor shall deliver the goods in good condition to a common carrier or to the Purchaser at the Vendor's shipping point, and thereupon all risks of loss or damage thereto shall pass to the Purchaser.
- (b) In respect of goods sold F.O.B. job site or sold with installation, all risks of loss or damage shall pass to the Purchaser upon receipt of the goods at the job site or at the Purchaser's designated delivery point.
- (c) The Purchaser shall insure the goods against loss or damage from fire, theft, malicious damage or other causes as and from the time the Purchaser becomes responsible for the goods pursuant to sections 4(a) and 4(b) of these Terms and Conditions. The face value of the insurance policy shall be in an amount not less than the Contract Price. Any loss under such insurance policy shall be made payable to the Vendor as its interest may appear until the Contract Price shall be paid in full.
- (d) Upon the request of the Vendor, the Purchaser shall provide an insurance certificate as evidence of the compliance with section 4(c) of these Terms and Conditions.

5. TERMS OF PAYMENT

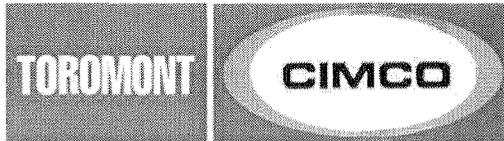
- (a) Unless otherwise specified in this Quotation/Contract, payment shall be made by the Purchaser to the Vendor in respect of the Contract Price as follows:
 - (i) Goods sold without installation: 25% upon acceptance of this quotation by the Purchaser; an amount representing the value of each shipment, payable upon delivery; and the unpaid balance upon final shipment.
 - (ii) Goods sold with installation: 25% upon acceptance of this quotation by the Purchaser; an additional 30% upon written notification by the Vendor to the Purchaser that the goods are ready for shipment; an additional 35% immediately after installation but prior to the commencement of operation of the goods or related systems; and a final payment of 10% upon completion.
- (b) Timely payment according to the terms of this Quotation/Contract is of the essence of the contract.
- (c) Payment shall be made in the specified currency.

6. WARRANTY - UNLESS OTHERWISE SPECIFIED IN THIS QUOTATION/CONTRACT, THE VENDOR WARRANTS THE GOODS AND INSTALLATION SOLD HEREUNDER AGAINST ORIGINAL DEFECTS IN MANUFACTURE AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM COMPLETION AS DEFINED IN SECTION 9 OF THESE TERMS AND CONDITIONS. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, STATUTORY OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE TERMS OF THE VENDOR'S WARRANTY ARE AS FOLLOWS:

- (a) In respect of goods sold without installation, the Vendor's sole liability shall be to repair or replace, at the Vendor's option, F.O.B. point of manufacture, any defective goods or parts thereof.
- (b) In respect of goods sold with installation, the Vendor's sole liability shall be to repair or replace, at the Vendor's option, any defective goods or parts thereof or any defective workmanship. The Vendor shall be responsible for all of its costs in connection therewith other than the out-of-pocket expenses incurred by the Vendor's employees and agents travelling from the Vendor's nearest place of business to the jobsite and charges for labour performed after normal working hours at the request of the Purchaser, which latter expenses and charges shall be for the account of the Purchaser.
- (c) The Vendor warrants goods not of the Vendor's manufacture only to the extent to which the Vendor is able to enforce a claim for liability against the manufacturer thereof.



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- (d) The Purchaser shall promptly give written notice to the Vendor after the discovery of an apparent defect.
- (e) As a condition precedent to any liability by the Vendor hereunder, the Purchaser shall use, operate and maintain the goods and related systems in a careful, prudent, and reasonable manner, and in conformity with the Vendor's and / or the manufacturers' instructions.
- (f) THE FOREGOING CONSTITUTES THE PURCHASER'S EXCLUSIVE REMEDY AND THE VENDOR'S SOLE LIABILITY ARISING OUT OF THE DESIGN, MANUFACTURE, SALE, INSTALLATION, OR USE OF THE GOODS.
- (g) This warranty shall be void if the Purchaser is in default under the terms of payment of this contract.

7. The Vendor shall not be liable for any losses, injuries, expenses or damages, whether direct, indirect, special, incidental, consequential or punitive, arising out of the goods, or the installation, operation, or failure of operation of the goods or related systems even if caused by the Vendor's negligence.

January 2005

8. CHANGE IN SCOPE OF WORK - If the Purchaser requests a change in the scope of the work under this Quotation/Contract, the Vendor will submit a Contract Revision to the Purchaser which shall set forth the proposed changes in the work, and if the proposed changes result in an addition to or a deduction from the Contract Price, the Contract Revision shall set forth the amount of such addition or deduction. A Contract Revision shall not be binding or enforceable unless accepted in writing by the Purchaser and approved in writing by a duly authorised officer of the Vendor. Upon such acceptance and approval, the Contract Revision shall become part of the contract and, except when inconsistent therewith, shall be subject to all its provisions.

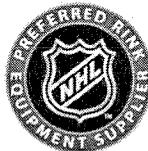
9. COMPLETION AND ACCEPTANCE OF WORK

- (a) In respect of goods sold without installation, "Completion" shall be deemed to occur when risk of loss of the goods passes to the Purchaser in accordance with section 4 of these Terms and Conditions.
- (b) In respect of goods sold with installation, and unless otherwise defined in this Quotation/Contract, "Completion" shall be deemed to occur when any one of the following events takes place:
 - (i) The Purchaser signs an acceptance certificate;
 - (ii) The Vendor has installed and, where applicable, successfully tested the installation;
 - (iii) The Purchaser commences regular use of the goods or related systems;
 - (iv) An independent expert, mutually acceptable to the Purchaser and the Vendor, certifies that the work has been completed.
- (c) Nothing in subsections (a) or (b) shall relieve the Vendor from its obligation to honour the warranty provisions contained herein.
- (d) The occurrence of any one of the events described in section 9(b)(i), (iii) and (iv) shall constitute acceptance of the work.

10. BONDS - Performance bonds and material and labour payment bonds will be provided by the Vendor upon request. Unless the Contract Price expressly includes the cost of such bonds, the Purchaser, in addition to the Contract Price, shall pay the cost of such bonds to the Vendor at the time of the receipt thereof by the Purchaser.

11. MISCELLANEOUS

- (a) This Quotation and any resulting contract shall be governed, enforced and construed in accordance with the laws of the Province of Ontario without regard to that province's rules governing conflict of laws.
- (b) All rights and remedies of the Vendor under this contract and under applicable law shall be cumulative and may be exercised successively or concurrently, in any order, and on more than one occasion. The election by Vendor to exercise one remedy shall not preclude it from thereafter exercising one or more other remedies.
- (c) The Purchaser agrees to pay, in addition to the other amounts payable to Vendor under the contract, all costs and expenses, including reasonable attorneys' fees, incurred by the Vendor in enforcing this contract, exercising its rights hereunder or collecting or attempting to collect all amounts due the Vendor hereunder following default by the Purchaser in the payment or performance of its obligations hereunder, including those incurred in connection with any bankruptcy, insolvency, liquidation, reorganization or similar proceeding involving the Purchaser.
- (d) Any assignment or attempted assignment of this contract, in whole or in part, without the prior written consent of the Vendor shall be void. The Vendor may assign any of its rights, liabilities or obligations arising out of this contract without prior notice to the Purchaser and without the Purchaser's written consent except that the



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Vendor may not assign its warranty obligations without the Purchaser's written consent.

(e) If any provision of this contract is unenforceable, such unenforceability shall not affect the remaining terms, which shall be enforced, if the same can be done, without regard to the unenforceable provision.

(f) The headings to the paragraphs of this contract are provided for ease of reference only and shall not be construed to vary or limit the terms thereof.

THIS QUOTATION/CONTRACT CONTAINS THE COMPLETE AGREEMENT BETWEEN THE PURCHASER AND THE VENDOR, AND SUPERSEDES ALL PRIOR ORAL OR WRITTEN REPRESENTATIONS, PROMISES, AGREEMENTS OR UNDERSTANDINGS WITH RESPECT TO THE SUBJECT MATTER HEREOF. NO REPRESENTATION, PROMISE, AGREEMENT OR UNDERSTANDING ENTERED INTO OR MADE SUBSEQUENT TO THE DATE OF THE CONTRACT WHICH VARIES OR MODIFIES THE PROVISIONS OF THIS CONTRACT SHALL BE BINDING ON THE VENDOR UNLESS CONVEYED IN WRITING AND EXECUTED BY THE DULY AUTHORISED OFFICER OF THE VENDOR EXECUTING THIS QUOTATION/CONTRACT.

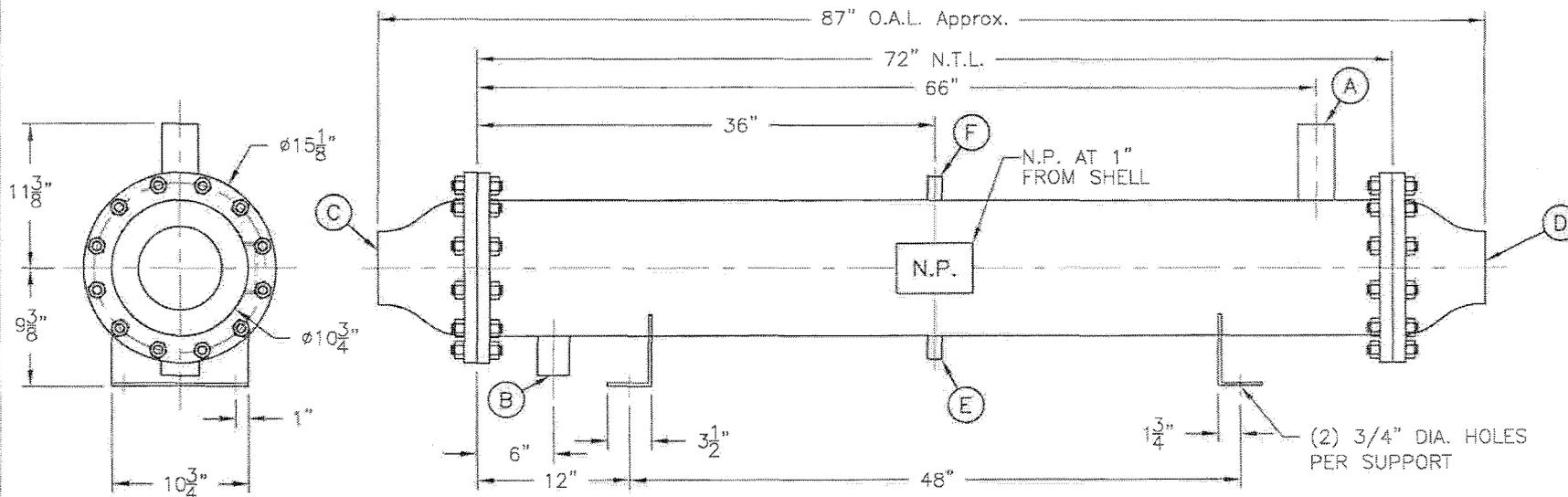


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OPERATING CONDITIONS

CAPACITY	500,000 BTU/h
TUBE SIDE FLUID	Cooling water
FLOW	300 USGPM
INLET TEMP.	60°F
OUTLET TEMP.	63.3°F
PRESSURE DROP	1 PSI
REFRIG. TYPE	R-717
COND. TEMP.	80°F
FOULING FACTOR	0.0005 Ft ² hr °F/BTU



SPECIFICATIONS

DESIGN AND FABRICATION AS PER
 -2010 A.S.M.E Code, A11a, Section VIII, Division 1
 Not TEMA, Code only
 -The State of Michigan Regulations

	SHELL SIDE	TUBE SIDE
DESIGN PRESSURE	250 PSIG	125 PSIG
DESIGN TEMP.	-20/250°F	-20/200°F
CORROSION ALL.	0"	0"
C.R.N.	Not required	
SERIAL NUMBER	14991	
WEIGHT	930 Lbs	
TUBE: 3/4" OD. x 0.083" A/W IN SA-214		

CONNECTIONS

No.	SERVICE	DESCRIPTION	SPEC.	QTY
A	R-717 inlet	Pipe 2 1/2" nom.	XS	1
B	R-717 outlet	Pipe 1 1/2" nom.	XS	1
C	Water inlet	Pipe 6" nom.	STD	1
D	Water outlet	Pipe 6" nom.	STD	1
E	Service drain	3/4" FPT	3000#	1
F	Relief conn.	3/4" FPT	3000#	1

DOCAL
 Docal Inc
 3535, Pittfield Blvd
 Saint-Laurent (Quebec)
 H4S 1H5

10" NOM. AMMONIA CONDENSER		
MODEL: DLCEA-10 6-1	QTY: 1	
FOR: Serv-Ice Refrigeration	B.C.: TR010412	
PROJECT: Trenton Ice Arena		
DR. BY.: MOT	CHK BY:	APP. BY: <i>M. L.</i>
DATE: 2012-01-25	SCALE: NONE	DR. No.: B-6445-A



SERV-ICE REFRIGERATION, INC.

143 Cady Centre, #207 • Northville, MI 48167 • Phone: (248) 735-6000 • Fax: (248) 735-6001

February 13, 2012

Monroe Multi-Sports Plex
333 N Dixie Hwy.
Monroe, MI 48162

Attention: Dave Wurn

Subject: Sub-soil and melting pit heat exchanger replacement

Dear Dave:

We are pleased to submit our proposal to supply and install the following:

1. Remove and dispose of contaminated calcium chloride for one arena floor.
2. Install new sub-soil heat exchanger (heat exchanger sized for two sub-soil floor and melting pit.
3. Flush our sub-soil floor and add new calcium chloride.

Total installed price is \$19,500.00

Items not included:

1. Brine Treatment
2. Future chemical testing

Thank you for the opportunity to submit this proposal. Do not hesitate to call with any questions.

Sincerely,

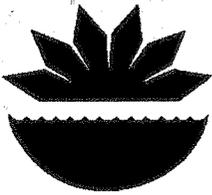
Serv-Ice Refrigeration, Inc

Robert Bishop

Robert Bishop

President

Cell: 313-600-8655



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Food Concession Operations for the 2012 Summer Entertainment Series in St. Mary's Park

DISCUSSION: The Summer Entertainment Series in St. Mary's Park has hosted various food vendors who have sold concessions at the Summer Entertainment Series, providing hot and cold food, snacks, candy, popcorn, nuts, beverages, and ice cream since 2008. Various vendors with food related operations in the City were invited to provide food service at each concert, with the request that at least one item be a main entrée item for \$5 or less. The experience over the past several years was mixed with some operational issues such as vendors running out of food far too early, not offering food items at all, or not attending on their assigned date. In an attempt to provide a stable vendor Recreation staff recommended soliciting one vendor to provide food concessions for the Summer Entertainment Series in St. Mary's Park. As proposed, the successful concessionaire will provide food concession operations for the entire 2012 Summer Entertainment series.

A Request for Proposal (RFP) was advertised and distributed, seeking a vendor who would provide a variety of foods at affordable prices. The RFP was advertised in the Monroe Evening News and through the Michigan Intergovernmental Trade Network (MITN). The RFP specified that the proposals would be evaluated on experience, variety of products, capacity, methodology, and dependability. These standards would be used to measure how well the vendor's approach met the desired requirements and needs of the City.

One proposal was received from Cravings, which operates a permanent food service location in downtown Monroe. A copy of the RFP and their response are attached to this Fact Sheet. Cravings currently provides concession services for the Munson Park Ball Diamonds and has provided a high quality of service through that agreement with the City. That agreement was recently extended in recognition of their high level of service. Cravings has also been a part-time vendor for the Entertainment series since 2008 and has always provided excellent services for concert attendees.

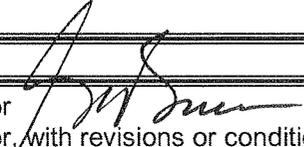
The proposed menu and pricing at the concession stand as a minimum level of service are as follows. Additional offerings will be provided as outlined in the response based on availability and anticipated attendance.

- A food item for \$5.00 or less
- A variety of candy, popcorn and/or ice cream
- A variety of beverages

The Summer Entertainment Series will begin in June and end in August 2012. If this item is approved, Cravings would begin operating in June and the agreement would also cover the full 2012 season. If services are rendered satisfactorily in 2012, the RFP allows for extending the agreement annually for up to five additional years. The draft agreement is currently being reviewed by the City Attorney and it will need to be approved prior to execution. The agreement as currently drafted follow the terms included in the request for proposals.

It is recommended that the Mayor and City Council approve entering into an agreement with Cravings, Inc. for the operation of the Summer Entertainment Series Concession, beginning June, 2012 and ending in August, 2012 subject to the agreement being approved by the City Attorney. The agreement makes provision that the agreement may be extended annually up to five additional years if services are rendered satisfactorily in 2012.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: 4/16/2012

REASON FOR DEADLINE: Summer Concert Series begins early June, 2012

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Loretta LaPointe, Recreation Manager

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
	<u>Other Funds</u>		\$ N/A
			\$ N/A
			\$ N/A
			\$ N/A

Budget Approval: _____

FACT SHEET PREPARED BY: Loretta LaPointe, Recreation Manager

DATE: April 11, 2012

REVIEWED BY: Daniel E. Swallow, Dir. of Economic and Community Development

DATE:

COUNCIL MEETING DATE: April 16, 2012



PROPOSALS FOR FOOD CONCESSION OPERATIONS AT THE 2012 SUMMER ENTERTAINMENT SERIES IN ST. MARY'S PARK

"RFP – 2012 SUMMER ENTERTAINMENT CONCESSION OPERATIONS ST. MARY'S PARK".

VENDOR QUESTIONNAIRE

Date: 4-9-2012

Firm Name: Cravings

Address: 31 E. Front St.

City/State/Zip Code: 48161

Telephone Number: 734-612-7283

Fax Number: n/a

E-mail Address: gooooo@ameritech.net

Firm Established: Years in Business: Est. Oct-2009 (2.5 yrs)

Type of Organization: (Circle One)

a. Individual

b. Partnership

c. Corporation

d. Joint Venture

How many years has your company been providing food concession services? 2.5 yrs

Provide historical narrative of experience and qualifications.

1. 2009-Present – Operated/Owned Cravings downtown Monroe
2. Summer 2010 – Set up concessions for 2 concert events and was on stand-by.
3. Summer 2010 – Cravings Booth in MBT Expo at Monroe County Fair
4. Fall 2010 – Munson Park Concessions
5. Summer 2011 – Set up concessions for 3 concert events and was on stand-by.
6. Summer 2011 – Cravings Booth in MBT Expo at Monroe County Fair
7. Summer/Fall 2011 – Munson Park Concessions
8. Chocolate Fountain rental for weddings and special events. Started Feb 2012

How many public sector (governmental) clients has your company served? 1

Please provide listing.

1. City of Monroe

How many clients does your company currently serve with the type of services described? 1

Explain the capacity of the services being provided.

1. The capacity is dependent on the size of the event. Cravings is able to adapt and provide for the anticipated capacity. With the Cravings Store as 'HOME BASE', all needed preparation is prepared prior to start of event, with continuous support throughout the event.

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.

Only 2.5 yrs old, other than the general public which we serve every day, our client base is still growing. The following list is increasing every year:

- Cravings – General Public
- City of Monroe – 2010 & 2011 - Concerts in the Park- Hosted 5 events and was on stand-by
- City of Monroe – Munson Park Concessions – Fall 2010
- City of Monroe – Munson Park Concessions - Summer & Fall 2011
- City of Monroe – Munson Park Concessions - Present through 2016
- MBT – Provided dessert table for 2010 Employee Party at MBT Expo

How many employees does your company employ? 1 to 4 (Seasonal). Could increase with growth

Full-time employees: Part-time employees: All Part-time

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

Concert staff will consist of at least one of the following people. Each of these people have actual experience with concessions at the Concerts in the Park and Munson Park Concessions and can operate and manage Cravings independently. If any additional help is required during this project they will be fully trained by one of these people.

Shaun McGowan – owner of Cravings

Sheila McGowan – owner of Cravings

Veronica McGowan – daughter of Sheila and Shaun McGowan

Gabriel McGowan – son of Sheila and Shaun McGowan

Describe methods of communication with your clients.

An 'A' frame menu sign along with table menus will alert the customer of food and price selections. All staff will be fully trained to explain or answer any questions concert goers may have.

Provide a list of food items and cost to be offered.

Every concert event will consist of a \$4 or \$5 food combo special. This special will consist of a main food item, drink, and chips.

For example: Dearborn hot dog, drink, and bag of chips will be \$4.00

Kielbasa, drink, chips = \$5.00

Pulled pork, drink, chips = \$6.00

All items will also be available separately. Hot dogs and Kielbasa will be available for most concerts, but we also hope to substitute pulled pork or other main course items throughout the series. We would like to ask local downtown businesses to possibly provide Cravings a main course or specialty to help advocate downtown. The more people that we can get to visit downtown the more successful all the businesses and downtown will be.

Candy - \$0.50 - \$2.00

Caramel Corn - \$2.00

Cinnamon Almonds ½ # - \$5.00

Chips - \$1.00

Hot Dog - \$2.00

Kielbasa - \$3.00

Pop - \$1.50

Arizona Tea - \$1.00-\$1.50

Water - \$1.00

Ice Cream - \$1.50-\$4.00

Pulled Pork or any other featured food item - \$4.00 (select concerts to substitute hot dogs/kielbasa)

Items may be added or depleted per Craving's discretion

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

As we have done for the previous 5 concerts we have hosted, we will use the City's historical data on people attendance and prepare for the concert at Cravings. Cravings, which is open during the concert times, will be in constant support of all needs that arise or are required during the concert.

Have you been involved in any litigation during the past five years? No

Please attach a copy of your standard contract.

Cravings does not currently have a standard contract. We would consider using a contract similar to the contract used with the City of Monroe for Munson Park Concessions.

Cravings would like to thank the City for its consideration and is open for any discussions to add or deplete any items in this proposal to aid the best interests of the City.

Thank you. Shaun and Sheila McGowan – Cravings 31 E. Front St.

**REQUEST FOR PROPOSALS FOR FOOD CONCESSION
OPERATIONS AT THE 2012 SUMMER ENTERTAINMENT SERIES IN ST. MARY'S
PARK**

RFP

The City of Monroe wishes to establish a contract with qualified individual or firm to provide food concession operations for the 2012 Summer Entertainment Series in St. Mary's Park. 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 Monday April 9, 2012** 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 – 2012
SUMMER ENTERTAINMENT CONCESSION OPERATIONS ST. MARY'S PARK"**.

Intent

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 prices 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, variety of products, capacity and methodology, will be overriding factors, and price will 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 the 2012 Summer Entertainment Series in St. Mary's Park. The City is interested in entering into a contract for one (1) summer (June through August, 2012), and will consider options for additional years of service under the contract. St. Mary's Park is located on the north side of the River Raisin, just west of the intersection of Elm Avenue and Monroe Street. It is a 3-acre park in the heart of the City of Monroe, and includes a band shell, lighted tennis courts, bocce courts, playground equipment, a drinking fountain, and a restroom facility. It is located on the River Raisin Heritage Trail, making it a prime location for special events. 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 2012 Summer Entertainment Series in St. Mary's Park food concessions. No concession building is located in the park. The concessionaire will be responsible to transport, set up, and tear down of tables and a small (approx 12-15 foot) tent if desired. Prior approval must be obtained if tent stakes are used. This proposal covers the operation of food and beverage concessions at the St. Mary's Park 2012 Summer Entertainment Series in accordance with the following specifications and general conditions. The contract for concessions would begin in June 2012 and continue through August, 2012. Options for multi-year contracts will be considered.

Since 2008, various vendors sold concessions at the Summer Entertainment Series, providing hot and cold food, snacks, candy, popcorn, nuts, beverages and ice cream. The 2012 Summer Entertainment Series concessions shall be open whenever there is a concert or entertainment event sponsored by the City of Monroe Recreation Department. The schedule of events will be available approximately three months prior to the start of the series.

Gross Sales

There will be no fees or commission required for this contract.

Menu

Foods and beverages offered for sale shall be sold at reasonable prices. A dinner-type food item must be available for \$5.00 or less. 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.

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 at the series who shall be authorized to represent and act for the Concessionaire in matters pertaining to the operation of the concessions. 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. The Concessionaire shall comply with all applicable State and Federal Employment laws and regulations.

Food License

It is the responsibility of the vendor to determine if a permit is needed from the Monroe County Health Department, and to obtain such permit if desired.

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.

Garbage Disposal

The vendor is responsible to ensure that all garbage generated from the operation is placed into designated trash 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 a single 110 volt 15 amp outlet for electricity, used in connection with the operation of the food service operation of this agreement. The concessionaire will be responsible for providing extension cords and any other necessary electrical equipment. No water or other utilities are available at the site.

Repairs and Maintenance

The Concessionaire shall not make any alterations on the park premises without the written approval of the City. Repair costs resulting in abuse or neglect of cleaning and maintenance of the area 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

The Concessionaire may bring in their own equipment at the Concessionaire's expense if required for food offerings and equipment will be removed at the end of each event.

Advertising

The Concessionaire agrees not to advertise in any manner or form, on or about the premises, buildings or space licensed to him, with the exception that logos and/or the Concessionaire's name may appear on the equipment, menu(s), food wraps and other necessary materials. 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 St. Mary's Park concessions during the Summer Entertainment Series.

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. Variety and Cost of Food/Beverage Items to be Sold

Present a comprehensive list of food items and cost of each item that might be offered.

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.

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 14 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

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.

- 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 Monday, April 2, 2012, 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.

- The proposal is to be completed in legible form, preferably with computer word processing software.
- **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.
- **TIMELY SUBMITTAL:** Proposals are accepted until **MONDAY, APRIL 9, 2012 at 3:00 P.M.**
- 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.
- If your firm uses a standard contract, please provide a copy with your submittal.
- All correspondence or inquires from interested firms regarding this proposal shall be directed to the attention of Loretta LaPointe, Recreation Manager, City of Monroe, 120 East First Street, Monroe, Michigan 48461-2159; 734-384-9193; loretta.lapointe@monroemi.gov.

**REQUEST FOR PROPOSALS
FOR FOOD CONCESSION
OPERATIONS AT ST. MARY'S PARK
RFP--2012-
VENDOR QUESTIONNAIRE**

Date: _____

Firm Name: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Firm Established: Years in Business: _____

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.

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

How many clients does your company currently serve with the type of services described? 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.

How many employees does your company employ?

Full-time employees: _____ **Part-time employees:** _____

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

Describe methods of communication with your clients.

Provide a list of food items and cost to be offered.

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

Have you been involved in any litigation during the past five years? If so, provide an explanation.

Please attach a copy of your standard contract.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Resolution spreading the expenses of rental property inspection fee on the 2012 Summer Tax Roll.

DISCUSSION: By Charter those rental property inspection fees that are not paid are spread against those parcels on the 2012 Summer Tax Roll.

This resolution authorizes the City Assessor to spread same.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

Recommending the attached resolution be adopted and the unpaid rental inspection fee charges be placed upon the Summer 2012 Tax Roll.

REASON AGAINST:

INITIATED BY: City Treasurer' Office



Charles D. Evans, City Clerk/Treasurer

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City

Account Number

Amount

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

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: C. Evans



DATE: April 10, 2012

REVIEWED BY:

DATE:

COUNCIL MEETING DATE:

April 16, 2012

RESOLUTION

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

3 **WHEREAS**, a public hearing was held on April 16, 2012 for the purpose of reviewing,
4 and hearing objections to, the propriety of said special assessment upon the 2012 tax roll; and.

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

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

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

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

15 Dated: April 16, 2012

2012 Delinquent Rental Inspections - as of 3/23/12 4/10/12

<u>Name</u>	<u>Mailing address</u>	<u>City</u>	<u>Invoice</u>	<u>Amount</u>	<u>Parcel #</u>
KOPKE, JONATHON S	51 E LORAIN ST	MONROE MI 48162	CR102487	300.00	69-01296-000
FEDERAL NAT'L MORTGAGE ASSOC	425 PHILLIPS BLVD	TRENTON NJ 08618	CR112494	300.00	29-00404-021
BALDWIN, JOHN L JR	12136 EGGERT	DUNDEE MI 48131	CR112505	300.00	29-00368-001
BALDWIN, JOHN L JR	12136 EGGERT	DUNDEE MI 48131	CR112506	300.00	29-00368-001
JSC HOLDINGS COMPANY, LLC	135 OAK ST	TOLEDO OH 43460	CR112543	300.00	29-00112-000
JSC HOLDINGS COMPANY, LLC	135 OAK ST	TOLEDO OH 43460	CR112544	300.00	29-00112-000
LAROY, JACOB & CHRISTINA	865 FIX RD	MONROE MI 48162	CR112547	0 300.00	29-00437-000 pd 4/10/12
HUDSON, JORDAN A	1026 E SECOND ST	MONROE MI 48161	CR112565	300.00	49-01137-000
ROGERS, HILLARY S	57 HOOVER AVE #2	BLOOMFIELD NJ 07003-5227	CR112566	300.00	49-01192-000
MURPHY, GEORGE F & CHERYL L (TR)	2501 S FLAGLER DR	WEST PALM BEACH FL 33401	CR112592	300.00	19-00980-000
DICARLO, VITO & BERNADINE	935 CHERRY ST	MONROE MI 48161	CR112606	300.00	49-00929-000
H50840 WINCHESTER TRUST	PO BOX 102	NEW BALTIMORE MI 48047	CR112610	300.00	49-01206-000
H50840 WINCHESTER TRUST	PO BOX 102	NEW BALTIMORE MI 48047	CR112611	300.00	49-01206-000
TORO, AARON & HILARY	31344 HANDSOMER DR	FLAT ROCK MI 48134	CR112625	300.00	69-00916-000
WELCH, RICHARD & LAVONDA	13725 LAPLAISANCE RD	MONROE MI 48161	CR112670	0 300.00	39-00363-000 pd 4/10/12
KOPKE, TODD	711 W FRONT ST	MONROE MI 48161	CR112759	300.00	19-00750-000
MI SEVEN LLC	1125 PIERCE AVE	COLUMBIA SC 29201	CR112787	300.00	49-01416-000
KNAPP, BETH A	326 N MACOMB ST	MONROE MI 48162	CR112836	300.00	59-01719-000
DUNN, WILLIAM & DORIS	1245 N RAISINVILLE RD	MONROE MI 48162	CR112847	300.00	69-01299-000
GERWECK, JOHN C	5416 TEAKWOOD	MONROE MI 48161	CR112948	300.00	69-00333-294
CITY OF FAITH CHRISTIAN CENTER	1030 E SECOND ST	MONROE MI 48161	CR113207	300.00	49-01138-000
FARRIS, ROBERT & SHERRY	417 HUMPHREY ST	MONROE MI 48161	CR113211	300.00	49-01149-000
FARRIS, ROBERT & SHERRY	417 HUMPHREY ST	MONROE, MI 48161	CR113212	300.00	49-01149-000
FARRIS, ROBERT & SHERRY	417 HUMPHREY ST	MONROE MI 48161	CR113213	300.00	49-01188-000
SASS, DAVID RICHARD	3501 MEADOWCREST ST	MONROE MI 48162	CR113223	300.00	59-01901-001
SACKS, JOSHUA & BETH	16 CENTRAL AVENUE	PITTSBURGH PA 15238	CR113178	310.00	59-01787-010
STOTZ, BENJAMIN	7354 ALBAIN RD	IDA MI 48140	CR113152	300.00	69-00526-000
HARPER, SUSAN	452 N MONROE ST	MONROE MI 48162	CR113146	225.00	69-01326-000
OVERSTREET, TRACY	124 WADSWORTH ST	MONROE, MI 48161	CR113115	300.00	49-00170-000
MCBEE, JEFFREY D	2767 N TELEGRAPH	MONROE MI 48162	CR113055	0 300.00	69-00445-000 void 4/10/12
MWA, LLC	13696 SHADY LANE DR	MONROE MI 48161	CR113018	300.00	19-00051-000
CHAFFIN, SCOT E & MCBEE, JESSI	447 N MONROE ST	MONROE MI 48162	CR113005	300.00	69-01382-000
CHAFFIN, SCOT E & MCBEE, JESSI	447 N MONROE ST.	MONROE MI 48162	CR113006	300.00	69-01382-000
HEIDEN, GERALD M & DEBORAH A	13697 DIXON RD	DUNDEE MI 48131	CR112957	300.00	19-00065-000
HEIDEN, GERALD M & DEBORAH A	13697 DIXON RD	DUNDEE MI 48131	CR112961	300.00	19-00065-000
HEIDEN, GERALD M & DEBORAH A	13697 DIXON RD	DUNDEE MI 48131	CR112950	300.00	69-01225-000

\$10,735.00

Bal as of 4/10/12 9,835.00



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Resolution spreading the expenses of blight removal on the 2012 Summer Tax Roll.

DISCUSSION: By Charter, those blight removal expenses that are not paid are spread against those parcels on the 2012 Summer Tax roll.

This resolution authorizes the City Assessor to spread same.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

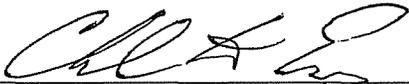
REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

Recommending the attached resolution be adopted and the unpaid blight removal invoice charges be placed upon the Summer 2012 Tax Roll.

REASON AGAINST:

INITIATED BY: City Treasurer' Office



Charles D. Evans, City Clerk/Treasurer

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: C. Evans 

DATE: April 10, 2012

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: April 16, 2012

RESOLUTION

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

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

5 **WHEREAS**, a public hearing was held on April 16, 2012 for the purpose of reviewing, and
6 hearing objections to, the propriety of said special assessment upon the 2012 tax roll; and.

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

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

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

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

17 Dated: April 16, 2012

Name	Property Address	City	Invoice No	Parcel Number	Total Due
MCCORMICK, EDWARD J JR & PATRIC	734 N MONROE ST	MONROE	0000157560	69-01348-001	pd 390.96 Bal = 43.01 433.97 on 3/20/12
FARRIS, ROBERT & SHERRY	1130 E FOURTH ST	MONROE	0000157586	49-01209-000	192.79
DICARLO, VITO & BERNADINE	935 CHERRY ST	MONROE	0000157903	49-00316-000	3,373.63
QUALITY PROPERTIES ASSET MGMT CO	402 MASON RUN BLVD V	MONROE	0000157907	59-01788-047	1,307.50
ABBOTT, HENRY JR & RHONDA	1017 E FOURTH ST	MONROE	0000157908	49-01204-000	66.71
FARRIS, ROBERT & SHERRY	314 EASTCHESTER ST	MONROE	0000157910	49-01188-000	302.70
GOINS, HERBERT/JENNINGS, BETTY	1008 E SECOND ST	MONROE	0000157913	49-01133-000	925.65
BAKER, BARBARA J	924 CALGARY DR	MONROE	0000158315	69-00544-120	401.10
DETROIT/TOLEDO SHORELINE RR	1225 E FIRST ST V	MONROE	0000158316	49-01506-004	1,625.68
JONES, HEATHER & DONALD	522 W SIXTH ST	MONROE	0000158319	19-00482-000	583.75
CAVIN, JIMMIE	321 KENTUCKY AVE	MONROE	0000158863	49-01202-000	954.64
HARBOUR PORTFOLIO VII LP	1014 E FIRST ST	MONROE	0000158864	49-01102-000	o 233.22 pd 4/5/12
HSBC BANK USA	319 S ROESSLER ST	MONROE	0000158874	19-00408-000	608.89
ANSEL, NORMAN R	1002 E FIFTH ST	MONROE	0000158876	49-01244-000	1,240.89
HARBOUR PORTFOLIO VII LP	1014 E FIRST ST	MONROE	0000158878	49-01102-000	o 135.54 pd 4/5/12
FEDERAL NATIONAL MORTGAGE ASSOC	1444 OAK ST	MONROE	0000158879	49-00490-000	4,686.48
BUSSELL, MICHELE A	712 W FRONT ST	MONROE	0000158881	19-00232-000	1,506.23
HRIVNAK, TIFFANY & LINDSAY, JOSH	316 HALF ST	MONROE	0000158882	49-00743-000	269.99
COPPING, MARK & ZAGORSKI, MARIA	402 WASHINGTON ST	MONROE	0000158883	29-00134-000	557.96
BRINSON, CHARLIE LEE	329 ALMYRA AVE	MONROE	0000158884	49-01430-000	1,856.83
KUDERIK, KYLE A	203 MAPLE BLVD	MONROE	0000158885	59-01382-000	617.68
HEIDEN, GERALD M & DEBORAH A	720 W SEVENTH ST	MONROE	0000158931	19-00065-000	199.13
FEDERAL NATIONAL MORTGAGE ASSOC	1444 OAK ST	MONROE	0000158933	49-00490-000	1,367.13
BAILS, STEVEN D	911 E SECOND ST	MONROE	0000159020	49-00068-000	296.11
HEIDEN, GERALD M & DEBORAH A	720 W SEVENTH ST	MONROE	0000159021	19-00065-000	296.36
BAC HOME LOAN SERVICING	814 E THIRD ST	MONROE	0000159115	49-00827-000	505.11

2012 Delq. Blight & Board-up Invoices

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
DUSSEAU, RICHARD A & KIMBERLY	99 WINCHESTER ST	MONROE	0000159185	49-01098-000	111.05
OVERBY, VINCENT M & DEBORAH E	1839 S CUSTER RD	MONROE	0000159186	19-00932-000	1,329.19
HUDSON, JORDAN A	1026 E SECOND ST	MONROE	0000159248	49-01137-000	277.09
HEIDEN, DEBORAH & GERALD	628 HUMPHREY ST	MONROE	0000159450	49-00666-000	668.36
DICARLO, VITO & BERNADINE	735 JEROME ST	MONROE	0000159659	49-00987-000	362.27
FIVE STAR ALLEGIANCE GROUP, LLC	209 WINCHESTER ST	MONROE	0000159661	49-01139-000	1,035.41
CREATIVE LAND DESIGN, INC	474 MASON RUN BLVD V	MONROE	0000157585	59-01788-059	191.42
SHAFFER, CLAUDE & C COUSINO	803 E ELM AVE	MONROE	0000157904	59-01416-000	160.31
GRODI, ROBERT C & SUSAN L FAVOT	528 WINCHESTER ST	MONROE	0000157911	49-01265-000	118.06
CARROLL, KITTY R	317 CASS ST	MONROE	0000157915	29-00219-000	122.89
JONES, HEATHER & DONALD	522 W SIXTH ST	MONROE	0000158314	19-00482-000	210.27
VALMASSEI, ULA	475 N MONROE ST	MONROE	0000158317	69-01388-000	354.98
SHAFFER, CLAUDE & C COUSINO	803 E ELM AVE	MONROE	0000158318	59-01416-000	301.40
BAC HOME LOAN SERVICING	814 E THIRD ST	MONROE	0000158862	49-00827-000	311.40
GRODI, ROBERT C & SUSAN L FAVOT	528 WINCHESTER ST	MONROE	0000158875	49-01265-000	148.32
HRIVNAK, TIFFANY & LINDSAY, JOSH	316 HALF ST	MONROE	0000158877	49-00743-000	186.30
JONES, HEATHER & DONALD	522 W SIXTH ST	MONROE	0000158934	19-00482-000	313.14
BEVERLY CATTO	110 S MONROE ST	MONROE	0000158993	29-00177-000	1,344.72

~~32,092.25~~

Del. as of 4/10/12 = 31,332.53



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Resolution spreading the expenses of snow removal on the 2012 Summer Tax Roll.

DISCUSSION: By Charter, those snow removal expenses that are not paid are spread against those parcels on the 2012 Summer Tax Roll.

This resolution authorizes the City Assessor to spread same.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

Recommending the attached resolution be adopted and the unpaid snow removal invoice charges be placed upon the Summer 2012 Tax Roll.

REASON AGAINST:

INITIATED BY: City Treasurer' Office



Charles D. Evans, City Clerk/Treasurer

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City

Account Number

Amount

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

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: C. Evans 

DATE: April 10, 2012

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: April 16, 2012

RESOLUTION

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

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

6 **WHEREAS**, a public hearing was held on April 16, 2012 for the purpose of reviewing,
7 and hearing objections to, the propriety of said special assessment upon the 2012 tax roll; and.

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

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

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

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

18 Dated: April 16, 2012

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
BEVERLY CATTO	110 S MONROE ST	MONROE	0000157561	29-00177-000	231.70
OLEY, PATRICIA A & RAYMOND P	216 E THIRD ST	MONROE	0000157588	39-00315-000	191.47
WHITE, PATRICIA	1437 PETERS ST	MONROE	0000157596	49-00497-000	182.64
HUNLEY, TAMMY A & REAU, LINDSAY	667 DANE DR	MONROE	0000157599	69-00333-198	182.64
KURIWCHAK, JOHN & MARY	215 AVE DE LAFAYETTE	MONROE	0000157601	69-00073-111	243.41

Bal as of 4/10/12 = 1,031.86



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Resolution spreading the expenses of demolitions on the 2012 Summer Tax Roll.

DISCUSSION: By Charter, those demolition expenses that are not paid are spread against those parcels on the 2012 Summer tax Roll.

This resolution authorizes the City Assessor to spread same.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

Recommending the attached resolution be adopted and the unpaid demolition invoice charges be placed upon the Summer 2012 Tax Roll.

REASON AGAINST:

INITIATED BY: City Treasurer' Office



Charles D. Evans, City Clerk/Treasurer

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: C. Evans 

DATE: April 10, 2012

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: April 16, 2012

RESOLUTION

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

4 **WHEREAS**, a public hearing was held on April 16, 2012 for the purpose of reviewing,
5 and hearing objections to, the propriety of said special assessment upon the 2012 tax roll; and.

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

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

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

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

16 Dated: April 16, 2012

2012 Delinquent Demolition Invoices - as of 3/24/12

4/10/12

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
JOHNSON, ROBERT & HELEN	118 ALMYRA AVE	MONROE	0000158079	49-00047-000	8,446.41
CARROLL, KITTY R	317 CASS ST	MONROE	0000158327	29-00219-000	9,126.00
WICKENHEISER, JOHN	629 W FRONT ST	MONROE	0000159396	19-00744-000	11,985.00
					29,557.41

Balance as of 4/10/12 =



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Resolution spreading the expenses for the cutting of weeds and grasses on the 2012 Summer Tax Roll.

DISCUSSION: By Charter those weed and grass expenses that are not paid are spread against those parcels on the 2012 Summer Tax Roll.

This resolution authorizes the City Assessor to spread same.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

Recommending the attached resolution be adopted and the expenses for the cutting of weeds & grasses be placed upon the Summer 2012 Tax Roll.

REASON AGAINST:

INITIATED BY: City Treasurer' Office



Charles D. Evans, City Clerk/Treasurer

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

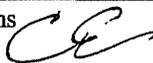
Cost of Total Project	\$
Cost of This Project Approval	\$
Related Annual Operating Cost	\$
Increased Revenue Expected/Year	\$

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

Budget Approval: _____

FACT SHEET PREPARED BY: C. Evans

REVIEWED BY:



DATE: April 10, 2012

DATE:

COUNCIL MEETING DATE: April 16, 2012

RESOLUTION

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

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

6 **WHEREAS**, a public hearing was held on April 16, 2012 for the purpose of reviewing, and
7 hearing objections to, the propriety of said special assessment upon the 2012 tax roll; and.

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

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

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

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

18

19 Dated: April 16, 2012

2012 Delinquent Weed & Grass Invoices

- 20 of 3/23/12 4/10/12

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
PARKS, CLIFFORD	1035 LAPLAISANCE ST V	MONROE	0000157969	49-01454-002	131.89
KOCH, ERIC	334 RICHARDS DR	MONROE	0000157973	69-00333-118	84.21
SOAVE, MICHAEL & OROZCO, JOSE	1114 E FIRST ST V	MONROE	0000157974	49-01110-000	68.10
SOAVE, MICHAEL & OROZCO, JOSE	1110 E FIRST ST V	MONROE	0000157975	49-01109-000	68.10
SOAVE, MICHAEL & OROZCO, JOSE	1126 E FIRST ST V	MONROE	0000157986	49-01112-000	68.10
SOAVE, MICHAEL & OROZCO, JOSE	1124 E FIRST ST V	MONROE	0000157987	49-01111-000	68.10
FRANKLIN ST CHURCH OF CHRIST	1007 FRANKLIN ST V	MONROE	0000158014	49-01081-000	84.21
CREDITUS LENDING 3 LP	802 E SECOND ST	MONROE	0000158017	49-00814-000	132.81
COCHRANE-LEE, DARLENE	1023 E SECOND ST V	MONROE	0000158024	49-01126-000	84.21
CAVIN, JIMMIE	321 KENTUCKY AVE	MONROE	0000158025	49-01202-000	84.21
WATKINS, EARNESTINE & RONALD	1411 OAK ST	MONROE	0000158027	49-00591-000	68.10
ENGEL, MICHELLE & BEADRIE, NICH	417 E ELM AVE	MONROE	0000158032	59-01784-000	68.10
SHAFFER, CLAUDE & C COUSINO	803 E ELM AVE	MONROE	0000158033	59-01416-000	84.21
COOPER, AARON P	834 WOLVERINE AVE	MONROE	0000158037	19-00619-000	68.10
PERNA, FRANK & CHRISTINA (ETAL)	989 WINSTON DR	MONROE	0000158038	19-00274-111	132.81
NEFF MONROE LLC	600 N TELEGRAPH RD	MONROE	0000158039	69-00709-000	0 100.41 pd 4/9/12
KECK, GARY & CATHERINE	920 MAPLE BLVD	MONROE	0000158043	59-01607-000	84.21
FLYNN, JOHN & SHARON	915 E FOURTH ST	MONROE	0000158050	49-00087-000	0 100.41 pd 4/9/12
VICARI, TONINO & FLORENCE, RENEE	17 W THIRD ST V	MONROE	0000158057	29-00224-000	0 68.10 pd 3/30/12
KALOURIA, RAJWANT	1520 ROSE ST	MONROE	0000158060	59-00426-000	68.10
TOEPPE, KELLIE M	516 W SIXTH ST	MONROE	0000158061	19-00483-000	181.32
JONES, HEATHER & DONALD	522 W SIXTH ST	MONROE	0000158062	19-00482-000	100.41
CARROLL, KITTY R	317 CASS ST	MONROE	0000158063	29-00219-000	100.41
YORK, DAVID RAYMOND	229 HARRISON ST	MONROE	0000158064	29-00318-000	84.21
CHAVIS, JOSEPH	701 STONE ST	MONROE	0000158065	19-00785-000	100.41
FRANKLIN ST CHURCH OF CHRIST	1009 FRANKLIN ST	MONROE	0000158068	49-01080-000	100.41

2012 Delinquent Weed & Grass Invoices

2/12

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
MONROE TRANSFER, LLC	1204 E THIRD ST	MONROE	0000158069	49-01513-000	208.32
BANK OF AMERICA	536 BENTLEY DR	MONROE	0000158070	69-00902-000	148.92
KOCH, ANDREW A	401 HUBER DR	MONROE	0000158073	69-01044-000	106.45
KEMPLEN, REBECCA & HAROLD	1002 E SIXTH ST	MONROE	0000158075	49-01330-000	116.61
GRODI, ROBERT C & SUSAN L FAVOT	528 WINCHESTER ST	MONROE	0000158077	49-01265-000	68.10
BAC HOME LOANS SERVICING L P	519 E SIXTH ST	MONROE	0000158078	39-00365-000	84.21
BAILS, STEVEN D & LISA M	530 E SIXTH ST	MONROE	0000158098	39-00448-000	55.86
POMERVILLE, RYAN	326 CASS ST	MONROE	0000158099	29-00266-004	99.49
LICHY, GARY R JR & LAURA M	150 BAPTISTE AVE	MONROE	0000158101	59-01787-038	83.44
DICARLO, VITO & BERNADINE	735 JEROME ST	MONROE	0000158106	49-00987-000	99.49
HOPINGS, MARK & CHRISTINA	737 HUBBLE ST	MONROE	0000158112	29-00404-061	99.49
QUALITY PROPERTIES ASSET MGMT CO	402 LAPOINTE AVE	MONROE	0000158113	59-01788-023	46.08
QUALITY PROPERTIES ASSET MGMT CO	406 LAPOINTE AVE	MONROE	0000158114	59-01788-024	46.08
QUALITY PROPERTIES ASSET MGMT CO	410 LAPOINTE AVE V	MONROE	0000158115	59-01788-025	46.08
QUALITY PROPERTIES ASSET MGMT CO	434 LAPOINTE AVE V	MONROE	0000158116	59-01788-031	46.08
QUALITY PROPERTIES ASSET MGMT CO	438 LAPOINTE AVE V	MONROE	0000158117	59-01788-032	46.08
QUALITY PROPERTIES ASSET MGMT CO	442 LAPOINTE AVE V	MONROE	0000158118	59-01788-033	46.08
QUALITY PROPERTIES ASSET MGMT CO	401 MASON RUN BLVD V	MONROE	0000158119	59-01788-046	46.08
QUALITY PROPERTIES ASSET MGMT CO	407 MASON RUN BLVD V	MONROE	0000158120	59-01788-045	46.08
QUALITY PROPERTIES ASSET MGMT CO	411 MASON RUN BLVD V	MONROE	0000158121	59-01788-044	46.08
QUALITY PROPERTIES ASSET MGMT CO	419 MASON RUN BLVD V	MONROE	0000158122	59-01788-042	46.08
QUALITY PROPERTIES ASSET MGMT CO	429 MASON RUN BLVD V	MONROE	0000158125	59-01788-040	46.08
QUALITY PROPERTIES ASSET MGMT CO	433 MASON RUN BLVD V	MONROE	0000158126	59-01788-039	46.08
QUALITY PROPERTIES ASSET MGMT CO	402 MASON RUN BLVD V	MONROE	0000158127	59-01788-047	46.08
QUALITY PROPERTIES ASSET MGMT CO	408 MASON RUN BLVD V	MONROE	0000158128	59-01788-048	46.08
QUALITY PROPERTIES ASSET MGMT CO	414 MASON RUN BLVD V	MONROE	0000158129	59-01788-049	46.08

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<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
QUALITY PROPERTIES ASSET MGMT CO	420 MASON RUN BLVD V	MONROE	0000158130	59-01788-050	46.08
QUALITY PROPERTIES ASSET MGMT CO	432 MASON RUN BLVD V	MONROE	0000158131	59-01788-052	46.08
QUALITY PROPERTIES ASSET MGMT CO	438 MASON RUN BLVD V	MONROE	0000158132	59-01788-053	46.08
QUALITY PROPERTIES ASSET MGMT CO	444 MASON RUN BLVD V	MONROE	0000158133	59-01788-054	46.08
QUALITY PROPERTIES ASSET MGMT CO	456 MASON RUN BLVD V	MONROE	0000158134	59-01788-056	46.08
QUALITY PROPERTIES ASSET MGMT CO	462 MASON RUN BLVD V	MONROE	0000158135	59-01788-057	46.08
QUALITY PROPERTIES ASSET MGMT CO	468 MASON RUN BLVD V	MONROE	0000158136	59-01788-058	46.08
CREATIVE LAND DESIGN, INC	474 MASON RUN BLVD V	MONROE	0000158137	59-01788-059	46.08
QUALITY PROPERTIES ASSET MGMT CO	480 MASON RUN BLVD V	MONROE	0000158138	59-01788-060	46.08
BANK OF AMERICA	701 BACON ST	MONROE	0000158139	19-00290-000	0 99.49 pd 4/3/12
EVANS, ELLIOTT	1115 W FRONT ST	MONROE	0000158143	19-00904-000	131.59
PARKS, CLIFFORD	1035 LAPLAISANCE ST V	MONROE	0000158161	49-01454-002	130.68
ROGERS, HILLARY S	317 KENTUCKY AVE	MONROE	0000158164	49-01192-000	83.44
TREDWAY, ANDREW & BRITNI WRIGHT	1025 LAPLAISANCE ST	MONROE	0000158167	49-01454-001	163.69
DAY, SUZANNE	439 THEODORE DR	MONROE	0000158168	69-00333-127	99.49
CHAVIS, JOSEPH	701 STONE ST	MONROE	0000158172	19-00785-000	67.47
OWINGS, MICHAEL	820 SMITH ST	MONROE	0000158173	29-00038-003	99.49
NELS, HOBBY	737 SMITH ST	MONROE	0000158174	29-00032-000	0 67.47 pd 4/10/12
WEST ELM PROPERTIES, LLC	1151 W ELM AVE	MONROE	0000158176	69-01507-000	775.74
SOAVE, MICHAEL & OROZCO, JOSE	1126 E FIRST ST V	MONROE	0000158179	49-01112-000	67.47
SOAVE, MICHAEL & OROZCO, JOSE	1124 E FIRST ST V	MONROE	0000158180	49-01111-000	67.47
SOAVE, MICHAEL & OROZCO, JOSE	1114 E FIRST ST V	MONROE	0000158181	49-01110-000	67.47
SOAVE, MICHAEL & OROZCO, JOSE	1110 E FIRST ST V	MONROE	0000158182	49-01109-000	67.47
CURRENCE, WILLIAM R II	804 E NINTH ST	MONROE	0000158186	49-00950-000	Bal = 6.16 83.44 pd 77.28 on 4/2/12
LWBR LLC	1321 E THIRD ST	MONROE	0000158189	49-00031-000	99.49
COCHRANE-LEE, DARLENE	1023 E SECOND ST V	MONROE	0000158190	49-01126-000	67.47

2012 Delinquent Weed & Grass Invoices

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
FRANKLIN ST CHURCH OF CHRIST	1009 FRANKLIN ST	MONROE	0000158192	49-01080-000	67.47
FRANKLIN ST CHURCH OF CHRIST	1007 FRANKLIN ST V	MONROE	0000158193	49-01081-000	51.34
EOFF, JOHN & ELLEN	511 S ROESSLER ST	MONROE	0000158195	19-00395-000	99.49
KLINGENSMITH, MICHAEL S	616 HUBBLE ST	MONROE	0000158196	29-00060-072	83.44
KLINGENSMITH, MICHAEL S	620 HUBBLE ST	MONROE	0000158197	29-00060-083	67.47
BANK OF AMERICA NA	916 N MONROE ST	MONROE	0000158198	69-01356-000	179.66
CREDITUS LENDING 3 LP	802 E SECOND ST	MONROE	0000158199	49-00814-000	99.49
BROWN, MARY L	1443 HAGANS ST	MONROE	0000158202	49-00525-000	67.47
CBM PROPERTIES, LLC	1300 WOOD ST	MONROE	0000158203	49-01523-003	99.49
BANK OF AMERICA	536 BENTLEY DR	MONROE	0000158224	69-00902-000	99.49
FOX, CHERYL M	418 WINCHESTER ST	MONROE	0000158226	49-01222-000	83.44
CAPBELL, JASON	523 WINCHESTER ST	MONROE	0000158227	49-01258-000	67.47
JETT, JANET	220 ALMYRA AVE V	MONROE	0000158229	49-00057-000	83.44
DROUILLARD, MARC	1225 E THIRD ST	MONROE	0000158230	49-01501-000	195.71
DEUTSCHE BANK TRUST CO AMERICAS	511 DONNALEE DR	MONROE	0000158232	69-00333-276	99.49
HARBOUR PORTFOLIO VII LP	1014 E FIRST ST	MONROE	0000158234	49-01102-000	83.44 <i>pd 4/5/12</i>
GOINS, HERBERT/JENNINGS, BETTY	1008 E SECOND ST	MONROE	0000158235	49-01133-000	67.47
BAC HOME LOAN SERVICING	814 E THIRD ST	MONROE	0000158238	49-00827-000	131.59
FULLER, ADAM & JIMMA	709 E THIRD ST	MONROE	0000158239	49-00717-000	67.47 <i>pd 3/26/12</i>
CHAN, YAT	118 W FIFTH ST	MONROE	0000158241	29-00308-000	83.44
SHAFFER, CLAUDE & C COUSINO	803 E ELM AVE	MONROE	0000158242	59-01416-000	83.44
MAYA UNLIMITED	1118 E THIRD ST V	MONROE	0000158288	49-01176-000	38.70
CITIMORTGAGE, INC	433 E SECOND ST	MONROE	0000158342	39-00386-000	193.90
ENGEL, MICHELLE & BEADRIE, NICH	417 E ELM AVE	MONROE	0000158343	59-01784-000	66.84
KINNEAR, JAMES & JULIE	423 W FIFTH ST	MONROE	0000158344	29-00060-056	66.84
POMERVILLE, RYAN	326 CASS ST	MONROE	0000158347	29-00266-004	98.57

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<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
NEFF MONROE LLC	600 N TELEGRAPH RD	MONROE	0000158359	69-00709-000	0 82.67 pd 4/9/12
BANK OF AMERICA	701 BACON ST	MONROE	0000158368	19-00290-000	0 97.13 pd 4/3/11
ERIN DEVELOPMENT	300 DETROIT AVE	MONROE	0000158370	59-00417-020	146.20
QUALITY PROPERTIES ASSET MGMT CO	401 MASON RUN BLVD V	MONROE	0000158379	59-01788-046	44.74
QUALITY PROPERTIES ASSET MGMT CO	407 MASON RUN BLVD V	MONROE	0000158380	59-01788-045	44.74
QUALITY PROPERTIES ASSET MGMT CO	411 MASON RUN BLVD V	MONROE	0000158381	59-01788-044	44.74
QUALITY PROPERTIES ASSET MGMT CO	419 MASON RUN BLVD V	MONROE	0000158382	59-01788-042	44.74
QUALITY PROPERTIES ASSET MGMT CO	429 MASON RUN BLVD V	MONROE	0000158383	59-01788-040	44.74
QUALITY PROPERTIES ASSET MGMT CO	433 MASON RUN BLVD V	MONROE	0000158384	59-01788-039	44.74
QUALITY PROPERTIES ASSET MGMT CO	402 MASON RUN BLVD V	MONROE	0000158385	59-01788-047	44.74
QUALITY PROPERTIES ASSET MGMT CO	408 MASON RUN BLVD V	MONROE	0000158386	59-01788-048	44.74
QUALITY PROPERTIES ASSET MGMT CO	414 MASON RUN BLVD V	MONROE	0000158387	59-01788-049	44.74
QUALITY PROPERTIES ASSET MGMT CO	420 MASON RUN BLVD V	MONROE	0000158388	59-01788-050	44.74
QUALITY PROPERTIES ASSET MGMT CO	432 MASON RUN BLVD V	MONROE	0000158389	59-01788-052	44.74
QUALITY PROPERTIES ASSET MGMT CO	438 MASON RUN BLVD V	MONROE	0000158390	59-01788-053	44.74
QUALITY PROPERTIES ASSET MGMT CO	444 MASON RUN BLVD V	MONROE	0000158391	59-01788-054	44.74
QUALITY PROPERTIES ASSET MGMT CO	456 MASON RUN BLVD V	MONROE	0000158392	59-01788-056	44.74
QUALITY PROPERTIES ASSET MGMT CO	462 MASON RUN BLVD V	MONROE	0000158393	59-01788-057	44.74
QUALITY PROPERTIES ASSET MGMT CO	468 MASON RUN BLVD V	MONROE	0000158394	59-01788-058	44.74
CREATIVE LAND DESIGN, INC	474 MASON RUN BLVD V	MONROE	0000158395	59-01788-059	44.74
QUALITY PROPERTIES ASSET MGMT CO	480 MASON RUN BLVD V	MONROE	0000158396	59-01788-060	44.74
QUALITY PROPERTIES ASSET MGMT CO	402 LAPOINTE AVE	MONROE	0000158397	59-01788-023	44.74
QUALITY PROPERTIES ASSET MGMT CO	406 LAPOINTE AVE	MONROE	0000158398	59-01788-024	44.74
QUALITY PROPERTIES ASSET MGMT CO	410 LAPOINTE AVE V	MONROE	0000158399	59-01788-025	44.74
QUALITY PROPERTIES ASSET MGMT CO	434 LAPOINTE AVE V	MONROE	0000158400	59-01788-031	44.74
QUALITY PROPERTIES ASSET MGMT CO	438 LAPOINTE AVE V	MONROE	0000158401	59-01788-032	44.74

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<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
QUALITY PROPERTIES ASSET MGMT CO	442 LAPOINTE AVE V	MONROE	0000158402	59-01788-033	44.74
CHAVIS, JOSEPH	701 STONE ST	MONROE	0000158404	19-00785-000	66.84
SOAVE, MICHAEL & OROZCO, JOSE	1110 E FIRST ST V	MONROE	0000158405	49-01109-000	50.25
SOAVE, MICHAEL & OROZCO, JOSE	1114 E FIRST ST V	MONROE	0000158406	49-01110-000	50.25
SOAVE, MICHAEL & OROZCO, JOSE	1124 E FIRST ST V	MONROE	0000158407	49-01111-000	50.25
SOAVE, MICHAEL & OROZCO, JOSE	1126 E FIRST ST V	MONROE	0000158408	49-01112-000	50.25
HARBOUR PORTFOLIO VII LP	1014 E FIRST ST	MONROE	0000158409	49-01102-000	0 66.84 pd 4/5/12
CREDITUS LENDING 3 LP	802 E SECOND ST	MONROE	0000158410	49-00814-000	98.57
GOINS, HERBERT/JENNINGS, BETTY	1008 E SECOND ST	MONROE	0000158411	49-01133-000	66.84
1109, LLC	1107 E THIRD ST	MONROE	0000158416	49-01167-000	0 66.84 pd 4/5/12
LWBR LLC	1321 E THIRD ST	MONROE	0000158417	49-00031-000	82.67
FLYNN, JOHN & SHARON	915 E FOURTH ST	MONROE	0000158418	49-00087-000	0 98.57 pd 4/9/12
MOHAMED, FAWZY A	1160 MICHIGAN AVE	MONROE	0000158419	59-00883-000	114.47
EVANS, ELLIOTT	1115 W FRONT ST	MONROE	0000158420	19-00904-000	82.67
NEW FAITH TEMPLE CHURCH	1247 E FIRST ST	MONROE	0000158424	49-01509-000	54.79
ITTEL, WILLIAM & ELIZABETH	322 SHADOWLAWN PL	MONROE	0000158426	69-00470-000	98.57
CAVIN, JIMMIE	321 KENTUCKY AVE	MONROE	0000158509	49-01202-000	82.67
ROGERS, HILLARY S	317 KENTUCKY AVE	MONROE	0000158510	49-01192-000	82.67
JONES, HEATHER & DONALD	522 W SIXTH ST	MONROE	0000158513	19-00482-000	130.37
FRANKLIN ST CHURCH OF CHRIST	1007 FRANKLIN ST V	MONROE	0000158514	49-01081-000	130.37
BROWN, MARY L	1443 HAGANS ST	MONROE	0000158515	49-00525-000	114.47
FRANKLIN ST CHURCH OF CHRIST	1009 FRANKLIN ST	MONROE	0000158516	49-01080-000	130.37
DROUILLARD, MARC	1225 E THIRD ST	MONROE	0000158518	49-01501-000	87.97
MONROE TRANSFER, LLC	1204 E THIRD ST	MONROE	0000158519	49-01513-000	146.20
SHAFFER, CLAUDE & C COUSINO	803 E ELM AVE	MONROE	0000158520	59-01416-000	82.67
SOAVE, MICHAEL & OROZCO, JOSE	1110 E FIRST ST V	MONROE	0000158521	49-01109-000	58.17

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<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
SOAVE, MICHAEL & OROZCO, JOSÉ	1114 E FIRST ST V	MONROE	0000158522	49-01110-000	58.17
SOAVE, MICHAEL & OROZCO, JOSE	1124 E FIRST ST V	MONROE	0000158523	49-01111-000	58.17
SOAVE, MICHAEL & OROZCO, JOSE	1126 E FIRST ST V	MONROE	0000158525	49-01112-000	58.17
NEW FAITH TEMPLE CHURCH	1247 E FIRST ST	MONROE	0000158526	49-01509-000	114.47
ENGEL, MICHELLE & BEADRIE, NICH	417 E ELM AVE	MONROE	0000158527	59-01784-000	98.57
HARBOUR PORTFOLIO VII LP	1014 E FIRST ST	MONROE	0000158528	49-01102-000	0 82.67 pd 4/5/12
ANSEL, NORMAN R	502 CONANT AVE	MONROE	0000158530	49-00455-000	98.57
VINSON, BOBBY	528 CONANT AVE	MONROE	0000158532	49-00459-000	66.84
ROSE, JEFFREY SCOTT	503 NORWOOD DR	MONROE	0000158533	49-00146-000	98.57
BANK OF AMERICA	701 BACON ST	MONROE	0000158534	19-00290-000	0 82.67 pd 4/3/12
COCHRANE-LEE, DARLENE	1023 E SECOND ST V	MONROE	0000158536	49-01126-000	82.67
NEFF MONROE LLC	600 N TELEGRAPH RD	MONROE	0000158537	69-00709-000	0 98.57 pd 4/9/12
CHAVIS, JOSEPH	701 STONE ST	MONROE	0000158539	19-00785-000	82.67
LWBR LLC	1321 E THIRD ST	MONROE	0000158540	49-00031-000	98.57
CAPBELL, JASON	523 WINCHESTER ST	MONROE	0000158541	49-01258-000	66.84
FOX, CHERYL M	418 WINCHESTER ST	MONROE	0000158542	49-01222-000	98.57
KEMPLER, REBECCA & HAROLD	1002 E SIXTH ST	MONROE	0000158543	49-01330-000	66.84
VEGA, JOHNNY M	1011 E SIXTH ST	MONROE	0000158544	49-01263-000	66.84
MONTAGUE, LAWRENCE & ANNA	501 NORWOOD DR V	MONROE	0000158547	49-00145-000	82.67
FLETCHER, JAMES & WANDA	1833 BAYVIEW DR	MONROE	0000158548	49-00184-000	82.67
BAC HOME LOANS SERVICING LP	121 MICHIGAN AVE	MONROE	0000158549	59-01420-002	98.57
CREDITUS LENDING 3 LP	802 E SECOND ST	MONROE	0000158581	49-00814-000	97.65
FEDERAL NATIONAL MORTGAGE ASSOC	1444 OAK ST	MONROE	0000158584	49-00490-000	207.84
EVANS, ELLIOTT	1115 W FRONT ST	MONROE	0000158585	19-00904-000	129.15
ENGEL, MICHELLE & BEADRIE, NICH	417 E ELM AVE	MONROE	0000158586	59-01784-000	81.90
QUALITY PROPERTIES ASSET MGMT CO	402 LAPOINTE AVE	MONROE	0000158588	59-01788-023	37.38

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<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
QUALITY PROPERTIES ASSET MGMT CO	406 LAPOINTE AVE	MONROE	0000158589	59-01788-024	37.38
QUALITY PROPERTIES ASSET MGMT CO	410 LAPOINTE AVE V	MONROE	0000158590	59-01788-025	37.38
QUALITY PROPERTIES ASSET MGMT CO	434 LAPOINTE AVE V	MONROE	0000158591	59-01788-031	37.38
QUALITY PROPERTIES ASSET MGMT CO	438 LAPOINTE AVE V	MONROE	0000158592	59-01788-032	37.38
QUALITY PROPERTIES ASSET MGMT CO	442 LAPOINTE AVE V	MONROE	0000158593	59-01788-033	37.38
QUALITY PROPERTIES ASSET MGMT CO	401 MASON RUN BLVD V	MONROE	0000158594	59-01788-046	37.38
QUALITY PROPERTIES ASSET MGMT CO	407 MASON RUN BLVD V	MONROE	0000158595	59-01788-045	37.38
QUALITY PROPERTIES ASSET MGMT CO	411 MASON RUN BLVD V	MONROE	0000158596	59-01788-044	37.38
QUALITY PROPERTIES ASSET MGMT CO	419 MASON RUN BLVD V	MONROE	0000158597	59-01788-042	37.38
QUALITY PROPERTIES ASSET MGMT CO	429 MASON RUN BLVD V	MONROE	0000158598	59-01788-040	37.38
QUALITY PROPERTIES ASSET MGMT CO	433 MASON RUN BLVD V	MONROE	0000158599	59-01788-039	37.38
QUALITY PROPERTIES ASSET MGMT CO	402 MASON RUN BLVD V	MONROE	0000158600	59-01788-047	37.38
QUALITY PROPERTIES ASSET MGMT CO	408 MASON RUN BLVD V	MONROE	0000158601	59-01788-048	37.38
QUALITY PROPERTIES ASSET MGMT CO	414 MASON RUN BLVD V	MONROE	0000158602	59-01788-049	37.38
QUALITY PROPERTIES ASSET MGMT CO	420 MASON RUN BLVD V	MONROE	0000158603	59-01788-050	37.38
QUALITY PROPERTIES ASSET MGMT CO	432 MASON RUN BLVD V	MONROE	0000158604	59-01788-052	37.38
QUALITY PROPERTIES ASSET MGMT CO	438 MASON RUN BLVD V	MONROE	0000158605	59-01788-053	37.38
QUALITY PROPERTIES ASSET MGMT CO	444 MASON RUN BLVD V	MONROE	0000158606	59-01788-054	37.38
QUALITY PROPERTIES ASSET MGMT CO	456 MASON RUN BLVD V	MONROE	0000158607	59-01788-056	37.38
QUALITY PROPERTIES ASSET MGMT CO	462 MASON RUN BLVD V	MONROE	0000158608	59-01788-057	37.38
QUALITY PROPERTIES ASSET MGMT CO	468 MASON RUN BLVD V	MONROE	0000158609	59-01788-058	37.38
CREATIVE LAND DESIGN, INC	474 MASON RUN BLVD V	MONROE	0000158610	59-01788-059	37.38
QUALITY PROPERTIES ASSET MGMT CO	480 MASON RUN BLVD V	MONROE	0000158611	59-01788-060	37.38
DEUTSCHE BANK NATIONAL TRUST CO	502 SCOTT ST	MONROE	0000158700	39-00302-000	97.65
SHAFER, CLAUDE & C COUSINO	803 E ELM AVE	MONROE	0000158702	59-01416-000	97.65
EVANS, DAKOTA & SHANON	1619 PETERS ST	MONROE	0000158703	49-00271-000	81.90

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<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
NEFF MONROE LLC	600 N TELEGRAPH RD	MONROE	0000158706	69-00709-000	0 97.65 pd 4/9/12
SOAVE, MICHAEL & OROZCO, JOSE	1110 E FIRST ST V	MONROE	0000158708	49-01109-000	41.94
SOAVE, MICHAEL & OROZCO, JOSE	1114 E FIRST ST V	MONROE	0000158709	49-01110-000	41.94
SOAVE, MICHAEL & OROZCO, JOSE	1124 E FIRST ST V	MONROE	0000158710	49-01111-000	41.94
SOAVE, MICHAEL & OROZCO, JOSE	1126 E FIRST ST V	MONROE	0000158711	49-01112-000	41.94
BAC HOME LOANS SERVICING LP	121 MICHIGAN AVE	MONROE	0000158712	59-01420-002	113.40
BANK OF AMERICA	701 BACON ST	MONROE	0000158713	19-00290-000	0 81.90 pd 4/3/12
TREDWAY, ANDREW & BRITNI WRIGHT	1025 LAPLAISANCE ST	MONROE	0000158716	49-01454-001	192.09
CHAVIS, JOSEPH	701 STONE ST	MONROE	0000158717	19-00785-000	66.21
HUDSON, JORDAN A	1026 E SECOND ST	MONROE	0000158718	49-01137-000	50.40
GOINS, HERBERT/JENNINGS, BETTY	1008 E SECOND ST	MONROE	0000158719	49-01133-000	66.21
FLYNN, JOHN & SHARON	915 E FOURTH ST	MONROE	0000158721	49-00087-000	0 97.65 pd 4/9/12
FRANKLIN ST CHURCH OF CHRIST	1007 FRANKLIN ST V	MONROE	0000158722	49-01081-000	66.21
FRANKLIN ST CHURCH OF CHRIST	1009 FRANKLIN ST	MONROE	0000158723	49-01080-000	66.21
WICKENHEISER, JOHN D (ETAL)	1002 HUMPHREY ST V	MONROE	0000158725	49-01056-000	66.21
EVANS, ELLIOTT	1115 W FRONT ST	MONROE	0000158726	19-00904-000	97.65
COOPER, AARON P	834 WOLVERINE AVE	MONROE	0000158727	19-00619-000	66.21
SHAFFER, CLAUDE & C COUSINO	803 E ELM AVE	MONROE	0000158728	59-01416-000	66.21
CITIMORTGAGE, INC	433 E SECOND ST	MONROE	0000158730	39-00386-000	66.21
BROWN, DONALD FRANCIS	75 NAVARRE ST	MONROE	0000158731	49-00676-000	81.90
LWBR LLC	1321 E THIRD ST	MONROE	0000158732	49-00031-000	113.40
TREECE, JASON E & KRISTINA	443 ARBOR AVE	MONROE	0000158797	59-01311-000	65.58
FLETCHER, JAMES & WANDA	1833 BAYVIEW DR	MONROE	0000158798	49-00184-000	96.73
ENGEL, MICHELLE & BEADRIE, NICH	417 E ELM AVE	MONROE	0000158802	59-01784-000	81.13
CAVIN, JIMMIE	321 KENTUCKY AVE	MONROE	0000158804	49-01202-000	65.58
JOHNSON, ROBERT & HELEN	118 ALMYRA AVE	MONROE	0000158805	49-00047-000	112.33

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<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
ALVAREZ, PEDRO S, BEATRIZ, & NOE	1369 MICHIGAN AVE	MONROE	0000158806	59-00938-000	174.68
ITTEL, WILLIAM & ELIZABETH	322 SHADOWLAWN PL	MONROE	0000158807	69-00470-000	65.58
STAHL, DOROTHY & HARRIS, SHERLEE	1257 RIVERVIEW AVE	MONROE	0000158808	59-00316-000	112.33
BROWN, DONALD FRANCIS	75 NAVARRE ST	MONROE	0000158811	49-00676-000	65.58
KOCH, ERIC	334 RICHARDS DR	MONROE	0000158812	69-00333-118	96.73
CHAVIS, JOSEPH	701 STONE ST	MONROE	0000158813	19-00785-000	69.85
KINNEAR, JAMES & JULIE	423 W FIFTH ST	MONROE	0000158818	29-00060-056	65.58
WEST, GEORGE H & LORIE	24 W NOBLE AVE	MONROE	0000158858	69-01403-000	65.58
DEUTSCHE BANK NATIONAL TRUST CO	502 SCOTT ST	MONROE	0000158860	39-00302-000	65.58
BANK OF AMERICA	701 BACON ST	MONROE	0000158897	19-00290-000	0 81.13 <i>pd 4/3/11</i>
CAPBELL, JASON	523 WINCHESTER ST	MONROE	0000158898	49-01258-000	65.58
CARMON, DELLA MAE	726 W FOURTH ST	MONROE	0000158899	19-00006-000	81.13
CARROLL, KITTY R	317 CASS ST	MONROE	0000158900	29-00219-000	81.13
CREDITUS LENDING 3 LP	802 E SECOND ST	MONROE	0000158901	49-00814-000	81.13
HARBOUR PORTFOLIO VII LP	1014 E FIRST ST	MONROE	0000158904	49-01102-000	0 65.58 <i>pd 4/5/11</i>
MILLER, CARLA	118 JEROME ST	MONROE	0000158905	49-00697-000	65.58
KUDERIK, KYLE A	203 MAPLE BLVD	MONROE	0000158906	59-01382-000	65.58
QUALITY PROPERTIES ASSET MGMT CO	402 MASON RUN BLVD V	MONROE	0000159026	59-01788-047	37.95
QUALITY PROPERTIES ASSET MGMT CO	408 MASON RUN BLVD V	MONROE	0000159027	59-01788-048	37.95
QUALITY PROPERTIES ASSET MGMT CO	414 MASON RUN BLVD V	MONROE	0000159028	59-01788-049	37.95
QUALITY PROPERTIES ASSET MGMT CO	420 MASON RUN BLVD V	MONROE	0000159029	59-01788-050	37.95
QUALITY PROPERTIES ASSET MGMT CO	432 MASON RUN BLVD V	MONROE	0000159030	59-01788-052	37.95
QUALITY PROPERTIES ASSET MGMT CO	438 MASON RUN BLVD V	MONROE	0000159031	59-01788-053	37.95
QUALITY PROPERTIES ASSET MGMT CO	444 MASON RUN BLVD V	MONROE	0000159032	59-01788-054	37.95
QUALITY PROPERTIES ASSET MGMT CO	456 MASON RUN BLVD V	MONROE	0000159033	59-01788-056	37.95
QUALITY PROPERTIES ASSET MGMT CO	462 MASON RUN BLVD V	MONROE	0000159034	59-01788-057	37.95

2012 Delinquent Weed & Grass Invoices

11/12

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
QUALITY PROPERTIES ASSET MGMT CO	468 MASON RUN BLVD V	MONROE	0000159035	59-01788-058	37.95
CREATIVE LAND DESIGN, INC	474 MASON RUN BLVD V	MONROE	0000159036	59-01788-059	37.95
QUALITY PROPERTIES ASSET MGMT CO	480 MASON RUN BLVD V	MONROE	0000159037	59-01788-060	37.95
QUALITY PROPERTIES ASSET MGMT CO	401 MASON RUN BLVD V	MONROE	0000159038	59-01788-046	37.95
QUALITY PROPERTIES ASSET MGMT CO	407 MASON RUN BLVD V	MONROE	0000159039	59-01788-045	37.95
QUALITY PROPERTIES ASSET MGMT CO	411 MASON RUN BLVD V	MONROE	0000159040	59-01788-044	37.95
QUALITY PROPERTIES ASSET MGMT CO	419 MASON RUN BLVD V	MONROE	0000159041	59-01788-042	37.95
QUALITY PROPERTIES ASSET MGMT CO	429 MASON RUN BLVD V	MONROE	0000159042	59-01788-040	37.95
QUALITY PROPERTIES ASSET MGMT CO	433 MASON RUN BLVD V	MONROE	0000159043	59-01788-039	37.95
QUALITY PROPERTIES ASSET MGMT CO	402 LAPOINTE AVE	MONROE	0000159044	59-01788-023	37.95
QUALITY PROPERTIES ASSET MGMT CO	406 LAPOINTE AVE	MONROE	0000159045	59-01788-024	37.95
QUALITY PROPERTIES ASSET MGMT CO	410 LAPOINTE AVE V	MONROE	0000159046	59-01788-025	37.95
QUALITY PROPERTIES ASSET MGMT CO	434 LAPOINTE AVE V	MONROE	0000159047	59-01788-031	37.95
QUALITY PROPERTIES ASSET MGMT CO	438 LAPOINTE AVE V	MONROE	0000159048	59-01788-032	37.95
QUALITY PROPERTIES ASSET MGMT CO	442 LAPOINTE AVE V	MONROE	0000159049	59-01788-033	37.95
PARKS, CLIFFORD	1035 LAPLAISANCE ST V	MONROE	0000159060	49-01454-002	146.44
LWBR LLC	1321 E THIRD ST	MONROE	0000159062	49-00031-000	95.81
CAMPBELL, JULIAN & PAULA	109 E NOBLE AVE	MONROE	0000159063	69-01237-000	34.05 pd 4/10/12
HUDSON, JORDAN A	1026 E SECOND ST	MONROE	0000159064	49-01137-000	64.95
SHAFFER, CLAUDE & C COUSINO	803 E ELM AVE	MONROE	0000159065	59-01416-000	64.95
MONROE TRANSFER, LLC	1204 E THIRD ST	MONROE	0000159066	49-01513-000	111.26
MOHAMED, FAWZY A	1160 MICHIGAN AVE	MONROE	0000159067	59-00883-000	95.81
SOAVE, MICHAEL & OROZCO, JOSE	1110 E FIRST ST V	MONROE	0000159069	49-01109-000	64.95
SOAVE, MICHAEL & OROZCO, JOSE	1114 E FIRST ST V	MONROE	0000159070	49-01110-000	64.95
SOAVE, MICHAEL & OROZCO, JOSE	1124 E FIRST ST V	MONROE	0000159071	49-01111-000	64.95
SOAVE, MICHAEL & OROZCO, JOSE	1126 E FIRST ST V	MONROE	0000159072	49-01112-000	64.95

2012 Delinquent Weed & Grass Invoices

12/12

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
HRIVNAK, TIFFANY & LINDSAY, JOSH	316 HALF ST	MONROE	0000159073	49-00743-000	56.34
MONROE BANK & TRUST	502 N ROESSLER ST V	MONROE	0000159075	69-00196-000	80.36
ENGEL, MICHELLE & BEADRIE, NICH	417 E ELM AVE	MONROE	0000159076	59-01784-000	80.36
WEST, GEORGE H & LORIE	24 W NOBLE AVE	MONROE	0000159077	69-01403-000	95.81
FLETCHER, JAMES & WANDA	1833 BAYVIEW DR	MONROE	0000159078	49-00184-000	126.71
CHAVIS, JOSEPH	701 STONE ST	MONROE	0000159079	19-00785-000	64.95
STAHL, DOROTHY & HARRIS, SHERLEE	1257 RIVERVIEW AVE	MONROE	0000159080	59-00316-000	64.95
JONES, TONI H	1239 E FIRST ST	MONROE	0000159081	49-01507-000	64.95
FRANKLIN ST CHURCH OF CHRIST	1007 FRANKLIN ST V	MONROE	0000159082	49-01081-000	49.46
FRANKLIN ST CHURCH OF CHRIST	1009 FRANKLIN ST	MONROE	0000159083	49-01080-000	80.36
WICKENHEISER, JOHN D (ETAL)	1132 FRANKLIN ST	MONROE	0000159085	49-01092-000	64.95
COCHRANE-LEE, DARLENE	1023 E SECOND ST V	MONROE	0000159086	49-01126-000	64.95
HUDSON, JORDAN A	1026 E SECOND ST	MONROE	0000159087	49-01137-000	64.95
NEW FAITH TEMPLE CHURCH	1247 E FIRST ST	MONROE	0000159089	49-01509-000	80.36
FLYNN, JOHN & SHARON	915 E FOURTH ST	MONROE	0000159096	49-00087-000	94.89
PETRAK, STEPHEN	730 N MONROE ST	MONROE	0000159098	69-01348-000	94.89
BYRD, FRANCES KAY	1008 E FIRST ST	MONROE	0000159099	49-01101-000	79.59
ITTEL, WILLIAM & ELIZABETH	322 SHADOWLAWN PL	MONROE	0000159321	69-00470-000	63.69
BANK OF AMERICA	536 BENTLEY DR	MONROE	0000159322	69-00902-000	200.00
OVERBY, VINCENT M & DEBORAH E	1839 S CUSTER RD	MONROE	0000159323	19-00932-000	63.69
OVERBY, VINCENT M & DEBORAH E	1839 S CUSTER RD	MONROE	0000159324	19-00932-000	66.20

o 94.89 pd 4/5/12

23,201.86

total as of 4/10/12 21,308.98



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Resolution spreading the expenses of sidewalk repair on the 2012 Summer Tax Roll.

DISCUSSION: By Charter, those expenses for sidewalk repair that are not paid are spread against those parcels on the 2012 Summer Tax Roll.

This resolution authorizes the City Assessor to spread same.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

Recommending the attached resolution be adopted and the unpaid expenses of sidewalk repair be placed upon the Summer 2012 Tax Roll.

REASON AGAINST:

INITIATED BY: City Treasurer' Office



Charles D. Evans, City Clerk/Treasurer

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: C. Evans 

DATE: April 10, 2012

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: April 16, 2012

RESOLUTION

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

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

6 **WHEREAS**, a public hearing was held on April 16, 2012 for the purpose of reviewing,
7 and hearing objections to, the propriety of said special assessment upon the 2012 tax roll; and.

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

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

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

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

18 Dated: April 16, 2012

4/10/12

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
DICKERSON, ELLA L (LC)	230 ALMYRA AVE	MONROE	0000159189	49-00061-000	76.14
CHEATHAM, BARBARA	404 ALMYRA AVE	MONROE	0000159191	49-01405-000	156.36
AGUILERA, MARTIN & MICHAELENE	520 ALMYRA AVE	MONROE	0000159194	49-00416-000	199.86
FALWELL, SHAWN	1610 BAYVIEW DR	MONROE	0000159195	49-00241-000	76.14
STATE OF MICHIGAN	502 CLARK ST	MONROE	0000159198	49-00515-000	283.61
STRINGER, STACI	526 CLARK ST	MONROE	0000159199	49-00522-000	0 175.12 pd 4-9-12
JONES, HAROLD	615 CLARK ST	MONROE	0000159201	49-00552-000	333.53
ANSEL, NORMAN R	221 CONANT AVE	MONROE	0000159204	49-00098-000	36.17
ESTES, RICK	518 CONANT AVE	MONROE	0000159210	49-00458-000	76.14
VINSON, BOBBY	528 CONANT AVE	MONROE	0000159212	49-00459-000	83.34
ANSEL, NORMAN R	1002 E FIFTH ST	MONROE	0000159214	49-01244-000	277.72
BYRD, MARY B	1002 E FIRST ST	MONROE	0000159215	49-01100-000	76.14
LEATHERY, RAY & TERESA	1020 E FIRST ST	MONROE	0000159216	49-01103-000	339.73
SOAVE, MICHAEL & OROZCO, JOSE	1126 E FIRST ST V	MONROE	0000159219	49-01112-000	179.89
GRIMES, RUBY & SAMANTHA C	1260 E FIRST ST	MONROE	0000159222	49-00002-000	76.14
LINDSAY, CHARLOTTE M	1268 E FIRST ST	MONROE	0000159223	49-00004-000	0 76.14 pd 3/30/12
CARMAN, DAVID M	1116 E FOURTH ST	MONROE	0000159228	49-01208-000	76.14
PRIDEMORE, LOLA	1122 E FRONT ST	MONROE	0000159235	49-01038-000	180.84
KILLION, WILLIAM TR	1125 E FRONT ST	MONROE	0000159236	49-01010-000	108.40
ANSEL, BRETT & SANDRA	1001 E SECOND ST	MONROE	0000159239	49-01131-000	236.06
KEMPLIN, REBECCA & HAROLD	1002 E SIXTH ST	MONROE	0000159243	49-01330-000	74.24
VEGA, JOHNNY M	1011 E SIXTH ST	MONROE	0000159244	49-01263-000	78.04
DENMAN, CASEY	1120 E THIRD ST V	MONROE	0000159253	49-01175-000	484.46
DENMAN, CASEY	1126 E THIRD ST V	MONROE	0000159254	49-01172-000	152.28
FARRIS, ROBERT SR & SHERRY	1130 E THIRD ST	MONROE	0000159255	49-01171-000	76.14
MONROE TRANSFER, LLC	1204 E THIRD ST	MONROE	0000159256	49-01513-000	3,244.81

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
DROUILLARD, MARC	1225 E THIRD ST	MONROE	0000159257	49-01501-000	1,250.11
WICKENHEISER, JOHN D (ETAL)	92 EASTCHESTER ST	MONROE	0000159259	49-01092-001	175.12
WICKENHEISER, JOHN D (ETAL)	1132 FRANKLIN ST	MONROE	0000159267	49-01092-000	74.24
BROWN, MARY L	1443 HAGANS ST	MONROE	0000159270	49-00525-000	39.97
WICKENHEISER, JOHN D (ETAL)	1002 HUMPHREY ST V	MONROE	0000159271	49-01056-000	306.46
LINTON, JAMES WALKER	1021 HUMPHREY ST	MONROE	0000159275	49-01051-000	240.31
ROGERS, HILLARY S	317 KENTUCKY AVE	MONROE	0000159279	49-01192-000	150.23
FARRIS, ROBERT & SHERRY	325 KENTUCKY AVE	MONROE	0000159280	49-01203-000	704.28
MONTAGUE, LAWRENCE & ANNA	501 NORWOOD DR V	MONROE	0000159281	49-00145-000	79.22
ROSE, JEFFREY SCOTT	503 NORWOOD DR	MONROE	0000159282	49-00146-000	387.92
HALL, WILLIE LOIS	707 NORWOOD DR	MONROE	0000159283	49-00161-000	81.86
ANSEL, NORMAN R	1727 OAK ST	MONROE	0000159287	49-00115-000	127.18
FRELON, MARTIN L	1419 PETERS ST	MONROE	0000159290	49-00504-000	190.32
LAWSON, ROY & EVA	1427 PETERS ST	MONROE	0000159291	49-00501-000	120.90
WHITE, PATRICIA	1437 PETERS ST	MONROE	0000159293	49-00497-000	421.12
REAL ESTATE SOLUTIONS UNLIMITED	1636 PETERS ST	MONROE	0000159296	49-00256-000	76.14
CLARE, KATHLEEN	321 RAILROAD ST V	MONROE	0000159298	49-01412-000	54.95
HACKERT, JAY D	75 WINCHESTER ST V	MONROE	0000159303	49-01061-000	150.38
DUSSEAU, RICHARD & KIM	85 WINCHESTER ST V	MONROE	0000159306	49-01084-000	343.98
DUSSEAU, RICHARD A & KIMBERLY	99 WINCHESTER ST	MONROE	0000159308	49-01098-000	91.34
FARRIS, ROBERT & SHERRY	211 WINCHESTER ST	MONROE	0000159310	49-01149-000	159.53
ROSE, JARED B & KRISTIN R	311 WINCHESTER ST V	MONROE	0000159311	49-01189-000	236.03
WILSON, CHARLES & CYNTHIA	417 WINCHESTER ST	MONROE	0000159313	49-01223-000	127.51
CAPBELL, JASON	523 WINCHESTER ST	MONROE	0000159316	49-01258-000	444.69
ROBERTSON, MARIO & ALAINA	602 WINCHESTER ST	MONROE	0000159317	49-01335-000	228.42

0 ~~81.86~~ pd 4/10/12

0 ~~54.95~~ pd 4/9/12

0 ~~228.42~~ pd 4/9/12

~~13,495.79~~

Bal as of 4/10/12 = 12,879.30



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Wastewater Treatment Plant Improvements – Phase III Financing

DISCUSSION: The Capital Improvement Program (CIP) for fiscal year 2013 approved the Wastewater Treatment Plant Improvements – Phase III project. The project was to be funded with bond financing through a low interest option. The City of Monroe has been awarded financing under the State Revolving Fund (SRF) which offers an interest rate of 2.5%. The purpose of the project is to construct an equalization basin, to rehabilitate portions of the collection system and to rehabilitate concrete tanks at the plant. The project entails constructing a seven (7) million gallon equalization basin, rehabilitating over five hundred (500) manholes, disconnecting catch basin cross connections from the collection system and rehabilitating numerous process tanks at the plant. By making improvements in the collection system and adding the equalization tank, all flows will be fully treated and handle the flows of a twenty-five (25) year twenty-four (24) hour storm event. The tanks that are scheduled to be rehabilitated are over forty (40) years old and are failing.

The bonds are requested to be issued in a not to exceed amount of \$19.0 million. The current project cost estimate is \$18.0 million. The additional bond amount requested is made to allow for flexibility in the financing process in case project costs should exceed that amount. The final bond amount to be issued is ultimately determined by the cost of the project when financing is through the SRF program. We will only receive funding from the State equal to our costs incurred.

The cost of the bond payments will be paid for through the rates charged by the Wastewater system. As a part of phase I of the plant improvements, a rate study/model was completed by Plante & Moran. That rate model continues to be used today for the establishment of the Wastewater System's service rates. The rate model was used to estimate the rate increase percentage over the next six years with this debt issue and other contingencies included. It estimates annual rate increases of 5.5% each year and no annual read charge increases. The two increases average to an approximate 4.7% increase each year.

The master agreement for the Monroe Metropolitan Water Pollution Control System that has been entered into between the City of Monroe, Frenchtown Charter Township, and Monroe Charter Township requires that if bonds are to be sold for the funding of improvements, the bonds must be sold through the County Agency pursuant to Act 342, Michigan Public Acts of 1939, as amended. This essentially means that the county will be selling the bonds and the city and the two townships will agree to fund the payments to be made on the bonds. The resolutions and contracts that need to be approved are discussed further in the attached letter from the City's bond counsel. It also describes the financing process. The documents to be approved are as follows:

1. Preliminary Resolution Requesting County Assistance
2. Act 342 Financing Contract
3. Resolution Approving Contract and Notice

It is recommended that the Mayor and City Council approve the resolutions and contract referenced for the financing of the phase III improvements at the Wastewater Treatment Plant.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: May 31, 2012

REASON FOR DEADLINE: County approval of contract and bond authorizing resolution in June

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Edward Sell, Finance Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Wastewater

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 18.0 million
	Cost of This Project Approval	\$ N/A
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

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

Budget Approval: 

FACT SHEET PREPARED BY: Edward Sell, Finance Director 

DATE: 4/11/2012

REVIEWED BY: 

DATE: 4-11-12

COUNCIL MEETING DATE: April 16, 2012

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

PATRICK F. MCGOW
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FAX (313) 496-8450
E-MAIL mcgow@millercanfield.com

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Warsaw • Wrocław

April 11, 2012

Mr. Edward J. Sell, Jr.
Finance Director
City of Monroe
120 East First Street
Monroe, MI 48161-2169

***Re: Financing Documents for Monroe Metropolitan Area Wastewater Treatment
Plant Phase III Improvements***

Dear Ed:

I have enclosed a series of documents to be considered for approval by the Monroe City Council at its April 16th meeting in connection with the proposed financing of the Phase III improvements to the Monroe Metropolitan Area Wastewater Treatment Plant (the "Plant"). As was discussed with the Control Board at its meeting last month, the Phase III improvements to the Plant include wet weather facilities, inflow and infiltration elimination improvements, together with all related site improvements, appurtenances and attachments.

As you are aware, the Master Agreement of 2001 which governs the Monroe Metropolitan Water Pollution Control System (the "Master Agreement") states that the financing of improvements to the Plant will be carried out by the County of Monroe (the "County") through the Monroe County Drain Commissioner, as County Agency, pursuant to Act 342, Public Acts of Michigan, 1939, as amended ("Act 342"). This is the same process that was used for past construction project financings at the Plant, most recently for Phase I in 2008 and Phase II in 2011. The bonds are expected to be sold to the Michigan Finance Authority (successor to the Michigan Municipal Bond Authority) as part of the State Revolving Fund loan program scheduled to close in September 2012. The bonds will be payable in 20 annual principal installments at an interest rate of 2.5% per annum.

We have drafted the documents and proceedings to enable the local units to complete all the necessary authorizations for the financing in one meeting. We are sending a similar set of documents to each of the three local units: the City of Monroe, Frenchtown Charter Township and Monroe Charter Township. The enclosed documents are briefly described below:

- ***Preliminary Resolution Requesting County Assistance:*** This resolution represents the first step in the financing process. It declares the City's intent to go forward with the project and the financing, and it requests that the County Drain Commissioner exercise its authority to issue bonds to finance the project under Act 342.
- ***Act 342 Financing Contract:*** This is the agreement between the County and the three local units setting forth the parties' various obligations over the life of the financing. In essence, the Contract states that the County will issue bonds in an amount not to exceed \$19,000,000 to finance the project and the local units will make payments to the County to cover the debt service on the bonds. Each local unit is responsible for its share of debt service as determined by its usage of the project. The local unit shares of debt service are designed to track the cost obligations set forth in the 2001 Master Agreement governing ownership and operation of the Plant. Each local unit pledges its limited tax full faith and credit as security for its payments under the contract.
- The Contract is similar in form to other Act 342 Contracts that the County has for other bond financed projects. The bonds are intended to be paid from the rates and charges generated by the users of the System. Act 342 and the Contract require the County and local units to each pledge their limited tax full faith and credit as security for the bonds. The Contract allocates the debt service to each local unit based on the provisions of the 2001 Master Agreement which allocates the share of any costs of upgrades and improvements based on the local units' percentage share of currently existing usage. Since the County is pledging its full faith and credit, the Contract authorizes the Drain Commissioner to oversee the establishment of rates and charges sufficient to cover the operations and debt service on the bonds. The Contract also contains the standard provisions in all Monroe County Act 342 financings which indicate that the local units will indemnify the County in the event of any litigation relating to the Plant or issuance of the bonds.
- ***Resolution Approving Contract and Notice:*** Act 342 requires that the governing body of each participating local unit approve the Contract with the County. Moreover, before the Contract can become effective, each local unit must publish notice in a newspaper of general local circulation describing the project and the Contract, stating the total debt to be issued under the Contract, informing the local unit's taxpayers of the limited tax full faith and credit pledge and notifying them that there is a forty-five-day referendum period during which the Contract may become subject to voter approval if a petition is signed by at least ten percent of the local unit's registered electors and submitted to the Clerk. This resolution both approves the Contract and directs the Clerk to publish the notice. Although the Contract may be executed by each local unit immediately upon local unit approval, it is not effective until the last local unit's referendum period has expired.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Mr. Ed Sell

-3-

April 11, 2012

After the resolutions are adopted, the form of notice in the Resolution Approving Contract and Notice should be duplicated and published by the Clerk in the *Monroe Evening News* as a *¼ page display advertisement*. The size requirement is statutory, so it might be a good idea to get confirmation of the size from the newspaper before the notice is actually published. Please ask the paper for five (5) publisher's affidavits with "tear sheets" and forward them to me once you have received them. In the meantime, please forward the certified resolutions to me once adopted, along with the executed Contract (again, the contract may be executed immediately, even before the referendum period has expired).

After approval of the Contract by each of the local units, the Contract will be submitted to the County Board of Commissioners for approval of the Contract and a Bond Authorizing Resolution.

Should you have any questions, please give me a call.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By: 

Patrick F. McGow

Enclosures

Cc: (with Enclosures)
George Brown, City Manager
David Thompson, Drain Commissioner
Barry LaRoy, Utilities Director
Kari Blanchett
Thomas Ready, Esq.

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20,043,576.1\061970-00094

PRELIMINARY RESOLUTION REQUESTING
MONROE METROPOLITAN WATER POLLUTION CONTROL SYSTEM
PHASE III IMPROVEMENTS

City of Monroe
County of Monroe, Michigan

Minutes of a regular meeting of the City Council of the City of Monroe, County of Monroe, Michigan (the "City") held in the City Hall in the City on the 16th day of April, 2012, at 7:30 p.m., Eastern Daylight Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the City of Monroe, County of Monroe, Michigan (the "City") has determined that it is necessary for the public health, safety and welfare of the City to acquire and construct improvements to the Monroe County Sewage Disposal System (Monroe Metropolitan Water Pollution Control System) (the "System"), consisting of acquiring, constructing, furnishing and equipping improvements to the Monroe Metropolitan Area Wastewater Treatment Plant, including wet weather facilities, inflow and infiltration elimination improvements, together with all related site improvements, appurtenances and attachments (the "Improvements"); and

WHEREAS, after extensive study it has been determined that it is not desirable for the City to finance the Improvements alone; and

WHEREAS, pursuant to Act No. 342, Public Acts of Michigan, 1939, as amended (the "Act"), the Monroe County Board of Commissioners has designated the Monroe County Drain Commissioner (the "County Agency") to act as the County Agency under the Act; and

WHEREAS, the Act authorizes a county to establish a system or systems of water, sewer and/or sewage disposal improvements and services within or between cities, villages and townships and to improve, enlarge, extend and operate such systems and to enter into a contract for the acquisition, improvement, enlargement or extension of such systems and the payment of the cost thereof by a local unit of government such as the City, with interest, over a period of not exceeding forty (40) years, and the County is then authorized pursuant to appropriate action of its Board of Commissioners, to issue bonds of the County to provide the funds therefor, secured by the contractual obligations of the local unit of government; and

WHEREAS, the Act provides the only practicable method and means for acquiring and financing the Improvements which are vitally necessary for the public health and welfare of the residents of the County residing in the City.

NOW THEREFORE, BE IT RESOLVED THAT:

1. Determination of Need. It is hereby determined that it is impractical and financially undesirable for the City to undertake the Improvements alone.

2. Request for County Assistance. The City hereby requests the assistance of the County and the County Agency in the acquisition and financing of the Improvements under the terms of the Act.

3. Consultants. The City hereby recommends that the County and the County Agency employ the following consultants already working with the City in connection with the Improvements:

As bond counsel: Miller, Canfield, Paddock and Stone, P.L.C.
Detroit, Michigan

As financial advisor: Public Financial Management, Inc.
Ann Arbor, Michigan

As engineers: URS Corporation
Southfield, Michigan

4. Cooperation. The City and all agents and employees shall cooperate with the County and the County Agency to the end that there may be issued as promptly as possible County of Monroe bonds in an amount not to exceed \$19,000,000, in one or more series, which amount, together with other available funds, will be sufficient to pay the presently estimated total cost of the Improvements. Said bonds shall be retired out of payments made by the City and the other local units in the System to the County of Monroe in amounts fully sufficient to meet all principal and interest requirements thereon. The full faith and credit of the County is requested as secondary security for the Bonds.

5. Reimbursement for Expenses to County Agency. The City hereby agrees to reimburse the County and the County Agency for its share of all expenses incurred in connection with the Improvements, should the financing and construction of the Improvements not be completed for any reason whatsoever.

[Remainder of page left blank intentionally]

6. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

Charles Evans
City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Monroe, County of Monroe, Michigan, at a regular meeting held on April 16, 2012, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Charles Evans
City Clerk

MONROE COUNTY SEWAGE DISPOSAL SYSTEM
(MONROE METROPOLITAN WATER POLLUTION CONTROL SYSTEM)
PHASE III IMPROVEMENTS CONTRACT

THIS CONTRACT, made and entered into as of the 1st day of May, 2012, by and among the COUNTY OF MONROE, a county corporation in the State of Michigan (the "County"), its Drain Commissioner, as County Agency under Act No. 342, Public Acts of Michigan, 1939, as amended, and the CITY OF MONROE, CHARTER TOWNSHIP OF FRENCHTOWN and CHARTER TOWNSHIP OF MONROE, each municipal corporations located within the County (each a "Local Unit" and together, the "Local Units"; the City of Monroe sometimes referred to herein as the "City").

W I T N E S S E T H:

WHEREAS, by resolution previously adopted by the Board of Commissioners of the County, the Monroe County Drain Commissioner (the "County Agency") was authorized to be established as County Agency pursuant to Act No. 342, Public Acts of Michigan, 1939, as amended ("Act 342"); and

WHEREAS, the duly qualified and acting County Agency has been established with all the rights, powers and duties as specified in Act 342; and

WHEREAS, pursuant to Act 342 and the MASTER AGREEMENT OF 2001 AD FOR THE MONROE METROPOLITAN WATER POLLUTION CONTROL SYSTEM, among the County and the Local Units (said agreement referred to as the "Master Agreement"), the Local Units have acquired and constructed, and the City is now operating, the Monroe Metropolitan Water Pollution Control System (the "System") to provide wastewater treatment and sewage disposal service to the Local Units; and

WHEREAS, it is immediately necessary for the public health and welfare of the present and future residents of the Local Units that the County undertake improvements to the System consisting of acquiring, constructing, furnishing and equipping improvements to the Monroe Metropolitan Area Wastewater Treatment Plant, including wet weather facilities, inflow and infiltration elimination improvements, together with all related site improvements, appurtenances and attachments (the "Improvements") to serve the Local Units; and

WHEREAS, Act 342 authorizes a county to acquire sewage disposal systems and to improve, enlarge, extend and operate such systems; and

WHEREAS, by the terms of Act 342, the County and the Local Units are authorized to enter into a contract for the acquisition, improvement, enlargement or extension of the System and the payment of the cost thereof by the Local Units, with interest, over a period of not exceeding forty (40) years, and the County is then authorized, pursuant to appropriate action of its Board of Commissioners, to issue bonds of the County to provide the funds therefor, secured by the contractual obligations of the Local Units as set forth herein; and

WHEREAS, Act 342 provides the only practicable method and means for acquiring and financing the Improvements so vitally necessary for the public health and welfare of the residents of the County residing in the Local Units to be served, and will result in the lowest cost for the money necessary to be borrowed for such purpose; and

WHEREAS, plans and an estimate of cost of the Improvements have been prepared by URS Corporation, consulting engineers of Southfield, Michigan (the “engineers”), which said estimate of cost totals \$18,000,000; and

WHEREAS, it is proposed that a portion of the cost of the Improvements be financed by the issuance of County bonds in one or more series; and

WHEREAS, each or any series of bonds herein referred to may be sold at a competitive or negotiated sale to a private underwriter or purchaser, or may be purchased by the Michigan Finance Authority (the “MFA”) in the State Revolving Fund Loan program (“SRF”); and

WHEREAS, in order to provide for the acquisition and construction of the Improvements by the County and the financing of the cost thereof by the issuance of County bonds, and for other related matters, it is necessary for the parties to enter into this Contract; and

WHEREAS, each Local Unit has or will shortly publish the requisite notice informing its citizens and taxpayers of their referendum rights with respect to this Contract.

THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE COVENANTS OF EACH OTHER, THE PARTIES AGREE AS FOLLOWS:

1. Approval of Acquisition, Construction and Financing of Improvements. The parties approve and agree to the acquisition, construction and financing of the Improvements under and pursuant to Act 342.

2. Approval of Plans. The Improvements shall consist of various improvements to the System, as are more particularly set forth in the preliminary plans which have been prepared and submitted by the consulting engineers, which plans are on file with the County Agency and are hereby approved and adopted.

3. Local Unit Consent to Establishment and Location of Improvements. Each Local Unit by way of compliance with Section 29, Article VII, Michigan Constitution of 1963, hereby consents and agrees to the establishment and location of the Improvements within their corporate boundaries and to the use by the County of their streets, highways, alleys, lands, rights-of-way or other public places for the purpose of constructing, operating and maintaining the Improvements as part of the System, and any improvements, enlargements and extensions thereto.

4. Local Unit Consent to Service. The Improvements are designed to service those areas in and around the Local Units in need of wastewater treatment service and is immediately necessary to protect and preserve the public health, and each Local Unit does hereby consent to such service being furnished by the Improvements as a part of the System to the individual users in these areas.

5. Approval of Plans and Cost. The County Agency and the Local Units hereby approve and confirm the preliminary plans for the Improvements prepared by the engineers and the estimated costs thereof in the amount of \$18,000,000. Said estimated costs includes all surveys, plans, specifications, acquisition of property for rights-of-way, physical construction necessary to acquire and construct the Improvements, the acquisition of all materials, machinery and necessary equipment, contingency allowance, and engineering, engineering supervision, capitalized interest, administrative, legal and financing expenses necessary in connection with the acquisition and construction of the Improvements and the financing thereof.

6. County Agency Acquisition, Construction and Bidding Responsibilities; Requirements for Increased Costs. The County Agency will acquire and construct the Improvements and for that purpose will take bids for the acquisition and construction thereof prior to the time that any bonds are issued for the purpose of financing costs of the Improvements. The County Agency shall in no event enter into any final contract or contracts for the acquisition and construction of the Improvements if such contract price or prices will be such as to cause the actual cost of the Improvements to the Local Units to exceed the estimated total cost of the Improvements as approved in this Contract, unless the Local Units, by resolutions of their legislative bodies, (a) approve said increased cost and (b) agree to pay the excess over the estimated cost, either in cash or by specifically authorizing the maximum principal amount of bonds to be issued, as provided in Sections 9 and 10 of this Contract, to be increased to an amount which will provide sufficient funds to meet said increased cost and a similar increase to the installment obligations of the Local Units pledged under the terms of this Contract to the payment of such bonds.

7. Acquisition and Construction in Accordance with Plans and Specifications. The Improvements shall be acquired and constructed by the County Agency in accordance with the plans and specifications therefor based upon plans approved by this Contract, except that minor variations from said plans and specifications may be made without the approval of the Local Units if such variations shall not materially affect such plans and specifications. All matters relating to engineering plans and specifications, together with the making and letting of final construction contracts for the Improvements, the approval of work and materials thereunder, and construction supervision, shall be in the exclusive control of the County Agency.

8. Incorporation of Master Agreement Provisions; Adjustments for Increased Costs. The provisions of the Master Agreement relating to the Board of Control of the System, operation of the System, establishment of rates and charges and use of revenues of the System, allocation of capacity, and ownership of the System, as set forth in the Master Agreement, are incorporated herein and shall continue in effect, except as provided herein. Each Local Unit covenants that should it appear that additional funds will be needed to pay the expenses of operation, maintenance and administration of the System and/or debt service on the bonds when due, the Local Unit will cooperate with the County Agency and cause to be increased rates and charges for the use of all System facilities of the Local Unit, or take such other actions, so that sufficient revenues will be available for such purposes. The County Agency shall have the right to examine the books and records of any Local Unit relative to the System and, after conferring with the Local Unit and the Board of Control established pursuant to the Master Agreement, shall have the authority to increase or cause to be increased such rates and charges should it appear to the County Agency that additional funds will be needed for such purposes.

The parties hereto agree that the Improvements shall be acquired, constructed, operated, administered and maintained for the sole use and benefit of the Local Units and their System users, and the Local Units shall pay all costs in connection therewith. The Local Units shall have the exclusive right and discretion to determine policy for the use, expansion and improvement of the System in accordance with the Master Agreement, subject only to review by the County Agency on the basis of sound public utility operational procedure

If during the term of this Contract there is a conflict between the terms of the Master Agreement and the terms of this Contract, the terms of this Contract shall prevail.

9. County Agency Actions. To provide for the construction and financing of the Improvements in accordance with the provisions of Act 342 the County Agency shall take the following steps:

(a) The County Agency will submit to the Board of Commissioners of the County a resolution or resolutions providing for the issuance of bonds in the aggregate principal amount of not to exceed Nineteen Million Dollars (\$19,000,000) (except as authorized pursuant to Section 6 of this Contract), in one or more series, to finance costs of the Improvements. Said bonds shall mature serially as hereinafter provided and shall be secured primarily by the contractual obligations of each Local Unit to pay its installments due, plus interest, as hereinafter provided in this Contract, and secondarily, if approved by a majority of the members-elect of the Board of Commissioners, by the full faith and credit of the County. After due adoption of any such resolution, the County Agency will take all necessary legal procedures and steps necessary to effectuate the sale and delivery of said bonds.

(b) The County Agency shall take all steps necessary to take bids for and enter into and execute final construction contracts for the acquisition and construction of the Improvements as specified and approved earlier in this Contract, in accordance with the plans and specifications therefor based on the plans as approved by this Contract. Said contracts shall specify a completion date agreeable to the Local Units and the County Agency.

(c) The County Agency will require and procure from the contractor or contractors undertaking the actual construction and acquisition of the Improvements all necessary and proper bonds to guarantee the performance of the contract or contracts, and such labor and material bonds as may be required by law, in such amount and such forms as may be approved by the County Agency.

(d) The County Agency, upon receipt of the proceeds of sale of any bonds referred to in this Contract, will comply with all provisions and requirements provided for in the resolution authorizing the issuance of such bonds and this Contract relative to the disposition and use of the proceeds of sale of such bonds.

(e) The County may temporarily invest any bond proceeds or other funds held by it for the benefit of the Local Units as permitted by law, and investment income shall accrue to and following the fund producing such income. Neither the County nor the Local Units shall invest,

reinvest, or accumulate any moneys deemed to be proceeds of the bonds pursuant to applicable federal law and regulations, in such a manner as to cause the bonds to be “arbitrage bonds” within the meaning of said law and regulations, nor shall either take or fail to take any actions which would cause the interest on the bonds to be included in gross income for federal income taxation purposes.

10. Payments by Local Units. The cost of the Improvements to be financed by the issuance of the aforesaid bonds shall be charged to and paid by the Local Units to the County in the manner and at the times herein set forth. The principal amount of the bonds shall be paid to the County in annual principal installments, plus interest and other expenses as hereinafter provided, on October 1st of each year, as set forth in the schedule attached hereto as Exhibit A.

Pursuant to the Master Agreement, the percentage share of payments under this Contract allocated to each Local Unit (each Local Unit’s “Local Unit Share”) shall be based on Currently Existing Usage (as defined in the Master Agreement). Initially, the Local Unit Shares shall be as follows:

City of Monroe	44.361%
Charter Township of Frenchtown	31.661%
<u>Charter Township of Monroe</u>	<u>23.978%</u>
	100.000%

The County and the Local Units hereby acknowledge and agree that the Local Unit Shares may adjust annually to reflect changes in Current Existing Usage. Each Local Unit shall pay its then-current Local Unit Share of each payment required to be made by the Local Units to the County Agency pursuant to this Contract.

It is understood and agreed that the bonds of the County previously referred to will be issued in anticipation of the above contractual obligation, with principal maturities on October 1 of each year, corresponding to the principal amount of the above-described installments, and the Local Units shall also pay to the County in addition to said principal installments, on April 1st and October 1st of each year, commencing October 1, 2012, or such other date as required to meet the debt service on the bonds, as accrued interest on the principal amount remaining unpaid, an amount sufficient to pay all interest due on the succeeding interest payment dates (April 1st and October 1st) on the County bonds from time to time outstanding. From time to time as the County Agency is billed by the paying agent for the bonds to be issued for its services as paying agent/transfer agent/registrar for the bonds, and as other costs and expenses accrue to the County Agency from handling of the payments made by the Local Units, or from other actions taken in connection with the Improvements, the County Agency shall promptly notify the Local Units of the amount of such paying agent fees and other costs and expenses, and the Local Units shall promptly remit to the County Agency sufficient funds to meet such fees and other costs and expenses.

It is understood and agreed that the payments described in the previous paragraph are required to be made for the purpose of paying principal and interest on the bonds to be issued by

the County for the Local Units and for costs related to the issuance and servicing of the bonds and therefore the Local Units will make the payments to the County not less than three (3) business days prior to the payment date.

Should cash payments be required from the Local Units in addition to the amounts specified in the preceding paragraphs of this Section 10 to meet costs of constructing the Improvements, the Local Units shall, upon written request by the County Agency, furnish to the County Agency satisfactory written evidence of their agreement and ability to make such additional cash payments, and the County Agency may elect not to proceed with the acquisition or financing of the Improvements until the County Agency receives such written evidence. The Local Units shall pay to the County Agency such additional cash payments within thirty (30) days after written request for such payment has been delivered by the County Agency to the Local Units.

It is further understood that in the event that principal amount of the bonds is reduced as provided in Section 16 of the Contract, then the annual principal installments shall be adjusted by the County acting through the County Agency and the County Agency shall notify the Local Units of such adjustments as provided in the following paragraph.

The County Agency shall, within thirty (30) days after the delivery of any bonds of the County previously referred to (including delivery to MFA as provided in the SRF program, if applicable), furnish the Local Units with a complete schedule of maturities of principal and interest thereon, and the Board shall also, at least thirty (30) days prior to each principal and/or interest installment due date, advise the Local Units, in writing, of the exact amount of principal and/or interest due on the County bonds on the next succeeding bond principal and/or interest due date, and payable by the Local Units on the first day of the month immediately preceding, as previously provided. Failure of the Board to notify the Local Units of any such payment shall not relieve the Local Units of the obligation to make such payment.

If any principal installment or interest is not paid when due, the amount not so paid shall be subject to a penalty, in addition to interest, of one percent (1%) thereof for each month or fraction thereof that the same remains unpaid after the due date.

11. Limited Tax Full Faith and Credit Pledge of Each Local Unit. Each the Local Unit, pursuant to specific authorization of Section 5a of Act 342, hereby irrevocably pledges its full faith and credit for the prompt and timely payment of its obligations pledged for bond payments as expressed in this Contract. Pursuant to such pledge, if other funds are not available, the Local Units shall be required to pay such amounts from any of its general funds as a first budget obligation, and shall each year, commencing with the year 2012, levy an ad valorem tax on all the taxable property in the Local Units in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Contract becoming due before the time of the following year's tax collections, such annual levy, however, to be subject to applicable constitutional, statutory and charter tax limitations, unless this Contract is approved by vote of the electors of the Local Units. The foregoing commitments of the Local Units are expressly recognized as being for the purpose of providing funds to meet its contractual obligations in anticipation of which the County bonds previously referred to are issued. Nothing herein contained shall be construed to prevent the Local Units from using any,

or any combination of, the means and methods provided in Act 342, for the purpose of providing funds to meet its obligations under this Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount. It is the intent of each Local Unit to generate sufficient revenue from the rates and charges from users of the System to meet its debt service obligations under this Contract, and such funds may be taken into account when determining a Local Unit's obligation to levy taxes to the extent such moneys are available to pay the obligations incurred by the Local Unit pursuant to this Contract.

12. Prepayment. Each Local Unit may pay in advance any of its payments required to be made by this Contract, in which event the County Agency shall credit the Local Unit with such advance payment on future-due payments to the extent of such advance payment.

13. Additional Payments Applied to Call of Refunding Bonds. If any bonds referred to in this Contract are callable, each Local Unit may pay additional moneys over and above any of the payments specified in this Contract, with the written request that said additional funds be used to call bonds for redemption prior to maturity, in which event the County Agency shall be obligated to apply and use said moneys for such purpose to the fullest extent possible. Such moneys shall not then be credited as advance payments under the provisions of Section 12 of this Contract.

14. Default by Local Unit. In the event that a Local Unit shall fail for any reason to pay to the County Agency at the times specified the amounts required to be paid by the provisions of this Contract, the County Agency shall immediately give notice of such default and the amount thereof, in writing, to the Local Unit's Treasurer, the County Treasurer, the Treasurer of the State of Michigan and such other official charged with the disbursement to the Local Unit of funds returned by the State and now or hereafter under Act 342 available for pledge, as provided in this Section, and if such default is not corrected within ten (10) days after such notification, such official charged with disbursement to the Local Unit of the aforesaid funds, is by these presents, specifically authorized by each Local Unit to withhold from the aforesaid funds the maximum amount permitted by law necessary to cure said deficiency, and to pay said sums so withheld to the County Agency, to apply on the obligations of the Local Unit as herein set forth. Any such moneys so withheld and paid shall be considered to have been paid to the Local Unit within the meaning of the Michigan Constitution of 1963, the purpose of this provision being solely to voluntarily authorize and pledge the use of said funds in such amounts as may be permitted by law owing to the Local Unit to meet any past-due obligations of the Local Unit due under the provisions of this Contract. In addition to the foregoing, the County Agency shall have all other rights and remedies provided by law to enforce the obligations of the Local Units to make its payment in the manner and at the times required by this Contract, including the right of the County to direct the Local Units to make a tax levy or rate increase to reimburse the County for any funds advanced. The Local Units will not take any action to reduce the right of the County to receive the aforesaid state-returned moneys in the event of default.

15. Payments to be Pledged for Debt Service on Bonds. It is specifically recognized by each Local Unit that the debt service payments required to be made by it pursuant to the terms

of Section 10 of this Contract are to be pledged for and used to pay the principal of and interest on the bonds to be issued by the County, as provided by this Contract and authorized by law, and each Local Unit covenants and agrees that it will make all required payments to the County Agency promptly and at the times herein specified without regard to whether the Improvements are actually completed or placed in operation.

16. Reduction in Amount of Bonds Issued; Insufficiency of Bond Proceeds. If after construction bids are received it is determined that the estimated cost of the Improvements shall be less than approved in Section 5 of this Contract and that the amount of bonds of the County authorized in this Contract may be reduced, then the County Agency shall be automatically authorized to reduce the amount of bonds sold and the annual principal installments specified in Section 10 of this Contract and Exhibit A to this Contract (including Exhibit A as amended pursuant to Section 10 of this Contract) shall be automatically revised according to the new debt service schedule for the bonds, without the necessity of publication of notice of such revision.

If, after construction bids for the Improvements are let, the proceeds of the sale of the bonds to be issued by the County are for any reason insufficient to complete any component of the Improvements, the County shall be automatically authorized to issue additional bonds in an aggregate principal amount sufficient to complete such portions of the Improvements, and the annual payments required to be made hereunder by the Local Units shall also be increased in an amount so that the total payments required to be made as increased will be sufficient to meet the annual principal and interest requirements on the bonds herein authorized, plus the additional bonds to be issued. It is expressly agreed between the parties hereto that the County shall issue pursuant to this Contract and the Local Units shall be committed to retire such amount of bonds as may be necessary to pay all costs of the Improvements, whether or not in excess of those presently estimated herein. Any such additional bonds shall comply with the requirements of Act 342, and any increase in the annual payments shall be made in the manner and at the times specified in this Contract. In lieu of said additional bonds, the Local Units may pay over to the County in cash sufficient moneys to complete the Improvements.

17. Additional Bonds. After completion of the Improvements and payment of all costs thereof, any surplus remaining from the proceeds of sale of bonds shall be used by the County Agency for either of the following purposes, at the option of and upon request made by resolution of each of the Local Units, to wit: (a) for additional System improvements, subject to approval of the County Agency, or (b) for credit by the County Agency toward the next payments due the County Agency by the Local Units hereunder.

18. Connection Contracts. All contracts for connection to the Improvements made during construction of the Improvements shall be made by the County Agency with the cooperation of the Local Units. The actual costs of such connections shall be paid by those premises in the Local Units connecting to the Improvements except to the extent that the costs of such connections are included in the cost of the Improvements.

19. Obligations and Undertakings Conditioned Upon Issuance of Bonds. The obligations and undertakings of each of the parties to this Contract shall be conditioned on the successful issuance and sale of bonds pursuant to Act 342, and if for any reason whatsoever said bonds are not issued and sold within three (3) years from the date of this Contract, then this

Contract, except for payment of preliminary expenses and ownership of engineering data, shall be considered void and of no force and effect. In the event that said bonds are not issued and sold, all preliminary legal and engineering costs shall be paid by the Local Units, and the Local Units shall have ownership, possession and use of all plans and specifications, surveys and other engineering data and materials prepared.

20. Rights of Bondholders. The County Agency and the Local Units each recognize that the holders from time to time of the bonds issued by the County under the provisions of Act 342 to finance costs of the Improvements will have contractual rights in this Contract, and it is therefore covenanted and agreed by each of them that so long as any of said bonds shall remain outstanding and unpaid, the provisions of this Contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the bonds or the prompt payment of principal or interest thereon. The Local Units and the County Agency further covenant and agree that they will each comply with their respective duties and obligations under the terms of this Contract promptly at the times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the said bonds, the security therefor, or the prompt payment of principal and interest thereon. It is hereby declared that the terms of this Contract, insofar as they pertain to the security of any such bonds, shall be deemed to be for the benefit of the holders of said bonds.

21. Term. This Contract shall remain in full force and effect for a period of forty (40) years from the date hereof; provided that, at such time within said forty-year term as all of said bonds are paid, this Contract shall be terminated, and full right, title and interest in the Improvements shall be transferred to the Local Units, with such right, title and interest to be allocated among the Local Units in accordance with the Master Agreement, or the parties' interests in the Improvements may be governed by any then existing or new agreements between the Local Units and the County. In any event, the obligation of the Local Units to make debt service payments required by Section 10 of this Contract shall be terminated at such time as all of its debt service installments are paid in full, together with any deficiency or penalty thereon.

22. Local Unit Payment of Costs; Indemnification. In accordance with the established policy of the County of Monroe, as promulgated by the Board of Commissioners and its predecessor, the Board of Supervisors, all Act 342 contracts (including this contract) provide that the total cost (less funds, if any, which may become available from other sources) of each project shall be paid by the contracting local unit or units of government, in this instance the Local Units.

The parties hereto hereby expressly agree that the County shall not be liable for and the Local Units shall pay, indemnify and save the County harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages and losses of every conceivable kind whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the ownership, acquisition, construction, operation, maintenance and repair of the Improvements, the System, this Contract, or the issuance, sale and delivery of the bonds herein described. It is the intent of the parties that the County be held harmless by the Local Units from liability for such claim, actions, demands,

expenses, damages and losses, however caused or however arising, including, but not limited to, to the extent not prohibited by law, such claims, actions, demands, expenses, legal and expert witness fees, damages and losses even though caused, occasioned or contributed to by the negligence, sole or concurrent, of the County or by negligence for which the County may be held liable. In any action or proceeding brought about by reason of any such claim or demand, the Local Units will also pay, indemnify and save the County harmless from and against all costs, attorneys' fees and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands, or any of them, in the event it is determined that there is any liability on the part of the County. Upon the entry of any final judgment by a court of competent jurisdiction or a final award by an arbitration panel against the County on any claim, action, demand, expense, damage or loss contemplated by this section and notwithstanding that the County has not paid the same, the Local Units shall be obligated to pay to the County, upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is made. In the event that any action or proceeding is brought against the County by reason of any such claims or demands, whether said claims or demands are groundless or not, the Local Units shall, upon written notice and demand from the County, resist and defend such action or proceeding in behalf of the County, but will not settle any such action in the proceeding without written consent of the County.

In the event of such litigation, mediation or arbitration, the County Agency shall consult with each Local Unit and shall retain legal counsel agreeable to both the County and the Local Units to represent the County; provided that if the County and the Local Units cannot agree as to such representation within a reasonable time, the County Agency shall exercise his discretion as to the retention of such counsel.

Notwithstanding the foregoing, nothing contained in this Section 22 shall be construed to indemnify or release the County against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the County's employees, agents or representatives with respect to matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the Improvements, the System, this Contract or the issuance, sale or delivery of the bonds herein described.

As used in this Section the term "County" shall include the County Agency.

The County will require or procure from the contractor or contractors undertaking the actual construction of the Improvements insurance protecting both the Local Units and the County (including the County Agency) from liability in connection with such construction. The cost of such insurance shall be considered to be a part of the cost of the Improvements.

23. Sale of Bonds to MFA; Bond Terms; Additional Requirements. In the event that all or any of the bonds referred to herein are sold to the MFA through the SRF, such bonds shall bear an original issue date, be payable in the amounts and on the dates and at such place, bear interest at the rates, be subject to redemption and otherwise have such terms and provisions as shall be determined in the County's agreements with the MFA, and all County, Agency and Local Unit officials, agents and employees are hereby directed to take all actions necessary or desirable to implement such a method of sale. The County is hereby authorized to make such changes in this Contract, except as to description of the Improvements or increased cost, as may

be required to properly reflect a sale to the MFA, and if such changes are made, the County shall promptly notify each Local Unit thereof.

Notwithstanding any other provision of this Contract, if and so long as the MFA is the owner of all or any of the bonds described in this Contract (such bonds being "MFA Bonds"), each Local Unit shall make its debt service payments hereunder allocable to MFA Bonds directly to such place as shall be designated in writing to the County and/or the Local Unit by the MFA (the "MFA's Depository") for the account of the County to be applied by the MFA's Depository to the payment of the MFA Bonds. Each Local Unit further covenants and agrees to take or abstain from taking such other action and/or execute and supply such other documents or certifications or information as may be required by the MFA, including specifically the Supplemental Agreement, Issuer's Certificate and Purchase Contract provided by the MFA. The County is further authorized to make such changes in the terms of this Contract and the financing plan for the Improvements as may be required by the MFA and do not materially affect the obligations of the Local Units hereunder, upon notification to each Local Unit.

The Local Units and the County have received no assurance from the MFA that sale of any of the bonds through the SRF can be accomplished, and therefore nothing herein shall constitute a commitment to such a sale. Should such method of sale of any of the bonds be available, the County agrees to use its best efforts to accomplish such a sale, and each Local Unit hereby agrees to execute such documents or take such action as the County, MFA, the Michigan Department of Environmental Quality ("MDEQ") or other parties involved may reasonably require to accomplish such sale of bonds.

The parties hereto hereby authorize their respective chief executive officers, clerks, treasurers, other officers, employees and/or agents to execute any documents necessary to implement this Contract, including but not limited to MFA or MDEQ documents or other required documents.

24. Successors and Assigns. This Contract shall inure to the benefit of and be binding upon respective parties hereto, their successors and assigns.

25. Effectiveness and Execution of Contract. This Contract shall become effective upon the latest of the following: (a) approval of this Contract by the legislative bodies of each of the Local Units, by the County Agency and by the Board of Commissioners of the County; (b) execution by the Supervisor or Mayor and Clerk of each of the Local Units, by the Drain Commissioner as the County Agency, and by the Chairman of the Board of Commissioners of the County and the County Clerk for and on behalf of the County; and (c) the expiration of 45 days after the date of publication by each of the Local Units of a notice of entry into this contract as provided in Section 5b of Act 342 unless the effectiveness of this Contract is stayed by reason of the filing of a petition for referendum thereon, in which case upon approval by a majority of the electors of such Local Unit voting thereupon at an election called and held for that purpose. This Contract may be executed in several counterparts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Contract to be executed and delivered by the undersigned, being duly authorized by the respective governing bodies of such parties, all as of the day and year first above written.

COUNTY OF MONROE

CITY OF MONROE

By: _____
Chairman of the Board
of Commissioners

By: _____
Mayor

By: _____
County Clerk

By: _____
City Clerk

By: _____
County Drain Commissioner
County Agency

CHARTER TOWNSHIP OF FRENCHTOWN

CHARTER TOWNSHIP OF MONROE

By: _____
Supervisor

By: _____
Supervisor

By: _____
Township Clerk

By: _____
Township Clerk

EXHIBIT A

Installments due the County on October 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>
2015	\$740,000
2016	760,000
2017	780,000
2018	800,000
2019	820,000
2020	840,000
2021	860,000
2022	880,000
2023	910,000
2024	930,000
2025	950,000
2026	980,000
2027	1,000,000
2028	1,030,000
2029	1,050,000
2030	1,080,000
2031	1,110,000
2032	1,130,000
2033	1,160,000
2034	1,190,000

20,043,621.1\061970-00094

RESOLUTION APPROVING ACT 342 CONTRACT
AND PUBLICATION OF NOTICE

City of Monroe
County of Monroe, Michigan

Minutes of a regular meeting of the City Council of the City of Monroe, County of Monroe, Michigan (the "City") held in the City Hall in the City on the 16th day of April, 2012, at 7:30 p.m., Eastern Daylight Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the City has previously determined that it is necessary for the public health, safety and welfare of the City to acquire and construct improvements to the Monroe County Sewage Disposal System (Monroe Metropolitan Area Wastewater System) (the "System"), consisting of acquiring, constructing, furnishing and equipping improvements to the Monroe Metropolitan Area Wastewater Treatment Plant, including wet weather facilities, inflow and infiltration elimination improvements, together with all related site improvements, appurtenances and attachments (the "Project") to service the City, the Charter Township of Frenchtown and the Charter Township of Monroe (together, the "Local Units"); and

WHEREAS, the City has previously requested the Drain Commissioner of the County of Monroe, as the county agency (the "County Agency"), to take the necessary steps under the provisions of Act 342, Public Acts of Michigan, 1939, as amended (the "Act"), to construct and finance the Project; and

WHEREAS, Sections 5a, 5b and 5c of the Act authorize the execution of contracts between municipal units and the designated county agency providing for the acquisition, construction, financing and operation of water system improvements; and

WHEREAS, the County Agency and the Local Units have negotiated a contract (the "Contract") providing for the acquisition, operation and financing of the Project, by the terms of which Contract the Local Units are obligated to pay the cost of the Project to be financed to the County in installments as therein provided, a copy of which Contract is attached to this resolution and incorporated herein by reference.

NOW THEREFORE, BE IT RESOLVED THAT:

1. Approval of Contract. The Contract between the County, the County Agency, and the Local Units providing for the acquisition, operation and financing of the Project is hereby approved, and

the Mayor and Clerk of the City are authorized and directed to execute and deliver the Contract for and on behalf of the City.

2. Approval of Plans, Cost and Local Unit Share. The plans, as submitted by the engineers, and the total estimated cost of the Project to be financed by the issuance of bonds in the aggregate amount of not to exceed \$19,000,000, of which an amount not to exceed the City's Local Unit Share (as defined in the Contract and currently 44.361%, or \$8,428,590, but subject to increase or decrease) is the City's share, is hereby approved.

3. Approval of Covenant to Levy Ad Valorem Property Taxes. The City does hereby ratify and confirm its covenant in the Contract to levy ad valorem taxes against all taxable property in the City to the extent necessary to meet the obligations of the City thereunder and does further indicate its purpose and intent to make such a levy as necessary to meet such obligations; provided, however, that such levy, if necessary, shall be within constitutional, statutory and charter limitations.

4. Approval of Notice; Authorization to Publish. Notice of the adoption of this resolution approving the Contract shall be published in the Monroe Evening News, a newspaper of general circulation in the City, in substantially the form attached hereto promptly after the adoption of this resolution, **as a display advertisement at least one quarter page in size**. The City Council hereby determines that the designated newspaper is the newspaper circulating in the City which reaches the largest number of persons to whom the aforesaid notice is directed and that publication of the aforesaid notice in the designated newspaper represents the most practical and feasible means of informing the taxpayers and electors of the City of the Project and the financing thereof. A copy of the Contract shall be placed on file in the office of the Clerk of the City and shall be available for public examination.

5. Effectiveness of Contract. The Contract shall become binding and effective upon the expiration of forty five (45) days following the date of publication of the aforesaid notice unless under the provisions of Section 5b of the Act the effectiveness of the Contract is stayed by reason of the filing of a petition for referendum thereon, in which instance the Contract shall become binding and effective upon approval by a majority of the electors of the City voting thereupon at an election called and held for that purpose.

6. Delegation of Certain Actions to City Officers. The Mayor, City Manager, Finance Director and City Clerk are each hereby authorized to notify the Michigan Department of Treasury of the City's intent to enter into a full faith and credit contract for payment of the bonds, to pay the related fee from funds to be received from the City, and to request an order providing an exception for the bonds from prior approval by the Department of Treasury or an order of approval from the Department of Treasury and to do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the bonds.

7. Continuing Disclosure. The City hereby covenants to provide or cause to be provided a continuing disclosure undertaking in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission to provide or cause to be provided certain information to each nationally recognized municipal securities information repository and to the appropriate state information depository for the State of Michigan. The Finance Director is authorized to execute and deliver a Continuing Disclosure Undertaking satisfying the requirements of Rule 15c2-12 in connection with the delivery of the bonds.

8. Tax Covenant. The City hereby covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exclusion of the interest on the bonds from adjusted gross income for general federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of bond proceeds and moneys deemed to be bond proceeds.

9. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

Charles Evans
City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Monroe, County of Monroe, Michigan, at a regular meeting held on April 16, 2012, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Charles Evans
City Clerk

NOTICE OF INTENT TO ENTER INTO TAX-SUPPORTED
CONTRACT AND OF RIGHT TO PETITION FOR
REFERENDUM THEREON

TO THE TAXPAYERS AND ELECTORS OF THE
CITY OF MONROE, COUNTY OF MONROE
STATE OF MICHIGAN

PLEASE TAKE NOTICE that the City of Monroe (the "City"), has adopted a resolution authorizing the execution of a contract with the County of Monroe, the Charter Township of Frenchtown and the Charter Township of Monroe (together, the "Local Units") pursuant to Act 342, Public Acts of Michigan, 1939, as amended, which contract will provide among other things that said County will acquire and construct sewage disposal system improvements for the Monroe County Sewage Disposal System (Monroe Metropolitan Water Pollution Control System) and will issue its bonds, in one or more series, to finance the cost of the same for the Local Units, and the Local Units will pay to said County all sums necessary to retire the principal of and interest on said bonds. The sewage disposal system improvements will consist of acquiring, constructing, furnishing and equipping improvements to the Monroe Metropolitan Area Wastewater Treatment Plant, including wet weather facilities, inflow and infiltration elimination improvements, together with all related site improvements, appurtenances and attachments.

CITY'S CONTRACT OBLIGATION

It is presently contemplated that said bonds will be in the principal amount of not to exceed \$19,000,000, of which an amount not to exceed the City's "Local Unit Share" (as that term is defined in said contract based on the City's usage of the sewage disposal system) is the City's share (initially 44.361% and subject to increase or decrease based on actual usage), will mature in not more than twenty-five years, and will bear interest not exceeding 6% per annum on the outstanding principal balance, subject to revision in accordance with terms of the above contract. By virtue of said contract, the City will be obligated to pay to the County all sums required to meet debt service payments for the City's share of the bonds in accordance with the above or any revised schedule as such payments fall due, and will pledge as security for such contractual obligation its full faith and credit. PURSUANT TO SUCH PLEDGE, THE CITY WILL BE REQUIRED TO PAY THE REQUIRED SUMS FROM ITS GENERAL FUNDS OR IF NECESSARY TO LEVY AD VALOREM TAXES ON ALL TAXABLE PROPERTY WITHIN ITS BOUNDARIES, SUBJECT TO APPLICABLE CONSTITUTIONAL, STATUTORY AND CHARTER TAX RATE LIMITATIONS, TO THE EXTENT NECESSARY TO MAKE THE REQUIRED PAYMENTS TO THE COUNTY IF OTHER FUNDS FOR SUCH PURPOSE ARE NOT AVAILABLE.

RIGHT OF REFERENDUM

The aforesaid Contract will be executed by the City and WILL BE EFFECTIVE WITHOUT VOTE OF THE ELECTORS, AS PERMITTED BY LAW, UNLESS A PETITION REQUESTING AN ELECTION ON THE EFFECTIVENESS THEREOF, SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS OF THE CITY, IS FILED WITH THE CITY CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. If such petition is so filed, the contract

cannot be effective without an approving vote by a majority of electors of the City voting on the question.

THIS NOTICE is given pursuant to the requirements of Section 5b of Act No. 342, Public Acts of Michigan, 1939, as amended. Further information concerning the details of said contract and the matters set out in this notice may be secured from the City Clerk's office.

Charles Evans
Clerk, City of Monroe

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CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM MONROE MISSIONARY BAPTIST CHURCH FOR PERMISSION TO DISPLAY A BANNER ACROSS MONROE STREET FROM MAY 7 - 28, 2012

DISCUSSION: The City received a request from Monroe Missionary Baptist Church for permission to display a banner. Specifically the request is to display a banner across Monroe Street from May 7 - 28, 2012 announcing *the movie Courageous*.

The request has been sent to the various departments for their review. The Monroe Street location has already been reserved during this time period by the Mayor's Office. The applicant's second choice, West First Street, is available. After Council approval, advance notification will be sent to MDOT.

Manager: The City Manager recommends approval of the request **as modified**.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City

Account Number

Amount

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

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office

DATE: 4/16/12

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 4/16/12



CITY OF MONROE, MICHIGAN BANNER APPLICATION

Name of Applicant Karl McQuestion
 Name of Organization Monroe Missionary Baptist Church
 Applicant's Affiliation with Organization Men's Ministry Leader
 Applicant's Home Address 15404 Cricket Ln. Monroe, MI 48161
 Mailing Address (if different) _____
 Day Phone _____ Evening Phone _____
734.344.2618

Type of Banner **Overhead Banner (\$150)**

Overhead Banner Locations: (List as 1 for first choice, 2 for second, etc.)

3 E. Front St. Dates Requested May 7th - May 28th
2 W. First St.
1 Monroe St.

Type of Banner **Vertical Pole Banner (\$25/banner)**

Vertical Pole Banner Locations: (List the total number of banners to be displayed and choice of placement location.) Dates Requested _____

No. of Banners: _____ Monroe St. (42) Spring (March-May)
 _____ Elm St. (8) Summer (June-Aug.)
 _____ First St. (8) Fall (Sept.-Nov.)
 _____ Macomb St. (8) Winter (Dec.-Feb.)

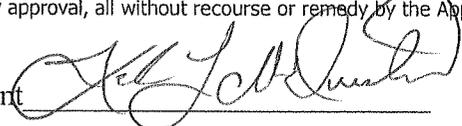
Company Fabricating Banners: _____

Please provide a sketch complete with banner specifications and message to be displayed for City Council Review. Applications will be accepted up to eleven (11) months in advance and no later than four (4) weeks prior to proposed installation date.

On behalf of the organization listed above, I, as applicant, hereby acknowledge receipt of the Banner Policy of the City of Monroe.

Applicant covenants and agrees to hold harmless from, indemnify and defend the City, its agents, officers and employees against all suits, demands, claims, judgments, liens, cost of repair or replacement of any damaged poles or electrical equipment, costs, attorney fees and expenses which may arise out of, result from or be caused by Applicant's banner installation.

Applicant covenants and agrees to strictly comply with all terms and conditions of the Banner Policy, and further understands and agrees that the City Council, in its sole and absolute discretion, may approve, deny or set any conditions or limitations on any banner(s) which may be approved, or may at any time alter, amend, modify, rescind or revoke any approval, all without recourse or remedy by the Applicant, or liability of the City.

Applicant  Date 04/13/12

RECEIVED

APR 13 2012

CITY MANAGER'S OFFICE

Monroe Missionary Baptist Church

Presents “Courageous” the movie

Friday, May 25th

6:30 p.m.

For more information call

(734) 241-6860.