
RULE OF THE CHAMBER

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

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

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

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

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

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

AGENDA - CITY COUNCIL REGULAR MEETING

MONDAY, APRIL 15, 2013

7:30 P.M.

Amended

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. PRESENTATIONS.

Length of Service Award – Randy Sommers – 30 Years – Wastewater Department.

Length of Service Award – Rich Ohanasian – 25 Years – Police Department.

V. PUBLIC HEARINGS.

54 Public hearing for the purpose of reviewing and receiving comments on proposed Ordinance No. 13-003, an ordinance to adopt the Fiscal Year 2013-2014 Budget for the City of Monroe. There are no comments on file in writing in the Clerk-Treasurer's Office.

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

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

62 Public hearing for the purpose of reviewing and receiving comments on the special assessment roll for the expenses of unpaid weed and grass cutting fees where the owners have failed to pay for same. There are no comments on file in writing in the Clerk-Treasurer's Office.

63 Public hearing for the purpose of reviewing and receiving comments on the special assessment roll for the expenses of unpaid sidewalk repair fees where the owners have failed to pay for same. There are no comments on file in writing in the Clerk-Treasurer's Office.

- 69 Public hearing for the purpose of reviewing and receiving comments on the FY 2013-14 Community Development Block Grant Annual Action Plan. There are no comments on file in writing in the Clerk-Treasurer's Office.

VI. COUNCIL ACTION.

- 54 Proposed Ordinance No. 13-003, an ordinance to adopt the Fiscal Year 2013-2014 Budget for the City of Monroe, up for its final reading.
- 66 Postponed at the April 1, 2013 meeting.

The communication from the Building Official was presented, reporting back on bids received for the demolition of a property located at 728 East Fourth Street, and recommending that Council award the above contract in the amount of \$5,900 to Universal Consolidated Enterprises and that a total of \$9,900 be encumbered to include a contingency of \$4,000 for any unforeseen costs associated with the demolition, and further recommending that the Mayor or Clerk-Treasurer be authorized to sign the contract on behalf of the City of Monroe. It was moved by Council Member Kansier and seconded by Council Member Beneteau that item 66 be postponed until the next Council Meeting on Monday, April 15, 2013.

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

- A. Approval of the Minutes of the Regular City Council Meeting held on April 1, 2013.
- B. Approval of payments to vendors in the amount of \$_____.
Action: Bills be allowed and warrants drawn on the various accounts for their payment.
- 69 FY 2013-14 Community Development Block Grant Annual Action Plan.
1. Communication from the Director of Economic & Community Development, submitting the Community Development Block Grant Annual Action Plan for Fiscal Year 2013-14 as required by the Department of Housing and Urban Development (HUD), and recommending that Council approve distribution of the proposed FY 2013-14 CDBG Annual Action Plan for a 30-day public comment period, after holding public hearing and further recommending the City Council schedule a second public hearing and approval action for its May 20, 2013 regular meeting.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 70 Annual Bed Race to Aid Children in Monroe County.
1. Communication from the City Manager's Office, reporting back on a request from the Bed Race Committee Chairperson Kim Hooper for permission to hold the annual charity bed race to aid needy children in Monroe County on September 29, 2013, to close East First Street between South Monroe and South Macomb Streets and Washington Street between East Front and East Second Streets from 8:00 a.m. – 6:00 p.m., and recommending that Council approve the request contingent upon items being met as outlined by the administration, subject to no additional overtime or other costs to the city in accordance with City Council adopted policy, 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.

- 71 Dunbar Road Water Main Pipe Bursting Project – Consultant Design Award.
1. Communication from the Director of Engineering & Public Services, reporting back on consultant design services for the Dunbar Road Water Main Pipe Bursting Project, and recommending that Council award a contract for design services for the above project to The Mannik and Smith Group in the amount of up to \$19,415, and that the Finance Director be authorized to advance the necessary funds from Water Fund reserves into the 2012-13 fiscal year for use, and further recommending that the Director of Engineering & Public Services be authorized to sign the attached proposal on behalf of the City of Monroe.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 72 Street Lighting Special Assessment District #1 – Mason Run Phase 2 – DTE Agreement for Additional Light on Baptiste Avenue.
1. Communication from the Director of Engineering & Public Services, reporting back on Street Lighting Special Assessment District #1, Mason Run Phase 2 DTE Agreement, for an additional light on Baptiste Avenue, and recommending that the attached DTE Standard Agreement for Street Lighting for Municipal Street Lighting for one additional light on Baptiste Avenue be approved, and that the Director of Engineering & Public Services be authorized to execute it on behalf of the City.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 73 Resolution Naming Mark G. Worrell Park and Designating the Mark G. Worrell Pathway.
1. Communication from the City Manager's Office, submitting a resolution naming Mark G. Worrell Park in the Cranbrook Estates Subdivision (assessment parcel 69-00659-002), and designating the Mark G. Worrell Pathway, a segment of the pedestrian and bicycle pathway on North Custer, and recommending that Council approve the accompanying Resolution, which, if adopted, will name the described park-parcel as the "Mark G. Worrell Park" and will also designate the described segment of pathway as the "Mark G. Worrell Pathway".
 2. Supporting documents.
 3. Action: Accept, place on file and the resolution be adopted.
- 74 Wastewater Department Collection System Annual Root Treatment Program.
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 \$16,507.93 and a total amount of \$17,300 be encumbered to include a 5% contingency, be awarded to Duke's Root Control, Inc for tree root chemical treatment of Section 1 in accordance with the bid specifications.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 75 Assessment Roll – Weeds and Grasses.
1. Communication from the Clerk-Treasurer, submitting a proposed resolution authorizing the City Assessors to spread the special assessment roll for the expenses of cutting weeds and grasses on the 2013 summer tax roll, and recommending that the resolution be adopted and the charges be placed on the Summer 2013 Tax Roll.

2. Supporting documents.
 3. Action: Accept, place on file and the resolution be adopted.
- 76 Assessment Roll – Sidewalk Repair.
1. Communication from the Clerk-Treasurer, submitting a proposed resolution authorizing the City Assessors to spread the special assessment roll for the expenses of sidewalk repair on the 2013 summer tax roll, and recommending that the resolution be adopted and the charges be placed on the Summer 2013 Tax Roll..
 2. Supporting documents.
 3. Action: Accept, place on file and the resolution be adopted.
- 77 Assessment Roll – Rental Property.
1. Communication from the Clerk-Treasurer, submitting a proposed resolution authorizing the City Assessors to spread the special assessment roll for the expenses of rental property inspection on the 2013 summer tax roll, and recommending that the resolution be adopted and the charges be placed on the Summer 2013 Tax Roll.
 2. Supporting documents.
 3. Action: Accept, place on file and the resolution be adopted.
- 78 Assessment Roll – Blight Removal.
1. Communication from the Clerk-Treasurer, submitting a proposed resolution authorizing the City Assessors to spread the special assessment roll for the expenses of blight removal on the 2013 summer tax roll, and recommending that the resolution be adopted and the charges be placed on the Summer 2013 Tax Roll.
 2. Supporting documents.
 3. Action: Accept, place on file and the resolution be adopted.
- 79 Installation of New Public Storm Sewer – Lavender Street between Calkins and Hendricks – Special Assessment Resolution Number 2 – Sewer SAD 234.
1. Communication from the Director of Engineering & Public Services, submitting Resolution No. 2 in the special assessment process declaring the installation of a new public storm sewer to service Lavender Street between Calkins and Hendricks, and recommending that the attached Resolution 2 be adopted, and that the public hearing be scheduled for May 6, 2013 at 7:30 p.m. in the City Council Chambers.
 2. Supporting documents.
 3. Action: Accept, place on file and the resolution be adopted.
- 80 Bucket Truck Emergency Repairs.
1. Communication from the Director of Engineering & Public Services, reporting back on the electrical bucket truck emergency repairs, and recommending that the previously-issued emergency purchase order be affirmed to Cannon Truck Equipment in the amount of \$5,890.74, and that the competitive bidding process be waived for these repairs.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.

- 81 Purchase of Mosquito Larvicide Tablets and Detention Pond Pellets.
1. Communication from the Director of Engineering & Public Services, reporting back on the mosquito control larvicide application in storm sewer catch basins throughout the City, and recommending that Council approve the purchase of eleven (11) cases of larvicide briquettes and four (4) cases of pellets for detention ponds at a total cost of \$9,917.10 from the sole source, Clarke Mosquito Control Products, Inc., and that the Director of Engineering & Public Services be authorized to carry out the purchase.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 82 CDBG Sub-Recipient Agreement with the Monroe Housing Commission.
1. Communication from the Director of Economic & Community Development, submitting a CDBG sub-recipient agreement with the Monroe Housing Commission to hire a seasonal staff person to supervise the Tot-Lot Program at Greenwood Apartments Facility, and recommending that Council approve the proposed CDBG Sub-recipient agreement with the Monroe Housing Commission for fiscal year 2012-13 and authorize the City Manager to execute the agreement.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 83 Demolition Bid – 424 Winchester Street.
1. Communication from the Building Official, reporting back on bids received for the demolition of a property located at 424 Winchester Street, and recommending that Council award the above contract in the amount of \$8,500 to Quality Construction of Michigan Incorporated and that a total of \$12,500 be encumbered to include a contingency of \$4,000 for any unforeseen costs associated with the demolition and further recommending that the Mayor or Clerk-Treasurer be authorized to sign the contract on behalf of the City of Monroe.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 84 Demolition Bid – 1008 East Second Street.
1. Communication from the Building Official, reporting back on bids received for the demolition of a property located at 1008 East Second Street, and recommending that Council award the above contract in the amount of \$7,000 to Quality Construction of Michigan Incorporated and that a total of \$11,000 be encumbered to include a contingency of \$4,000 for any unforeseen costs associated with the demolition and further recommending that the Mayor or Clerk-Treasurer be authorized to sign the contract on behalf of the City of Monroe.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 85 Demolition Bid – 1132 Franklin Street.
1. Communication from the Building Official, reporting back on bids received for the demolition of a property located at 1132 Franklin Street, and recommending that Council award the above contract in the amount of \$5,500 to Quality Construction of Michigan Incorporated and that a total of \$9,500 be encumbered to include a contingency of \$4,000 for any unforeseen costs associated with the demolition and further recommending that the Mayor or Clerk-Treasurer be authorized to sign the contract on behalf of the City of Monroe.

2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 86 Demolition Bid – 803 East Elm Avenue.
1. Communication from the Building Official, reporting back on bids received for the demolition of a property located at 803 East Elm Avenue, and recommending that Council award the above contract in the amount of \$7,000 to Quality Construction of Michigan Incorporated and that a total of \$11,000 be encumbered to include a contingency of \$4,000 for any unforeseen costs associated with the demolition and further recommending that the Mayor or Clerk-Treasurer be authorized to sign the contract on behalf of the City of Monroe.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 87 Demolition Bid – 628 Humphrey Street.
1. Communication from the Building Official, reporting back on bids received for the demolition of a property located at 628 Humphrey Street, and recommending that Council award the above contract in the amount of \$7,900 to Quality Construction of Michigan Incorporated and that a total of \$11,900 be encumbered to include a contingency of \$4,000 for any unforeseen costs associated with the demolition and further recommending that the Mayor or Clerk-Treasurer be authorized to sign the contract on behalf of the City of Monroe.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 88 Demolition Bid – 1116 Franklin Street.
1. Communication from the Building Official, reporting back on bids received for the demolition of a property located at 1116 Franklin Street, and recommending that Council award the above contract in the amount of \$6,000 to Quality Construction of Michigan Incorporated and that a total of \$10,000 be encumbered to include a contingency of \$4,000 for any unforeseen costs associated with the demolition and further recommending that the Mayor or Clerk-Treasurer be authorized to sign the contract on behalf of the City of Monroe.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 89 Detroit Avenue Bridge Over Mason Run Drain – Consultant Inspection and Design.
1. Communication from the Director of Engineering & Public Services, reporting back on consultant inspection and design services for the Detroit Avenue Bridge Over Mason Run Drain, and recommending that Council award a contract for inspection, and possibly design, services for the above drain crossing to The Mannik and Smith Group in the amount of up to \$5,933, and that the Finance Director be authorized to make the necessary funds transfer, and further recommending that the Director of Engineering & Public Services be authorized to sign the attached proposal on behalf of the City of Monroe.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.

- VIII. MAYOR'S COMMENTS.
- IX. COUNCIL COMMENTS.
- X. CITY MANAGER COMMUNICATION.
- XI. CITIZEN COMMENTS.
- XII. CLOSED EXECUTIVE SESSION TO CONSIDER ATTORNEY'S OPINION AND POTENTIAL PROPERTY ACQUISITION.
- XIII. ADJOURNMENT.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Bids for the Demolition of the structure located at 728 East Fourth Street.

DISCUSSION: Bids were opened on March 25, 2013 for the demolition of the structure located at 728 East Fourth Street. The three lowest bids were received from Universal Consolidated Enterprises (\$5,900.00), Quality Construction of Michigan Incorporated (\$6,000.00) and Ward Close and Sons Excavating (\$6,750.00).

After review of the bids it is recommended that the City Council award the above contract in the amount of \$5,900.00 to Universal Consolidated Enterprises and that a total of \$9,900.00 be encumbered to include a contingency of \$4000.00 for any unforeseen costs associated with the demolition.

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

CITY MANAGER RECOMMENDATION:

- For *M. S.*
 For, with revisions or conditions
 Against
 No Action Taken/Recommended

APPROVAL DEADLINE: 4/1/13

REASON FOR DEADLINE: Council Meeting on this date.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Building Department

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$9,900.00
Cost of This Project Approval	\$9,900.00
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

<u>SOURCE OF FUNDS:</u>	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	Demolition Service	101-65.805-818.030	\$9,900.00
			\$ N/A
			\$ N/A
	<u>Other Funds</u>		\$ N/A
			\$ N/A
			\$ N/A
			\$ N/A

Budget Approval: 

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

DATE: 3/26/13

REVIEWED BY: Joseph A. Lehmann, Building Official 

COUNCIL MEETING DATE: 4/1/13



Building Department
120 East First Street
Monroe, MI 48161-2169
(734) 384-9186

May 21, 2012

CORTESES, ANTHONY
924 W ELM AVE
MONROE, MI 48162

RE: 728 E FOURTH ST

DEAR CORTESES, ANTHONY

An inspection was conducted at this property on 4/12/2012. At the time of inspection, the following is a list of violations according to the 2009 International Property Maintenance Code.

Building

1. Deteriorated roof covering, over 2nd floor.
2. Front exterior stair assembly lacks handrail.
3. Deteriorated 'osb' under perimeter-exterior of front porch, skirting.
4. Debris, soffit material, and drip-edge from porch roof assembly lying on ground.
5. Front porch roof deteriorated.
6. Water lying in basement.
7. Loose rear porch deck materials.
8. Soft floor at rear door around heat register.
9. Holes in ceiling of first floor in various locations.
10. Dwelling lacks smoke detection.
11. Ceiling tile falling off of ceiling.
12. Kitchen floor covering crumbling away.

Electrical

1. Missing wall plates in living room.
2. GFCI in bathroom not working.
3. Receptacle across from needs GFCI protection.
4. Install receptacles in bedrooms for minimum of two on opposite walls.
5. Missing smoke alarms.
6. Install separate circuit for sump pump.
7. Repair basement lighting.
8. Repair exterior lights.

Plumbing

1. Correct drains and water piping for kitchen sink
2. Provide hot and cold water to all plumbing fixtures
3. Correct all piping in basement to meet code (hangers, shut-off valves,)
4. Remove water from basement.

Mechanical

1. Furnace install with-out permit (unit not in operation)
2. Correct venting of water heater and furnace (chimney possible plugged according to Michigan Gas serviceman.
3. Replace all damage or missing floor registers.

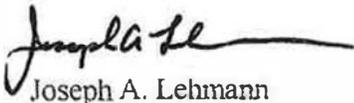
It is, therefore, required that the conditions described above be repaired or improvements made to abate the unsafe condition and that you contact us within 14 calendar days of 05/21/2012 to secure all required permits, the work must show progress within 30 days after issuance of the permit and all work shall be completed within 180 days from the date of this order.

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

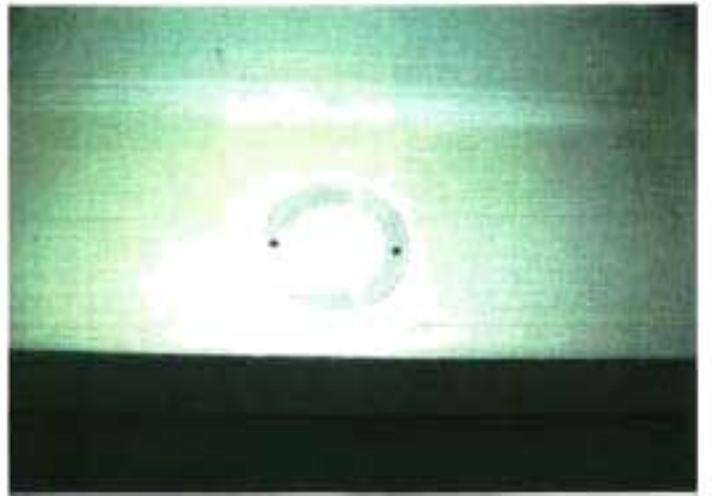
Please be advised that if the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the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

Your Cooperation in this matter is appreciated.

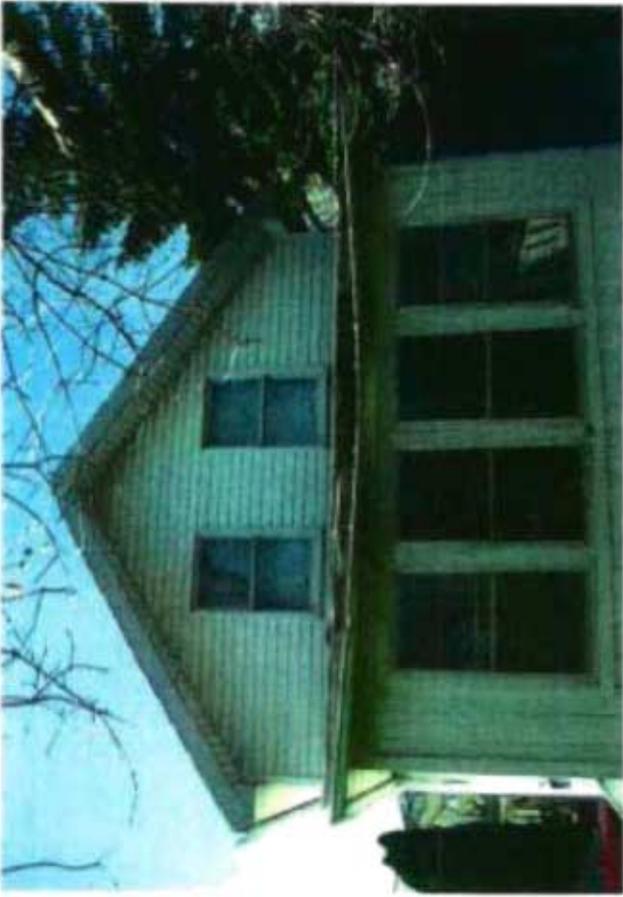
Respectfully,



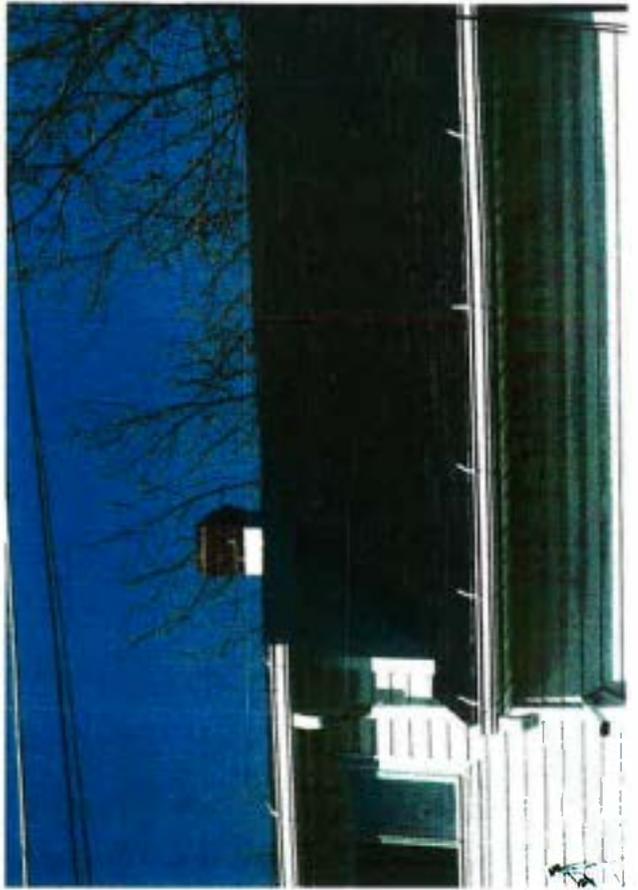
Joseph A. Lehmann
Building Official













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

FILE COPY

08/03/2012

CORTESES, ANTHONY
924 W ELM AVE
MONROE, MI 48162

Re: 728 E FOURTH ST

Dear CORTESES, ANTHONY:

Notice and Order

Due to the present condition and the failure to repair the structure at 728 E FOURTH ST it has become so old, dilapidated and out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair that the structure be demolished and removed. (Section 110 of the 2009 International Property Maintenance Code).

ACTION TO BE TAKEN

It is, therefore, required that you shall secure the required demolition permit within 20 days of August 3, 2012 and demolition completed within 30 days of issuance. That should you fail to comply with this order within the time prescribed, I shall cause the structure to be demolished per the City of Monroe demolition specifications and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate. The cost shall also be the personal obligation of the property owner which may be collected by the use of any and all appropriate legal remedies.

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

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

Sincerely,

Joseph A. Lehmann
Building Official
City of Monroe



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

12/20/2012

CORTESES, ANTHONY
924 W ELM AVE
MONROE, MI 48162

Re: 728 E FOURTH ST

Dear CORTESES, ANTHONY:

NOTICE AND ORDER

Due to the present condition and the failure to repair the structure at 728 E FOURTH ST it has become so old, dilapidated and out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair that the structure be demolished and removed. (Section 110 of the 2009 International Property Maintenance Code).

ACTION TO BE TAKEN

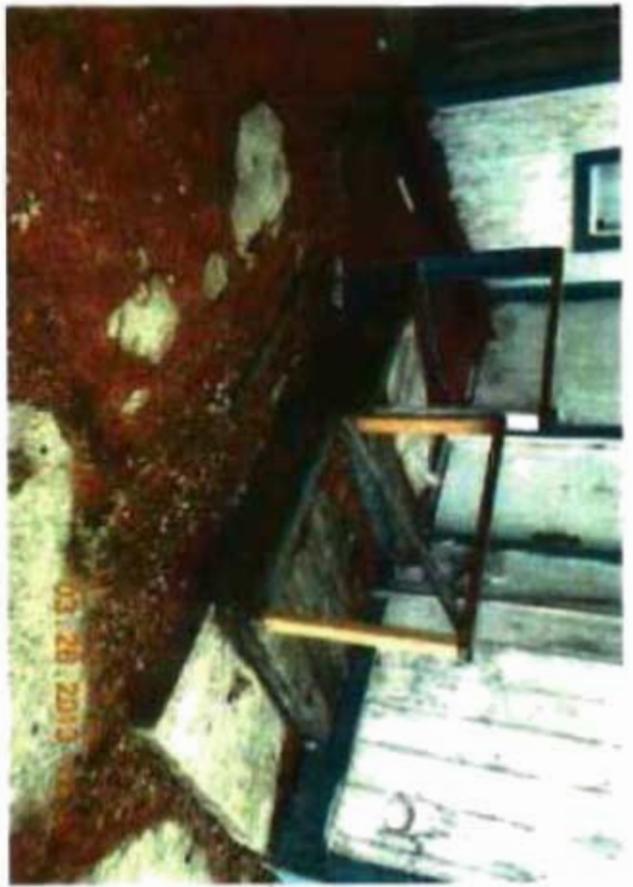
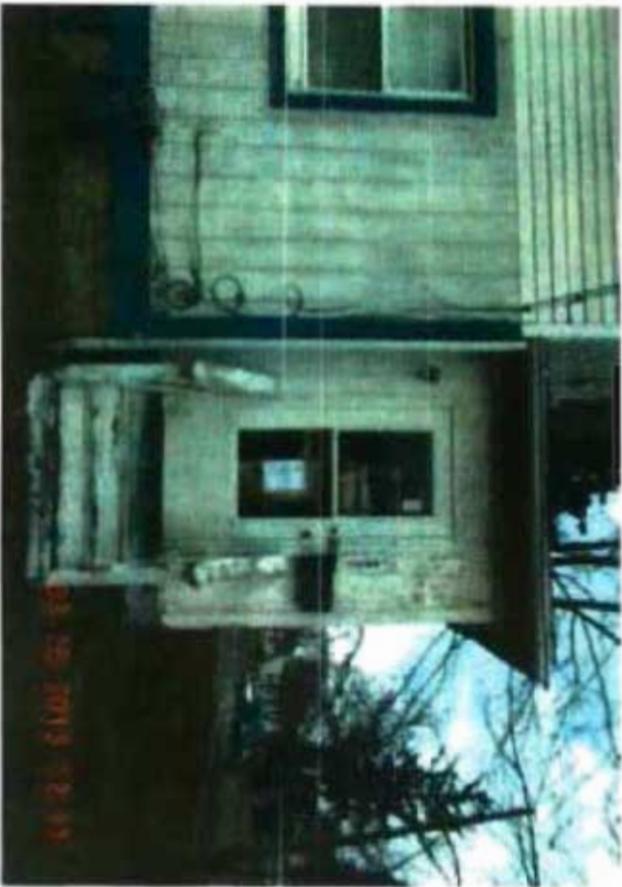
It is, therefore, required that you shall secure the required demolition permit within 20 days of December 20, 2012 and demolition completed within 30 days of issuance. That should you fail to comply with this order within the time prescribed, I shall cause the structure to be demolished per the City of Monroe demolition specifications and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate. The cost shall also be the personal obligation of the property owner which may be collected by the use of any and all appropriate legal remedies.

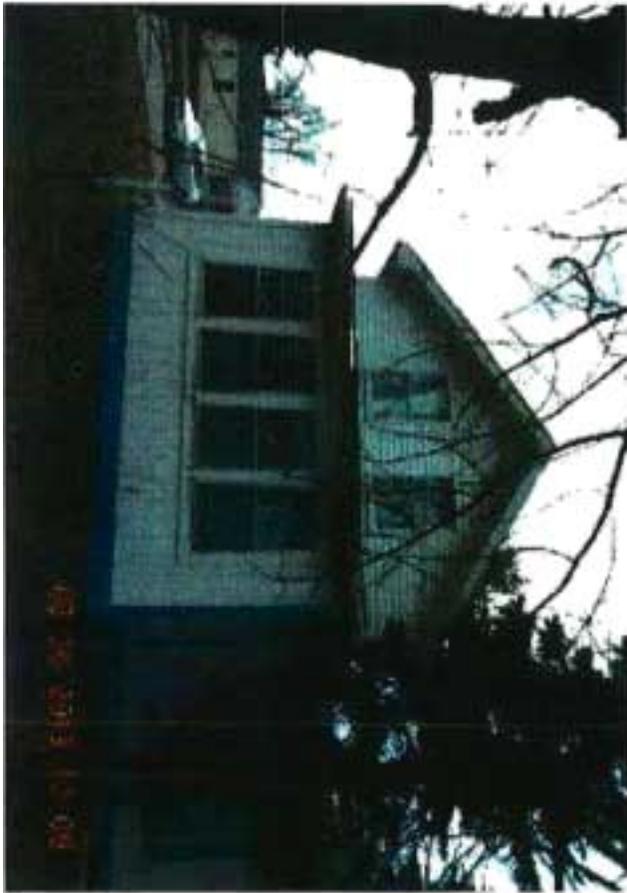
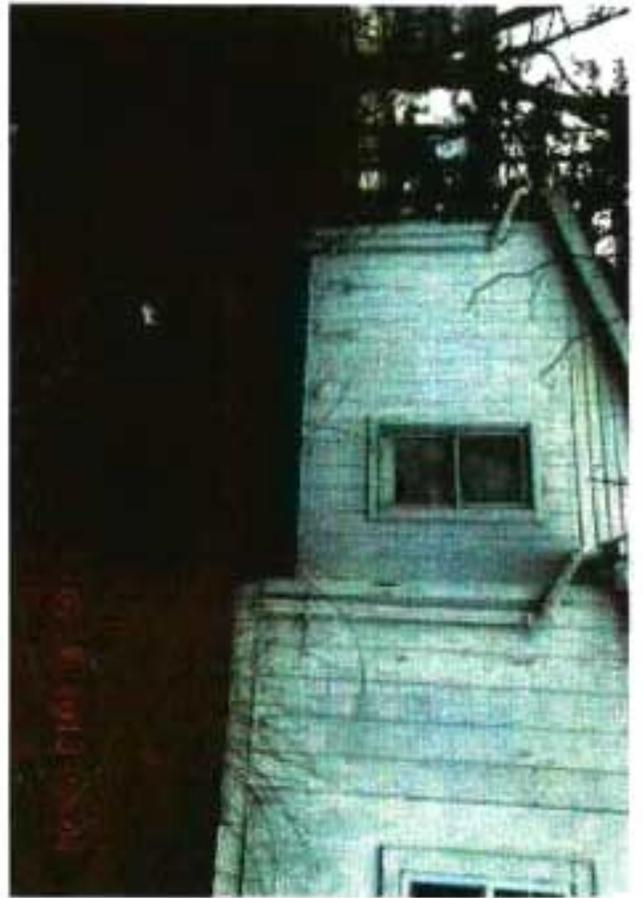
Any person directly affected by a decision of the code official, the Building Official or a notice or order issued under this code shall have the right to appeal to the Construction Board of Appeals, provided that a written application for appeal is filed within 21 days after the day the decision, notice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

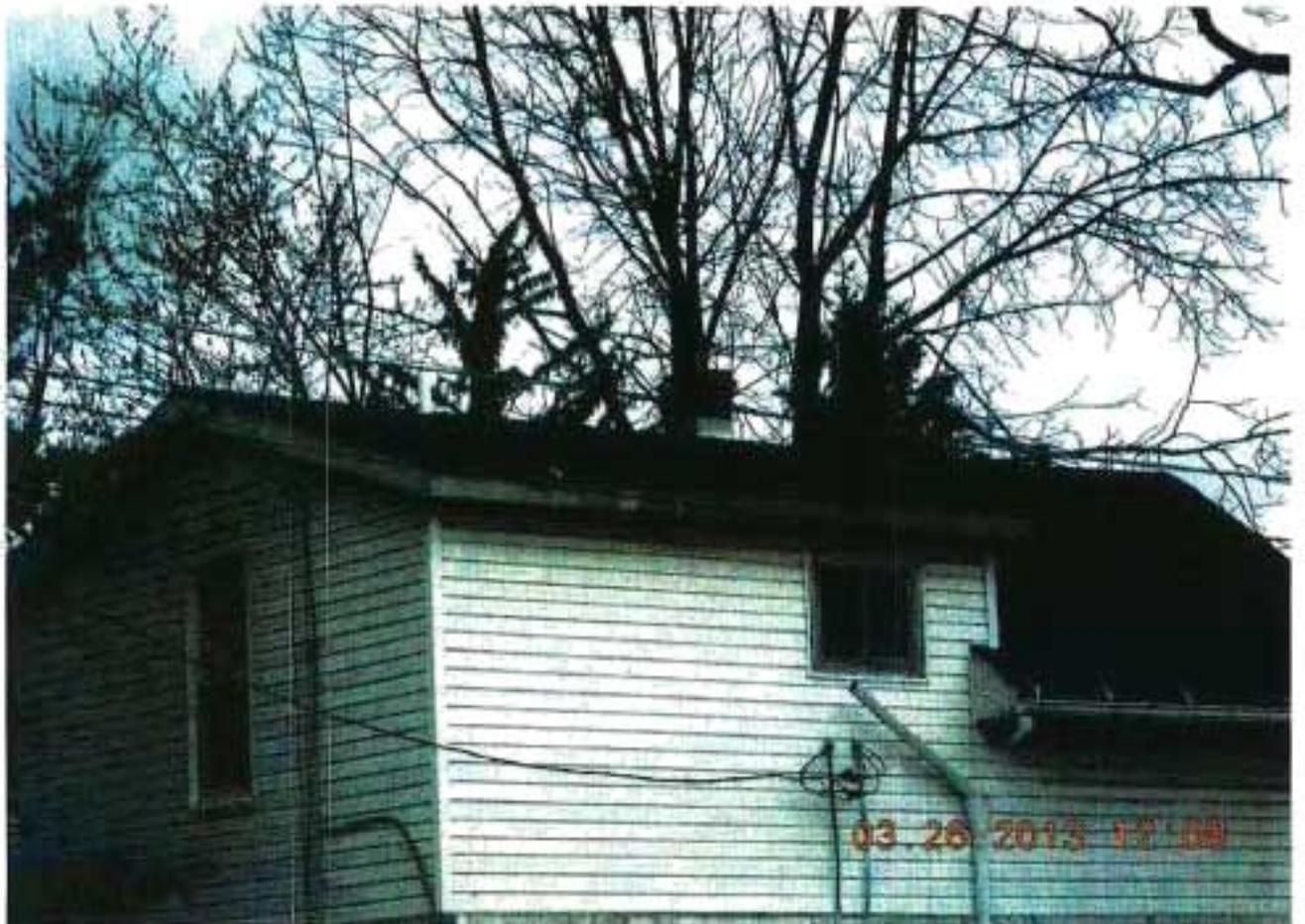
If you have any questions, please feel free to contact this office.

Sincerely,

Joseph A. Lehmann
Building Official
City of Monroe









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

FILE COPY

March 26, 2013

CORTESES, ANTHONY
 924 W ELM AVE
 MONROE, MI 48162

RE: 728 E FOURTH ST

DEAR CORTESES, ANTHONY

A Notice and Order was sent to you on **12/20/2012** requiring you to demolish the structure at 728 East Fourth Street. According to the 2009 International Property Maintenance Code, Section 110, Demolition.

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

If you would like to show cause to why this should not be carried out, the authorization to award a contract for demolition will be brought in front of Monroe City Council on **April 1, 2013** at 7:30 pm in the City of Monroe, Council Chambers.

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

Thank You

Joseph A. Lehmann
 Building Official
 City of Monroe

Cc. File.
 Posted on structure.

U.S. Postal Service		CERTIFIED MAIL - RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>			
For delivery information visit our website at www.usps.com			
OFFICIAL USE			
Postage	\$		Postmark Here 3-26-13
Certified Fee			
Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees	\$		
Sent to: Anthony Corteses Street, Apt. No. or PO Box No.: 924 W. Elm Ave. City, State, ZIP+4: Monroe, MI 48162			
7007 2560 0000 1410 0706		PS Form 3800, August 2009	



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: FY 2013-14 Community Development Block Grant Annual Action Plan

DISCUSSION: The City of Monroe has been informed by the Department of Housing and Urban Development (HUD) that its estimated award in Community Development Block Grant (CDBG) funds for the fiscal year beginning July 1, 2014 is \$390,000. In addition to these funds, the city will be carrying over approximately \$247,500 in unused funds from the previous fiscal year (July 1, 2012 – June 30, 2013).

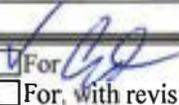
As is required by HUD, the City of Monroe has prepared an Annual Action Plan detailing how the City proposes to spend the funds described above. Each activity complies with federal regulations established by HUD and follows the strategies and goals set forth in the previously approved Five Year (2010-2014) Consolidated Plan. This agenda item is related to the approval of the 2013-14 Annual Action Plan for the City of Monroe's CDBG Program, with the proposed budget detailed below.

Arthur Lesow Community Center – Continue improvements to this public facility	\$300,000
FIX Program – Rehabilitate five (5) homes for income eligible residents	\$125,000
Dorsch Memorial Library improvements – Make improvements to this historic library	\$26,500
La-Z-Boy World Headquarters – Public infrastructure improvements related to the development of the world headquarters	\$25,000
Fair Housing Testing – Contract with a regional Fair Housing Center to provide complaint-based testing and an analysis of impediments to fair housing	\$12,000
Hellenberg Field Plan - Contract with a firm to design Hellenberg Field to maximize its utility for neighborhood residents and to make it cohesive with the River Raisin National Battlefield Park	\$8,500
Paula's House Services – Assist this facility with the program costs of a transition shelter for women	\$7,500
Oak of Righteousness Warming Shelter – Assist this facility with staff costs at a shelter for the homeless	\$7,500
Foreclosure and Homelessness Prevention – Contract with Legal Services of South Central Michigan to provide legal counsel to City residents faced with homelessness through foreclosure or eviction	\$7,500
Lead-based Paint Remediation – Cooperate with the State and the Monroe County Health Department in the remediation of lead hazards in homes with children who have shown elevated levels of lead in their blood	\$5,000
Recreation Services – Fund recreation services for low- and moderate-income children	\$2,500
Code Enforcement – Increase efforts to eliminate blight in the city's low- and moderate-income neighborhoods	\$60,000
Planning and Administration – Fund staff required to carry out the activities described in this plan	\$50,500

FY2013-14 Funds	\$390,000
Carryover Funds	\$247,500
Total CDBG Funds	\$637,500

IT IS RECOMMENDED that City Council approve distribution of the proposed FY 2013-14 CDBG Annual Action Plan for a 30-day public comment period, after holding a public hearing. **IT IS FURTHER RECOMMENDED** that City Council schedule a second public hearing and approval action for its May 20, 2013 regular meeting.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: May 2013

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

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Economic and Community Development

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 637,500
Cost of This Project Approval	\$ 637,500
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ *

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

SOURCE OF FUNDS:

City

Account Number

Amount
\$ N/A

Other Funds

Community Development Block Grant

\$ 637,500

Budget Approval:



FACT SHEET PREPARED BY: Matt Wallace, City Planner

DATE: April 9, 2013

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

DATE: April 9, 2013

COUNCIL MEETING DATE: April 15, 2013



PAID PUBLIC NOTICE

CITY OF MONROE
Department of Economic and Community Development

Dear City of Monroe Resident:

The City of Monroe is working to complete its Annual Action Plan FY 2013-2014 in order to gain continuance of its Community Development Block Grant (CDBG) funding. For the FY2013, the city's projected allocation is approximately \$390,000. In order to receive these funds, an Annual Action Plan must be prepared and submitted by the City of Monroe for approval by the Department of Housing and Urban Development (HUD). This document is meant to show the City's means of addressing the needs of its various residents, giving special attention to those who are low or moderate income or have certain special needs.

In an effort to obtain adequate public input, the city is holding a public comment session and is making the Annual Action Plan available for public comment for a period of at least a 30-day period, as mandated by HUD. This comment period will commence on April 16th, and will end on May 17th. After this comment and review period has ended and public hearings at the April 15th and May 20th City Council meetings, City Council will be presented with the final draft, which will have appropriately addressed any public comments received, and be asked to approve it.

Should you have any questions or comments regarding the plan or if you would like to submit written comments, please direct them to the following office:

Mr. Matt Wallace, Planner
Department of Economic and Community Development
City of Monroe
120 East First Street
Monroe, MI 48161
(734) 384-9194

Comments should be received by noon of Monday, May 17th, 2013. In addition to the location above, drafts of the Annual Action Plan will be available for review at the following locations:

Monroe County Planning Department
125 East Second Street
Monroe, Michigan 48161

Monroe Housing Commission
20 North Roessler Street
Monroe, Michigan 48161

Monroe County Chamber of Commerce

1645 North Dixie, Suite 2
Monroe, Michigan 48162

Arthur Lesow Community Center

120 Eastchester Street
Monroe, Michigan 48161

Monroe County Library System – Ellis Reference & Information Center

3700 South Custer
Monroe, Michigan 48161

Monroe County Library System – Dorsch Memorial Branch Library

18 East First Street
Monroe, Michigan 48161

Monroe County Library System – L. S. Navarre Branch Library

1135 East Second Street
Monroe, Michigan 48161

Monroe County Library System – Robert A. Vivian Branch Library

2664 Vivian Road
Monroe, Michigan 48162



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: ANNUAL BED RACE TO AID CHILDREN IN MONROE COUNTY

DISCUSSION: The City received a request from Bed Race Committee Chairperson Kim Hooper for permission to hold the annual charity bed race to aid needy children in Monroe County on September 29, 2013 (rain date Oct.6), and to close the affected streets. Specifically the request is to close East First Street between South Monroe and South Macomb Streets and Washington Street between East Front and East Second Streets from 8:00 a.m. - 6:00 p.m.

The request was reviewed by the administrative staff and there were no objections to the request subject to emergency vehicle access being maintained, special event application, that they provide an insurance certificate that names the City as an additional insured, and **receipt of deposit in full of estimated costs no later than 14 days prior to event.**

DPS has no objections to event and staff will supply barricades on straight time prior to event and collect on following Monday.

The four previous events have gone smoothly and have been well attended. The organizers are estimating upwards of 2000 spectators and participants. The police department recommends an officer be assigned exclusively to this event due to the projected pedestrian traffic and road closures in the area. The estimated cost for this officer will be \$270.64.

Therefore, it is recommended, that City Council approve the request contingent upon items being met as outlined by the administration, subject to no additional overtime or other costs to the city in accordance with City Council adopted policy, 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: N/A

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Fire, DPS, Police, Finance, and Building

FINANCES

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office

DATE: 4/3/13

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 4/15/13



First Presbyterian Church of Monroe

108 Washington St. Monroe, MI 48161

734.242.1545; www.monroefirst.org

Staff

Jessica Myers

Pastor
jmyers@monroefirst.org

Grace Willer

Director of Christian
Education
gwiller@monroefirst.org

Gayle Stevens

Director of Music
Ministries
gstevensone@charter.net

Cathy Butson

Administrative Assistant
cbutson@monroefirst.org

Josh & Nicole Bahny

Teen Leaders
nwilso2nm@gmail.com

Lori Carter

Gary Bogedain
Custodians

Sue Bondie

Amy Morgan
Childcare

Mayor Robert Clark
Monroe City Hall
120 E. First Street
Monroe, Michigan 48161
March 26, 2013

Dear Mayor,

Over the last 11 years the First Presbyterian Church of Monroe has provided 2100 beds to children in Monroe County. The vast majority of these children have been children from the city of Monroe. You may know that with each of these beds the children also receive: blanket, sheets, a pillow and a stuffed animal.

As the chairperson of the Bed Race to Aid Children I would respectfully request permission to use Loranger Square for the fifth annual bed race fundraiser. We would request the use of the square on Sunday, September 29th with an alternate weather date of Sunday October 6th.

If you have any questions pertaining to this request, feel free to contact me at (734) 748-1801. If need be I can also make myself available to the city council for any questions from individual council members.

We thank you for your consideration.

Kim Hooper, Chairperson
Bed Race to Aid Children

RECEIVED

MAR 28 2013

CITY MANAGER'S OFFICE

**CITY OF MONROE
TEMPORARY USES, SALES, BUILDINGS;
SEASONAL OR SPECIAL EVENTS
APPLICATION**

Name of Applicant (Organization): Bed Race To Aid Children

Contact Person: Kim Hooper

Address: 108 Washington St, Monroe, Mi 48181 09.6 Rain DATE

Phone: 734-748-1801 **Fax:** _____

Dates Requested: _____

Location Requested: City Park Private Property Public Property

PROJECT LOCATION (Address): Loranger Square

PROPERTY OWNER INFORMATION

Name: City of Monroe

Address: _____

Phone: _____ **Fax:** _____

EVENT DESCRIPTION:

Bed Race To Aid Children

TYPE OF BUSINESS ON SITE: Church

Application Fee \$

\$20.00 wk \$

Total Fee \$

SIGNATURES (I/we hereby apply for a temporary use/special event permit in accordance with Section 12.69.25 of the City of Monroe Zoning Ordinance. The information, plans and materials submitted herewith in support of this application are, to the best of my/our knowledge, true and correct):

RECEIVED
FEB - 8 2013

OWNER: _____

DATE: CITY MANAGER'S OFFICE

APPLICANT: Kim Hooper

DATE: 2-7-13

City of Monroe

120 E. First Street
Monroe, MI 48161-2169
(734) 384-9186

Building Department

Invoice For Permit: PBD-13-0563

Date: 03/28/2013

Pay by Account In Full



Pay by Account In Full

\$ 75.00

**BED RACE TO AID CHILDREN
108 WASHINGTON ST
Monroe MI 48161**

Invoice Number	Permit Number	Address	Amount Due
00038478	PBD-13-0563	120 E FIRST ST	\$ 75.00



Fee Details:	Quantity	Description	Balance
	1.00	Special Event	\$ 75.00

Total Amount Due

\$ 75.00

City of Monroe
Treasurers Office
120 E. First Street
Monroe, MI 48161
Phone : (734) 243-0700

Received From:
BED RACE TO AID CHILDREN
108 WASHINGTON ST
Monroe MI 48161

Date: 03/28/2013
Time: 3:12:30 PM
Receipt: 470743
Cashier: Ihopson
Workstation: STN1
Drawer: 1

ITEM REFERENCE	AMOUNT
BDINV Building Dept. Inv	
00038478	\$75.00
TOTAL	\$75.00
CHECKS 1049	\$75.00
Total Tendered:	\$75.00
Change:	\$0.00

Memorandum

To: Thomas C. Moore III, Chief of Police
From: Lt. Gregory N. Morgel
CC: Patricia Weaver, Executive Secretary to the Mayor/Manager City of Monroe, file
Date: April 1, 2013
Re: **Staff Study: Bed Race to Aid Children Inc., Sunday, September 29, 2013**

Kim Hooper the Bed Race Chairperson is requesting permission to hold the 5th annual "Bed Race to Aid Children" fundraiser to help provide beds for children in need from Monroe County. The event is scheduled for Sunday, September 29, 2013 from 12:00 pm - 4:00 pm (with a rain date planned for Sunday, October 6th), with downtown street closures beginning at 8:00 am. The organizers are requesting the following street closures: East First Street between South Monroe & South Macomb Street and Washington Street between East Front Street & East Second Street. The past four events were held at the same location with the same street closures. The four previous events have gone smoothly and have been well attended.

The organizers are estimating upwards of 2000 spectators and participants. Because of this amount of pedestrian traffic, coupled with the road closures in the core downtown area, I recommend that an officer be assigned exclusively to this event for its duration. The officer can assure that the road closures are obeyed and handle any other safety or public relation concerns that may. The estimated cost for this officer is \$270.64.

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

Event Chairperson: Kim Hooper Cell: 734-748-1801



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: DUNBAR ROAD WATER MAIN PIPE BURSTING PROJECT – CONSULTANT DESIGN AWARD

DISCUSSION: As a part of the 2013-14 Capital Improvements Program (CIP), \$750,000 in funding is being provided via Capital Improvement Bond for the rehabilitation of the existing 12-inch diameter water main along Dunbar Road from Strasburg Road to a location west of Raisinville Road. Though the main was installed only in 1990, there have been 24 breaks during this time period, including eight (8) in 2012 alone. The existing pipe is a ductile iron pipe that was installed prior to the current installation practices of installing exterior polywrapping to protect the pipe from corrosive soils, which we believe to be the proximate cause of these present issues. The Monroe County Road Commission is requiring any replacement to occur in essentially the same location in order to accommodate all necessary utilities in this busy corridor outside of the pavement, so an in situ trenchless technology is the only feasible option. As such, this main is intended to be replaced by the "pipe bursting" method with minimal disruption to the adjacent grounds.

While the Engineering Department generally performs most of our own routine design work on open cut type projects, it was determined that we should enlist the assistance of a consulting firm to provide the design on specialty type projects such as this. As such, we have solicited the attached proposal from The Mannik and Smith Group of Frenchtown Township for this work. They were the primary consulting firm utilized to assist our Engineering Department with peak design workload on various water main projects from 2009 to 2011, and they performed very well. Additionally, they have also been assisting us on three (3) other projects intended for 2013 construction including a pipe bursting project along Borgess Avenue extended, and are on schedule and within budget on these projects to date. Therefore, we did not perform a widespread selection process this time as we did prior to their work in those years. Their present staff that will be assigned to this project is very familiar with our standards, and the project manager is planned to be Donald Link, P.E., the Monroe City Engineer from 1981 to 2004, who has an excellent grasp on our water system.

The total design fee proposed is "Not to Exceed" \$19,415, and this represents only 2.5% of the overall expected project budget of \$750,000 (including engineering and contingencies). All design work is expected to be completed within 60 days of award, and construction would likely occur in late 2013 or early 2014 due to the lead times associated with the various regulatory agency permits. In all likelihood, we will manage and inspect the work with City staff, but this will depend highly on our 2013 or 2014 project loading at that time.

IT IS RECOMMENDED that the City Council award a contract for design services for the above project to The Mannik and Smith Group in the amount of up to \$19,415, and that the Finance Director be authorized to advance the necessary funds from Water Fund reserves into the 2012-13 fiscal year for use. **IT IS FURTHER RECOMMENDED** that the Director of Engineering and Public Services be authorized to sign the attached proposal on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: There is significant lead time associated with the various permits needed for this project.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Engineering Department, Water Department, adjacent water customers

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$750,000*
	Cost of This Project Approval	\$19,145
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

*Expected cost of all work.

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	W. Dunbar Water Main	591-40.538-818.020 14W06	\$19,145.00*
	<u>Other Funds</u>		

*Requires advance from Water Fund reserves into 2012-13 fiscal year.

Budget Approval: 

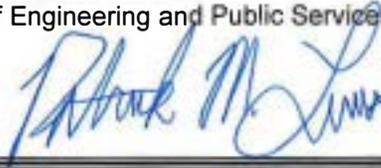
FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services

DATE: 04/04/13

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: April 15, 2013





1771 N. Dixie Highway, Monroe, Michigan 48162
 Tel: 734.289.2200 Fax: 734.289.2345
 www.MannikSmithGroup.com

AGREEMENT FOR PROFESSIONAL SERVICES

MSG Proposal No.: OP121567
 Date: March 28, 2013

CLIENT:	<u>City of Monroe</u>		
CLIENT CONTACT:	<u>Barry LaRoy, PE, Director of Water & Wastewater Utilities</u>		
ADDRESS:	<u>120 East First Street</u>	CITY, STATE ZIP:	<u>Monroe, Michigan 48161</u>
PHONE:	<u>(734) 384-9122</u>	EMAIL:	_____
PROJECT NAME:	<u>Dunbar Road Pipe Bursting Plans & Specifications</u>		

SCOPE OF WORK FOR MSG:
 Survey North side of Dunbar Road from Strasburg Road to the valve just West of Raisinville Road. Area surveyed will be from the edge of pavement North 20 feet±, including fire hydrants, using Michigan State Plane controls. No boundary survey or bench mark loop included. Pick up all features including water valves, curb stops, fire hydrants, main and service locations after marked by Water Department, and utility locations as marked by the Miss Dig System. Process survey data, create base plan in Micro-Station. No profile included. Plan sheets to be at 1 inch to 40 feet horizontal scale. Prepare a title sheet; detail sheet and unit price quantities will be included on each sheet and summarized. Prepare supplemental specifications. Draft applications for MDEQ joint permit Act 301, MDEQ Drinking Water Permit Act 399, MCRC plan review, MCDC Drain crossing permits and SECS permit application. Actual submittal will be by the City of Monroe.

FEE SCHEDULE:
 TIME AND MATERIALS (NOT TO EXCEED) LUMP SUM

PROJECT FEE \$ 19,415.00
 RETAINER \$ _____ (to be applied to final invoice)

SCHEDULE:
 The above detailed work will be completed according to the following schedule: Complete agency review set of plans with 60 days of authorization.

AGREEMENT:
 By execution of this Agreement, the Client authorizes The Mannik & Smith Group, Inc. to provide the services described above according to the attached Terms and Conditions. No terms or conditions other than those stated within the attached, and no agreement or understanding oral or written, in any way purporting to modify these terms and conditions whether contained in Client's purchase order or elsewhere, shall be binding on MSG and its subcontractors unless hereafter made in writing and signed by an authorized representative of MSG. All proposals, negotiations, and representations, if any, made prior to, and referenced hereto, are merged herein. In the event Client directs The Mannik & Smith Group, Inc. to proceed with the work, even if not signed below, the Terms & Conditions are considered accepted by the Client.

CITY OF MONROE	THE MANNIK & SMITH GROUP, INC.
SIGNED: _____	SIGNED: 
PRINTED: _____	PRINTED: <u>Barry A. Buschmann, PE</u>
TITLE: _____	TITLE: <u>Senior Vice President</u>
DATE: _____	DATE: <u>March 28, 2013</u>

**The Mannik & Smith Group, Inc.
Standard Terms and Conditions**

Services The Mannik & Smith Group, Inc. (MSG) will perform services for the Project as set forth in the MSG proposal and in accordance with these Terms & Conditions. MSG has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by MSG in performing their services.

Additional Services The Client and MSG acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, MSG shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Cost Estimates or Opinions MSG shall prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and MSG acknowledge that actual costs may vary from the cost estimates or opinions prepared and that MSG offers no guarantee related to the Project cost.

Defects in Service The Client shall promptly report to MSG any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and shall require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify MSG shall relieve MSG of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Dispute Resolution Any claim or dispute between the Client and MSG will be submitted to non binding mediation, subject to the parties agreeing to a mediator.

Governing Law The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Indemnification MSG agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused by MSG's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom MSG is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold MSG harmless from any damage, liability or cost to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

Insurance MSG will maintain General Liability, Professional Liability, Automobile Liability and Workers Compensation Insurance during the period of service if such coverage is reasonably available at commercially affordable premium.

Lien Rights MSG may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this agreement. The Client agrees that services by MSG are considered property improvements and the Client waives the right to any legal defense to the contrary.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and MSG, the Client agrees, to the fullest extent permitted by law, to limit MSG's total liability to the Client or anyone making claims through the Client, for any and all damages or claim expenses arising out of this agreement, from any and all causes, to \$50,000 or the fee realized by MSG for the Project, whichever is greater.

Ownership of Documents Documents prepared by MSG for the Project are instruments of services and shall remain the property of MSG. Record documents of service shall be based on the printed copy. If specified in the MSG proposal, MSG will furnish documents electronically; however, the client releases MSG from any liability that may result from documents used in this form. MSG shall be defended and indemnified for reuse of documents for any purpose other than those intended under the Project.

Payment Terms MSG shall submit monthly invoices for services performed and Client shall pay the full invoice amount within 30 calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 calendar days of the invoice date. MSG shall be entitled to a 1.5% per month administrative charge in the event of payment delay. Client payment to MSG is not contingent on arrangement of project financing. Invoice payment delayed beyond 60 calendar days shall give MSG the right to suspend services until payments are made.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to MSG at Project Inception. MSG will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Safety MSG shall be responsible solely for the safety precautions or programs of its employees and no other party. In no event will MSG be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

Site Access The Client shall obtain all necessary approvals for MSG to access the Project site(s).

Standard of Care Services provided by MSG will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards.

Revised January 2011



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: STREET LIGHTING SPECIAL ASSESSMENT DISTRICT #1 – MASON RUN PHASE 2 – DTE AGREEMENT FOR ADDITIONAL LIGHT ON BAPTISTE AVENUE

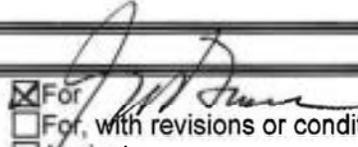
DISCUSSION: On October 1, 2012, Street Lighting Special Assessment District #1 was confirmed by the City Council. This district included all of the lots within Mason Run Phase 2, and was confirmed in order to install a public lighting system for the adjacent residents, as the required association has not been formed and the existing private lighting system had been turned off for non-payment. Installation work for these eleven (11) lights was completed in December, and by most accounts this system has indeed met the needs of the residents. One concern has been brought to the attention of the Engineering Department from two residents of Baptiste Avenue. Since the City's normal standard is to place lights at all intersections and at mid-block locations only where the block is longer than 400 feet, there were no new lights installed on Baptiste between Noble and McDougall, a distance of 393 feet. As there is an "S" curve on this section of roadway, the light coverage from the adjacent intersections does not appear to be sufficient. To remedy this situation, the Engineering Department solicited a quotation from DTE Energy to install one mid-block light in this area, and this has been attached to this fact sheet. This additional light would also be a high pressure sodium light to match the others in the area.

Fortunately, though the initial agreement with DTE required a payment of \$31,058.49, the Special Assessment District was confirmed for a total of \$36,000, allowing for some contingency, which has not been used. Thus, the \$2,438.74 cost for the additional light has already been provided for in the district allocation, and given the common benefit to the neighborhood resulting from adequate lighting in all areas, this is an appropriate expenditure within the SAD. If this request is approved, the remaining \$2,502.77 left in district funds will be proportionally taken off the property owner assessments or refunded to those already having paid.

IT IS RECOMMENDED that the attached DTE Standard Agreement for Street Lighting for Municipal Street Lighting for one additional light on Baptiste Avenue be approved, and that the Director of Engineering and Public Services be authorized to execute it on behalf of the City.

CITY MANAGER RECOMMENDATION:

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



APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: Once this work is scheduled and the fee is paid, the final adjustments can be made to the special assessments for each property.

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 and Public Services Department, adjacent property owners and residents

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$36,000.00*
	Cost of This Project Approval	\$2,438.74**
	Related Annual Operating Cost	\$347.89***
	Increased Revenue Expected/Year	\$N/A

*Initial Special Assessment District as confirmed on October 1, 2012. However, as noted in the narrative, \$2,502.77 of this amount will actually be refunded proportionally back to the district after completion of this additional work.

** Funds have already been allocated within the initial SAD, and the costs of this additional agreement fall within those contingencies, so no additional budget appropriation is needed.

***Estimated annual lighting cost as per DTE agreement, will be charged to DPS Operating Budget, 101-60.441-921.000. This amount is in addition to the operating costs cited in the October 1, 2012 award.

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	Mason Run 2 Street Lighting	401-95.449-818.020 13C21	\$*

*Funds have already been allocated within the initial SAD, and the costs of this additional agreement fall within those contingencies, so no additional budget appropriation is needed.

Other Funds

Budget Approval: 

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 04/04/13

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: April 15, 2013



MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING

This Master Agreement For Municipal Street Lighting ("Master Agreement") is made between The Detroit Edison Company ("Company") and City of Monroe ("Customer") as April 30, 2013.

RECITALS

A. Customer may, from time to time, request the Company to furnish, install, operate and/or maintain street lighting equipment for Customer.

B. Company may provide such services, subject to the terms of this Master Agreement.

Therefore, in consideration of the foregoing, Company and Customer hereby agree as follows:

AGREEMENT

1. Master Agreement. This Master Agreement sets forth the basic terms and conditions under which Company may furnish, install, operate and/or maintain street lighting equipment for Customer. Upon the Parties agreement as to the terms of a specific street lighting transaction, the parties shall execute and deliver a Purchase Agreement in the form of the attached Exhibit A (a "Purchase Agreement"). In the event of an inconsistency between this Agreement and any Purchase Agreement, the terms of the Purchase Agreement shall control.

2. Rules Governing Installation of Equipment and Electric Service. Installation of street light facilities and the extension of electric service to serve those facilities are subject to the provisions of the Company's Rate Book for Electric Service (the "Tariff"), Rule C 6.1, Extension of Service (or any other successor provision), as approved by the The Michigan Public Service Commission ("MPSC") from time to time.

3. Contribution in Aid of Construction. In connection with each Purchase Agreement and in accordance with the applicable Orders of the MPSC, Customer shall pay to Company a contribution in aid of construction ("CIAC") for the cost of installing Equipment ("as defined in the applicable Purchase Agreement") and recovery of costs associated with the removal of existing equipment, if any. The amount of the CIAC (the "CIAC Amount") shall be an amount equal to the total construction cost (including all labor, materials and overhead charges), less an amount equal to three years revenue expected from such new equipment. The CIAC Amount will be as set forth on the applicable Purchase Agreement. The CIAC Amount does not include charges for any additional cost or expense for unforeseen underground objects, or unusual conditions encountered in the construction and installation of Equipment. If Company encounters any such unforeseen or unusual conditions, which would increase the CIAC Amount, it will suspend the construction and installation of Equipment and give notice of such conditions to the Customer. The Customer will either pay additional costs or modify the work to be performed. If the work is modified, the CIAC Amount will be adjusted to account for such modification. Upon any such

suspension and/or subsequent modification of the work, the schedule for completion of the work shall also be appropriately modified.

4. Payment of CIAC Amount. Customer shall pay the CIAC Amount to Company as set forth in the applicable Purchase Agreement. Failure to pay the CIAC Amount when due shall relieve Company of its obligations to perform the work required herein until the CIAC Amount is paid.

5. Modifications. Subject to written permission of the respective municipality, after installation of the Equipment, any cost for additional modifications, relocations or removals will be the responsibility of the requesting party.

6. Maintenance, Replacement and Removal of Equipment. In accordance with the applicable Orders of the MPSC, under the Municipal Street Lighting Rate (as defined below), Company shall provide the necessary maintenance of the Equipment, including such replacement material and equipment as may be necessary. Customer may not remove any Equipment without the prior written consent of Company.

7. Street Lighting Service Rate.

a. Upon the installation of the Equipment, the Company will provide street lighting service to Customer under Option 1 of the Municipal Street Lighting Rate set forth in the Tariff, as approved by the MPSC from time to time, the terms of which are incorporated herein by reference.

b. The provision of street lighting service is also governed by rules for electric service established in MPSC Case Number U-6400. The Street Lighting Rate is subject to change from time to time by orders issued by the MPSC.

8. Contract Term. This Agreement shall commence upon execution and terminate on the later of (a) five (5) years from the date hereof or (b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with twelve (12) months prior written notice to the other party.

9. Design Responsibility for Street Light Installation. The Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("IESNA") recommended practices. If the Customer submits its own street lighting design for the street light installation or if the street lighting installation requested by Customer does not meet the IESNA recommended practices, Customer acknowledges the Company is not responsible for lighting design standards.

10. New Subdivisions. Company agrees to install street lights in new subdivisions when subdivision occupancy reaches a minimum of 80%. If Customer wishes to have installation occur prior to 80% occupancy, then Customer acknowledges it will be financially

responsible for all damages (knockdowns, etc.) and requests for modifications (movements due to modified curb cuts from original design, etc.).

11. Force Majeure. The obligation of Company to perform this Agreement shall be suspended or excused to the extent such performance is prevented or delayed because of acts beyond Company's reasonable control, including without limitation acts of God, fires, adverse weather conditions (including severe storms and blizzards), malicious mischief, strikes and other labor disturbances, compliance with any directives of any government authority, including but not limited to obtaining permits, and force majeure events affecting suppliers or subcontractors.

12. Subcontractors. Company may sub-contract in whole or in part its obligations under this Agreement to install the Equipment and any replacement Equipment.

13. Waiver; Limitation of Liability. To the maximum extent allowed by law, Customer hereby waives, releases and fully discharges Company from and against any and all claims, causes of action, rights, liabilities or damages whatsoever, including attorney's fees, arising out of the installation of the Equipment and/or any replacement Equipment, including claims for bodily injury or death and property damage, unless such matter is caused by or arises as a result of the sole negligence of Company and/or its subcontractors. Company shall not be liable under this Agreement for any special, incidental or consequential damages, including loss of business or profits, whether based upon breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory, and whether or not Company has been advised of the possibility of such damages. In no event will Company's liability to Customer for any and all claims related to or arising out of this Agreement exceed the CIAC Amount set forth in the Purchase Order to which the claim relates.

14. Notices. All notices required by the Agreement shall be in writing. Such notices shall be sent to Company at The Detroit Edison Company, Community Lighting Group, 8001 Haggerty Rd, Belleville, MI 48111 and to Customer at the address set forth on the applicable Purchase Agreement. Notice shall be deemed given hereunder upon personal delivery to the addresses set forth above or, if properly addressed, on the date sent by certified mail, return receipt requested, or the date such notice is placed in the custody of a nationally recognized overnight delivery service. A party may change its address for notices by giving notice of such change of address in the manner set forth herein.

15. Representations and Warranties. Company and Customer each represent and warrant that: (a) it has full corporate or public, as applicable, power and authority to execute and deliver this Agreement and to carry out the actions required of it by this Agreement; (b) the execution and delivery of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or public, as applicable, action required on the part of such party; and (c) this Agreement constitutes a legal, valid, and binding agreement of such party.

16. Miscellaneous.

a. This Agreement is the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements and understandings. Any amendment or modification to this Agreement must be in writing and signed by both parties.

b. Customer may not assign its rights or obligations under this Agreement without the prior written consent of Company. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns. This Agreement is made solely for the benefit of Company, Customer and their respective successors and permitted assigns and no other party shall have any rights to enforce or rely upon this Agreement.

c. A waiver of any provision of this Agreement must be made in writing and signed by the party against whom the waiver is enforced. Failure of any party to strictly enforce the terms of this Agreement shall not be deemed a waiver of such party's rights hereunder.

d. The section headings contained in this Agreement are for convenience only and shall not affect the meaning or interpretation thereof.

e. This Agreement shall be construed in accordance with the laws of the State of Michigan, without regard to any conflicts of law principles. The parties agree that any action with respect to this Agreement shall be brought in the courts of the State of Michigan and each party hereby submits itself to the exclusive jurisdiction of such courts.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

g. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions of the Agreement.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

Customer:

The Detroit Edison Company

City of Monroe

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of April 30, 2013 between The Detroit Edison Company ("Company") and City of Monroe ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated April 30, 2013 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	PWO# 36200310 If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: NA .	
2. Location where Equipment will be installed:	Located North of Noble Street on Baptiste Ave, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	One light installation.	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Installation of 1 code 70 direct bury fiberglass post to match existing design with a 100 watt high pressure sodium luminaire having flat glass.	
5. Estimated Total Annual Lamp Charges	\$347.89	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$3,482.40
	Credit for 3 years of lamp charges:	\$1,043.66
	CIAC Amount (cost minus revenue)	\$2,438.74
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with twelve (12) months prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices _____	
10. Customer Address for Notices:	120 East First Street Monroe, MI 48161 Attn: Patrick M. Lewis P. E.	

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) YES NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least ___ posts and ___ luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at _____
Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: _____ Title: _____

Phone Number: _____ Email: _____

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warrantees, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

12. Experimental Emerging Lighting Technology ("EELT") Terms:

All or a portion of the Equipment consists of EELT: (check one) YES NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. The annual billing lamp charges for the EELT equipment has been calculated by the Company are based upon the estimated energy and maintenance cost expected with the Customer's specific pilot project EELT equipment. .

B. Upon the approval of any future MPSC Option I tariff for EELT street lighting equipment, the approved rate schedules will automatically apply for service continuation to the Customer under Option 1 Municipal Street Lighting Rate, as approved by the MPSC. The terms of this paragraph C replace in its entirety Section 7 of the Master Agreement with respect to any EELT equipment purchased under this Agreement.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

The Detroit Edison Company

By: _____

Name: _____

Title: _____

Customer:

City of Monroe

By: _____

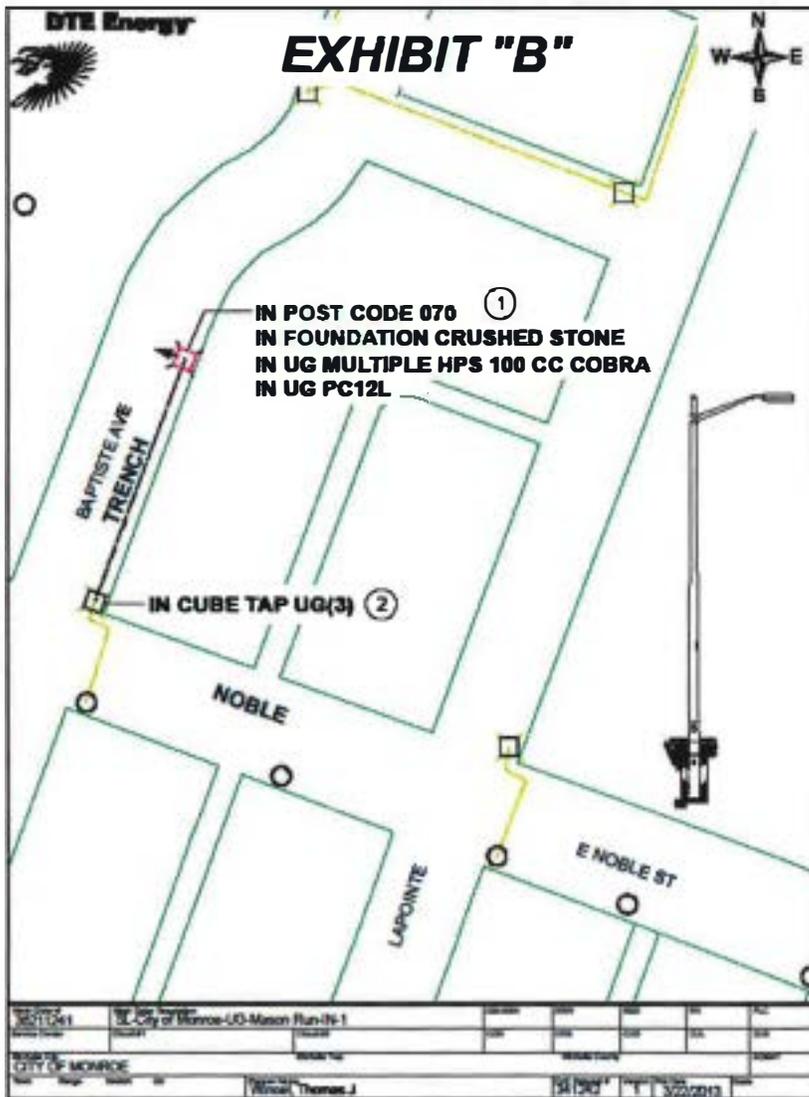
Name: _____

Title: _____

Attachment 1 to Purchase Agreement

Map of Location

[To be attached]





CITY COUNCIL AGENDA FACT SHEET

RELATING TO: RESOLUTION NAMING MARK G. WORRELL PARK AND DESIGNATING THE MARK G. WORRELL PATHWAY

DISCUSSION: The proposed Resolution calls for the park area currently known as Cranbrook Park, located south of North Custer Road, opposite Cranbrook Estates Subdivision (assessment parcel 69-00659-002), to be officially named "Mark G. Worrell Park". The proposed Resolution also calls for the segment of the pedestrian and bicycle pathway, commonly referred to as the North Custer walking and bike path, which is located south of and adjacent to the North Custer Roadway, beginning adjacent to the YMCA property, westerly to and into Munson Park, to be designated as the "Mark G. Worrell Pathway".

Mark G. Worrell was elected by City voters and served on the City Council, as the Precinct 6 Councilmember, for 20 years, served one term as Mayor from 2008-2009 and also served on the Planning Commission for a number of years. His time of elected service is the longest known in the history of the City of Monroe. As a Planning Commissioner and as a City Councilman, Mark was a primary and outspoken advocate for developing the North Custer pathway, as well as for the development and construction of sidewalks and pathways in other areas of the City. As many know, as a career educator and an avid bicyclist and swimmer, Mark engaged in, and encouraged others to pursue, a life-long quest for knowledge and healthful activities.

While serving as a Monroe City Councilman, Mark also provided State and National leadership and advocacy for urban-policy issues as a member of Board of Directors of the Michigan Municipal League (MML) and the National League of Cities (NLC). In addition, he served terms as the NLC Membership Chairman and as the Chairman of the NLC Small Cities Council. In this broader service and involvement, Mark was admired and well known by many other municipal officials and urban-policy professionals across the State and Nation.

Mark's example of leadership, effectiveness, and exceptional tenure, in service to members of the Monroe community, provide considerable grounds for special recognition and remembrance. Therefore, I am respectfully recommending that the Mayor and City Council approve the accompanying Resolution, which, if adopted, will name the described park-parcel as the "Mark G. Worrell Park" and will also designate the described segment of pathway as the "Mark G. Worrell Pathway".

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: April, 15, 2013

REASON FOR DEADLINE: Family availability for presentation, Park & Pathway signage preparation for season

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY: George A. Brown, City Manager

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: DPS for Park & Pathway signage installation

FINANCES

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: Manager's Office

DATE: 4/4/13

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 4/15/13

RESOLUTION

1 **WHEREAS**, Mark G. Worrell has unselfishly served the citizens of the City of
2 Monroe, as its longest serving elected official, as Councilman from January 1980 to
3 January 1984 and January 1988-2004, and as Mayor from January 2008 to January
4 2010; and

5 **WHEREAS**, the people of the City of Monroe are grateful for his untiring efforts
6 and numerous accomplishments benefiting the people of the City of Monroe and the
7 surrounding areas, including being a principal advocate and participant in the planning
8 and development of the North Custer pedestrian and bicycle pathway; and

9 **WHEREAS**, Mark G. Worrell served the people of Monroe and many others,
10 during a period spanning several years, as a career Educator, Planning Commissioner,
11 6th Precinct Councilman, Mayor; Michigan Municipal League (MML) Board Director,
12 National League of Cities (NLC) Board Director, NLC Membership Chairman and NLC
13 Small Cities Council Chairman; and

14 **WHEREAS**, the City is desirous of recognizing former Mayor Worrell's excellent
15 service and significant contributions to the welfare of the City and to its citizens.

16 **NOW, THEREFORE, BE IT RESOLVED** that the City park area located south of
17 North Custer Road, opposite Cranbrook Estates, Assessors tax parcel 69-00659-002,
18 further described in Exhibit A attached hereto, is hereby designated as the "Mark G.
19 Worrell Park", and that the North Custer bicycle and pedestrian pathway, extending
20 from the YMCA to its terminus in Munson Park, be designated as the "Mark G. Worrell
21 Pathway" and that suitable signage shall be erected to so indicate.

Exhibit A

22 Description of parcel to be named Mark G. Worrell Park

23 A part of Private Claims 88 and 648 in the City of Monroe being described as:
24 Commencing at the intersection of the center line of North Custer Road and the east
25 line of Private Claim 648; thence proceeding as follows: South 24 degrees 38 minutes
26 45 seconds west 39.40 feet; thence North 89 degrees 55 minutes West 365.68 feet;
27 thence South 75 degrees 23 minutes 28 seconds west 144.24 feet; thence South 79
28 degrees 21 minutes 45 seconds West 88.25 feet; thence North 21 degrees 42 minutes
29 east 167.61 feet; thence South 82 degrees 56 minutes East 550.64 feet to the point of
30 beginning.





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 out of Syracuse, New York for \$16,507.93.

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 1 is budgeted for treatment. Section 1 has 9,808 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 1 scheduled to be treated is made up of the following lengths:

Length	Size	Cost / LFT	Cost
6,343 LFT	8 inch	\$1.59 / LFT	\$10,085.37
1,439 LFT	10 inch	\$1.76 / LFT	\$ 2,532.64
2,026 LFT	12 inch	\$1.92 / LFT	\$ 3,889.92
9,808 LFT		Total Cost	\$16,507.93

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 1.

IT IS RECOMMENDED that a purchase order in the amount of \$16,507.93 and a total amount of \$17,300.00 be encumbered to include a 5% contingency, be awarded to Duke's Root Control, Inc for tree root chemical treatment of Section 1 in accordance with the bid specifications.

CITY MANAGER RECOMMENDATION:

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

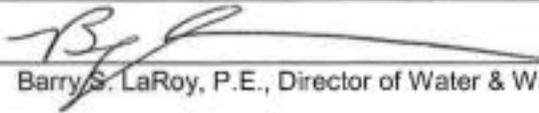
APPROVAL DEADLINE: May 8, 2013

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	\$ 17,300.00
	Cost of This Project Approval	\$ 17,300.00
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:	<u>City</u>	Account Number	Amount
	General Contract Services	59075529 818020	\$ 17,300.00

Other Funds

Budget Approval: 

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** April 8, 2013

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: April 15, 2013

BIDS RECEIVED LIST FOR SANITARY SEWER CHEMICAL ROOT TREATMENT FOR THE WASTEWATER DEPARTMENT. BID REQUESTS DISTRIBUTED 3/12/2013.

BIDS DUE MONDAY, APRIL 8, 2013.

<u>NAME</u>	<u>BID AMOUNT</u>
Duke's Root Control, Inc. Syracuse, NY	\$16,507.93
6,343 LFT of 8"	\$1.59/LFT
1,439 LFT of 10"	\$1.76/LFT
2,026 LFT of 12"	\$1.92/LFT



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Resolution spreading the expenses for the cutting of weeds and grasses on the 2013 Summer Tax Roll.

DISCUSSION: By Charter those weed and grass expenses that are not paid are spread against those parcels on the 2013 Summer Tax Roll.

This resolution authorizes the City Assessor to spread same.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

Recommending the attached resolution be adopted and the expenses for the cutting of weeds & grasses be placed upon the Summer 2013 Tax Roll.

REASON AGAINST:

INITIATED BY: City Treasurer' Office



Charles D. Evans, City Clerk/Treasurer

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City

Account Number

Amount

\$
\$
\$
\$
\$

Other Funds

\$
\$
\$
\$

Budget Approval: _____

FACT SHEET PREPARED BY: C. Evans

REVIEWED BY:



DATE: April 9, 2013

DATE:

COUNCIL MEETING DATE: April 15, 2013

RESOLUTION

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

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

6 **WHEREAS**, a public hearing was held on April 15, 2013 for the purpose of reviewing, and
7 hearing objections to, the propriety of said special assessment upon the 2013 tax roll; and.

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

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

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

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

18

19 Dated: April 15, 2013

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
BARAZANDEH, REZA	729 E FOURTH ST V	MONROE	0000159890	49-00742-000	133.31
HENGY, HOLLY A	316 N MACOMB ST	MONROE	0000159891	59-01718-000	259.91
JACKSON, EUGENE	1821 BAYVIEW DR	MONROE	0000159892	49-00180-000	67.47
FLETCHER, JAMES & WANDA	1833 BAYVIEW DR	MONROE	0000159893	49-00184-000	83.44
SOAVE, MICHAEL & OROZCO, JOSE	1110 E FIRST ST V	MONROE	0000159895	49-01109-000	68.65
SOAVE, MICHAEL & OROZCO, JOSE	1114 E FIRST ST V	MONROE	0000159896	49-01110-000	68.65
SOAVE, MICHAEL & OROZCO, JOSE	1124 E FIRST ST V	MONROE	0000159897	49-01111-000	68.65
SOAVE, MICHAEL & OROZCO, JOSE	1126 E FIRST ST V	MONROE	0000159898	49-01112-000	68.65
KUDERIK, KYLE A	203 MAPLE BLVD	MONROE	0000159902	59-01382-000	67.47
MAYES, MELISSA G	702 S MONROE ST	MONROE	0000159904	29-00045-000	67.47
SHAFFER, CLAUDE & C COUSINO	803 E ELM AVE	MONROE	0000159906	59-01416-000	67.47
FRATERNAL ORDER OF EAGLES	445 N DIXIE HWY	MONROE	0000159907	59-01890-000	163.69
DUVALL, MICHAEL D	706 N MONROE ST	MONROE	0000159909	69-00205-000	51.34
PETRAK, STEPHEN	730 N MONROE ST	MONROE	0000159910	69-01348-000	67.47
EADS, PAUL L	1101 E FRONT ST	MONROE	0000159911	49-01016-000	67.47
KEMPLER, REBECCA & HAROLD	1002 E SIXTH ST	MONROE	0000159913	49-01330-000	83.44
HOUSING & URBAN DEVELOPMENT	444 MICHIGAN AVE	MONROE	0000159914	59-01526-000	83.44
BUSSELL, RONALD L & PARIS E	819 E THIRD ST	MONROE	0000159931	49-00818-000	99.49
FEDERAL NATIONAL MORTGAGE ASSOC	528 E SIXTH ST	MONROE	0000159933	39-00447-000	99.49
H50840 WINCHESTER TRUST	327 WINCHESTER ST	MONROE	0000159934	49-01206-000	131.59
RUSSELL, BRYAN KEITH	1416 HAGANS ST	MONROE	0000159936	49-00534-000	99.49pd. 4/5/13
CHASE HOME FINANCE LLC	723 MICHIGAN AVE	MONROE	0000159939	59-01632-000	83.44
OAKLEY, JAMES G III & JENNIFER M	530 RIVERVIEW AVE	MONROE	0000159940	59-01771-000	67.47
ALVAREZ, PEDRO S, BEATRIZ, & NOE	1369 MICHIGAN AVE	MONROE	0000159941	59-00938-000	227.81
BRECKNER, DONALD JOSEPH	720 E FIRST ST	MONROE	0000159946	49-00690-000	99.49
JONES, HEATHER & DONALD	522 W SIXTH ST	MONROE	0000159947	19-00482-000	99.49

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
HEIDEN, DEBORAH H	631 W FIFTH ST	MONROE	0000159948	19-00027-000	67.47
KINNEAR, JAMES & JULIE	423 W FIFTH ST	MONROE	0000159949	29-00060-056	67.47
MIRAMONTI, JUSTIN V	1765 RIVERSIDE DR	MONROE	0000159950	69-00333-027	67.47
CARROLL, KITTY R	317 CASS ST	MONROE	0000159952	29-00219-000	67.47
HEIDEN, DEBORAH & GERALD	628 HUMPHREY ST	MONROE	0000159954	49-00666-000	99.49
GESSNER, KATHLEEN A	424 MICHIGAN AVE	MONROE	0000159969	59-01509-000	67.47
DAHLQUIST, WILLIAM C & MATTHEW W	724 WINCHESTER ST V	MONROE	0000160058	49-01346-000	83.44
MONROE TRANSFER, LLC	1204 E THIRD ST	MONROE	0000160060	49-01513-000	115.54
MI SEVEN LLC	528 ALMYRA AVE	MONROE	0000160063	49-00419-000	67.47
GOINS, MILLICENT	627 ALMYRA AVE	MONROE	0000160064	49-00430-000	58.58
SIMMONS, OLALIA	1801 BAYVIEW DR	MONROE	0000160065	49-00215-000	67.47
ROSE, JEFFREY SCOTT	503 NORWOOD DR	MONROE	0000160066	49-00146-000	131.59
NATIONSTAR MORTGAGE, LLC	1635 BAYVIEW DR V	MONROE	0000160067	49-00254-000	67.47
MIRACLE FAITH MISS BAPTIST	225 CONANT AVE	MONROE	0000160068	49-00100-000	67.47
NEW FAITH TEMPLE CHURCH	1247 E FIRST ST	MONROE	0000160069	49-01509-000	83.44
SOAVE, MICHAEL & OROZCO, JOSE	1110 E FIRST ST V	MONROE	0000160074	49-01109-000	50.71
SOAVE, MICHAEL & OROZCO, JOSE	1114 E FIRST ST V	MONROE	0000160075	49-01110-000	50.71
SOAVE, MICHAEL & OROZCO, JOSE	1124 E FIRST ST V	MONROE	0000160076	49-01111-000	50.71
SOAVE, MICHAEL & OROZCO, JOSE	1126 E FIRST ST V	MONROE	0000160077	49-01112-000	50.71
HRIVNAK, TIFFANY & LINDSAY, JOSH	316 HALF ST	MONROE	0000160078	49-00743-000	51.34
RAISIN VALLEY INVESTMENT PROP, L	424 WINCHESTER ST	MONROE	0000160079	49-01227-000	67.47
VANDERLAAN, JEFFREY/CHRISTINA	622 WINCHESTER ST	MONROE	0000160080	49-01339-000	83.44
COCHRANE-LEE, DARLENE	1023 E SECOND ST V	MONROE	0000160082	49-01126-000	67.47
MILLER, CARLA	118 JEROME ST	MONROE	0000160083	49-00697-000	67.47
SHAFFER, CLAUDE & C COUSINO	803 E ELM AVE	MONROE	0000160085	59-01416-000	83.44
YORK, DAVID RAYMOND	229 HARRISON ST	MONROE	0000160086	29-00318-000	99.49

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
BARKENQUAST, PATSY SUE	1444 OAK ST	MONROE	0000160090	49-00490-000	66.84
PETRAK, STEPHEN	730 N MONROE ST	MONROE	0000160095	69-01348-000	66.84
KEMPLEN, REBECCA & HAROLD	1002 E SIXTH ST	MONROE	0000160097	49-01330-000	82.67
MONTAGUE, LAWRENCE & ANNA	501 NORWOOD DR V	MONROE	0000160100	49-00145-000	66.84
FRATERNAL ORDER OF EAGLES	445 N DIXIE HWY	MONROE	0000160101	59-01890-000	225.70
KRUG, CHRISTOPHER C	814 SMITH ST	MONROE	0000160104	29-00038-004	98.57
ABBOTT, HENRY JR & RHONDA	1017 E FOURTH ST	MONROE	0000160105	49-01204-000	66.84
WELLS FARGO BANK NA	523 E FIFTH ST	MONROE	0000160107	39-00359-000	50.87 <i>pd 4/2/13</i>
COOPER, AARON P	834 WOLVERINE AVE	MONROE	0000160109	19-00619-000	66.84
REVEL, LARRY N & GREGORY	715 W SEVENTH ST	MONROE	0000160111	19-00093-000	66.84
EADS, PAUL L	1101 E FRONT ST	MONROE	0000160112	49-01016-000	66.84
BARAZANDEH, REZA	729 E FOURTH ST V	MONROE	0000160114	49-00742-000	98.57
HRIVNAK, TIFFANY & LINDSAY, JOSH	316 HALF ST	MONROE	0000160115	49-00743-000	66.84
SOAVE, MICHAEL & OROZCO, JOSE	1126 E FIRST ST V	MONROE	0000160116	49-01112-000	39.44
SOAVE, MICHAEL & OROZCO, JOSE	1124 E FIRST ST V	MONROE	0000160117	49-01111-000	39.44
SOAVE, MICHAEL & OROZCO, JOSE	1114 E FIRST ST V	MONROE	0000160118	49-01110-000	39.44
SOAVE, MICHAEL & OROZCO, JOSE	1110 E FIRST ST V	MONROE	0000160119	49-01109-000	39.44
JOHNSON, ROBERT & HELEN	118 ALMYRA AVE V	MONROE	0000160120	49-00047-000	66.84
JUKURI, DANIEL W	422 CASS ST V	MONROE	0000160121	29-00271-000	109.27
CARROLL, KITTY R	317 CASS ST	MONROE	0000160122	29-00219-000	75.03
SHAFFER, CLAUDE & C COUSINO	803 E ELM AVE	MONROE	0000160123	59-01416-000	98.57
COCHRANE-LEE, DARLENE	1023 E SECOND ST V	MONROE	0000160124	49-01126-000	50.87
YORK, DAVID RAYMOND	229 HARRISON ST	MONROE	0000160127	29-00318-000	98.57
HEIDEN, DEBORAH & GERALD	628 HUMPHREY ST	MONROE	0000160129	49-00666-000	82.67
H50840 WINCHESTER TRUST	327 WINCHESTER ST	MONROE	0000160131	49-01206-000	98.57
JONES, HEATHER & DONALD	522 W SIXTH ST	MONROE	0000160132	19-00482-000	82.67

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
HEIDEN, DEBORAH H	631 W FIFTH ST	MONROE	0000160133	19-00027-000	82.67
SCHOFIELD, ROGER & JOYCE	537 RIVERVIEW AVE	MONROE	0000160135	59-01776-000	178.00
PETRAK, STEPHEN	730 N MONROE ST	MONROE	0000160137	69-01348-000	66.84
KRUG, CHRISTOPHER C	814 SMITH ST	MONROE	0000160192	29-00038-004	82.67
BRECKNER, DONALD JOSEPH	720 E FIRST ST	MONROE	0000160194	49-00690-000	82.67
BANK OF AMERICA NA	737 HUBBLE ST	MONROE	0000160197	29-00404-061	82.67
NEMETH, STEVEN	733 WOODVILLE AVE	MONROE	0000160231	19-00576-000	130.37
DROUILLARD, MARC	1225 E THIRD ST	MONROE	0000160234	49-01501-000	146.20
BUSSELL, RONALD L & PARIS E	819 E THIRD ST	MONROE	0000160235	49-00818-000	82.67
VANDERLAAN, JEFFREY/CHRISTINA	622 WINCHESTER ST	MONROE	0000160236	49-01339-000	66.84
MI SEVEN LLC	407 RAILROAD ST	MONROE	0000160238	49-01416-000	50.87
AGUILERA, MARTIN & MICHAELENE	520 ALMYRA AVE	MONROE	0000160239	49-00416-000	82.67
ROSE, JEFFREY SCOTT	503 NORWOOD DR	MONROE	0000160240	49-00146-000	98.57
SIMMONS, OLALIA	1801 BAYVIEW DR	MONROE	0000160241	49-00215-000	82.67
LYLES, ROBERT	1270 E FIRST ST	MONROE	0000160242	49-00005-000	50.87
YAP, ANTONIO/ LUMM, KEND (ETAL)	1248 N TELEGRAPH RD	MONROE	0000160248	69-00766-000	105.66
PANCONE, RYAN & ERYNN FLYNN-PANC	1132 MCCORMICK DR	MONROE	0000160249	69-00544-106	254.26
BANK OF AMERICA NA	946 WESTERN AVE	MONROE	0000160250	19-00274-128	98.57
KINNEAR, JAMES & JULIE	423 W FIFTH ST	MONROE	0000160252	29-00060-056	50.87
FRATERNAL ORDER OF EAGLES	445 N DIXIE HWY	MONROE	0000160258	59-01890-000	130.37
RAISIN VALLEY INVESTMENT PROP, L	424 WINCHESTER ST	MONROE	0000160260	49-01227-000	66.84
KEMPLER, REBECCA & HAROLD	1002 E SIXTH ST	MONROE	0000160262	49-01330-000	82.67
MILLER, JACK L	528 KENTUCKY AVE	MONROE	0000160264	49-01310-000	82.67
MONTAGUE, LAWRENCE & ANNA	501 NORWOOD DR V	MONROE	0000160265	49-00145-000	50.87
MILLER, CARLA	118 JEROME ST	MONROE	0000160266	49-00697-000	50.87
EADS, PAUL L	1101 E FRONT ST	MONROE	0000160267	49-01016-000	66.84

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
PASCHAL, DOROTHY/NOBLE	721 W THIRD ST	MONROE	0000160268	19-00135-000	50.87
CHASE HOME FINANCE LLC	723 MICHIGAN AVE	MONROE	0000160271	59-01632-000	82.67
HEIDEN GERALD M & DEBORAH A	473 N MACOMB ST	MONROE	0000160273	69-01225-000	114.47
ANSEL, NORMAN R	502 CONANT AVE	MONROE	0000160274	49-00455-000	66.84
METLIFE HOME LOANS	518 W EIGHTH ST	MONROE	0000160275	19-00305-000	50.87
APOSTOLIC HOUSE OF PRAYER	1304 E FIRST ST	MONROE	0000160297	49-00006-000	98.57
MONROE TRANSFER, LLC	1204 E THIRD ST	MONROE	0000160300	49-01513-000	130.37
HEIDEN, DEBORAH & GERALD	628 HUMPHREY ST	MONROE	0000160301	49-00666-000	50.87
COCHRANE-LEE, DARLENE	1023 E SECOND ST V	MONROE	0000160302	49-01126-000	50.87
NATIONSTAR MORTGAGE, LLC	1635 BAYVIEW DR V	MONROE	0000160303	49-00254-000	66.84
NATIONSTAR MORTGAGE, LLC	1633 BAYVIEW DR V	MONROE	0000160304	49-00253-000	50.87
SIMMONS, OLALIA	1801 BAYVIEW DR	MONROE	0000160305	49-00215-000	50.87
JACKSON, EUGENE	1821 BAYVIEW DR	MONROE	0000160306	49-00180-000	50.87
MIRACLE FAITH MISS BAPTIST	225 CONANT AVE	MONROE	0000160308	49-00100-000	50.87
MIRACLE FAITH MISS. BAPTIST	227 CONANT AVE	MONROE	0000160309	49-00101-000	50.87
SOAVE, MICHAEL & OROZCO, JOSE	1110 E FIRST ST V	MONROE	0000160310	49-01109-000	50.25
SOAVE, MICHAEL & OROZCO, JOSE	1114 E FIRST ST V	MONROE	0000160311	49-01110-000	50.25
SOAVE, MICHAEL & OROZCO, JOSE	1124 E FIRST ST V	MONROE	0000160312	49-01111-000	50.25
SOAVE, MICHAEL & OROZCO, JOSE	1126 E FIRST ST V	MONROE	0000160313	49-01112-000	50.25
JOHNSON, ROBERT & HELEN	118 ALMYRA AVE V	MONROE	0000160314	49-00047-000	50.87
H50840 WINCHESTER TRUST	327 WINCHESTER ST	MONROE	0000160316	49-01206-000	98.57
HRIVNAK, TIFFANY & LINDSAY, JOSH	316 HALF ST	MONROE	0000160317	49-00743-000	66.84
BARAZANDEH, REZA	729 E FOURTH ST V	MONROE	0000160318	49-00742-000	66.21
EPPE, DESTINY	424 CLARK ST V	MONROE	0000160320	49-00496-000	113.40
SHAFFER, CLAUDE & C COUSINO	803 E ELM AVE	MONROE	0000160321	59-01416-000	97.65
PETRAK, STEPHEN	730 N MONROE ST	MONROE	0000160322	69-01348-000	81.90

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
BRECKNER, DONALD JOSEPH	720 E FIRST ST	MONROE	0000160340	49-00690-000	81.90
ANSEL, NORMAN R	1019 E THIRD ST	MONROE	0000160341	49-01154-000	66.21
YAP, ANTONIO/ LUMM, KEND (ETAL)	1248 N TELEGRAPH RD	MONROE	0000160342	69-00766-000	50.40
REVEL, LARRY N & GREGORY	715 W SEVENTH ST	MONROE	0000160344	19-00093-000	66.21
PARKS, CLIFFORD	1035 LAPLAISANCE ST V	MONROE	0000160431	49-01454-002	149.26
SOAVE, MICHAEL & OROZCO, JOSE	1110 E FIRST ST V	MONROE	0000160432	49-01109-000	53.39
SOAVE, MICHAEL & OROZCO, JOSE	1114 E FIRST ST V	MONROE	0000160433	49-01110-000	50.40
EADS, PAUL L	1101 E FRONT ST	MONROE	0000160434	49-01016-000	81.90
SOAVE, MICHAEL & OROZCO, JOSE	1124 E FIRST ST V	MONROE	0000160435	49-01111-000	50.40
COCHRANE-LEE, DARLENE	1023 E SECOND ST V	MONROE	0000160437	49-01126-000	66.21
JONES, HEATHER & DONALD	522 W SIXTH ST	MONROE	0000160438	19-00482-000	76.71
SOAVE, MICHAEL & OROZCO, JOSE	1126 E FIRST ST V	MONROE	0000160439	49-01112-000	66.21
ELY, MARK A	629 GODFROY AVE	MONROE	0000160440	69-00238-000	50.40
CARROLL, KITTY R	317 CASS ST	MONROE	0000160442	29-00219-000	66.21
DETROIT SPECIALTY HOMES, LLC	217 WINCHESTER ST	MONROE	0000160445	49-01158-000	81.90
FRATERNAL ORDER OF EAGLES	445 N DIXIE HWY	MONROE	0000160447	59-01890-000	207.84
YAP, ANTONIO/ LUMM, KEND (ETAL)	1248 N TELEGRAPH RD	MONROE	0000160473	69-00766-000	65.58
SHAFFER, CLAUDE & C COUSINO	803 E ELM AVE	MONROE	0000160474	59-01416-000	81.13
JPMORGAN CHASE BANK	612 W EIGHTH ST	MONROE	0000160475	19-00109-000	81.13
BROWN, SADE	1545 OAK ST	MONROE	0000160476	49-00582-000	65.58
MILLER, CARLA	118 JEROME ST	MONROE	0000160477	49-00697-000	49.93
JPMORGAN CHASE BANK	612 W EIGHTH ST	MONROE	0000160606	19-00109-000	95.81
METLIFE HOME LOANS	518 W EIGHTH ST	MONROE	0000160607	19-00305-000	80.36
FRATERNAL ORDER OF EAGLES	445 N DIXIE HWY	MONROE	0000160608	59-01890-000	173.02
KEMPLER, REBECCA & HAROLD	1002 E SIXTH ST	MONROE	0000160609	49-01330-000	64.95
BUSSELL, RONALD L & PARIS E	819 E THIRD ST	MONROE	0000160610	49-00818-000	64.95

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
EADS, PAUL L	1101 E FRONT ST	MONROE	0000160611	49-01016-000	64.95
FULLER, ADAM SR & JIMMA V	836 WESTERN AVE	MONROE	0000160612	19-00274-143	111.26
SIMMONS, OLALIA	1801 BAYVIEW DR	MONROE	0000160614	49-00215-000	142.12
LYLES, ROBERT	1270 E FIRST ST	MONROE	0000160615	49-00005-000	80.36
KINNEAR, JAMES & JULIE	423 W FIFTH ST	MONROE	0000160618	29-00060-056	80.36
TREDWAY, ANDREW & BRITNI WRIGHT	1025 LAPLAISANCE ST	MONROE	0000160619	49-01454-001	126.71
JOHNSON, ROBERT & HELEN	118 ALMYRA AVE V	MONROE	0000160620	49-00047-000	49.46
H50840 WINCHESTER TRUST	327 WINCHESTER ST	MONROE	0000160623	49-01206-000	126.71
TURNAGE, CHRISTINE	1246 E THIRD ST	MONROE	0000160625	49-01389-000	64.95
SECRETARY OF VETERANS AFFAIRS	405 RICHARDS DR	MONROE	0000160626	69-00333-055	126.71
FEDERAL NATIONAL MORTGAGE ASSOC	528 E SIXTH ST	MONROE	0000160627	39-00447-000	80.36
SOAVE, MICHAEL & OROZCO, JOSE	1110 E FIRST ST V	MONROE	0000160628	49-01109-000	48.84
CHASE HOME FINANCE LLC	723 MICHIGAN AVE	MONROE	0000160629	59-01632-000	65.96
PETRAK, STEPHEN	730 N MONROE ST	MONROE	0000160630	69-01348-000	64.95
SOAVE, MICHAEL & OROZCO, JOSE	1114 E FIRST ST V	MONROE	0000160631	49-01110-000	48.84
RAISIN VALLEY INVESTMENT PROP, L	424 WINCHESTER ST	MONROE	0000160632	49-01227-000	64.95
SOAVE, MICHAEL & OROZCO, JOSE	1110 E FIRST ST V	MONROE	0000160633	49-01109-000	37.26
SOAVE, MICHAEL & OROZCO, JOSE	1124 E FIRST ST V	MONROE	0000160634	49-01111-000	48.84
SOAVE, MICHAEL & OROZCO, JOSE	1114 E FIRST ST V	MONROE	0000160635	49-01110-000	37.26
SOAVE, MICHAEL & OROZCO, JOSE	1124 E FIRST ST V	MONROE	0000160636	49-01111-000	37.26
SOAVE, MICHAEL & OROZCO, JOSE	1126 E FIRST ST V	MONROE	0000160637	49-01112-000	37.26
JONES, HEATHER & DONALD	522 W SIXTH ST	MONROE	0000160638	19-00482-000	64.95
SOAVE, MICHAEL & OROZCO, JOSE	1126 E FIRST ST V	MONROE	0000160639	49-01112-000	48.84
YAP, ANTONIO/ LUMM, KEND (ETAL)	1248 N TELEGRAPH RD	MONROE	0000160640	69-00766-000	111.26
HEIDEN, DEBORAH & GERALD	628 HUMPHREY ST	MONROE	0000160641	49-00666-000	95.81
PETRAK, STEPHEN	730 N MONROE ST	MONROE	0000160642	69-01348-000	80.36

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
HEIDEN GERALD M & DEBORAH A	473 N MACOMB ST	MONROE	0000160643	69-01225-000	111.26
COCHRANE-LEE, DARLENE	1023 E SECOND ST V	MONROE	0000160644	49-01126-000	80.36
EADS, PAUL L	1101 E FRONT ST	MONROE	0000160647	49-01016-000	80.36
VANDERLAAN, JEFFREY/CHRISTINA	622 WINCHESTER ST	MONROE	0000160648	49-01339-000	95.81
KEMPLER, REBECCA & HAROLD	1002 E SIXTH ST	MONROE	0000160649	49-01330-000	111.26
SHAFFER, CLAUDE & C COUSINO	803 E ELM AVE	MONROE	0000160650	59-01416-000	95.81
LEWIS, VIVIAN KAY	906 E FIRST ST	MONROE	0000160652	49-01284-000	95.81
NATIONSTAR MORTGAGE, LLC	1633 BAYVIEW DR V	MONROE	0000160655	49-00253-000	80.36
NATIONSTAR MORTGAGE, LLC	1635 BAYVIEW DR V	MONROE	0000160656	49-00254-000	80.36
FLAGSTAR BANK FSB	437 ARBOR AVE	MONROE	0000160657	59-01310-000	64.95
AGUILERA, MARTIN & MICHAELENE	520 ALMYRA AVE	MONROE	0000160658	49-00416-000	64.95
YAP, ANTONIO/ LUMM, KEND (ETAL)	1248 N TELEGRAPH RD	MONROE	0000160713	69-00766-000	49.46
BARAZANDEH, REZA	729 E FOURTH ST V	MONROE	0000160729	49-00742-000	49.46
TREDWAY, ANDREW	314 HALF ST	MONROE	0000160730	49-00741-001	49.46
HRIVNAK, TIFFANY & LINDSAY, JOSH	316 HALF ST	MONROE	0000160731	49-00743-000	49.46
BLEVINS, SCOTT & CAMPBELL, JENNI	112 MAPLE BLVD	MONROE	0000160745	59-01420-007	80.36
RAY, WANBA S	818 HARRISON ST	MONROE	0000160746	29-09044-000	111.26 pd 4/5/13
EMERALD LAWN & LANDSCAPING INC	418 WINCHESTER ST	MONROE	0000160747	49-01222-000	80.36
GRODI, ROBERT C & SUSAN L FAVOT	528 WINCHESTER ST	MONROE	0000160748	49-01265-000	64.95
KEMPLER, REBECCA & HAROLD	1002 E SIXTH ST	MONROE	0000160752	49-01330-000	80.36
MONROE TRANSFER, LLC	1204 E THIRD ST	MONROE	0000160753	49-01513-000	111.26
DROUILLARD, MARC	1225 E THIRD ST	MONROE	0000160754	49-01501-000	142.12
HEIDEN, DEBORAH & GERALD	628 HUMPHREY ST	MONROE	0000160758	49-00666-000	80.36
BRECKNER, DONALD JOSEPH	720 E FIRST ST	MONROE	0000160759	49-00690-000	80.36
SECRETARY OF VETERANS AFFAIRS	405 RICHARDS DR	MONROE	0000160760	69-00333-055	126.71
MCCARTHY, ANNE M	228 ROSS DR	MONROE	0000160761	69-00333-080	111.26

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
MCLAUGHLIN, APRIL	838 WATERLOO AVE	MONROE	0000160762	19-00679-000	80.36
FULLER, ADAM SR & JIMMA V	836 WESTERN AVE	MONROE	0000160763	19-00274-143	80.36
SIMMONS, OLALIA	1801 BAYVIEW DR	MONROE	0000160764	49-00215-000	52.25
FEDERAL HOME LOAN MORTGAGE CORP	324 ADAMS ST	MONROE	0000160766	19-00334-000	80.36
LYLES, ROBERT	1270 E FIRST ST	MONROE	0000160768	49-00005-000	80.36
WICKENHEISER, JOHN & DEIRDRE	420 E FIFTH ST	MONROE	0000160769	39-00344-000	64.95
SOAVE, MICHAEL & OROZCO, JOSE	1110 E FIRST ST V	MONROE	0000160770	49-01109-000	37.26
HARBOUR PORTFOLIO VII LP	1014 E FIRST ST	MONROE	0000160771	49-01102-000	37.26 pd 4-3-1
SOAVE, MICHAEL & OROZCO, JOSE	1124 E FIRST ST V	MONROE	0000160772	49-01111-000	37.26
SOAVE, MICHAEL & OROZCO, JOSE	1126 E FIRST ST V	MONROE	0000160773	49-01112-000	37.26
BLEVINS, SCOTT & CAMPBELL, JENNI	112 MAPLE BLVD	MONROE	0000160778	59-01420-007	48.99
HARBOUR PORTFOLIO VII LP	1014 E FIRST ST	MONROE	0000160779	49-01102-000	48.99 pd 4-3-1
BARKWAY, MABEL (LE)	465 RIVERVIEW AVE	MONROE	0000160781	59-01209-000	64.32
FRATERNAL ORDER OF EAGLES	445 N DIXIE HWY	MONROE	0000160783	59-01890-000	140.76
SHAFFER, CLAUDE & C COUSINO	803 E ELM AVE	MONROE	0000160784	59-01416-000	48.99
NATIONSTAR MORTGAGE, LLC	1631 BAYVIEW DR	MONROE	0000160785	49-00252-000	48.99
NATIONSTAR MORTGAGE, LLC	1633 BAYVIEW DR V	MONROE	0000160786	49-00253-000	48.99
NATIONSTAR MORTGAGE, LLC	1635 BAYVIEW DR V	MONROE	0000160787	49-00254-000	48.99
BUSSELL, RONALD L & PARIS E	819 E THIRD ST	MONROE	0000160788	49-00818-000	64.32
FEDERAL NATIONAL MORTGAGE ASSOC	528 E SIXTH ST	MONROE	0000160790	39-00447-000	64.32
JPMORGAN CHASE BANK	612 W EIGHTH ST	MONROE	0000160806	19-00109-000	110.19
BARAZANDEH, REZA	729 E FOURTH ST V	MONROE	0000160809	49-00742-000	64.32
WITTKOP, CHRISTOPHER	1117 E FOURTH ST	MONROE	0000160810	49-01197-000	64.32
H50840 WINCHESTER TRUST	327 WINCHESTER ST	MONROE	0000160811	49-01206-000	79.59
RAISIN VALLEY INVESTMENT PROP, L	424 WINCHESTER ST	MONROE	0000160812	49-01227-000	94.89
KEMPLEN, REBECCA & HAROLD	1002 E SIXTH ST	MONROE	0000160813	49-01330-000	64.32

2013 DLQ. WEED MOWING INVOICES - 3/26/13

10/10

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
EADS, PAUL L	1101 E FRONT ST	MONROE	0000160818	49-01016-000	94.89
CHASE HOME FINANCE LLC	723 MICHIGAN AVE	MONROE	0000160820	59-01632-000	64.32
FULLER, ADAM SR & JIMMA V	836 WESTERN AVE	MONROE	0000160823	19-00274-143	79.59
KINNEAR, JAMES & JULIE	423 W FIFTH ST	MONROE	0000160824	29-00060-056	64.32
METLIFE HOME LOANS	518 W EIGHTH ST	MONROE	0000160825	19-00305-000	64.32
PARKS, CLIFFORD	1035 LAPLAISANCE ST V	MONROE	0000160826	49-01454-002	104.23
BAKER, BARBARA J	924 CALGARY DR	MONROE	0000161009	69-00544-120	110.19

19,199.61

18,851.74 4/9/13



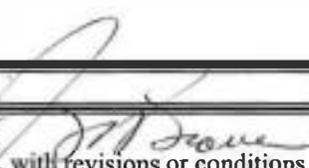
CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Resolution spreading the expenses of sidewalk repair on the 2013 Summer Tax Roll.

DISCUSSION: By Charter, those expenses for sidewalk repair that are not paid are spread against those parcels on the 2013 Summer Tax Roll.

This resolution authorizes the City Assessor to spread same.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

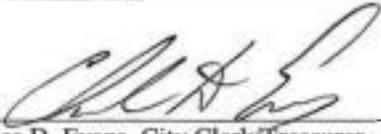
REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

Recommending the attached resolution be adopted and the unpaid expenses of sidewalk repair be placed upon the Summer 2013 Tax Roll.

REASON AGAINST:

INITIATED BY: City Treasurer' Office



Charles D. Evans, City Clerk/Treasurer

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City

Account Number

Amount

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

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: C. Evans



DATE: April 9, 2013

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: April 15, 2013

R E S O L U T I O N

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

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

6 **WHEREAS**, a public hearing was held on April 15, 2013 for the purpose of reviewing,
7 and hearing objections to, the propriety of said special assessment upon the 2013 tax roll; and.

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

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

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

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

18 Dated: April 15, 2013

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
WILFONG, JAMES C & BONNIE J	229 ARBOR AVE	MONROE	0000161120	59-01296-000	66.74
OWENS, JOSHUA M	324 ARBOR AVE	MONROE	0000161123	59-01347-000	98.98
FEDERAL HOME LOAN MORTGAGE CORP	417 ARBOR AVE	MONROE	0000161124	59-01306-000	55.99
MOODY, TERRY C	449 ARBOR AVE	MONROE	0000161128	59-01313-000	66.74
BLUNT, MARTIN & REBECCA	475 ARBOR AVE	MONROE	0000161129	59-01317-000	66.74
HAMLIN, BRIAN M & MCMULLEN, SHAU	503 ARBOR AVE	MONROE	0000161130	59-01319-000	560.79
NAVARRE, SHIRLEY	1203 ARBOR AVE	MONROE	0000161149	59-00203-000	414.32
ISKI, STEVEN & LINDA	1219 ARBOR AVE	MONROE	0000161153	59-00207-000	169.98
ROSE, CHRISTOPHER & DONNA S	1230 ARBOR AVE	MONROE	0000161156	59-00193-000	299.97
ANGOVE, HOPE	1369 ARBOR AVE	MONROE	0000161160	59-00239-000	188.34
HAND, DOUGLAS & MARSHA	1381 ARBOR AVE	MONROE	0000161164	59-00242-000	83.43
DZIAMA, MICHAEL A & DANIELE L	111 BAPTISTE AVE	MONROE	0000161178	59-01787-001	140.16
WOHLGAMUTH, KYLE & JENNY	135 BAPTISTE AVE	MONROE	0000161180	59-01787-006	173.53
TISCHLER, RUTH	302 BAPTISTE AVE	MONROE	0000161184	59-01787-032	75.09
THOMPSON, MATTHEW	414 BAPTISTE AVE	MONROE	0000161187	59-01788-009	63.41
WASHINGTON, ALLEN R	431 BAPTISTE AVE	MONROE	0000161188	59-01788-013	91.99
GARCIA, MARIKA & MILLIE B MISHOL	1264 E ELM AVE	MONROE	0000161203	59-01901-008	121.80
O'SULLIVAN, RONALD E	933 FONTAINE ST	MONROE	0000161205	59-01787-063	135.15
BARTON, JUSTIN	402 LAPOINTE AVE	MONROE	0000161207	59-01788-023	75.09 pd 4/1/13
SCHIFFLER, ERIC	413 LAPOINTE AVE	MONROE	0000161209	59-01788-004	76.75
VAVRICK, FRANKLIN, CARYN, & ANNE	208 MAPLE BLVD	MONROE	0000161212	59-01455-000	151.36
LEHMANN, MICHELLE	505 MAPLE BLVD	MONROE	0000161216	59-01404-000	60.07
JOHNSON, ANDREW TYRONE & CONNIE	522 MAPLE BLVD	MONROE	0000161218	59-01559-000	68.41
WEISBECKER, STANLEY	526 MAPLE BLVD	MONROE	0000161220	59-01560-000	235.98
WOLVERTON, TIMOTHY & KIM	618 MAPLE BLVD	MONROE	0000161227	59-01575-000	146.74
SANTURE, GORDON C	638 MAPLE BLVD	MONROE	0000161229	59-01580-000	67.36

2013 DLQ. SIDEWALK INVOICES - 3/26/13

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
FELIX, ROSS D	806 MAPLE BLVD	MONROE	0000161235	59-01596-000	200.22
CUSUMANO, SAM JR	810 MAPLE BLVD	MONROE	0000161236	59-01597-000	76.71 pd 3/27/13
EDWARDS, WILLIE & DEBORAH	914 MAPLE BLVD	MONROE	0000161240	59-01606-000	133.48 pd 4/4/13
BUNKELMAN, MATTHEW & MARYANN	1148 MAPLE BLVD	MONROE	0000161245	59-01028-000	33.37 pd 3/28/13
KENNEDY, MICHAEL D & DEBRA L	1201 MAPLE BLVD	MONROE	0000161246	59-00101-000	80.09
BANEK, STEVEN	1205 MAPLE BLVD	MONROE	0000161247	59-00102-000	90.10
LINI, ANTONIO (ETAL)	1217 MAPLE BLVD	MONROE	0000161249	59-00105-000	183.42
VANSLAMBROUCK, VERONICA L	1314 MAPLE BLVD	MONROE	0000161259	59-01056-000	221.01
FEDERAL HOME LOAN MORTGAGE CORP	1317 MAPLE BLVD	MONROE	0000161260	59-00124-000	253.61
SCHARF, NICOLE L	1366 MAPLE BLVD	MONROE	0000161267	59-01069-000	199.98
VALENTINE, MERLE & FLOELLA	509 MAYWOOD AVE	MONROE	0000161273	59-00661-000	328.70
ROE, JOSEPH	126 MICHIGAN AVE	MONROE	0000161282	59-01428-000	231.93
DRVENKAR, CHRISTOPHER D	136 MICHIGAN AVE	MONROE	0000161287	59-01435-000	115.99
BREEDON, WILLIAM	529 MICHIGAN AVE	MONROE	0000161302	59-01567-000	135.99
NOVAK, DARRELL & DONNA	649 MICHIGAN AVE	MONROE	0000161306	59-01642-000	66.74
STUMPMIER, ALISON D	711 MICHIGAN AVE	MONROE	0000161308	59-01635-000	93.99
CHASE HOME FINANCE LLC	723 MICHIGAN AVE	MONROE	0000161309	59-01632-000	425.72
BAUMIA, HOLLY A & HERRST, JOAN A	724 MICHIGAN AVE	MONROE	0000161310	59-01682-000	66.74
THOMPSON, ESTHER M	801 MICHIGAN AVE	MONROE	0000161312	59-01630-000	63.41
SCHAFFENBERG, OTTO III & TRISHA	913 MICHIGAN AVE	MONROE	0000161315	59-01619-000	66.74
WALKER, AARON & APRIL	1006 MICHIGAN AVE	MONROE	0000161318	59-01701-000	247.64
RADE, ROSALIE A	1007 MICHIGAN AVE	MONROE	0000161319	59-01613-000	59.99 pd 59.40 pd 4/3/13
BAKER, BRIAN	1036 MICHIGAN AVE	MONROE	0000161321	59-00861-000	116.74
SALO, MICHAEL R	1059 MICHIGAN AVE	MONROE	0000161322	59-00994-000	216.91
JENKINS, JANICE	1127 MICHIGAN AVE	MONROE	0000161329	59-00986-000	101.78
HINKLEY, PATRICK A	1139 MICHIGAN AVE	MONROE	0000161330	59-00983-000	63.41

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
BANK OF AMERICA	1160 MICHIGAN AVE	MONROE	0000161331	59-00883-000	80.00
HUNT, JASON B	1222 MICHIGAN AVE	MONROE	0000161334	59-00889-000	236.92
CLARK, DONALD A	1223 MICHIGAN AVE	MONROE	0000161335	59-00971-000	265.11
JOHNSON, JESSE L & NORA	1278 MICHIGAN AVE	MONROE	0000161340	59-00903-000	68.41
SZASZ, JOHN & KELLY COUSINO-	1314 MICHIGAN AVE	MONROE	0000161341	59-00908-000	66.74
BITZ, ROGER ALLEN & BEVERLY ANN	1326 MICHIGAN AVE	MONROE	0000161342	59-00911-000	159.98
ALVAREZ, PEDRO S, BEATRIZ, & NOE	1369 MICHIGAN AVE	MONROE	0000161346	59-00938-000	535.51
PIZZO, JAMES & HEIDI	706 E NOBLE AVE	MONROE	0000161350	59-01493-000	133.48
GIBSON, ROBERTA A	720 E NOBLE AVE	MONROE	0000161352	59-01490-000	65.07
PHILLIPS, SABRINA	807 E NOBLE AVE	MONROE	0000161354	59-01502-000	66.74
YOUNG, FRANK J JR & MICHELLE L	523 PARKWOOD AVE	MONROE	0000161358	59-00736-000	150.17
FUNK, JOHN C III & DEBORAH WEAV	122 RIVERVIEW AVE	MONROE	0000161365	59-01269-000	71.75
RIGGS, JAMES & IONA	534 RIVERVIEW AVE	MONROE	0000161377	59-00002-000	53.39
MANNERS, CHRISTINE D	523 ROSEWOOD AVE	MONROE	0000161389	59-00700-000	66.74
JOHNSON, SANDRA A	502 SCOTTWOOD AVE	MONROE	0000161392	59-00793-000	221.76
DICARLO, MICHAEL A & HEATHER D	904 GARRETT ST	MONROE	0000161399	59-01787-034	171.86

~~10,042.95~~

9,514.73

4/5/13



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Resolution spread ng the expenses of rental property inspection fee on the 2013 Summer Tax Roll.

DISCUSSION: By Charter those rental property inspection fees that are not paid are spread aga nst those parcels on the 2013 Summer Tax Roll.

This resolution authorizes the City Assessor to spread same.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

Recommending the attached resolution be adopted and the unpaid rental inspection fee charges be placed upon the Summer 2013 Tax Roll.

REASON AGAINST:

INITIATED BY: City Treasurer' Office



Charles D. Evans, City Clerk/Treasurer

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City

Account Number

Amount

\$
\$
\$
\$
\$

Other Funds

\$
\$
\$
\$

Budget Approval: _____

FACT SHEET PREPARED BY: C. Evans

REVIEWED BY:



DATE: April 09, 2013

DATE:

COUNCIL MEETING DATE: April 15, 2013

R E S O L U T I O N

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

3 **WHEREAS**, a public hearing was held on April 15, 2013 for the purpose of reviewing,
4 and hearing objections to, the propriety of said special assessment upon the 2013 tax roll; and.

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

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

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

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

15 Dated: April 15, 2013

2013 Delinquent Rental Inspections- 3/18/13

2/20/13
4/9/13

<u>Name</u>	<u>Mailing address</u>	<u>City</u>	<u>Invoice</u>	<u>Amount</u>	<u>Parcel #</u>
REISIG, RYAN W	5120 EASY ST	NEWPORT MI 48166	CR123285	225.00	29-00318-002
GRIMES, RUBY & SAMANTHA C	5814 KENWOOD LANE	PHOENIX AZ 85283	CR123290	300.00	49-00002-000
TARTARIAN, VAROUJAN & JULIE	14419 JONATHON	MONROE MI 48161	CR123308	225.00	69-00544-057
YDAS, KRAIG A & DEBRA Y	3510 N DIXIE HWY	MONROE MI 48162	CR123309	300.00	69-00618-000 void
DICKERSON, ELLA L	230 ALMYRA AVE	MONROE MI 48161	CR123333	300.00	49-00061-000
RAISIN VALLEY INVESTMENT PROP	227 OAKWOOD ST	MONROE MI 48162	CR123390	300.00	49-01227-000
RAISIN VALLEY INVESTMENT PROP	227 OAKWOOD ST	MONROE MI 48162	CR123391	300.00	49-01227-000
RAISIN VALLEY INVESTMENT PROP	227 OAKWOOD ST	MONROE MI 48162	CR123392	300.00	49-01227-000
RAISIN VALLEY INVESTMENT PROP	227 OAKWOOD ST	MONROE MI 48162	CR123393	300.00	49-01227-000
RAISIN VALLEY INVESTMENT PROP	227 OAKWOOD ST	MONROE MI 48162	CR123394	300.00	49-01227-000
JSC HOLDINGS COMPANY, LLC	135 OAK ST	TOLEDO OH 43460	CR123535	300.00	29-00112-000
JSC HOLDINGS COMPANY, LLC	135 OAK ST	TOLEDO OH 43460	CR123535	300.00	29-00112-000
JSC HOLDINGS COMPANY, LLC	135 OAK ST	TOLEDO OH 43460	CR123536	300.00	29-00112-000
JSC HOLDINGS COMPANY, LLC	135 OAK ST	TOLEDO OH 43460	CR123537	300.00	29-00112-000
GATES, RUBY	14422 CARDINAL DR	MONROE MI 48161	CR123670	225.00	49-00543-000
ROSE, RAYMOND W	4240 WDUNBARRD	MONROE MI 48161	CR123732	300.00	29-00161-000
RODICH, MICHAEL	PO BOX 117	MONROE MI 48161	CR123753	225.00	49-00768-000
ROCISH, MICHAEL	PO BOX 117	MONROE MI 48161	CR123754	225.00	49-00768-000
BONNEAU, RICHARD & KATHLEEN	12036 S CUSTER RD	DUNDEE MI 48131	CR123764	225.00	59-01220-000 void
BONNEAU, RICHARD & KATHLEEN	12036 S CUSTER RD	DUNDEE MI 48131	CR123765	225.00	59-01220-000 void
BONNEAU, RICHARD & KATHLEEN	12036 S CUSTER RD	DUNDEE MI 48131	CR123766	225.00	59-01220-000 void
MUNCEY, WILLIAM A	15080 PEACH TREE LN	MONROE MI 48161	CR123773	300.00	69-00333-165
KNEZEVICH, PAUL (LC)	1014 E FRONT ST	MONROE MI 48161	CR123849	225.00	49-01028-000
COPI, ROBERT S & JANICE	3266 KELLY RD	LASALLE MI 48145	CR123859	300.00	19-00274-199

\$6525.00
5,550.00 4/9/13



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Resolution spreading the expenses of blight removal on the 2013 Summer Tax Roll.

DISCUSSION: By Charter, those blight removal expenses that are not paid are spread against those parcels on the 2013 Summer Tax roll.

This resolution authorizes the City Assessor to spread same.

CITY MANAGER RECOMMENDATION:

- For *JM Scam*
 For with revisions or conditions
 Against
 No Action Taken/Recommended

APPROVAL DEADLINE: N/A

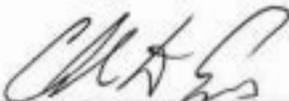
REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

Recommending the attached resolution be adopted and the unpaid blight removal invoice charges be placed upon the Summer 2013 Tax Roll.

REASON AGAINST:

INITIATED BY: City Treasurer' Office



Charles D. Evans, City Clerk/Treasurer

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City

Account Number

Amount

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

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: C. Evans



DATE: April 09, 2013

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: April 15, 2013

R E S O L U T I O N

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

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

5 **WHEREAS**, a public hearing was held on April 15, 2013 for the purpose of reviewing, and
6 hearing objections to, the propriety of said special assessment upon the 2013 tax roll; and.

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

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

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

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

17 Dated: April 15, 2013

4/9/13

<u>Name</u>	<u>Property Address</u>	<u>City</u>	<u>Invoice No</u>	<u>Parcel Number</u>	<u>Total Due</u>
FLETCHER, JAMES & WANDA	1833 BAYVIEW DR	MONROE	0000159768	49-00184-000	4,450.84
APOSTOLIC HOUSE OF PRAYER	1304 E FIRST ST	MONROE	0000159787	49-00006-000	288.87
BANK OF AMERICA N A	311 MAPLE BLVD	MONROE	0000159930	59-01389-000	489.12
EADS, PAUL L	1101 E FRONT ST	MONROE	0000159957	49-01016-000	1,278.91
KEMPLER, REBECCA & HAROLD	1002 E SIXTH ST	MONROE	0000160029	49-01330-000	568.43
MAYFIELD, AMANDA P	1020 HUMPHREY ST	MONROE	0000160030	49-01059-000	804.52
FRATERNAL ORDER OF EAGLES	445 N DIXIE HWY	MONROE	0000160217	59-01890-000	1,462.42
HARBOUR PORTFOLIO VII LP	221 JEROME ST	MONROE	0000160360	49-00722-000	391.67
AGUILERA, MARTIN & MICHAELENE	520 ALMYRA AVE	MONROE	0000160423	49-00416-000	1,643.96
SHAFFER, CLAUDE & C COUSINO	803 E ELM AVE	MONROE	0000160428	59-01416-000	50.05
METLIFE HOME LOANS	518 W EIGHTH ST	MONROE	0000160453	19-00305-000	256.54
DETROIT SPECIALTY HOMES, LLC	217 WINCHESTER ST	MONROE	0000160454	49-01158-000	675.88
JPMORGAN CHASE BANK	612 W EIGHTH ST	MONROE	0000160471	19-00109-000	1,062.00
RAISIN VALLEY INVESTMENT PROP, L	424 WINCHESTER ST	MONROE	0000160735	49-01227-000	129.36
METLIFE HOME LOANS	518 W EIGHTH ST	MONROE	0000160736	19-00305-000	169.55
LYLES, ROBERT	1270 E FIRST ST	MONROE	0000160737	49-00005-000	332.32
FEDERAL HOME LOAN MORTGAGE CORP	324 ADAMS ST	MONROE	0000160738	19-00334-000	309.44
TREDWAY, ANDREW	314 HALF ST	MONROE	0000160739	49-00741-001	332.32
BRADEN, BRENDA A	315 BORGESS AVE	MONROE	0000160740	69-01428-000	332.32
BARKWAY, MABEL (LE)	465 RIVERVIEW AVE	MONROE	0000160741	59-01209-000	291.82
METLIFE HOME LOANS	518 W EIGHTH ST	MONROE	0000160880	19-00305-000	192.61
HEIDEN GERALD M & DEBORAH A	473 N MACOMB ST	MONROE	0000161509	69-01225-000	226.85
JONES, HEATHER & DONALD	522 W SIXTH ST	MONROE	0000160592	19-00482-000	103.99
KINNEAR, JAMES & JULIE	423 W FIFTH ST	MONROE	0000161242	29-00060-056	95.36
VERES, ERNEST B III	1116 FRANKLIN ST	MONROE	0000161467	49-01088-000	171.63

16,110.78

4/9/13



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: INSTALLATION OF NEW PUBLIC STORM SEWER – LAVENDER STREET BETWEEN CALKINS AND HENDRICKS – SPECIAL ASSESSMENT RESOLUTION NUMBER 2 – SEWER SAD 234

DISCUSSION: As a part of the approved 2013-14 Capital Improvements Program (CIP), the Engineering Department will be reconstructing Lavender Street between Calkins Street and Hendricks Drive during 2013. This work will involve complete removal of the existing thin asphalt surface and underlying concrete base and corresponding replacement in 8" concrete, along with the typical replacement of adjacent drive approaches and sidewalk ramps as needed. Like many streets in the City, including others in this adjacent neighborhood, most of this block of Lavender Street lacks available storm sewer, as the mid-block portion of the street is graded toward the east-west cross streets where runoff is directed to inlets and their associated underground conveyance. As a result, the homes on the east side of the street do not have access to any storm sewer with which to connect clear water drains such as sump pumps, roof drains, rear yard basins, etc. While a storm sewer presently exists in an easement along the rear lot lines of the homes located on the west side of the street in this area, based on the existence of some roof drain discharge lines toward the roadway instead and testimony from other residents, we have reason to believe that most residents on this side of the roadway are not using this existing line and could still benefit from access to a storm sewer in the roadway. The installation of storm sewers in areas presently lacking them such as this will provide a readily available outlet for residents to connect any such clear water drains in lieu of the sanitary sewer, which in turn minimizes the risk of sanitary system surcharges during wet weather events due to the contribution of these private conveyances.

Obviously, with the complete reconstruction of the roadway, now is an opportune time to install a new storm sewer along with the associated house leads at minimum cost. Under the present design, a new 15-inch diameter storm sewer would connect to the existing Ives Drain at Calkins Street, and will be installed down the center of the roadway, with a lead for each property installed and capped two (2) feet behind the curb for ease of future use. The City Charter provides for both the installation of public storm sewers at the discretion of the City Council and provides for recovery of most of the cost by a Special Assessment against the benefiting properties. On sanitary sewer projects, by Charter, a minimum of one-sixth of the project costs are borne by the Wastewater Fund, and recently this same percentage has been provided by the City General Fund for storm sewer projects, with the remaining share of the costs divided among the benefiting properties on a per lot basis. It should be noted that due to relatively equal benefit between properties, the total assessable costs will be divided evenly between each of the properties in the district with frontage on the storm sewer. The corner lots on both sides of the street, and one additional lot on the west side have been omitted from the proposed district, as they already have ready access to an existing storm sewer (or a catch basin) in their respective front yards.

The Engineering Department hosted an informational meeting attended by residents representing four (4) of the properties on April 8, and forwarded the handouts from this meeting (which are also attached here) to the residents via mail that were unable to attend. Based on very favorable bid pricing and performance of the 2012 Concrete Paving Program contractor, G.V. Cement, and their willingness to commence this work as soon as we are ready, we have carried through last year's pricing for common items, and obtained a quotation from the contractor, G.V. Cement, for unique items not in the previous contract. Since their quoted prices are reasonable and it is unlikely we could secure significantly better pricing by bidding this project separately, we intend to recommend awarding the work to them as a change order to the City Council at the end of the Special Assessment process.

IT IS RECOMMENDED that the attached Resolution 2 be adopted, and that the public hearing be scheduled for May 6, 2013 at 7:30 P.M. in the City Council Chambers.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible.

REASON FOR DEADLINE: The design is completed and we have lined up a contractor that is ready to begin work as soon as the Special Assessment District process is completed, which could be as early as May 20 if there are no significant objections.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Engineering Department, Wastewater Department, adjacent property owners and residents

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$360,000*
	Cost of This Project Approval	\$N/A
	Related Annual Operating Cost	\$N/A
	Increased Revenue Expected/Year	\$N/A

*Funding request listed in the 2013-14 CIP for entire project, including roadway work and other items that have not been considered to be a part of the Special Assessment District but are generally considered to be City costs.

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

Budget Approval: 

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 04/09/13

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: April 15, 2013

RESOLUTION NUMBER 2

WHEREAS, the plat, plan, diagram, grade, and specifications for the construction of a storm sewer of adequate size and associated service leads to service some or all of the properties located adjacent to Lavender Street between Calkins Street and Hendricks Drive, together with a map of the assessment district, therefore, are now on file with the City Clerk-Treasurer for public inspection and examination, which district is described as follows:

Commencing at the westerly right-of-way line of Lavender Street (66' RW) and the southerly right-of-way line of Hendricks Drive (80' RW):

thence, South 67° 02' 30" East 66.00 feet;

thence, South 22° 18' 00" West 70.00 feet; to the Point of Beginning;

thence, South 67° 02' 30" East 112.84 feet;

thence, South 22° 33' 36" West 65.00 feet;

thence, South 67° 02' 30" East 69.37 feet;

thence, South 22° 33' 36" West 802.11 feet;

thence, North 67° 42' 00" West 178.60 feet;

thence, North 22° 18' 00" East 18.36 feet;

thence, North 67° 42' 00" West 245.00 feet;

thence, North 22° 18' 00" East 240.00 feet;

thence, South 67° 42' 00" East 14.50 feet;

thence, North 22° 18' 00" East 480.00 feet;

thence, South 67° 42' 00" East 230.50 feet;

thence, North 22° 18' 00" East 133.20 feet;

to the Point of Beginning.

THEREFORE, BE IT RESOLVED, that the Council accept the estimated cost of such improvement at \$39,286.00 as reported by the City Engineer; that the estimated period of usefulness

of the improvement will not be less than fifteen (15) years; and that the City of Monroe Local Street Fund shall pay \$6,560.76 of the costs, which represents a one-sixth (1/6) share of the assessable storm sewer project work; and

BE IT FURTHER RESOLVED, that on Monday, May 6, 2013 at 7:30 P.M. Local Time, at the Council Chambers, the Council will hear comments on the proposed improvement, plans, specifications, amount to be paid by the City and also review and hear objections to the special assessment above delimited; and

BE IT FURTHER RESOLVED, that there be raised by special assessment upon the land and premises within the above described Sewer Special Assessment District No. 234 for the construction of a storm sewer of adequate size and associated service leads to service some or all of the properties located adjacent to Lavender Street between Calkins Street and Hendricks Drive, the sum of \$32,725.24; and

BE IT FURTHER RESOLVED, that upon the adoption of the district and the estimate by this Council, that the City Clerk-Treasurer report the aforesaid special assessment to the City Assessor of said City, who shall make a special assessment roll, and levy as a special assessment therein upon each lot or parcel of land so reported to him, and against the persons chargeable therewith, if known, the whole amount of all charges so directed, as aforesaid, to be levied upon each of such lots or premises respectively; and when complete, he shall report the assessment to this Council; that such special assessment shall be made and levied according to the benefits revised, and that he shall assess upon each lot or parcel of land such relative proportion of the whole sum to be levied, as shall be proportionate to the estimated benefit resulting to such lot or parcel of land from the improvement.

PUBLIC INFORMATIONAL MEETING OUTLINE

New Public Storm Sewer – Lavender Street – Calkins to Hendricks – SAD #234

3:00 P.M.

Monday, April 8, 2013

● Project Background / Conception

- This neighborhood was constructed without proper rear yard drainage in most cases, and storm sewers were installed only when needed to drain street area
- Only a short section of 15" storm exists on the north end of this block
- Rear yard storm sewer is present behind homes on west side of street, but appears most are not using for their properties
- Surveys in spring 2012 indicated general desire for some sort of project in this area, not clear consensus on hooking up to homes as a part of project
- Primary objective is to allow residents a mechanism to solve any issues they have on their own now or in the future
- By City Ordinance, any new mains are installed by Special Assessment District (City is actually providing main line in this case at City cost)

● Assessment Procedure

- Resolution #1 passed April 1, 2013
- Engineering prepares plans
- Informational Meeting held April 8, 2013
- Resolution #2 – To be placed on City Council agenda for April 15, 2013
- Public Hearing on necessity of the project – May 6, 2013
- Resolution #3 (declaration of necessity) – tentatively set for May 6, 2013
- Recommending to Council to add as Change Order to 2012 Concrete Paving Program
- Resolution #4 – May 6, 2013 (tentative – will be delayed if project is bid instead)
- Public Hearing on distribution of assessable costs – May 20, 2013 (tentative)
- Resolution #5 – May 20, 2013 (tentative)
- Construction – June / July 2013 (tentative)

● Proposed Design

- New 15" storm to tap Ives Drain (36") at Calkins, run north to 3 lots south of Hendricks
- Wyes and leads to be installed to serve each lot, capped behind curb for future use
- One lot (908) will be tapped into inlet, one lot (918) tap existing 15" storm in west terrace
- Corner lots not included in district (all already have direct storm access on their side)
- Special Assessment benefit proposed on a per lot basis, since lot sizes roughly equal and each lot will have access for sump pumps, yard drains, roof drains, etc.
- Roadway to be reconstructed at same time, all at City cost
- Intent is to complete storm work ahead of roadway, provide adequate storm conveyance for residents to make their own decisions on usage, as simple a project as possible
- City pays 1/6 of cost per ordinance, plus any additional amount determined by Council (in this case Engineering proposing to pay ALL costs of mainline pipe and structures)

● Estimated Costs

- Total \$39,286
- City (1/6 share of remaining – ordinance) \$ 6,561
- Property Owners (remaining) \$32,725 (\$1,259 per lot)
- Assessments can be spread over 10 years, with interest set at about 1% over the rate available for the City to borrow funds.

● Questions and Answers

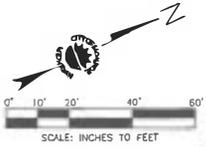
LAVENDER RECONSTRUCTION & STORM SEWER INSTALLATION - S.A.D. #234				ENGINEER'S ESTIMATE	
ITEM NO.	DESCRIPTION	NO. OF UNITS	UNITS	UNIT PRICE	COST
1	R&D CONCRETE PAVEMENT & APPROACH	4298.8	SYD	\$ 7.50	\$ 32,241.15
2	R&D SIDEWALK	553.5	SFT	\$ 1.10	\$ 608.89
3	R&D ROCK	5.0	CYD	\$ 15.00	\$ 75.00
4	R&D STRUCTURE	1.0	EA	\$ 450.00	\$ 450.00
5	ADJUST, CLEAN, & PLASTER STRUCTURE	6.0	EA	\$ 180.00	\$ 1,080.00
6	TAP EXISTING STRUCTURE	1.0	EA	\$ 350.00	\$ 350.00
7	TAP EXISTING 15" STORM SEWER	1.0	EA	\$ 350.00	\$ 350.00
8	F&I 2" DIA. STORM C.B. STRUCTURE	1.0	EA	\$ 1,100.00	\$ 1,100.00
9	F&I 6" DIA. STORM M.H. STRUCTURE	1.0	EA	\$ 1,800.00	\$ 1,800.00
10	F&I #1040 EAST JORDAN IRON WORKS CASTING	2.0	EA	\$ 430.00	\$ 860.00
11	F&I #7045 EAST JORDAN IRON WORKS CASTING	6.0	EA	\$ 480.00	\$ 2,880.00
12	F&I 6" PVC SDR 35 STORM SEWER	411.0	LFT	\$ 40.00	\$ 16,440.00
13	F&I 12" PVC SDR 35 STORM SEWER	23.0	LFT	\$ 42.00	\$ 966.00
14	F&I 15" PVC SDR 35 STORM SEWER	793.0	LFT	\$ 50.00	\$ 39,650.00
15	F&I 15"x6" PVC WYE	24.0	EA	\$ 545.00	\$ 13,080.00
16	SUBGRADE MANIPULATION	4298.8	SYD	\$ 4.50	\$ 19,344.60
17	F&I 8" CONCRETE PAVEMENT WITH INTEGRAL CURB	3635.4	SYD	\$ 30.50	\$ 110,880.31
18	F&I 6" CONCRETE PAVEMENT & APPROACH	663.4	SYD	\$ 30.00	\$ 19,902.00
19	F&I 6" CONCRETE ADA RAMP	496.2	SFT	\$ 12.00	\$ 5,954.64
20	F&I 36A BITUMINOUS HAND PATCHING	15.0	TON	\$ 170.00	\$ 2,550.00
21	RECONNECT CURB DRAIN	2.0	EA	\$ 300.00	\$ 600.00
22	F&I CONTROL DENSITY BACKFILL	10.0	CYD	\$ 18.00	\$ 180.00
23	F&I MDOT 21A STONE	40.0	TON	\$ 18.00	\$ 720.00
24	TRAFFIC CONTROL	1.0	LS	\$ 1,000.00	\$ 1,000.00
25	SITE RESTORATION	1.0	LS	\$ 1,500.00	\$ 1,500.00
				CONSTRUCTION	\$ 274,562.59
				CONSTRUCTION	\$ 274,562.59
				CONTINGENCIES	\$ 41,184.39
				ENGINEERING	\$ 41,184.39
				PROJECT TOTAL	\$ 356,931.37
				P.O. CONSTRUCTION	\$ (32,725.24)
				CITY CONSTRUCTION	\$ 324,206.13

LAVENDER P.O. COST - S.A.D. #234				ENGINEER'S ESTIMATE	
ITEM NO.	DESCRIPTION	NO. OF UNITS	UNITS	UNIT PRICE	
1	TAP EXISTING STRUCTURE	1.0	EA	\$ 350.00	\$ 350.00
2	TAP EXISTING 15" STORM SEWER	1.0	EA	\$ 350.00	\$ 350.00
3	F&I 6" PVC SDR 35 STORM SEWER	411.0	LFT	\$ 40.00	\$ 16,440.00
4	F&I 15"X6" PVC WYE	24.0	EA	\$ 545.00	\$ 13,080.00
				CONSTRUCTION COST	\$ 30,220.00
				CONSTRUCTION CONTINGENCIES	\$ 4,533.00
				ENGINEERING	\$ 4,533.00
				PROJECT TOTAL	\$ 39,286.00
				1/6 SUBTRACTED BY CITY	\$ (6,560.76)
				P.O. TOTAL COST	\$ 32,725.24

PARCEL ID	PROPERTY ADDRESS	OWNER NAME	OWNER MAILING ADDRESS	OWNER CITY , STATE, ZIP	LOTS	ASSESSMENT
69-00544-345	702 LAVENDER ST	ROSENBERGER, DAVID & AMY	702 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-344	708 LAVENDER ST	HOWARD, KENETH E & TATIANA	708 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-359	709 LAVENDER ST	BRIGGS, PHILLIP C & KATHLEEN A (TR)	709 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-343	716 LAVENDER ST	BICA, JAMES & BONNIE	716 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-360	717 LAVENDER ST	HARRINGTON, GEOFFREY M SR	717 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-342	722 LAVENDER ST	BEEKER, LARRY & SHARON	722 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-361	723 LAVENDER ST	POWNALL, MARK & JOLENE	723 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-341	728 LAVENDER ST	PETERS, JEREMY J	728 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-362	729 LAVENDER ST	DIETRICH, VIRGINIA L (TR)	729 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-340	734 LAVENDER ST	WARD, JENNIE	734 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-363	735 LAVENDER ST	HAGEN, COLLEEN I (ETAL) TERESA TEAGUE	1433 MACOMB ST	MONROE, MI 48162	1	\$1,258.66
69-00544-339	804 LAVENDER ST	BLACK, JO ANN	PO BOX 1603	MONROE, MI 48162	1	\$1,258.66
69-00544-364	805 LAVENDER ST	CLARK, LLOYD J & PAMELA J	805 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-338	808 LAVENDER ST	SAUER, JUSTIN	808 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-365	809 LAVENDER ST	CAROLLO, MARK & SUSAN	809 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-337	816 LAVENDER ST	HORCHNER, STEVEN	816 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-366	817 LAVENDER ST	WILKINSON, BRANDON G & KRISTEN R	817 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-336	822 LAVENDER ST	MILLER, LARRY & ANNETTA	822 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-367	823 LAVENDER ST	SIVWRIGHT, PAUL (TR)	823 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-335	826 LAVENDER ST	STELMACH, KEVIN & BARBARA A	826 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-368	829 LAVENDER ST	KOPP, MICHAEL R & JODIE L	829 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-334	832 LAVENDER ST	WOOD, JEREMY M & DAWN R	832 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-369	835 LAVENDER ST	ROOF, REBECCA	835 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-333	902 LAVENDER ST	TINNEL, ALAN D & LEANN E	902 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-370	905 LAVENDER ST	O'LEAR, MICHAEL & MARY	905 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-332	908 LAVENDER ST	NAVARRE, ROLLAND R	908 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
TOTAL FOR ALL PARCELS					26	\$32,725.24

COST PER RESIDENTIAL EQUIVALENT UNIT (REU) = \$1,258.66

LAVENDER ST (60' R/W)



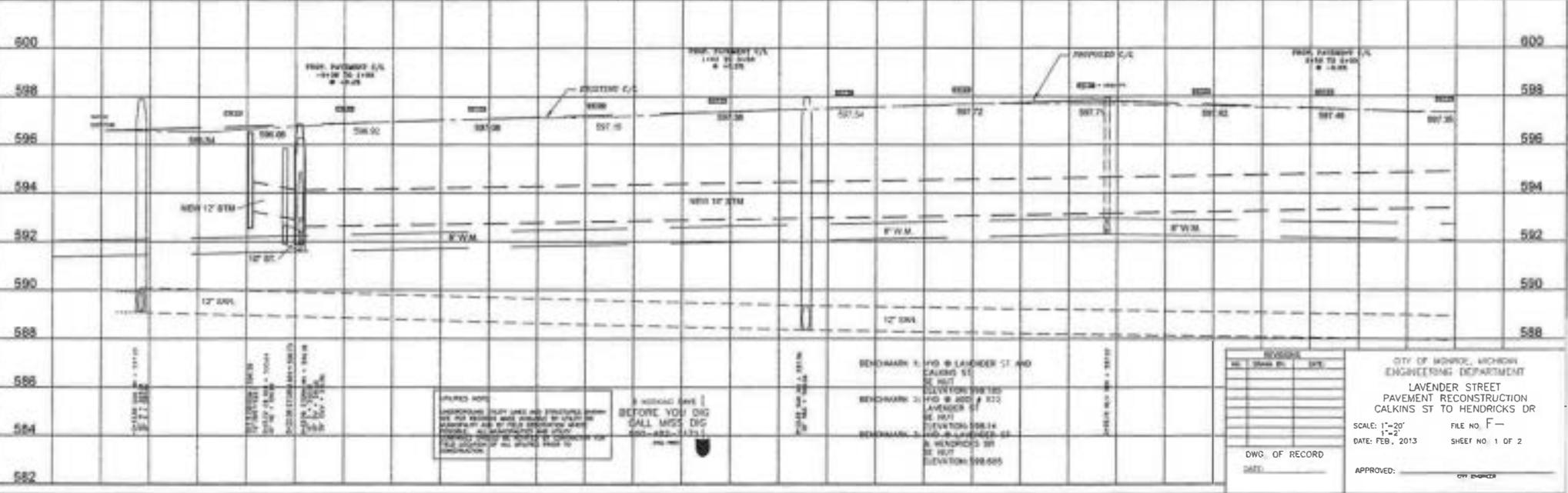
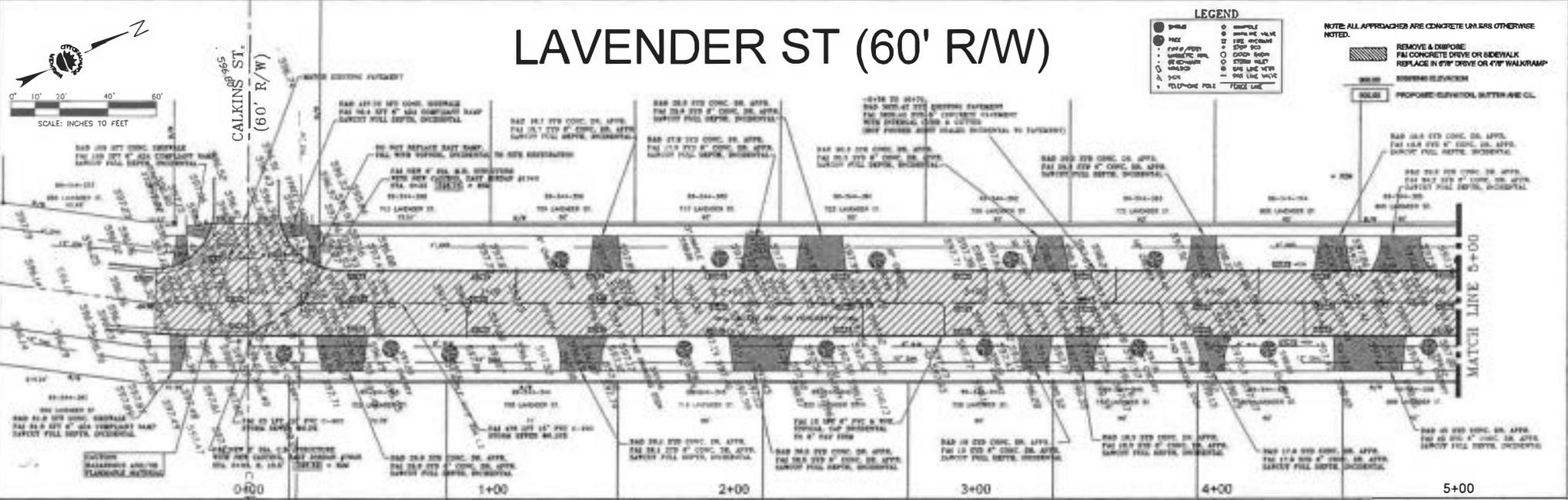
CALKINS ST.
(60' R/W)

LEGEND

●	3" DIA	○	12" DIA
○	6" DIA	○	18" DIA
○	8" DIA	○	24" DIA
○	10" DIA	○	30" DIA
○	12" DIA	○	36" DIA
○	14" DIA	○	42" DIA
○	16" DIA	○	48" DIA
○	18" DIA	○	54" DIA
○	20" DIA	○	60" DIA
○	22" DIA	○	66" DIA
○	24" DIA	○	72" DIA
○	26" DIA	○	78" DIA
○	28" DIA	○	84" DIA
○	30" DIA	○	90" DIA
○	32" DIA	○	96" DIA
○	34" DIA	○	102" DIA
○	36" DIA	○	108" DIA
○	38" DIA	○	114" DIA
○	40" DIA	○	120" DIA
○	42" DIA	○	126" DIA
○	44" DIA	○	132" DIA
○	46" DIA	○	138" DIA
○	48" DIA	○	144" DIA
○	50" DIA	○	150" DIA
○	52" DIA	○	156" DIA
○	54" DIA	○	162" DIA
○	56" DIA	○	168" DIA
○	58" DIA	○	174" DIA
○	60" DIA	○	180" DIA
○	62" DIA	○	186" DIA
○	64" DIA	○	192" DIA
○	66" DIA	○	198" DIA
○	68" DIA	○	204" DIA
○	70" DIA	○	210" DIA
○	72" DIA	○	216" DIA
○	74" DIA	○	222" DIA
○	76" DIA	○	228" DIA
○	78" DIA	○	234" DIA
○	80" DIA	○	240" DIA
○	82" DIA	○	246" DIA
○	84" DIA	○	252" DIA
○	86" DIA	○	258" DIA
○	88" DIA	○	264" DIA
○	90" DIA	○	270" DIA
○	92" DIA	○	276" DIA
○	94" DIA	○	282" DIA
○	96" DIA	○	288" DIA
○	98" DIA	○	294" DIA
○	100" DIA	○	300" DIA
○	102" DIA	○	306" DIA
○	104" DIA	○	312" DIA
○	106" DIA	○	318" DIA
○	108" DIA	○	324" DIA
○	110" DIA	○	330" DIA
○	112" DIA	○	336" DIA
○	114" DIA	○	342" DIA
○	116" DIA	○	348" DIA
○	118" DIA	○	354" DIA
○	120" DIA	○	360" DIA
○	122" DIA	○	366" DIA
○	124" DIA	○	372" DIA
○	126" DIA	○	378" DIA
○	128" DIA	○	384" DIA
○	130" DIA	○	390" DIA
○	132" DIA	○	396" DIA
○	134" DIA	○	402" DIA
○	136" DIA	○	408" DIA
○	138" DIA	○	414" DIA
○	140" DIA	○	420" DIA
○	142" DIA	○	426" DIA
○	144" DIA	○	432" DIA
○	146" DIA	○	438" DIA
○	148" DIA	○	444" DIA
○	150" DIA	○	450" DIA
○	152" DIA	○	456" DIA
○	154" DIA	○	462" DIA
○	156" DIA	○	468" DIA
○	158" DIA	○	474" DIA
○	160" DIA	○	480" DIA
○	162" DIA	○	486" DIA
○	164" DIA	○	492" DIA
○	166" DIA	○	498" DIA
○	168" DIA	○	504" DIA
○	170" DIA	○	510" DIA
○	172" DIA	○	516" DIA
○	174" DIA	○	522" DIA
○	176" DIA	○	528" DIA
○	178" DIA	○	534" DIA
○	180" DIA	○	540" DIA
○	182" DIA	○	546" DIA
○	184" DIA	○	552" DIA
○	186" DIA	○	558" DIA
○	188" DIA	○	564" DIA
○	190" DIA	○	570" DIA
○	192" DIA	○	576" DIA
○	194" DIA	○	582" DIA
○	196" DIA	○	588" DIA
○	198" DIA	○	594" DIA
○	200" DIA	○	600" DIA

NOTE: ALL APPROACHES ARE CONCRETE UNLESS OTHERWISE NOTED.

	REMOVE & DISPOSE PAV CONCRETE DRIVE OR SIDEWALK REPLACE IN 6" DRIVE OR 4" WALKRAMP
	EXISTING ELEVATION
	PROPOSED ELEVATION
	PROPOSED SUBGRADE



**BEFORE YOU DIG
CALL MISS DIG**
800-482-4321

- BENCHMARK 1: 1/2" @ LAVENDER ST AND CALKINS ST
- BENCHMARK 2: 1/2" @ 100' @ 112' LAVENDER ST
- BENCHMARK 3: 1/2" @ 100' @ 112' LAVENDER ST
- BENCHMARK 4: 1/2" @ 100' @ 112' LAVENDER ST

NO.	DATE	BY

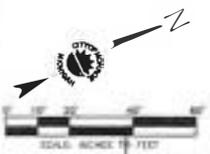
DWG. OF RECORD
DATE: _____

CITY OF MONROE, LOUISIANA
ENGINEERING DEPARTMENT
LAVENDER STREET
PAVEMENT RECONSTRUCTION
CALKINS ST TO HENDRICKS DR

SCALE: 1"=20'
1"=2'
DATE: FEB. 2013

FILE NO. F-
SHEET NO. 1 OF 2

APPROVED: _____
OFF CHARGE



LEGEND

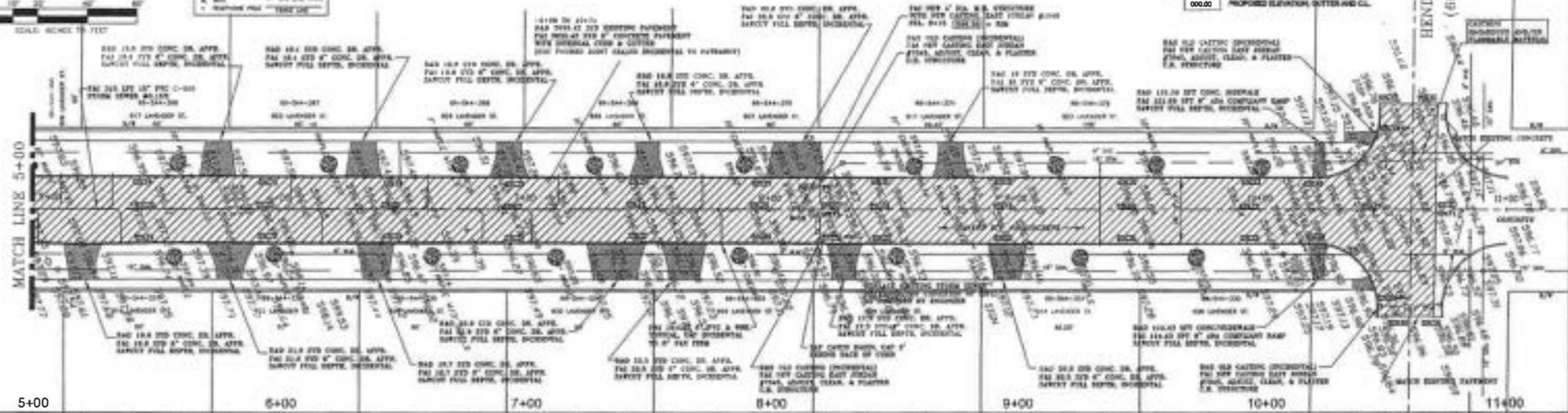
Symbol 1	Symbol 2	Symbol 3	Symbol 4
Symbol 5	Symbol 6	Symbol 7	Symbol 8
Symbol 9	Symbol 10	Symbol 11	Symbol 12
Symbol 13	Symbol 14	Symbol 15	Symbol 16

LAVENDER ST (60' R/W)

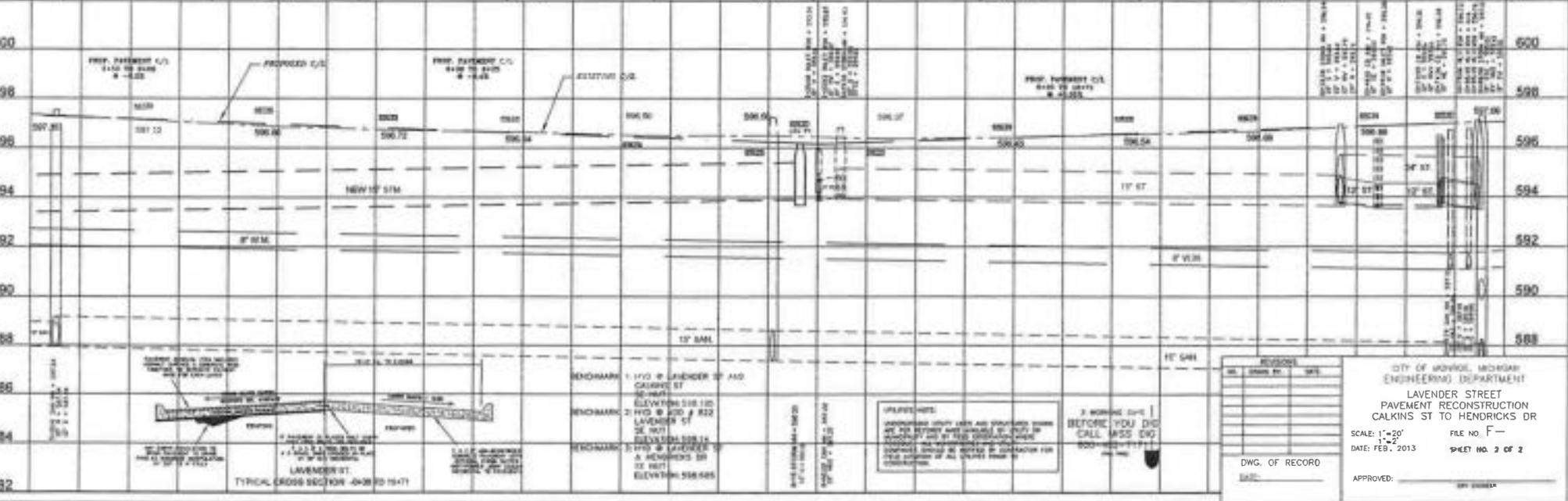
NOTE ALL APPROACHES ARE CONCRETE UNLESS OTHERWISE NOTED

REMOVE & DISPOSE
 1" CONCRETE DRIVE OR BICYCLEWALK
 REPLACE IN 8" DRIVE OR 4" WALKRAMP

EXISTING ELEVATION
 PROPOSED ELEVATION, CENTERLINE CL.



5+00 6+00 7+00 8+00 9+00 10+00 11+00



NO.	DATE	BY	CHKD.

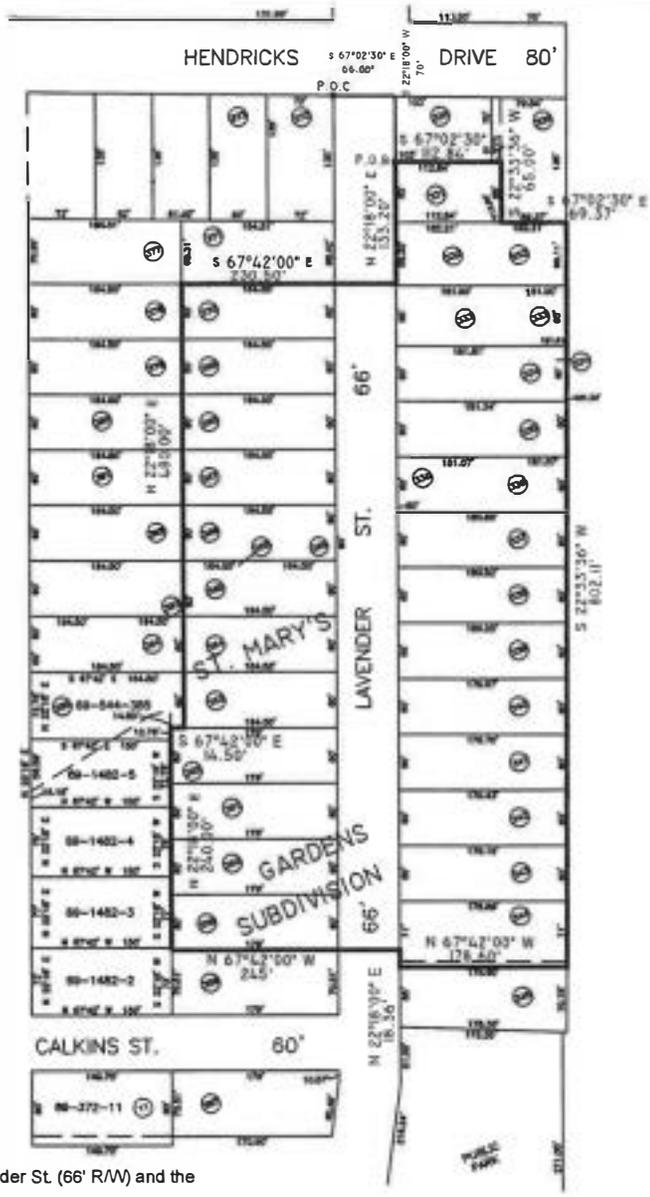
CITY OF MINNAPOLIS ENGINEERING DEPARTMENT
 LAVENDER STREET
 PAVEMENT RECONSTRUCTION
 CALKINS ST TO HENDRICKS DR

SCALE: 1"=20'
 DATE: FEB. 2013

FILE NO. F-
 SHEET NO. 2 OF 2

DWG. OF RECORD
 DATE: _____

APPROVED: _____



STORM SEWER S.A.D NO. 234
 Commencing at the westerly right-of-way of Lavender St. (66' R/W) and the southerly right-of-way of Hendricks Dr. (80' R/W);
 thence S 67°02'30" E 66.00 feet;
 thence S 22°18'00" W 70.00 feet to the point of beginning;
 thence S 67°02'30" E 112.84 feet;
 thence S 22°33'36" W 65.00 feet;
 thence S 67°02'30" E 69.37 feet;
 thence S 22°33'36" W 802.11 feet;
 thence N 67°42'00" W 178.60 feet;
 thence N 22°18'00" E 18.36 feet;
 thence N 67°42'00" W 245.00 feet;
 thence N 22°18'00" E 240.00 feet;
 thence S 67°42'00" E 14.50 feet;
 thence N 22°18'00" E 480.00 feet;
 thence S 67°42'00" E 230.50 feet;
 thence N 22°18'00" E 133.20 feet to the point of beginning.

REVISIONS		
NO.	DRAWN BY:	DATE:

CITY OF MONROE, MICHIGAN
 ENGINEERING DEPARTMENT
 LAVENDER ST.
 STORM SEWER
 SPECIAL ASSESSMENT DISTRICT NO. 234
 SCALE: 1"=200' FILE NO. A-XXX
 DATE: MARCH., 2013 SHEET NO. 1 OF 1

DWG. OF RECORD
 DATE: _____

APPROVED: _____
 CITY ENGINEER



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: BUCKET TRUCK EMERGENCY REPAIRS

DISCUSSION: The Department of Public Services maintains two (2) different aerial lift vehicles in our regular operations. One, the Forestry Crew's "Hi-Ranger" is in near-daily use for tree trimming and removal operations. The second, an electrical bucket truck, is used fairly regularly for signal work (including emergency bulb replacements, repairs, etc.) and other tasks where overhead work is needed within its 42-foot range. Within the last week, the unit was found to have air was leaking through two of the hydraulic hoses, causing the unit to be inoperable in lifting.

There are a very limited number of truck maintenance facilities that are able to perform repairs on heavy-duty specialty equipment to the general public, with only one in Michigan to our knowledge. As a result, we typically work with this vendor, Cannon Truck Equipment of Shelby Township, on any required service needs. In this case as well, we had delivered the equipment for service, and they have returned with a quotation (attached) in the amount of \$5,890.74, after performing some disassembly of the unit to determine the magnitude of the needed repairs.

Though this cost is above the threshold where competitive bids are normally required, this unit is potentially important for our emergency response activities with signals and other overhead items, and a delay due to formal bid advertisement would result in the unit being out of service for several more weeks, not to mention the additional inconvenience with having to reassemble the unit and deliver it to multiple additional vendors for pricing, particularly given the fact that we are not aware of any other qualified vendors in-state. After consultation with the City Manager and Finance Director on April 9, it has been determined that repairs should proceed immediately on an emergency basis, and that confirming Council approval of the work should be sought as soon as possible.

IT IS RECOMMENDED that the previously-issue emergency purchase order be affirmed to Cannon Truck Equipment in the amount of \$5,890.74, and that the **competitive bidding process** be waived for these **repairs**.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: This vehicle is essential to operations including emergency response, is completely inoperable for its intended use, and should be serviced as soon as possible

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

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

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$5,890.74
	Cost of This Project Approval	\$5,890.74
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:	<u>City</u>	Account Number	Amount
	General Contract Services	641-60.521-818.020	\$5,890.74

Other Funds

*Includes contingencies

Budget Approval: 

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 04/09/13

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: April 15, 2013



CANNON
truck equipment

METRO DETROIT
51761 Danview Technology Ct.
Shelby Twp, MI 48315
Ph: (586) 991-0054
Fx: (586) 991-0074

Q U O T A T I O N
=====
Quote No. S18945

STATE REG NO: F151568
DEALER LICENSE NUMBER: B6542

Page 1

Customer: 2238
CITY OF MONROE
DEPT OF PUBLIC WORKS
222 JONES AVE.
MONROE MI 48161

: Quote Date
: Expire Date
N30: Terms
: Delivery

Contact: SHANA

Phone: 734-243-0700

Fax: 734-243-8683

VERSALIFT
SERIAL#-DR010189

-CONCERN:
-BUCKET THROTTLE STICKS

DIASGNOSIS/QUOTE:

-BOOM SLIDE PADS EXCESSIVELY WORN
-CAUSING DAMAGE AND BINDING IN CAT TRACK ASSEMBLY
-DAMAGING AIR LINE BUNDLE CAUSING BUCKET THROTTLE TO STICK
-DAMAGE TO (2) 1/4" HYDRAULIC HOSE 60' APIECE

***NEEDS-

_R/R BOOM ASSEMBLY
-REPLACE CAT TRACK ASSEMBLY
-REPLACE UPPER AND LOWER SIDE PADS
-REPLACE 120' OF HYDRAULIC HOSE (2- 60' IN BOOM ASSEMBLY)
-REPLACES 12' OF HYDRAULIC HOSE (2- 6' HOSES BUBBLED)
-RESEAL HYDRAULIC CYLINDER (IF NEEDED)

***PARTS AND LABOR.....\$5890.74

QUOTE ACCEPTED AS AN ORDER _____ DATE _____ TRUCK INFO: _____

GOODS ARE SOLD ONLY WITH SUCH WARRANTIES AS MAY BE EXTENDED BY MANUFACTURER OF THE PRODUCT. WE MAKE NO OTHER WARRANTY & THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY. SALES TAX NOT INCLUDED IN ABOVE PRICE.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: PURCHASE OF MOSQUITO LARVICIDE TABLETS AND DETENTION POND PELLETS

DISCUSSION: The Department of Public Services has traditionally conducted mosquito control efforts for the City. An essential component of the mosquito control plan is larvicide application in storm sewer catch basins throughout the City, and there are over 2,000 of these within the City storm sewer system. The product which we have utilized in the past and has proven to be effective is the Altosid XR briquette. When placed in catch basin sumps, this product has an effective life of 150 days and therefore provides larvicide control for the entire spring/summer mosquito season. The product is distributed exclusively in the Midwest by Clarke Mosquito Control Products, Inc. of Roselle, Illinois and is a sole source item. The briquettes cost \$666.60 per case and we will require approximately eleven (11) cases this year for a total cost of \$7,332.60. In addition, throughout the year it is also necessary to place pellets in various detention ponds and other low-lying areas within the jurisdiction of the City. These pellets are also purchased from Clarke Mosquito Control Products, and this year we require (4) cases at \$634.93 per case, for a total of \$2,539.72. Freight for the above order (quotation attached) is \$44.78. It should be noted that the above pricing is identical to that offered in 2012, with actually a small decrease in the freight cost. We are also ordering slightly less product than last year, due to having some remaining in stock from 2012. While both the current and proposed 2013-14 budgets do not include summertime spraying for adult mosquitoes, the Department of Public Services still highly recommends that the larvicide tablets and detention basin pellets be continued, as these products provide lasting protection, and do not require application by staff during overtime hours as the adult spraying does.

Lastly, you will note that the quotation form includes pricing for the Duet adult mosquito spray at a price of \$963.90 per case. We are not requesting approval for this product at this time. However, in many years the Monroe County Fair Association chooses to contract with City staff to perform adult spraying, and we believe this is likely to be the case in 2013. If so, the City typically will perform the work and bill the Fair Association for all labor, material, and equipment costs, and we will order this product on their behalf if desired under a separate purchase order.

IT IS RECOMMENDED that City Council approve the purchase of eleven (11) cases of larvicide briquettes and four (4) cases of pellets for detention ponds at a total cost of \$9,917.10 from the sole source, Clarke Mosquito Control Products, Inc., and that the Director of Engineering and Public Services be **authorized** to carry out the purchase.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: Application is planned for late April to early May

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: All City residents

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$9,917.10
	Cost of This Project Approval	\$ N/A
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:	<u>City</u>	Account Number	Amount
	DPS Operating Supplies	101-60.441-750.000	\$9,917.10

Other Funds

Budget Approval: 

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Dir. of Engineering and Public Services **DATE:** 04/09/13

REVIEWED BY: 

DATE:

COUNCIL MEETING DATE: April 15, 2013



// COPY //

110 E IRVING PARK RD
ROSELLE, IL 60172
U.S.A.
www.clarke.com
TOLL-FREE: 800-323-5727
PH: 630-894-2000
FAX: 630-894-1774
EMAIL: clarke@clarke.com

QUOTATION

B City of Monroe (M01980)
I Deborah Wilson
L 120 E. First Street
L
T Monroe, MI 48161
O 734-241-6800
734-384-9108

S City of Monroe Public Works
H Shana Hayter
I 222 Jones Avenue
P
T Monroe, MI 48161
O 313-241-6800

Address ID: 000000

Quotation #	Quote Date	Salesperson	Written by	Valid to
0002009540	04/08/13	Rob Cascioli	Stephanie Rodriguez - Sales Assoc.	12/31/13

Delivery Method	Terms
Freight Carrier	Net 30 Days

Item #	Item Description	Qty Ordered	Unit Price	Extended Price
11005	ABATE 5% PELLETS RESALE 44LB	4 cs	634.93/ cs	2,539.72
11726	DUET 2X2.5GAL	1 cs	963.90/ cs	963.90
11010I	ALTOSID XR INGOT	11 cs	666.60/ cs	7,332.60

Freight Charge	44.78
Order total	10,881.00
Total	10,881.00

* For your convenience we also accept Visa and MasterCard

*** Please Note: Clarke will charge applicable sales taxes unless a valid exemption certificate is faxed to us at: 630-672-7439

Helping make communities around the world more livable, safe and comfortable.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: CDBG Sub-Recipient Agreement with the Monroe Housing Commission

DISCUSSION: In its Community Development Block Grant (CDBG) Annual Action Plan for fiscal year 2012-13, the City of Monroe approved a budget item for improving recreation opportunities in the City for low to moderate income individuals. Similar to the previous year, the Monroe Housing Commission approached City representatives about managing a Tot-Lot program at their Greenwood Apartments facility located at 500 Greenwood Avenue. The Monroe Housing Commission Tot-Lot program provides recreational opportunities such as sports, games, arts and crafts, and supervised play for children ages 5-12. The Monroe Housing Commission is better suited to organize a program internally for their residents, if the City can provide funding for the program. Therefore, the Monroe Housing Commission submitted a request for \$2,000.00 in CDBG funds.

The Monroe Housing Commission provides subsidized housing in the City for low to moderate income residents, and has determined that the likely program participants will all be eligible under the federal CDBG income guidelines. The CDBG funds will enable the Monroe Housing Commission to hire a seasonal staff person to supervise the Tot-Lot and purchase basic supplies. The City also provides resource materials and supplies through the existing Tot-Lot program. Receiving CDBG funds from the City allows the Monroe Housing Commission to pursue other funds to provide more positive recreational opportunities for the Greenwood residents.

According to CDBG regulations, in order to provide these funds the City must execute a sub-recipient agreement. This agreement establishes the scope of work and expenses for which the Monroe Housing Commission will be reimbursed, specifies records that must be kept, and incorporates other standard items required by federal CDBG regulations.

IT IS THEREFORE RECOMMENDED that City Council approve the proposed CDBG Sub-recipient Agreement with the Monroe Housing Commission for fiscal year 2012-13 and authorize City Manager to execute the agreement.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: May 20, 2013

REASON FOR DEADLINE: Sub-recipient agreement must be approved before the programming starts.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Economic and Community Development

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City of Monroe, Recreation Department, Monroe Housing Commission, Greenwood Residents

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 2,000.00
Cost of This Project Approval	\$ 2,000.00
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ 0.00

SOURCE OF FUNDS:

City

Account Number

Amount

Budget Approval: 

Other Funds

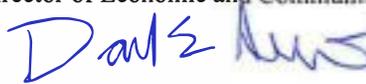
Community Development Block Grant

\$ 2,000.00

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

DATE: April 9, 2013

REVIEWED BY: George Brown, City Manager



DATE:

COUNCIL MEETING DATE: April 15, 2013

This COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUBRECIPIENT AGREEMENT (Agreement) is made and entered into this 22 day of March, 2013, by and between the CITY OF MONROE (City) and the MONROE HOUSING COMMISSION (Commission) as an expression of their mutual interest in working toward the provision of recreational programming for low to moderate income families within the boundaries of the City. The terms and conditions of this program follow, as do the responsibilities of the subrecipient and the City.

1. Statement of work The Monroe Housing Commission agrees that for the period of time from April 15, 2013 to September 15, 2013 they will be compensated an amount not to exceed **\$2,000.00** for the provision of services in the City of Monroe at the Greenwood Apartments, Monroe Housing Commission, located at 900 Greenwood Avenue. These funds are expected to be utilized by the Commission for the payroll expenses of providing staffing and materials for "Tot-Lot" recreational programming at the Greenwood, Monroe Housing Commission facility as described in Exhibit A. The program is a youth recreation program for low to moderate income families. The purpose of the program is to provide a positive, active, outdoor recreational experience for youth during the summer months. It is a free program offering children ages 5 through 12 an opportunity for safe supervised play. Activities will include daily offerings of creative crafts projects, games and athletic activities.

2. Records and reports The Monroe Housing Commission is expected to maintain records which support any and all costs associated with this agreement. These should include employee time sheets and hourly rates, invoices supporting eligible costs, and any other documents which serve as evidence that activities to be completed as part of this agreement have taken place.

In addition to the records anticipated to accumulate throughout the year, the Commission is also expected to submit a final report detailing its accomplishments relative to stated goals within sixty (60) days of the end of the program.

Upon the receipt of the final report, the City will complete its annual audit, as required by 24 CFR 85.40. This audit will include a site visit to the Commission and a review of records (any information pertaining to residents will remain confidential) to ensure proper recordkeeping, cost eligibility and compliance with all applicable requirements and regulations.

3. Program Income The Monroe Housing Commission and the City agree no activities associated with this agreement shall generate program income. The Commission will not charge fees for services provided as part of this agreement, and their only reimbursement will be the result of activities detailed in this agreement in the amount detailed in this agreement.

4. Uniform administrative requirements The Monroe Housing Commission agrees to comply with all applicable uniform administrative requirements, as described in 24 CFR 570.502, which are included as Attachment B.

5. Other program requirements The Monroe Housing Commission agrees to carry out each activity carried out as part of this agreement in compliance with all Federal laws and regulations described in 24 CFR 570.600, also referred to as Subpart K and included as Attachment C, except that:

a. The subrecipient does not assume the recipient's environmental responsibilities described at 24 CFR 570.604; and

b. The subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR part 52.

6. Suspension and termination In accordance with 24 CFR 85.43, suspension or termination may occur if the Monroe Housing Commission materially fails to comply with any term of the award, and the award may be terminated for convenience in compliance with 24 CFR 85.44.

7. Reversion of assets The Monroe Housing Commission will not receive any CDBG funds except as for costs eligible as part of this agreement. If for some reason at the expiration of the agreement, the Commission should have CDBG funds on hand, they shall be transferred to the City. The Commission is not to acquire any real property with CDBG funds.

8. Indemnification The Monroe Housing Commission, its successors and assigns, hereby agrees to indemnify, defend, and hold harmless the City and any of its representatives, elected or appointed officials, officers, or employees from and against any and all demands, claims, and damages to persons or property, losses and liabilities, including reasonable attorney's fees, arising out of or caused by the performance, preparation for performance or nonperformance of any provision of this agreement by the Commission.

Representatives of both the City and the Monroe Housing Commission have read this agreement, reviewed and understand the conditions and attachments detailed within, and are willing to carry out the agreement as described.

Sara Waldeck
Signature, Subrecipient representative

Signature, City representative

SARA WALDECKER Deputy Director
Name, Subrecipient representative

Name, City representative



CITY COUNCIL AGENDA FACT SHEET

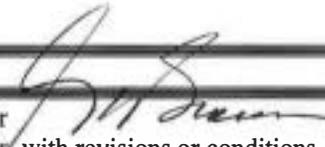
RELATING TO: Bids for the Demolition of the structures located at 424 Winchester Street.

DISCUSSION: Bids were opened on March 25, 2013 for the demolition of the structures located at 424 Winchester Street. The three lowest bids were received from Quality Construction of Michigan Incorporated (\$8,500.00), Universal Consolidated Enterprises (\$8,600.00) and International Construction (\$8,900.00).

After review of the bids it is recommended that the City Council award the above contact in the amount of \$8,500.00 to Quality Construction of Michigan Incorporated and that a total of \$12,500.00 be encumbered to include a contingency of \$4000.00 for any unforeseen costs associated with the demolition.

It is further recommended that the Mayor or Clerk Treasurer be authorized to sign the contract on behalf of the City of Monroe and that the Finance Director is authorized to transfer funds from General Fund Contingency to cover the contingency budget requested on the contract, if necessary.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: 4/15/13

REASON FOR DEADLINE: Council Meeting on this date.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Building Department

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$12,500.00
Cost of This Project Approval	\$12,500.00
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

<u>City</u>	Account Number	Amount
Demolition Service	273-65.730-818.030 (CDBG Funds)	\$12,500.00
		\$ N/A
		\$ N/A
<u>Other Funds</u>		\$ N/A
		\$ N/A
		\$ N/A
		\$ N/A

Budget Approval: 

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

DATE: 4/8/13

REVIEWED BY: Joseph A. Lehmann, Building Official 

COUNCIL MEETING DATE: 4/15/13

APPROVAL DEADLINE: 4/15/13

REASON FOR DEADLINE: Council Meeting on this date.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Building Department

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$12,500.00
Cost of This Project Approval	\$12,500.00
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

<u>City</u>	Account Number	Amount
Demolition Service	273-65.730-818.030 (CDBG Funds)	\$12,500.00
		\$ N/A
		\$ N/A
<u>Other Funds</u>		\$ N/A
		\$ N/A
		\$ N/A
		\$ N/A

Budget Approval: _____

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

DATE: 4/8/13

REVIEWED BY: Joseph A. Lehmann, Building Official

COUNCIL MEETING DATE: 4/15/13

424 Winchester Fact Sheet.

04/11/2005 Blight Violation.

10/12/2006 Blight Violation.

04/30/2007 Blight Violation.

05/14/2007 Rental Complaint.

6/13/2007 Performed Right of Entry Inspection

6/15/2007 Rental Housing right of entry on violation letter sent.

10/19/2009 Sent rental letter.

4/15/2011 Blight Violation.

5/31/2012 Rental Certificates expired

8/7/2012 Sent Property maintenance violation letter.

12/12/2012 Sent Demo order and posted structure Condemned with letter.

4/10/2013 Sent Show Cause Letter and posted structure with letter.

**BUILDING DEPARTMENT
CITY OF MONROE
RIGHT OF ENTRY WAIVER**

I, Buffy Williams, (owner, occupant, or person having charge, care, or control of this building or premises), located at 424 Winchester Apt 1 in the City of Monroe, hereby permit entry of Burt Weiss, Dave Tubbs, Frank Heywood who has presented proper credentials and requested permissions to enter upon said premises or building for the purpose of inspection and examination pursuant to the Michigan Building Code and/or The International Property Maintenance Code.

Complaints:

- Kitchen ceiling falling
- Light fixture in front bedroom
-

Owner name and phone number: Joseph Setten 777-1853

Complainant Signature: Buffy Williams

Phone number: 265-12338

Date: 10-13-07

Time: 2:15 pm

Office Use:

Inspector/s: _____

Date: _____

Time: _____

July 10, 2007

Joseph P. Selden
827 W. Fifth Street
Monroe, MI 48161

RE: 424 WINCHESTER STREET

Dear Mr. Selden:

A Right of Entry inspection was completed June 18, 2007 at 424 WINCHESTER STREET Apt 1. The following Violation(s) listed below shall be corrected within **60 days (10 days for Fire Detection)**. In the event that the owner or responsible local agent does not correct a violation, the designated enforcement officer shall revoke any existing certificate of compliance and may bring an action to seek the enforcement by any appropriate legal remedy.

SITE/BUILDING REQUIREMENTS:

1. Drywall ceiling has been reworked but not completed (without permit)
2. Missing smoke detectors
3. Cover plates on electrical switch and outlets missing
4. Missing heat register
5. Front steps deteriorating
6. Kitchen ceiling light fixture improperly installed

PLUMBING/MECHANICAL REQUIREMENTS:

1. None

ELECTRICAL REQUIREMENTS:

1. Missing switch cover and receptacle covers in various locations.
2. Properly mount kitchen light.
3. Laundry receptacle loose.
4. Panel installed without permit and inspections. SER cable not properly supported.
5. Need light on basement stairs.

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

Sincerely,

Franklin Haywood
Building Inspector

FH/lav

CC: Buffy Williams
File

Monday, October 19, 2009

SELDEN, JOSEPH P
827 W FIFTH ST
MONROE, MI 48161

Subject Property: 424 WINCHESTER ST

Dear: SELDEN, JOSEPH P

All rental properties in the City of Monroe are required to be registered and inspected. The subject property does not have a current Certificate of Compliance. According to City of Monroe, Ordinance 96-003, all rental properties shall have a valid Certificate of Compliance. Failure to obtain a Certificate of Compliance will result in a fine of \$100 for the first offense which will increase to \$250 and then \$500 for each day after that. This could also result in an order to vacate the properties.

Please contact the Building Department within 7 days (10/19/2009) to schedule an inspection and obtain a valid Certificate of Compliance.

Please contact our office at 734-384-9186 to schedule your inspection.

Thank you,

City of Monroe

424 Winchester 4/15/11



Code Enforcement | EEEN10-2626

Property Information

49-01227-000 424 WINCHESTER ST Subdivision:
MONROE MI, 48161 Lot: Block:

Name Information

Owner: RAISIN VALLEY INVESTMENT PROP, LLC Phone:
Occupant: Phone:
Filer: Phone:

Enforcement Information

Date Filed: 05/29/2012 Date Closed: Status:
Complaint:
FIRST FLOOR AND BASEMENT WINDOWS BROKEN AND FRONT DOOR OPEN
Last Action Date: Last Inspection: 09/11/2012
Last Action:

Property Maint. Investigation Inspection | Randy Harris

Status: Scheduled Result:
Scheduled: 05/30/2012 05:00 PM

Property Maint. Investigation Inspection | Randy Harris

Status: Completed Result: Violation(s)
Scheduled: 08/01/2012 03:45 PM 08/01/2012

Violations:

- Uncorrected 304.18 Building security. Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.
- Uncorrected 304.2 Protective treatment. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.
- Uncorrected 304.8 Decorative features. All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

Comments:

NOT SECURE

8-1-2012
1/ Exterior stair assembly shall have proper guardrail & graspable handrail.
2/ Soffit & fascia shall be free from deterioration.
3/ Doors and windows shall be free from broken glass.
4/ Building shall be secured from entry.
5/ Exterior siding falling off dwelling.
6/ Electrical service not securely fastened to dwelling.
Appears vacant, photos taken and in system.
Sent 14 day letter on 8-7-2012 to property owner.
R.A.Harris
xxxxxxxx

Property Maint. Investigation Inspection | Randy Harris

Status: Completed Result: Not Complied
Scheduled: 09/11/2012 05:00 PM 09/11/2012

Comments:



**Building Department
120 East First Street
Monroe, MI 48161-2169
(734) 384-9186**

August 07, 2012

RAISIN VALLEY INVESTMENT PROP, LLC
827 W FIFTH ST
MONROE, MI 48161

RE: 424 WINCHESTER ST

DEAR RAISIN VALLEY INVESTMENT PROP, LLC

An inspection was conducted at this property on 08/01/2012. At the time of inspection, the following is a list of violations according to the 2009 International Property Maintenance Code.

Uncorrected / Deteriorated trim & fascia.

304.8 Decorative features. All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

Uncorrected / broken windows & door glass.

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

Uncorrected / doors open or missing.

304.18 Building security. Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.

It is, therefore, required that the conditions described above be repaired or improvements made to abate the unsafe condition and that you contact us within 14 calendar days of 08/07/2012 to secure all required permits, the work must show progress within 30 days after issuance of the permit and all work shall be completed within 180 days from the date of this order.

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

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

Your Cooperation in this matter is appreciated.

Respectfully,


Randy Harris
Building Inspector

Copy: File
Joseph A. Lehmann
Building/Zoning Director



8/1/12







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

Memo

To: Bill Walters, Department of Public Services
From: Joe Lehmann, Building Official
Date: 09/18/2012
Re: **Please secure broken windows and/or open doors.**

<u>Address</u>	<u>Parcel Number</u>
424 WINCHESTER ST	49-01227-000

Owner of Record

RAISIN VALLEY INVESTMENT PROP, LLC
827 W FIFTH ST
MONROE, MI 48161

Thank you for your assistance to this matter.



**Building Department
120 East First Street
Monroe, MI 48161
734-384-9186**

October 18, 2012

RAISIN VALLEY INVESTMENT PROP, LLC
827 W FIFTH ST
MONROE, MI 48161

RE: 424 WINCHESTER ST, UNITS 1, 2, 3, 4, 5

Dear: RAISIN VALLEY INVESTMENT PROP, LLC:

This letter is in correspondence to the invoice that was sent notifying you that your rental unit is due for inspection and that you contact the City of Monroe Building Department to schedule that inspection.

Due to your failure to contact us we have scheduled an inspection on **OCTOBER 26, 2012 at 9:00am.** If this time and date does not work, you must contact the City of Monroe Building Department 24 hours prior to this inspection with an alternative date and time.

In the event that you fail to get an inspection your Certificate of Compliance will be revoked and you shall also be subject to such additional sanctions, remedies, and judicial orders as are authorized and provided for under Michigan law.

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

Sincerely,

City of Monroe
Building Department

cc. File



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

FILE COPY

12/12/2012

RAISIN VALLEY INVESTMENT PROP, LLC
424 Winchester
MONROE, MI 48161

Re: 424 WINCHESTER ST

Dear RAISIN VALLEY INVESTMENT PROP, LLC:

NOTICE AND ORDER

Due to the present condition and the failure to repair the structure at 424 WINCHESTER ST it has become so old, dilapidated and out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair that the structure be demolished and removed. (Section 110 of the 2009 International Property Maintenance Code).

ACTION TO BE TAKEN

It is, therefore, required that you shall secure the required demolition permit within 20 days of December 12, 2012 and demolition completed within 30 days of issuance. That should you fail to comply with this order within the time prescribed, I shall cause the structure to be demolished per the City of Monroe demolition specifications and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate. The cost shall also be the personal obligation of the property owner which may be collected by the use of any and all appropriate legal remedies.

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

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

Sincerely,

Joseph A. Lehmann
Building Official
City of Monroe

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prnt. Trans.
SELDEN, JOSEPH P & GALE A	RAISIN VALLEY INVESTMENT	0	12/31/2009	QC	QUIT CLAIM	2010R00156	SELLER	0.0
BOEKE INVESTMENT, LLC	SELDEN, JOSEPH P	0	12/21/2009	WD	WARRANTY DEED	2010R00155	SELLER	0.0
BOEKE INVESTMENTS, LLC	SELDEN, JOSEPH P	140,000	06/30/2006	LC	LAND CONTRACT	3128-0470	AFFIDAVIT	100.0
O'DELL, WEIR & JOSIE LEE	MOORE, GREGORY	75,000	02/01/2002	WD	INVALID ECF STUDY	2181-0780	SELLER	0.0

Property Address	Class: 201 I	Zoning: R-1C	Building Permit(s)	Date	Number	Status					
424 WINCHESTER ST	School: 01 MONROE PUBLIC SCHOOLS		WINDOWS	08/23/1996	96-0987	N/V					
	P.R.E. 0%		DECK - PATIO - OR PORCH	07/17/1996	96-0936	FINAL					
Owner's Name/Address	MAP #: 63	2013 Est TCV 92,300 (Value Overridden)		COM OR INDUST MISCELLANEOU	DATE	NUMBER	STATUS				
RAISIN VALLEY INVESTMENT PROP, LLC 424 WINCHESTER ST MONROE MI 48161		SIDEWALK		06/24/1996	96-0645	N/V					
	X Improved	Vacant	Land Value Estimates for Land Table 00113.113 MULTI-FAMILY								
	Public Improvements		* Factors *								
			Description	Frontage	Depth	Front	Depth	Rate	%Adj.	Reason	Value
				50.00	156.00	1.0000	0.0000	0	100*		0
			<Site Value A>					0	100		0
	X		MULTI FAM R-2, 2 FAMILY	7800	SqFt	2.28000	50	LARGE LOT			8,892
	X		* denotes lines that do not contribute to the total acreage calculation.								
	X		50 Actual Front Feet, 0.18 Total Acres Total Est. Land Value = 8,892								
	X		Agricultural Local Cost Land Improvements								
	X		Description	Rate	CountyMult.	Size	%Good	Cash Value			
	X		COMA01	0.00	1.00	1.0	85	0			
	X		CAMA02	0.00	1.00	1.0	85	0			
	X		Street Lights								
	X		Standard Utilities								
	X		Underground Utils.								
	Topography of Site										
	X		Level								
			Rolling								
			Low								
			High								
	X		Landscaped								
			Swamp								
			Wooded								
			Pond								
			Waterfront								
			Ravine								
			Wetland								
	X		Flood Plain								
	X	A									
	Who	When	What	Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value	
				2013	4,450	41,700	46,150			46,150S	
		06/01/1992	INSPECTED	2012	4,450	41,700	46,150			46,150S	
				2011	4,450	58,520	62,970	50,000M		50,000S	
				2010	4,560	60,490	65,050			65,050S	

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*** Information herein deemed reliable but not guaranteed***

CONDEMNED

**THIS STRUCTURE AT 424 WINCHESTER ST.
IS DEEMED UNSAFE
FOR HUMAN OCCUPANCY**

**Under the International Property Maintenance Code of the City of
Monroe Codified Ordinance**

**IT IS UNLAWFUL FOR ANY PERSON TO OCCUPY OR
RESIDE IN THIS BUILDING**

DATE: December 11, 2012

BY ORDER OF:



Joseph a. Lehmann
Building Official

**Any Unauthorized Person Removing This Sign Will Be
Prosecuted**



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

FILE COPY

04/08/2013

RAISIN VALLEY INVESTMENT PROP, LLC
C/O JOSEPH SELDEN
227 OAKWOOD ST
MONROE, MI 48162

RE: 424 WINCHESTER ST

DEAR RAISIN VALLEY INVESTMENT PROP, LLC

A Notice and Order was sent to you on **December 12, 2012** requiring you to demolish the structures at 424 Winchester. According to the 2009 International Property Maintenance Code, Section 110, Demolition.

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

If you would like to show cause to why this should not be carried out, the authorization to award a contract for demolition will be brought in front of Monroe City Council on **April 15, 2013 at 7:30 pm** in the City of Monroe, Council Chambers.

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

Thank You

Joseph A. Lehmann
Building Official
City of Monroe

Cc. File.

Posted on structure.

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
SELDEN, JOSEPH P & GALE A	RAISIN VALLEY INVESTMENT	0	12/31/2009	QC	QUIT CLAIM	2010R00156	SELLER	0.0
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BOEKE INVESTMENTS, LLC	SELDEN, JOSEPH P	140,000	06/30/2006	LC	LAND CONTRACT	3128-0470	AFFIDAVIT	100.0
O'DELL, WEIR & JOSIE LEE	MOORE, GREGORY	75,000	02/01/2002	WD	INVALID ECF STUDY	2181-0780	SELLER	0.0

Property Address	Class: 201 I	Zoning: R-1C	Building Permit(s)	Date	Number	Status				
424 WINCHESTER ST	School: 01 MONROE PUBLIC SCHOOLS		WINDOWS	08/23/1996	96-0987	N/V				
	P.R.E. 0%		DECK - PATIO - OR PORCH	07/17/1996	96-0936	FINAL				
Owner's Name/Address	MAP #: 63		COM OR INDUST MISCELLANEOU	06/24/1996	96-0645	N/V				
RAISIN VALLEY INVESTMENT PROP, LLC C/O JOSEPH SELDEN 227 OAKWOOD ST MONROE MI 48162	2014 Est TCV 92,191	TCV/TFA: 44.32	SIDEWALK	06/17/1996	96-0773	N/V				
	X Improved	Vacant	Land Value Estimates for Land Table 00113.113 MULTI-FAMILY							
	Public Improvements		* Factors *							
			Description	Frontage	Depth	Front Depth	Rate %Adj.	Reason	Value	
			<Site Value A>	50.00	156.00	1.0000 0.0000	0 100*		0	
			MULTI FAM R-2, 2 FAMILY	7800	SqFt	2.28000	50	LARGE LOT	8,892	
			* denotes lines that do not contribute to the total acreage calculation.							
			50 Actual Front Feet,	0.18	Total Acres	Total Est. Land Value =		8,892		
			Agricultural Local Cost Land Improvements							
			Description	Rate	CountyMult.	Size	%Good	Cash Value		
			COMAO1	0.00	1.00	1.0	83	0		
			CAMA02	0.00	1.00	1.0	83	0		
			Standard Utilities Underground Utils.							
			Topography of Site							
			X Level							
			Rolling							
			Low							
			High							
			X Landscaped							
			Swamp							
			Wooded							
			Pond							
			Waterfront							
			Ravine							
			Wetland							
			Flood Plain							
			X A	Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
			Who	When	What	2014	4,450	41,650	46,100	46,100C
				06/01/1992	INSPECTED	2013	4,450	41,650	46,100	46,100S
						2012	4,450	41,700	46,150	46,150S
						2011	4,450	58,520	62,970	50,000M



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*** Information herein deemed reliable but not guaranteed***



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Bids for the Demolition of the structure located at 1008 East Second Street.

DISCUSSION: Bids were opened on March 25, 2013 for the demolition of the structures located at 1008 East Second Street. The three lowest bids were received from Quality Construction of Michigan Incorporated (\$7,000.00), Universal Consolidated Enterprises (\$7,800.00) and International Construction (\$7,900.00).

After review of the bids it is recommended that the City Council award the above contract in the amount of \$7,000.00 to Quality Construction of Michigan Incorporated and that a total of \$11,000.00 be encumbered to include a contingency of \$4000.00 for any unforeseen costs associated with the demolition.

It is further recommended that the Mayor or Clerk Treasurer be authorized to sign the contract on behalf of the City of Monroe and that the Finance Director is authorized to transfer funds from General Fund Contingency to cover the contingency budget requested on the contract, if necessary.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: 4/15/13

REASON FOR DEADLINE: Council Meeting on this date.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Building Department

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

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$11,000.00
	Cost of This Project Approval	\$11,000.00
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:	<u>City</u>	Account Number	Amount
	Demolition Service	273-65.730-818.030 (CDBG Funds)	\$11,000.00
			\$ N/A
			\$ N/A
	<u>Other Funds</u>		\$ N/A
			\$ N/A
			\$ N/A
			\$ N/A

Budget Approval: 

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

DATE: 4/8/13

REVIEWED BY: Joseph A. Lehmann, Building Official 

COUNCIL MEETING DATE: 4/15/13

1008 East Second Street

5/23/2006 Property Maintenance Violation Letter sent. No Electrical or heat.

12/5/2008 Inspection made unsecured structure.

Structure has had numerous blight violations and has been vacant since May 23, 2012. There is no indication that there has been any maintenance or improvements on this structure. The Building Department has not had any contact with the owners.

12/10/2012 Sent demolition order and posted structure.

4/9/2013 Sent show cause letter and posted the structure.



CITY OF MONROE

Department of Development Services

May 23, 2006

Herbert Goins & Betty Jennings
1008 E. Second Street
Monroe, MI 48161

Re: 1008 E. Second Street

Dear Mr. Goins & Mrs. Jennings:

Due to a complaint, on May 22, 2006 the Housing/Zoning Inspector performed an inspection at 1008 E. Second Street. The following conditions that are listed deem it an unsafe building as per the International Property Maintenance Code 2003 as adopted by the Codified Ordinances of the City of Monroe.

NOTICE AND ORDER

The following is a brief and concise description of conditions or defects that were found on May 22, 2006 that deem this structure to be an unsafe building:

1. 302.4 Weeds. (All property shall be maintained free from weeds or plant growth.)
2. 302.5 Rodent Harborage. (All structures and exterior property shall be kept free from rodents.)
3. 302.1 Sanitation. (Outside of property & premises shall be maintained in a clean, safe, and sanitary condition.)
4. 304.4 Structural Members. (Shall be maintained free from deterioration.)
5. 304.13 Window, Skylight, and Door Frames. (Shall be in sound condition, good repair and weather tight.)
6. 303.13.1 Glazing. (Shall be maintained free from cracks and holes.)
7. 602.3 Heat Supply. (Dwelling must have heat supply that heats to 68 degrees.)
8. 605 Electrical Equipment (Every occupied building must have electrical system properly installed and operational.)

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

ACTION TO BE TAKEN

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

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

Please be advised that if either the proper permits are not secured within such time as ordered or the time frame for the work is not adhered to, the Code Official shall cause the structure to be repaired or demolished and the cost of such order, shall be charged against the real estate upon which the structure is located and shall be lien upon such real estate.

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

Sincerely,

A handwritten signature in black ink, appearing to read "James Brunt". The signature is fluid and cursive, with a large initial "J" and "B".

James Brunt
Housing/Zoning Inspector

cc: Joseph A. Lehmann, Building Official

1008 E. 2ND ST.

12/04/2008



FILE COPY









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

FILE COPY

12/10/2012

GOINS, HERBERT/JENNINGS, BETTY
1008 E SECOND ST
MONROE, MI 48161

Re: 1008 E SECOND ST

Dear GOINS, HERBERT/JENNINGS, BETTY:

NOTICE AND ORDER

Due to the present condition and the failure to repair or maintain the structure at 1008 E SECOND ST it has become so old, dilapidated and out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair that the structure be demolished and removed. (**Section 110 of the 2009 International Property Maintenance Code**).

ACTION TO BE TAKEN

It is, therefore, required that you shall secure the required demolition permit within 20 days of December 10, 2012 and demolition completed within 30 days of issuance. That should you fail to comply with this order within the time prescribed, I shall cause the structure to be demolished per the City of Monroe demolition specifications and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate. The cost shall also be the personal obligation of the property owner which may be collected by the use of any and all appropriate legal remedies.

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

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

Sincerely,

Joseph A. Lehmann
Building Official
City of Monroe



PROOF OF SERVICE

STATE OF MICHIGAN)

) SS

COUNTY OF MONROE)

To: GOINS, HERBERT/JENNINGS, BETTY
1008 E SECOND ST
MONROE, MI 48161

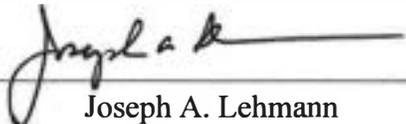
RE: 1008 E SECOND ST

I hereby certify that on 12/11/2012, I personally served a copy of a letter regarding a **Demolition Order** by:

- Delivering a copy personally to each person to whom it is directed.
- By mailing a copy by First Class Mail (last known address)
- By posting it in a conspicuous place in or about the structure affected by the notice.

Subscribed and sworn to before this:

12/11/2012



 Joseph A. Lehmann
 Building Official



Notary Public

Monroe County, Michigan

My Commission Expires: 5/5/2018

Acting in the County of Monroe

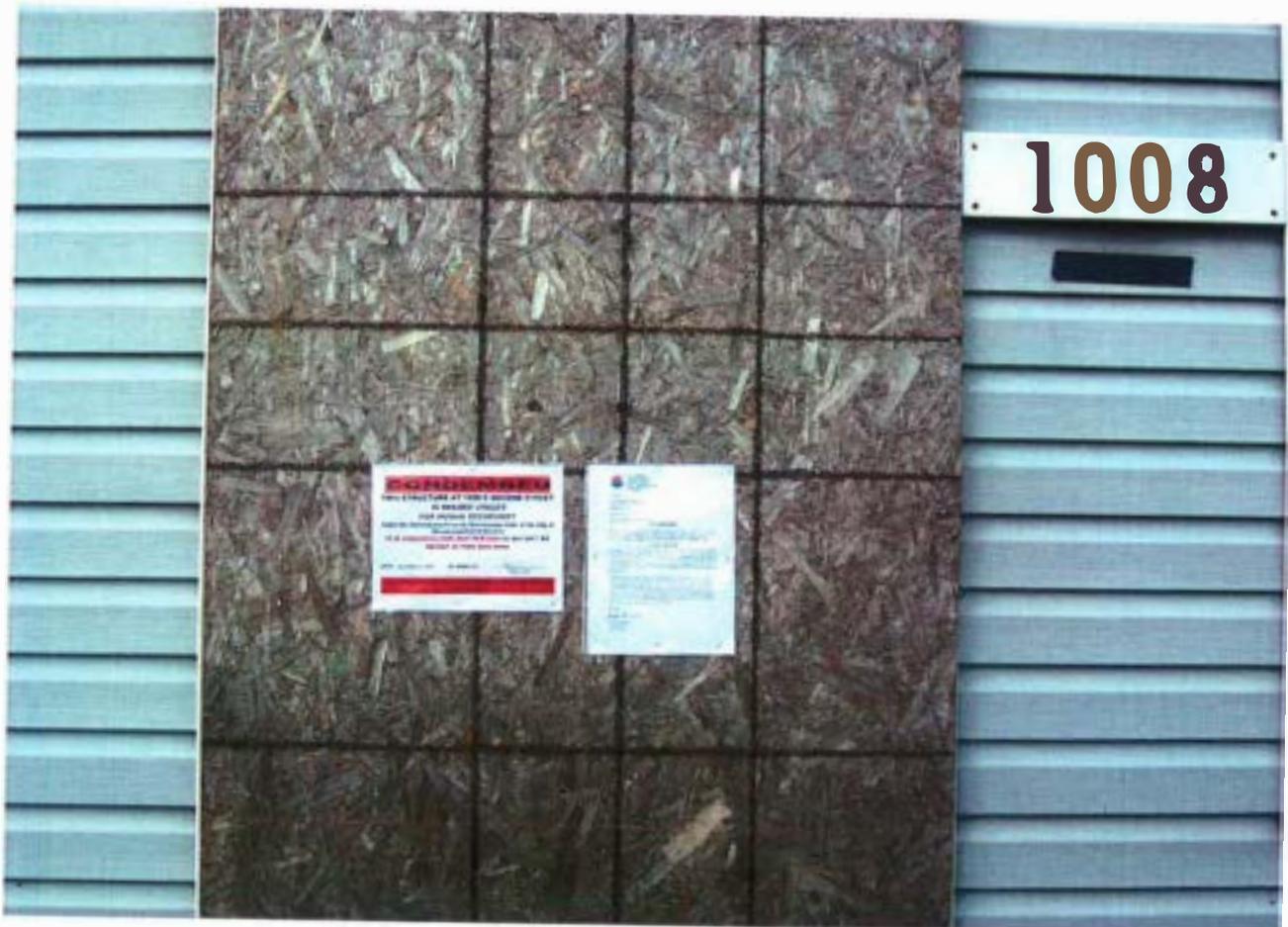
ROSALIND BOSWELL Notary Public, State of Michigan County of Monroe My Commission Expires May, 05, 2018 Acting in the County of <u>Monroe</u>
--

1008 EAST SECOND ST.

12-11-2012



FILE COPY





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

April 09, 2013

GOINS, HERBERT/JENNINGS, BETTY
1008 E SECOND ST
MONROE, MI 48161

RE: 1008 E SECOND ST

DEAR GOINS, HERBERT/JENNINGS, BETTY

A Notice and Order was sent to you on **12/10/2012** requiring you to demolish the structures at 1008 E SECOND ST. According to the 2009 International Property Maintenance Code, Section 110, Demolition.

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

If you would like to show cause to why this should not be carried out, the authorization to award a contract for demolition will be brought in front of Monroe City Council on **4/15/2013 at 7:30 pm** in the City of Monroe, Council Chambers.

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

Thank You

A handwritten signature in black ink, appearing to read "Joseph A. Lehmann".

Joseph A. Lehmann
Building Official
City of Monroe

Cc. File.
Posted on structure.



PROOF OF SERVICE

STATE OF MICHIGAN)

) SS

COUNTY OF MONROE)

To: GOINS, HERBERT/JENNINGS, BETTY
1008 E SECOND ST
MONROE, MI 48161

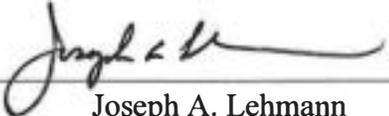
RE: 1008 E SECOND ST

I hereby certify that on 04/10/2013, I personally served a copy of a letter regarding a Show cause letter by:

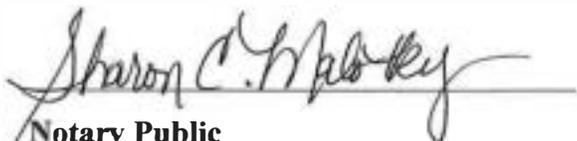
- Delivering a copy personally to each person to whom it is directed.
- By mailing a copy by First Class Mail (last known address)
- By posting it in a conspicuous place in or about the structure affected by the notice.

Subscribed and sworn to before this:

04/10/2013



Joseph A. Lehmann
Building Official



Notary Public
Monroe County, Michigan
My Commission Expires: 6/6/2015
Acting in the County of Monroe

SHARON C. MALOTKY
Notary Public, State of Michigan
County of Monroe
My Commission Expires **06-06-2015**
Acting in the county of MONROE

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
DOBBS, D/PETREE, M/HERRON	GOINS, HERBERT/JENNINGS,	14,000	03/31/1997	WD	PAYOFF LC	1578-0759	SELLER	0.0
DOBBS, D/PETREE, M/HERRON	GOINS, HERBERT & JENNINGS	14,000	02/08/1994	WD	FAMILY SALE	1370-0704	SELLER	0.0

Property Address	Class: 401 I	Zoning: R-1C	Building Permit(s)	Date	Number	Status			
1008 E SECOND ST	School: 01 MONROE PUBLIC SCHOOLS		SIDING - ALUM - VINYL OR W	08/28/1997	97-1100	N/V			
	P.R.E. 0%		RES MISCELLANEOUS	06/30/1997	97-0769	N/V			
Owner's Name/Address	MAP #: 54	2014 Est TCV 35,118 TCV/TFA: 17.74							
GOINS, HERBERT/JENNINGS, BETTY 1008 E SECOND ST MONROE MI 48161	X Improved	Vacant	Land Value Estimates for Land Table 00017.#17 WINCHESTER ST AREA						
	Public Improvements		* Factors *						
Taxpayer's Name/Address	Dirt Road		Description	Frontage	Depth	Front Depth	Rate %Adj.	Reason	Value
GOINS, HERBERT/JENNINGS, BETTY 1008 E SECOND ST MONROE MI 48161	X Paved Road		'A' 45' FF	52.00	100.00	0.9303 0.8006	70 100		2,711
	X Storm Sewer		52 Actual Front Feet, 0.12 Total Acres Total Est. Land Value = 2,711						
	X Sidewalk		Land Improvement Cost Estimates						
	X Water		Description	Rate	CountyMult.	Size	%Good	Cash Value	
	X Sewer		D/W/P: 3.5 Concrete	3.20	1.40	150	55	370	
	X Electric		Total Estimated Land Improvements True Cash Value = 370						
Tax Description	X Gas								
STEWART PLAT LOT 146	X Curb								
Comments/Influences	X Street Lights								
CITY OF MONROE ORDINANCE SECTION 338-1A PROVIDES THAT RESPECTIVE OWNERS OF ALL LOTS WITHIN THE CITY SHALL CONSTRUCT AND MAINTAIN PARTITION	Standard Utilities								
	Underground Utils.								
	Topography of Site								
	X Level								
	Rolling								
	Low								
	High								
	X Landscaped								
	Swamp								
	Wooded								
	Pond								
	Waterfront								
	Ravine								
	Wetland								
	Flood Plain								
	X A		Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
	Who	When	What	2014	1,360	16,200	17,560		14,860C
	RAP 06/01/1992	INSPECTED		2013	1,360	16,200	17,560		14,860C
	DLS 08/22/1996	INSPECTED		2012	1,360	18,990	20,350		14,520C
	DD 03/24/1997	INSPECTED		2011	1,700	21,350	23,050		14,140C



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*** Information herein deemed reliable but not guaranteed***



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Bids for the Demolition of the structure located at 1132 Franklin Street.

DISCUSSION: Bids were opened on March 25, 2013 for the demolition of the structures located at 1132 Franklin Street. The three lowest bids were received from Quality Construction of Michigan Incorporated (\$5,500.00), Universal Consolidated Enterprises (\$5,700.00) and McBee Trucking (\$6,900.00).

After review of the bids it is recommended that the City Council award the above contact in the amount of \$5,500.00 to Quality Construction of Michigan Incorporated and that a total of \$9,500.00 be encumbered to include a contingency of \$4000.00 for any unforeseen costs associated with the demolition.

It is further recommended that the Mayor or Clerk Treasurer be authorized to sign the contract on behalf of the City of Monroe and that the Finance Director is authorized to transfer funds from General Fund Contingency to cover the contingency budget requested on the contract, if necessary.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: 4/15/13

REASON FOR DEADLINE: Council Meeting on this date.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Building Department

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$9,500.00
Cost of This Project Approval	\$9,500.00
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

City

Account Number

Amount

Demolition Service

273-65.730-818.030 (CDBG Funds)

\$9,500.00
\$ N/A
\$ N/A

Other Funds

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

Budget Approval: 

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

DATE: 4/8/13

REVIEWED BY: Joseph A. Lehmann, Building Official 

COUNCIL MEETING DATE: 4/15/13

1132 Franklin

12/2/2008 Owner pulled permit to remodel. No work completed.

12/31/2008 Rental Certificate expired.

3/9/2009 Permit was pulled to do plumbing work. Rough in was approved.

8/30/2010 Sent Property Maintenance Violation letter.

9/14/2010 inspected no change.

Talked to owner and he has numerous rentals and houses in the City. He said that he was working on other units and the bank would not lend him any money to repair the structure.

10/14/2010 Blight Violation.

6/26/2012 Blight Violation.

9/4/2012 Sent Demolition order.

4/9/2013 Sent Show cause hearing letter and posted the structure.



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

1 - COPY

Monday, August 30, 2010

WICKENHEISER, JOHN D (ETAL)
P O BOX 1243
MONROE, MI 48161

RE: 1132 FRANKLIN ST

DEAR WICKENHEISER, JOHN D (ETAL)

An inspection was conducted at this property on 08/30/2010. At the time of inspection, the following is a list of violations according to the **2006 International Property Maintenance Code**.

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

302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of **8 inches**. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

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

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

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

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

304.10 Stairways, decks, porches. Every exterior stairway, deck porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

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

305.1 General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

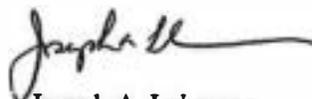
It is, therefore, required that the conditions described above be repaired or improvements made to abate the unsafe condition and that you contact us within 14 calendar days (September 14, 2010), to secure all required permits, the work must show progress within 30 days after issuance of the permit and all work shall be completed within 180 days from the date of this order.

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

Please be advised that any person failing to comply with a notice or order shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

Your Cooperation in this matter is appreciated.

Respectfully,



Joseph A. Lehmann
Building/Zoning Director

Cc: File

1132 Franklin 8/30/2010





CIVIL INFRACTION WARNING

10/14/2010

**John Wickenheiser (ETAL)
P.O. Box 1243
Monroe, Mi. 48161**

Address of Violation: 1132 Franklin Street

You are in violation of Chapter 210, Blight Ordinance of the City of Monroe. The following is a brief description of the violation(s).

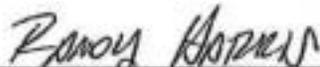
1/ Section 210-2A(16) states: Storage of trash, garbage, junk, waste materials including brush, leaves, or cut trees and branches may be temporarily stored in a rear yard if such storage complies with Code of the City of Monroe and is not for longer than seven continuous days.

The tree lying on the dwelling on the west elevation shall be removed or eliminated within seven (7) days of the above date. Failure to comply within this time frame shall constitute a violation of this Ordinance.

A violation of this Ordinance will result in the Department of Public Services being contacted to remove the tree trunk and a Municipal Civil Infraction being issued to you, subject to the payment of a civil fine in accordance with the following schedule:

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

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



INSPECTOR

**If you have any questions regarding this notice please feel free to contact me at 734-384-9186
City of Monroe Building/Zoning Department**



10-14-2010 Tree Blight



Monroe Police Department
100 E Second Street
Monroe, Michigan 48161-2169
734-243-7500

June 26, 2012

WICKENHEISER, JOHN D (ETAL)
P O BOX 1243
MONROE, MI 48161

Subject Property: 1132 FRANKLIN ST

Dear: WICKENHEISER, JOHN D (ETAL)

Due to your failure to maintain your property at 1132 FRANKLIN ST you are in violation of Chapter 210 (City of Monroe Blight Code). The following is a brief description of the violation(s).

Indoor furniture and other trash piled up a long side of house. (see attached photo)

This violation has resulted in a Municipal Civil Infraction, and is subject to the payment of a civil fine in accordance with the following schedule:

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

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

The fine for the first violation shall be waived if the blighted condition as described on the civil infraction notice is removed, and the removal is verified by an enforcement officer, within five days of issuance of a civil infraction notice. Failure to remove the blighted condition within five days will result in the removal by the Department of Public services and all charges shall be charged in accordance with Section 210-5(D) of the City of Monroe Code.

Thank you,

Gary Werner
Blight Officer
(Monroe Police Dept)

CC: File

State of Michigan
 Municipal Civil Infraction
 Notice of Violation

02-3839 Dept. No.
 Complaint No. Offense Code 590
 Local Description No.

The People of The State of Michigan
 Township City Village County

OF: MONROE

THE UNDERSIGNED SAYS THAT ON: 6 27 12 800 A.M. 5 P.M. 12
 State: Driver's License Number: Social Security No.

Race: Sex: Hair: Height: Weight: Eyes: Occupation/Employer:

Name (Print Name, Last, First): JOHN WICKEDHEISER
 Street: PO BOX 1243
 City: MONROE MI 48161

Vehicle Plate No.: Year: State: Vehicle Description (Year, Make, Color): Year: Type:

THE PERSON NAMED ABOVE, in violation of § 210
 UPON ADDRESS (OR PARCEL) # 1132 FRANKLIN
 AT OR NEAR:
 WITHIN CITY VILLAGE TOWNSHIP OF MONROE
 COUNTY OF MONROE DID THE FOLLOWING:

Blight Refuse
 Building Signs
 False Alarms Weeds/Grass, Trees, Refuse
 Partition Fences Other

TRASH AND FURNITURE
 IN SIDE YARD

Person in Active Military Service Yes No

This violation is a Civil Infraction and is your 1 violation. The fine for this violation is \$ 100 and must be paid at City of Monroe Treasurer's Office by 4:30 p.m. on 8-7-12 (30 calendar days from today) unless you contact the Treasurer's Office before this time. See back side of violation for an explanation of your rights and instructions.

WARNING: If you fail to pay the fine specified above or fail to contact the Treasurer's Office on the date and time specified above, a civil infraction citation will be issued.

Response or payment may be made either in person or by mail to:

Treasurer's Office
 City of Monroe
 120 East First Street
 Monroe, MI 48161-2171
 (734) 243-0700

Hours: Monday-Friday
 8:00 a.m. - 4:30 p.m.

A copy of this Violation Notice was served upon the defendant using the following method:
 Personally
 Certified Mail (last known address)
 First Class Mail (last known address)

I declare under the penalties of perjury that the statements above are true to the best of my information, knowledge and belief.

Complainant's Signature: [Signature] Month: 6 Day: 27 Year: 12
 Officer's Name (Printed): G WERDER Officer's ID No.: 20226
 Agency Code: MI- Agency Name: City of Monroe

UC-02 (Rev. 11/01) CITY OF MONROE COPY

6/26/2012

6/26/2012



trash along 1132 Franklin



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

FILE COPY

09/04/2012

WICKENHEISER, JOHN D (ETAL)
P O BOX 1243
MONROE, MI 48161

Re: 1132 FRANKLIN ST

Dear WICKENHEISER, JOHN D (ETAL):

Notice and Order

Due to the present condition and the failure to repair the structure at 1132 FRANKLIN ST it has become so old, dilapidated and out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair that the structure be demolished and removed. (Section 110 of the 2009 International Property Maintenance Code).

ACTION TO BE TAKEN

It is, therefore, required that you shall secure the required demolition permit within 20 days of September 4, 2012 and demolition completed within 30 days of issuance. That should you fail to comply with this order within the time prescribed, I shall cause the structure to be demolished per the City of Monroe demolition specifications and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate. The cost shall also be the personal obligation of the property owner which may be collected by the use of any and all appropriate legal remedies.

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

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

Sincerely,

A handwritten signature in black ink that reads "Joseph A. Lehmann".

Joseph A. Lehmann
Building Official
City of Monroe

9/4/2012



9/8/2012



7/4/2012





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

April 09, 2013

WICKENHEISER, JOHN D (ETAL)
P O BOX 1243
MONROE, MI 48161

RE: 1132 FRANKLIN ST

DEAR WICKENHEISER, JOHN D (ETAL)

A Notice and Order was sent to you on **9/4/2012** requiring you to demolish the structures at 1132 FRANKLIN ST. According to the 2009 International Property Maintenance Code, Section 110, Demolition.

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

If you would like to show cause to why this should not be carried out, the authorization to award a contract for demolition will be brought in front of Monroe City Council on **4/15/2013 at 7:30 pm** in the City of Monroe, Council Chambers.

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

Thank You

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

Joseph A. Lehmann
Building Official
City of Monroe

Cc. File.
Posted on structure.

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
LANGTON, ROCK & JANICE/J	WECKENHEISER, J&D/PAT& MAR	0	06/15/1995	WD	WARRANTY DEED	1446-0548	SELLER	0.0

Property Address	Class: 401 I	Zoning: R-1C	Building Permit(s)	Date	Number	Status			
1132 FRANKLIN ST	School: 01 MONROE PUBLIC SCHOOLS		RES MISCELLANEOUS	12/10/2008	PBD-09-0454	CANCELLED			
	P.R.E. 0%		FURNACE	10/23/2002	PME-03-0115	N/V			
Owner's Name/Address	MAP #: 55		RES MISCELLANEOUS	03/05/1996	96-0122	N/V			
WICKENHEISER, JOHN D (ETAL) P O BOX 1243 MONROE MI 48161	2014 Est TCV 16,464	TCV/TFA: 12.61	DECK - PATIO - OR PORCH	11/10/1994	94-1516	FINAL			
	X Improved	Vacant	Land Value Estimates for Land Table 00017.#17 WINCHESTER ST AREA						
	Public Improvements		* Factors *						
	Dirt Road		Description	Frontage	Depth	Front Depth	Rate %Adj.	Reason	Value
	Gravel Road		'A' 45' FF	54.50	52.00	0.9087 0.5774	70 100		2,001
	X Paved Road		55 Actual Front Feet, 0.07 Total Acres Total Est. Land Value = 2,001						
	X Storm Sewer		Land Improvement Cost Estimates						
	X Sidewalk		Description	Rate	CountyMult.	Size	%Good	Cash Value	
	X Water		D/W/P: 3.5 Concrete	3.20	1.40	187	60	503	
	X Sewer		Total Estimated Land Improvements True Cash Value =						503
Tax Description	X Electric								
STEWART PLAT NORTH 52 FT OF LOT 108	X Gas								
Comments/Influences	X Curb								
CITY OF MONROE ORDINANCE SECTION 338-1A PROVIDES THAT RESPECTIVE OWNERS OF ALL LOTS WITHIN THE CITY SHALL CONSTRUCT AND MAINTAIN PARTITION	X Street Lights								
	Standard Utilities								
	Underground Utils.								
	Topography of Site								
	X Level								
	Rolling								
	Low								
	High								
	X Landscaped								
	Swamp								
	Wooded								
	Pond								
	Waterfront								
	Ravine								
	Wetland								
	Flood Plain								
	X A		Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
	Who	When	What	2014	1,000	7,230	8,230		8,230C
	ADM 02/08/2012 INTERVIEWE			2013	1,000	7,230	8,230		8,230S
	RAP 06/01/1992 INSPECTED			2012	1,000	8,440	9,440		9,440S
				2011	1,260	17,010	18,270	18,270M	13,820C



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*** Information herein deemed reliable but not guaranteed***



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Bids for the Demolition of the structure at 803 East Elm Ave.

DISCUSSION: Bids were opened on September 10, 2012 for the demolition of the structure located at 803 East Elm Ave. The three lowest bids were received from Pranam Globaltech Inc. (\$7,800.00), McBee Trucking & Excavating (\$7,900.00), and Universal Consolidated Enterprises (\$8,900.00).

After review of the bids it is recommended that the City Council award the above contact in the amount of \$7,800.00 to Pranam Globaltech Inc and that a total of \$12,800 be encumbered to include a contingency of \$5000.00 for any unforeseen costs associated with the demolition.

It is further recommended that the Mayor or Clerk Treasurer be authorized to sign the contract on behalf of the City of Monroe and that the Finance Director is authorized to transfer funds from General Fund Contingency to cover the contingency budget requested on the contract, if necessary.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: 4/15/13

REASON FOR DEADLINE: Council Meeting on this date.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Building Department

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

FINANCES

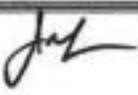
COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$11,000.00
Cost of This Project Approval	\$11,000.00
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

<u>City</u>	Account Number	Amount
Demolition Service	101-65.805-818.030	\$11,000.00
		\$ N/A
		\$ N/A
<u>Other Funds</u>		\$ N/A
		\$ N/A
		\$ N/A
		\$ N/A

Budget Approval: 

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

DATE: 4/8/13

REVIEWED BY: Joseph A. Lehmann, Building Official

COUNCIL MEETING DATE: 4/15/13



CITY OF MONROE

FILE COPY

Department of Building & Zoning

Monday, August 17, 2009

SHAFFER, CLAUDE & C COUSINO
803 E ELM AVE
MONROE, MI 48162

RE: 803 E ELM AVE

DEAR SHAFFER, CLAUDE & C COUSINO

An inspection was conducted at this property on 08/17/2009. At the time of inspection, the following is a list of violations according to the 2006 International Property Maintenance Code.

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

1/ Broken windows shall be repaired in dwelling & garage.

2/ High grass and weeds shall be cut.

It is, therefore, required that the conditions described above be repaired or improvements made to abate the unsafe condition and that you contact us within 14 calendar days (August 31,2009), to secure all required permits, the work must show progress within 30 days after issuance of the permit and all work shall be completed within 180 days from the date of this order.

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

FILE COPY

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

Your Cooperation in this matter is appreciated.

Respectfully,



Randy Harris
Plans Examiner / Building Inspector

Cc: File

Joseph A. Lehmann
Building/Zoning Director



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

Wednesday, October 13, 2010

**SHAFFER, CLAUDE & C COUSINO
803 E ELM AVE
MONROE, MI 48162**

Subject Property: 803 E ELM AVE

Dear: SHAFFER, CLAUDE & C COUSINO

Due to your failure to maintain your property at 803 E ELM AVE you are in violation of Chapter 210 (City of Monroe Blight Code) This violation has resulted in a Municipal Civil Infraction, and is subject to the payment of a civil fine in accordance with the following schedule:

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

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

The fine for the first violation shall be waived if the blighted condition as described on the civil infraction notice is removed, and the removal is verified by an enforcement officer, within five days of issuance of a civil infraction notice, failure to remove the blighted condition will result in the removal by the Department of Public services and all charges shall be charged in accordance with Section 210-5.

Thank you,

**Joseph A. Lehmann
Building/Zoning Director**

- C.I.
- MIS.
- JUV.

**State of Michigan
Municipal Civil Infraction
Notice of Violation**

02-3293

Dept. No.

Complaint No.

Offense Code

Local Use/Arrest o.

The People of: The State of Michigan
 Township City Village County

OF: **MONROE**

THE UNDERSIGNED SAYS THAT ON: Month 10 Day 13 Year 10 At approximately A.M. P.M. Date Month Day Year

State Driver's License Number Social Security No.

Race Sex Hair Weight Height Eyes Occupation/Employer

Name (First, Middle, Last)

Claude Shaffer + C Cousino

Street 803 E Elm Ave.

City Monroe State MI Zip Code 48162

Vehicle Plate No. Year State Vehicle Description (Year, Make, Color) Type

THE PERSON NAMED ABOVE, in violation of § Blight Chapter 210

UPON ADDRESS OR PARCEL # 803 E Elm Ave.

AT OR NEAR Michigan Ave.

W THIN CITY VILLAGE TOWNSHIP OF MONROE

COUNTY OF MONROE DID THE FOLLOWING:

- Blight
- Building
- False Alarms
- Partition Fences
- Refuse
- Signs
- Weeds/Grass, Trees, Refuse
- Other:

Weeds along side of house, Garage, back in front of Garage + misc. debris in yard and by back porch.

Person in Active Military Service Yes No

This violation is a Civil Infraction and is your 1st violation. The fine for this violation is \$ 100.00 and must be paid at City of Monroe Treasurer's Office by 4:30 pm 11-13-10 (150 calendar days from today). Please you contact the Treasurer's Office before the time, via back side of violation, for an explanation of your fines and instructions.

WARNING: If you fail to pay the fine specified above or fail to contact the Treasurer's Office on the date and time specified above, a civil infraction citation will be issued.

Response or payment may be made either in person or by mail to:

Treasurer's Office
 City of Monroe
 120 East First Street
 Monroe, MI 48161-2171
 (734) 243-0700

Hours: Monday-Friday
 8:00 a.m. - 4:30 p.m.

A copy of this Violation Notice was served upon the defendant using the following method:

- Personally Posted house.
- Certified Mail (last known address)
- First Class Mail (last known address)

I declare under the penalties of perjury that the statements above are true to the best of my information, knowledge and belief.

Complainant's signature Joseph A. Lehmann Month 10 Day 13 Year 10

Officer's Name (printed) Joseph A. Lehmann Officer's ID No. 20101

Agency ORI MI- Agency Name City of Monroe

UC-02 (Rev. 10/01) CITY OF MONROE COPY

CL
 MIS
 JUV
 02-3293
 Name
 Case No.



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

Wednesday, October 13, 2010

**SHAFFER, CLAUDE & C COUSINO
803 E ELM AVE
MONROE, MI 48162**

RE: 803 E ELM AVE

DEAR SHAFFER, CLAUDE & C COUSINO

An inspection was conducted at this property on 10/13/2010. At the time of inspection, the following is a list of violations according to the **2006 International Property Maintenance Code**.

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

302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of 8 inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

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

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

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

304.10 Stairways, decks, porches. Every exterior stairway, deck porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

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

305.1 General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

307.1 Accumulation; of rubbish or garbage. All exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.

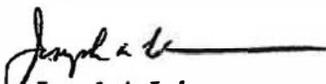
It is, therefore, required that the conditions described above be repaired or improvements made to abate the unsafe condition and that you contact us within 14 calendar days (October 27, 2010), to secure all required permits, the work must show progress within 30 days after issuance of the permit and all work shall be completed within 180 days from the date of this order.

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

Please be advised that any person failing to comply with a notice or order shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

Your Cooperation in this matter is appreciated.

Respectfully,


Joseph A. Lehmann
Building/Zoning Director

Cc: File



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

Memo

To: Bill Walters, Department of Public Services
From: Joe Lehmann, Building Official
Date: Monday, October 25, 2010
Re: **Please clean up trash, brush and overgrown weed trees around house on site.**

Bill, could you please remove the blight at the below location. (See Pictures)

Address	Parcel Number
803 E ELM AVE	59-01416-000

Owner of Record

SHAFFER, CLAUDE & C COUSINO
803 E ELM AVE
MONROE, MI 48162

Thank you for your assistance to this matter.

803 E Elm Ave.



803 E Elm Ave.





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

Memo

To: Bill Walters, Department of Public Services
From: Eldon (Butch) Weiss, Inspector
Date: Monday, February 28, 2011
Re: **Please board up the basement window on west elevation.**

<u>Address</u>	<u>Parcel Number</u>
803 E ELM AVE	59-01416-000

Owner of Record

SHAFFER, CLAUDE & C COUSINO
803 E ELM AVE
MONROE, MI 48162

Thank you for your assistance to this matter.



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

Memo

Kelly
To: Bill Walters, Department of Public Services
From: Randy Harris, Building Inspector *RH*
Date: 06/24/2011
Re: **Please board up open front door of vacant dwelling.**

<u>Address</u>	<u>Parcel Number</u>
803 E ELM AVE	59-01416-000

Owner of Record

SHAFFER, CLAUDE & C COUSINO
803 E ELM AVE
MONROE, MI 48162

Thank you for your assistance to this matter.



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

07/15/2011

SHAFFER, CLAUDE & C COUSINO
803 E ELM AVE
MONROE, MI 48162

Re: 803 E ELM AVE

Dear SHAFFER, CLAUDE & C COUSINO:

Notice and Order

Due to the present condition and the failure to repair the structure at 803 E ELM AVE it has become so old, dilapidated and out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair that the structure be demolished and removed. (**Section 110 of the 2006 International Property Maintenance Code**).

ACTION TO BE TAKEN

It is, therefore, required that you shall secure the required demolition permit within 20 days of July 15, 2011, and demolition completed within 30 days of issuance. That should you fail to comply with this order within the time prescribed, I shall cause the structure to be demolished per the City of Monroe demolition specifications and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate. The cost shall also be the personal obligation of the property owner which may be collected by the use of any and all appropriate legal remedies.

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

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

Sincerely,

Joseph A. Lehmann
Building Official
City of Monroe



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

SECOND NOTICE

February 3, 2012

SHAFFER, CLAUDE & C COUSINO
803 E ELM AVE
MONROE, MI 48162

FILE COPY

Re: 803 E ELM AVE

Dear SHAFFER, CLAUDE & C COUSINO:

Notice and Order

Due to the present condition and the failure to repair the structure at 803 E ELM AVE it has become so old, dilapidated and out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair that the structure be demolished and removed. (**Section 110 of the 2009 International Property Maintenance Code**).

ACTION TO BE TAKEN

It is, therefore, required that you shall secure the required demolition permit within 20 days of February 3, 2012 and demolition completed within 30 days of issuance. That should you fail to comply with this order within the time prescribed, I shall cause the structure to be demolished per the City of Monroe demolition specifications and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate. The cost shall also be the personal obligation of the property owner which may be collected by the use of any and all appropriate legal remedies.

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

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

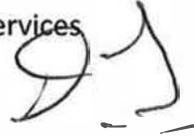
Sincerely,

Joseph A. Lehmann
Building Official
City of Monroe

MEMORANDUM

TO: Bill Walters, Department of Public Services

FROM: David Tubbs, Building Department



DATE: July 23, 2012

SUBJECT: Removal of Blight

According to Section 3 of Ordinance 90-004, it is up to the Department of Public Services to dispose of the following blighted condition:

304.18 Building security. Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.

INSPECTOR COMMENTS: Garage service door unsecure. Abandoned building unsecure. Please board up garage service door.

Located at,803 E ELM AVE Monroe, Michigan. Assessment should be sent to:

SHAFFER, CLAUDE & C COUSINO

803 E ELM AVE

MONROE, MI 48162

Parcel # 59-01416-000

Thank you for your anticipated response to this matter.



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

09/19/2012

SHAFFER, CLAUDE & C COUSINO
803 E ELM AVE
MONROE, MI 48162

RE: 803 E ELM AVE

DEAR SHAFFER, CLAUDE & C COUSINO

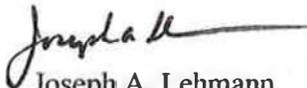
A Notice and Order was sent to you on **February 3, 2012** requiring you to demolish the structures at 803 East Elm Ave. According to the 2009 International Property Maintenance Code, Section 110, Demolition.

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

If you would like to show cause to why this should not be carried out, the authorization to award a contract for demolition will be brought in front of Monroe City Council on **October 1, 2012** at 7:30 pm in the City of Monroe, Council Chambers.

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

Thank You


Joseph A. Lehmann
Building Official
City of Monroe

Cc. File
Novastar Mortgage, Inc.
Posted on Structure.

Lehmann, Joseph

From: Brown, George
Sent: Tuesday, October 09, 2012 3:43 PM
To: Lehmann, Joseph
Cc: 'Tom Ready'; Swallow, Dan
Subject: 803 E. Elm

Joe,

Below is the name & address of the company which may now be servicing the mortgage for 803 E. Elm. This name of the company was given to me by a woman who is with the legal department at Nova Star Financial, with an explanation that Nova Star has transferred all of their mortgage service business to this company.

OCWEN LOAN SERVICING LLC
1661 Worthington Road, Suite 100, West Palm Beach, Florida 33409

George A. Brown
City Manager
City of Monroe
120 E. First St.
Monroe, MI 48161
734-384-9144
george.brown@monroemi.gov
www.monroemi.gov



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

10/10/2012

SHAFFER, CLAUDE & C COUSINO
803 E ELM AVE
MONROE, MI 48162

RE: 803 E ELM AVE

DEAR SHAFFER, CLAUDE & C COUSINO

A Notice and Order was sent to you on **February 3, 2012** requiring you to demolish the structures at 803 East Elm Ave. According to the 2009 International Property Maintenance Code, Section 110, Demolition.

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

If you would like to show cause to why this should not be carried out, the authorization to award a contract for demolition will be brought in front of Monroe City Council on **October 15, 2012** at 7:30 pm in the City of Monroe, Council Chambers.

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

Thank You

Joseph A. Lehmann
Building Official
City of Monroe

Cc. File.

Posted on structure.
Novastar Mortgage, Inc.
Ocwen Loan Servicing LLC.

Lehmann, Joseph

From: Brown, George
Sent: Friday, October 12, 2012 3:43 PM
To: 'Tom Ready'; Swallow, Dan; Lehmann, Joseph
Cc: Clark, Robert; Rickie Wenzel; Weaver, Patricia
Subject: 803 E. Elm St. FW: Ocwen Contact

Tom, Dan & Joe,

Today I received a return call from Allison Miller, a representative of Ocwen Loan Servicing, the company servicing the mortgage on 803 E. Elm St. She was helpful but did not have access to a whole lot of additional information for this property & loan. She was able to tell me that it appeared that this property was not yet in foreclosure but was within a "60-day" noticing period. Considering that the property was not yet in foreclosure, she thinks it unlikely that Ocwen would have a whole lot of authority to make decisions about a more positive resolution at this time. She did say that they would be very willing to work with the mortgagor & the City to explore options to help avoid demolition. She provided the contact info below for our notices & other communications with Ocwen.

George A. Brown
City Manager
City of Monroe
120 E. First St.
Monroe, MI 48161
734-384-9144
george.brown@monroemi.gov
www.monroemi.gov

From: Miller, Allison H [<mailto:Allison.Miller@ocwen.com>]
Sent: Friday, October 12, 2012 3:24 PM
To: Brown, George
Subject: Ocwen Contact

See below

Thank you,

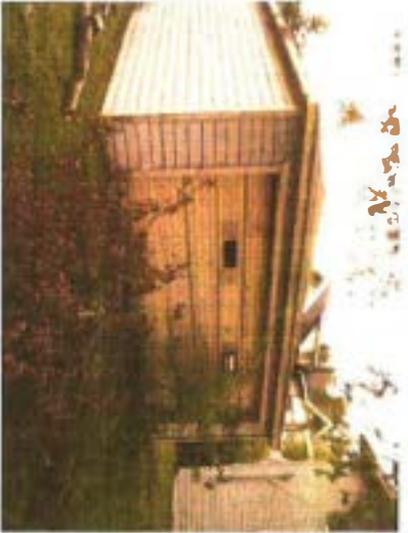
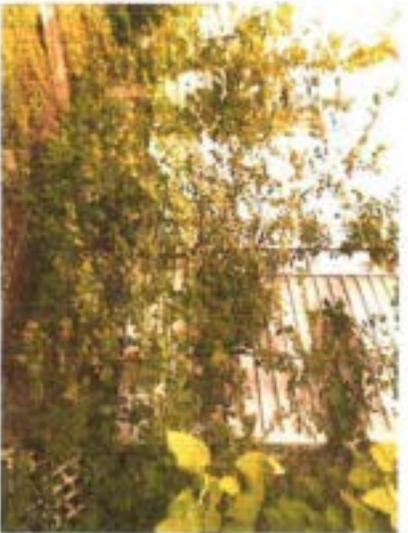
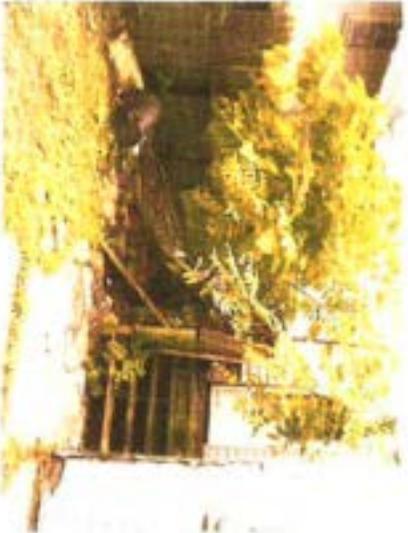
Allison H. Miller, Esq.
Compliance Counsel
Ocwen Loan Servicing, LLC
T: 561-682-8017
F: 561-682-8186
E: allison.miller@ocwen.com
NMLS #: 1852
Member CA Bar Association
FL Authorized House Counsel



803 E Elm Ave. 10/13/10



803 E Elm Ave. 10/13/10



HASSETT TITLE COMPANY, INC.
33 East Front Street
Monroe, MI 48161
Phone: (734) 242-9393 • Fax: (734) 242-2775

LAST GRANTEE, ENCUMBRANCE AND TAX SEARCH

TO:

City of Monroe
120 E. First Street
Monroe, Michigan 48161
Attn: Tom Ready

OUR FILE NO: 201242474

NAME: Claude Shaffer and C Cousino

PERIOD COVERED BY THIS SEARCH: March 29, 2000 to April 11, 2012 at 7:00 A.M.

DESCRIPTION OF REAL ESTATE: Land Situated in the City of Monroe, Monroe County, Michigan.

Lot 6, Assessor's Plat of Winkworth Plat, according to the plat thereof, as recorded in Liber 6 of Plats, Page 66, Monroe County Register of Deeds Office and half of vacated alley adjacent to the North side.

Tax ID No. 59-01416-000

We have examined the records in the Register of Deeds Office for Monroe County, Michigan, covering land hereinafter described and find that the instrument recited below is the last recorded conveyance in said office and that there are no undischarged encumbrances of record describing subject land, except as shown below:

LAST RECORDED CONVEYANCE: Warranty Deed

GRANTOR: Gerald Miller and Carol Miller, his wife

GRANTEE: Claude M. Shaffer and Cynthia Cousino

DATED: March 20, 2000

RECORDED: March 29, 2000

LIBER & PAGE: 1893-0023 (See Copy Attached)

MORTGAGOR: Claude M. Shaffer and Cynthia L. Cousino, joint tenants in common

MORTGAGEE: Monroe County Community Credit Union

AMOUNT: \$12,000.00

DATED: November 13, 2000

RECORDED: November 21, 2000

LIBER & PAGE: 1959-0628 (See Copy Attached)

MORTGAGOR: Claude M. Shaffer and Cynthia Cousino, two single people

MORTGAGEE: Novatar Mortgage, Inc., appearing of record as Mortgage Electronic Registration Systems, Inc.

AMOUNT: \$105,000.00

DATED: April 25, 2007

RECORDED: May 7, 2007

LIBER & PAGE: 2007R11437 (See Copy Attached)

TAXES: to and including the year 2011 are paid. 2011 Summer amount is \$2228.84. 2011 Winter amount is \$1144.05.

Tax ID No. 59-01416-000

The liability of this Company is limited to the amount paid for this search.

HASSETT TITLE COMPANY, INC.


Authorized Signature

LIBER 1893 PAGE 0023

RECEIVED FOR RECORD

00 MAR 29 PM 12:34

Leri Allen
REGISTER OF DEEDS
MONROE COUNTY, MICH

WARRANTY DEED - Statutory Form
7E-01745 M.C.L. 565.151

KNOW ALL PERSONS BY THESE PRESENTS: That Gerald Miller and Carol Miller, his wife

whose address is 4319 W. Dunbar Rd., Monroe, MI 48161

Convey(s) and Warrant(s) to Claude H. Shaffer and Cynthia Cousins

whose address is 803 E. Elm Ave., Monroe, MI 48162-2518
the following described premises situated in the City of Monroe
County of Monroe and State of Michigan, to-wit:

Lot 6, Assessors Plat of Winkworth Plat, according to the plat
thereof, as recorded in Liber 6 of Plats, Page 66, Monroe County
Records, and half of vacated alley adjacent to the North side.

Commonly known as: 803 E. Elm Ave., Monroe, Michigan 48162
for the full consideration of ~~XXXXXX~~ (\$32,000.00) Thirty Two Thousand Dollars
of Full Payment for Land Contract Dated 2/17/97
Subject to all restrictions, easements, covenants, conditions, building and use restrictions and to
any encumbrances affecting the land.
Tax ID Number: 99-01416-000
Dated this _____ day of _____

Witness:
Wendy W. Wilson
Wendy W. Wilson
Leri Allen
Leri Allen

Signed by:
Gerald Miller
Gerald Miller
Carol Miller
Carol Miller

STATE OF MICHIGAN }
COUNTY OF Monroe } ss.

The foregoing instrument was acknowledged before me this 20th day of March, 2000
by Gerald Miller and ~~Wendy W. Wilson~~ his wife by its

NOTARY PUBLIC, Macomb County, MI
Acting in Oakland County

My commission expires 2-20-02 My Commission Expires: 02-20-02

Instrument:
Drafted by Jeffrey P. Deener

Wendy W. Wilson
Wendy W. Wilson
Notary Public, Macomb County, Michigan
Business:
Address: 15000 Greenfield Rd. Ste 410
Oak Park, MI 48237

After recording return to: Claude H. Shaffer and Cynthia Cousins, 803 E. Elm Ave., Monroe,
Michigan 48162

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management
practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right
to Farm act.

Recording Fee: \$14.00
File Number: 7E-01745

Transfer Tax: \$275.00



275.00

RECEIVED FOR RECORD

00 NOV 21 AM 9:52

Lori Allen
REGISTER OF DEEDS
MONROE COUNTY, MICH

THIS IS A FUTURE ADVANCE MORTGAGE

This Document was prepared by: Monroe County Community Credit Union
715 N Telegraph Rd., Monroe, MI 48162

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is ~~November 13~~....., 2000..... and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: Claude M. Shaffer and Cynthia L. Cousino.
Joint Tenants in Common
803 E Elm Ave., Monroe, MI 48162

If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: Monroe County Community Credit Union, A Michigan Corporation
715 N Telegraph Road, Monroe, MI 48162

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys, sells, mortgages and warrants to Lender, with the power of sale, the following described property:

Lot 6, Assessors Plat of Winkworth Plat, according to the plat thereof,
as recorded in Liber 6 of Plats, Page 66, Monroe County Records, and
half of vacated alley adjacent to the North Side.

Tax ID#59-01416-000

The property is located in Monroe..... at,
(County)
803 E Elm Ave..... Monroe..... 48162
(Address)..... (City)..... Michigan..... (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The maximum principal amount, excluding protective advances, secured by this Security Instrument at any one time shall not exceed \$ 12,000.00..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Protective advances are defined by law and include an expenditure or expenditures such as advances made under the terms of this Security Instrument to protect Lender's priority and advances made to fulfill or perform an obligation of the Mortgagor under this Security Instrument, with respect to the mortgaged property, that the Mortgagor has failed to fulfill or perform.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)

157



2007R11437

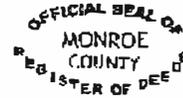
MORTGAGE

RECORDED ON 05/07/2007 12:41:30PM

GERI ALLEN - REGISTER OF DEEDS

MONROE COUNTY, MI

RECORDING: 59.00



PAGES: 16

MORTGAGE

07CR03395 07WR13474

Loan Number: 07-H73195

MIN: 100080190065399982

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated APRIL 25, 2007, together with all Riders to this document.

(B) "Borrower" is CLAUDE M. SHAFFER AND CYNTHIA COUSINO, two single people

Borrower's address is 803 EAST ELM AVENUE, MONROE, MICHIGAN 48162-2518

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is NOVASTAR MORTGAGE, INC.

Lender is a CORPORATION organized

and existing under the laws of VIRGINIA

Lender's address is 7070 SAMUEL MORSE DRIVE SUITE 200, COLUMBIA, MARYLAND 21046

(E) "Note" means the promissory note signed by Borrower and dated APRIL 25, 2007. The Note states that Borrower owes Lender ONE HUNDRED FIVE THOUSAND AND 00/100 Dollars (U.S. \$ 105,000.00) plus interest.

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MAY 1, 2037

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

16/09

LEGAL DESCRIPTION

LOT 6, ASSESSORS PLAT OF WINKWORTH PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 6 OF PLATS, PAGE 66, MONROE COUNTY RECORDS, AND 1/2 OF VACATED ALLEY ADJACENT TO THE NORTH SIDE.

BEING THE SAME PREMISES AS CONVEYED IN WARRANTY DEED FROM GERALD MILLER AND CAROL MILLER, HUSBAND AND WIFE, RECORDED ON 03/29/2000 IN LIBER 1893 PAGE 23 IN SAID COUNTY AND STATE.

Tax id: 59-01416-000



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

April 10, 2013

FILE COPY

SHAFFER, CLAUDE & C COUSINO
803 E ELM AVE
MONROE, MI 48162

RE: 803 E ELM AVE

DEAR SHAFFER, CLAUDE & C COUSINO

A Notice and Order was sent to you on **February 3, 2012** requiring you to demolish the structures at 803 E ELM AVE. According to the 2009 International Property Maintenance Code, Section 110, Demolition.

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

If you would like to show cause to why this should not be carried out, the authorization to award a contract for demolition will be brought in front of Monroe City Council on **April 15, 2013 at 7:30 pm** in the City of Monroe, Council Chambers.

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

Thank You

Joseph A. Lehmann
Building Official
City of Monroe

Cc. File.
Posted on structure.

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Pront. Trans.
MILLER, GERALD & CAROL	SHAFFER, CLAUDE & C COUSI	32,000	03/20/2000	WD	PAYOFF LC	1893-0023	SELLER	0.0
MILLER, GERALD & CAROL	COUSINO, C / SHAFFER, C (32,000	02/17/1997	WD	INVALID ECF STUDY	1566-0183	SELLER	100.0

Property Address	Class: 401 I	Zoning: R-1C	Building Permit(s)	Date	Number	Status			
803 E ELM AVE	School: 01 MONROE PUBLIC SCHOOLS		FURNACE	02/06/2001	PME-01-0019	N/V			
	P.R.E. 0%		RES MISCELLANEOUS	12/02/1994	94-1583	FINAL			
Owner's Name/Address	MAP #: 46		RES MISCELLANEOUS	06/24/1994	94-0672	N/V			
SHAFFER, CLAUDE & C COUSINO 803 E ELM AVE MONROE MI 48162	2014 Est TCV 64,540 TCV/TFA: 40.74		Land Value Estimates for Land Table 00021.#21 S MICHIGAN AVE AREA						
	X Improved	Vacant							
	Public Improvements	* Factors *							
	Dirt Road	Description	Frontage	Depth	Front Depth	Rate %Adj. Reason Value			
	Gravel Road	A	40.00	110.00	1.1433 0.9696	383 100 16,983			
	X Paved Road	40 Actual Front Feet, 0.10 Total Acres Total Est. Land Value = 16,983							
	X Storm Sewer								
	X Sidewalk								
	X Water								
	X Sewer								
	X Electric								
	X Gas								
	X Curb								
	X Street Lights								
	Standard Utilities								
	Underground Utils.								
	Topography of Site								
	X Level								
	Rolling								
	Low								
	High								
	X Landscaped								
	Swamp								
	Wooded								
	Pond								
	Waterfront								
	Ravine								
	Wetland								
	Flood Plain								
	X A	Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/ Other	Taxable Value	
	Who	When	What	2014	8,490	23,780	32,270		32,270C
	RAP	08/01/1990	INSPECTED	2013	8,490	23,780	32,270		32,270S
				2012	8,490	28,170	36,660		36,660S
				2011	10,620	30,210	40,830		40,830S



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Licensed To: City of Monroe, County of Monroe, Michigan

*** Information herein deemed reliable but not guaranteed***



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Bids for the Demolition of the structure located at 628 Humphrey Street.

DISCUSSION: Bids were opened on March 25, 2013 for the demolition of the structure located at 628 Humphrey Street. The three lowest bids were received from Quality Construction of Michigan Incorporated (\$7,900.00), Universal Consolidated Enterprises (\$8,900.00) and McBee Trucking (\$8,900.00).

After review of the bids it is recommended that the City Council award the above contact in the amount of \$7,900.00 to Quality Construction of Michigan Incorporated and that a total of \$11,900.00 be encumbered to include a contingency of \$4000.00 for any unforeseen costs associated with the demolition.

It is further recommended that the Mayor or Clerk Treasurer be authorized to sign the contract on behalf of the City of Monroe and that the Finance Director is authorized to transfer funds from General Fund Contingency to cover the contingency budget requested on the contract, if necessary.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: 4/15/13

REASON FOR DEADLINE: Council Meeting on this date.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Building Department

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$11,900.00
Cost of This Project Approval	\$11,900.00
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>
Demolition Service	101-65.805-818.030	\$11,900.00
		\$ N/A
		\$ N/A
<u>Other Funds</u>		\$ N/A
		\$ N/A
		\$ N/A
		\$ N/A

Budget Approval: 

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

DATE: 4/8/13

REVIEWED BY: Joseph A. Lehmann, Building Official 

COUNCIL MEETING DATE: 4/15/13

628 Humphrey

12/28/2004 Blight Violation.

07/27/2005 Blight Violation.

09/22/2005 Blight Violation.

01/26/2006 Blight Violation.

02/18/2010 Blight Violation.

03/11/2011 Blight Violation.

08/25/2011 Building/Blight Violation.

12/16/2011 unsecure structure. Boarded up.

01/19/2012 unsecure structure. Boarded up.

2/9/2012 Sent Property Maintenance Correction letter

11/21/2012 Sent Demolition order and posted structure.

4/10/2013 Sent Show cause hearing letter and posted structure.

C.I. **State of Michigan** Dept. No.
 MIS. **Municipal Civil Infraction** 02-4031
 JUV. **Notice of Violation** Complaint No. Offense Code

The People of: The State of Michigan
 Township City Village County
 OF: **MONROE** Local Use/Arrest No.
 THE UNDERSIGNED SAYS THAT ON: Month 12 Day 19 Year 2011 At approximately 8:45 A.M. P.M. Date Month Day Year
 State Driver's License Number Social Security No.

Race Sex Hair Weight Height Eyes Occupation/Employer
 Name (First, Middle, Last) **Gerald & Deborah Heiden**
 Street **13697 Dixon Road**
 City **Dundee** State **MI** Zip Code **48131**
 Vehicle Plate No. Year State Vehicle Description (Year, Make, Color) Type

THE PERSON NAMED ABOVE, in violation of § **Blight Section #210**
 UPON ADDRESS OR PARCEL # **628 Humphrey Street**
 AT OR NEAR
 WITHIN CITY VILLAGE TOWNSHIP OF **MONROE**
 COUNTY OF **MONROE** DID THE FOLLOWING:

- Blight
- Building
- False Alarms
- Partition Fences
- Refuse
- Signs
- Weeds/Grass, Trees, Refuse
- Other: **Section 210-2A(10) Storage of trash in yards, 210-2A(12) Junk (old tires, 210-2A(18) Security Sections(A) No longer habitable, (B) Abandoned vacant, not occupied, (C) Attractive nuisance to children, (D) Harbors of vagrants, criminals or immigrants**

This is a Civil Infraction and is your **1st** violation. The fine for this violation is \$ **100.00** and must be paid at City of Monroe Treasurer's Office by 4:30 p.m. on **Jan. 19, 2012** (30 calendar days from today, unless you contact the Treasurer's Office before this time for an explanation of your rights and instructions).

WARNING: If you fail to pay the fine specified above or fail to contact the Treasurer's Office on the date and time specified above, a civil infraction citation will be issued.

Response or payment may be made either in person or by mail to:
 Treasurer's Office
 City of Monroe
 120 East First Street
 Monroe, MI 48161-2171
 (734) 243-0700
 Hours: Monday-Friday
 8:00 a.m. - 4:30 p.m.

A copy of this Violation Notice was served upon the defendant using the following method:
 Personally
 Certified Mail (last known address)
 First Class Mail (last known address)

I declare under the penalties of perjury that the statements above are true to the best of my information, knowledge and belief.

Complainant's signature *[Signature]* Month 12 Day 19 Year 2011
 Officer's Name (printed) **Randy Harris** Officer's ID No. **20112**
 Agency City **MI - City of Monroe**

Total No. 02-4031
 Name
 Case No.

Code Enforcement | EEEN10-2191

Property Information

49-00666-000 628 HUMPHREY ST Subdivision:
MONROE MI, 48161 Lot: Block:

Name Information

Owner: HEIDEN, DEBORAH & GERALD Phone:
Occupant: Phone:
Filer: Phone:

Enforcement Information

Date Filed: 12/16/2011 Date Closed: Status: Complaint

Complaint:
Complaint of unsecured and vacant apartment building

Last Action Date: Last Inspection:

Last Action:

Blight Follow up Inspection | Randy Harris

Status: Completed Result: Violation(s)
Scheduled: 12/19/2011 09:30 AM 12/19/2011

Violations:

Uncorrected 210-2 A(10) Storage. Storage of trash, garbage, junk, waste materials and deteriorated furniture and appliances shall be prohibited on open front porches and in front and side yards. Such materials may be temporarily stored in a rear yard if such storage complies with the Code of the City of Monroe and is not for longer than seven continuous days.

Uncorrected 210-2 A(16) Junk, rubbish, garbage and refuse. Subject to exception as provided in Subsection A(10), the accumulation of junk, rubbish, garbage or refuse, out-of-doors on public or private property or in yards or easements is prohibited. As used in this subsection:

GARBAGE

By-products of foods or food processing.

JUNK

Parts of machinery, motor vehicle parts, vehicles, construction machinery or unused appliances, metals or materials.

REFUSE

Cement pieces, cut trees and branches or commercial wastes.

RUBBISH

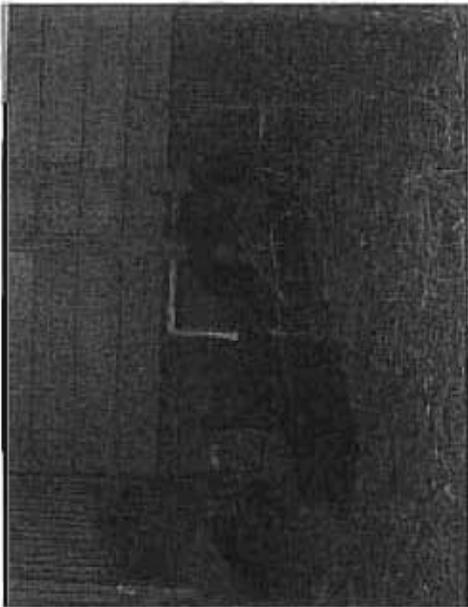
Waste materials, including papers, boxes, cardboard, grass clippings, leaves, garden and flower stock or plastics. Rubbish does not include grass clippings, leaves, garden and flower stock used for compost for garden fertilizer.

Uncorrected Security. All dwellings, buildings and structures shall be kept securely locked and the windows thereof shall be kept in good repair. This subsection prohibits the existence of any building or structure or any part of a building or structure which, because of fire, wind or other natural disaster, neglect, physical deterioration or dilapidation, is:

- (a) No longer habitable as a dwelling.
- (b) Abandoned, vacant, not occupied or utilized.
- (c) An attractive nuisance to children.
- (d) A harbor to vagrants, criminals or immoral persons.

Comments:

12/19/2011
1/ Doors & windows unsecured.
2/ No gas service to dwelling units.
3/ Blight, old tires, and garbage in various areas of property.
Photos taken & In system.
Send letter to property owner.
R.A.Harris
xxxxxxxxxxxx



MEMORANDUM

TO: Bill Walters, Department of Public Services
FROM: David Tubbs, Building Department
DATE: December 29, 2011
SUBJECT: Removal of Blight and Securing a Building

According to Section 3 of Ordinance 90-004, it is up to the Department of Public Services to dispose of the following blighted condition:

210-2 A(10) Storage. Storage of trash, garbage, junk, waste materials and deteriorated furniture and appliances shall be prohibited on open front porches and in front and side yards. Such materials may be temporarily stored in a rear yard if such storage complies with the Code of the City of Monroe and is not for longer than seven continuous days.

210-2 A(16) Junk, rubbish, garbage and refuse. Subject to exception as provided in Subsection A(10), the accumulation of junk, rubbish, garbage or refuse, out-of-doors on public or private property or in yards or easements is prohibited. As used in this subsection:

GARBAGE

By-products of foods or food processing.

RUBBISH

Waste materials, including papers, boxes, cardboard, grass clippings, leaves, garden and flower stock or plastics. Rubbish does not include grass clippings, leaves, garden and flower stock used for compost for garden fertilizer.

Security. All dwellings, buildings and structures shall be kept securely locked and the windows thereof shall be kept in good repair. This subsection prohibits the existence of any building or structure or any part of a building or structure which, because of fire, wind or other natural disaster, neglect, physical deterioration or dilapidation, is:

- (a) No longer habitable as a dwelling.
- (b) Abandoned, vacant, not occupied or utilized.

(c) An attractive nuisance to children.

(d) A harbor to vagrants, criminals or immoral persons.

Inspectors note: Rear door, the basement entrance and the front door are not secure. A side light window on the front door is also broken out and missing.

Located at,628 HUMPHREY ST Monroe, Michigan. Assessment should be sent to:

HEIDEN, DEBORAH & GERALD

13697 DIXON RD

DUNDEE, MI 48131

Parcel # 49-00666-000

Thank you for your anticipated response to this matter.

628 Humphrey 1-5-12



628 Humphrey 1-5-12



628 Humphrey 1-5-12





**Building Department
120 East First Street
Monroe, MI 48161-2169
(734) 384-9186**

FILE COPY

February 9, 2012

HEIDEN, DEBORAH & GERALD
13697 DIXON RD
DUNDEE, MI 48131

RE: 628 HUMPHREY ST

DEAR HEIDEN, DEBORAH & GERALD

An inspection was conducted at this property on 04/10/2013. At the time of inspection, the following is a list of violations according to the 2009 International Property Maintenance Code.

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

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

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

304.16 Basement hatchways. Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

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

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

305.3 Interior surfaces. All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.5 Handrails and guards. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition. 307.1 Accumulation; of rubbish or garbage. All exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.

It is, therefore, required that the conditions described above be repaired or improvements made to abate the unsafe condition and that you contact us within 14 calendar days of 04/10/2013 to secure all required permits, the work

must show progress within 30 days after issuance of the permit and all work shall be completed within 180 days from the date of this order.

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

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

We look forward to your prompt response.

Respectfully,

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

Joseph A. Lehmann
Building/Zoning Director



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

FILE COPY

11/21/2012

HEIDEN, DEBORAH & GERALD
13697 DIXON RD
DUNDEE, MI 48131

Re: 628 HUMPHREY ST

Dear HEIDEN, DEBORAH & GERALD:

NOTICE AND ORDER

Due to the present condition and the failure to maintain the structure at 628 HUMPHREY ST it has become so old, dilapidated and out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair that the structure be demolished and removed. (Section 110 of the 2009 International Property Maintenance Code).

ACTION TO BE TAKEN

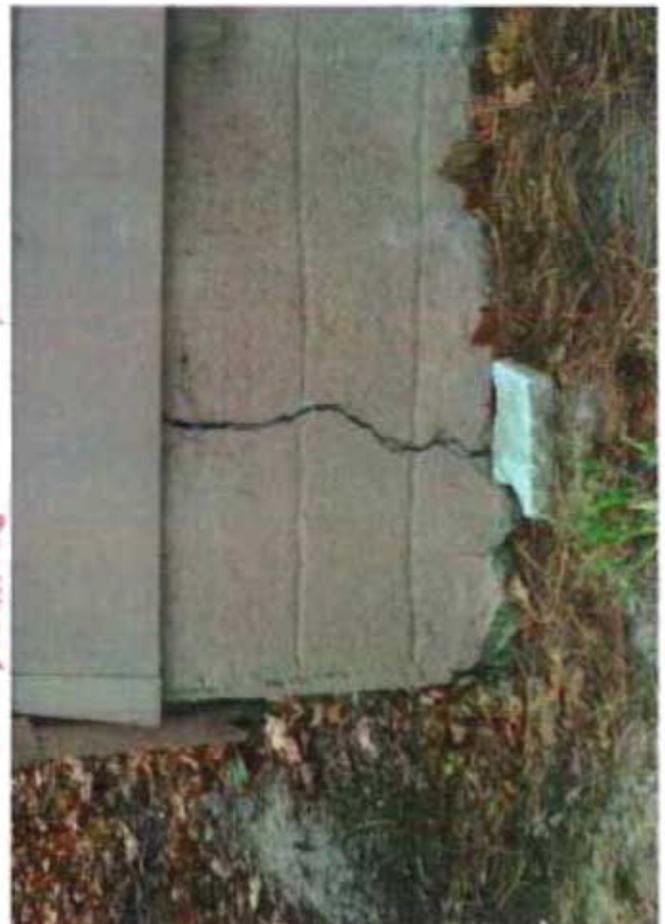
It is, therefore, required that you shall secure the required demolition permit within 20 days of November 21, 2012 and demolition completed within 30 days of issuance. That should you fail to comply with this order within the time prescribed, I shall cause the structure to be demolished per the City of Monroe demolition specifications and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate. The cost shall also be the personal obligation of the property owner which may be collected by the use of any and all appropriate legal remedies.

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

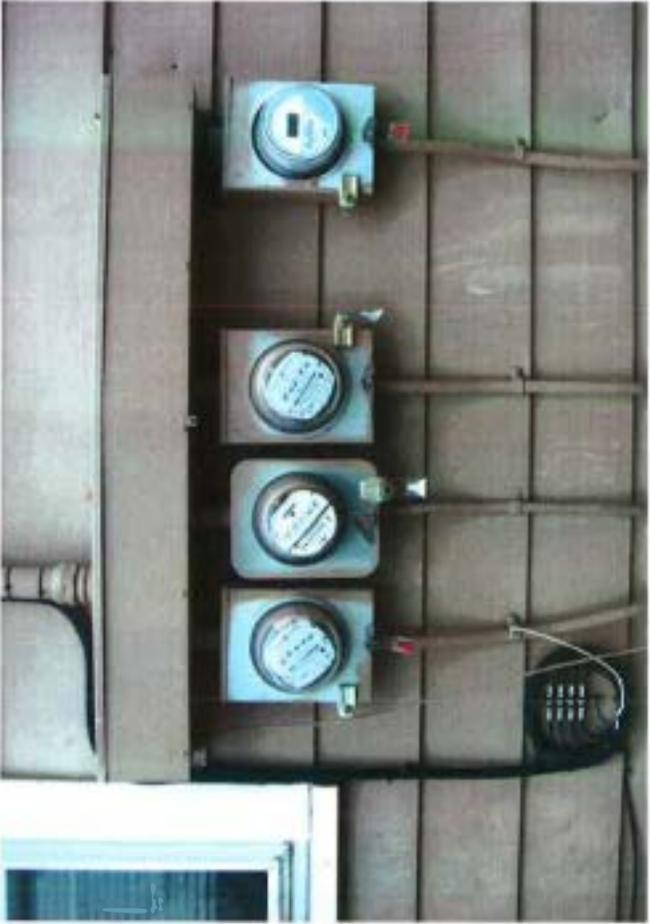
If you have any questions, please feel free to contact this office.

Sincerely,

Joseph A. Lehmann
Building Official
City of Monroe



Col's Plumbing
11-20-2012



11-20-2012

628 Humpreys

11-20-2012

628 Hummingbird



CONDEMNED

**THIS STRUCTURE AT 628 HUMPHREY ST.
IS DEEMED UNSAFE
FOR HUMAN OCCUPANCY**

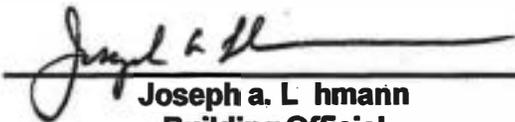
FILE COPY

Under the International Property Maintenance Code of the City of
Monroe Codified Ordinance

**IT IS UNLAWFUL FOR ANY PERSON TO OCCUPY OR
RESIDE IN THIS BUILDING**

DATE: November 21, 2012

BY ORDER OF:

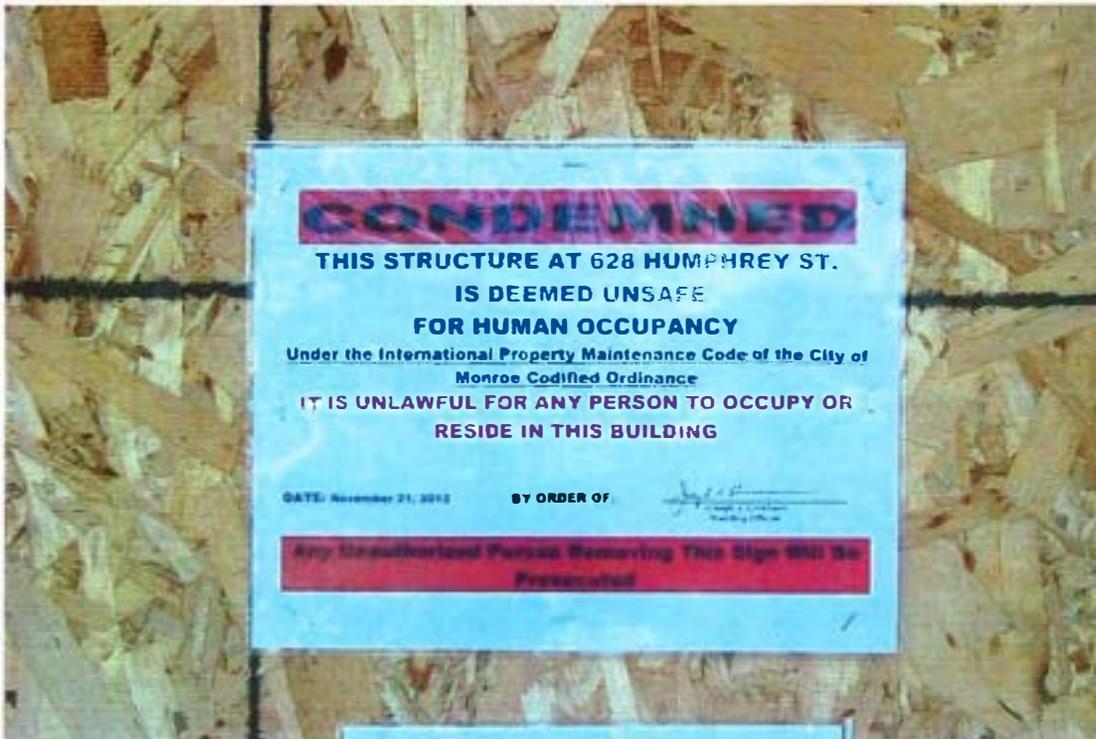


Joseph a. L. hmann
Building Official

**Any Unauthorized Person Removing This Sign Will Be
Prosecuted**

628 HUMPHREY ST.

01-15-2013





PROOF OF SERVICE

STATE OF MICHIGAN)) SS
COUNTY OF MONROE)

To: HEIDEN, DEBORAH & GERALD
13697 DIXON RD
DUNDEE, MI 48131

RE: 628 HUMPHREY ST

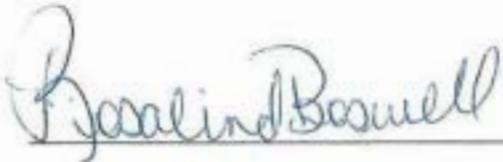
I hereby certify that on 01/15/2013, I personally served a copy of a letter regarding a Demolition Order and Condemned posting by:

- By mailing a copy by First Class Mail to Attorney for Duetsche Bank National Trust Company 888 W. Big Beaver Suite 800
- By mailing a copy by First Class Mail (last known address)
- By posting it in a conspicuous place in or about the structure affected by the notice.

Subscribed and sworn to before this:

01/15/2013

 (FOR POSTING @ 628)
 Randy Harris
 Building Inspector



Notary Public
 Monroe County, Michigan
 My Commission Expires: 5/5/2018
 Acting in the County of Monroe



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

April 10, 2013

FILE COPY

HEIDEN, DEBORAH & GERALD
13697 DIXON RD
DUNDEE, MI 48131

RE: 628 HUMPHREY ST

DEAR HEIDEN, DEBORAH & GERALD

A Notice and Order was sent to you on **November 21, 2012** requiring you to demolish the structures at 628 HUMPHREY ST. According to the 2009 International Property Maintenance Code, Section 110, Demolition.

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

If you would like to show cause to why this should not be carried out, the authorization to award a contract for demolition will be brought in front of Monroe City Council on **April 15, 2013 at 7:30 pm** in the City of Monroe, Council Chambers.

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

Thank You

Joseph A. Lehmann
Building Official
City of Monroe

Cc. File.

Posted on structure.

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.							
HEIDEN, DEBORAH & GERALD	D & G REAL PROPERTIES, LL	0	09/21/2006	QC	QUIT CLAIM	3178-0519	AFFIDAVIT	0.0							
D & G REAL PROPERTIES, LL	HEIDEN, DEBORAH & GERALD	1	09/20/2006	QC	QUIT CLAIM	3178-0493	AFFIDAVIT	0.0							
HEIDEN, DEBORAH A & GERALD	D & G REAL PROPERTIES, LL	1	03/03/2006	QC	QUIT CLAIM	3072-0483	AFFIDAVIT	0.0							
SEGER, SHEILA R	HEIDEN, DEBORAH A & GERALD	113,300	09/30/2005	WD	WARRANTY DEED	3006-0557	AFFIDAVIT	100.0							
Property Address		Class: 401 I		Zoning: R-1C		Building Permit(s)		Date	Number	Status					
628 HUMPHREY ST		School: 01 MONROE PUBLIC SCHOOLS		FURNACE		11/29/2006		PME-07-0126	N/V						
		P.R.E. 0%		DECK - PATIO - OR PORCH		10/12/2004		PBD-05-0419	FINAL						
Owner's Name/Address		MAP #: 54		SIDEWALK		07/05/2001		PBD-01-0634	N/V						
HEIDEN, DEBORAH & GERALD 13697 DIXON RD DUNDEE MI 48131		2014 Est TCV 50,162 TCV/TFA: 18.94		ROOF		06/06/2000		PBD-00-0647	N/V						
		X Improved		Vacant		Land Value Estimates for Land Table 00010.#10 N OF FIRST ST W OF HALF ST									
Taxpayer's Name/Address		Public Improvements		Description		* Factors *		Rate %Adj. Reason		Value					
HEIDEN, DEBORAH & GERALD 13697 DIXON RD DUNDEE MI 48131		X Paved Road		'A' 47' FF		80.00 67.50 0.7665 0.6944		244 100		10,389					
		X Storm Sewer		80 Actual Front Feet, 0.12 Total Acres		Total Est. Land Value =				10,389					
		X Sidewalk													
		X Water													
		X Sewer													
		X Electric													
		X Gas													
		X Curb													
		X Street Lights													
		Standard Utilities													
		Underground Utils.													
Tax Description		ISADORE NAVARRE FARM LOT 20 EXCEPT THE S 74.5 FT													
Comments/Influences		CITY OF MONROE ORDINANCE SECTION 338-1A PROVIDES THAT RESPECTIVE OWNERS OF ALL LOTS WITHIN THE CITY													
		Topography of Site													
		X Level													
		Rolling													
		Low													
		High													
		X Landscaped													
		Swamp													
		Wooded													
		Pond													
		Waterfront													
		Ravine													
		Wetland													
		Flood Plain													
		X A													
		Who		When		What		Year		Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
		ADM 08/08/2012		INSPECTED				2014		5,190	19,890	25,080			25,080C
		RAP 06/01/1992		INSPECTED				2013		5,190	19,890	25,080			25,080S
								2012		5,190	23,960	29,150			29,150S
								2011		6,490	26,450	32,940			32,940S

*** Information herein deemed reliable but not guaranteed***



CITY COUNCIL AGENDA FACT SHEET

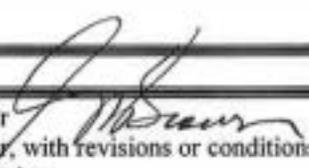
RELATING TO: Bids for the Demolition of the structure located at 1116 Franklin Street.

DISCUSSION: Bids were opened on March 25, 2013 for the demolition of the structures located at 1116 Franklin Street. The three lowest bids were received from Quality Construction of Michigan Incorporated (\$6,000.00), Universal Consolidated Enterprises (\$6,900.00) and Mabee Trucking (\$7,900.00).

After review of the bids it is recommended that the City Council award the above contact in the amount of \$6,000.00 to Quality Construction of Michigan Incorporated and that a total of \$10,000.00 be encumbered to include a contingency of \$4000.00 for any unforeseen costs associated with the demolition.

It is further recommended that the Mayor or Clerk Treasurer be authorized to sign the contract on behalf of the City of Monroe and that the Finance Director is authorized to transfer funds from General Fund Contingency to cover the contingency budget requested on the contract, if necessary.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: 4/15/13

REASON FOR DEADLINE: Council Meeting on this date.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Building Department

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

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$10,000.00
	Cost of This Project Approval	\$10,000.00
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:	<u>City</u>	Account Number	Amount
	Demolition Service	273-65.730-818.030 (CDBG Funds)	\$10,000.00
			\$ N/A
			\$ N/A
	<u>Other Funds</u>		\$ N/A
			\$ N/A
			\$ N/A
			\$ N/A

Budget Approval: 

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

DATE: 4/8/13

REVIEWED BY: Joseph A. Lehmann, Building Official 

COUNCIL MEETING DATE: 4/15/13

1116 Franklin

6/28/2010 Unsecure Building requested DPS to secure.

8/30/10 Sent Property Maintenance Violation.

11/4/2010 Sent Demolition Order.

12/10/2010 Owner supplied repair time line.

1/15/2011 Sent E-mail to owner questioning start of repairs.

2/4/11 Issued permit to do repairs.

11/21/2012 Owner failed to complete repairs. Sent out Demolition Order.

1/22/2013 Unsecure Building requested DPS to secure.

4/9/2013 Sent Show cause letter and posted structure.

MEMORANDUM

TO: Bill Walters, Department of Public Services
FROM: Randy Harris, Building Inspector *RHA*
DATE: June 29, 2010
SUBJECT: Board up

According to Section 3 of Ordinance 90-004, it is up to the Department of Public Services to dispose of the following blighted condition:

Please board up and secure dwelling at 1116 Franklin Street, Monroe, Michigan. May wish to have police verify that the structure is vacant. Assessment should be sent to:

Ernest Veres III
1116 Franklin Street
Monroe, MI 48161

Parcel #49-01088-000

Thank you for you anticipated response to this matter.

RH/lav

CC: File

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
VERES, ERNEST II & JULIE	VERES, ERNEST B III	30,000	04/27/2000	WD	FAMILY SALE	1902-0994	SELLER	100.0

Property Address	Class: 401 I	Zoning: R-1C	Building Permit(s)	Date	Number	Status
1116 FRANKLIN ST	School: 01 MONROE PUBLIC SCHOOLS					
Owner's Name/Address	MAP #: 54					
VERES, ERNEST B III 1116 FRANKLIN ST MONROE MI 48161	2011 Est TCV 42,844 TCV/TFA: 30.21					

Owner's Name/Address	Improved	Vacant	Land Value Estimates for Land Table 00017.#17 WINCHESTER ST AREA						
VERES, ERNEST B III 1116 FRANKLIN ST MONROE MI 48161	X		* Factors *						
			Description	Frontage	Depth	Front Depth	Rate %Adj. Reason	Value	
			'A' 45' FF	27.25	82.00	1.2851 0.7250	88 100	2,234	
			27 Actual Front Feet, 0.05 Total Acres					Total Est. Land Value =	2,234

Taxpayer's Name/Address	Public Improvements
VERES, ERNEST B III 1116 FRANKLIN ST MONROE MI 48161	<input checked="" type="checkbox"/> Dirt Road <input checked="" type="checkbox"/> Gravel Road <input checked="" type="checkbox"/> Paved Road <input checked="" type="checkbox"/> Storm Sewer <input checked="" type="checkbox"/> Sidewalk <input checked="" type="checkbox"/> Water <input checked="" type="checkbox"/> Sewer <input checked="" type="checkbox"/> Electric <input checked="" type="checkbox"/> Gas <input checked="" type="checkbox"/> Curb <input checked="" type="checkbox"/> Street Lights <input checked="" type="checkbox"/> Standard Utilities <input checked="" type="checkbox"/> Underground Utils.

Tax Description	Topography of Site
STEWART PLAT EAST 1/2 OF LOT 105	<input checked="" type="checkbox"/> Level Rolling Low High <input checked="" type="checkbox"/> Landscaped Swamp Wooded Pond Waterfront Ravine Wetland Flood Plain <input checked="" type="checkbox"/> A



The Equalizer. Copyright (c) 1999 - 2009. Licensed To: City of Monroe, County of Monroe

Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
2011	1,120	20,300	21,420			20,830C
2010	1,120	19,710	20,830			20,830S
2009	1,400	25,920	27,320			27,320S
2008	1,550	31,780	33,330			28,560C

Who When What
RAP 06/01/1992 INSPECTED

*** Information herein deemed reliable but not guaranteed***



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

Monday, August 30, 2010

VERES, ERNEST B III
1116 FRANKLIN ST
MONROE, MI 48161

RE: 1116 FRANKLIN ST

DEAR VERES, ERNEST B III

An inspection was conducted at this property on 08/30/2010. At the time of inspection, the following is a list of violations according to the 2006 International Property Maintenance Code.

302.5 Rodent harborage. All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent re-infestation.

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

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

304.10 Stairways, decks, porches. Every exterior stairway, deck porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

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

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

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

304.9 Overhang extensions. All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

305.1 General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

It is, therefore, required that the conditions described above be repaired or improvements made to abate the unsafe condition and that you contact us within 14 calendar days (September 13, 2010), to secure all required permits, the work must show progress within 30 days after issuance of the permit and all work shall be completed within 180 days from the date of this order.

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

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

Your Cooperation in this matter is appreciated.

Respectfully,



Joseph A. Lehmann
Building/Zoning Director

1116 Franklin





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

Thursday, November 4, 2010

FILE COPY

VERES, ERNEST B III
1116 FRANKLIN ST
MONROE, MI 48161

Re: 1116 FRANKLIN ST

Dear VERES, ERNEST B III:

Notice and Order

Due to the present condition and the failure to repair the structure at 1116 FRANKLIN ST it has become so old, dilapidated and out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair that the structure be demolished and removed. (**Section 110 of the 2006 International Property Maintenance Code**).

ACTION TO BE TAKEN

It is, therefore, required that you shall secure the required demolition permit within 20 days of Thursday, November 4, 2010 and demolition completed within 30 days of issuance. That should you fail to comply with this order within the time prescribed, I shall cause the structure to be demolished per the City of Monroe demolition specifications and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate. The cost shall also be the personal obligation of the property owner which may be collected by the use of any and all appropriate legal remedies.

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

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

Sincerely,

Joseph A. Lehmann
Building Official
City of Monroe

Also sent a copy of
Prop. Maint ltr & this ltr to

2975 Carleton West Rd
Carleton MI 48117

Lehmann, Joseph

To: e.veres@hotmail.com
Subject: 1116 Franklin

Mr. Veres according to your proposed time line for the repairs of your house at 1116 Franklin, you said that you would apply for a permit by 1/14/11 and have the front porch repaired within 20 days. At this time I have not seen any application for permit. Failure to start work by 2/4/2011 will result in the Building department continuing on with the demolition order.

Thank you

Joe Lehmann
City of Monroe
Building/Zoning Director
(734) 384-9186

FILE COPY



CITY OF MONROE

Joseph A. Lehmann, Building Official
120 E. FIRST ST., MONROE, MI 48161-2169
734/384-9186, FAX 734/384-9108

PERMIT NO. : PBD-11-0401
DATE ISSUED : 2-4-11 *JL*

PROPERTY

1116 FRANKLIN ST
49-01088-000 Lot

OWNER

VERES, ERNEST B III
1116 FRANKLIN ST
MONROE MI 48161

APPLICANT

VERES, ERNEST B III
1116 FRANKLIN ST
MONROE MI 48161

ARCHITECT/ENGINEER**WORK DESCRIPTION:**

NOTE:
THIS IS A PARTIAL PERMIT ONLY. SEPARATE PERMITS SHALL BE REQUIRED FOR BALANCE OF WORK.

REMOVE AND REPLACE WOOD STAIR ASSEMBLY ON FRONT OF EXISTING DWELLING PER SUBMITTED DOCUMENTS. ALL WORK INCLUDING RISERS, TREADS, SLOPE, GUARDRAILS, AND HANDRAIL SHALL COMPLY WITH THE 2006 MICHIGAN RESIDENTIAL BUILDING CODE.

NOTE:
INSPECTION TIMES ARE APPROXIMATE, AND WILL BE SCHEDULED BASED ON AVAILABILITY. 24 HOUR ADVANCE NOTICE IS PREFERRED.

Standard Item	Application Fee	1.00	50.00
New Const.	01. Value, \$1-\$10,000	500.00	25.00
Plan Review	Plan Review	75.00	48.75

VALUE OF CONSTRUCTION: \$500 **Total Cost:** \$123.75

ZONING:
CONSTRUCTION TYPE:
USE GROUP:

I hereby certify that I have read and examined this permit and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days assuring all required inspections are requested in conformance with all referenced codes within and including the Michigan Building Code.

Ernest B Veres
CONTRACTOR'S/OWNER'S/APPLICANT'S SIGNATURE

Joseph A. Lehmann *JL*
BUILDING ZONING DIRECTOR

INSPECTIONS REQUIRED:

- EXCAVATION BEFORE POURING FOOTING
- BACK FILL
- ICE GUARD/SHEATHING
- ROUGH BEFORE COVERING
- INSULATION
- AIR BARRIER
- DRY WALL

APPROVED

INSPECTIONS REQUIRED

- PREPOUR/CONCRETE SLAB
- TRENCH
- SERVICE
- SEWER PLUG
- PRESURE TEST
- CONSTANT
- FINAL

APPROVED

24 HOUR NOTICE REQUIRED FOR INSPECTIONS EXCEPT ICE GUARD AND SHEATHING
SEPARATE PERMITS REQUIRED FOR WORK OTHER THAN DESCRIBED ABOVE
DO NOT OCCUPY THIS BUILDING BEFORE OBTAINING CERTIFICATE OF OCCUPANCY

Lehmann, Joseph

From: Ernest Veres [e.veres@hotmail.com]
Sent: Friday, December 10, 2010 1:36 AM
To: Lehmann, Joseph
Subject: 1116 franklin st monroe mi 48161
Attachments: scan0001.pdf; scan0003.pdf

scan0001.pdf is materials list for repairing the front and side porches of all broken, rotten wood. scan0003.pdf is materials for completeing the siding on home.

Repairs to be completed as follows

PROJECT

TIME LAPSE OF PROJECT

Remove boards on doors, windows, fix broken window from home being broken into,
replace door handle of front door. To be completed within 14 days of 12-21-10

Front porch, Lattice, railings, steps repaired of all broken, rotten wood.
latter than 1-14-11 Permit application will be applied for no

and work will be completed within 20 days of permit approval

unless permit determines otherwise.

Side porch, steps, railings, lattice, repaired of all broken, rotten wood.
latter than 2-11-11 and Permit application will be applied for no

work will be completed within 20 days of permit approval unless

permit determines otherwise.

Sofit, replace and or repair any loose or broken, rotten wood. Permit if necessary will be applied for no latter than 3-11-11 and

work will be completed within 20 days of permit approval unless permit determines otherwise.

Scrape, insulate, side remainder of home. Permit application will be applied for no latter than 4-8-11 and

work will be completed within 20 days of permit approval unless permit determines otherwise.

-please note completion dates are the latest dates work will be completed
-multiple projects are likley to occur simultaneously ahead of schedule
-several other minor repairs will be made as well, as they are discovered during work.

Thank you, Ernest Bruce Veres III

Carter Lumber MI 123 (50-5)
 350 N. Dixie Hwy.
 Monroe MI 48162-2546

PH (734)-242-6444 FAX (734)-242-0630

cash123 Bruce Veres ESTIMATE

XXXXXXXX

123024517 Expires on: 12/04/10
 //ESTIMATE//ESTIMATE//ESTIMATE//ESTIMATE//ESTIMATE//ESTIMATE//ESTIMATE//

12/04/10 Kevin Walters 01/01

100	C4DCG01 .042 PV D4DL WHITE	271012	5.35	pc	535.00
8	VIN SDG OCPNC1 OS CORNER POST WH	270271	12.05	EACH	96.40
18	VIN SDG 1JWUC1 UN J CHANNEL WHT	270016	3.91	EACH	70.38
8	VIN SDG FC01 F-CHANNEL WHITE	270012	4.58	EACH	36.64
4	VIN SDG FTN01 FINISH TRIM WHITE	270018	4.12	EACH	16.48
11	VIN SDG RSS RIGD SIL START STRIP	270186	3.73	EACH	41.03
6	1/4X48X50 R1 FAN FOLD	91493	48.99	EACH	293.94

0.00 1,089.87

55.39 1,155.26

PROJECT ESTIMATE

PORCHES

CONTACT: VERES III, BRUCE
CUST #: 24876686

SALESPERSON: BIGGS, GARRY
SALES #: 249400

PROJECT NUMBER: 311739533

DATE ESTIMATED: 12/06/10

QTY	ITEM #	ITEM DESCRIPTION	VEND PART #	PRICE
5	4654	5-STEP STRINGER #1 WATER REPEL		59.85
4	2490	STEP TREAD 2X12X48"BULL NOSE #		47.92
3	98886	PT LATTICE ECONOMY 2X8 PANEL	1033	17.91
3	42602	4X4X54 COLONIAL BALL TOP POST		38.88
1	77671	2X4X12 ACQ TOP CHOICE TRKATED	NA	4.97
1	18288	3 1/2" EXTERIOR SCREW 5#-10 YE	PTN312S5	18.47
4	2491	STEP TREAD 2X12X36"BULL NOSE #		35.92
1	115979	GL PREM EXT FL BS3	70103A/01	19.47
TOTAL FOR ITEMS				243.39
FREIGHT CHARGES				0.00
DELIVERY CHARGES				0.00
TAX AMOUNT				14.60
TOTAL ESTIMATE				257.99

This Quote is valid until 01/05/11.

MANAGER SIGNATURE

DATE

THIS ESTIMATE IS NOT VALID WITHOUT MANAGER'S SIGNATURE.
THIS IS AN ESTIMATE ONLY. DELIVERY OF ALL MATERIALS CONTAINED IN THIS
ESTIMATE ARE SUBJECT TO AVAILABILITY FROM THE MANUFACTURER OR SUPPLIER.
QUANTITY, EXTENSION, OR ADDITION ERRORS SUBJECT TO CORRECTION. CREDIT
TERMS SUBJECT TO APPROVAL BY LOWES CREDIT DEPARTMENT.

LOWES IS A SUPPLIER OF MATERIALS ONLY. LOWES DOES NOT ENGAGE IN THE PRACTICE
OF ENGINEERING, ARCHITECTURE, OR GENERAL CONTRACTING. LOWES DOES NOT ASSUME
ANY RESPONSIBILITY FOR DESIGN, ENGINEERING, OR CONSTRUCTION; FOR THE
SELECTION OR CHOICE OF MATERIALS FOR A GENERAL OR SPECIFIC USE; FOR
QUANTITIES OR SIZING OF MATERIALS; FOR THE USE OR INSTALLATION OF MATERIALS;
OR FOR COMPLIANCE WITH ANY BUILDING CODE OR STANDARD OF WORKMANSHIP.



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

11/21/2012

VERES, ERNEST B III
 1116 FRANKLIN ST
 MONROE, MI 48161

Re: 1116 FRANKLIN ST

Dear VERES, ERNEST B III:

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total		

7007 2560 0000 1410 0762

11-21-12
 Post office
 4:35

Send to:
 Recipient or PO
 City, State

ERNEST VERES III
1116 FRANKLIN STREET
MONROE MI 48161

PS Form 3840, August 2006

NOTICE AND ORDER

Due to the present condition and the failure to repair the structure at 1116 FRANKLIN ST it has become so old, dilapidated and out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair that the structure be demolished and removed. (**Section 110 of the 2009 International Property Maintenance Code**).

ACTION TO BE TAKEN

It is, therefore, required that you shall secure the required demolition permit within 20 days of November 21, 2012 and demolition completed within 30 days of issuance. That should you fail to comply with this order within the time prescribed, I shall cause the structure to be demolished per the City of Monroe demolition specifications and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate. The cost shall also be the personal obligation of the property owner which may be collected by the use of any and all appropriate legal remedies.

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

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

Sincerely,

Joseph A. Lehmann
 Building Official
 City of Monroe



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

Memo

To: Bill Walters, Department of Public Services
From: Eldon (Butch) Weiss City of Monroe Inspector *BW*
Date: 01/22/2013
Re: **Please board up unsecure dwelling**

Bill, could you please board up open doors and windows list below (See Pictures)

1. West side second front door
 2. Rear window
 3. West side of house basement windows.
-

<u>Address</u>	<u>Parcel Number</u>
1116 FRANKLIN ST	49-01088-000

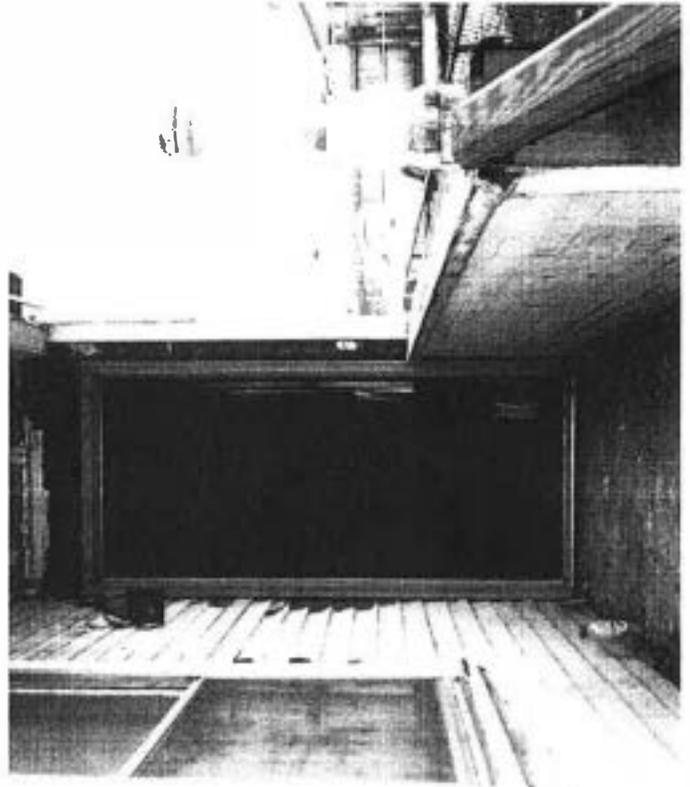
Owner of Record

VERES, ERNEST B III
1116 FRANKLIN ST
MONROE, MI 48161

Thank you for your assistance to this matter.

FILE COPY

1116 FRANKLIN (1-22-2013) R





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

April 09, 2013

VERES, ERNEST B III
11820 Maxwell Road
Carleton, MI 48117

RE: 1116 FRANKLIN ST

DEAR VERES, ERNEST B III

A Notice and Order was sent to you on **November 21, 2012** requiring you to demolish the structures at 1116 FRANKLIN ST. According to the 2009 International Property Maintenance Code, Section 110, Demolition.

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

If you would like to show cause to why this should not be carried out, the authorization to award a contract for demolition will be brought in front of Monroe City Council on **April 15, 2013 at 7:30 pm** in the City of Monroe, Council Chambers.

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

Thank You

Joseph A. Lehmann
Building Official
City of Monroe

Cc. File.
Posted on structure.

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
VERES, ERNEST II & JULIE	VERES, ERNEST B III	30,000	04/27/2000	WD	FAMILY SALE	1902-0994	SELLER	100.0

Property Address	Class: 401 I	Zoning: R-1C	Building Permit(s)	Date	Number	Status			
1116 FRANKLIN ST	School: 01 MONROE PUBLIC SCHOOLS								
Owner's Name/Address	P.R.E. 0%								
VERES, ERNEST B III 11820 MAXWELL RD CARLETON MI 48117	MAP #: 54								
Taxpayer's Name/Address	2014 Est TCV 28,990 TCV/TFA: 20.44								
VERES, ERNEST B III 11820 MAXWELL RD CARLETON MI 48117	X Improved	Vacant	Land Value Estimates for Land Table 00017.#17 WINCHESTER ST AREA						
	Public Improvements		* Factors *						
	Dirt Road		Description	Frontage	Depth	Front Depth	Rate %Adj. Reason	Value	
	Gravel Road		'A' 45' FF	27.25	82.00	1.2851 0.7250	70 100	1,777	
	X Paved Road		27 Actual Front Feet, 0.05 Total Acres				Total Est. Land Value =	1,777	
	X Storm Sewer								
	X Sidewalk								
	X Water								
	X Sewer								
	X Electric								
	X Gas								
	X Curb								
	X Street Lights								
	Standard Utilities								
	Underground Utils.								
	Topography of Site								
	X Level								
	Rolling								
	Low								
	High								
	X Landscaped								
	Swamp								
	Wooded								
	Pond								
	Waterfront								
	Ravine								
	Wetland								
	Flood Plain								
	X A		Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/ Other	Taxable Value
	Who	When	What	2014	890	13,610	14,500		14,500C
	RAP 06/01/1992	INSPECTED		2013	890	13,610	14,500		14,500S
				2012	890	15,980	16,870		16,870S
				2011	1,120	17,970	19,090		19,090S



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*** Information herein deemed reliable but not guaranteed***



PROOF OF SERVICE

STATE OF MICHIGAN)

) SS

COUNTY OF MONROE)

To: VERES, ERNEST B III
1116 FRANKLIN ST
MONROE, MI 48161

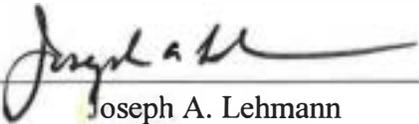
RE: 1116 FRANKLIN ST

I hereby certify that on 04/10/2013, I personally served a copy of a letter regarding a **Show Cause Hearing Letter** by:

- Delivering a copy personally to each person to whom it is directed.
- By mailing a copy by First Class Mail (last known address)
- By posting it in a conspicuous place in or about the structure affected by the notice.

Subscribed and sworn to before this:

04/10/2013



 Joseph A. Lehmann
 Building Official



Notary Public
 Monroe County, Michigan
 My Commission Expires: 6/6/2015
 Acting in the County of Monroe

SHARON C. MALOTKY
 Notary Public, State of Michigan
 County of Monroe
 My Commission Expires **06-06-2015**
 Acting in the county of MONROE



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: DETROIT AVENUE BRIDGE OVER MASON RUN DRAIN – CONSULTANT INSPECTION AND DESIGN

DISCUSSION: On Wednesday, April 10, Department of Engineering and Public Services responded to what was believed to be a fairly routine request to address a hole in the pavement on the northbound lane of Detroit Avenue crossing over the Mason Run Drain. However, upon reviewing the location, the situation was determined to be much more serious, requiring a complete closure of the roadway as a precautionary measure. While the hole itself is not particularly large at this time, it appears to be over the east edge of the original roadway bridge that was apparently placed in 1929 when Detroit Avenue was first extended southward from Mill Street at a width of 18 feet. After researching the Engineering Department records and comparing with the recent visual evidence, we now believe that when the roadway was widened in 1965 to its present 32 feet (plus some shoulder width at the drain crossing), the original bridge crossing was actually left in place, and the widening was accomplished with the placement of twin round concrete culverts on each side with a headwall on the outside edges of the roadway shoulder. This is contrary to our original logical assumption that when the culverts were installed in 1965, the original slab bridge would have been replaced, rather than its 24-foot width left in place with the new culverts butting up to it on each side. Neither the 1929 nor 1965 plan set show any detail of the crossing whatsoever, though we have enough information to determine that the span length is likely between 11 and 14 feet, and is probably only a concrete slab simply supported only at the abutments on either side of the drain with no lateral support other than possibly being held together at the surface with the asphalt overlay, which is now pulling apart.

Public Services staff, including the Director of Engineering and Public Services, performed a cursory visual inspection, including underneath the structure as much as safely possible. As we had not yet closed the roadway to traffic, we were able to witness the behavior of the structure under both passenger vehicle and truck loading. While there was not yet significant vertical displacement under traffic, there were vibrations believed to be excessive for a structure of that relatively short span. Though difficult to see through to the bridge structure due to high water level and length of the adjacent outside culverts, there was evidence of some structural steel that had fallen into the channel itself, though the exact source and type was unclear. Without any original construction drawings to guide our review, it is at this point impossible to determine whether the structure has reached a critical point of deterioration or damage, though the age of the structure (84 years) and present circumstances seem to suggest it is indeed possible.

In order to perform a more thorough inspection, the Director immediately solicited the attached proposal from The Mannik and Smith Group of Frenchtown Township, and they have already begun some work on our behalf. They are the firm that has performed our state-mandated routine bridge inspections in every even-numbered year, but it should be noted that this structure is not included in that list as the span length is less than 20 feet. Should their inspection yield the expected conclusion that some repair or replacement work is indeed necessary, they have also provided pricing for the most likely possibilities, up to and including the worst case scenario of a full replacement project that would require a permit from the Michigan Department of Environmental Quality (MDEQ) with a full hydraulic analysis. It should also be noted that the Monroe County Drain Commissioner's Office has convened a Board of Determination for April 16 to determine the necessity of a cleanout project of the Mason Run Drain. Should a project within this district be found to be necessary, we will likely focus our efforts on a temporary fix, and if necessary propose that a permanent solution be included within that project (likely to occur in 2014), to take advantage of some efficiencies and the MDEQ permit for that project. Though we do not expect all work proposed by The Mannik and Smith Group to be actually necessary at this time, to avoid any future delays, we are asking for permission to authorize any of the listed work tasks as found to be necessary and desirable.

IT IS RECOMMENDED that the City Council award a contract for inspection, and possibly design, services for the above drain crossing to The Mannik and Smith Group in the amount of up to \$5,933, and that the Finance Director be authorized to make the necessary funds transfer. **IT IS FURTHER RECOMMENDED** that the Director of Engineering and Public Services be authorized to sign the attached proposal on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: April 15, 2013

REASON FOR DEADLINE: The roadway will remain closed until the inspection and any necessary remediation is completed.

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 and Public Services Department, travelling public, adjacent businesses

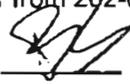
FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$*
	Cost of This Project Approval	\$5,933
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

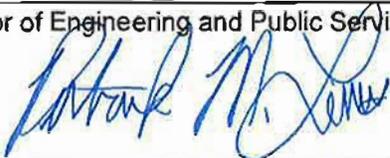
*Total project cost is unknown until inspection and construction recommendations can be completed.

<u>SOURCE OF FUNDS:</u>	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	Major St. Bridge Maintenance	202-60.473-818.020	\$5,933*
	<u>Other Funds</u>		

*Requires transfer from 202-60.464-818.020 (Major Street Surface Maintenance Contractual)

Budget Approval: 

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 04/15/13

REVIEWED BY:  **DATE:**

COUNCIL MEETING DATE: April 15, 2013



April 15, 2013

Mr. Patrick M. Lewis, PE
Director of Engineering and Public Services
City of Monroe
120 East First Street
Monroe, Michigan 48161

RE: Detroit Avenue over Mason Run Drain

Dear Mr. Lewis:

The Mannik & Smith Group, Inc. (MSG) has developed the following fee estimates for the emergency repairs to the Detroit Avenue over Mason Run Drain crossing. This estimate is based on the assumption that this effort is intended to be a temporary repair of the existing crossing.

Our services would include a review of the site, a letter with findings, cost estimate for a replacement structure details, joint permit and hydraulic analysis as described below.

We believe the best way, moving forward, may be to tear off the existing deck and connect the existing double culverts on either side with new culvert sections. We would then backfill and provide a pavement section (or plate if steel plate is available). This effort would include exhibits for removing existing deck, installing the new culverts, providing connection details, backfilling limits, and providing a pavement section detail. We are assuming this would be a temporary repair, and that the deck is not in a condition to be re-used. This does not include a hydraulic analysis or permitting.

A permit may be required to do this work. We can provide work to complete and submit an application for a USACE / MDEQ joint permit.

If a hydraulic analysis is needed we can complete a simple hydrologic and hydraulic analysis including developing the drainage area, developing a discharge, and estimating the headwater created from the existing double 48" culvert (assumed size, to be verified upon completion).

PROJECT FEE

We will perform the work outlined in this proposal on a Time and Materials basis, with a cost not exceed, as outlined below:

Inspection	\$1,030.00
Stop Gap Measure	\$1,678.00
USACE / MDEQ Joint Permit Application	\$2,420.00
Hydraulic Analysis	\$805.00

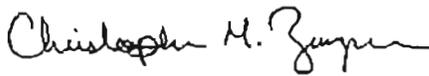
AGREEMENT

If this proposal meets with your approval, you may signify acceptance by signing and dating the designated locations attached and returning one signed copy to the undersigned. Your signature will be our written authorization to proceed with the project. Alternately, you may issue a purchase order referencing the date and scope of this proposal.

The costs provided in this proposal are confirmed for a period not to exceed sixty (60) days. Should you require any additional information pertaining to the specifics of this proposal, please contact the undersigned at your earliest convenience.

MSG appreciates the opportunity to provide this proposal and looks forward to serving The City of Monroe. Please do not hesitate to contact me if you have any questions or would like additional information.

Sincerely,



Christopher M. Zangara, PE
Project Manager

AGREEMENT FOR SERVICES

By execution of this Agreement, the Client authorizes The Mannik & Smith Group, Inc. to provide the services described within the proposal designated below according to the attached Terms and Conditions. In the event client directs The Mannik & Smith Group to proceed with the work, even if not signed below, the Terms and Conditions are considered accepted by the Client.

No terms or conditions other than those stated within the attached, and no agreement or understanding oral or written, in any way purporting to modify these terms and conditions whether contained in Client's purchase order or elsewhere, shall be binding on MSG and its subcontractors unless hereafter made in writing and signed by an authorized representative of MSG. All proposals, negotiations, and representations, if any, made prior to, and referenced hereto, are merged herein.

APPROVAL AND ACCEPTANCE

The Mannik & Smith Group, Inc. is hereby directed and authorized to proceed with the services for the designated project in accordance with the provisions of this Agreement.

Proposal Date: April 15, 2013

Proposal Number: OP130494

THE CITY OF MONROE

THE MANNIK & SMITH GROUP, INC.

Signature

Christopher M. Zangara
Signature

Patrick M. Lewis, PE
Name (Printed)

Christopher M. Zangara, PE
Name (Printed)

Title

Project Manager
Title

Date

April 15, 2013
Date

**The Mannik & Smith Group, Inc.
Standard Terms & Conditions**

Services The Mannik & Smith Group, Inc. (MSG) will perform services for the Project as set forth in the MSG proposal and in accordance with these Terms & Conditions. MSG has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by MSG in performing their services.

Additional Services The Client and MSG acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, MSG shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to MSG at Project inception. MSG will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Period of Service MSG shall perform the services for the Project in a timely manner consistent with sound professional practice. MSG will strive to perform its services according to the Project schedule set forth in the MSG proposal. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. MSG shall be entitled to an extension of time and compensation adjustment for any delay beyond MSG control.

Compensation In consideration of the services performed by MSG, the Client shall pay MSG in the manner set forth in the MSG proposal. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of MSG.

Where total project compensation has been separately identified for various Tasks/Work Orders, MSG may adjust the amounts allocated between Tasks or Work Orders as the work progresses so long as the total compensation amount for the project is not exceeded.

Payment Definitions The following definitions shall apply to methods of payment:

Cost Plus is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.

Lump Sum is defined as a fixed price amount for the scope of services described.

Standard Rates is defined as individual time multiplied by standard billing rates for that individual.

Subcontracted Services are defined as Project related services provided by other parties to MSG.

Reimbursable Expenses are defined as actual expenses incurred in connection with the Project.

Payment Terms MSG shall submit monthly invoices for services performed and Client shall pay the full invoice amount within 30 calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. Client will exercise reasonableness in contesting any billing or portion thereof. MSG shall be entitled to a 1.5% per month administrative charge in the event of payment delay. Client payment to MSG is not contingent on arrangement of project financing. Invoice payment delayed beyond 60 calendar days shall give MSG the right to suspend services until payments are current. Non-payment beyond 70 calendar days shall be just cause for termination by MSG.

Assignment Neither party shall assign its rights, interests or obligations under the Project without the express written consent of the other party.

Authorized Representatives The officer assigned to the Project by MSG is the only authorized representative to make decisions or commitments on behalf of MSG. The Client shall designate a representative with similar authority.

Buried Utilities Where applicable to the Project, MSG will conduct research and prepare a plan indicating the locations of underground improvements intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by MSG will be performed in manner consistent with ordinary standard of care. Client recognizes that the research may not identify all underground improvements and that the information of which MSG relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against MSG for damages to underground improvements resulting from subsurface penetration locations established by MSG, except for damages caused by the sole negligence or willful misconduct of MSG.

Compliance with Laws MSG shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, MSG shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Confidentiality MSG will hold in confidence any information about the Client's operations which would normally be considered confidential. Such obligation shall not hold with respect to:

- a. Information which is in the public domain or which enters public domain in the future through no fault of MSG.
- b. Information known to MSG prior to disclosure by the Client or information disclosed to MSG at any time by a third party.
- c. Information which is released from its confidential status by the Client.
- d. Where disclosure is required by court order or governmental directive, provided that prior written notice is given the other party.
- e. Where disclosure is required to comply with a professional code of conduct or ethics.

The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by MSG pertaining to this project or agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MSG.

Consequential Damages Neither the Client nor MSG shall be liable to the other for any consequential damages regardless of the nature or fault.

Cost Estimates or Opinions MSG may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and MSG acknowledge that actual costs may vary from the cost estimates or opinions prepared and that MSG offers no guarantee related to the Project cost.

Defects In Service The Client shall promptly report to MSG any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and shall require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify MSG shall relieve MSG of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Dispute Resolution In the event of a dispute between MSG and Client arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

Environmental Matters The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, MSG shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify MSG from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of MSG.

Governing Law The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Indemnification MSG agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused by MSG's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom MSG is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold MSG harmless from any damage, liability or cost to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement.

Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

Independent Consultant MSG shall serve as an independent consultant for services provided under this agreement. MSG shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by MSG.

Information from Other Parties The Client and MSG acknowledge that MSG will rely on information furnished by other parties in performing its services under the Project. MSG shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Insurance MSG will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

- Worker's Compensation As required by applicable state statute
- Commercial General Liability \$1,000,000 per occurrence (bodily injury including death & property damage) \$2,000,000 aggregate
- Automobile Liability \$2,000,000 combined single limit for bodily injury and property damage
- Professional Liability \$2,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. MSG shall be a named insured on those policies where MSG may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Lien Rights MSG may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this agreement. The Client agrees that services by MSG are considered property improvements and the Client waives the right to any legal defense to the contrary.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and MSG, the Client agrees to the fullest extent permitted by law, to limit the liability of MSG for any and all damages or claim expenses arising out of this agreement, from any and all causes, to \$50,000 or the fee realized by MSG for the Project, whichever is greater.

Ownership of Documents Documents prepared by MSG for the Project are instruments of services and shall remain the property of MSG. Record documents of service shall be based on the printed copy. If specified in the MSG proposal, MSG will furnish documents electronically; however, the client releases MSG from any liability that may result from documents used in this form. MSG shall be defended and indemnified for reuse of documents for any purpose other than those intended under the Project.

Permits and Approvals MSG will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Safety MSG shall be responsible solely for the safety precautions or programs of its employees and no other party. In no event will MSG be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

Site Access The Client shall obtain all necessary approvals for MSG to access the Project site(s).

Severability Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and MSG will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Standard of Care Services provided by MSG will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards.

Survival All provisions of these terms that allocate responsibility or liability between the Client and MSG shall survive the completion or termination of services for the Project.

Suspension of Work The Client may suspend services performed by MSG with cause upon fourteen (14) calendar days written notice. MSG shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay MSG all outstanding invoices within fourteen (14) calendar days. MSG shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or MSG may terminate services on the Project upon seven (7) calendar days written notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. MSG shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices within fourteen (14) calendar days.

Third Party Claims The Client will compensate MSG for services performed in defense of any third party claim unless the claim resulted from the negligent act, error or omission of MSG.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Revised January 2011