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**RULE OF THE CHAMBER**

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

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

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

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

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

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

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**AGENDA - CITY COUNCIL REGULAR MEETING  
MONDAY, MAY 7, 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.**

Presentation by Fire Chief, Manuel Hoskins for the Fire Fighter of the Year, Scott Smiley.

**V. PROCLAMATION.**

79 Motorcycle Awareness Month – May 2012.

80 Founders Day – May 13, 2012.

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

A. Approval of the Minutes of the Regular Meeting held on April 16, 2012 the Minutes of the Work Session held on April 16, 2012, the Minutes of the Special Meeting held on April 30, 2012, and the Minutes of the Work Session held on April 30, 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.

81 2012 River Raisin International Muster.

1. Communication from the City Manager's Office, submitting a request from the River Raisin International Muster Program Director for permission to host the 2012 River Raisin International Muster on June 22 & 23, 2012, and recommending that Council approve the request contingent upon items being met as outlined by the administration, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.

2. Supporting documents.

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

- 82 Stump Grinder Purchase.
1. Communication from the Director of Engineering & Public Services, submitting a request to purchase a stump grinder, and recommending that Council authorize the purchase of a stump grinder in the amount of \$31,280 from Vermeer of Michigan, and that the Director of Engineering & Public Services be authorized to prepare a purchase order for the above amount.
  2. Supporting documents.
  3. Accept, place on file and the recommendation be carried out.
- 83 Annual Bed Race to Aid Children Banner Request.
1. Communication from the City Manager's Office reporting back on a request from Stephen Swartz on behalf of The Bed Race to Aid Children for permission to display a banner across Monroe Street from October 9 – 23, 2012 announcing The Bed Race to Aid Children, and recommending approval of the request **as modified**, and that the applicant will be given the opportunity to utilize Monroe Street if it becomes available.
  2. Supporting documents.
  3. Accept, place on file and the recommendation be carried out.
- 84 Detroit Avenue Reconstruction Funding Contract with MDOT.
1. Communication from the Director or Engineering & Public Services, submitting a proposed resolution delineating the terms of the Detroit Avenue Reconstruction Funding Contract with MDOT and the actual agreement itself, and recommending that the attached resolution be approved, and that the local share of the costs be appropriated as detailed in the financial information below.
  2. Supporting documents.
  3. Accept, place on file and the resolution be adopted.
- 85 Acquisition of Property Located at 1007 Franklin Street for the Purpose of Constructing a Turnaround Following Closure of the At-Grad Rail Crossing.
1. Communication from the Director or Economic & Community Development, submitting a request for the acquisition of property located at 1007 Franklin Street for the purpose of constructing a turnaround following closure of the at-grad rail Crossing, and recommending that Council authorize the purchase of property located at 1007 Franklin Street for the purposes of constructing a turnaround or future connection to Humphrey Street following the closure of the at-grade railroad crossing on Franklin Street, and further recommending that Council authorize the City Manager to execute the purchase agreement and all necessary documentation for the acquisition of the property, with a budget not to exceed \$6,500.
  2. Supporting documents.
  3. Accept, place on file and the recommendation be carried out.
- 86 Wastewater Department Collection System Annual Root Treatment.
1. Communication from the Director of Water & Wastewater Utilities, reporting back on bids received for its annual collection system root treatment program, and recommending that a purchase order in the amount of \$19,683.82 and a total amount of \$20,700 be encumbered to include a 5% contingency be awarded to Duke's Root Control, Inc for the tree root chemical treatment of Section 3 in accordance with the bid specifications.
  2. Supporting documents.
  3. Accept, place on file and the recommendation be carried out.

87 Wastewater Pump Station Hardware Bids.

1. Communication from the Director of Water & Wastewater Utilities, reporting back on bids received to supply hardware as part of the overall Sunset & Detroit Beach Pump Stations Rehabilitation, and recommending that a purchase order in the amount of \$10,737.15 and a total amount of \$11,300 be encumbered to include a 5% contingency, be awarded to Marshall Sales, Inc out of Detroit, MI to supply the replacement hardware as a part of the overall Sunset & Detroit Beach Pump Stations Rehabilitation project in accordance with the bid specifications.
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out.

88 Skid Loader Bids.

1. Communication from the Director of Engineering & Public Services, reporting back on bids received for the maintenance and purchase of two (2) Mustang Model 2044 skid loaders, and recommending that Council authorize the purchase of two (2) skid loaders in the amount of \$60,200 from Buck & Knobby Equipment Company, and that the Director of Engineering & Public Services be authorized to prepare a purchase order for the above amount.
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out.

89 Fiber Network Switch Bid Recommendation.

1. Communication from the Director of Finance, reporting back on bids awarded to LSI of Bartlett, TN, for network switches on April 16, 2012, and recommending that Council approve reversing its previous action to award the network switch bid to LSI in the amount of \$11,325 and approve awarding the bid to Sentinel Technologies in the amount of \$12,154.50.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

90 Proposal to Place Memorial Bricks in the West Front Street Public Right-of-Way in front of the Monroe County Labor History Museum.

1. Communication from the Director of Economic & Community Development, submitting a proposal to place Memorial Bricks in the West Front Street Public Right-of-Way in front of the Monroe County Labor History Museum, and recommending that Council find that the proposed memorial serves a public purpose by educating the public about the significance of this location and the labor movement in the City's heritage, culture, and development; and hereby approves the proposal to place memorial bricks in the West Front Street public road right-of-way in front of the Monroe County Labor History Museum subject to the following conditions; 1) The placement of bricks is limited to the area between the sidewalk and curb, and a standard (grey concrete) ADA compliant sidewalk shall be installed adjacent to the building in accordance with the downtown streetscape plans; 2) A final plan following the design guidelines supplied by the Engineering Department and prepared by a design professional (engineer or architect) is submitted for review and approval; 3) a right-of-way permit is obtained prior to the proposed installation, the applicant is responsible for any permit, review and inspection fees, and the installation shall follow the site preparation and base material guidelines supplied by the Engineering Department; 4) The applicant agrees to execute an agreement approved by the City Attorney and recorded with the County Register of Deeds, specifically acknowledging if the bricks are not maintained, the City has the ability to special assess for their repair, replacement, or removal of the memorial bricks; 5) The content of the brick engravings are submitted to the City Planning Department for review and approval prior to placement.

2. Supporting documents.
  3. Action: Accept, place on file and the recommendation be carried out.
- 91 Request to Transfer Ownership of an Escrowed Class C Licensed Business Located at 78 West Front Street, from Steve's Tavern to Works in Progress, LLC.
1. Communication from the City Manager's Office, reporting back on a request from Works in Progress LLC, to transfer ownership of an Escrowed Class C licensed business located at 78 West Front Street, Monroe MI from Steve's Tavern to Works in Progress, LLC at 4 E. Front Street and 29 S. Monroe Street, Monroe, MI, and recommending that Council approve this request.
  2. Supporting documents.
  3. Action: Accept, place on file and the recommendation be carried out.
- 92 Lease between the City of Monroe and the Arthur Lesow Community Center (ALCC).
1. Communication from the City Manager, submitting the lease agreement between the City of Monroe and the Arthur Lesow Community Center for the property at 120 Eastchester, and recommending that Council authorize the renewal of the agreement with the Arthur Lesow Community Center to lease 120 Eastchester for three more years through June 30, 2015, and further recommending that the Mayor and Clerk-Treasurer be authorized to execute the agreement on behalf of the City of Monroe.
  2. Supporting documents.
  3. Action: Accept, place on file and the recommendation be carried out.
- 93 Appointment of City Attorney.
1. Communication from the City Manager's Office, submitting a proposal from Ready, Heller & Ready, PLLC for the continuation of routine, general legal services for another two (2) year term and appointment, and recommending that Council strongly consider accepting Mr. Ready's legal services proposal and re-appointing him as City Attorney for the term of July 1, 2012 to June 30, 2014.
  2. Supporting documents.
  3. Action: Accept, place on file and the recommendation be carried out

**VII. MAYOR'S COMMENTS.**

**VIII. CITY MANAGER COMMUNICATION.**

**IX. COUNCIL COMMENTS.**

**X. CITIZEN COMMENTS**

**XI. ADJOURNMENT.**

## PROCLAMATION

**WHEREAS**, the month of May is the nationally recognized month motorcycles become more prevalent on our streets; the need to be aware of their presence is of the utmost urgency; and

**WHEREAS**, Motorcycle Awareness Month is designed to increase public awareness about motorcycles; encourage their safe and proper use among motorcycle riders; is worth special recognition; and

**WHEREAS**, with more than 555,000 licensed motorcycle operators in Michigan, motorcycle safety education and training is extremely vital in our state; and

**WHEREAS**, the inclusion of motorcycle awareness as a distinct part of driver education curriculum and motorcycle rider education programs will help promote safe driving and motorcycle riding practices; and

**WHEREAS**, the City of Monroe has many citizens who are concerned about motorcycle safety for touring, recreation, and economical transportation; and

**WHEREAS**, during this month, we join with the Michigan Department of State to raise awareness of motorcycle operator education training and programs, and to encourage all Michigan drivers to drive defensively and cautiously in order to reduce motor vehicle collisions and save lives; and

**THEREFORE**, it is in the best interest of our community and the citizens to note the increase in the amount of motorcycle traffic, as we enter the warm weather months, to enable the reduction of accidents and injuries involving motorcyclists.

**NOW, THEREFORE**, I, Robert E. Clark, Mayor of the City of Monroe, with the full support of City Council, do hereby proclaim May 2012 as "**MOTORCYCLE AWARENESS MONTH**" in Monroe, and we call this observance to the attention of our citizens and we encourage all motorists and motorcyclists to drive safely.

IN WITNESS WHEREOF, We have hereunto set our hands and caused the Seal of the City of Monroe to be affixed this 7<sup>th</sup> day of May 2012.

Council Members:

\_\_\_\_\_  
Jeffery A. Hensley, Precinct 1

\_\_\_\_\_  
Christopher M. Bica, Precinct 3

\_\_\_\_\_  
James R. Kansier, Precinct 5

\_\_\_\_\_  
Robert E. Clark, Mayor

\_\_\_\_\_  
Jerry McKart, Precinct 2

\_\_\_\_\_  
Jeremy J. Molenda, Precinct 4

\_\_\_\_\_  
Brian P. Beneteau, Precinct 6

## P R O C L A M A T I O N

- WHEREAS,** it is an honor and privilege that the Mayor and City Council have been given this opportunity to pay tribute to Monroe's Founding Fathers; and
- WHEREAS,** on May 13, 2012, the annual observance of Founder's Day will be held at the historic Sawyer Homestead; and
- WHEREAS,** the purpose of Founder's Day is to raise awareness of the Bicentennial era and to recognize and honor the first settlers who were crucial in the development of Frenchtown, St. Antoine, River Raisin, Sargent Township or the Erie District of the Michigan Territory from 1780 to 1816, as well as the Native Americans; and
- WHEREAS,** historic observances enrich the lives of all of our citizens by providing a deeper understanding of the diversity of our unique Monroe heritage; and
- WHEREAS,** we are extremely proud and honored to share in this celebration and we would like to thank the members of the Sawyer Homestead for their continued efforts to preserve and maintain this historic site.

**NOW, THEREFORE,** I, Robert E. Clark, Mayor of the City of Monroe, with the full support of City Council, do hereby proclaim May 13, 2012, as "**FOUNDER'S DAY**" in Monroe, and we encourage all citizens to participate in Founder's Day activities and to reflect upon the past and recognize the importance of preservation to our heritage, to ourselves, and to our future.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the City of Monroe to be affixed this 7<sup>th</sup> day of May 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: 2012 RIVER RAISIN INTERNATIONAL MUSTER**

**DISCUSSION:** The City received a request from the River Raisin International Muster Program Director for permission to host the 2012 River Raisin International Muster on June 22 & 23, 2012. Specifically the request is to hold a Tattoo (concert) on Friday evening, June 22, in Loranger Square from 7:00 – 9:00 p.m., a parade and muster on June 23, close the affected streets, allow no parking of cars on the parade route, especially on Front & Washington Street, and to waive the fees.

There are several road closures necessary to accommodate this request. The organizers are requesting that E. First Street between S. Monroe and S. Macomb Street as well as Washington St. from E. First to E. Front Street be closed on Friday night for the Tattoo. The concert will commence at 7:00 p.m. and end at 9:00 .m. The same road closures are requested on Saturday as well from 11:00 a.m. – 10:00 p.m. for the Muster. The proposed parade route is the same route as last year. The parade line-up will begin at Seventh & Monroe Street (Memorial Place) then proceed northbound to East Front Street, eastbound to Washington Street to southbound Washington Street and stopping in Loranger Square.

The request was reviewed by the administrative staff and there were no objections to the request subject to insurance requirements being met, a parade permit, and that emergency vehicle access being maintained. After City Council approval, advance notification will be sent to MDOT.

The street closures were discussed at the logistics meeting with the event organizer and City Departments and it was determined that they would open the streets for traffic immediately after the concert on Friday and activities on Saturday. Information relating to the street closures should be disseminated to the downtown businesses and property owners.

Staffing of the parade involves 8 police officers, including one supervisor, with a minimum pay of two hours each for an estimated cost of \$694.98. This is the minimum staffing that can be utilized to assure the safety of the participants during the parade.

Public Services will need to staff the parade on Saturday due to its expected size, but can provide barricades for Loranger Square event on straight time. Public Services estimates the total event costs will range from \$500 - \$1,000.

This event is identified in the City's Special Event Fee and Cost Recovery Policy.

It is also suggested that the River Raisin International Muster contact the County Purchasing Department to reserve the pavilion.

Therefore, it is recommended, that City Council approve the request contingent upon items being met as outlined by the administration, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:**

**REASON FOR DEADLINE:**

**STAFF RECOMMENDATION:**       For       Against

**REASON AGAINST:**

**INITIATED BY:** City Manager's Office

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

## **FINANCES**

**COST AND REVENUE PROJECTIONS:**

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

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

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** City Manager's Office

**DATE:** 4/23/12

**REVIEWED BY:**

**DATE:**

**COUNCIL MEETING DATE:** 5/7/12



# River Raisin International Muster

9908 Chatham • Detroit, MI 48239

Telephone: (313) 702-8008 • [Riverraisinmuster@hotmail.com](mailto:Riverraisinmuster@hotmail.com)

[Facebook.com/RRmuster](https://www.facebook.com/RRmuster)

**A BICENTENNIAL WAR OF 1812 EVENT**

April 1<sup>st</sup>, 2012

Honorable Mayor Robert E. Clark & City Council  
City of Monroe  
City Hall  
120 East First Street  
Monroe, MI 48161

Dear Mayor Clark and City Council,

The Monroe County Historical Museum in cooperation with the 1<sup>st</sup> Michigan Colonial Fife and Drum Corps is please to be planning the 2012 River Raisin International Muster which will take place on Friday June 22<sup>nd</sup> and Saturday June 23<sup>rd</sup>. The muster is extremely pleased to have been chosen by the Company of Fifers and Drummers in Ivoryton, CT to host the 2012 National Fife and Drum Muster. This year's muster will attract fife and drum corps from throughout the United States. The muster is sponsored by the War of 1812 Bicentennial Committee, and the Monroe County Historical Society as well as the City of Monroe.

The Muster will begin with a Friday night Tattoo in Loranger Square. The Tattoo allows the best unit at the muster an additional, extended performance. The tattoo is narrated to explain the historical significance of fifes and drums in the War of 1812. The tattoo will start at 7:00pm and conclude with all units playing together as one between 9:00 pm and 10:00pm.

The Muster will begin Saturday festivities with a parade of fife and drum corps through downtown starting at 11:00a.m. The Parade line-up will take place on West 7<sup>th</sup> Street next to Memorial Place. The parade route will follow Monroe Street from Memorial Place to Front Street then make a right onto Front Street following it to Washington Street make a right onto Washington St. and continue to Loranger Square. We are asking that this year cars be cleared from the parade route especially on Front and Washington's streets. We are anticipating a large crowd as well as twenty five to thirty fife and drum corps.

The Muster will commence immediately following the end of the parade. This year we again ask that the Saturday muster take place in Loranger Square, this site has set us apart from other fife and drum musters and is a true asset to the community. We anticipate the transition from the parade to the muster will occur at about Noon and will last till about 5p.m. depending on the number of corps in attendance. We were also hoping that you be willing to waive any fees associated with this application.

The Muster would again like to obtain permission to close the streets at Loranger Square to afford the fife and drum corps a place to conduct their concerts. On Friday night, the road closure would start at

Hosted by the 1<sup>st</sup> Michigan Colonial Fife and Drum Corps

# River Raisin International Muster

5:00pm and would run until midnight. Saturday's road closure will last from 10:00a.m and would again run till midnight. Washington Street as well as First Street east will be closed at the crosswalks located closest to the bricked square. First Street approaching Loranger Square from the West will be closed at Monroe Street, as it is a one-way heading in the direction of the square.

Thank you for your time and consideration. If you have any questions feel free to contact me at 313-702-8008 or by email at [stlonsdale@hotmail.com](mailto:stlonsdale@hotmail.com).

Scott Lonsdale



Program Director,  
River Raisin International Muster

**RECEIVED**

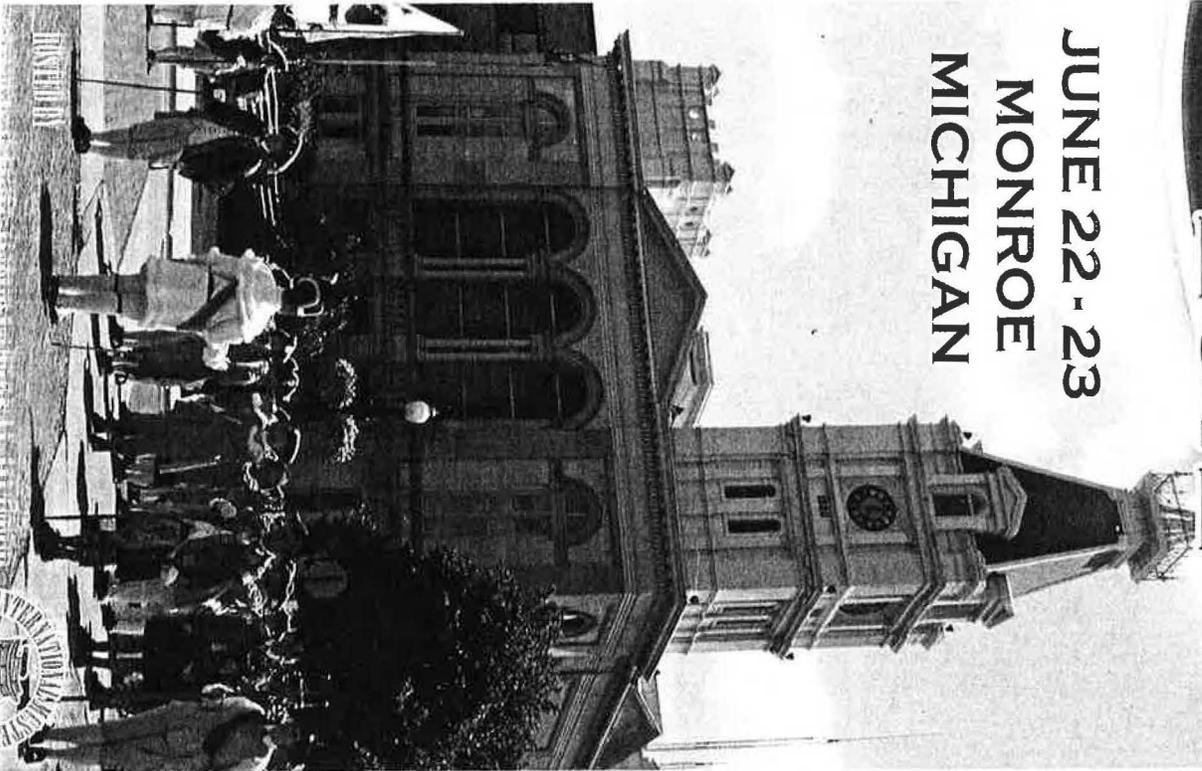
**APR - 5 2012**

**MAYOR'S OFFICE**

THE 1ST MICHIGAN COLONIAL FIRE & DRUM CORPS  
AND THE MONROE COUNTY HISTORICAL MUSEUM PRESENT

# THE NATIONAL FIRE & DRUM MUSTER 2012

JUNE 22 - 23  
MONROE  
MICHIGAN



A BICENTENNIAL WAR OF 1812 EVENT

Located in Historic Loranger Square  
in the heart of Downtown Monroe

Schedule of Events  
Friday 7:00pm ~ Twilight Tattoo  
Saturday 11:00 ~ Grand Parade of Music  
through Downtown  
Muster to follow immediately after.

This event is free and open to the public.

For More Info Please Contact:  
riverraisinmuster@hotmail.com

 FACEBOOK.COM/RRMUSTER

# THE NATIONAL FIRE & DRUM MUSTER 2012





# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** STUMP GRINDER PURCHASE

**DISCUSSION:** The City's Stores and Equipment Fund, an Internal Service Fund, is responsible for the maintenance and purchase of most City vehicles and equipment, including all in the Building, Engineering, Police, Planning, Assessing, and Public Services Department, and selected vehicles in the Water, Wastewater Departments. The Stores and Equipment Fund is managed by the Department of Public Services, and like most City functions, has been attempting to focus on capital replacement of its assets in an appropriate and timely fashion. Fortunately, over the last few years, the fund is beginning to show a positive trend due to right-sizing of the staffing levels and promoting efficiency through incorporation of the Police vehicles to the fleet while maintaining the same staffing level as before.

One of the most heavily-used pieces of equipment in the Stores and Equipment Fund is our existing Vermeer stump grinder, which was purchased in 1986. This unit has served us well, but due to its age and heavy usage by the Forestry section, needs to be replaced at this time. As a result, bids for a replacement unit were advertised through the Michigan Intergovernmental Trade Network (MITN) by the Finance Department, based on the attached specifications. There were two (2) bidders, with the low bid amount of \$31,280.00 received from Vermeer of Michigan from Jackson. The product bid meets the required specifications, and is within the budgeted funding. The Stores and Equipment Fund is eventually paid back for the purchase of this unit by charging an hourly rate (currently \$44.16) back to the General Fund each time this piece is used.

**IT IS RECOMMENDED** that the City Council authorize the purchase of a stump grinder in the amount of \$31,280.00 from Vermeer of Michigan, and that the Director of Engineering and Public Services be authorized to prepare a purchase order for the above amount.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** As soon as possible

**REASON FOR DEADLINE:**

**STAFF RECOMMENDATION:** X For  Against

**REASON AGAINST:** N/A

**INITIATED BY:** Department of Engineering and Public Services

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** City Council, Department of Public Services

## FINANCES

<b>COST AND REVENUE PROJECTIONS:</b>	Cost of Total Project	\$31,280.00
	Cost of This Project Approval	\$31,280.00
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

<b>SOURCE OF FUNDS:</b>	City	Account Number	Amount
	Vehicles – Stores & Equip.	641-60.521-981.000	\$31,280.00

Other Funds

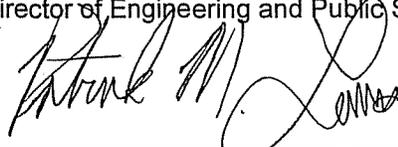
Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 04/26/12

**REVIEWED BY:**

**DATE:**

**COUNCIL MEETING DATE:** May 7, 2012





# CITY OF MONROE

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Department of Finance

## M E M O R A N D U M

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DATE: April 23, 2012

TO: Patrick Lewis, Director of Engineering and Public Services

FROM: Ed Sell, Finance Director

RE: Bids for a Stump Grinder

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Patrick,

Two responses were opened today for a Stump Grinder for the Public Services Department. The apparent low bid is from Vermeer of Michigan at \$31,280.00. A bid tabulation sheet is attached.

Review all the bids for compliance with your specifications. Make your written recommendation to the City Manager using the shared file "Council Agenda Items". Thank you.

Sincerely,

Edward J. Sell Jr.  
Finance Director

Cc: Bill Walters  
Shana Hayter

**BIDS RECEIVED LIST FOR A STUMP GRINDER FOR THE  
PUBLIC SERVICES DEPARTMENT. BID REQUESTS MAILED  
MARCH 30, 2012. BIDS DUE MONDAY, APRIL 23, 2012.**

	<u>BID AMOUNT</u>
<b>VERMEER OF MICHIGAN JACKSON, MI</b>	<b>\$31,280.00</b>
<b>BANDIT INDUSTRIES, INC. REMUS, MI</b>	<b>\$33,740.60</b>

# **BID SPECIFICATIONS – VERMEER® SC602 TIER 4i (Stage IIIB) STUMP CUTTER**

## **General**

Unit must be in the 60 hp (44.7 kW) class. Length of the basic unit must not exceed 13.9' (4.2 m). Width of the unit must not exceed 62.5" (158.8 cm). Overall height must not be more than 72.6" (184.4 cm). Maximum weight of the unit must not be more than 3110 lb (1410.7 kg) with manual controls or 3210 lb (1456 kg) with remote controls.

## **Controls**

The unit must have an hour meter, a single "engine warning light" for low oil pressure and high water temperature warning, automatic low oil pressure shutdown and high temperature shutdown switches. The unit shall have a swingout control station. The unit must have separate controls for swing (left/right), forward/backward movement and up/down movement mounted on the control. The throttle and ignition switch must be on the control. The control arm shall have an operator viewing window constructed of coated polycarbonate 3/16" (.5 cm) thick. The unit must come equipped to be towed with 2 safety chains, brakes, stop/turn/tail/marker lights. The unit shall have a lockable battery compartment.

## **Frame**

The unit chassis must be constructed of reinforced 4" (10.2 cm) tubing 1/4" (.6 cm) thick. The boom construction shall be of 5" (12.7 cm) square tubing 3/8" (1 cm) thick. The boom pivot pin shall be no less than 1.5" (3.8 cm) in diameter of 1045 case hardened chromed steel. Wheels must be 14.5" x 5.5" with 5 bolts on a 4.5" circle. Tires must be equal to ST215/75D14 load capacity C. Fenders must be welded on.

## **Engine**

The unit must be an industrial, liquid-cooled Tier 4i (Stage IIIB) ultra-low sulfur diesel engine equal to a Caterpillar C2.2T, 60 hp (44.7 kW) at 2800 rpm [142ft-lb (192.5 Nm) of torque at 1800 rpm] with a minimum displacement of 135 in<sup>3</sup> (2212.3 cm<sup>3</sup>). Engine must be equipped with a full flow, spin on, replaceable oil filter. Unit must be equipped with a fuel tank with a minimum capacity of 12 gal (45.4 L). Unit must be equipped with an automotive-style clutch with a neutral start safety switch (unit cannot be started with clutch engaged).

## **Electrical System**

Unit must be equipped with a 12 volt, 575 CCA battery.

## **Hydraulic System**

The unit must be equipped with "live" hydraulics (hydraulic pump runs directly from engine). The system must be open center with a return type 6 micron, 100 mesh suction strainer type filtration system. The pump must have a minimum capacity of 2.7 gal/m (10.2 L/m) at maximum rpm with a relief pressure of 2000 psi (137.9 bar). The pump displacement must be a minimum of 34 in<sup>3</sup> (5.5 cm<sup>3</sup>) per revolution. The unit must have a hydraulic tank with a minimum capacity of 3.5 gal (13.2 L).

## **Drive Train**

The cutter wheel system must be of a direct, gearbox type drive. The drive shall consist of an upper gearbox with straight bevel gears, attached to a drive shaft with u-joints and a lower gearbox with straight bevel gears.

## **Cutter Wheel**

The cutting wheel must be balanced with a minimum of 23" (58.4 cm) in diameter without teeth and 1-1/8" (2.9 cm) thick. The wheel must have a minimum of 30 teeth. The teeth must be carbide tipped. The tooth and pocket shall be of two piece construction of forged steel secured to the wheel with 2 bolts. The cutting dimensions must be a minimum of 19" (48.3 cm) below ground, 24" (61 cm) above ground and an arc of 70 degrees. All dimensions to be measured from the centerline of the cutter wheel. The cutter wheel shall have a hinged guard that covers the top portion of the cutter wheel to aid in chip containment and operator safety. The unit shall be equipped with a mechanism that detects rpm drop at the engine, automatically slows the cutting sweep rate until the engine rpm recovers (Autosweep®).

## **Manuals**

A full set of operator's, maintenance and parts manuals shall be supplied with the stump cutter, cabled operators manuals with a weather tight storage box shall be provided near the control station.



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO: REQUEST FROM THE BED RACE TO AID CHILDREN FOR PERMISSION TO DISPLAY A BANNER ACROSS MONROE STREET FROM OCTOBER 9 – 23, 2012**

**DISCUSSION:** The City received a request from Stephen Swartz on behalf of The Bed Race to Aid Children for permission to display a banner. Specifically the request is to display a banner across Monroe Street from October 9 – 23, 2012 announcing *The Bed Race to Aid Children*.

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 1812 bicentennial committee for this year only. Both the East Front and West First Street locations are available and the applicant can select either location. Should the bicentennial committee not utilize Monroe Street for any reason, this applicant will be given the opportunity to utilize Monroe Street. After Council approval, advance notification will be sent to MDOT.

**Manager:** The City Manager recommends approval of the request **as modified**, and that the applicant will be given the opportunity to utilize Monroe Street if it becomes available.

**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	\$

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

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** City Manager's Office

**DATE:** 4/16/12

**REVIEWED BY:**

**DATE:**

**COUNCIL MEETING DATE:** 5/7/12



# CITY OF MONROE, MICHIGAN BANNER APPLICATION

Name of Applicant Monroe County Bed Race to Aid Children  
 Name of Organization Stephen Swartz  
 Applicant's Affiliation with Organization Board of Director  
 Applicant's Home Address 552 Rainbow Dr.  
 Mailing Address (if different) \_\_\_\_\_  
 Day Phone (313) 241-2811 Evening Phone (419) 699-4287 cell

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

Overhead Banner Locations: (List as 1 for first choice, 2 for second...)  
 E. Front St. - 2<sup>nd</sup> Dates Requested OCT 9<sup>TH</sup> - Oct 23<sup>RD</sup>  
 \_\_\_\_\_ W. First St.  
 Monroe St. - 1<sup>st</sup>

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 Ave. (8)  Summer (June-Aug.)  
 \_\_\_\_\_ First St. (8)  Fall (Sept.-Nov.)  
 \_\_\_\_\_ Macomb St. (8)  Winter (Dec.-Feb.)

Company Fabricating Banners: \_\_\_\_\_

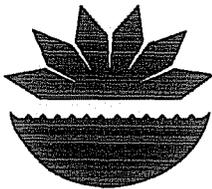
Please provide a sketch complete with banner specifications and message to be displayed for City Council Review. Applications will be accepted up to eleven (11) months in advance and no later than four (4) weeks prior to proposed installation date.

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 4/5/2012

4<sup>TH</sup> Annual Bed Race  
TO Aid Children



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** DETROIT AVENUE RECONSTRUCTION FUNDING CONTRACT WITH MDOT

**DISCUSSION:** The City of Monroe annually receives a share of Federal dollars specifically dedicated for use on our busiest roadways, known as Federal-Aid routes. The Michigan Department of Transportation (MDOT) is the administering agency for these funds, and as such, an agreement is necessary between the City of Monroe and MDOT to enable them to be used for this project. For the state fiscal year that runs from October 1, 2011 through September 30, 2012, the City has approximately \$405,000 in Federal obligational authority, and must provide at least a 20% local match. As approved in the 2012-13 Capital Improvements Program, the Engineering Department will be allocating all of this funding to the full reconstruction of Detroit Avenue from Mill Street to North Dixie Highway. In anticipation of this project, in 2010 the Engineering Department applied for and was awarded additional monies through the State of Michigan Transportation Economic Development Fund as a Category "F" project. We were successful at obtaining the maximum possible grant of \$375,000 on the first attempt, largely due to the importance of Detroit Avenue as an industrial collector, but also likely aided by the existence of the 1812 Battlefield National Park that is accessed from the south end of Detroit Avenue as well. The project will consist of removing the existing asphalt over concrete pavement and curbs, and replacing it with a 9" concrete pavement over a new stone base. In addition, since the existing width of 32 feet between curb faces is being maintained, we will be re-striping the roadway to provide for an 11-foot wide lane in each direction, and a 10-foot-wide two-way on-street bike lane. In conjunction with another planned project to install sidewalks along the south side of North Dixie Highway between Detroit and Ternes, this will allow for a continuous non-motorized connection between the Battlefield and the commercial district to the north. Bids are due to be opened by MDOT on May 4, and the completion date is October 15.

In order to utilize any Federal Funds, the City of Monroe must enter into a funding agreement with MDOT. Page 8 of the attached agreement details the cost participation based on the construction estimate, and the present cost estimate is \$1,100,400 in total. Attached to this fact sheet is a resolution delineating the terms of the agreement, and the actual agreement itself. The language of the agreement is standard for MDOT Local Agency Program projects, and is essentially unchanged from those approved in previous years. The dollar share for each entity is based on the project cost estimate. As is standard for Federally-funded projects, the City must pay at least a 20% local share for the remaining work items, as well as all costs for design and construction engineering and any overruns. Based on the above, the expected City share of the construction costs is \$320,400, though this could be reduced substantially if the bids come in favorably. \$50,000 was funded in Fiscal Year 11-12 for design engineering costs, and an additional \$100,000 was budgeted for construction engineering in Fiscal Year 12-13. Based on the total City funding allocated in the 12-13 Capital Improvements Program of \$520,000, another \$99,600 (9% of construction costs) is also available for contingencies. We plan to manage this project with City staff, though it is likely that we will solicit proposals from one or more consulting firms to provide on-site inspection in the near future.

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

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** As soon as possible

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

**STAFF RECOMMENDATION:**           X For            Against

**REASON AGAINST:** N/A

**INITIATED BY:** Department of Engineering and Public Services

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

## FINANCES

<b>COST AND REVENUE PROJECTIONS:</b>	Cost of Total Project	\$1,350,000*
	Cost of This Project Approval	\$1,100,400**
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

\*Includes \$405,000 in Federal Funds, \$375,000 in State Category "F" funds, \$50,000 already allocated for engineering costs in FY 11-12, \$320,400 in base line construction costs – local share, \$99,600 in contingencies, and \$100,000 in construction engineering costs.

\*\*Includes \$405,000 in Federal Funds, \$375,000 in State Category "F" funds, and \$320,400 in base line construction costs – local share.

<b>SOURCE OF FUNDS:</b>	City	Account Number	Amount
	West Front Street	202-60.451-818.020 12M02	\$320,400
	<u>Other Funds</u>		
	Federal Urban Area Funds		\$405,000
	State of Michigan Category "F" Funds		\$375,000

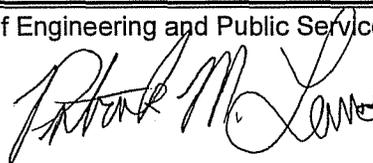
Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** Patrick M. Lewis, P.E., Director of Engineering and Public Services   **DATE:** 04/30/12

**REVIEWED BY:**

**DATE:**

**COUNCIL MEETING DATE:** May 7, 2012



## RESOLUTION

WHEREAS, Detroit Avenue between Mill Street and North Dixie Highway is under the jurisdiction of the City of Monroe; and

WHEREAS, this roadway surface and roadway base is in poor condition, such that the City of Monroe has developed plans and specifications for the removal of the existing pavement and base, and replacement with a 3" stone subbase, and 9" concrete pavement with integral curb, along with other associated work; and

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

WHEREAS, Federal Funding in the amount of \$405,000 is available to the City of Monroe for use on this project; and

WHEREAS, this project has also been awarded \$375,000 in additional funding through the State of Michigan Transportation Economic Development Fund; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Monroe City Council hereby approves Contract Number 12-5150 with the Michigan Department of Transportation; and

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

TED (F)  
FED

CAB

Control Section STUL 58566  
Job Number 114934  
Project STP 1258(018)  
Federal Item No. HH 7880  
CFDA No. 20.205 (Highway Research  
Planning & Construction)  
Contract No. 12-5150

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of \_\_\_\_\_, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MONROE, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Monroe, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated March 30, 2012, attached hereto and made a part hereof:

Reconstruction work along Detroit Avenue from Mill Street to North Dixie Highway; including concrete pavement and aggregate base work; and all together with necessary related work.

WITNESSETH:

WHEREAS, the PROJECT has been approved for financing in part with funds appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS", pursuant to PA 234 of the Public Acts of 1987, MCL 247.660; and

WHEREAS, it was determined that the PROJECT as described by this contract qualifies for funding pursuant to PA 231, Section 11(2)(b); Public Act of 1987 and categorized as:

F FUNDED PROJECT

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

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

## SURFACE TRANSPORTATION PROGRAM

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

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

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

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

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

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

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

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

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

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

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

5. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$405,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. State TED FUNDS Category F shall be applied to the eligible items of the PROJECT COST, after deduction of the Federal Funds, up to an amount not to exceed \$375,000. The remaining balance of the PROJECT COST, after deduction of Federal Funds and/or TED FUNDS, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

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

Any items of PROJECT COST not reimbursed by Federal Funds and/or TED FUNDS will be the sole responsibility of the REQUESTING PARTY.

6. A working capital deposit by the REQUESTING PARTY will not be required for this PROJECT.

7. At such time as traffic volumes or safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

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

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

9. The REQUESTING PARTY certifies that a) it is a person under 1995 PA 71 and is not aware of and has no reason to believe that the property is a facility as defined in MSA 13A.20101(1)(l); b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); MSA 13A.20126(3)(h); c) it conducted a visual inspection

of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

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

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

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

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the state and/or the FHWA.

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

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

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

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

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

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

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

17. The REQUESTING PARTY and other local agencies, as applicable parties, understand and agree that the highway(s) or street(s) being improved under the terms of this agreement and funded with Transportation Economic Development Funds, shall not be subject to any restriction by local authorities in using certain commercial vehicles on such highway(s) or

street(s). Such restrictions are in conflict with the basic concept of the Transportation Economic Development Program and Funding. The REQUESTING PARTY, by signing this agreement, agrees to obtain concurrence from other local governmental agencies within whose jurisdiction or control the highway(s) or street(s) are being improved.

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

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT, and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

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

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

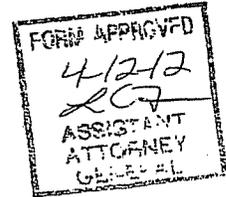
CITY OF MONROE

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
Department Director MDOT

By \_\_\_\_\_  
Title:



March 30, 2012

EXHIBIT I

CONTROL SECTION	STUL 58566
JOB NUMBER	114934
PROJECT	STP 1258(018)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$1,100,400
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$1,100,400
Less Federal Surface Transportation Funds*	\$ 405,000
Less State TED FUNDS**	<u>\$ 375,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 320,400

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

\*\*State TED FUNDS for the PROJECT are limited to an amount not to exceed \$375,000.

NO DEPOSIT

DOT

TYPE B  
BUREAU OF HIGHWAYS  
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

## SECTION I

### COMPLIANCE WITH REGULATIONS AND DIRECTIVES

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

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

## SECTION II

### PROJECT ADMINISTRATION AND SUPERVISION

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

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

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

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

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

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

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

### SECTION III

#### ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

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

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

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

The agency shall submit two copies of:

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

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

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

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

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

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

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

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

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

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

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

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

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

## SECTION IV

### MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

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

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

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

## SECTION V

### SPECIAL PROGRAM AND PROJECT CONDITIONS

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

APPENDIX A  
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B  
TITLE VI ASSURANCE

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

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
  - a. Withholding payments to the contractor until the contractor complies; and/or
  - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

## APPENDIX C

### TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** The Acquisition of Property Located at 1007 Franklin Street for the Purpose of Constructing a Turnaround Following Closure of the At-Grade Rail Crossing

**DISCUSSION:** In an effort to improve safety and minimize the risk of train-vehicle accidents, the U.S. Department of Transportation, through the Michigan Department of Transportation (MDOT), has been working with local road agencies to close at grade road-rail crossings. The Local Grade Crossing Program includes an on-going initiative to reduce the number of grade crossings by 25%. To achieve this goal, the Program provides funding to permanently close roads at railroad tracks. State law allows MDOT to provide incentive funding to local road agencies based on the crossing's characteristics. These incentives are directed to the local road authority's Act 51 account and may be used toward the cost of closure and other eligible road expenses. In this case, the City has proposed using a portion of the funding to acquire property adjacent to the proposed road closure, to provide additional space to construct a turnaround or a future connection to Humphrey Street. The turnaround or connection to Humphrey Street will make it more convenient for property owners and other users of Franklin Street to access the properties and exit Franklin Street after the road is closed.

There are several benefits to a closed crossing. First and foremost is the enhancement of public safety. Approximately half of Michigan's public grade crossings are equipped with automatic warning devices. However, more than half of all recent vehicle/train crashes have occurred at crossings with operating active warning devices. Once an at-grade crossing is eliminated, the crossing will never again be the site of a vehicle/train crash. Additional community benefits include reduced traffic speed and volume on the closed street.

To most effectively construct a turnaround or connection where Franklin Street meets the railroad tracks it was necessary to acquire additional property. While a small cul-de-sac could have been constructed in the existing right-of-way, it would have been constricted and narrow, making turning larger vehicles difficult and further restricting on-street parking. By purchasing the property at 1007 Franklin Street, the turnaround can be larger and it also opens up the possibility of a future connection to Humphrey Street; thereby increasing the functionality and convenience for the property owners and other users of Franklin Street.

A voluntary purchase agreement was negotiated with the current property owners, the Franklin Street Church of Christ (attached). The proposed purchase price for the property is \$5,500.00 and the City has agreed to pay for any associated closing costs and title insurance which are estimated at around \$500.00. To cover any potential contingencies, such as unforeseen legal expenses or title work, we are also suggesting a contingency of \$500.00.

**IT IS RECOMMENDED** that City Council authorize the purchase of property located at 1007 Franklin Street for the purposes of construction a turnaround or future connection to Humphrey Street following the closure of the at grade railroad crossing on Franklin Street. It is further recommended that the City Council authorize the City Manager to execute the purchase agreement and all necessary documentation for acquisition of the property, with a budget not to exceed \$6,500.00.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** May 7, 2012

**REASON FOR DEADLINE:** Design of the turnaround needs to be completed and funding needs to be encumbered.

**STAFF RECOMMENDATION:**           X For            Against

**REASON AGAINST:** N.A.

**INITIATED BY:** Dan Swallow, Director of Economic and Community Development

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** Department of Public Services, Engineering, Economic and Community Development, Franklin Street Church of Christ, other property owners on Franklin Street.

## FINANCES

<b>COST AND REVENUE PROJECTIONS:</b>	Cost of Total Project	\$ 6,500.00
	Cost of This Project Approval	\$ 6,500.00
	Related Annual Operating Cost	\$ Unknown
	Increased Revenue Expected/Year	\$ 0*

\* Property will remain tax exempt

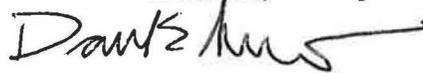
<b>SOURCE OF FUNDS:</b>	City	Account Number	Amount
	<u>Other Funds</u>		
	Act 51 Incentive Funds from MDOT		\$6,500.00

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** Dan Swallow, Dir. of Economic and Community Development

**DATE:** 05/01/12

**REVIEWED BY:** George Brown, City Manager



**DATE:**

**COUNCIL MEETING DATE:** May 7, 2012

## AGREEMENT TO PURCHASE REAL ESTATE

**1007 Franklin Street (Parcel #58-55-49-01081-000), Monroe, Michigan**

### **Purchaser:**

City of Monroe, a Municipal Corporation in the County of Monroe and the State of Michigan  
Attn.: City Manager  
120 East First Street  
Monroe, MI 48161

### **Seller:**

Franklin Street Church of Christ  
1009 Franklin Street  
Monroe, MI 48161

### **Legal description of Property to be purchased:**

Stewart Plat Lot 96; containing 0.103 acre of land, more or less.

For mutual consideration received, the undersigned Purchaser hereby agrees to purchase and the undersigned Seller hereby agrees to sell the real property described herein with all improvements and subject to all easements, covenants, restrictions, and reservations of record. Subject to the following terms and conditions:

#### **1. Purchase Price and Conditions of Payment**

The purchase price shall be Five Thousand Five Hundred Dollars (\$5,500.00) to be paid in accordance with the conditions below:

Cash. The purchase price shall be paid in cash at the time of closing.

#### **2. Closing**

Time being of the essence, closing shall be on or before May 31, 2012.

#### **4. Possession of the Property**

Purchaser shall be given possession of the property at closing.

#### **5. Title to the Property**

Seller shall convey title to Purchaser at the time of closing by a good and sufficient general warranty deed free and clear of all liens and encumbrances. Purchaser shall pay for a title insurance policy and associated fees.

**6. Closing Costs**

The Purchaser shall be responsible for all closing costs.

**7. Real Estate Taxes, Assessments, and Adjustments**

Both the Purchaser and Seller are property tax-exempt entities. The Seller shall be responsible for any past-due balances or non-paid assessments.

**8. Additional Provisions**

**a. Parking for Seller and Seller's Building Tenants**

The Purchaser agrees that in the event improvements are made to connect Franklin Street, north to Humphrey Street; provisions shall be made for public parking on the connecting alley or street.

**9. Entire Agreement**

It is expressly agreed that this agreement to purchase real estate includes the entire agreement of Purchaser and Seller. This agreement shall be binding upon the heirs, personal representatives, successors and assigns of both Purchaser and Seller. This agreement shall be interpreted and enforced in accordance with the laws of the State Michigan.

**10. Severability**

If any portion of this agreement is found to be invalid or unenforceable, the remainder of this agreement will remain in full force and effect.

This offer is made at the City of Monroe, State of Michigan, this \_\_\_\_\_ day of May, 2012.

**Purchaser:**

City of Monroe, a Municipal Corporation in the County of Monroe and the State of Michigan  
120 East First Street  
Monroe, MI 48161

\_\_\_\_\_  
George A. Brown  
City Manager

**Acceptance by Seller**

The foregoing offer to purchase real estate is hereby accepted in accordance with the terms and conditions specified above. Dated this \_\_\_\_\_ day of May, 2012.

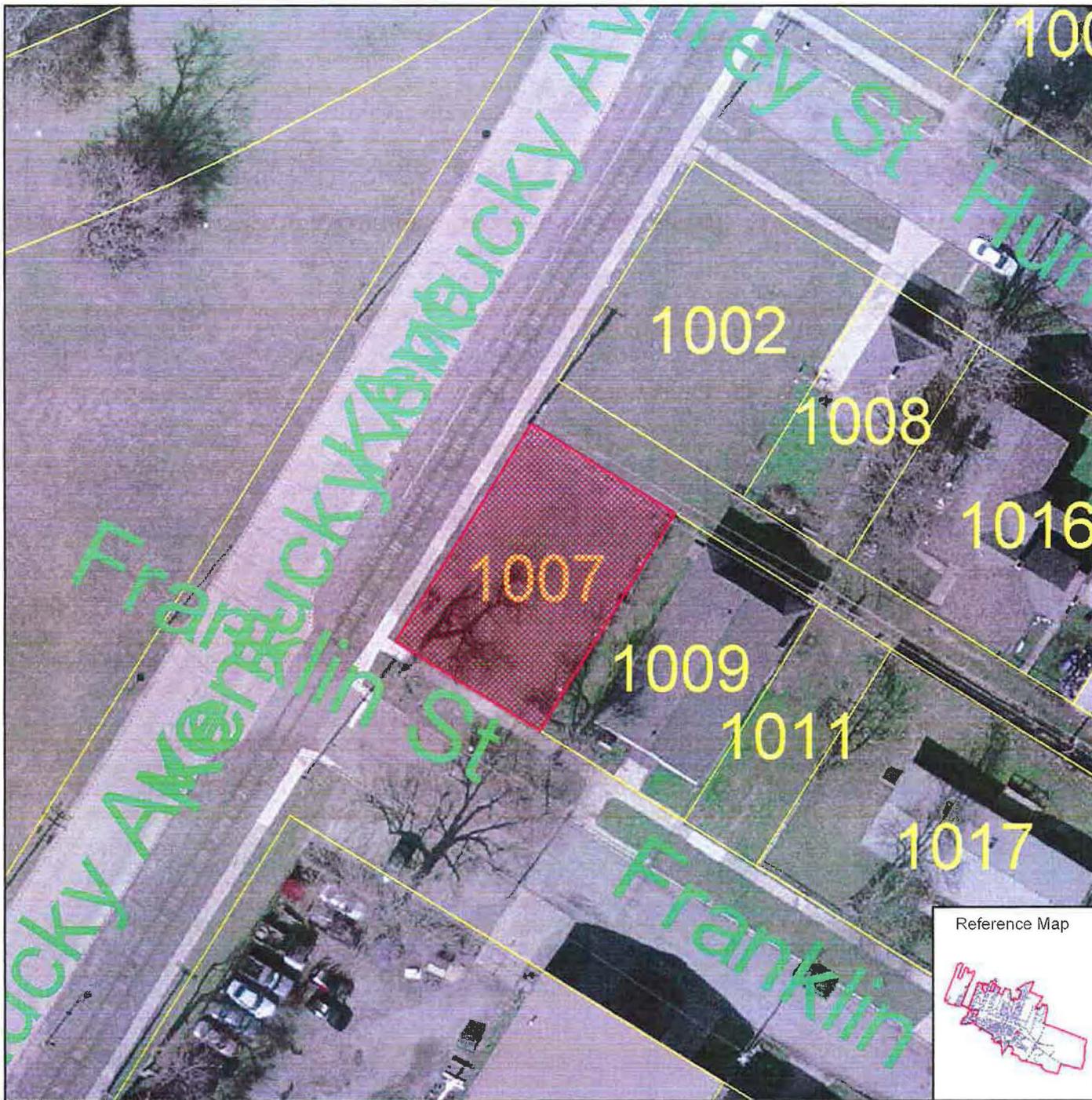
**Seller:**

Franklin Street Church of Christ  
1009 Franklin Street  
Monroe, MI 48161

\_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_



City of Monroe  
CivicSight Map

**PARCEL INFORMATION:**

PIN - 49-01081-000  
 Owner Info:  
 Name 1 - FRANKLIN ST CHURCH OF CHRIST  
 Name 2 -  
 Owner Address - 1009 FRANKLIN  
 Owner CSZ - MONROE, MI 48161  
 Site Address - 1007 FRANKLIN ST V  
 Legal Description: STEWART PLAT LOT 96

**MAP LEGEND:**

- EDGE OF PAVEMENT
- CITY LIMITS
- PARCELS
- 2010 ORTHO (Image)

Reference Map



Map Scale: 1 inch = 48 feet

Map Date: 5/01/2012

Data Date: June 17, 2011

Sources: City of Monroe, River's Edge GIS, LLC,



**Disclaimer:**  
 DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. The user acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by the User, its employees or agents, or third parties which arise out of the User's access or use of data provided.



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO: WASTEWATER DEPARTMENT COLLECTION SYSTEM ANNUAL ROOT TREATMENT PROGRAM**

**DISCUSSION:** The Wastewater Department received one bid for its Annual Collection System Root Treatment Program (bid tabulation attached). The low bidder meeting all bid specifications is from Duke's Root Control, Inc for \$16,683.82.

The Wastewater Department annually completes a tree root chemical treatment program on the sanitary sewer collection system to prevent reduced sewer flow capacity and prevent blockages that may cause sewer back-ups and uncontrolled root growth. The program is divided into a rotating three-year area of the collection system such that Section 3 is budgeted for treatment. Section 3 has 11,885 lineal feet of sanitary sewer collection pipe (8 inch ~ 12 inch diameter) proposed for treatment. The treatment consists of the application of RAZOROOTER II or equivalent which is a chemical compound that is pressure injected into the sanitary sewer collection system. The chemical application utilizes Diquat Dibromide ("diquat"), a product of Sewer Sciences, Inc which is an advanced method to control / treat roots available on the market and the only diquat-based sewer root control product that is registered with the USEPA and the Michigan Department of Agriculture.

Duke's Root Control, Inc has treated the Monroe Metropolitan Wastewater System in the past with great success. Duke's Root Control, Inc is the only commercial applicator licensed by Sewer Services, Inc to apply RAZOROOTER II in the State of Michigan.

Section 3 scheduled to be treated is made up of the following lengths:

Length	Size	Cost / LFT	Cost
8,594 LFT	8 inch	\$1.59 / LFT	\$13,664.46
1,871 LFT	10 inch	\$1.76 / LFT	\$ 3,292.96
1,420 LFT	12 inch	\$1.92 / LFT	\$ 2,726.40
11,885 LFT		Total Cost	\$19,683.82

In order to maintain the existing root treatment guarantee, the treatment must be completed via reapplication to extend the warranty for an additional 3 years on Section 3.

IT IS RECOMMENDED that a purchase order in the amount of \$19,683.82 and a total amount of \$20,700.00 be encumbered to include a 5% contingency, be awarded to Duke's Root Control, Inc for tree root chemical treatment of Section 3 in accordance with the bid specifications.

**CITY MANAGER RECOMMENDATION:**

For

For, with revisions or conditions

Against

No Action Taken/Recommended

**APPROVAL DEADLINE:** May 30, 2012

**REASON FOR DEADLINE:** Bids good for thirty (30) days.

**STAFF RECOMMENDATION:**  For  Against

**REASON AGAINST:** N/A

**INITIATED BY:**

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

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** Wastewater Department, Wastewater Customers

## FINANCES

**COST AND REVENUE PROJECTIONS:**

Cost of Total Project	\$ 20,700.00
Cost of This Project Approval	\$ 20,700.00
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

**SOURCE OF FUNDS:**

<u>City</u>	<u>Account Number</u>	<u>Amount</u>
General Contract Services	59075529 818020	\$ 20,700.00
<u>Other Funds</u>		

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** April 30, 2012

**REVIEWED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COUNCIL MEETING DATE:** May 7, 2012

**BIDS RECEIVED LIST FOR A SANITARY SEWER CHEMICAL  
ROOT TREATMENT FOR THE WASTEWATER DEPARTMENT.  
BID REQUESTS MAILED APRIL 5, 2012. BIDS DUE MONDAY,  
APRIL 30, 2012.**

**DUKES ROOT CONTROL, INC.  
SYRACUSE, NY**

**BID AMOUNT**

**\$19,683.82** ←



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** REPORT BACK ON BIDS RECEIVED FOR WASTEWATER PUMP STATION HARDWARE

**DISCUSSION:** The Wastewater Department received two (2) bids to supply hardware as part of the overall Sunset and Detroit Beach Pump Stations Rehabilitation project (bid tabulation attached). The bidder is Marshall Sales, Inc out of Detroit, MI such that they meet all bid specifications. The bid submitted is for \$10,737.15.

As part of a fiscal year 2011-2012 Capital Improvement Program project, the Sunset and Detroit Beach Pump Stations Rehabilitation project includes replacing the level control system at the stations, overhauling the stations generators and replacing bolts (hardware) on all pump piping connections due to them being corroded and in need of replacement. The level control project is substantially complete and the generator overhaul portion is currently being scoped out such that the hardware replacement component is covered with this fact sheet award. The bolts on all pump piping is corroded / deteriorated and in need of replacement to reduce the risk of a catastrophic failure. Wastewater staff will replace the hardware once received. Adequate funding has been budgeted for this project.

IT IS RECOMMENDED that a purchase order in the amount of \$10,737.15 and a total amount of \$11,300.00 be encumbered to include a 5% contingency, be awarded to Marshall Sales, Inc out of Detroit, MI to supply the replacement hardware as part of the overall Sunset and Detroit Beach Pump Stations Rehabilitation project in accordance with the bid specifications.

**CITY MANAGER RECOMMENDATION:**

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

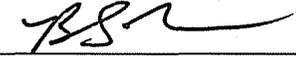
**APPROVAL DEADLINE:** May 30, 2012

**REASON FOR DEADLINE:** Bid is good for thirty (30) days.

**STAFF RECOMMENDATION:**  For  Against

**REASON AGAINST:** N/A

**INITIATED BY:**



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

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** Wastewater Department, Wastewater Customers

## FINANCES

**COST AND REVENUE PROJECTIONS:**

Cost of Total Project	\$ 89,800.00
Cost of This Project Approval	\$ 11,300.00
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

**SOURCE OF FUNDS:**

City	Account Number	Amount
General Contract Services	590-75.530-818.020 12Z02	\$ 11,300.00

Other Funds

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** April 30, 2012

**REVIEWED BY:**

**DATE:**

**COUNCIL MEETING DATE:** May 7, 2012

**BIDS RECEIVED LIST FOR PUMP STATION HARDWARE FOR  
THE WASTEWATER DEPARTMENT. BID REQUESTS MAILED  
APRIL 9, 2012. BIDS DUE MONDAY, APRIL 30, 2012.**

**MARSHALL SALES, INC.  
DETROIT, MI**

**BID AMOUNT**

**\$10,737.15** ←

**FASTENAL  
MONROE, MI**

**\$11,370.00**



# CITY COUNCIL AGENDA FACT SHEET

## RELATING TO: PURCHASE OF TWO (2) SKID LOADERS

**DISCUSSION:** The City's Stores and Equipment Fund, an Internal Service Fund, is responsible for the maintenance and purchase of most City vehicles and equipment, including all in the Building, Engineering, Police, Planning, Assessing, and Public Services Department, and selected vehicles in the Water, Wastewater Departments. The Stores and Equipment Fund is managed by the Department of Public Services, and like most City functions, has been attempting to focus on capital replacement of its assets in an appropriate and timely fashion. Fortunately, over the last few years, the fund is beginning to show a positive trend due to right-sizing of the staffing levels and promoting efficiency through incorporation of the Police vehicles to the fleet while maintaining the same staffing level as before.

Two units within the Stores and Equipment Fund that are in dire need of replacement due to their age and recent service history are the skid loaders, which were originally purchased in 1982. These loaders are used for a variety of tasks, most intensely during winter operations. As a result, bids for replacement units were advertised through the Michigan Intergovernmental Trade Network (MITN) by the Finance Department, based on the attached specifications. There were four (4) bidders, with the low bid total amount of \$60,200.00 received from Buck and Knobby Equipment Company from Ottawa Lake, Michigan. Their product bid for two (2) Mustang Model 2044 skid loaders meets the required specifications, and is within the budgeted funding. Each skid loader will include bucket, broom, and blade attachments. The Stores and Equipment Fund is eventually paid back for the purchase of this unit by charging an hourly rate (currently \$41.85) back to the Major Street Fund, Local Street Fund, General Fund, or other appropriate fund each time this piece is used.

**IT IS RECOMMENDED** that the City Council authorize the purchase of two (2) skid loaders in the amount of \$60,200.00 from Buck & Knobby Equipment Company, and that the Director of Engineering and Public Services be authorized to prepare a purchase order for the above amount.

### **CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** As soon as possible

**REASON FOR DEADLINE:**

**STAFF RECOMMENDATION:**           X For            Against

**REASON AGAINST:** N/A

**INITIATED BY:** Department of Engineering and Public Services

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** City Council, Department of Public Services

## FINANCES

<b>COST AND REVENUE PROJECTIONS:</b>	Cost of Total Project	\$60,200.00
	Cost of This Project Approval	\$60,200.00
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

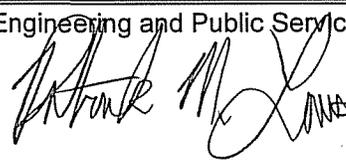
<b>SOURCE OF FUNDS:</b>	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	Vehicles – Stores & Equip.	641-60.521-981.000	\$60,200.00

Other Funds

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 05/01/12

**REVIEWED BY:**



**DATE:**

**COUNCIL MEETING DATE:** May 7, 2012



## CITY OF MONROE

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Department of Finance

### M E M O R A N D U M

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DATE: April 30, 2012

TO: Patrick Lewis, Director of Engineering and Public Services

FROM: Ed Sell, Finance Director

RE: Bids for Two (2) Skid Loaders

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Patrick,

Four responses were opened today for two (2) skid loaders for the Public Services Department. The apparent low bid is from Buck & Knobby Equipment Co. at \$60,200. A bid tabulation sheet is attached.

Review all the bids for compliance with your specifications. Make your written recommendation to the City Manager using the shared file "Council Agenda Items". Thank you.

Sincerely,

Edward J. Sell Jr.  
Finance Director

Cc: Bill Walters  
Shana Hayter

**BIDS RECEIVED LIST FOR TWO (2) SKID LOADERS FOR THE  
PUBLIC SERVICES DEPARTMENT. BID REQUESTS MAILED  
APRIL 17, 2012. BIDS DUE MONDAY, APRIL 30, 2012.**

	<u>BID AMOUNT</u>
<b>SOUTHEASTERN EQUIPMENT CO. INC. NOVI, MI (INCLUDES BID SPECIFICATION EXCEPTIONS)</b>	<b>\$72,250.00</b>
<b>BUCK &amp; KNOBBY EQUIPMENT CO. OTTAWA LAKE, MI</b>	<b>\$60,200.00</b>
<b>ALTA EQUIPMENT COMPANY WIXOM, MI</b>	<b>\$62,000.00</b>
<b>MICHIGAN CAT BROWNSTOWN, MI</b>	<b>\$69,130.00</b>

# SKID LOADER BID SPECIFICATIONS

## 1,450-Pound Capacity

### SIZE

Length (Without Attachment) 95 inches (2413 mm)  
Width (Over Tires) 59 inches (1499 mm)  
Height (With Operator Cab) 77.7 inches (1974 mm)  
Weight (Without Attachments or Operator) - Approx. 5,623 lbs. (2551 kg)  
Bucket Rating – (SAE Heaped) - Dirt-Type - Minimum 11.7 cu. ft. (0.33 m<sup>3</sup>)  
Bucket Width 60 inches (1575 mm)  
Ground Clearance 7.5 inches (191 mm)

### PERFORMANCE

Clearance Circle, Front (with Bucket) 73 inches (1854 mm)  
Height to Bucket Hinge Pin - Minimum 112 inches (2845 mm)  
Reach at Maximum Height - Minimum 25.7 inches (653 mm)  
Dump Height 88 inches (2240 mm)  
Max. Rollback at Ground 28 degrees  
Dump Angle @ Full Height 32 degrees  
Travel Speed 0-6.6 mph (0-11.3)km/h  
Tipping Capacity – (SAE) Minimum 2900 lbs. (1315 kg)  
Rated Operating Load – (SAE) Minimum 1450 lbs. (658 kg)  
Rated Operating Load – (SAE) with Optional Rear Weight 1550 lbs. (703 kg)  
Fuel Tank – 14.3 gal.

### HYDRAULICS

Suspension seat

Must have minimum 12 gal. (45 L) independent hydraulic reservoir.

Pump - Gear-type capable of providing minimum of 18 GPM (68.1 L/min) for auxiliary hydraulic system. System pressure to 2500 PSI (172 bar).

Valves - Three-spool, open-center standard; lift (with float detent), bucket tilt and auxiliary function standard equipment. Hydraulic bucket self-leveling lift action to be provided as optional equipment.

Four Double-acting Cylinders - 3000 PSI (206 bar) Rating

Minimum Sizes:

Boom Lift- 2.5"(64 mm) Bore - 1.50"(38 mm) Rod – 26.1"(662 mm) Stroke.  
Bucket Tilt - 2.5"(64 mm) Bore - 1.38"(35 mm) Rod – 15.2"(386 mm) Stroke.

### HYDRAULIC SYSTEM PERFORMANCE

Time Required to Raise Boom to Full Height	<u>Approximately</u> 4.2 seconds
Lower Boom from Full Height	3.0 seconds
Bucket Dump	1.5 seconds
Bucket Rollback	1.8 seconds

## **DRIVE**

Hydrostatic pump directly coupled to engine with hydraulic oil flow to high-torque hydraulic motors.

Motors power planetary reduction driving heavy-duty chains to axles. Chains must have ability to adjust axles to maintain proper tension.

## **ENGINE**

Water-cooled diesel, minimum 47 net HP (35 kW) at 3000 rpm. (Gross HP ratings not applicable.) Spark arrestor muffler, dual-element air cleaner and glow plugs must be provided as standard equipment. Must have 12V electrical system with minimum 700 CCA battery.

Engine speed must be operated by hand and/or foot control.

## **CONTROLS**

Case type hand controls

## **TIRES**

10.00x16.5 6-ply / Titan HD 2000 II Standard rim – in 59in, out 64.2in

## **SAFETY EQUIPMENT**

Heated Operator cab and side screens provided as standard equipment. Operator cab to meet SAE standards J1040 and J/ISO 3449 for Rollover Protective Structure and Falling-Object Protective Structure (ROPS/FOPS).

Operator ROPS/FOPS cab must be capable of tilting rearward for maintenance. Parking brake and work lights furnished as standard equipment.

Seat belt must be furnished as standard equipment. Additional operator protection shall be provided by a seat bar, which shall prevent lift arm and tilt operation, activate brakes, and prevent starting engine when device is not in operating position.

Grab handles must be provided as standard equipment to assist the operator mounting and dismounting the loader.

Instructions: Operational instructions and warnings by decals with pictorials or symbols. Additionally, a weather-resistant operator's manual and Service & Repair manual in English is to be furnished with the loader in a lockable compartment.

## **ATTACHMENTS**

Each Skid Steer Loader shall be provided with (1) each of the following\*:

- 1) 60" Dirt/Construction loader bucket with bolt-on cutting edge.
- 2) 60" Hydraulic Angling Snowplow Blade.
- 3) 60" Sweepster, Hydraulic Drive Sweeper with Power Angle and polypropylene and wire mix.

\*Shall include all motors, hoses, fittings and hose couplers.

**All attachments must be mounted on a universal-type quick-change mechanism.**

**Attachments must be removed or mounted by an experienced operator within two (2) minutes**

**Delivery within ninety (90) days of purchase order date.**



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** Fiber Network Switch Bid Recommendation

**DISCUSSION:** The Fiber Optic Project item that was approved at the April 16, 2012 meeting included approval of a bid on network switches. The bid was awarded to LSI of Bartlett, TN in the amount of \$11,325. The switches to be purchased are manufactured and licensed by Cisco Corporation. I was contacted by Cisco and they advised that LSI is not an authorized Cisco reseller. They also advised of some of the ramifications of purchasing outside of the authorized reseller network. I have reviewed this situation with IT staff, and to summarize, there could be problems with warranty, licensing, and support and additional fees for inspection and licensing that would exceed the savings achieved by purchasing from LSI versus an authorized reseller.

The next low bid that was received was from Sentinel Technologies of Ann Arbor, MI in the amount of \$12,154.50. Sentinel is an authorized Cisco reseller. A bid tabulation is attached.

It is recommended that the Mayor and City Council approve reversing its previous action to award the network switch bid to LSI in the amount of \$11,325 and approve awarding the bid to Sentinel Technologies in the amount of \$12,154.50.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** 5/7/2012

**REASON FOR DEADLINE:** Bid Price Commitment

**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	\$ 12,154.50
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

Information Systems Fund

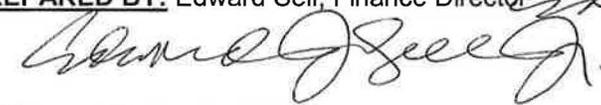
636-30.915-977.000

\$ N/A  
\$ 12,154.50  
\$ N/A  
\$ N/A

Budget Approval: 

**FACT SHEET PREPARED BY:** Edward Sell, Finance Director 

**DATE:** 5/1/2012

**REVIEWED BY:** 

**DATE:** 5-2-12

**COUNCIL MEETING DATE:** May 7, 2012

**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.**

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



## CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** Proposal to Place Memorial Bricks in the West Front Street Public Right-of-Way in front of the Monroe County Labor History Museum

**DISCUSSION:** The Monroe County Labor History Museum, located at 41 West Front Street, has proposed placing memorial bricks in the sidewalk area along its building frontage. The bricks would be engraved with milestones and famous quotes in labor history, using them as a tool to educate the public about labor's past. As this proposal requests the permanent utilization of publicly owned and controlled property, it must be reviewed and approved by City Council. While this project is not a traditional "Monument," the process for review and approval in the City's Monument Policy provided appropriate review and approval criteria. The proposed bricks also meet the definition of a monument as established by this policy: *Monument, Memorial, and Commemorative Structures – Any monument, statue, plaque, structure, tree, shrub, designed landscape, or other object or thing constructed, erected, planted, or otherwise located in a city park or on city property intended to commemorate or memorialize any person, group, place, or event...*

The City's Monument Policy requires that the applicant submit a proposal for review by the affected City Departments and ultimate City Council approval. The proposal shall describe the type of monument being proposed, the location, justification for the monument, and evidence of an established maintenance/endowment fund that will be available to and used at the discretion of the City for the purpose of maintaining and/or repairing the monument, infrastructure or other accoutrements related to said memorial. The Monument Policy also provides guidelines for review and approval of the memorial, which are outlined in the attached documents.

As described in the Narrative submitted by the applicant, the Labor History Museum is a non-profit corporation that is dedicated to telling the story of labor movement in the Monroe County. The location of the museum is historically significant as it served as the headquarters and social hall of the Monroe County CIO Industrial Union Council and has served the labor movement and the greater community for over 64 years. Therefore, the applicant has established the significance of this location and the labor movement in the City's heritage, culture, or development. Further, the Museum offers a unique facility memorializing the labor movement that has not been commemorated elsewhere by another monument or memorial.

The most significant comments from the City Departments relate to the proposed area of placement of the proposed memorial bricks. The City has established a downtown brick paver (stamped concrete) pattern that includes an accessible concrete sidewalk adjacent to the buildings, then a stamped concrete "non-walking" area between the sidewalk and the curb. The proposed location is within "Streetscape Areas I and II" that were designated in the downtown. This new pattern is designed to maximize ADA compliance and accessibility, while still providing roughly half of the accent area the bricks used to provide. This new design is contrary to what was proposed by the Monroe County Labor History Museum. It should be noted the City has not implemented the new design in the entire downtown, as this work is progressing together with street projects and as budget allows. Additional staff comments include technical specifications for the installation of the bricks including the required base materials and dimensions. Therefore, the City Departments recommended that if approved, the proposed memorial bricks be **limited to the "non-walking" area between the ADA compliant sidewalk and the curb.**

A discrepancy in the proposal from the established monument policy is the request to not establish an escrow fund for perpetual maintenance. The applicant has indicated that they Monroe County Labor History Museum would maintain the bricks, and if not maintained, the City has the ability to complete the work and assess the property owner for that work. While the City does have the ability to assess adjacent property owners for repairs to sidewalks, the unique nature of these bricks would create a deviation from the remainder of the downtown streetscape and this type of work is not typically covered by a special assessment. Therefore, City staff recommends that if City Council agrees to waive the escrow requirement that the Monroe County Labor History Museum would be required to enter into an agreement specifically acknowledging the right of the City to special assess for repair, replacement, or removal of the memorial bricks.

The Monument Policy requires that all the costs for the production and installation are covered by the applicant. While the applicant has noted the cost of the brick installation would be covered by the Monroe County Labor History Museum, the proposal does not identify any permitting or project oversight expenses. As this project is within the City right-of-way, it will require a right-of-way permit and the final design and installation will need to be reviewed, inspected and approved by Engineering Department staff. It is unclear if these costs were included in the applicant's estimate and because of the unique nature of this installation, City staff recommends these costs should be borne by the applicant.

Approval of the content of monuments and memorials is also subject to City Council approval under the Monument Policy. The proposal for the memorial bricks only identifies the content as "milestones and famous quotes in labor history." It is understood that all the content may not be identified by the museum and may be added over time. Therefore, it is reasonable to require that the content of the engravings should be submitted to the City for approval prior to placement of the bricks.

The Monument Policy provides that City Council may act on the proposal by approving, approving with conditions, or denying the request. With the above noted conditions, the proposed memorial bricks could be incorporated into the downtown streetscape and maintained appropriately.

IT IS RECOMMENDED that City Council find that the proposed memorial serves a public purpose by educating the public about the significance of this location and the labor movement in the City's heritage, culture, and development; and hereby approves the proposal to place memorial bricks in the West Front Street public road right-of-way in front of the Monroe County Labor History Museum subject to the following conditions 1) The placement of bricks is limited to the area between the sidewalk and curb, and a standard (grey concrete) ADA compliant sidewalk shall be installed adjacent to the building in accordance with the downtown streetscape plans; 2) A final plan following the design guidelines supplied by the Engineering Department and prepared by a design professional (engineer or architect) is submitted for review and approval; 3) A right-of-way permit is obtained prior to the proposed installation, the applicant is responsible for any permit, review and inspection fees, and the installation shall follow the site preparation and base material guidelines supplied by the Engineering Department; 4) The applicant agrees to execute an agreement approved by the City attorney and recorded with the County Register of Deeds, specifically acknowledging if the bricks are not maintained, the City has the ability to special assess for their repair, replacement, or removal of the memorial bricks; 5) The content of the brick engravings are submitted to the City Planning Department for review and approval prior to placement.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** May 21, 2012

**REASON FOR DEADLINE:** Coordination of proposed project with West Front Street resurfacing.

**STAFF RECOMMENDATION:**           X For                    Against

**REASON AGAINST:** N.A.

**INITIATED BY:** Monroe County Labor History Museum

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** Engineering Department, Department of Public Services, Economic and Community Development Department

## FINANCES

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

\* All costs to be borne by the applicant.

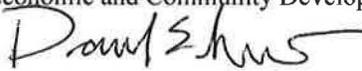
<b>SOURCE OF FUNDS:</b>	<u>City</u>	Account Number	Amount
	<u>Other Funds</u>		

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** Dan Swallow, Dir. of Economic and Community Development

**DATE:** 05/01/12

**REVIEWED BY:** George Brown, City Manager



**DATE:**

**COUNCIL MEETING DATE:** May 7, 2012

# Monroe County Council C.I.O. Social and Welfare Association

The  
Philip Murray  
Building



Home of the Monroe  
County Labor History  
Museum

41 W. Front Street Monroe, MI 48161

## Monroe County Labor History Museum Proposed Paver Brick Project Narrative

### Building History

The Monroe County Labor History Museum is located at 41 West Front Street in the historic Philip Murray Building. The property was purchased in 1946 by a non-profit corporation established by the Monroe County CIO Industrial Union Council, called the Monroe County Council CIO Social and Welfare Association. It has operated and maintained the building continuously since the organization's inception. This organization included all of the CIO unions that operated in Monroe County, and the building served as its headquarters and social hall. A site in downtown Monroe was important because the organization was woven into the fabric of the community. The building has served the labor movement and the Monroe community for over 64 years.

### Building Renovation Project History

In 2001 the last 2 original unions which belonged to the association found that they no longer had funding to keep the building open. The Monroe/Lenawee County AFL-CIO Central Labor Council stepped in to address one of the building's most immediate needs and replaced the steam boiler. After this was accomplished, a group of community and labor leaders came together to brainstorm ideas for the sustainability and the best use of the building, which had fallen into disrepair. The outcome was a bold new plan to renovate and convert the building that played a major role for over 50 years of labor history in Monroe into the first labor history museum in the state of Michigan. The plan was presented to the City of Monroe planning department and was embraced as part of an effort to revitalize the West Front Street corridor. We have enjoyed a very supportive working relationship with the city over the last 10 years; the first 2 phases of this 3 phase project recently came to fruition with the rededication of the renovated Philip Murray Building on 9-3-11.

## **Proposed Paver Brick Project**

We would like to preface this proposal first with the facts discussed during the site plan review of the proposed renovation project with City of Monroe authorities. At that time we talked about installing paver bricks in front of the building to match what were in place as part of the downtown street scape of the 1980's. As part of this discussion we suggested engraving some of the bricks with milestones and famous quotes in labor history, using them as another tool to educate the public about labor's past. The only concern that was raised at this time pertained to using the same manufacture, color, and layout pattern as the city's specifications and we addressed this concern by adding a note to the final construction documents.

In the time that has passed since the start of our project, the consistency and standards that govern actions by private property owners and that are accepted as a standard practice by the City of Monroe when replacing paver brick sidewalks has changed. There appears to be inconsistency in what is allowed and this leaves the impression that there does not appear to be a desire to maintain uniformity consistent with the standards presented to us during the site plan review of our project. We understand that things change over time and it has and always will be our intention to work with the City of Monroe on any issues that may arise. From the start of this project it has been our goal to enhance the appearance of the Philip Murray Building to blend into the ambience of the downtown. We feel very proud to be able to add to the quality of our City. Please keep these thoughts in mind when reviewing this proposal.

## **Guidelines for Review**

- a. When thinking about the significance or relevance of the project to the city of Monroe, there are a number of elements to consider. Foremost is the history of the building, starting with its dedication ceremony in 1947. At that time Front Street was closed and a stage constructed which served as the platform for the keynote address delivered by the labor icon Walter P. Reuther. This building and organization is close to the top of the list for longevity as landmarks in downtown Monroe. When reviewing the original articles of incorporation for the association we found that one of the organizational purposes listed was education. This is one of the purposes of our request to have significant labor milestones such as the Newton Steel Strike of 1937 engraved on 8"x8" paver bricks. Another purpose for the project is to memorialize the many people and organizations that contributed to the struggles of the labor movement by having their names engraved on 2"x4" paver bricks.
- b. Labor's heritage is woven into the culture of our city and our society. One aspect that needs to be emphasized is the fact that the city of Monroe was the paper making capital of Michigan and the world. The papermakers' union was the first CIO union chartered in Monroe and had the largest membership of any union body, estimated to be over 5,000. The members of the papermakers' union were the moving force that secured the purchase of the Philip Murray Building. This segment of society helped fight for the establishment of the middle class and the standard of living that we all enjoy today. The labor history museum is the only museum in the state of Michigan that exclusively tells the story of the labor movement. This interpretive memorial would be the first of its kind in Monroe.

- c. The location of the brick paver memorial will be in the area directly in front of the Philip Murray Building, starting from the brick veneer of the building and extending to the street curb. It makes sense to locate this at the entrances of the museum and in the public right of way in order to have the greatest impact on the viewing public. We believe that using paver brick as the medium would be consistent with the rest of the downtown landscape and would have a less immediate impact than some other type of above-ground display. Another location in the downtown area to display a similar concept would be in front of the gazebo in Loranger Square.
- d. When selecting the materials for this project, appearance and quality were given the greatest consideration; the desire is to create a long-lasting and maintenance-free memorial. The product chosen by the city for the 1980's street scape was paver with a maximum thickness of 1.25". Although this material has served the city fairly well for 25 years, we have noticed in the last few years that the pavers are crushing and cracking due to the freeze/thaw process. With this in mind, we have selected a paver that is 2.25" thick and able to withstand heavy vehicular traffic. After investing the engraving process, we were concerned that additional expenses would result if we were to use a thinner, less commercial grade product with a higher probability of cracking. We are willing to make the additional outlay for a higher quality paver. We feel that we will save more on maintenance because we will not have to replace a thinner cracked paver and pay to have it engraved a second time. The product we have selected is made by Belden Brick Company, a manufacturer with a world-renowned reputation for having the highest quality for commercial applications in the industry. The style of brick is identified as Regimental Medium Range, which uses a blend of 3 different colors of red. As you look at the sample provided we think you will agree that this is very appropriate to the period and would blend in with the other 2 formats currently in place in the downtown area.
- e. The estimated cost to install the paver bricks will be covered in its entirety by our organization and is currently estimated to be \$15,000.00. It will be installed in accordance with industry best practices and standards. If there is a concern regarding maintenance and/or legacy costs incurred by the city of Monroe, there would be no difference between the new installation and what is in place currently by city ordinance. The property owner will be responsible for repairs and if they are not maintained appropriately, the city will perform the maintenance and assess the property owner for the cost on their tax bill. As a result, we feel that it is not necessary to establish an endowment fund for maintenance and repair.
- f. No mechanical systems are needed to operate or maintain a paver brick sidewalk so this section would not apply.
- g. To demonstrate the significant size and effect of this project, it is estimated that there is an opportunity for over 3,000 citizens of Monroe from the labor movement to be recognized for their contribution to making our society a more pleasurable place to live and raise a family.

REVISIONS:

J.C. ANDRUS & ASSOCIATES, INC.

ENGINEERS - SURVEYORS - PLANNERS  
5241 SECOR ROAD SUITE A TOLLDO, OHIO 43623

(619) 248-3737 (800) 669-5315  
FAX: (619) 248-1090



DWM  
16-06  
DWG  
11216

ALLEY-

15" STORM SEWER

SAN. SEWER

M.B.U.G.

ELECTRIC METERS

POWER POLE

C.B.

12" CONC. NW-  
INV.592.75±'

C.B.

SAN CONC WSW-INV.590.93'  
10" PVC ENE-INV.592.63'  
12" CONC SE-INV.592.23'  
4" CORR SW-INV.593.13'

ZONED CBD

FUTURE FRONT WALK AREA TO INCLUDE  
"HISTORIC MOMENTS" PAVER BRICK INSERTS AS  
PREVIOUSLY APPROVED BY THE MONROE D.D.A.  
- PAVER INSERTS TO MATCH SIZE, COLOR AND  
STYLE OF EXISTING SIDEWALK PAVERS.

NEW WALL MOUNTED NEON  
SIGNAGE TO MATCH  
HISTORIC ORIGINAL SIGNAGE

EXISTING  
SIDEWALK

LIGHT  
POLE

TREE  
GRATE

IRRIGATION  
BOX

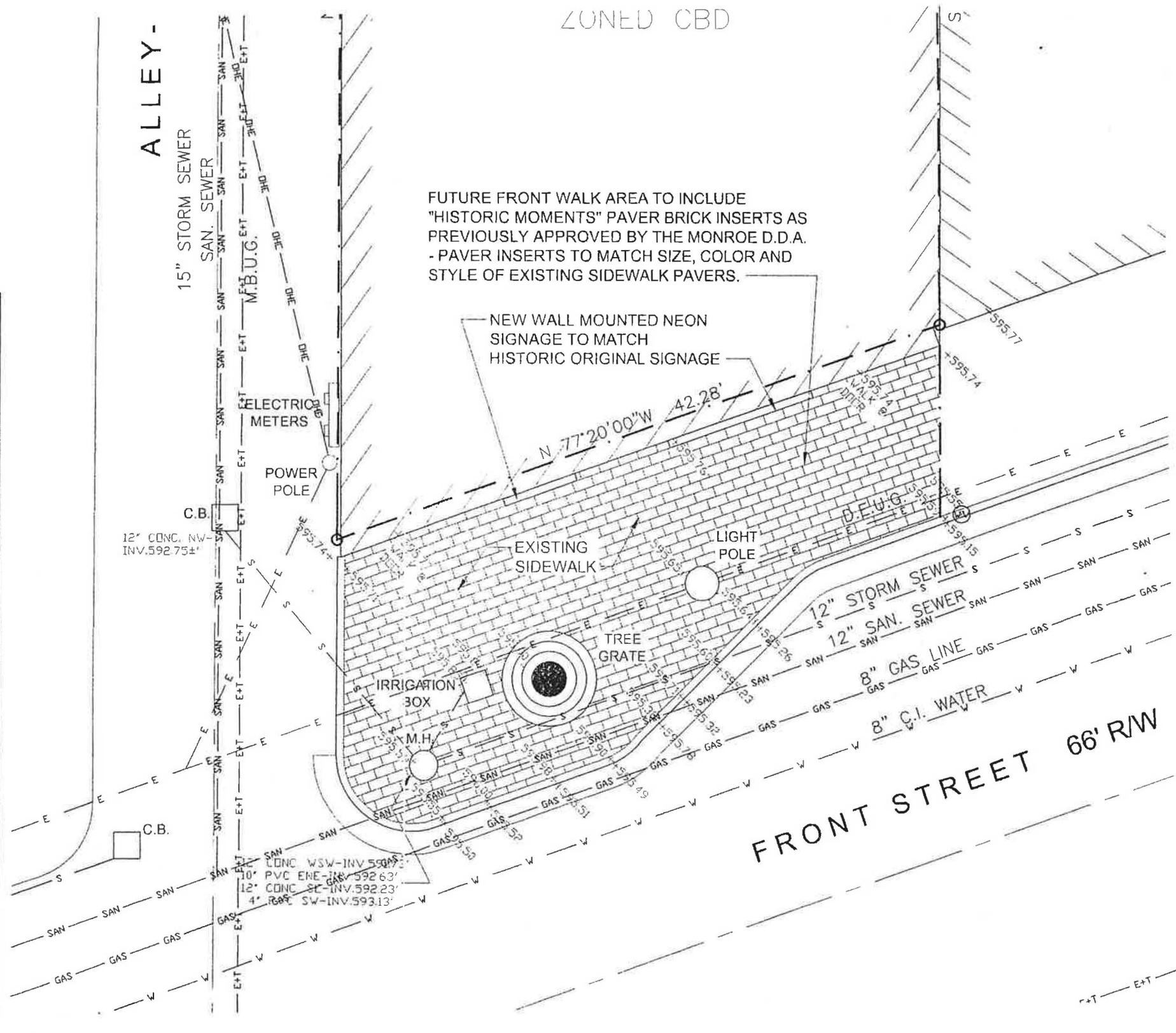
M.H.

12" STORM SEWER  
12" SAN. SEWER

8" GAS LINE

8" C.I. WATER

FRONT STREET 66' R/W



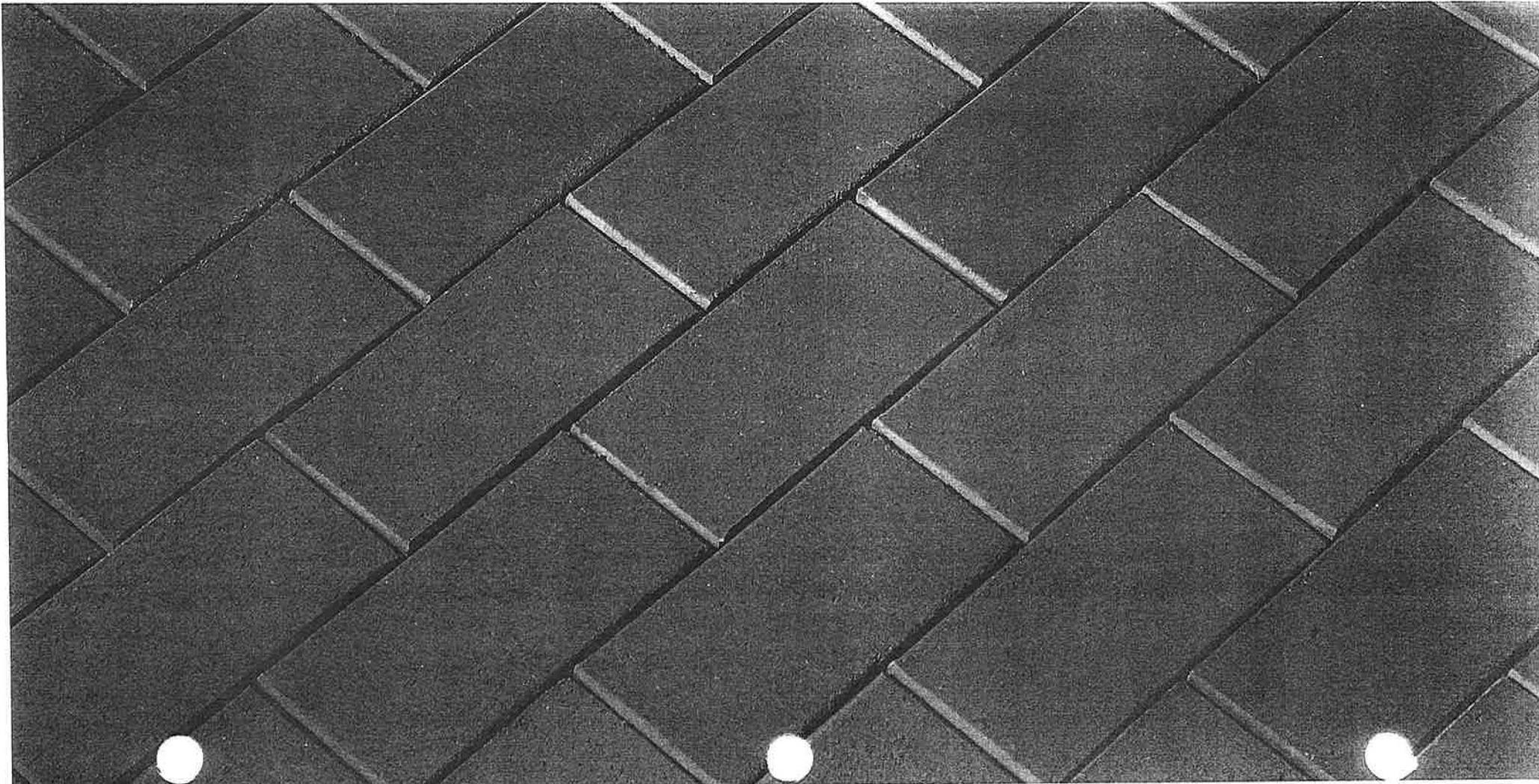




**EXTRUDED BRICK**  
**COLOR:** RED  
**TEXTURE:** Wire-Cut  
**PLANT:** 2  
**TEST DATA:** Refer to the index at the front of this section

## REGIMENTAL MEDIUM RANGE

<b>SIZE: 2-1/4" x 4" x 8"</b>			
ASTM C 902-XX (LIGHT PEDESTRIAN)	TYPE: I	CLASS: SX	APPLICATION: PX
ASTM C 1272-XX (HEAVY VEHICULAR)	TYPE: R		APPLICATION: PX
<b>SIZE: 2-3/4" x 4" x 8"</b>			
ASTM C 1272-XX (HEAVY VEHICULAR)	TYPE: R or F		APPLICATION: PX



## Swallow, Dan

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**From:** Lewis, Patrick  
**Sent:** Wednesday, February 08, 2012 4:00 PM  
**To:** Swallow, Dan; Green, Jeffrey  
**Cc:** Laroy, Barry; Brown, George; Tom Ready  
**Subject:** Paver Brick Project - Labor History Museum  
**Attachments:** 20120208155911332.pdf

Dan / Jeff,

Like Barry, I reviewed the above (and attached) submittal (though not as timely as Barry, as usual). Here are my thoughts, some of which I am certain will get me in trouble for stirring the pot:

1. Barry is correct in his previous comments, specifically that the Labor Museum fronts on the Streetscape 2 area, installed in 1984. At the time (and mostly continued today), the roadway intersections were done in brick, with the mid-block sections (including alleys) done in concrete. Also, he is correct that the City does not maintain the engraved bricks in Loranger Square, as that is the section maintained by the county and outside of our roadway right-of-way, thus we would not have had veto power over the use of this public asset or control of the content.
2. The City does, through its ordinances, provide for the maintenance of sidewalks at the general expense of the abutting property owner, unless other conditions are present (city tree or utility damage being two examples). Therefore, unless the sidewalk / brick / stamped concrete frontage is outside of the extension of the two property lines on a corner, we can easily assess the property owner for the work at any time in the future. However, for all of the comprehensive "streetscape" projects through 2001, the City paid the full costs for the brick areas (even the small part within the property "frontage"), but assessed all owners on a per foot basis for the sidewalk costs in the remaining areas. If we are to allow a "Special" brick installation, it should be understood that this does NOT constitute an area-wide benefit where maintenance costs should be spread through a larger area.
3. The City is slowly moving toward a new downtown pattern where all of the existing brick paver corners that run from building face to curb are replaced with a hybrid design with an accessible pathway adjacent to the buildings in grey concrete at 2% maximum cross slope, and then stamped colored concrete "non-walking" area between the center sidewalk joint and curb, where the cross slope can exceed 2%. This new pattern is designed to maximize ADA compliance and accessibility, while still providing roughly half of the contrast the bricks used to provide, albeit with a cheaper material with some minor loss in aesthetic quality versus the bricks. While the brick pavers have always been an acceptable material and the Engineering Department does not have any specific objection to their use, question is raised as to whether or not we want to encourage exceptions to this newly-established pattern. The adjacent SW corner of Front / Monroe and SE corner of Front / Cass have already been converted to this new pattern, which was not yet the case when Mr. Conner proposed this plan first a number of years ago. At a minimum, the use of bricks should be limited to the "non-walking" area between the curb and the ADA compliant route along the building face, which must be at least 5' wide and should match the center joint pattern. Should brick pavers be permitted, the pattern has been to install them on a 4" minimum concrete base, with a ¾" asphalt setting bed above the concrete. The pattern proposed, while not exactly the same as that installed elsewhere, is generally acceptable, since there no longer is a single pattern with slightly less than half of the brick areas already converted to stamped concrete. Obviously, the use of a thicker brick (2") is acceptable in lieu of the 1-1/4" bricks originally installed in other areas downtown.
4. An additional concern of mine is not necessarily a technical one, but does impact the City's control of our rights-of-way for other purposes. While consistency with the Monument policy is important in its own right, the proposed project seems to go beyond a simple "memorial" purpose and has crossed over into what appears to be fund-raising for the purposes of the museum (at least from previous conversations I have had with Mr. Conner with respect to the names that may be engraved being the result of donation in some cases). While I recognize that our banner poles are often used for ostensibly the same purpose for non-profits on a much more temporary basis, this is a much more permanent application, and sets what in my mind is a dangerous precedent

for the use of our rights-of-way. While I do not question the role organized labor has played in the history of Monroe and Michigan in general, there are some folks that will nonetheless have a less-than-favorable view and object to our allowance of the use of a public asset to display what could be thus construed as an advancement or endorsement of certain types of public policy today. Our ability to reject similar future uses for political parties, churches, or much less innocuous ideologies should they happen to be abutting property owners will be severely challenged if we allow this without very strict guidelines. At the very least, I feel Council should approve this aspect of the application, as it represents a true public policy decision.

Hopefully I haven't tripped falling off my soapbox on #4, but those should be food enough for thought for everyone. Please let me know if I have omitted any technical questions in my diatribe.

Sincerely,  
Patrick M. Lewis, P.E.  
Director of Engineering and Public Services  
City of Monroe  
patrick.lewis@monroemi.gov  
(734) 384-9124 phone  
(734) 384-9108 fax

## Swallow, Dan

---

**From:** Laroy, Barry  
**Sent:** Thursday, February 02, 2012 8:39 AM  
**To:** Swallow, Dan  
**Cc:** Lewis, Patrick  
**Subject:** Paver Brick Project-Labor History Museum

Dan. I reviewed the information on the above subject & offer the following comments:

- The proposed location is within a Streetscape Area-Phase II or III.
- Current City policy on brick pavers has changed in the last few years. The City has moved to a stamped concrete such that the water & wastewater funds have contributed to this work along with City General funding as part of overall rehab water/sewer projects. Pat may want to offer further details on this subject.
- I do not believe that Loranger Square bricks (mentioned in narrative provided) are maintained by the City of Monroe.
- Suggest alternative location for brick pavers to be installed (i.e. Pat Lewis mentioned the strip between main walkway & building) or to allow them to be installed on their existing brick building fascia. This would be done by removing a portion (i.e. 1" thick) of existing brick & adding the customized brick to fill the void.
- If the City does allow the pavers to be installed, owner should pay for 100% of installation /inspection costs along with perpetual maintenance costs. Current practice downtown does not include assessing owners for maintenance of existing Streetscape brick pavers, they do for concrete & is 100% funded via City General fund. Pat may want to offer further details on this subject.

Barry S. LaRoy, P.E.  
Director of Water & Wastewater Utilities  
City of Monroe  
[Barry.Laroy@monroemi.gov](mailto:Barry.Laroy@monroemi.gov)  
(734) 384-9122  
(734) 384-9108 fax  
[www.monroemi.gov](http://www.monroemi.gov)

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# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO: REQUEST TO TRANSFER OWNERSHIP OF AN ESCROWED CLASS C LICENSED BUSINESS LOCATED AT 78 WEST FRONT STREET, MONROE, MI FROM STEVE'S TAVERN TO WORKS IN PROGRESS, LLC,**

**DISCUSSION:** The City received an application from Works in Progress LLC to transfer ownership of an Escrowed Class C licensed business located at 78 West Front Street, Monroe, MI from Steve's Tavern to Works in Progress, LLC., at 4 E. Front Street and 29 S. Monroe Street, Monroe, MI.

The request was reviewed by the administrative staff and there were no objections. Inspections were conducted by the Police, Fire and Building Departments and there were no code violations or objections.

The applicant is doing minor renovations that require building permits. Any discrepancies will be handled through the appropriate permits.

Therefore, it is recommended, that City Council approve this request.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:**

**REASON FOR DEADLINE:**

**STAFF RECOMMENDATION:**       For       Against

**REASON AGAINST:**

**INITIATED BY:**

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** Fire, Clerk, Police, Attorney, Finance, Community Development, Building and City Manager

**FINANCES**

**COST AND REVENUE PROJECTIONS:**

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

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

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** City Manager's Office      **DATE:** 5/1/12

**REVIEWED BY:**      **DATE:**

**COUNCIL MEETING DATE:** 5/7/12



Michigan Department of Licensing and Regulatory Affairs  
 Liquor Control Commission (MLCC)  
 7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505  
 Toll Free (866) 813-0011 • www.michigan.gov/lcc

Business ID: \_\_\_\_\_  
 Request ID: \_\_\_\_\_  
 (For MLCC use only)

**Local Government Approval**

(Authorized by MCL 436.1501)

**Instructions for Applicants:**

- Provide a copy of your Application for New Licenses, Permits, or Transfer of Ownership or Interest in License (form LCC-3011 for Retail or form LCC-3015 for Manufacturers and Wholesalers) to the local unit of government.

**Instructions for Local Legislative Body:**

- Complete this resolution, or provide a resolution, a letter of certification from the clerk, or minutes from the meeting at which this request was considered.

At a \_\_\_\_\_ meeting of the \_\_\_\_\_ council/board  
(regular or special) (township, city, village)  
 called to order by \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_  
(date) (time)  
 the following resolution was offered:

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_  
 that the application from Works in Progress, LLC (Studio Z Cafe & Listening Room) Laura Kreger, Timothy Kreger, Robert E. Oklejas  
(name of applicant)  
 for the following license(s): Class C, SDM, Sunday Sales AM, Sunday Sales PM, Outdoor Service  
(e.g. Class C, Tavern, B-Hotel, Micro Brewer)

and the following permits, if applied for:  Dance Permit  Entertainment Permit  Topless Activity Permit  
 Extended Hours Dance Permit Hours Required: \_\_\_\_\_  
 Extended Hours Entertainment Permit Hours Required: \_\_\_\_\_

to be located at \_\_\_\_\_  
 be considered for \_\_\_\_\_  
(approval or disapproval)

<b>Approval</b>	<b>Disapproval</b>
Yeas: _____	Yeas: _____
Nays: _____	Nays: _____
Absent: _____	Absent: _____

It is the consensus of this body that it \_\_\_\_\_ this application be considered for  
(recommends/does not recommend)  
 approval by the Michigan Liquor Control Commission.

I hereby certify that the foregoing is true and is a complete copy of th resolution offered and adopted by the \_\_\_\_\_  
 council/board at a \_\_\_\_\_ meeting held on \_\_\_\_\_  
(regular or special) (township, city, village) (date)

Name and title of authorized officer (please print): \_\_\_\_\_  
 Signature and date of authorized clerk: \_\_\_\_\_  
 Phone number and e-mail of authorized officer: \_\_\_\_\_



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** LEAVE BETWEEN THE CITY OF MONROE AND THE ARTHUR LESOW COMMUNITY CENTER (ALCC)

**DISCUSSION:** The City of Monroe leases the property at 120 Eastchester to the Arthur Lesow Community Center with the understanding that the premises shall be used as a Community Center for the youth and young adults of Monroe County providing cultural, educational, social camp, and recreational activities. The current lease will expire on June 30, 2012.

It is recommended that the Mayor and City Council authorize the renewal of the agreement with the Arthur Lesow Community Center to lease 120 Eastchester for three more years through June 30, 2015. It is further recommended that the Mayor and Clerk-Treasurer 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:** June 30, 2012

**REASON FOR DEADLINE:** Lease Expiration

**STAFF RECOMMENDATION:**  For  Against

**REASON AGAINST:** N/A

**INITIATED BY:** George Brown, City Manager

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:**

## FINANCES

<b>COST AND REVENUE PROJECTIONS:</b>	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

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

Budget Approval: \_\_\_\_\_

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

**DATE:** 5/2/12

**REVIEWED BY:**

**DATE:**

**COUNCIL MEETING DATE:** May 7, 2012

## L E A S E

THIS LEASE being entered into on \_\_\_\_\_, 2012, between the **CITY OF MONROE** ("City"), a municipal corporation, ("Landlord"), and the **ARTHUR LESOW COMMUNITY CENTER** ("ALCC"), a Michigan non-profit corporation, ("Tenant").

The City of Monroe in consideration of the covenants and agreements contained herein to be performed by the Arthur Lesow Community Center has leased certain premises in the City of Monroe, County of Monroe, State of Michigan, described as follows:

Lots 133 through 137, STEWART PLAT (and more commonly described as 120 Eastchester, Monroe Michigan)

The City and the ALCC agree on the following terms and conditions of this lease:

1. Term This lease is for a period of three (3) years, beginning on July 1, 2012, and ending June 30, 2015, except as otherwise subsequently provided.
2. Rental ALCC shall pay in rent the sum of \$2.00 for the term of this lease.
3. Purposes The premises shall be used by the Tenant for public purposes, specifically primarily to benefit youth and young adults of Monroe County providing cultural, educational, social camp and recreational facilities. The premises shall not be used for other purposes without the written consent of the City.
4. Taxes ALCC shall pay, if any, all taxes levied and assessed upon any personal property belonging to ALCC and located upon the premises, all leasehold and possessory interest taxes levied or assessed by any proper taxing authority, and any special assessments levied against the property.
5. Repairs and Maintenance ALCC represents that it has inspected and examined the premises and accepts it in its present condition. ALCC agrees to make all repairs at ALCC's sole cost and expense, and agrees to keep the premises safe and in good order and condition at all times during the term of this lease, and upon expiration of this lease, or at any sooner termination, ALCC will quit and surrender possession of the premises peaceably and in as good order and condition as the premises were at the commencement of the term of the lease, reasonable wear, tear and damage by the elements excepted; ALCC further agrees to leave the premises free from all nuisance and dangerous and defective conditions.

6. Building Improvements As part of its Capital Improvement Budget the City agrees to make capital improvements to the premises at the City's sole cost and expense. For purposes of this lease the term "capital improvements" shall be defined as an acquisition or replacement of major capital items with a life expectancy of five (5) years and a cost in excess of Ten Thousand Dollars (\$10,000.00). This does not in anyway, prevent the tenant from making additional improvements with its own funds.

7. Assignment Neither the premises, or any portion of it shall be sublet, nor shall this lease, or any interest in it, be assigned by ALCC, and any attempted assignment or subletting of this lease shall be of no force or effect, and shall confer no rights upon any assignee or sublessee.

In the event that ALCC shall be dissolved as a non-profit corporation this lease shall immediately terminate and end.

8. Liability ALCC shall save City harmless from any loss, cost or damage that may arise in connection with this lease or the use of premises by ALCC, its agents, employees, or any other person using the premises. ALCC agrees to deliver to City upon the execution of this lease an insurance binder of a continuing public liability and property damage insurance policy satisfactory to City, indemnifying and holding City harmless against any and all claims, in the amount of Two Million Dollars (\$2,000,000.00) for injury to any one person and shall keep the same in force during the term of this lease.

City shall maintain in force during the term of this lease an owner's insurance policy on the premises.

9. Mechanic's Liens ALCC agrees that at least seven (7) days before any labor or materials are done, used or expended by ALCC or on ALCC's behalf by any person, firm or corporation or by any contractor or service personnel, that ALCC will post and record, or cause to be posted and recorded, as provided by law, a notice of nonresponsibility on behalf of the City, giving notice that the City is not responsible for any work, labor or materials used or expended or to be used or expended on the premises under paragraph 5 above.

10. Utilities ALCC shall be responsible for and will promptly pay all utility bills and telephone bills.

11. Right to Inspect City shall have the right to enter the premises at reasonable times and inspect the premises.

12. Termination by City City may terminate this lease at any time it should be determined by City Council that public necessity and convenience require it to do so, by serving upon ALCC in the manner subsequently provided, a written notice of its election so to terminate, which notice shall be served at least ninety (90) days prior to the date in the notice named for such termination.

13. Default In the event that ALCC shall be in default in the performance of any terms and conditions agreed to be kept and performed by ALCC then in that

event, City may terminate and end this lease with thirty (30) days notice to ALCC served upon ALCC in the manner subsequently provided.

14. Hold Over In the event that ALCC shall hold over and remain in possession of the premises with the consent of the City, that holding over shall be deemed to be from month to month only, and upon all of same terms, covenants and conditions as contained herein.
15. Notices Any notices that are required here, or which either City or ALCC may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage prepaid, return receipt requested, addressed to ALCC at 120 Eastchester, Monroe, Michigan 48161, or addressed to City of Monroe at 120 East First Street, Monroe, Michigan 48161, attention City Manager.
16. Waiver Waiver by the City of any default in performance by ALCC of any of the terms, covenants, or conditions contained here, shall not be deemed a continuing waiver of that default or any subsequent default.
17. Fire or Destruction If the premises, or any substantial part, is destroyed by fire or other casualty making it untenable, the City may, at the City's option, terminate this lease, or repair the premises within a reasonable amount of time.
18. Compliance with Laws ALCC agrees to comply with all laws, ordinances, rules and regulations that may pertain or apply to the premises and its use.

WITNESSES:

CITY OF MONROE

\_\_\_\_\_

By: \_\_\_\_\_  
Robert E. Clark, Mayor

\_\_\_\_\_

By: \_\_\_\_\_  
Charles D. Evans, Clerk/Treasurer

ARTHUR LESOW COMMUNITY CENTER

\_\_\_\_\_

By: \_\_\_\_\_  
Its: President, ALCC Board

\_\_\_\_\_

By: \_\_\_\_\_  
Its: Executive Director



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** Appointment of City Attorney

**DISCUSSION:** The two year appointment of City Attorney, Thomas Ready expires on June 30, 2012. Section 47 of the City Charter prescribes that the Council shall appoint “one (1) City Attorney, for a term of two (2) years.”

In 2008 the Mayor and Council, considered recommendations of the 2007 Operations Assessment and City staff, consolidated all routine, general legal services with a local private attorney and law firm. Because of the long-term, positive professional relationship that the City and Attorney Thomas Ready had maintained, it was determined at that time, by Mayor Worrell and the City Council, that it would be in the City’s best interest to seek a single-source proposal from him. In addition to many years of previous service as Monroe City Attorney, Mr. Ready was selected and appointed as City Attorney in 2006, after the City solicited and analyzed proposals from eleven other legal firms and attorneys.

Mr. Ready was recently requested to submit a proposal, for consideration by the Mayor and Council, for the continuation of providing routine, general legal services for another two year term and appointment. That proposal is attached and includes proposed legal services and fees that are the same as those currently in effect. Among others, the legal services proposed include those as general, corporate counsel and prosecution of ordinance violations, traffic infractions and DUIL incidents, among others.

By charter the Mayor and City Council have sole discretion regarding whom they appoint to be City Attorney. However, weighing factors such as the City’s current fiscal challenges, Mr. Ready’s long and capable service and experience with the City, and the scope of services proposed to be provided, I recommend that the Mayor and Council strongly consider accepting Mr. Ready’s legal services proposal and re-appoint him as City Attorney for the term of July 1, 2012 to June 30, 2014.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** June 30, 2012

**REASON FOR DEADLINE:** City Attorney appointment expires on June 30, 2012

**STAFF RECOMMENDATION:**  For  Against

**REASON AGAINST:** N/A

**INITIATED BY:** City Manager

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** All

## FINANCES

**COST AND REVENUE PROJECTIONS:**

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

**SOURCE OF FUNDS:**

City

Account Number  
101-25.210-818.005

Amount  
\$132,000  
\$ N/A  
\$ N/A  
\$ N/A  
\$ N/A

Other Funds

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

Budget Approval: \_\_\_\_\_

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

**DATE:** April 23, 2012

**REVIEWED BY:**

**DATE:**

**COUNCIL MEETING DATE:** May 7, 2012

**READY, HELLER & READY, PLLC**

**ATTORNEYS AT LAW**

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Monroe, Michigan 48161  
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THOMAS D. READY  
MICHAEL L. HELLER  
JOHN F. READY  
KENNETH J. LAURAIN

JOHN J. SULLIVAN  
OF COUNSEL

April 24, 2012

Mr. George Brown, City Manager  
City of Monroe  
120 E. First Street  
Monroe, MI 48161

Re: Engagement Letter  
Our File Number: TDR-0661-07

Dear Mr. Brown:

Please accept this as our engagement letter to provide legal services to the City of Monroe. We propose to act as attorneys for the City of Monroe beginning July 1, 2012 under the following terms and conditions:

**Term**

The term of the representation will begin July 1, 2012 and will continue through June 30, 2014 unless mutually extended or modified. Representation may be terminated by either the City or by us with ninety (90) days written notice at any time.

**Duties**

We propose to represent the City of Monroe and to undertake the duties and responsibilities of the City Attorney as follows:

1. Thomas D. Ready agrees to be the named City Attorney as provided for in the Charter of the City of Monroe.
2. Provide general legal advice and support to the City Manager, City Council, and Department Heads. We will work closely with the City Manager.
3. Prepare and provide formal and informal written opinions and advice to the City Manager, City Council, Department Heads, Boards, and Commissions as required.
4. Make reasonable observation of the operations of the City as they relate to the requirements of the Constitution and Laws of the United States and the Constitution and

Laws of the State of Michigan, as well as the Charter and Ordinances of the City of Monroe.

5. Provide training to Department Heads, Boards, and Commissions as may be required.
6. Research, draft, and provide legal opinions as may be required.
7. Research and draft Ordinances and Resolutions as may be required.
8. Attend City Council Meetings unless excused. Review agendas in advance and be prepared to provide legal advice for any questions during the meetings which may be reasonably anticipated. Act as meeting parliamentarian. Attend other meetings as requested by City Manager.
9. Attend Board and Commission meetings as requested.
10. Coordinate and respond to Freedom of Information Requests as may be requested by the City Manager. Be familiar with and give opinions and direction regarding the Michigan Open Meetings Act, Freedom of Information Act, and Home Rule City Act.
11. Provide monthly statements detailing services provided and time spent.
12. Review and advise City on contracts as may be requested.
13. Serve as a member of the Board of Review.
14. Participate in Bankruptcy proceedings related to the operations of the City of Monroe as may be required.
15. Provide own library and continuing legal education except that the City will provide membership and expenses for Michigan Municipal League participation and Michigan Association of Municipal Attorneys participation.
16. Provide legal and support services for the City in court for prosecution of all City Ordinance violations and civil infractions. Organize and maintain police reports, tickets, complaints, related correspondence, pleadings, etc. relating to cases requiring prosecution.

Review Police Reports, Tickets, and other materials and authorize complaints and warrants as required. Review facts and approve criminal search warrants as necessary. Review facts and prepare administrative search warrants as necessary. Appear in court for all necessary pre-trial hearings and motions. Provide discovery for defendants and defense counsel. Prepare for and conduct arraignments, pre-trial conferences, motion hearings, evidentiary hearings, formal hearings, bench trials, settlement conferences, jury selection, and jury trials as needed. Research and respond to motions and file briefs as

necessary. Review discovery and Freedom of Information Act requests pertaining to City cases.

17. Provide legal services to defend the City in all District Court Cases.
18. Manage City Court Docket and receive telephone calls and requests from defendants and attorneys, discuss cases, approve or disapprove requests for adjournments and other matters.
19. Attend code enforcement meetings, as requested, where City enforcement issues are addressed as part of a team approach. Represent the City of Monroe in administrative or legal proceedings regarding these matters.
20. Participate in training Police Officers as needed as part of their field training program and occasionally as needed thereafter.
21. Represent the City in all litigation not otherwise assigned to outside counsel and monitor litigation which is assigned to outside counsel.

#### **Compensation**

We will provide up to 1,200 hours of attorney services per fiscal year (July 1<sup>st</sup> through June 30) during the term of this agreement. We ask that the City pay on or prior to the first day of each month the sum of \$11,000. In any fiscal year in which the hours of service exceed 1,200 hours they will be billed monthly at the rate of \$125 per hour. We will account to the City on a monthly basis as to time spent on legal services. Out-of-pocket expenses directly attributable to services rendered to the City will be charged at cost and billed as they are incurred. We will endeavor to advise you of any foreseeable expenses that are likely to be significant.

Respectfully Submitted,

Ready, Heller & Ready, PLLC

*Thomas D. Ready*

Thomas D. Ready

**Agreed to and Accepted by:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**George A. Brown, City Manager**  
**City of Monroe**