RULE OF THE CHAMBER

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

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

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

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

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

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

AGENDA - CITY COUNCIL REGULAR MEETING
MONDAY, JULY 1, 2013
7:30 P.M.

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. PUBLIC HEARING.

137 Public hearing to receive and review comments on proposed Ordinance No. 13-006, an ordinance to amend Chapter 720, Zoning, Article XIII, Signage, Section 720-168 through 720-185 of the Code of the City of Monroe. There is one letter, with attachments, on file in writing in the Clerk-Treasurer's Office.

V. COUNCIL ACTION.

137 Proposed Ordinance No. 13-006, an ordinance to amend Chapter 720, Zoning, Article XIII, Signage, Section 720-168 through 720-185 of the Code of the City of Monroe, up for its final reading.

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

A. Approval of the Minutes of the Work Session held on June 17, 2013 and the Minutes of the Regular City Council Meeting held on June 17, 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.

143 Arthur Lesow Community Center (ALCC) Building Improvements Bid.

1. Communication from the Director of Engineering & Public Services, reporting back on bids received for Arthur Lesow Community Center (ALCC) building improvements, and recommending that Council award the above contract for the base bid only to Envision Builders in the amount of $236,000, and that a total of $251,400 be encumbered, which includes a 6.5% contingency, and further recommending that the Mayor and Clerk-Treasurer be authorized to sign the contracts on behalf of the City of Monroe, and further recommending that a contract for professional services be awarded to Mitchell and Mouat Architects in the amount of $7,000, and that the Director of

Engineering & Public Services be authorized to execute any necessary agreements on behalf of the City.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

144 North Dixie Highway Resurfacing Funding Contract with MDOT.

1. Communication from the Director of Engineering & Public Services, submitting a proposed resolution delineating the terms of the North Dixie Highway Resurfacing Funding Contract with the Michigan Department of Transportation, MDOT, and recommending that the attached resolution be approved, and that the local share of the costs be appropriated as detailed in the financial information below.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

145 Consider Awarding Community Development Block Grant FIX Projects to Pranam Globaltech.

1. Communication from the Director of Economic & Community Development, reporting back on bids received for the recipients of the CDBG FIX Program, and recommending that Council award the Community Development Block Grant FIX contract to Pranam Globaltech for this project with a budget of $23,800 plus an additional $1,199 in contingencies, and further recommending that Council authorize staff to take the necessary steps to complete each project in compliance with federal regulations, including drafting agreements to be signed by each homeowner and contractor.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

146 2013 Sidewalk Replacement Program Bid Award.

1. Communication from the Director of Engineering & Public Services, reporting back on bids received for the 2013 Sidewalk Replacement Program, and recommending that Council award the above contract to G.V. Cement Contracting Company in the amount of $92,758.54, and that a total of $106,700 be encumbered, which includes a 15% project contingency, and further recommending that the Mayor and Clerk-Treasurer be authorized to sign the contracts on behalf of the City of Monroe, and that the Finance Director be authorized to make any necessary funding transfers during the project from the Capital Projects Fund or other appropriated source.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

147 2013 Sidewalk Program – Final Notice to Affected Property Owners.

1. Communication from the Director of Engineering & Public Services, submitting a list of property owners who have not repaired the sidewalks adjacent to their property in conjunction with the 2013 Sidewalk Replacement Program, and recommending that Council resolve to direct the Engineering Department to repair the walks of those property owners on the attached list that do not do so within the next ten (10) calendar days, and to authorize the Engineering Department to bill the cost to them following repairs.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

148 Resolution Authorizing the Acquisition of 51 Winchester Street, 1247 E. First Street, and four lots on E. First Street adjacent to the Arthur Lesow Community Center from the Monroe County Treasurer through the Tax Foreclosure Procedure in the Michigan General Property Tax Act, .

1. Communication from the Director of Economic & Community Development, submitting a proposed resolution authorizing the acquisition of 51 Winchester Street, 1247 E. First Street and four lots on E. First Street adjacent to the Arthur Lesow Community Center from the Monroe County Treasurer through the tax foreclosure procedure in the Michigan General Property Tax Act, and recommending that Council approve the resolution, and that acceptance of the properties is conditioned upon completion of Environmental Site Assessments with acceptable findings relative to potential environmental liability.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

149 Orchard East Homecoming at Hellenberg Park.

1. Communication from the City Manager, submitting a request from Tracy Palm on behalf of the Arthur Lesow Community Center and the Orchard East Homecoming Committee for permission to hold a "Festival in the Park" on Saturday, August 31, 2013 and a "Gospel Jubilee" on Sunday, September 1, 2013, to use Hellenberg Field, the city's portable stage, ball diamonds and picnic shelters, 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, review of any electrical connections by the City Electrical Inspector 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.

150 Black & White Transportation Taxi Cab Service.

1. Communication from the Director of Public Safety, submitting a request from Judith Potter, President/Owner of Black & White Transportation of Toledo, to operate a Taxi service within the City of Monroe, and based upon a thorough investigation it is recommended that the application be approved pending the passing of vehicle inspections and provided the necessary permits, fee's and licenses are obtained.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

151 Resolution Revoking the Obsolete Properties Rehabilitation Act Property Tax Abatement for James Moody for the Property Located at 11 Washington Street.

1. Communication from the Director of Economic & Community Development, submitting a proposed resolution to revoke the Obsolete Properties Rehabilitation Act Property Tax Abatement for James Moody for the property located at 11 Washington Street, and recommending that Council revoke the Obsolete Property Rehabilitation Exemption Certificate, Certificate No. 3-07-0008, granted to James Moody in 2007 in the form of the attached resolution; based on the findings that the completion of rehabilitation of the facility has not occurred in a reasonable timeframe and the property has since been sold, thereby making James Moody ineligible for this property tax abatement.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

152 Proposed Storm Sewer Special Assessment District Number 233 – Alley Between Riverview and Arbor, South of Noble – Resolution Number 4.

1. Communication from the Director of Engineering and Public Services, submitting Resolution No. 4, setting the public hearing date for Monday, July 15, 2013, at 7:30 p.m. to hear comments on the special assessment roll for the installation of a storm sewer in the alley between Riverview and Arbor, south of Noble, and recommending that the resolution be adopted and that the public hearing on the assessment roll be scheduled for Monday, July 15, 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.

153 Lawn Maintenance Contract – Change of Contractor for Munson Park and Custer Airport (Group A of Contract).

1. Communication from the Director of Engineering and Public Services, submitting a Lawn Maintenance Contract - Change of Contractor for Munson Park and Custer Airport (Group A of Contract), and recommending that the City Council award the remainder of the 2013 season work for Group A to Noel Lawn Service in the amount of $31,751.05 and that the Director of Engineering and Public Services be authorized to execute the necessary change order on behalf of the City.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

154 2013 Construction Projects Consultant Inspection Contract – TTL Associates.

1. Communication from the Director of Engineering and Public Services, submitting a contract for 2013 construction projects inspection services, and recommending that the City Council award a professional services contract to TTL Associates for inspection services on the Telegraph Road Water Main Replacement project (or another appropriate project if needed subject to funding availability) in an amount up to $35,000, and for testing on the North Dixie Highway Resurfacing project in an amount up to $10,000, and further recommending that the Director of Engineering and Public Services be authorized to execute any necessary agreements on behalf of the City of Monroe.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

155 Employee Parking.

1. Communication from the Human Resources Director, submitting a policy to establish procedures for the allocation and assignment of employee parking permits and for the permissible use of the City's employee parking lot, and recommending that the Mayor and City Council approve the attached policy and direct City administration to proceed with implementation.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

156 Patrol Officers Collective Bargaining Agreement.

1. Communication from the Human Resources Director, submitting an extension to the current Police Officers Association of Michigan Collective Bargaining Agreement for an additional year, and recommending that the Mayor and City Council approve the attached extension of the POAM/Police Officers Collective Bargaining Agreement.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

157 HIPPA Privacy and Security Policies and Procedures.

1. Communication from the Human Resources Director, submitting the HIPPA Privacy and Security Policies and Procedures, and recommending that the Mayor and City Council approve the HIPAA Privacy and Security Policies and Procedures, and direct administration to proceed with the execution, training, and implementation of such HIPAA Policies and Procedures.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

158 Option Agreement to Purchase Riverfront Property on East Front Street.

1. Communication from the Director of Economic & Community Development, submitting an Option Agreement to purchase riverfront property on East Front Street, and recommending that City Council approve the option for the purchase of real property with William and Sharry Gross and authorize the Mayor and Clerk-Treasurer to execute the agreement, and further recommending that City Council amend the FY 2013-14 budget to provide for the first option payment of $20,000 from the Capital Project Fund Balance; and that the second option payment is reflected in the future FY 2014-15 budget.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

159 Policy for the Allowance of Parking Private Vehicles in the City Employee Parking Lot, by Non-Employees.

1. Communication from the City Manager, submitting a policy for the allowance of parking private vehicles in the city-employee parking lot, by non-employees, and recommending that Council approve and adopt the attached policy entitled “City Employee Parking Lot, Permitted Parking for Non-Employee Vehicles” and that the City Manager and/or his/her designee be authorized to implement and enforce the terms of the policy.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

VII. MAYOR'S COMMENTS.

VIII. COUNCIL COMMENTS.

IX. CITY MANAGER COMMUNICATION.

X. CITIZEN COMMENTS.

XI. CLOSED EXECUTIVE SESSION TO DISCUSS PENDING LITIGATION.

XII. ADJOURNMENT.

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: ARTHUR LESOW COMMUNITY CENTER (ALCC) BUILDING IMPROVEMENTS – BID AWARD

DISCUSSION: In 2009, a facility evaluation study of the Arthur Lesow Community Center (ALCC), located at 120 Eastchester Street, was commissioned by the Engineering and Planning Departments. Since the center serves a large number of low-to-moderate income persons, it is eligible for funding through the City's annual Community Development Block Grant (CDBG) entitlement funding. As a result of the facility study, the City began making significant investments in the complete rehabilitation of the facility, through CDBG allocations in the 2010-11 and 2011-12 fiscal years. Total construction costs for this earlier work, which included a complete overhaul of the mechanical / ventilation and electrical systems, along with some other related work, has exceeded $400,000. As a part of the 2012-13 Capital Improvements Program (CIP), the City Council funded an additional $150,000 toward the remaining interior building renovation elements, and another $150,000 was added through the 2013-14 CIP. It is expected that an additional $300,000 will be needed over the 2014-15 and 2015-16 fiscal years to complete all remaining activities, which include complete renovation of all toilet rooms, showers, and offices, kitchen renovations and equipment replacement, exterior stair modifications, and elevator modifications and upgrades. In February 2013, a design contract was awarded to Mitchell and Mouat Architects of Ann Arbor in the amount of $32,600 plus up to $1,000 in reimbursable expenses, and we have been highly satisfied with their work to date. Per the direction of City staff, they packaged the most critical components (lower level toilet and shower room work) into the base bid, and completed design on all remaining elements as well, packaging these as individual bid alternates. In such a fashion, the City could entertain awarding one or more alternates on top of the base bid if possible, but if not, the same set of plans could be reused for bidding of uncompleted alternates in subsequent years with a very minimum in design changes. Bids were opened for this project, including the base bid and all alternates, on June 17, and there were five (5) bidders. A bid tabulation has been attached for your information, though a total of the base bid plus all alternates is not given since pricing for all work would exceed the available funding.

Following review of the bids and supplied references, the project architect returned with a recommendation for award, which is attached to this fact sheet. The Engineering Department concurs with the recommendation, which is to decline to award any portion of the project to the low bidder, Pranham Global Tech of Livonia, due to a lack of verified experience on similar projects. The Planning Department is in fact the only reference that could be reached on their behalf, and while they have performed some work through our residential CDBG Fix program, we have no affirmative evidence of their capability for larger work such as would be necessary for this contract. While the potential cost savings that on the surface appears to be possible with the low bidder is attractive, the spread in bids between the low bidder and the others is concerning, as is the $2,000 bid for Alternate 4, which indicates a lack of understanding of the scope of work in general. Of the other four (4) bidders, there are various combinations of base bid / alternates that could result in three (3) of the bidders being lowest. However, as stated earlier, the base bid is the most critical work, and at this time, funding will allow for this work only. As such, we also concur with the architect's recommendation to award the base bid to Envision Builders of Wixom, as they appear to be capable of completing this project successfully based on past experience, including with some local projects. Since we have been pleased with Mitchell and Mouat in the design phase, we also asked for a proposal from them to perform professional consulting services in the construction phase, and this has been attached for your review as well. Given that their proposed fee is only 3% of the construction estimate, we certainly recommend its acceptance. Between the fiscal year 12-13 and 13-14 funding, there is $258,400 still available for the construction and professional services work, after the $33,600 set aside for design, and $8,000 for staff coordination of the project and packaging of future phases for bids.

IT IS RECOMMENDED that the City Council award the above contract for the base bid only to Envision Builders in the amount of $236,000, and that a total of $251,400 be encumbered, which includes a 6.5% project contingency. **IT IS FURTHER RECOMMENDED** that the Mayor and Clerk-Treasurer be authorized to sign the contracts on behalf of the City of Monroe. **IT IS FURTHER RECOMMENDED** that a contract for professional services be awarded to Mitchell and Mouat Architects in the amount of $7,000, and that the Director of Engineering and Public Services be authorized to execute any necessary agreements on behalf of the City.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: We would like to commence work as soon as the Department of Housing and Urban Development (HUD) clears the project, which is expected by early August.

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, Planning Department, ALCC users and staff

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$600,000*
Cost of This Project Approval (ALCC)	$258,400**
Related Annual Operating Cost	$ N/A
Increased Revenue Expected/Year	$ N/A

*Includes remaining design, construction, and inspection / management of remaining phases, including this award and work contemplated for the 2014-15 and 2015-16 fiscal years.

**Includes $236,000 in base construction costs, $15,400 in contingencies, and $7,000 in professional consulting services for the construction phase.

SOURCE OF FUNDS:

City	Account Number	Amount
ALCC Contractual	401-95.265-818.020 13C01	$7,000*
ALCC Building Renovations	401-95.265-975.000 13C01	$251,400**

*Includes consulting services (note that design costs should have been allocated to this account previously but were not).
**Includes construction cost plus contingencies, and will require transfer of $70,000 from 401-95.265-818.020 13C01.

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 06/24/13

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: July 1, 2013

BUILDING IMPROVEMENTS FOR CITY OF MONROE ARTHUR LESOW COMMUNITY CENTER - BID TABULATION - BIDS DUE JUNE 17, 2013

		BASE BID - LOWER LEVEL RENOVATIONS	ALTERNATE 1 - UPPER LEVEL RENOVATIONS	ALTERNATE 2 - EXTERIOR STAIRS AND RELATED MODIFICATIONS	ALTERNATE 3 - KITCHEN RENOVATIONS	ALTERNATE 4 - ELEVATOR MODIFICATIONS AND UPGRADES
BASE BID RANK	CONTRACTOR	LUMP SUM BID AMOUNT	LUMP SUM BID AMOUNT	LUMP SUM BID AMOUNT	LUMP SUM BID AMOUNT	LUMP SUM BID AMOUNT
1	PRANHAM GLOBAL TECH.	$ 115,000.00	$ 55,000.00	$ 40,000.00	$ 80,000.00	$ 2,000.00
2	ENVISION BUILDERS	$ 236,000.00	$ 89,500.00	$ 69,900.00	$ 87,500.00	$ 31,600.00
3	PHOENIX CONTRACTORS	$ 255,000.00	$ 65,000.00	$ 82,000.00	$ 66,000.00	$ 28,000.00
4	HEANEY GENERAL CONTRACTORS	$ 259,469.00	$ 94,169.00	$ 59,669.00	$ 53,269.00	$ 27,569.00
5	THE BERESH GROUP, INC.	$ 286,315.00	$ 138,879.00	$ 117,517.00	$ 87,359.00	$ 52,551.00

Prepared by Patrick M. Lewis, P.E. 6/17/2013

Mitchell and Mouat

MEMO

Project:	**Arthur Lesow Community Center**	**Project No.:**	**1306**
To:	**City of Monroe**	**Date:**	**6-20-13**
Attn:	**Patrick Lewis**	**No. of Pages:**	**1**

Re: Contract Recommendation

We have reviewed the bids for the above project and have the following recommendations:

Pranam Global Tech. was the low bidder. After reviewing the bids and references, we can not recommend the City of Monroe award this contract to Pranam Global Tech. for the following reasons:

- I spoke with Pranam on Thursday and they wished to review their costs and get back with me on Friday. I have not heard from them as of 4:20 pm on Friday.
- The base bid is less than half the amount of the other four bidders. We are concerned that Praman did not fully understand the scope of work and in good conscience, feel we should not hold them to their bid when they may not be able to perform this work without sacrifice.
- When speaking to one reference, we have concerns about Pranam performing well on a project this scope. Previous referenced work was of a much smaller scale.
- We were unable to contact two of the three references provided due to discontinued numbers or no answer.

Envision Builders Inc. is the second low bidder. They are comfortable with the bid they have submitted and feel their base bid and all alternates are accurate. All references we contacted had positive comments and spoke highly of the companies ability to perform and work well with all parties. In speaking with references, Envision Builders Inc. has performed similar work similar in scope to ALCC.

Mitchell and Mouat Architects Inc. recommend that the City of Monroe award this project to **Envision Builders Inc.**

Sincerely,
MITCHELL and MOUAT ARCHITECTS, Inc.

Richard Mitchell

copies:

113 South Fourth Avenue, Ann Arbor, Michigan 48104 PH 734-662-6070 FAX 734-662-3802 MaMA@MitchellandMouat.com

Mitchell and Mouat architects

June 20, 2013

To: Patrick M. Lewis, P.E.
Director of Engineering and Public Services
City of Monroe

Re: Arthur Lesow Community Center
Construction Administration Fee Proposal

This is a Work Statement issued under the terms and conditions of AIA Standard Form of Agreement B104 dated March 8, 2013, between the City of Monroe and Mitchell and Mouat Architects.

Scope of Services:
General Conditions:

Delivery of Services under this Work Statement shall be performed in accordance with the terms and conditions stated in the above referenced Services Agreement and its Exhibits and as further specified below.

Statement Specifications:

A. Work to be performed/Deliverables:
   Base bid Construction Administration
   - The Construction Administration fee below pertains to the **base bid** scope of work for the documents dated 5-15-13 entitled Building Improvements for Arthur Lesow Community Center.
   - Preconstruction meeting and contractor questions
   - Review and approval of construction material and color submittals
   - Weekly progress meetings and review of construction
   - Respond to Contractor's Requests for Information
   - Inspections for conformance to construction documents and ADA compliance
   - Review and approve Pay Requests and Change Orders
   - Inspection and preparation of Punch List
   - As-built drawings in AutoCAD files and one hard copy.

B. No Extra Work or Change which expands or alters the general scope of this Work Statement shall be made unless in pursuance of a written order by the City. All changes shall be executed under the conditions of the original Work Statement except that any claim for extension of time caused by the change shall be adjusted at time the change is approved.

113 South Fourth Avenue Ann Arbor, Michigan 48104
734-662-6070 FAX 734-662-3802 MeMA@MitchellandMouat.com

C. Compensation:
The compensation for this project will be a not to exceed figure of
Seven thousand Dollars. ($7,000.00)

Mitchell and Mouat Architects	$5.000
MEEC	$2,000

D. Contractor may be requested to provide proof of continuing insurance coverage as specified in the Original Contract between the parties as a condition of award of any Work Statement.

Sincerely,
Mitchell and Mouat Architects, Inc.

Richard Mitchell

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: NORTH DIXIE HIGHWAY RESURFACING FUNDING CONTRACT WITH MDOT

DISCUSSION: The City of Monroe annually receives a formula share of Federal dollars specifically dedicated for use on our busiest roadways, known as Federal-Aid routes. These monies are available each year through Federal Transportation legislation due to the fact that we are within an urban area with population greater than 50,000. The Michigan Department of Transportation (MDOT) is the administering agency for these funds, and as such, an agreement is necessary between the City of Monroe and MDOT to enable them to be used on any project. For the state fiscal year that runs from October 1, 2012 through September 30, 2013, the City has approximately $412,000 in Federal obligational authority, and must provide at least a 20% local match. It should be further noted that for 2013, this amount includes nearly $100,000 in additional funding originally assigned to other municipalities that could not be used in a timely fashion. As has often been the case in previous years, the City is again benefitting from our efficiency in using all of our assigned Federal funds each year by being able to supplement with this essentially discretionary funding.

As approved in the 2013-14 Capital Improvements Program, the Engineering Department will be allocating all of this funding to the milling and resurfacing of North Dixie Highway from East Elm Avenue to Spaulding Road (though the official northern project limit is Detroit Avenue due to re-striping activities). The project will consist of removing and resurfacing the top three inches (3") of existing asphalt pavement, and associated work as needed to replace driveway approaches, replace spot curb locations, adjust structures, etc. Also, as approved by the City Council in January, the project will include a "road diet", where the existing four-lane roadway is converted to three eleven-foot wide lanes and two 6.5-foot bicycle lanes. This new configuration will transition to the existing five-lane cross section at Detroit Avenue, and Winchester Street approaching the project from the south will also be converted to three lanes as well. As a part of this work, the Traffic Committee will be reviewing the possibility of reducing the speed limit to 35 miles per hour on the entire corridor, and this is expected to be discussed at a meeting in July or August. Fortunately, within the Federal transportation legislation, $5 million was set aside for enhancement and non-motorized work in the southeastern Michigan region through the competitive TAP (Transportation Alternatives Program), and we were successful in receiving an additional $88,000 to enhance this project by installing a raised median instead of the center turn lane between Elm and Noble in areas that are not needed for driveway and intersection movements, and to extend the off-street bicycle pathway currently ending at Elm / Dixie to the front of the Monroe Multi-Sports Complex, including landscaping with both. Bids are due to be opened by MDOT on July 12, and the completion date is October 15.

The funding agreement with MDOT that must be approved in attached, along with a required resolution that must be adopted by the City Council. Page 9 of the attached agreement details the cost participation based on the construction estimate, and the present cost estimate is $720,600 in total. The language of the agreement is standard for MDOT Local Agency Program projects, and is functionally unchanged from those approved in previous years. The dollar share for each entity is based on the project cost estimate. As is standard for Federally-funded projects, the City must pay at least a 20% local share for the remaining work items, as well as all costs for design and construction engineering and any overruns. Based on the above, the expected City share of the construction costs is $220,600, though this could be reduced substantially if the bids come in favorably. $25,000 was funded in Fiscal Year 12-13 for design engineering costs, and an additional $60,000 was budgeted for construction engineering in Fiscal Year 13-14, along with $10,000 for materials testing. Based on the total City funding allocated in the 13-14 Capital Improvements Program of $372,000, another $81,400 (11% of construction costs) is also available for contingencies. We plan to manage and inspect this project with City staff if possible, though we typically use TTL Associates of Plymouth for material testing as needed.

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

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

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

STAFF RECOMMENDATION: X For ☐Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$897,000*
Cost of This Project Approval	$802,000**
Related Annual Operating Cost	$ N/A
Increased Revenue Expected/Year	$ N/A

*Includes $412,000 in formula Federal funds, $88,000 in Federal TAP funds, $220,600 in City share construction (per agreement), $81,400 in City-funded project contingencies, $25,000 already allocated for engineering costs in FY 12-13, $60,000 in construction engineering and inspection costs, and $10,000 in testing costs.

**Includes the above less $95,000 in engineering and testing costs, which are already available in their respective budget line items.

SOURCE OF FUNDS:

City	Account Number	Amount
North Dixie Highway Resurf.	202-60.451-818.020 13M01	$302,000
Other Funds		
Federal Urban Area Funds		$412,000
Transportation Alternatives Program Funds		$88,000

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 06/24/13

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: July 1, 2013

RESOLUTION

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

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

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

WHEREAS, Federal Funding through the Surface Transportation Program (STP) in the amount of $412,000 is available to the City of Monroe for use on this project; and

WHEREAS, an additional $88,000 in Federal Funds through the Transportation Alternatives Program (TAP) have been allocated to this project for construction of an off-street non-motorized pathway from the intersection of North Dixie Highway and East Elm Avenue to the Monroe Multi-Sports Complex and for installation of a raised roadway median in some areas of the roadway between East Elm Avenue and East Noble Avenue; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Monroe City Council hereby approves Contract Number 13-5321 with the Michigan Department of Transportation; and

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

TAP & STP

DA

Control Section	TAU 58416; STUL 58171
Job Number	119516; 119818
Project	TAP 1358(030); STP 1358(018)
Federal Item No.	RR 8479; HH 8584
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	13-5321

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MONROE, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Monroe, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated June 3, 2013, attached hereto and made a part hereof:

PART A – TAU 58416; JOB #119516; TAP 1358(030); RR 8479
Non-motorized pathway work along Dixie Highway from East Elm Avenue to East Noble Avenue; including median island and tree planting work; and all together with necessary related work.

PART B – STUL 58171; JOB #119818; STP 1358(018); HH 8584
Hot mix asphalt cold milling and resurfacing work along Dixie Highway from East Elm Avenue to Detroit Avenue; including concrete curb and gutter, guardrail, pavement marking, and traffic signal loop detector work; and all together with necessary related work.

WITNESSETH:

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

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

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

TRANSPORATION ALTERNATIVES PROGRAM
SURFACE TRANSPORTATION PROGRAM

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

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

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

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

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

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

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

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

4. The REQUESTING PARTY, under the terms of this contract, shall:

A. At no cost to the PROJECT

(1) Design or cause to be designed the plans for the PROJECT.

(2) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

(3) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

B. At least 10 days prior to any ceremony to be held in connection with the PART A portion of the PROJECT, notify the DEPARTMENT.

C. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PART A portion of the PROJECT and provide a copy of such material to the DEPARTMENT.

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

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Transportation Alternatives Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) $88,000, or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

Federal Surface Transportation Funds shall be applied to the eligible items of the PART B portion of the PROJECT COST up to the lesser of: (1) $412,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART B portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART B portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

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

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

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon an effective billing

rate and the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses. The initial effective billing rates for the federal funding of each of the PART A and B portions of the PROJECT is calculated by using the federal funding for the each of the PART A and B portions of the PROJECT set at the time of the award of the construction contract, as described in Section 5, and dividing by the total costs of each of the PART A and B portions of the PROJECT eligible for federal funding and authorized at the time of the award of the construction contract.

The effective billing rates for the federal funding of each of the PART A and B portions of the PROJECT are determined by the current funding authorization for each of the PART A and B portions of the PROJECT and may change as the PROJECT progresses and funding authorizations are increased or decreased.

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

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

8. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required.

On projects involving the mobility for bicyclists, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such facility constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(L) of the DEPARTMENT'S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Alternatives Program projects or in other projects on roads or streets for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

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

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

10. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

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

11. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that

fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

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

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

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

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

14. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

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

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

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

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

A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

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

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

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

CITY OF MONROE

By_____
Title:

By_____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
Department Director MDOT

FORM APPROVED
MJD 6/10/13
ASSISTANT
ATTORNEY
GENERAL

REVIEWED
6/4/13

APPROVED BY
Administrator
Real Estate
6/10/13
Date

June 3, 2013

EXHIBIT I

CONTROL SECTION	TAU 58416; STUL 58171
JOB NUMBER	119516; 119818
PROJECT	TAP 1358(030); STP 1358(018)

ESTIMATED COST

CONTRACTED WORK

	PART A	PART B	TOTAL
Estimated Cost	$110,400	$610,200	$720,600

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	$110,400	$610,200	$720,600
Less Federal Transportation Alternatives Funds*	$ 88,000	$ -0-	$ 88,000
Less Federal Surface Transportation Funds**	$ -0-	$412,000	$412,000
BALANCE (REQUESTING PARTY'S SHARE)	$ 22,400	$198,200	$220,600

*Federal Transportation Alternatives Funds for the PART A portion of the PROJECT are limited to an amount as described in Section 5.

**Federal Surface Transportation Funds for the PART B portion of the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.

1. Engineering

   a. FAPG (6012.1): Preliminary Engineering

   b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts

   c. FAPG (23 CFR 635A): Contract Procedures

   d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

2. Construction

   a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims

   b. FAPG (23 CFR 140B): Construction Engineering Costs

   c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies

   d. FAPG (23 CFR 635A): Contract Procedures

   e. FAPG (23 CFR 635B): Force Account Construction

   f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways

i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

3. Modification Or Construction Of Railroad Facilities

a. FAPG (23 CFR 140I): Reimbursement for Railroad Work

b. FAPG (23 CFR 646B): Railroad Highway Projects

C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of $100,000.00 stipulate the following with respect to their specific jurisdictions:

1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.

E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.

B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.

C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.

D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.

E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

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

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

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

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

G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.

H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.

I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.

L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.

M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.

N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.

P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.

Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

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

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

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

The agency shall submit two copies of:

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

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

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

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

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

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

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

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than $1,000.00 shall be submitted unless it is a final

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

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.

6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.

2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.

3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

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

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

SECTION IV

MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

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

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

B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.

C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.

D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.

B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.

C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.

D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

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

1. Compliance with Regulations: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. Nondiscrimination: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

   a. Withholding payments to the contractor until the contractor complies; and/or

   b. Canceling, terminating, or suspending the contract, in whole or in part.

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: Consider Awarding Community Development Block Grant FIX Projects to Pranam Globaltech

DISCUSSION: As part of its Community Development Block Grant program, the City of Monroe has instituted a home rehabilitation program intended to provide low- and moderate-income homeowners an opportunity to make needed improvements to their homes. The assistance comes in the form of no interest, deferred loans of up to $24,999. These loans do not have to be paid back as long as the recipients do not sell their home within five years of receiving the assistance. To gain bids for the current project, area contractors qualified to complete the work were sent bid packages.

The project is located on Almyra Avenue involves replacing the roof, gutters and windows, installing a new furnace and air conditioner, repairing the porch, making some interior repairs and minor plumbing and heating work. To complete the work listed, the lowest bid of $23,800 was submitted by Pranam Globaltech. The other bids received were $23,875 from Williams Painting and $24,940 from Carter Building.

All of the contractors bidding are certified to complete this work using lead-based paint safe work practices, as is required by the Department of Housing and Urban Development regulations.

[Note: Federal regulations require anonymity for program recipients.]

IT IS RECOMMENDED that City Council award the Community Development Block Grant FIX contracts to Pranam Globaltech for this project with a budget of $23,800 plus an additional $1,199 in contingencies. It is also recommended that City Council authorize staff to take the necessary steps to complete each project in compliance with federal regulations, including drafting agreements to be signed by each homeowner and contractor.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: No set deadline

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: X For ☐ Against

REASON AGAINST: N/A

INITIATED BY: Department of Economic and Community Development

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Dept. of Economic and Community Development, Local homeowner

FINANCES

COST AND REVENUE PROJECTIONS:		
	Cost of Total Project	$ 24,999
	Cost of This Project Approval	$ 24,999
	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
	Other Funds	Community Development Block Grant 273.65.730.818.027	$24,999

Budget Approval: _____

FACT SHEET PREPARED BY: Matt Wallace, Planner **DATE:** June 25, 2013

REVIEWED BY: Dan Swallow, Director of Economic and Community Development **DATE:** June 25, 2013

COUNCIL MEETING DATE: **July 1, 2013**

Residential Rehabilitation
FIX Program
City of Monroe

BID DATE: June 21, 2013

BID TABULATION

CONTRACTOR	LICENSE	INSURE	Almyra				
Pranam Globaltech	X	X	$23,800				
Williams Painting	X	X	$23,875				
Carter Building	X	X	$24,940				

All estimates should include permit costs. Work must be completed according to the Michigan building code and doing so may include tasks not included in specifications. Please be aware Michigan Code specifies this home **will be required to have hard-wired smoke and carbon monoxide detectors** in addition to having the work below completed.

Replace Roof

Remove all existing shingles and flashings throughout the home (i.e. including all bays and additions). Repair of ceiling after tear-off includes replacement of up to 50' of 1" x 6" roof boards or 3 sheets of 7/16 OSB.

Additonal sheeting: at $ 58.00 per sheet of 7/16 OSB, including labor

boards: at $ 2.50 per linear ft. of 1" X 6" boards, including labor

Replace fascia as necessary at $ 4.50 per linear ft, including labor

Install 15 lb. felt underlayment on roof and 30 lb. roll roofing in all valleys if applicable

Install ice and water shield

Install new soil pipe flashing and stack pipe cover(s)

Install new metal step and counter flashing at chimney

Provide and install to manufacturer's specifications GAF, CertainTeed, or approved equal

Class A laminated architectural type of shingles

Minimum 30 year warranty. Color: Homeowner's choice from samples provided by contractor

Install roof ventilation system per MRC 2009 requirements

If roof vents are used – use bird proof vents

Install new single ply rubber roofing or equal (contact Building Inspector to discuss other methods to be used) where **pitch of roof is shallower than 4:12.** It is expected the rear addition needs a rubber roof.

Remove and dispose of all nails, scrap and debris

Provide manufacturer's warranty to housing rehab specialist

Cost of Roof Replacement: $ 5,000.00

Replace Windows (including basement)

Remove existing windows, except those in kitchen and basement, and install vinyl replacement double-hung windows with Low-E glass and welded frame and sash. Include insulation and exterior aluminum trim around windows. Install interior wood trim when current trim is rotten. Wet scrape/sand, stabilize and paint where possible. Caulk all openings. Color should either match existing or match owner's request. All windows shall comply to current Michigan uniform energy code, and U-factor shall be submitted prior to installation.

Cost of Replacement Windows: $ 3,000.00

Install Low E basement windows to code. *Note: block windows may not meet current Michigan energy efficiency requirements.*

Cost of Basement Windows: $ 1,500.00

Install New Exterior Siding (where needed)

In rear of home where siding is gone ONLY, install water-resistive barrier in accordance with Section R703.2 of the 2009 MRC. Install, according to manufacturer's specifications, Wolverine American Legend Vinyl Siding, or approved equal. All J-Channel intersections shall be mitered. Match existing color as well as possible. Where existing siding has "popped" or pulled away, repair or fasten as needed.

Cost of Siding: $ 1000 - 00

Replace Gutters

Remove existing gutters, gutter attachments and downspouts. Install new gutters and downspouts, matching existing dimensions and materials and replacing all existing downspouts. Gutters shall be of the continuous design with no middle seams and supported with hidden hangers (Gutters nails shall not be used). Water shall not discharge onto adjacent property.

Cost of Gutters: $ 750 - 00

Repair porch

Wet scrape/sand the front porch's ceiling, crown molding and beams, make necessary repairs, stabilize and paint to the homeowner's desired color. Replace guardrails with those that comply with current codes. Remove existing steps and replace with concrete steps that comply with current building codes in terms of uniform risers, handrails and sufficient landing at grade, etc.

Cost of Porch: $ 1750 - 00

Install New Furnace/Air Conditioning

Remove existing furnace. Replace with Energy Star rated (90% or better efficiency) gas furnace, appropriately sized for dwelling. Either install chimney liner to vent furnace through chimney or use PVC piping to vent furnace out basement wall.

Install 13 SEER central air conditioning unit, appropriately sized for dwelling.

Cost of furnace: $ 3000 - 00

Cost of Central Air: $ 2000 - 00

Bathroom Ceiling

Tear out existing ceiling, repair ceiling structure as needed, and install new drywall.
Prime and paint to homeowner's desired color and finish.
Install ventilation fan, vented to the exterior of the home.

Cost of Bathroom Ceiling: $ 1000 - 00

Plumbing/Heating Improvements

Install ¾" drop tube for water heater pressure valve.
Replace existing cast iron drain (down to the floor) with PVC piping in basement. Replace floor drain near washing machine. Cap and remove basement bathroom fixtures.

Cost of Plumbing/Heating Improvements: $ 2000 - 00

Lead-Based Paint Concerns

There are high levels of lead dust on floors throughout the home. Therefore, once all lead remediation/abatement activities have been completed, the house must be thoroughly cleaned for lead dust using accepted HEPA-Wash-HEPA cleaning methods.

Cost of Cleaning/Dusting: $ 500-00

Upstairs bedrooms

Wet scrape/sand, repair as necessary, stabilize and paint baseboards.

Alternative: Replace baseboards with new components of equal dimensions, paint or stain to match existing look (or to homeowner's desire).

Cost of Painting/Treating Baseboards: $ 150-00
Cost of Replacing Baseboards: $ 500-00

Remove and replace **ALL** upstairs door casings, door jambs, doors and doorstops (where applicable) for all interior doors and closet doors within the home.

Cost of Removing/Replacing All Interior Doors/Door Components: $ 1300-00

Basement

Wet scrape/sand, repair as necessary, stabilize and paint basement's north wall to homeowner's desired color.

Cost of Painting Basement Wall: $ 500-00

LEAD-BASED PAINT NOTICE

As this project is being financed with federal funds, all work that disturbs lead-based painted surfaces (as determined by a lead-based paint hazard assessment to be shared with the homeowner and the contractor) will require lead-based paint safe work practices. The contractor is also required to distribute the *Lead hazard information pamphlet*, as required by the U.S. Department of Housing and Urban Development.

It will also be required that lead safe work practices be used in the interior work areas and that those areas are isolated from any area of the house considered to be free of lead-based hazards. For this reason, please submit a detailed description of the process you propose to use to ensure lead safe work practices within the home, which should be compliant with the rules detailed in 24 CFR 35.930.

Please be aware that once the interior work has been completed, a clearance test will need to be performed while the work areas are still isolated from the rest of the home. This will require coordination between your workers, the City of Monroe and a certified lead testing professional. The City of Monroe will pay to have the initial assessment completed as well as the first clearance test. **Any clearance tests required beyond the initial test will be paid for by the contractor.**

Please include anticipated costs related to lead-based paint in each of the individual items listed in these specifications. The total cost given under "Estimated Cost of Lead Safe Practices" is intended to show extra costs added to the project by meeting these requirements. **It is the city's intent that the Lead Safe Practices costs be included in the Total Project Cost listed above this item.**

Total Project Cost: **$** 23800

6'x

Homeowner Signatu
(to verify site visit)

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: 2013 SIDEWALK REPLACEMENT PROGRAM BID AWARD

DISCUSSION: Every year, the City Council selects an area of the City for replacement of sidewalks, and this year's program area is east of North Macomb Street, west of Riverview Avenue, and north of the River Raisin. This program began in 1978, and generally the program proceeds on an 8-year cycle rotating counter-clockwise around the City. This program was originally developed in order to continue to improve the City's sidewalk system and protect the City from excessive liability due to defective sidewalk sections, goals that are still very valid today. In addition to the quantities described above, each year there are numerous "extra areas" that are scattered throughout the City where concrete driveway approaches, sidewalks, and street pavements must be replaced due to water main breaks and other utility repairs, along with isolated concrete patches on major and local streets. Also, some of these are complaints that we receive throughout the year outside the program area, mostly related to City trees heaving sidewalks, and other related issues. This list is compiled prior to bidding of the program, but as expected does expand somewhat between bidding and program completion, due to the near-constant referrals that come to the City's attention.

The Engineering Department opened bids for this project on Monday, June 24, 2013. There were five (5) bidders for this project and a bid tabulation is attached for your review. The low bidder is G.V. Cement Contracting Company from Brownstown, and their low bid of $92,758.54 is 12.2% above the Engineer's Estimate of $82,638.60. They were the successful bidder for the 2010 and 2011 Sidewalk Replacement Program and performed well in both cases. They were also awarded the 2012 Concrete Paving Program in July 2012, and due to their favorable performance, pricing, and schedule, the Engineering Department recommended and City Council awarded an extension into 2013 for the DPS Parking Lot and Lavender Street projects. Since they are expected to be completed with their present work in the City by mid-July, this project should fall neatly into their schedule as well. While their low bid is somewhat higher than our estimate, since most of our typical bidders submitted bids this year and G.V. Cement is already working in the community, it is highly unlikely that re-bidding this project would result in better bids, and we believe it appropriate to proceed with making an award at this time.

The funding allocated through the 2013-14 Capital Improvements Program (CIP) was $72,000 from General Funds and $53,000 from property owner assessments, based on a conceptual estimate of the program area by the Engineering Department. However, after actual marking, the City share is a higher proportion than expected, so in order to complete all work for which the City is obligated, some additional funding will be required from the Capital Projects Fund or other source. Including contingencies, the General Fund component is planned to be $78,400, whereas the assessable portion is planned to be $25,200. Based on the same proportion being charged to the engineering time for the project, roughly $11,800 in additional costs will be chargeable to the City's share, for a total expected cost of $90,200, which is $18,200 over the budgeted funding. As some of the City's "extra areas" were actually already deferred from 2012 due to a lack of funding, it is our strong preference that they be addressed in 2013 rather than continuing to cold patch these locations indefinitely.

IT IS RECOMMENDED that the City Council award the above contract to G.V. Cement Contracting Company in the amount of $92,758.54, and that a total of $106,700 be encumbered, which includes a 15% project contingency. **IT IS FURTHER RECOMMENDED** that the Mayor and Clerk-Treasurer be authorized to sign the contracts on behalf of the City of Monroe, and that the Finance Director be authorized to make any necessary funding transfers during the project from the Capital Projects Fund or other appropriate source.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: Contractor may be ready to start work in the area as soon as the 10-day notice to property owners has expired.

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, fronting property owners, disabled individuals, pedestrians at large, Water Department

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$106,700*
Cost of This Project Approval	$106,700*
Related Annual Operating Cost	$ N/A
Increased Revenue Expected/Year	$ N/A

*Includes 15% contingency

SOURCE OF FUNDS:

City	Account Number	Amount
Sidewalk Repl. Program	401-95.449-818.020 14C09	$78,400
Water Dept. Contractual	591-40.538-818.020	$3,100
Other Funds		
Property Owner Assessments (original budget)		$25,200*

*Property owner assessments are typically encumbered against 401-95.449-818.020 14C09 until billed.

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Dir. of Engineering & Public Services **DATE:** 06/25/13

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: July 1, 2013

2013 Sidewalk Replacement Program
BID TABULATION
BIDS DUE: Monday, June 24, 2013

No.	Item	# units	Units	0 - Engineer's Estimate		1 - G.V. Cement Contracting Co.		2 - Dominic Gaglio Constr., Inc.	
				Unit Price	Amt.	Unit Price	Amt.	Unit Price	Amt.
1	Remove & Dispose Conc. & Misc. Flatwork	18690.60	SFT	1.00	18,690.60	1.20	22,428.72	2.00	37,381.20
2	Remove & Dispose Curb & Gutter	174.00	LFT	10.00	1,740.00	6.00	1,044.00	20.00	3,480.00
3	Furnish & Install Curb & Gutter	174.00	LFT	20.00	3,480.00	15.00	2,610.00	20.00	3,480.00
4	Furnish & Install 4" Concrete Flatwork	15518.80	SFT	2.75	42,676.70	3.20	49,660.16	3.00	46,556.40
5	Furnish & Install 6" Concrete ADA Ramps	300.00	SFT	10.00	3,000.00	12.00	3,600.00	15.00	4,500.00
6	Furnish & Install 6" Concrete Flatwork	2371.80	SFT	3.50	8,301.30	3.70	8,775.66	3.20	7,589.76
7	Furnish & Install 8" Concrete Flatwork	500.00	SFT	4.00	2,000.00	4.50	2,250.00	4.00	2,000.00
8	Furnish & Install Reinforcing Wire Mesh	500.00	LBS	1.00	500.00	1.20	600.00	1.90	950.00
9	Furnish & Install Bituminous Hand Patching	10.00	TON	200.00	2,000.00	160.00	1,600.00	310.00	3,100.00
10	Adjust Structure	1.00	EA	250.00	250.00	190.00	190.00	265.00	265.00
	Total				82,638.60		92,758.54		109,302.36

No.	Item	# units	Units	3 - Majestic Contr. LLC		4 - Lacaria Concrete Constr.		5 - Audia Concrete Constr., Inc.	
				Unit Price	Amt.	Unit Price	Amt.	Unit Price	Amt.
1	Remove & Dispose Conc. & Misc. Flatwork	18690.60	SFT	0.89	16,634.63	2.00	37,381.20	2.00	37,381.20
2	Remove & Dispose Curb & Gutter	174.00	LFT	5.00	870.00	14.00	2,436.00	1.00	174.00
3	Furnish & Install Curb & Gutter	174.00	LFT	22.00	3,828.00	20.00	3,480.00	29.00	5,046.00
4	Furnish & Install 4" Concrete Flatwork	15518.80	SFT	4.50	69,834.60	4.00	62,075.20	6.30	97,768.44
5	Furnish & Install 6" Concrete ADA Ramps	300.00	SFT	6.25	1,875.00	10.00	3,000.00	6.53	1,959.00
6	Furnish & Install 6" Concrete Flatwork	2371.80	SFT	5.25	12,451.95	4.25	10,080.15	6.53	15,487.85
7	Furnish & Install 8" Concrete Flatwork	500.00	SFT	6.85	3,425.00	5.00	2,500.00	7.50	3,750.00
8	Furnish & Install Reinforcing Wire Mesh	500.00	LBS	1.00	500.00	1.50	750.00	0.80	400.00
9	Furnish & Install Bituminous Hand Patching	10.00	TON	130.00	1,300.00	300.00	3,000.00	320.00	3,200.00
10	Adjust Structure	1.00	EA	350.00	350.00	300.00	300.00	420.00	420.00
	Total				111,069.18		125,002.55		165,586.49

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: 2013 SIDEWALK PROGRAM – FINAL NOTICE TO AFFECTED PROPERTY OWNERS

DISCUSSION: Every year, the City Council selects an area of the City for replacement of sidewalks, and this year's program area is east of North Macomb Street, west of Riverview Avenue, and north of the River Raisin. This program began in 1978, and generally the program proceeds on an 8-year cycle rotating counter-clockwise around the City. This program was originally developed in order to continue to improve the City's sidewalk system and protect the City from excessive liability due to defective sidewalk sections, goals that are still very valid today.

An informational letter was sent to all of the residents of this area on April 5, 2013, prior to the inspection of any sidewalks. The sidewalks were then inspected and all potentially hazardous sidewalks were marked with either a "C", "X", or "T". A "C" indicates that the necessary repairs will be made by the City at its expense. If the walk is marked with an "X", the necessary repairs are the responsibility of the property owner. A "T" indicates a utility trench settlement caused by a house water service and the cost is shared equally between the City and the property owner. As have been our typical standards, "potentially hazardous" sidewalks are those that exhibit deterioration or spalling greater than a single crack per square, or are separated from the adjacent square by ¾" or more.

In accordance with the Monroe Code, the property owners affected by this program are required to receive two (2) notices; one which gives them thirty (30) days to make the necessary repairs, and a final notice which gives them a ten (10) day extension. On June 13, 2013, the first notice was sent to the affected property owners.

Attached please find a list of property owners who have not repaired their walks. Once the original 30-day period has elapsed, these property owners will receive a letter stating that they have a ten (10) day extension in which to make the repairs. Also on this City Council agenda for your approval is a request to award a contract for this work, and the Contractor will be directed not to commence work on any of the walks that are to be assessed to the property owners until this 10-day period has expired.

IT IS RECOMMENDED that the City Council resolve to direct the Engineering Department to repair the walks of those property owners on the attached list that do not do so within the next ten (10) calendar days, and to authorize the Engineering Department to bill the cost to them following repairs.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: Sidewalk program typically commences in late July or early August

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, fronting property owners, pedestrians at large

FINANCES

COST AND REVENUE PROJECTIONS:

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

*Cost of overall project will be reported with 2013 Sidewalk Program bid award.

SOURCE OF FUNDS:

	City	Account Number	Amount
	Other Funds		

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Dir. of Engineering & Public Services **DATE:** 06/25/13

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: July 1, 2013

City of Monroe 2013 Sidewalk Replacement Program - List of Property Owners Liable for an Assessment

	A	B	C	D	E	F	G	H
2	59-01780-000	203	E ELM AVE	MARTENSON REAL ESTATE, LLC	3200 WEST ROAD	TRENTON	MI	48183
3	59-01781-000	215	E ELM AVE	KLYDER, JOHN	215 E ELM AVE - OFFICE	MONROE	MI	48162
4	59-01782-000	225	E ELM AVE	CHRIST EVANGELICAL CHURCH	225 E ELM AVE	MONROE	MI	48162
5	59-01762-000	311	E ELM AVE	CALENDER, KENYON S & KAREN S	311 E ELM AVE	MONROE	MI	48162
6	59-01166-000	427	E ELM AVE	FLESZAR, ANDREW & KIMBERLYN	206 N MACOMB ST	MONROE	MI	48162
7	58-01183-000	431	E ELM AVE	BANNING CO	431 E ELM AVE	MONROE	MI	48162
8	59-01838-001	216	E GROVE ST	VANCENA, VINCENT F	6020 PICKARD DR	TOLEDO	OH	43613-1718
9	59-01838-003	218	E GROVE ST	GILDAY, ELIZABETH (LE)	218 E GROVE ST	MONROE	MI	48162
10	59-01838-002	220	E GROVE ST	MEYER, TODD & KAREN	220 E GROVE ST	MONROE	MI	48162
11	59-01839-000	224	E GROVE ST	VORNDAM, RONALD JR & LAURA L (TR)	224 E GROVE ST	MONROE	MI	48162
12	59-01839-001	230	E GROVE ST	DUGAN, MICHELLE S	230 E GROVE ST	MONROE	MI	48162
13	59-01840-000	240	E GROVE ST	MATA, ANNA	240 E GROVE ST	MONROE	MI	48162
14	59-00534-000	127	HOLLYWOOD DR	BHURGRI, AAMER N & MAIRA	127 HOLLYWOOD DR	MONROE	MI	48162
15	59-00588-000	130	HOLLYWOOD DR	KENNEDY, MARIE & JEFFREY GUTSCHOW	130 HOLLYWOOD DR	MONROE	MI	48162
16	59-00587-000	136	HOLLYWOOD DR	STERLING, JOSEPH W & JANET P	136 HOLLYWOOD DR	MONROE	MI	48162
17	59-00535-000	143	HOLLYWOOD DR	TIPPIN, PAUL & ROSEMARY	143 HOLLYWOOD DR	MONROE	MI	48162
18	59-00539-000	151	HOLLYWOOD DR	VORRATH, LOIS & SHELLY	1023 ABBEY RD	MONROE	MI	48161
19	59-00582-000	154	HOLLYWOOD DR	POTTER, MICHAEL	154 HOLLYWOOD DR	MONROE	MI	48162
20	59-00540-000	201	HOLLYWOOD DR	LIVINGSTON, ERIC D & ANDREA	201 HOLLYWOOD DR	MONROE	MI	48162
21	59-00579-000	202	HOLLYWOOD DR	MORRIS, KEVIN & WINIFRED	202 HOLLYWOOD DR	MONROE	MI	48162
22	59-00574-000	212	HOLLYWOOD DR	ST PAUL'S UNITED METHODIST	201 S MONROE ST	MONROE	MI	48161
23	59-00573-000	220	HOLLYWOOD DR	MILLER, ERIC N & MARIS L VENIA	220 HOLLYWOOD DR	MONROE	MI	48162
24	59-00567-000	222	HOLLYWOOD DR	RINNE, GAYLAND W & JOANN	222 HOLLYWOOD DR	MONROE	MI	48162
25	59-00545-000	227	HOLLYWOOD DR	VOGEL, MARYANN	227 HOLLYWOOD DR	MONROE	MI	48162
26	59-00563-000	306	HOLLYWOOD DR	GOODRICK, RICKY D	306 HOLLYWOOD DR	MONROE	MI	48162
27	59-00552-000	317	HOLLYWOOD DR	CLARK, JOHN & HEATHER L	317 HOLLYWOOD DR	MONROE	MI	48162
28	59-00559-000	318	HOLLYWOOD DR	MARSHALL, SCOTT & POLLY	318 HOLLYWOOD DR	MONROE	MI	48162
29	59-00558-000	328	HOLLYWOOD DR	HAYDEN, JAMES & CAROLYN	328 HOLLYWOOD DR	MONROE	MI	48162
30	59-00553-000	333	HOLLYWOOD DR	GUICH, SAM & NANCY	333 HOLLYWOOD DR	MONROE	MI	48162
31	59-00591-000	403	HOLLYWOOD DR	RICHMOND, ROBERT D & NANCY A	403 HOLLYWOOD DR	MONROE	MI	48162
32	59-00828-000	404	HOLLYWOOD DR	GOSE, PAT & CAROL	404 HOLLYWOOD DR	MONROE	MI	48162
33	59-00827-000	ES 410.0	HOLLYWOOD DR	DOMICK, JULIA A (TR) DOMICK, WILLIAM &	410 HOLLYWOOD DR	MONROE	MI	48162
34	59-00594-000	415	HOLLYWOOD DR	CALENDER, KENYON S & KAREN S	311 E ELM AVE	MONROE	MI	48162
35	59-00595-000	421	HOLLYWOOD DR	CHESNEY, RYAN	421 HOLLYWOOD DR	MONROE	MI	48162
36	59-00825-000	424	HOLLYWOOD DR	JAGUTIS FAMILY TRUST	424 HOLLYWOOD DR	MONROE	MI	48162
37	59-00596-000	427	HOLLYWOOD DR	BLUBAUGH, JASON LEE	427 HOLLYWOOD DR	MONROE	MI	48162
38	59-00824-000	430	HOLLYWOOD DR	SMUKLER, ABIGAIL	430 HOLLYWOOD DR	MONROE	MI	48162
39	59-00597-000	433	HOLLYWOOD DR	MCCAFFERY, HAROLD & DOREEN	433 HOLLYWOOD DR	MONROE	MI	48162
40	59-00823-000	440	HOLLYWOOD DR	KATZ, JACK & ANGELA (LE)	440 HOLLYWOOD DR	MONROE	MI	48162
41	59-00599-000	449	HOLLYWOOD DR	MARCH, TEDD & DEBRA	449 HOLLYWOOD DR	MONROE	MI	48162
42	59-00820-000	452	HOLLYWOOD DR	DRUMM, JANE A	452 HOLLYWOOD DR	MONROE	MI	48162
43	59-00601-000	459	HOLLYWOOD DR	KUEHNLEIN, TRACY	459 HOLLYWOOD DR	MONROE	MI	48162

City of Monroe 2013 Sidewalk Replacement Program - List of Property Owners Liable for an Assessment

	A	B	C	D	E	F	G	H
44	59-00818-000	464	HOLLYWOOD DR	RUNYON, JAMES & BARBARA	2651 NADEAU RD	MONROE	MI	48162
45	59-00603-000	471	HOLLYWOOD DR	KRESSBACH, CHARLES PAUL	471 HOLLYWOOD DR	MONROE	MI	48162
46	59-00604-000	475	HOLLYWOOD DR	STEFFES, JASON J	475 HOLLYWOOD DR	MONROE	MI	48162
47	59-00815-000	476	HOLLYWOOD DR	GRASSLEY, DAVID & SUSAN	476 HOLLYWOOD DR	MONROE	MI	48162
48	59-00813-000	500	HOLLYWOOD DR	BLACK, BEVERLY A & KELLY D	500 HOLLYWOOD DR	MONROE	MI	48162
49	59-00605-000	501	HOLLYWOOD DR	DOTSON, CHRISTOPHER M & KELLY A	501 HOLLYWOOD DR	MONROE	MI	48162
50	59-00606-000	507	HOLLYWOOD DR	STEFFES, JAMES J	507 HOLLYWOOD DR	MONROE	MI	48162
51	59-00811-000	510	HOLLYWOOD DR	KIRSCH, STEPHEN & JOHNSON, JACQUELI	510 HOLLYWOOD DR	MONROE	MI	48162
52	59-00607-000	511	HOLLYWOOD DR	MIGNANO, SALVATORE J III	511 HOLLYWOOD DR	MONROE	MI	48162
53	59-00608-000	515	HOLLYWOOD DR	FISHER, JULIUS JR & LORI M	515 HOLLYWOOD DR	MONROE	MI	48162
54	59-00810-000	518	HOLLYWOOD DR	JACKSON, JO ANN	518 HOLLYWOOD DR	MONROE	MI	48162
55	59-01905-000	523	HOLLYWOOD DR	EVANS, GARY L	920 SAINT JAMES PARK AVE	MONROE	MI	48161
56	59-00809-000	524	HOLLYWOOD DR	BUICK, JOSEPH R & CONSTANCE M	524 HOLLYWOOD DR	MONROE	MI	48162
57	59-00609-000	531	HOLLYWOOD DR	PAILLE, JOSEPH G & DANIELLE F (LC)	531 HOLLYWOOD DR	MONROE	MI	48162
58	59-00610-000	535	HOLLYWOOD DR	MCALISTER, DERRILL & JOYCE	535 HOLLYWOOD DR	MONROE	MI	48162
59	59-00611-000	539	HOLLYWOOD DR	HODGES, WILLIAM/CASTILLO, MARY	539 HOLLYWOOD DR	MONROE	MI	48162
60	59-00807-000	540	HOLLYWOOD DR	MONDAY, DENISE M	540 HOLLYWOOD DR	MONROE	MI	48162
61	59-00612-000	601	HOLLYWOOD DR	EVANS, CHARLES & DORIS	607 HOLLYWOOD DR	MONROE	MI	48162
62	59-00613-000	607	HOLLYWOOD DR	EVANS, CHARLES D & DORIS J	607 HOLLYWOOD DR	MONROE	MI	48162
63	59-00804-000	612	HOLLYWOOD DR	SPENCE, MARCIA	612 HOLLYWOOD DR	MONROE	MI	48162
64	59-00617-000	621	HOLLYWOOD DR	SEARS, SUSAN M	621 HOLLYWOOD DR	MONROE	MI	48162
65	59-00619-000	631	HOLLYWOOD DR	MCMAHON, GEORGE & PATRICIA	483 BRAINARD	DETROIT	MI	48201
66	59-00801-000	636	HOLLYWOOD DR	PIETRANIEC, R & KENNEDY, T	636 HOLLYWOOD DR	MONROE	MI	48162
67	59-00621-000	639	HOLLYWOOD DR	AMOLSCH, MARY JEAN (TR)	639 HOLLYWOOD DR	MONROE	MI	48162
68	59-00800-000	644	HOLLYWOOD DR	BLUMBERG, JAMES & MELISSA	644 HOLLYWOOD DR	MONROE	MI	48162
69	59-00623-000	647	HOLLYWOOD DR	TIMINEY, JOANNE K	647 HOLLYWOOD DR	MONROE	MI	48162
70	59-00624-000	655	HOLLYWOOD DR	MALONE, JAMES M & SHARON A	2550 AVE AU SOLEIL	GULF STRE	FL	33483
71	59-00625-000	659	HOLLYWOOD DR	ARPS, JOYCE E	659 HOLLYWOOD DR	MONROE	MI	48162
72	59-00797-000	660	HOLLYWOOD DR	KNABUSCH, MILTON J H & SALLY	660 HOLLYWOOD DR	MONROE	MI	48162
73	59-00626-000	663	HOLLYWOOD DR	DAHL, DOUGLAS	663 HOLLYWOOD DR	MONROE	MI	48162
74	59-00765-000	704	HOLLYWOOD DR	WATSON, KATHY S	704 HOLLYWOOD DR	MONROE	MI	48162
75	59-00627-000	705	HOLLYWOOD DR	BELLINO, BONNIE	705 HOLLYWOOD DR	MONROE	MI	48162
76	59-00628-000	711	HOLLYWOOD DR	FEDERAL HOME LOAN MORTGAGE CORP	31440 NORTHWESTERN HWY STE 200	FARMINGT	MI	48334-2525
77	59-00763-000	712	HOLLYWOOD DR	ADAMS, CHRISTOPHER & EMILY	712 HOLLYWOOD DR	MONROE	MI	48162
78	59-00629-000	715	HOLLYWOOD DR	OLSON, WARD & GUNHILD	3906 HENRY RD	LEWISTON	MI	49756
79	59-00762-000	716	HOLLYWOOD DR	GIDWANI, RAJA MOTI & MONALI LAXPATI	3920 SW 186TH WAY	HOLLYWOO	FL	33029
80	59-00761-000	720	HOLLYWOOD DR	GOINS, TIMOTHY & JAYNA	720 HOLLYWOOD DR	MONROE	MI	48162
81	59-00630-000	723	HOLLYWOOD DR	SIEB, SHANE P & BOYD, ASHLEY L	723 HOLLYWOOD DR	MONROE	MI	48162
82	59-00633-000	807	HOLLYWOOD DR	MACDONALD, LAURIE & SHARON	807 HOLLYWOOD DR	MONROE	MI	48162
83	59-00726-000	808	HOLLYWOOD DR	REED, CRAIG R & JENNIFER N	808 HOLLYWOOD DR	MONROE	MI	48162
84	59-00634-000	811	HOLLYWOOD DR	HEINDEL, ROBERT & DONNA	811 HOLLYWOOD DR	MONROE	MI	48162
85	59-00725-000	812	HOLLYWOOD DR	BRIGANDI, KEVIN & TAMMI	812 HOLLYWOOD DR	MONROE	MI	48162

City of Monroe 2013 Sidewalk Replacement Program - List of Property Owners Liable for an Assessment

	A	B	C	D	E	F	G	H
86	59-00723-000	820	HOLLYWOOD DR	CHAKMAKIAN, EDWARD & MICHELE (TR)	820 HOLLYWOOD DR	MONROE	MI	48162
87	59-00637-000	823	HOLLYWOOD DR	BOLT, JOHN & KATHLEEN	823 HOLLYWOOD DR	MONROE	MI	48162
88	59-00722-000	824	HOLLYWOOD DR	WAHL, RYAN M	824 HOLLYWOOD DR	MONROE	MI	48162
89	59-00638-000	829	HOLLYWOOD DR	LEE, LEANN CAROL	829 HOLLYWOOD DR	MONROE	MI	48162
90	59-00639-000	901	HOLLYWOOD DR	MUSHUNG, LANCE C	901 HOLLYWOOD DR	MONROE	MI	48162
91	59-00689-000	904	HOLLYWOOD DR	SCHWAB, ERICA A	904 HOLLYWOOD DR	MONROE	MI	48162
92	59-00641-000	909	HOLLYWOOD DR	RUSSO, PATRICIA K	909 HOLLYWOOD DR	MONROE	MI	48162
93	59-00688-000	916	HOLLYWOOD DR	MYERS, MARY FRANCES (TR)	916 HOLLYWOOD DR	MONROE	MI	48162
94	59-00644-000	921	HOLLYWOOD DR	LOCKWOOD, HARRY/NORMA (TR)	921 HOLLYWOOD DR	MONROE	MI	48162
95	59-00687-000	930	HOLLYWOOD DR	REICHERD, CHARLES & LAURA	744 E HURD RD	MONROE	MI	48162
96	59-00656-000	1008	HOLLYWOOD DR	SHERRARD, MARK D & LISA J	1012 HOLLYWOOD	MONROE	MI	48162
97	59-00649-000	1011	HOLLYWOOD DR	UL, IHSAN & NUSRAT HAG	1011 HOLLYWOOD DR	MONROE	MI	48162
98	59-00654-000	1012	HOLLYWOOD DR	SHERRARD, MARK & LISA	1012 HOLLYWOOD DR	MONROE	MI	48162
99	59-00652-000	1016	HOLLYWOOD DR	JOHNSON, RODNEY & SUSAN	1016 HOLLYWOOD DR	MONROE	MI	48162
100	59-01761-001	1375	HOLLYWOOD DR	GRIMSLEY, MICHAEL H & LISA M	1375 HOLLYWOOD DR	MONROE	MI	48162
101	59-00530-000	1434	HOLLYWOOD DR	KASPER, JOHN S & LEE ETTA	1434 HOLLYWOOD DR	MONROE	MI	48162
102	59-01765-000	146	LINCOLN	BUELL, PAMELA SUE	146 LINCOLN AVE	MONROE	MI	48162
103	59-01767-000	156	LINCOLN AVE	OEHRING, CHRIS & JANET SIMON	156 LINCOLN AVE	MONROE	MI	48162
104	59-00836-000	201	LINCOLN AVE	DUFFEY, CALLEY & WESTERLUND, JOSEPH	201 LINCOLN AVE	MONROE	MI	48162
105	59-00852-000	306	LINCOLN AVE	MONROE PUBLIC SCHOOLS	1275 N MACOMB ST	MONROE	MI	48162
106	59-00848-000	327	LINCOLN AVE	STEFANSKI, DANIEL & LESLIE	327 LINCOLN AVE	MONROE	MI	48162
107	59-00850-000	328	LINCOLN AVE	GONYEA, ANTHONY	328 LINCOLN AVE	MONROE	MI	48162
108	59-01830-000	211	E LORAIN ST	COSS, RAYMOND	211 E. LORAIN ST	MONROE	MI	48162
109	59-01822-000	224	E LORAIN ST	WEST, PATRICK R	1949 S CUSTER RD	MONROE	MI	48162
110	59-01833-000	227	E LORAIN ST	MATHEWS, PAMELA A	227 E LORAIN ST	MONROE	MI	48162
111	59-01834-000	229	E LORAIN ST	DAVIDSON, TODD & JIOVANIA	229 E LORAIN ST	MONROE	MI	48138
112	59-01836-000	303	E LORAIN ST	CORIC, OLGA & MICHAEL	303 E LORAIN ST	MONROE	MI	48162
113	59-01826-000	306	E LORAIN ST	LEIBOLD, ANDREW & APRIL	306 E LORAIN ST	MONROE	MI	48162
114	59-01836-001	307	E LORAIN ST	GRODI, RANDY H & JILL J	236 E LORAIN	MONROE	MI	48162
115	59-01827-000	310	E LORAIN ST	BOSS, MICHAEL D	310 E LORAIN ST	MONROE	MI	48162
116	59-01837-000	311	E LORAIN ST	STRICKLAND, GRANT & PATRICIA	311 E LORAIN ST	MONROE	MI	48162
117	59-01828-000	316	E LORAIN ST	FLEEMAN, ROBERT JR	316 E LORAIN ST	MONROE	MI	48162
118	59-01829-000	318	E LORAIN ST	GOSLA, JAMES & JANE	318 E LORAIN ST	MONROE	MI	48162
119	59-01214-000	453	E LORAIN ST	PREVENAS, GEORGE & KAREN	412 RUFF DR	MONROE	MI	48161
120	59-01703-000	126	N MACOMB ST	KLYDER, JOHN & CHRISTA I	P O BOX 115	MONROE	MI	48161
121	59-01704-000	132	N MACOMB ST	KLYDER, JOHN & CHRISTA I	PO BOX 115	MONROE	MI	48162
122	59-01705-000	138	N MACOMB ST	THOMPSON, ERIC M	138 N MACOMB ST	MONROE	MI	48162
123	69-00032-000	139	N MACOMB ST	WESTOVER, ARDEN T	139 N MACOMB ST	MONROE	MI	75024
124	59-01706-000	142	N MACOMB ST	BANK OF AMERICA N A	MAIL STOP TX2-928-0303	PLANO	TX	48162
125	59-01707-000	146	N MACOMB ST	SMITH, ROSCOE M & ROSE E	534 GODFROY AVE	MONROE	MI	48162
126	59-01714-000	226	N MACOMB ST	CLICK, PATRICK & ANNE	226 N MACOMB ST	MONROE	MI	48162
127	59-01716-000	310	N MACOMB ST	SWEAT, MITCHELL & STEPHANIE	310 N MACOMB ST	MONROE	MI	48162

City of Monroe 2013 Sidewalk Replacement Program - List of Property Owners Liable for an Assessment

	A	B	C	D	E	F	G	H
128	59-01718-000	316	N MACOMB ST	HENGY, HOLLY A	316 N MACOMB ST	MONROE	MI	48162
129	59-01719-000	326	N MACOMB ST	KNAPP, BETH A	326 N MACOMB ST	MONROE	MI	48145
130	59-01720-000	404	N MACOMB ST	CRUTCHFIELD, TILMAN L & TERRIE M	404 N MACOMB ST	MONROE	MI	48162
131	59-01723-000	426	N MACOMB ST	RUSSEAU, KATHLEEN A	426 N MACOMB ST	MONROE	MI	48162
132	59-01724-000	436	N MACOMB ST	LINSTER, JASON A & KRISTINE M	436 N MACOMB ST	MONROE	MI	48162
133	59-01725-000	448	N MACOMB ST	BEAMSLEY, JEFFREY F & TERESA	448 N MACOMB ST	MONROE	MI	48162
134	59-01726-000	458	N MACOMB ST	LARK, JOSEPH	458 N MACOMB ST	MONROE	MI	48162
135	59-01727-000	472	N MACOMB ST	DAVIS, ADAM & KRISTEN (LC)	472 N MACOMB ST	MONROE	MI	48131
136	59-01728-000	502	N MACOMB ST	ROBERTS, SHIRLEY M	502 N MACOMB ST	MONROE	MI	48162
137	59-01729-000	506	N MACOMB ST	LOVE, EILEEN (LE)	3121 ST PIERRE	MONROE	MI	48117
138	59-01730-000	512	N MACOMB ST	MORRIS, CLARABELLE	512 N MACOMB ST	MONROE	MI	48162
139	59-01733-001	532	N MACOMB ST	BURNS, CHARLES & NATALIE	532 N MACOMB ST	MONROE	MI	48162
140	69-00298-000	621	N MACOMB ST	ELY, JANICE D	621 N MACOMB ST	MONROE	MI	48162
141	59-01734-000	718	N MACOMB ST	MERCY MEMORIAL HOSPITAL	718 N. MACOMB ST	MONROE	MI	48162
142	59-01736-000	814	N MACOMB ST	K & D INVESTMENT ASSOCIATES, LLC	987 STEWART RD	MONROE	MI	48162
143	59-01737-000	900	N MACOMB ST	SIMS, MARY CHRISTINE	900 N MACOMB ST	MONROE	MI	48162
144	59-00470-000	1540	N MACOMB ST	SMITH, LILLIE (LE) LANCEL R SMITH & MA	1540 N MACOMB ST	MONROE	MI	48162
145	59-00828-001	212	MAYWOOD AVE	ALEXANDER, MICHAEL JAMES	212 MAYWOOD AVE	MONROE	MI	48162
146	59-00828-002	222	MAYWOOD AVE	HODGE, ALVIN & AUDRA	222 MAYWOOD AVE	MONROE	MI	48176
147	59-01742-005	225	MAYWOOD AVE	FLEUELLING, JOYCE M (TR) ESTATE	5558 BLUE GRASS LN	SALINE	MI	48162
148	59-00828-003	234	MAYWOOD AVE	PACKER, GRACE L	234 MAYWOOD AVE	MONROE	MI	48162
149	59-00828-004	248	MAYWOOD AVE	KURAS, TERRY J	248 MAYWOOD AVE	MONROE	MI	48162
150	59-01742-002	255	MAYWOOD AVE	BILAN, THOMAS & LEAH	255 MAYWOOD AVE	MONROE	MI	48162
151	59-00828-005	318	MAYWOOD AVE	DUBAY, JAMES & KATHLEEN	318 MAYWOOD AVE	MONROE	MI	48162
152	59-00684-000	424	MAYWOOD AVE	POTTORFF, THOMAS & CATHERINE	424 MAYWOOD AVE	MONROE	MI	48162
153	59-00659-000	425	MAYWOOD AVE	LAPRISE, THOMAS J & ANN M	425 MAYWOOD AVE	MONROE	MI	48162
154	59-01794-000	231	E NOBLE AVE	WILLIAMS, KELLIE J	231 E NOBLE AVE	MONROE	MI	75024
155	59-01795-000	301	E NOBLE AVE	KUDERIK, BEVERLY ANN	12535 HARRIS ST	CARLETON	MI	48162
156	59-00851-000	310	E NOBLE AVE	BUTLER, ADAM & ANGELA	312 E. NOBLE AVE.	MONROE	MI	48162
157	59-01796-000	311	E NOBLE AVE	INGELS, CARRIE	311 E NOBLE AVE	MONROE	MI	48162
158	59-00849-000	314	E NOBLE AVE	BAC HOME LOANS SERVICING LP	MAIL STOP TX2-928-0303	PLANO	TX	48162
159	59-01195-000	425	E NOBLE AVE	KAISER, KEVIN & GEORGANN	425 E NOBLE AVE	MONROE	MI	48162
160	59-00507-000	224	OAKWOOD ST	COOK, TERESA A	224 OAKWOOD ST	MONROE	MI	48162
161	59-00518-000	233	OAKWOOD ST	GILBERTSON, RALPH & PAMELA	233 OAKWOOD ST	MONROE	MI	48162
162	59-00519-000	303	OAKWOOD ST	HUNTER, JASON P	303 OAKWOOD ST	MONROE	MI	48162
163	59-00502-000	310	OAKWOOD ST	WOELMER, GLEN & CAROLYN	310 OAKWOOD ST	MONROE	MI	48162
164	59-00521-000	311	OAKWOOD ST	BOROVICH, MARK S	311 OAKWOOD ST	MONROE	MI	48162
165	59-00523-000	315	OAKWOOD ST	PURVINS, JULIUS & MELITA	315 OAKWOOD ST	MONROE	MI	48162
166	59-00500-000	318	OAKWOOD ST	HOLZINGER, DONALD/SHIRLEY (TR)	318 OAKWOOD ST	MONROE	MI	48162
167	59-00497-000	324	OAKWOOD ST	VITALE, RUSSELL & MONA	324 OAKWOOD ST	MONROE	MI	48162
168	59-00494-000	340	OAKWOOD ST	GREEN, KENNETH C & KIMBERLY D	340 OAKWOOD ST	MONROE	MI	48162
169	59-00492-000	402	OAKWOOD ST	WOOD, MICHAEL R	402 OAKWOOD ST	MONROE	MI	48162

City of Monroe 2013 Sidewalk Replacement Program - List of Property Owners Liable for an Assessment

	A	B	C	D	E	F	G	H
170	59-00490-000	414	OAKWOOD ST	KNAPP, LAVERN & DEMAY, MISTY	414 OAKWOOD ST	MONROE	MI	48162
171	59-00351-000	425	OAKWOOD ST	PILAT, THEODORE	425 OAKWOOD ST	MONROE	MI	48162
172	59-00349-000	426	OAKWOOD ST	LAMBRIX, CAROLYN (TR)	426 OAKWOOD ST	MONROE	MI	48162
173	59-00474-000	233	ORCHARD DR	RASSEL, CHRISTOPER & MARY	233 ORCHARD DR	MONROE	MI	48162
174	59-01761-000	326	ORCHARD DR	LIETO, RALPH A	326 ORCHARD DR	MONROE	MI	48162
175	59-00481-000	329	ORCHARD DR	ANTOLIK, PAUL G & DAWN DUFFEY-	329 ORCHARD DR	MONROE	MI	48162
176	59-00343-000	425	ORCHARD DR	EVANS, ARBRA B & SUE M	425 ORCHARD DR	MONROE	MI	48161
177	59-00728-000	417	PARKWOOD AVE	CARVETH, RICHARD R (TR)	417 PARKWOOD AVE	MONROE	MI	48162
178	59-00729-000	421	PARKWOOD AVE	WALLS, EIKO	421 PARKWOOD AVE	MONROE	MI	48162
179	59-00730-000	425	PARKWOOD AVE	GUTSCHOW, JEFFREY A & KENNEDY MARIE	130 HOLLYWOOD	MONROE	MI	48161
180	59-00758-000	430	PARKWOOD AVE	PALAZZOLO, FARA/MARTELL, DONALD	1474 ROMAN DR	MONROE	MI	48162
181	59-01168-000	121	RIVERVIEW AVE	WICKENHEISER, J & ZOCHOWSKI, R	P O BOX 1243	MONROE	MI	48162
182	59-01169-000	123	RIVERVIEW AVE	FRAGNER, RANDELL	123 RIVERVIEW AVE	MONROE	MI	48162
183	59-01172-000	135	RIVERVIEW AVE	RAYMO, CHRISTOPHER & CATHY	135 RIVERVIEW AVE	MONROE	MI	48162
184	59-01173-000	137	RIVERVIEW AVE	GARCIA, ROBERTO G	934 PLUM GROVE	MONROE	MI	48162
185	59-01173-001	145	RIVERVIEW AVE	VONOTTEN CHARLENE & KEVIN L	145 RIVERVIEW AVE	MONROE	MI	48162
186	59-01175-000	153	RIVERVIEW AVE	BUJAK, DAVID A & ELIZABETH K	153 RIVERVIEW AVE	MONROE	MI	48162
187	59-01176-000	157	RIVERVIEW AVE	SIFFER, MARTIN	157 RIVERVIEW AVE	MONROE	MI	48162
188	59-01178-000	161	RIVERVIEW AVE	CEBINA, ROBERT & SHERRY	161 RIVERVIEW AVE	MONROE	MI	48162
189	59-01184-000	227	RIVERVIEW AVE	RIGGS, JEFF & CHERYL	227 RIVERVIEW AVE	MONROE	MI	48161
190	59-01188-000	315	RIVERVIEW AVE	KNIGHT, KIMBERLY & ROBERT	315 RIVERVIEW AVE	MONROE	MI	48162
191	59-01193-000	331	RIVERVIEW AVE	REEBER, DANIEL	331 RIVERVIEW AVE	MONROE	MI	48162
192	59-01197-000	407	RIVERVIEW AVE	FAZIO, CHARLES J & RUTH A	5585 N STONEY CREEK RD	MONROE	MI	48162
193	59-01198-000	411	RIVERVIEW AVE	FRAZER, MICHAEL B	411 RIVERVIEW AVE	MONROE	MI	48162
194	59-01200-000	423	RIVERVIEW AVE	MACK, BETTY & TIMOTHY	423 RIVERVIEW AVE	MONROE	MI	48162
195	59-01201-000	427	RIVERVIEW AVE	FAZIO, CHARLES & RUTH	5585 N STONEY CREEK RD	MONROE	MI	48162
196	59-01202-000	429	RIVERVIEW AVE	LABOE, LISA	429 RIVERVIEW AVE	MONROE	MI	48162
197	59-01203-000	433	RIVERVIEW AVE	LEDDA, JOHN F	433 RIVERVIEW AVE	MONROE	MI	48162
198	59-01207-000	453	RIVERVIEW AVE	WEST, RICHARD & PATRICIA	453 RIVERVIEW AVE	MONROE	MI	48162
199	59-01208-000	459	RIVERVIEW AVE	HINKLE, KARLA J & JOSEPH A III	459 RIVERVIEW AVE	MONROE	MI	48161
200	59-01210-000	467	RIVERVIEW AVE	JOHNSON, ROY & BERTHA	467 RIVERVIEW AVE	MONROE	MI	48162
201	59-01213-000	475	RIVERVIEW AVE	BENETEAU, BRIAN	15 E FRONT ST	MONROE	MI	48162
202	59-01215-000	503	RIVERVIEW AVE	PREVENAS, GEORGE & KAREN	503 RIVERVIEW AVE	MONROE	MI	48161
203	59-01217-000	515	RIVERVIEW AVE	LAY, RAYMOND & DOROTHY	515 RIVERVIEW AVE	MONROE	MI	48162
204	59-01219-000	521	RIVERVIEW AVE	BOUCHER, BRYAN T	521 RIVERVIEW AVE	MONROE	MI	48162
205	59-01220-000	523	RIVERVIEW AVE	BONNEAU, RICHARD & KATLEEN	12036 S CUSTER RD	DUNDEE	MI	49735
206	59-01776-002	531	RIVERVIEW AVE	SINCLAIR, JEFFREY D & CANDICE R	531 RIVERVIEW AVE	MONROE	MI	48162
207	59-01776-001	535	RIVERVIEW AVE	KNAPP, IRMA & WESLEY	535 RIVERVIEW AVE	MONROE	MI	48162
208	59-01776-000	537	RIVERVIEW AVE	SCHOFIELD, ROGER & JOYCE	37047 MUNGER DR	LIVONIA	MI	48162
209	59-01773-000	639	RIVERVIEW AVE	CAMPBELL, BUEFORD (ET AL)	639 RIVERVIEW AVE	MONROE	MI	48162
210	59-01772-000	643	RIVERVIEW AVE	REAUME, KAREN M	643 RIVERVIEW AVE	MONROE	MI	48162
211	59-01159-000	1015	RIVERVIEW AVE	KUCHNA, JOSH J & WHITNEY K	1015 RIVERVIEW AVE	MONROE	MI	48162

City of Monroe 2013 Sidewalk Replacement Program - List of Property Owners Liable for an Assessment

	A	B	C	D	E	F	G	H
212	59-01156-000	1025	RIVERVIEW AVE	VOELKER, HERBERT & MARLENE (TR)	1025 RIVERVIEW AVE	MONROE	MI	48162
213	59-01151-000	1043	RIVERVIEW AVE	VUICH, DANIEL M III&ASHLEIGH ZIEMKE	1043 RIVERVIEW AVE	MONROE	MI	48162
214	59-01148-000	1051	RIVERVIEW AVE	SCHRADER, HELENA (ETAL)	1051 RIVERVIEW AVE	MONROE	MI	48162
215	59-01146-000	1059	RIVERVIEW AVE	MILLARD, BRITTANY & ROBERT G JR	1059 RIVERVIEW AVE	MONROE	MI	48162
216	59-01143-000	1107	RIVERVIEW AVE	SANDIEFER, JOANNE	1107 RIVERVIEW AVE	MONROE	MI	48162
217	59-01747-000	1135	RIVERVIEW AVE	MONROE PUBLIC SCHOOLS	1275 N MACOMB ST	MONROE	MI	48162
218	59-00303-000	1201	RIVERVIEW AVE	HALL, KEITH H	1201 RIVERVIEW AVE	MONROE	MI	48162
219	59-00310-000	1229	RIVERVIEW AVE	BOYLAN, DENNIS & SANDRA	1229 RIVERVIEW AVE	MONROE	MI	48161
220	59-00314-000	1249	RIVERVIEW AVE	WORRELL, CARL & RAMONA	1249 RIVERVIEW AVE	MONROE	MI	48162
221	59-00316-000	1257	RIVERVIEW AVE	STAHL, DOROTHY & HARRIS, SHERLEEN	327 E JEFFERSON ST	GRAND LEI	MI	48162
222	59-00323-000	1305	RIVERVIEW AVE	DROUGEL, MARC RYAN & ALISON DONNA	1305 RIVERVIEW AVE	MONROE	MI	48162
223	59-00324-000	1311	RIVERVIEW AVE	AWADALLAH, MOHAMMAD/MUSLEH, AMNA	1311 RIVERVIEW AVE	MONROE	MI	48162
224	59-00328-000	1321	RIVERVIEW AVE	BELAIR, JUANITA, REALE, ANTONIA A	1321 RIVERVIEW AVE	MONROE	MI	48162
225	59-00329-000	1333	RIVERVIEW AVE	KUNS, ANDREW W & SEISAN, ANCA	1333 RIVERVIEW AVE	MONROE	MI	48162
226	59-00331-000	1337	RIVERVIEW AVE	BLACKMER, MICHAEL & LONGWORTH, KATE	1337 RIVERVIEW AVE	MONROE	MI	48162
227	59-00333-000	1345	RIVERVIEW AVE	PETERSON, CAROLYN S (TR)	1345 RIVERVIEW AVE	MONROE	MI	48162
228	59-00338-000	1365	RIVERVIEW AVE	POPE, WAYNE & AGNES	1365 RIVERVIEW AVE	MONROE	MI	48162
229	59-00342-000	1381	RIVERVIEW AVE	RIGGS, ERIC	1381 RIVERVIEW AVE	MONROE	MI	48162
230	59-00694-000	425	ROSEWOOD AVE	PASHAIAN, ROSE (TR)	102 E FRONT	MONROE	MI	48162
231	59-00719-000	426	ROSEWOOD AVE	HARTER, GARRY & LYNN	426 ROSEWOOD AVE	MONROE	MI	48162
232	59-00766-000	417	SCOTTWOOD AVE	LAKE, MARTIN J	417 SCOTTWOOD AVE	MONROE	MI	48162
233	59-00767-000	421	SCOTTWOOD AVE	EMERSON, JOHN & MELANIE	421 SCOTTWOOD AVE	MONROE	MI	48162
234	59-00795-000	422	SCOTTWOOD	SONTAG, RYAN D & AMY	422 SCOTTWOOD AVE	MONROE	MI	48162
235	59-00768-000	425	SCOTTWOOD	RYKSE, CALVIN & CATHERINE	425 SCOTTWOOD AVE	MONROE	MI	48162

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: Resolution Authorizing the Acquisition of 51 Winchester Street, 1247 E. First Street, and four lots on E. First Street adjacent to the Arthur Lesow Community Center from the Monroe County Treasurer through the Tax Foreclosure Procedure in the Michigan General Property Tax Act

DISCUSSION: The properties identified in the attached resolution have been foreclosed upon by the Monroe County Treasurer due to nonpayment of property taxes. The General Property Tax Act, Section 78m (Michigan Compiled Laws 211.78m) grants the City the right to purchase the property for a public purpose by payment of the minimum bid consisting of delinquent property taxes and any costs associated with the foreclosure action.

The vacant property located at 51 Winchester Street (Property ID # 49-01034-001) is located within the planning area of the River Raisin Heritage Corridor-East Master Plan. The lot occupies an area planned for the peace gardens and proposed traffic circle on the present day Front Street alignment. If for some reason the Corridor-East Plan is not implemented as planned, the property is located in a strategic commercial redevelopment area. Having City control over the property to assist in implementation of the Corridor-East Plan or for future commercial redevelopment will help ensure the property is utilized as a community asset or put back into productive use. The minimum bid for this property is $600.00.

The vacant property located at 1247 E. First Street (Property ID # 49-01509-000) is also located within the planning area of the Corridor-East Plan. The lot occupies an area anticipated to serve as part of the planned parking lot for the amphitheatre site near the present day Hellenberg Field. If the Corridor-East Plan is not implemented as planned, acquisition of this property would at least allow for consolidation of the Monroe County owned property in this area. Currently, this property encroaches into the County property and could delay redevelopment of this area if it were to be sold to a land speculator. The minimum bid for this property is $1,100.00.

The City has an interest in the four properties on E. First Street (Property ID #'s 49-01109-000, 49-01110-000, 49-01111-000, and 49-01112-000) due to their location immediately adjacent to the City owned Arthur Lesow Community Center and Navarre Library. City Council previously authorized acquisition of these properties through a donation by private owner and payment of costs in an amount not to exceed $7,500.00 (September 17, 2012), but disagreement among the then shared property interests prevented the transfer at that time. Acquisition of these properties would add to existing ALCC programming space in the short term, and provide for common ownership by the City if future redevelopment was considered. The minimum bid for these properties is $5,800.00.

All of the properties have former uses that warrant at least a Phase I Environmental Site Assessment (ESA) before the City accepts them from the Monroe County Treasurer. Completion of ESA's will formally document any prior contamination of the site, and protects the City from potential environmental liability in the event there was regulatory action or litigation in the future. Additionally, it is important to rule out any potential health risks for sites that may be used for active recreation and community gardens. Therefore, the Economic and Community Development Division will pursue grant funding for completion of Phase I and possible Phase II ESA's for the properties prior to acceptance from the County Treasurer. If grant funding cannot be obtained, estimates will be obtained and reviewed in accordance with the City purchasing ordinance. The estimated cost to complete ESA's for the subject properties is $3,500.00.

It is important to note that acquisition of property by the City through the tax foreclosure process must be for an identified "public purpose." If for any reason the City chose to sell any of the properties for a non-public purpose, any excess amount above and beyond the minimum bid would need to be returned to the Monroe County Treasurer. Therefore, the resolution specifically states the public purpose envisioned by the City.

IT IS RECOMMENDED that the City Council approve the resolution, authorizing acquisition 51 Winchester Street, 1247 E. First Street, and four lots on E. First Street adjacent to the Arthur Lesow Community Center from the Monroe County Treasurer through the tax foreclosure procedure in the Michigan General Property Tax Act; and that acceptance of the properties is conditioned upon completion of Environmental Site Assessments with acceptable findings relative to potential environmental liability.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: July 1, 2013

REASON FOR DEADLINE: July deadline for submittal of application to Monroe County Treasurer

STAFF RECOMMENDATION: X For ☐ Against

REASON AGAINST: N/A

INITIATED BY: Economic and Community Development Division

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Department of Public Services, Recreation Department

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$ 11,000.00
Cost of This Project Approval	$ 7,500.00
Related Annual Operating Cost	$ 750.00 (est.)*
Increased Revenue Expected/Year	$ 0

* Increased cost of mowing and litter pick-up on vacant properties.

SOURCE OF FUNDS:

	City	Account Number	Amount
Capital Projects	Property Acquisition	401-95.802-971.000-13C20	$7,500.00
	Other Funds		
	DCC Brownfield Consortium Grant	TBD	$3,500.00

Budget Approval: _____

FACT SHEET PREPARED BY: Dan Swallow, Director of Economic and Community Development **DATE:** 06/25/2013

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

COUNCIL MEETING DATE: July 1, 2013

CITY OF MONROE
RESOLUTION

Authorizing the Acquisition of 51 Winchester Street, 1247 E. First Street, and Four Lots on E. First Street from the Monroe County Treasurer through the Tax Foreclosure Procedure in the Michigan General Property Tax Act

WHEREAS, the vacant properties located at 51 Winchester Street (ID # 49-01034-001), 1247 E. First Street (ID # 49-01509-000), and Four Lots on E. First Street (ID #'s 49-01109-000, 49-01110-000, 49-01111-000, an 49-01112-000), have been foreclosed upon by the Monroe County Treasurer due to non-payment of property taxes; and

WHEREAS, the General Property Tax Act (MCL 211.78m) grants the City the right to purchase the property for a public purpose by payment of the minimum bid consisting of delinquent property taxes and any costs associated with the foreclosure action; and

WHEREAS, the City has an interest in the properties at 51 Winchester Street and 1247 E. First Street for planned implementation of the River Raisin Heritage Corridor-East Master Plan; and uses as public recreation or open space for the four lots on E. First Street in proximity the Arthur Lesow Community Center and Navarre Library Branch, both City-owned facilities; and

WHEREAS, use of the properties as public recreation and open space constitute a public purpose under the Michigan General Property Tax Act.

NOW, THEREFORE, BE IT RESOLVED, the Monroe City Council hereby authorizes the City Manager and City staff to prepare and execute a public purpose application to the Monroe County Treasurer and any other necessary documents including Environmental Site Assessments, for the acquisition of the tax foreclosed properties located at 51 Winchester Street (ID # 49-01034-001), 1247 E. First Street (ID # 49-01509-000), and four Lots on E. First Street (ID #'s 49-01109-000, 49-01110-000, 49-01111-000, and 49-01112-000).

BE IT FURTHER RESOLVED, the Monroe City Council hereby authorizes the expenditure of funds to pay the minimum bids, not to exceed a total of $7,500.00, for purchase of the properties as required by the Michigan General Property Tax Act.

Motion:
Seconded by:
Ayes: Nays: Absent:

I, Charles D. Evans, City Clerk-Treasurer of the City of Monroe, State of Michigan, do hereby certify that the foregoing resolution is an exact copy of a Resolution adopted by the City Council of said City, at a regular meeting thereof held on the 1st day of July, 2013.

_____
Charles D. Evans
City Clerk-Treasurer

Geographic Information System (GIS)
Engineering Department

1 inch = 94 feet

June 25, 2013

City of Monroe

51 Winchester Street

N

DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various cities, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City of Monroe does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City of Monroe does not represent that the GIS data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. The user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by the User, its employees or agents, or third parties which arise out of the User's access or use of data provided.

Geographic Information System (GIS)
Engineering Department

1 inch = 94 feet

June 25, 2013

City of Monroe

1247 E First

N

DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various cities, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City of Monroe does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City of Monroe does not represent that the GIS data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. The user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by the User, its employees or agents, or third parties which arise out of the User's access or use of data provided.

Geographic Information System (GIS)
Engineering Department

1 inch = 94 feet

June 25, 2013

City of Monroe

ALCC Lots

N

DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various cities, county, state and federal offices and ot er sources regarding the area shown, and is to be used for reference purposes only. The City of Monroe does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City of Monroe does not represent that the GIS data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. The user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by the User, its employees or agents, or third parties which arise out of the User's access or use of data provided.

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: **ORCHARD EAST HOMECOMING AT HELLENBERG PARK**

DISCUSSION: The City received a request from Tracy Palm, on behalf of the ALCC and members of the Orchard East Homecoming Committee for permission to hold a "Festival in the Park" on Saturday, August 31 and a "Gospel Jubilee" on Sunday, September 1, 2013. Specifically the request is to use the grounds and amenities of Hellenberg Park, the use of the city's portable stage, and to have the City place additional equipment and provide somewhat enhanced maintenance services within the Park. The Committee is proposing to hold a weekend family-type festival / homecoming with music, games, and crafts and it's their intention to include all residents.

The request was reviewed by the appropriate administrative and operational staff and there were no objections to the request subject to emergency vehicle access being maintained and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons. It was noted that ALCC activities and programs are provided to members of the community under an affiliated agency agreement with the City, and it is not typically subject to the payment of special event fees and cost recovery. If there is any special electrical equipment put into use for the event, the Building Department requires that it be inspected and approved by the electrical inspector. The Police Department has reported that this event will not entail any overtime or extra costs from the Police Department. The Squads will be informed of the event so they can make periodic walk-throughs of Hellenberg Park. The Department of Public Services reports that its staff can provide support for event as outlined below.

Administrative staff have met with members of the organizing committee on two occasions and discussed and agreed to recommend the following:

- The City does not currently charge fees for the use of Hellenberg Park or its facilities, so there would be no charges for the use of the Park or picnic shelter
- As a City affiliated agency, the portable stage would be provided to ALCC for the event at no cost
- DPS staff will further inspect and conduct any necessary maintenance and feasible repairs to the currently installed Park facilities and equipment, including electrical, plumbing, playground, restroom, basketball, bleachers, picnic tables and grills
- DPS staff will deliver and place additional bleachers and picnic tables in the Park for the event
- The ball field maintenance, mowing, and park-facility cleaning and trash removal contractors will be directed to provide additional scrutiny and service to the Park ball field, grounds, shelter, restrooms and trash pickup, in the days just prior to the event
- The City will arrange to provide additional trash and recycling containers for the event
- DPS crews have already provided additional stone for and graded the parking strip adjacent to Front St.
- Recreation staff will work with event organizers to provide requested equipment and orient them to their use
- Event organizers will arrange for the payment and use of an adequate number of portable toilets to accommodate the crowd anticipated
- Event organizers will arrange for the payment and use of trash dumpster services
- Even organizers will arrange for the cleanup of the Park and its facilities following the event

It was explained to event organizers that labor wage and hour regulations prohibit the City from providing volunteer police officers for the event and that Police Department supervision did not determine that supplemental police coverage was necessary. Event organizers expressed a strong desire and willingness to form a continuing group of volunteers who, in the future, would "adopt the Park" to help place and maintain enhanced landscaping and flower beds in the Park, in partnership with the City.

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

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION: ☐For ☐Against

REASON AGAINST:

INITIATED BY: City Manager's Office

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

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City	Account Number	Amount
		$
		$
		$
		$
		$
Other Funds		$
		$
		$
		$

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office **DATE:** 6/25/13

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: 7/1/13

Orchard East Homecoming Committee
O.E.H.C.
P.O. Box 2345
Monroe, Michigan 48161

June 6, 2013

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

Dear Mr. Brown:

RE: ORCHARD EAST HOMECOMING WEEKEND
Hellenberg Park

This letter is a follow-up to our meeting with City of Monroe staff in reference to needs that are going to be used at the above referenced event. In collaboration with the Arthur Lesow Community Center, the Orchard East Homecoming Committee plans to hold a 'Festival in the Park' on Saturday, August 31, 2013, from sunrise to sunset, (estimated crowd size - 200-300) and a 'Gospel Jubilee' on Sunday, September 1, 2013, from 3:00 p.m. – 5:00 p.m. (estimated crowd size – 200-300).

On Saturday, June 1, 2013, our committee met at Hellenberg Park to get a visual in order to complete the map and needs list requested by the City of Monroe for this venue. We were concerned at the condition of the park, it being a cornerstone for the Orchard East families and children. Yet we were inspired and uplifted at the future of Hellenberg Park with the beginning of this wonderful opportunity to come together as a community to give Orchard East families a park that represents safety, cleanliness, family outings and fishing.

Attached you will find our special event application, needs list, and event/site plan, which includes: site drawings, potential crowd sizes, logistical support needs, vehicle parking locations, restroom facilities locations, trash collection sites, and our own volunteer security team with stations. Should you need more information, please contact Renae Hoskins at (734) 799-3909.

Thank you in advance for your time and commitment in meeting the attached needs and also helping us in revitalizing the Orchard East area of Monroe, Michigan.

Most sincerely,

Orchard East Homecoming Committee
Denise Gray
Renae Hoskins
Willie (Syl) Johnson
Charles Mike Madison, Sr.
Delbra Rocker-Blackshear
Cynthia Snodgrass

/cs
Enclosure: Event Request List

cc: Robert Clark, Mayor
Patricia Weaver, Executive Secretary
Edward Sell, Director of Finance
Dan Swallow, Director of Economic & Community Development
Joseph Lehmann, Building Official
Thomas Moore, Director/Police Chief
Gregory Morgel, Lieutenant, City of Monroe Police
Manuel Hoskins, Fire Chief
Patrick Lewis, Director of Engineering & Public Srv.
William Walters, Superintendent, Department of Public Services
Loretta Lapointe, Recreation Supervisor

RECEIVED
JUN - 6 2013
MAYOR'S OFFICE

Orchard East Homecoming Committee

Event Request List

- Waive park fee
- Upgrade or replace electrical box (unless it is workable as is)
- Portable Stage
- Evaluate bathroom plumbing
    - Water pressure in toilets is low. Needs to be in working order to avoid overflow.
    - No sanitation or running water (i.e. soap, running water, hand sanitizer stations, toilet paper)
- (4) Aluminum bleachers by softball diamond (replace the 2 wood bleachers currently there)
- The whole park needs lawn service attention (trees need trimming, grass needs cut regularly)
- Horticulture
    - Plant fresh flowers
    - Plant bushes
    - Plant trees
    - Park benches
- Gravel on E. Front St. parking side
- Trash Cans and Liners along with a dumpster for trash
- (4) Port-a-johns with hand washing stations (for Saturday & Sunday)
- Clean and chalk the softball diamond
- Softball pitching machine and equipment (for Saturday only)
- Tee ball equipment (for Saturday only)
- Clean and paint the playground area
- Replace wood chips in playground area
- Recycle bins for plastic (for Saturday & Sunday)
- Spray for mosquito control
- Replace the middle picnic table (broken) under the shelter
- Clean the shelter area
- Replace barbeque grills
- (3) aluminum benches along lake for fishing
- New nets for the basketball hoops
- Volunteer off-duty police officers

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

Name of Applicant (Organization): Arthur Lesure Comm. Ctr

Contact Person: J Palm

Address: 120 Kastenmaier St.

Phone: 734.241.4313 **Fax:** 734.241.1997

Dates Requested: 8.31.13, 9.1.13

Location Requested: o City Park o Private Property o Public Property

PROJECT LOCATION (Address): Hellenberg Park field

PROPERTY OWNER INFORMATION

Name:

Address:

Phone: **Fax:**

EVENT DESCRIPTION:
Saturday sunrise-sunset 'festival in the park'; fishing, softball, basketball, golf, sack racing, barbeque, double dutch, hula hoop, volleyball, horseshoes, football, track, chess, checkers, crafts, character painting. Sunday - gospel jubilee.

TYPE OF BUSINESS ON SITE:

Application Fee	$ 150.00
$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
JUN - 6 2013
MAYOR'S OFFICE

OWNER: **DATE:**

APPLICANT: J Palm ALCC **DATE:** 6.6.13

April 9, 2013

Honorable Mayor Robert E. Clark
City of Monroe
120 East First Street
Monroe, Michigan 48161

Re: Community Activities for Hellenberg Park

Dear Honorable Mayor Clark:

For several years residents who grew up in the community of Orchard East has spoken of having a community homecoming. Far too often many of the people who were raised in Monroe Michigan have moved away and only return for funerals.

Finally, several people who were raised in Monroe, Michigan and reside in Monroe have come together to form a special committee for the purpose of celebrating our ancestry in the Orchard East. This letter is to ask your assistance in seeing that the Hellenberg Park will be found to be presentable for the weekend festivities. In the future, we have asked one of our committee chairs, Willie (Syl) Johnson to communicate with you in the event that you may need to speak further regarding this grand event. ***His number for your convenience is: 734-777-9489 and Mr. Johnson's email is: sylr7@att.net.***

In addition, you will soon receive information regarding the weekend festivities. Please mark your personal calendar for Friday, August 30th, 2013. The agenda is still in its planning stages; however, you have been named as one of the speakers.

Dates to remember: August 30, 31 and September 1, 2013.

Thanking you in advance for your support and your cooperation.

Most Sincerely,

Orchard East Homecoming Committee
db

RECEIVED
APR 11 2013
MAYOR'S OFFICE

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: Black & White Transpor ation Taxi Cab Service

DISCUSSION:

On May 10th 2013 Judith Potter President/Owner of Black & White Transportation of Toledo, applied with the City of Monroe Clerks office to operate a Taxi service within the City of Monroe. Subsequently the Monroe Police Dept conducted a thorough investigation which included a criminal history check, and a full explanation of City Ordinance 644-3 to Mrs. Potter. Based upon this it is recommended that the application be approved pending the passing of vehicle inspections and provided the necessary permits, fee's and licenses are obtained.

Black & White Transportation
4665 W. Bancroft
Toledo, OH 43615

CITY MANAGER RECOMMENDATION:

- [x] 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: Police Department

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Clerk / Treasurer/ City Council

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City	Account Number	Amount
		$ N/A
		$ N/A
		$ N/A
		$ N/A
		$ N/A
Other Funds		$ N/A
		$ N/A
		$ N/A
		$ N/A

Budget Approval: _____

FACT SHEET PREPARED BY: Thomas C. Moore III **DATE:** June 25, 2013

REVIEWED BY: Thomas C. Moore III **DATE:** June 25, 2013

COUNCIL MEETING DATE: July 1st, 2013

Black & White Transportation

Dispatch ph: 419.536.8294
fax: 419.536.5125
Admin ph: 419.536.3722
fax: 419.464.0330

4665 W. Bancroft St. • Toledo, OH 43615

May 10, 2013

Charles Evans
City Clerk/Treasurer
City of Monroe
120 E. 1st St.
Monroe, MI 48161

Re: Application for Taxicab Operating License

Mr. Evans,

Attached please find our application for operating a taxicab in the City of Monroe.

If there is any other information you may need to approve please contact me either by telephone: 419.536.3722, X101 or email at: jpotter@bwtransportation.com.

Thank you for the consideration of our application.

Regards,

Judith M. Potter
President/Owner
Black & White Transportation

Enclosure

MY 13 11 51 AM '13

APPLICATION FOR LICENSE TO OPERATE A TAXI CAB

Company: Black & White Transpotation of Monroe Date: 5.9.13

Name: Judith M. Potter Phone No. 419-536-3722 ex

Address: 4665 W. Bancroft Age: 56

Chrysler — Car Make
Town Country — Body Style
2010 — Year

42219223 — Engine No.
2A4RR5D11AR440646 — Serial No.
357YJT — Plate No.

Seating Capacity: 5 Weight of Cab: GVWR = 6,050 lbs

Have you any unpaid or unbonded judgements on record against you: NO

If so, give particulars

State your experience in the operation of taxicabs, buses or any other motor vehicle. OPERATING TAXI CABS 16 YEARS, PARATRANSIT 5 YEARS, EXECUTIVE CAR 6 YEARS.

Have you ever been convicted of a criminal offense? NO

If so, give the particulars

Location of business TOLEDO OHIO No. of cabs now licensed 96

Are you the owner of the cab for which this license is being applied for? yes

If no, give particulars

Is this cab paid for? yes If not, give particulars

Applicant's Signature

Signed and sworn to before me, a Notary Public, in and for Monroe County, Michigan this 9th day of May, 2013.

COLLEEN A. MANKOWSKI
NOTARY PUBLIC, STATE OF OHIO
WOOD COUNTY
My Commission Expires 2/2/2017

Notary Public
Commission Expires: 2/2/2017

Approved _____ Plate # _____ License # _____

644-3. Application for license

A.) OFFICERS AND SHAREHOLDERS

Judith M. Potter Member jpotter@bwtransportation.com
Scott M. Potter Member spotter@bwtransportation.com

Black & White Taxi & Cab Co., LLC
4665 W Bancroft St.
Toledo, OH 43615

Tel: 419-536-3722
Fax: 419-464-0330
Federal Tax ID: 31-1556488

B.) See attached

C.) There are not any unpaid or unbounded judgments of record against Black & White.

D.) We have been operation 96 cabs for 16 years, Paratransit 5 years and Executive Car Service for 6 years.

E.) No partners, officers or directors thereof, have been charged with or convicted of or pled guilty to any felony or misdemeanor.

F.) Black & White is computerized from point of call with mobile data computers in all of its vehicles with GPS. All calls to Black & White Transportation of Monroe, LLC will be dispatched from our call center in Toledo, OH. However, all employees will be residents of Monroe County.

G.) We run 96 taxicabs in the City of Toledo, OH.

H.) See A.

I.) Yes there is a mortgage on the vehicle by Advantage Funding.

FILED

NOV 2 - 2012

by Administrator
Bureau of Commercial Services

BCS/CO-790 (Rev 04/11)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF COMMERCIAL SERVICES

Date Received	(FOR BUREAU USE ONLY)
NOV 2 7 2012	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document

Tran Info: 1 18122 26-1 11/21/12
Check: 3584 Amt: $50.00
ID: SARAH A MCHUGH

Name		
Sarah A. McHugh		
Address		
20 North St. Clair Street		
City	State	ZIP Code
Toledo	Ohio	43604

EFFECTIVE DATE

Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.

ARTICLES OF ORGANIZATION
For use by Domestic Limited Liability Companies
(Please read information and instructions on reverse side)

D6508D

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

ARTICLE I

The name of the limited liability company is: Black & White Transportation of Monroe, LLC

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.
Taxi cab services.

ARTICLE III

The duration of the limited liability company if other than perpetual is: _____

ARTICLE IV

1. The name of the resident agent at the registered office is: Scott Potter

2. The street address of the location of the registered office is:

6950 Samaria Road	Ottawa Lake	, Michigan	49267
(Street Address)	(City)		(Zip Code)

3. The mailing address of the registered office if different than above:

6950 Samaria Road	Ottawa Lake	, Michigan	49267
(P O Box or Street Address)	(City)		(Zip Code)

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

Signed this 23 day of October 2012

By Scott Potter
(Signature(s) of Organizer(s))

Scott Potter
(Type or Print Name(s) of Organizer(s))

Client#: 8212 BLACWHI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/02/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Huntington Insurance, Inc.
440 Polaris Parkway, Suite 400
Westerville, OH 43082
800 284-6687

CONTACT NAME: Shanna Grizzle
PHONE (A/C, No, Ext): 800 284-6687 FAX (A/C, No): 877 205-2538
E-MAIL ADDRESS: shanna.grizzle@huntington.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Central Mutual	20230
INSURER B : Central Mutual Ins Co	20230
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Black & White Cab Co.
The Potter Group, Ltd DBA
44 Hillwyck
Toledo, OH 43615

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CLP7985320	10/07/2012	10/07/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / OCCUR			CXS8889235	10/07/2012	10/07/2013	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

** Supplemental Name **

First Supplemental Name applies to all policies - The Potter Group, Ltd dba Black & White Cab Co.
Policy# CLP7985320 - : BG Transit
Policy# CLP7985320 - : Express Transit
Policy# CLP7985320 - : Potter Management Group
(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Larry Nicolet

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DESCRIPTIONS (Continued from Page 1)

Policy# CLP7985320 - : Black & White Para Transit
Policy# CLP7985320 - : Black & White Designs LLC

Phone: 866-791-4107 ext 207 Fax: (866)569-1906

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/03/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Ohio Insurance Group LLC dba Burby Insurance Group
4255 North High Street
Columbus, OH 43214

CONTACT NAME: W. Richard Burby
PHONE (A/C, No, Ext): 614-263-6583 FAX (A/C, No): 614-263-1543
E-MAIL ADDRESS: rick@burbyinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Gateway Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

THE POTTER GROUP
DBA BLACK & WHITE PARATRANSIT
4665 WEST BANCROFT ROAD
TOLEDO, OH 43615

COVERAGES CERTIFICATE NUMBER: 00001010-0 REVISION NUMBER: 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY			CAP625631201	09/09/2012	09/09/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS (X)						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(WRB)

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Printed by WRB on April 03, 2013 at 10:36PM

Ohio Insurance Group LLC dba Burby Insurance Group
4255 North High Street
Columbus, OH 43214
Phone: 614-263-6583
Fax: 614-263-1543

May 02, 2013

THE POTTER GROUP
Attn: JUDY POTTER
4665 WEST BANCROFT ROAD
TOLEDO, OH 43615

RE: Company: **Gateway Insurance Company** Policy Number: **CAP625631201**

Dear Judy and Scott,

#	Year	Make	Model	VIN	Fleet ID
1	2000	FORD	ECONOLINE CARGO VAN, 4.2L	1FTNE242XYHB17127	502
2	2000	FORD	ECONOLINE CARGO VAN, 4.2L	1FTNE2423YHB17129	503
3	2001	FORD	ECONOLINE CARGO VAN, 4.2L	1FTNE24281HA59864	506
4	2007	CHRYSLER	TOWN & COUNTRY LWB, 4DR 3.3L	2A4GP44R97R341305	159
5	2006	CHEVROLET	IMPALA, 4DR SDN 3.5L	2G1WB58K469144374	510
6	2009	DODGE	GRAND CARAVAN, 4DR 3.3L	2D8HN44E69R513713	507
7	2010	CHRYSLER	TOWN & COUNTRY, 4DR 3.3L	2A4RR4DE0AR374040	504
8	2010	CHRYSLER	TOWN & COUNTRY, 4DR 3.8L	2A4RR5D11AR440646	508
9	2002	LINCOLN	LS, 4DR SDN 3.9L	1LNHM87AX2Y677609	
10	2012	DODGE	GRAND CARAVAN, 4DR 3.6L	2C4RDGDG3CR109364	

Sincerely,

W. Richard Burby
Ohio Insurance Group LLC dba Burby Insurance Group

Monroe Police

Memorandum

To: Chief of Police Thomas C. Moore III 6-5-13

From: Lt. Gregory N. Morgel GNM

CC: file

Date: June 3, 2013

Re: **Staff Study - New Cab Company Request**

THE POLICE DEPARTMENT
HAS NO OBJECTION TO
THIS REQUEST

I have received and reviewed the request from "Black & White Transportation" of Toledo, OH regarding their desire to operate a taxi cab company within the City of Monroe.

In the packet of information that "Black & White Transportation" returned to the City Clerk's office all of the information in the company's application was completed, including copies of the certificate of liability insurance for two transportation companies that "Black & White Transportation" currently operates.

During my review of "Black & White Transportation's" application, I noticed that they were a very large taxi cab company, operating 96 taxi cabs in the City of Toledo. From my view of their paperwork, it is my opinion that they will be a very professional company if they are permitted to operate a business in the City of Monroe.

On Tuesday, May 28th I spoke with Mrs. Judith Potter, the principal owner of "Black & White Transportation" about her proposed business, as well as some other questions and information that may have been overlooked in the application process.

The first issue I advised Mrs. Potter of was that per the "City of Monroe's Codified Ordinance Chapter 644-3 Paragraph F: Taxicabs," that it would be required that her business would have to establish a physical office within the City of Monroe. I advised her that she would not have to dispatch from this office, but only have an office from which she proposes to operate her taxi cab business. Mrs. Potter said that she was not aware of this section of the ordinance but that she would definitely comply with this requirement.

The second issue I discussed with Mrs. Potter was how many drivers she would have working in the City of Monroe. Mrs. Potter advised that initially the business would operate one cab that would be shared by two Monroe area drivers. She said that "Black & White Transportation" would offer a "24/7" response. I also advised her of the amount of the fees charged for each taxi cab inspected and for each driver that is licensed to operate in the City. Mrs. Potter replied that these fees were reasonable and acceptable.

The third and final issue I discussed with Mrs. Potter was the taxi cab rates for the City of Monroe which are set by the City Council. I advised Mrs. Potter that the rates in the City of Monroe are most likely much lower than the rates that "Black & White Transportation" charges in the City of Toledo. I quoted Mrs. Potter the current rates for the "initial pick up"

($2.50), the rate on the meter after the initial first mile ($4.75) and the rate per 2/10 mile after the initial pick up and first mile ($.45). I advised Mrs. Potter that all of the taxi cabs that "Black & White Transportation" would operate in the City of Monroe must be equipped with meters but they would not be required to have any two-way radios mounted in the cabs. I advised Mrs. Potter that dispatching could be done via cellular telephones from the company's base to the individual cab. I also advised Mrs. Potter that the meter in the cabs must always be running when the vehicle is "in service" and that flat fees for certain destinations was not permitted. Mrs. Potter replied that she would have the meters for the taxi cab that will be stationed in the City of Monroe adjusted to comply with the City's rates.

After having these issues answered, I advised Mrs. Potter that it would be my recommendation that "Black & White Transportation" be allowed to operate a Taxi Cab business in the City of Monroe, pending approval of this business by the Monroe City Council, as well as payment of any fees and Police Department inspection of her cab and issuance of taxi cab licenses for her drivers by the City Clerk's Office.

I advised Mrs. Potter that final approval would still be weeks away as there were still some necessary steps in the process before her request comes before the Monroe City Council. I advised Mrs. Potter that my report would be forwarded to the Chief of Police for his approval and he would in turn forward this report along with his approval to the City Clerk's Office where a date would be set to have this item placed on the Council's agenda. Mrs. Potter stated that she was aware that this was a slow moving process but added that she would like to be advised of the date that this item would be on the agenda because she would like to present at the meeting in order to answer any questions that the Mayor and/or City Council might have. Mrs. Potter provided me with her Office telephone number: 1-419-536-3722 ext. 101 and her Cell phone number: 1-419-467-1392.

I recommend approval of this application by "Black & White Transportation" of Toledo, OH to obtain a license to operate a Taxi Cab business in the City of Monroe provided the necessary permits, fees, inspections and licenses are obtained.

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

Applicant: Mrs Judith Potter (Black & White Transportation" of Toledo, OH)
Office Telephone: 1-419-536-3722 x 101
Cell Phone: 1-419-467-1392

§ 644-4. Investigation of application; approval by Council; grounds for denial.

The Clerk/Treasurer shall transmit each application for a license to the Chief of Police, who shall cause an investigation to be made of the character, fitness and qualifications of the person applying for such license, and the fitness of the proposed taxicab for use as such. The Chief of Police shall thereupon transmit such application, together with his or her recommendation thereon, to the City Council. If the City Council shall determine that the person applying for such license is a suitable person, and the taxicab proposed to be licensed is a suitable vehicle for such purpose, it may grant a license therefor, to be issued upon the filing of the policy of insurance hereinafter required. However, the City Council may refuse to grant a license to any applicant when, in the judgment of the City Council, there are licensed a sufficient number of taxicabs to adequately serve the needs of the public of the City, there are existing transportation facilities reasonably sufficient to serve the public demand or the use of the streets of the City by additional taxicabs would interfere with the public.

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: Resolution Revoking the Obsolete Properties Rehabilitation Act Property Tax Abatement for James Moody for the Property Located at 11 Washington Street.

DISCUSSION: In 2007James Moody was granted an Obsolete Property Rehabilitation Exemption Certificate for proposed improvements at 11 Washington Street (a.k.a. Leski Market). The exemption was granted for proposed renovations to the first floor of the building. The anticipated investment at that time was $100,000 and the exemption was granted for a period of 10 years, ending December 30, 2017.

None of the proposed investments were initiated by the owner, and the building remained vacant and was used only for storage over the last 6 years. Section 12 of the Obsolete Properties Rehabilitation Act (MCL 125.2792) allows the legislative body of the qualified local governmental unit, by resolution, to revoke the obsolete property rehabilitation exemption certificate of a facility if it finds that the completion of rehabilitation of the facility has not occurred within the time authorized by the legislative body in the exemption certificate or a duly authorized extension of that time, or that the holder of the obsolete property exemption certificate has not proceeded in good faith with the operation of the rehabilitated facility in a manner consistent with the purposes of this act and in the absence of circumstances that are beyond the control of the holder of the exemption certificate.

The property has now been sold to Monroe Bank and Trust (MB&T), which anticipates using the building for office space to house their mortgage lending division. MB&T has subsequently applied for an Obsolete Properties Rehabilitation Act (OPRA) Exemption for its proposed renovations and improvements. While the Act does allow for a transfer of an OPRA Exemption, the scale and value of the proposed improvements by MB&T far exceed the previously proposed improvements by the former owner. Additionally, the Economic and Community Development Division recommends that MB&T should be eligible for up to a 12-year abatement based on its planned improvements, and as noted above, the current exemption certificate expires in 2017. The Economic Development Review Committee recommended that the OPRA Exemption Certificate for James Moody be revoked at its April 19, 2013 meeting. Following City Council action on this recommendation, the MB&T application will be presented to City Council for review and consideration at the July 15 regular meeting.

IT IS RECOMMENDED that City Council revoke the Obsolete Property Rehabilitation Exemption Certificate, Certificate No. 3-07-0008, granted to James Moody in 2007 in the form of the attached resolution; based on the findings that the completion of rehabilitation of the facility has not occurred in a reasonable timeframe and the property has since been sold, thereby making James Moody ineligible for this property tax abatement.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: July 15, 2013

REASON FOR DEADLINE: Timely processing of requested tax abatement application

STAFF RECOMMENDATION: X For ☐ Against

REASON AGAINST: N.A.

INITIATED BY: Economic and Community Development Division

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$ 0
Cost of This Project Approval	$ 0
Related Annual Operating Cost	$ 0
Increased Revenue Expected/Year	$ 370.00

*

SOURCE OF FUNDS:

	Account Number	Amount
City		
Other Funds		

Budget Approval: _____

FACT SHEET PREPARED BY: Dan Swallow, Director of Economic and Community Development **DATE:** 06/25/13

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

COUNCIL MEETING DATE: July 1, 2013

CITY OF MONROE
RESOLUTION

Revoking the Obsolete Property Rehabilitation Exemption Certificate Issued to James Moody for Property Located at 11 Washington Street

WHEREAS, pursuant to the provisions of Public Act 146 of 2000, as amended, the State Tax Commission issued Obsolete Property Rehabilitation Exemption Certificate No. 3-07-0008 for the commercial property owned by James Moody and located at 11 Washington Street; and

WHEREAS, the original Obsolete Property Rehabilitation Exemption Certificate was issued on April 17, 2007 and was for a period of ten (10) years beginning on December 31, 2007 and ending December 30, 2017; and

WHEREAS, none of the proposed investments were initiated by the owner, no building permits were obtained for the proposed improvements, and the building remained vacant and was utilized only for storage over the last six (6) years; and

WHEREAS, the property located at 11 Washington Street has since been sold and is no longer owned by James Moody or a related entity; and

WHEREAS, Section 12 of the Obsolete Properties Rehabilitation Act (MCL 125.2792) allows the legislative body of the qualified local governmental unit, by resolution, to revoke the obsolete property rehabilitation exemption certificate of a facility if it finds that the completion of rehabilitation of the facility has not occurred within the time authorized by the legislative body in the exemption certificate or a duly authorized extension of that time, or that the holder of the obsolete property exemption certificate has not proceeded in good faith with the operation of the rehabilitated facility in a manner consistent with the purposes of this act and in the absence of circumstances that are beyond the control of the holder of the exemption certificate; and

WHEREAS, the Monroe City Council hereby finds that rehabilitation of the facility has not occurred in a reasonable timeframe, and that the facility has since been sold to a new owner thereby making James Moody ineligible for this property tax abatement.

NOW, THEREFORE, BE IT RESOLVED, the Monroe City Council hereby revokes Obsolete Property Rehabilitation Exemption Certificate No. 3-07-0008 issued to James Moody for the commercial property located at 11 Washington Street; and

BE IT FURTHER RESOLVED, the Monroe City Council hereby authorizes City Manager or his designee to complete and execute any further steps or documentation required by the State Tax Commission to finalize the Certificate revocation process.

Motion:
Seconded by:
Ayes: Nays: Absent:

I, Charles D. Evans, City Clerk-Treasurer of the City of Monroe, State of Michigan, do hereby certify that the foregoing resolution is an exact copy of a Resolution adopted by the City Council of said City, at a regular meeting thereof held on the 1st day of July, 2013.

_____
Charles D. Evans
City Clerk-Treasurer

.chigan Department of Treasury
4482 (2-07)

Obsolete Property Rehabilitation Exemption Certificate

Certificate No. **3-07-0008**

Pursuant to the provisions of Public Act 146 of 2000, as amended, the State Tax Commission hereby issues an Obsolete Property Rehabilitation Exemption Certificate for the commercial property, owned by **James Moody**, and located at **11 Washington Street**, **City of Monroe**, County of Monroe, Michigan.

This certificate provides the authority for the assessor to exempt the commercial property for which this Obsolete Property Rehabilitation Exemption Certificate is in effect, but not the land on which the rehabilitated facility is located or the personal property, from ad valorem taxation. This certificate further provides the authority to levy a specific tax known as the Obsolete Properties tax.

This certificate, unless revoked as provided by Public Act 146 of 2000, as amended, shall remain in force for a period of **10** year(s);

Beginning December 31, 2007, and ending December 30, 2017.

The real property investment amount for this obsolete facility is **$100,000**.

The frozen taxable value of the real property related to this certificate is **$6,550**.

The State Treasurer **has excluded** from the specific tax **one-half of the mills levied for local school operating purposes and one-half of the state education tax** to be levied for this certificate for a period of six years, beginning **December 31, 2007** and ending **December 30, 2013**.

This Obsolete Property Rehabilitation Exemption Certificate is issued on **April 17, 2007**. This certificate was revised on November 5, 2007 and supersedes all certificates previously issued.

STATE OF MICHIGAN
STATE TAX COMMISSION

Kelli Sobel, Executive Secretary
State Tax Commission

RECEIVED
NOV 13 2007
CITY OF MONROE
ASSESSORS OFFICE

A TRUE COPY
ATTEST:
Nancy L. Armstrong
Nancy L. Armstrong
Michigan Department of Treasury

CITY OF MONROE
ECONOMIC DEVELOPMENT REVIEW COMMITTEE
MEETING MINUTES
FRIDAY, APRIL 19, 2013
FIRST FLOOR CONFERENCE ROOM
MONROE CITY HALL

The meeting was called to order by George Brown, Chairperson at 9:05 AM

1. Roll Call

Present: Robert E. Clark, Mayor; George Brown, City Manager; Sam Guich; City Assessor, Tom Ready, City Attorney; Dan Swallow, Director of Economic and Community Development Beneteau (Departed 10:00 AM)

Others: Pat Weaver (City of Monroe), Tim Lake (MCBDC), Jim Jacobs, Gibeum (Tony) Kim (Hanwha L&C Alabama)

2. Consent Agenda

A. Approval of the Agenda

A motion was made by Councilman Beneteau, seconded by Mayor Clark, "to approve the consent agenda." The motion passed unanimously.

B. Approval of the Minutes from October 8, 2012

A motion was made by Mr. Ready, seconded by Mr. Guich, "to approve the minutes from the October 8, 2012 meeting as presented." The motion passed unanimously.

3. Unfinished Business

There was no unfinished business to discuss.

4. New Business

Mr. Swallow asked Chairman Brown to reverse the discussion order for items A & B, as Mr. Kim was at the airport and running late.

A. Consider Recommendation of a Personal Property Tax Exemption (PPE) under Public Act 328 of 1998, for Hanwha L& C Alabama, LLC, for parcel 49-0148-003, commonly known as 1530 East Front Street.

Mr. Swallow introduced Mr. Kim to the board. Mr. Kim introduced himself and said his company is eager to establish his business in Michigan.

Director Swallow gave a brief overview of the proposed application. He said Hanwha has purchased the vacant building located at 1530 E. Front Street that was the former home of Prebesto Homes. He said Hanwha is a global manufacturer of glass matt reinforced thermoplastics and expanded polypropylene foam components for the automotive industry. Mr. Swallow said the Front Street facility will be used to expand Hanwha's ability to service their automotive customers in the northern region. He said Hanwha currently maintains a technical center in Fenton, Michigan, their primary manufacturing facility is located in Opelika, Alabama, and they also operate a second manufacturing facility in North Carolina. Hanwha proposed to develop the site on Front Street into a high-tech plastics manufacturing facility. The proposed investment in Monroe will be up to $12 million, with an original investment of just under $7.74 million. The original investment will consist of approximately $900,000 of building (real property) improvements and $6.84 million in equipment (personal property). Hanwha projects to hire up to 70 people in the first three years of operation at various levels of which a majority will be semi-skilled laborers, with hourly rates around $15/hr plus benefits. Mr. Swallow noted that these wage rates exceed the benchmarks set by the city in our living wage ordinance. He said that Hanwha was ranked the 8th largest Korean conglomerate in 2011 and collectively generates over $25 billion in annual revenues.

There was a brief discussion regarding the two types of possible tax breaks that could be given as exemptions, PA 328 or Act 198. Dan said they have contacted the State for an interpretation of PA 328 for this matter.

Mayor Clark asked City Assessor Guich for clarification of the Acts and the differences between them. Mr. Guich explained the differences between the two acts and how they relate to personal and real property for tax breaks. He stated the 211.9f only affords an exemption for personal property and that if we want to abate the real property, the only mechanism to do that is through Act 198. He also said there really isn't a whole lot of difference between the tax breaks and Dan's communication confirms this. He suggested that the board approve the 12 year IFT for both real and personal property.

After a brief discussion by the Committee, Chairman Brown asked the Committee if they wanted to make a recommendation on this issue pending the outcome from the State and send a conditional recommendation to the council. Mr. Swallow said he would prefer to have a signed application to act on before making a recommendation on the request.

The Committee agreed to take no action on this item today so staff can review the laws.

B. Obsolete Properties Rehabilitation Act (OPRA) property tax abatement under Public Act 146 of 2000 for 11 Washington Street (Leski Market)

a. Consider Revocation of the OPRA property tax exemption for James Moody; for parcel 39-0017-000, commonly known as 11 Washington Street; due to lack of progress and sale of the property to Monroe Bank & Trust.

Director Swallow gave a brief overview of the proposed application. He said Monroe Bank & Trust has applied for an OPRA property tax exemption under Public Act 146 of 2000 for 11 Washington Street. Mr. Swallow said the application is for major renovations to the building to address significant obsolescence due to outdated mechanical, plumbing and electrical systems, and general deterioration of the structure. Monroe Bank & Trust would like to renovate the building and use the first floor for offices. He said the second and third floors will be framed and dry walled for potential future offices, but will remain unfinished at this time. The total estimated investment for the work is $800,000. Mr. Swallow said the new office space will result in the movement and retention of 10-15 permanent jobs to the downtown area and the rehabilitation project is anticipated to create 10-15 new jobs too. Also to complete the construction activities, 30-40 temporary jobs will be added. Mr. Swallow said the property previously had an OPRA under Mr. Moody issued in 06-07 but since there was a significant amount of change with the new project, and the fact the old OPRA would soon expire, he felt a new look was warranted. Mr. Swallow said that City Assessor Guich has inspected the building and has confirmed that the application does meet the obsolescent criteria in the statute.

After a brief discussion, a motion was made by Mr. Ready, supported by Councilman Beneteau, "to revoke the current OPRA for 11 Washington Street." Mr. Swallow asked that the motion be amended to include the reason for the revocation. The motion was amended, "to revoke the current OPRA for 11 Washington Street because the project was never undertaken by Mr. Moody." The motion passed unanimously.

b. **Consider Recommendation of an OPRA property tax exemption for Monroe Bank & Trust; for parcel 39-0017-000, commonly known as 11 Washington Street.**

A motion was made by Mr. Guich, supported by Mayor Clark, "to recommend that the City Council grant a 12-year OPRA abatement to

Monroe Bank & Trust for the property located at 11 Washington Street." The motion passed unanimously.

C. Consider Transfer of an Obsolete Properties Rehabilitation Act (OPRA) property tax abatement under Public Act 146 of 2000 from Webber Properties, LLC TO WC Slicker Enterprises, LLC; for parcel 29-00171-000, commonly known as 54 S. Monroe Street.

Mr. Swallow gave a brief overview on the history of the property and the proposed application. He stated the property in question was purchased by WCSlicker Enterprises and they have applied for a transfer of the existing OPRA. He said the application details significant rehabilitation and renovation of the mixed use building to create retail or food service space on the first floor, offices on the second floor and an apartment on the third floor. Mr. Swallow said the proposed investment in the building is a minimum of $200,000 and the new retail or food service space will create between 3 and 10 jobs. He further stated the investment and work plan submitted with the application is very similar to the proposal from Webber properties. Mr. Swallow said Section 13 of the Obsolete Property Rehabilitation Act allows for the transfer to a new owner, after a resolution from the local government. He said based on the commitment of WCSlicker Enterprises to implement a similar level of investment in the property, and the potential creation of up to 10 jobs, I'm recommending that the Committee transfer the OPRA exemption for 54 S. Monroe Street from Webber Properties to WCSlicker.

There being no comments from the Committee, a motion was made by Mr. Guich, supported by Mayor Clark: "to recommend that the City Council approve the transfer of the OPRA exemption for 54 S. Monroe Street from Webber Properties, LLC to WCSlicker Enterprises, LLC; with an expiration date of December 30, 2019." The motion passed unanimously.

D. Consider Revocation of an Obsolete Properties Rehabilitation Act (OPRA) property tax abatement under Public Act 146 of 2000 due to lack of progress, for M Diner, LLC; for parcel 19-00162-000, commonly known as 546 S. Telegraph Road.

Mr. Swallow gave a brief background on the history of the property. He said there has been no activity on the property since 2009 and we have attempted to reach Mr. Saad via telephone and email with no response back from him. Dan said he would like to revoke the OPRA certificate since no work has been done and we could consider a new OPRA, if needed.

Mr. Guich said a letter was sent from the Assessor's Office to Mr. Swallow which stated there has been some work done on the northern portion of the building and its currently not occupied at this time. He said it's his recommendation to not revoke this application and leave it alone, as a potential incentive for a prospected purchaser.

After a brief discussion by the Committee, Chairman Brown asked if anyone wanted to make a motion. The Committee decided to not take any action on this matter.

5. Communications

6. Adjournment

There being no other business, a motion was made by Mr. Guich, supported by Mayor Clark, "to adjourn the meeting." The motion passed unanimously.

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: PROPOSED STORM SEWER SPECIAL ASSESSMENT DISTRICT NUMBER 233 – ALLEY BETWEEN RIVERVIEW AND ARBOR, SOUTH OF NOBLE – RESOLUTION NUMBER 4

DISCUSSION: For several years, the Engineering Department has been fielding concerns related to the alley between Riverview Avenue and Arbor Avenue, for a distance of about 250 feet south of East Noble Avenue. This residential area was platted in 1906 and, like many older areas of the City, was developed without adequate storm sewer conveyances to serve every lot on the street, though the roadways themselves do have adequate surface drainage. This alley serves nearly the entire block from Noble Avenue to Elm Avenue, terminating at an east-west alley a few hundred feet north of Elm Avenue. While it does serve effectively as a secondary vehicular access to some of the homes, particularly at the extreme ends of the block, it has clearly been built up in elevation over time, in order to keep it passable during the wet seasons. Though it is difficult to determine the exact degree to which this raising of the alley has directly impacted the overall drainage patterns of the entire residential lots, the lack of any positive drainage outlet for many of the properties in the area results in a situation where any water that does become trapped in rear lots cannot be effectively channeled away from the properties, in some cases resulting in damage to the homes themselves. Due to the need to significantly lower the grade of the alley to allow for surface drainage from the adjacent lots, a storm sewer is necessary, and to prevent the accumulation of mud and debris in the catch basins and to prevent portions of it from being impassible, the alley should be paved as well.

The City Charter provides for both the installation of public storm sewers and the paving of alleys 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 (including the installation of storm leads to each lot in the district for connection to sump pumps, rear yard basins, etc. at the future option of the home-owner), the storm sewer components have been divided evenly between each of the properties in the district with frontage on the storm sewer, while the alley paving component has been divided on a frontage basis, as is typical for paving projects. For the 2012-13 Fiscal Year, the City Council provided what are essentially incentive funds to promote improvements to alleys, so we are proposing this full 50% discount on the entire paving portion of the work as was contemplated previously. At the March 4 City Council meeting, this project was declared a public necessity by a 4-2 vote. However, the project has been delayed since that time due to the discovery of an old private sanitary sewer shared line in the alley that may be partially in conflict with the proposed storm sewer work. After extensive testing, it has been determined that only the northernmost portion is in use, and the remainder can be abandoned, and we can now safely proceed with the final confirmation of this project.

The next step in this process is Resolution 4, which schedules the final public hearing on the assessment roll for the July 15, 2013 City Council meeting, and we will recommend confirmation of the Special Assessment at that meeting as well. Since the City already has a qualified paving contractor (G.V. Cement) still working on the 2012-13 Concrete Paving Program that can also perform shallow storm sewer work, we will recommend that this project be added as a change order to that contract since the quoted unit prices for unique items are reasonable and they are holding their earlier pricing for same items. They will be ready to begin very shortly if awarded the work, likely by late July or early August. A copy of the expected costs for the project based on contractor pricing and the breakdown of assessments between properties have been attached for your reference. While the assessable costs have increased by a small amount from the estimated costs listed with Resolution 3 (no more than 7% for any property), the largest assessment to any property is $3,951.29. This district, if confirmed, would be known as Sewer Special Assessment District 233.

IT IS RECOMMENDED that the attached Resolution 4 be adopted, and that the public hearing on the assessment roll be scheduled for Monday, July 15, 2013 at 7:30 P.M. in the City Council Chambers.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE:

STAFF RECOMMENDATION: X For ☐ Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$58,702.67*
Cost of This Project Approval	$N/A
Related Annual Operating Cost	$N/A
Increased Revenue Expected/Year	$N/A

*Total costs for project, including base construction costs, contingencies, and engineering costs.

SOURCE OF FUNDS:

	Account Number	Amount
City *		
Other Funds *		

*Funds will be allocated upon district confirmation.

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 06/25/13

REVIEWED BY: **DATE:**

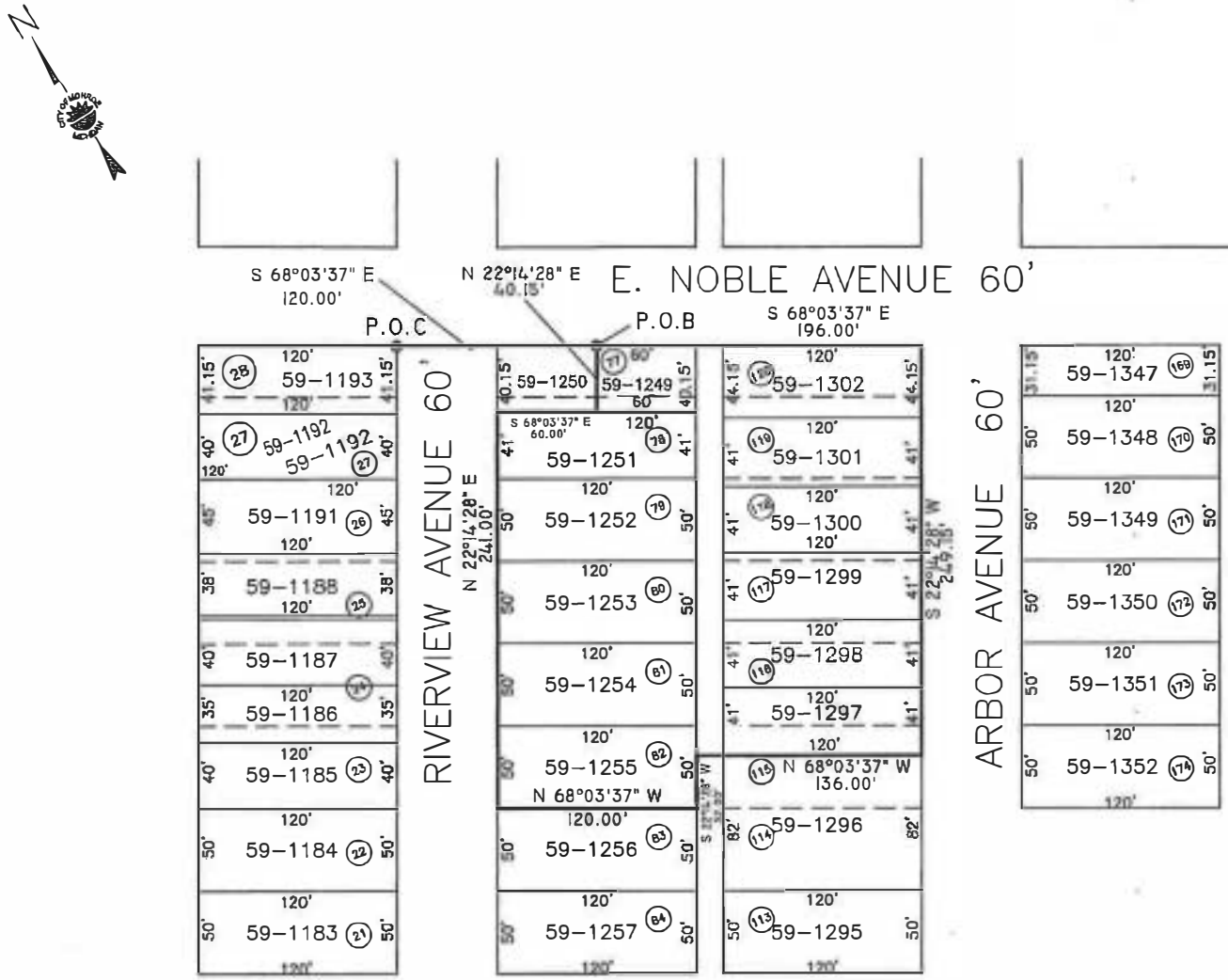
COUNCIL MEETING DATE: July 1, 2013

RESOLUTION NO. 4

WHEREAS, the City Assessor has reported and filed a special assessment for the installation of a storm sewer of adequate size and associated alley paving to service some of the properties adjacent to the alley lying between Riverview Avenue and Arbor Avenue, known and designated as Sewer Special Assessment District 233; therefore be it;

RESOLVED, that the special assessment costs be spread over a period of ten (10) years with equal principal payments and interest charged at a rate of 3.40% on the unpaid balance, and be it further;

RESOLVED, that on July 15, 2013, at the Council Chambers in the City of Monroe, Michigan at 7:30 P.M., the Council will meet to review the special assessments so made; and that the City Clerk-Treasurer is directed to give notice of such review as required by the Charter.



PROPOSED SEWER S.A.D NO. 233
Commencing at the westerly right-of-way line of Riverview Ave. (60' R/W) and the southerly right-of-way line of East Noble Ave. (60' R/W);
thence S 68°03'37" E 120.00 feet to the point of beginning;
thence S 68°03'37" E 196.00 feet;
thence S 22°14'28" W 249.15 feet;
thence N 68°03'37" W 136.00 feet;
thence S 22°14'28" W 32.00 feet;
thence N 68°03'37" W 120.00 feet;
thence N 22°14'28" E 241.00 feet;
thence S 68°03'37" E 60.00 feet;
thence N 22°14'28" E 40.15 feet to the point of beginning.

REVISIONS		
NO.	DRAWN BY:	DATE:

DWG. OF RECORD

DATE: _____

CITY OF MONROE, MICHIGAN
ENGINEERING DEPARTMENT

STORM SEWER INSTALLATION
ALLEY BETWEEN RIVERVIEW AND ARBOR
SEWER S.A.D. NO. 233

SCALE: 1"=100' FILE NO. A-XXX

DATE: FEBRUARY, 2013 SHEET NO. 1 OF 1

APPROVED: _____
CITY ENGINEER

PROPOSED SEWER SPECIAL ASSESSMENT DISTRICT 233 - PROJECT COST BREAKDOWN

SEWER SPECIAL ASSESSMENT DISTRICT 233 - ALLEY PAVING COMPONENT				ENGINEER'S ESTIMATE	
ITEM NO.	DESCRIPTION	NO. OF UNITS	UNITS	UNIT PRICE	COST
1	R&D CONCRETE PAVEMENT & APPROACH	29.0	SYD	$ 7.50	$ 217.50
3	R&D SIDEWALK	71.0	SFT	$ 1.10	$ 78.10
11	SUBGRADE MANIPULATION	362.7	SYD	$ 4.50	$ 1,632.15
12	F&I 8" CONCRETE PAVEMENT AND APPROACH	358.7	SYD	$ 30.50	$ 10,940.35
13	F&I 8" CONCRETE SIDEWALK	71.0	SFT	$ 3.80	$ 269.80
16	F&I MDOT 21A STONE	15.0	TON	$ 18.00	$ 270.00
17	TRAFFIC CONTROL	1.0	LS	$ 500.00	$ 500.00
18	SITE RESTORATION	1.0	LS	$ 1,000.00	$ 1,000.00
			CONSTRUCTION COST		**$ 14,907.90**
			CONTINGENCIES (15%)		$ 2,236.19
			ENGINEERING (15%)		$ 2,236.19
			PROJECT TOTAL COST		**$ 19,380.27**
			CITY SHARE (1/2)		$ 9,690.14
			P.O. SHARE		$ 9,690.14
			FRONTAGE (LFT)		498.3
			COST PER FOOT		$ 19.45

SEWER SPECIAL ASSESSMENT DISTRICT 233 - STORM SEWER COMPONENT				ENGINEER'S ESTIMATE	
ITEM NO.		NO. OF UNITS	UNITS	UNIT PRICE	COST
2	R&D SPOT CURB & GUTTER	26.0	LFT	$ 5.00	$ 130.00
4	ADJUST, CLEAN, & PLASTER STRUCTURE	1.0	EA	$ 180.00	$ 180.00
5	TAP EXISTING STRUCTURE	1.0	EA	$ 350.00	$ 350.00
6	F&I #7076 EAST JORDAN IRON WORKS 7076 CASTING	3.0	EA	$ 480.00	$ 1,440.00
7	F&I #7065 EAST JORDAN IRON WORKS 7065 CASTING	1.0	EA	$ 480.00	$ 480.00
8	F&I 8" PVC SDR 35 STORM SEWER	270.0	LFT	$ 60.00	$ 16,200.00
9	F&I 6" PVC SDR 35 STORM SEWER LEAD	75.0	LFT	$ 40.00	$ 3,000.00
10	F&I 8"X6" PVC WYE	11.0	EA	$ 250.00	$ 2,750.00
14	F&I SPOT CURB & GUTTER	26.0	LFT	$ 18.00	$ 468.00
15	F&I 36A BITUMINOUS HAND PATCHING	5.0	TON	$ 170.00	$ 850.00
16	F&I 2' DIA. C.B. STRUCTURE	4.0	EA	$ 1,100.00	$ 4,400.00
			CONSTRUCTION COST		**$ 30,248.00**
			CONTINGENCIES (15%)		$ 4,537.20
			ENGINEERING (15%)		$ 4,537.20
			PROJECT TOTAL COST		**$ 39,322.40**
			CITY SHARE (1/6)		$ 6,553.73
			P.O. SHARE		$ 32,768.67
			NUMBER OF LOTS		11
			COST PER LOT		$ 2,978.97

PROPOSED SEWER SPECIAL ASSESSMENT DISTRICT 233 - BREAKDOWN OF ASSESSMENTS

STORM SEWER ASSESSMENT COMPONENT

PARCEL ID	PROPERTY ADDRESS	OWNER NAME	OWNER ADDRESS	OWNER CITY	LOTS	ASSESSMENT
59-01302	327 ARBOR AVE.	JEFF MCBEE	2767 N. TELEGRAPH RD	MONROE MI 48162	1	$2,978.97
59-01301	321 ARBOR AVE.	PATRICK WICKENHEISER	11520 EXETER RD	CARLETON MI 48117	1	$2,978.97
59-01300	319 ARBOR AVE.	DAVID A. BESEDICH	319 ARBOR AVE.	MONROE MI 48162	1	$2,978.97
59-01299	317 ARBOR AVE.	BETTY L. BESEDICH	317 ARBOR AVE.	MONROE MI 48162	1	$2,978.97
59-01298	315 ARBOR AVE.	THOMAS N. VERES	315 ARBOR AVE.	MONROE MI 48162	1	$2,978.97
59-01297	311 ARBOR AVE.	BERNARD MAURER	311 ARBOR AVE.	MONROE MI 48162	1	$2,978.97
59-01249	510 E. NOBLE AVE.	BREDSCHNEIDER FAMILY TRUST	402 E. FRONT ST.	MONROE MI 48162	1	$2,978.97
59-01251	326 RIVERVIEW AVE.	CARRIE RAWSON	326 RIVERVIEW AVE.	MONROE MI 48162	1	$2,978.97
59-01252	320 RIVERVIEW AVE.	BRIAN DAVID BURNS	1956 N. RAISINVILLE RD.	MONROE MI 48162	1	$2,978.97
59-01253	316 RIVERVIEW AVE.	GARY G. BARTZ	316 RIVERVIEW AVE.	MONROE MI 48162	1	$2,978.97
59-01254	310 RIVERVIEW AVE.	JEREMY MOMMERENCY	7178 VENICE	PORTAGE MI 49024	1	$2,978.97
59-01255	306 RIVERVIEW AVE.	DWIGHT BROWN	306 RIVERVIEW AVE.	MONROE MI 48162	0	$0.00
TOTAL					11	$32,768.67

*Note: Parcel 59-01255 is not included at this time, as storm sewer is not planned for extension across frontage of that property, and lot will not be provided with an underground tap
**Note: Total may not match sum of assessments due to rounding.

ALLEY PAVING ASSESSMENT COMPONENT

PARCEL ID	PROPERTY ADDRESS	OWNER NAME	OWNER ADDRESS	OWNER CITY	FRONTAGE	ASSESSMENT
59-01302	327 ARBOR AVE.	JEFF MCBEE	2767 N. TELEGRAPH RD	MONROE MI 48162	44.15	$858.56
59-01301	321 ARBOR AVE.	PATRICK WICKENHEISER	11520 EXETER RD	CARLETON MI 48117	41	$797.30
59-01300	319 ARBOR AVE.	DAVID A. BESEDICH	319 ARBOR AVE.	MONROE MI 48162	41	$797.30
59-01299	317 ARBOR AVE.	BETTY L. BESEDICH	317 ARBOR AVE.	MONROE MI 48162	41	$797.30
59-01298	315 ARBOR AVE.	THOMAS N. VERES	315 ARBOR AVE.	MONROE MI 48162	41	$797.30
59-01297	311 ARBOR AVE.	BERNARD MAURER	311 ARBOR AVE.	MONROE MI 48162	41	$797.30
59-01249	510 E. NOBLE AVE.	BREDSCHNEIDER FAMILY TRUST	402 E. FRONT ST.	MONROE MI 48162	40.15	$780.77
59-01251	326 RIVERVIEW AVE.	CARRIE RAWSON	326 RIVERVIEW AVE.	MONROE MI 48162	41	$797.30
59-01252	320 RIVERVIEW AVE.	BRIAN DAVID BURNS	1956 N. RAISINVILLE RD.	MONROE MI 48162	50	$972.32
59-01253	316 RIVERVIEW AVE.	GARY G. BARTZ	316 RIVERVIEW AVE.	MONROE MI 48162	50	$972.32
59-01254	310 RIVERVIEW AVE.	JEREMY MOMMERENCY	7178 VENICE	PORTAGE MI 49024	50	$972.32
59-01255	306 RIVERVIEW AVE.	DWIGHT BROWN	306 RIVERVIEW AVE.	MONROE MI 48162	18	$350.03
TOTAL					498.3	$9,690.14

COST PER FOOT $ 19.45

*Note: Parcel 59-01255 is receiving only a partial assessment for paving, as paving only crosses a portion of the property frontage.
**Note: Total may not match sum of assessments due to rounding.

TOTAL ASSESSMENT - BOTH COMPONENTS

PARCEL ID	PROPERTY ADDRESS	OWNER NAME	OWNER ADDRESS	OWNER CITY	ASSESSMENT
59-01302	327 ARBOR AVE.	JEFF MCBEE	2767 N. TELEGRAPH RD	MONROE MI 48162	$3,837.53
59-01301	321 ARBOR AVE.	PATRICK WICKENHEISER	11520 EXETER RD	CARLETON MI 48117	$3,776.27
59-01300	319 ARBOR AVE.	DAVID A. BESEDICH	319 ARBOR AVE.	MONROE MI 48162	$3,776.27
59-01299	317 ARBOR AVE.	BETTY L. BESEDICH	317 ARBOR AVE.	MONROE MI 48162	$3,776.27
59-01298	315 ARBOR AVE.	THOMAS N. VERES	315 ARBOR AVE.	MONROE MI 48162	$3,776.27
59-01297	311 ARBOR AVE.	BERNARD MAURER	311 ARBOR AVE.	MONROE MI 48162	$3,776.27
59-01249	510 E. NOBLE AVE.	BREDSCHNEIDER FAMILY TRUST	402 E. FRONT ST.	MONROE MI 48162	$3,759.74
59-01251	326 RIVERVIEW AVE.	CARRIE RAWSON	326 RIVERVIEW AVE.	MONROE MI 48162	$3,776.27
59-01252	320 RIVERVIEW AVE.	BRIAN DAVID BURNS	1956 N. RAISINVILLE RD.	MONROE MI 48162	$3,951.29
59-01253	316 RIVERVIEW AVE.	GARY G. BARTZ	316 RIVERVIEW AVE.	MONROE MI 48162	$3,951.29
59-01254	310 RIVERVIEW AVE.	JEREMY MOMMERENCY	7178 VENICE	PORTAGE MI 49024	$3,951.29
59-01255	306 RIVERVIEW AVE.	DWIGHT BROWN	306 RIVERVIEW AVE.	MONROE MI 48162	$350.03
TOTAL					$42,458.80

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: LAWN MAINTENANCE CONTRACT – CHANGE OF CONTRACTOR FOR MUNSON PARK AND CUSTER AIRPORT (GROUP A OF CONTRACT)

DISCUSSION: On April 6, 2009, the City Council awarded two separate contracts for lawn maintenance of various City-owned properties, for a five-year term ending in November 2013. Group A consisted of only Munson Park and Custer Airport, considered unique due to their large size and relatively open nature, while Group B included all remaining, generally smaller sites, requiring a higher degree of detail work per acre. Group A was awarded to Grass Gators, Inc. of Petersburg, whereas Group B was awarded to Noel Lawn Service of Monroe. Pricing at the time of award was considered very good, and for the most part our experience with contracting this work (rather than self-performing all work as was done prior to 2008) has been a positive experience that has resulted in significant cost savings to the City. These contracts, in general, include all grass cutting and string trimming throughout the entire properties in question and all obstacles, and are adjusted each year based on the consumer price index (CPI). For the 2013 season, the baseline cost to perform this work across both contracts (not including separate awards in 2013 for the maintenance of some riverbank locations and the new downtown parking lot) is expected to be $110,273.49. Unfortunately, for most of Spring 2013 we have been experiencing significant performance issues with the contractor on Group A. Supplemental documentation, including a notice of contract termination issued on June 24, 2013 has been attached for your review. While the contractor did make attempts to rectify the deficiencies indicated in the May 6, 2013 letter that were acceptable for a short time, inspections by City staff during the past week again revealed numerous deficiencies, particularly a complete lack of any required trimming of ditch lines and around trees in the front por ions of Munson Park and Custer Airport, and what appeared to be a failure to mow some sections of both properties for multiple weeks. Given the performance issues and the fact that the staff has had to spend an inordinate amount of time effectuating compliance with our specifications (attached), the Administration felt it appropriate to terminate the contract with Grass Gators, Inc. immediately to avoid any further delays in addressing the condition of both facilities.

Since the City staff has performed this work in the past, a rough cost analysis was performed to determine if it was cost-effective to consider City staff completing the term of this contract work. While the exact staffing level needed to regularly maintain both properties is variable based on time of year, it is our belief that somewhat more than one and as high as two full-time staff positions would have to be assigned solely to this purpose. Further, since we have been largely out of the mowing function since 2008, we would have to purchase some equipment of the proper size again to perform efficiently. Assuming a billable hourly rate of $32.63 for a new full-time employee (versus $42.85 at top pay for existing), labor alone for 28 weeks at 40 hours per week for 1.5 positions would be roughly $54,800, and equipment rental (variable from $4.16/hr. for string trimmers to $48.25/hr. for the largest mowers pulled behind tractors with most types around $12.00/hr.) would run at least $20,000 per season. This rough estimate of labor and equipment costs totals close to $75,000 a year, significantly higher than the $42,334.73 in expected compensation per the 2013 contract (which is typically split into 8 monthly installments for billing purposes). As a result of this analysis, we turned to the vendor on Group B, Noel Lawn Service, to inquire as to their interest in taking over the remainder of the contract. Fortunately, they were interested in beginning immediately, and are willing to perform work going forward for July through November at the same monthly rate of $5,291.84 per month as the original bidder. To compensate for the need to more intensely address latent deficiencies from the previous contractor, they have asked to be additionally compensated with the $5,291.84 payment for June that would have been given to the original bidder. After review of our contract language dealing with performance issues that gives us the right to back-charge for work as needed, the City Attorney is comfortable with this approach, and since the City will not be expending any more funds than were originally intended, this seems appropriate. Noel was authorized to commence work on June 25, since less than $5,000 would be expended between then and this Council meeting.

IT IS RECOMMENDED that the City Council award the remainder of the 2013 season work for Group A to Noel Lawn Service in the amount of $31,751.05 and that the Director of Engineering and Public Services be authorized to execute the necessary change order on behalf of the City.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: July 1, 2013

REASON FOR DEADLINE: Previous vendor has already been terminated and maintenance needs to occur continuously.

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, users of Munson Park and Custer Airport

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$31,751.05*
Cost of This Project Approval	$31,751.05*
Related Annual Operating Cost	$ N/A
Increased Revenue Expected/Year	$ N/A

SOURCE OF FUNDS: City

Account Number	Amount

*While amount listed above represents the costs that will be paid to the awarded replacement vendor (Noel Lawn Service), no additional funding needs to be allocated by this award, as they will be assuming the remainder of the contract term for the pricing that was agreed to by the original vendor (Grass Gators, Inc.), and the expected June payment will be redirected to Noel Lawn Service as compensation for addressing the latent deficiencies in the properties at present.

Other Funds

Budget Approval:

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering & Public Services **DATE:** 06/25/13

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: July 1, 2013

CITY OF MONROE

Department of Engineering and Public Services

June 24, 2013

Mr. Dan Schulte
Grass Gators, Inc.
18087 Todd Road
Petersburg, MI 49270

RE: 2009-2013 City of Monroe Lawn Maintenance Contract – Group A
Termination / Forfeiture of Contract

Dear Mr. Schulte:

As per the terms of Sections D-36 (Forfeiture of Contract) and Section K-17 (Performance Review) of the contract and the terms of my letter dated May 6, 2013 (attached), please be advised that the City will be immediately terminating this contract. ***You are hereby ordered to cease any and all work associated with this project.***

I have attached photographs that highlight the condition of various areas of both Custer Airport as of Thursday, June 21 (photos taken by Jerry Delaney and provided to you via email) and photos taken by me this morning at Munson Park, indicating that barely any trimming appears to have been done around trees, in ditch lines, and around various obstacles. Entire sections of the soccer fields do not appear to have been mowed for weeks, and areas around the sledding hill and exercise trail have significant weed growth. Since **weekly** maintenance of **all** park and airfield areas is required by the contract, and lack thereof is a recurring problem that you have been made well aware of and have had opportunity to cure, we will now be exercising our termination rights under the contract.

In order that we may secure a replacement contractor, who will be asked to deal with these latent deficiencies from this month and before, the City will not be making any further payments to your company under this contract, including the full value of your June invoice. We also reserve any other rights that we may have under the terms of the contract. If you have any further questions from this point forward, please correspond in writing with my office.

Sincerely,

Patrick M. Lewis, P.E.
Director of Engineering and Public Services

Cc: George Brown, City Manager
Tom Ready, City Attorney
Mayor and City Council members
Bill Walters, Superintendent of Public Services
Jerry Delaney, Airport Manager
Public Services Department staff

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severe weather.

35. INJUNCTIONS:
Should the City of Monroe be prohibited or enjoined from proceeding with the work, or from authorizing the prosecution, either before or after its commencement, by the reason of any litigation or otherwise, the Contractor shall not be entitled to any damages by reason of the delays caused thereby, except for the actual cost of protecting such work as he may have under way, or for the cost of removal and replacement of such tools, plant and materials as he may have delivered upon the work, such as to be determined by the Engineer. Nor shall the Contractor be permitted to withdraw from this agreement until such delays, as aforesaid, aggregate one year, but the time of completion shall be extended for such time, as in the judgement of the Engineer, shall be equal to the aggregate delay.

36. FORFEITURE OF CONTRACT:

36.1 Failure to Abide by Contract: If the work to be done under this Contract shall be abandoned by the Contractor, or if at anytime, in the judgement of the City, the Contractor shall fail to prosecute the work at a reasonable rate of progress, or to comply with all or any of the terms and requirements herein set forth, such action shall not affect terms and requirements herein set forth, and such action shall not affect the right of the City to recover damages resulting from such failure, then the City has a right to take possession of the work, including the Contractor's plant, supplies, tools, and materials at any time after having notified the Contractor in writing to discontinue the work under this Contract for said cause or causes. Upon receiving such notice, the Contractor shall, upon demand, immediately give the party of the first part, safe and peaceful possession of the work including the plant and shall then cease to have any control over any portion of the men employed thereon.

36.2 City's Rights to Finish Work: The party of the first part, the City, may then proceed to complete the work herein specified by Contract or otherwise and the entire cost of the same shall be charged to the Contractor and deducted from any sum or sums due or to become due under this Contract, the excess cost, if any, shall be paid by the Contractor or his sureties to said party of the first part.

36.3 Annulment Without Fault of Contractor: The City shall have the right to annul, at any time, this Contract upon giving ten (10) days notice in writing to the Contractor, in which event the Contractor shall be entitled to the full amount of the estimate for the work done by him under the terms and conditions of this Contract up to the time of such annulment, including the retained percentage. The Contractor shall be reimbursed by the City for such expenditures as in the judgement of the Engineer are not otherwise compensated for in preparing for and moving to and from the work; the intent being that an equitable and just settlement be made.

In case of an annulment of this Contract before completion, the Contractor, if notified to do so by the City, shall promptly remove any part or all of his equipment and supplies from the property of the City as instructed by the

provisions of contract pages A-2 and A-3 relative to subcontracting shall continue in force as well.

16. CONTRACTOR CONTACT:
The Contractor shall provide the Owner with a means of immediate communication regarding site completion, emergencies or any other occasion that may arise.

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

If the Contractor fails to complete the mowing / trimming at any of the sites as specified, the Owner reserves the right to complete the task with either in-house personnel or other Contracted Services. The Contractor shall then be back-charged for all costs required to complete this work. If the Contractor fails to meet the specifications of this contract, the Owner reserves the right to review and / or terminate the contract at any time.

18. CHANGES IN ACREAGE:
As the City will, from time to time, buy, lease, sell, or otherwise dispose of or acquire, or assume new or terminate its existing maintenance responsibilities for various properties, the City may desire to add or subtract lands from the contract at its discretion, either during a given year or during the off-season. Should this occur, Contractors should be advised that the provisions of Contract pages D-17 and D-18 (Section 20), dealing with changes in pay quantities will govern. Essentially, this will mean for a contract of this type with only a single unit price per acre that no "per acre" unit price adjustment will be made as long as the City does not add or subtract greater than 25 percent of the original contract acreage in either division. Should additional lands be added to the contract more than seven (7) days prior to the end of any month between April and November, the monthly billing will be adjusted upwards for that month based on the per acre unit price, and paid to the contractor from that point forward; if added less than seven (7) days prior, the addition will not take effect until the following month. If lands are subtracted from the contract, the City will continue payment until the end of the calendar month in which the lands were deleted, and then the monthly billing will be adjusted downward on a per acre basis in a similar fashion.

19. PAYMENT:
Payment will be made monthly in equal installments, paid at the City Council meeting on the third Monday of each month, with Contractor invoices submitted no later than the first Thursday after the first Monday of each month. For example, as contract involves parts of eight (8) months (April-November), 12.5% will be paid each month, with first payment made at the Council meeting on the third Monday of May (provided the invoice has been submitted) for the month of April and so on. Final payment for each year will be made upon successful completion of the mowing season, generally at the City Council meeting on the third Monday in December. Checks will be available for pick-up or mailing on the

CITY OF MONROE

Department of Engineering and Public Services

May 6, 2013

Mr. Dan Schulte
Grass Gators, Inc.
18087 Todd Road
Petersburg, MI 49270

RE: City of Monroe Lawn Maintenance Contract – Group A
Performance Concern – 2013 Season

Dear Mr. Schulte:

It is with great displeasure that the City of Monroe feels compelled for yet another season to formally contact your firm with respect to the lack of attention to both Munson Park and Custer Airport thus far this year. As of Friday, May 3 at 2:30 P.M., when Bill Walters and I both reviewed the condition of the Munson Park and Custer Airport properties, the majority of both properties did not appear to have been mowed at all this year, including the most visible areas of the park adjacent to North Custer Road. At the time of inspection, two (2) employees were mowing the soccer fields, for what is believed to be the first time this year, however, we watched them trailer their equipment and depart, not returning within a half hour and thus presumably not at all. Subsequent inspections at 8:00 P.M. Friday, and 10:00 A.M. and 3:00 P.M. Saturday by Mr. Walters, and 10:00 A.M. Sunday by me found no activity, and no evidence that any work had occurred in the interim. During the past three (3) weeks, staff has been visiting the park nearly every day, and has found no activity by your forces. The contract calls for a start date of the third Monday in April and though this year there was little grass growth by this time, the fact that most areas of the park still have yet to be mowed is completely inexcusable. By contrast, the City's contractor for our other parks and properties has indeed completed their third weekly cycle as required.

The May 3 inspection by Bill and I did identify a few isolated areas that may have been too wet to cut without damage. These were generally limited to the low area between the skate park and North Custer Road, the area east of the youth ball fields, and a few areas south of the airport runway. However, the vast majority of areas, including nearly all of the heavily used areas around the pavilion, tennis courts, playscape, etc., were suitable for cutting. During our performance review discussions in 2011, you had pledged to inform the City in the future should you feel certain areas could not be cut so that we could review and advise, but you have made absolutely no contact with us whatsoever this season, including a failure to even acknowledge this year's change order for the typical CPI price increase, which would benefit your company.

I will again call your attention to numerous sections of the Division K Supplemental Specifications in the contract (attached) that deal with your performance requirements. Unlike in 2011, we will NOT tolerate prolonged attempts to rectify this situation over a span of multiple weeks while our City residents are deprived of their enjoyment of our signature park. At the very least, by the end of this week, May 10, you are expected to have fully mowed, trimmed, and removed dead grass clippings from the entirety of both properties as you are required to do by the contract. Failing this, the City will avail ourselves of any and all remedies under the

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contract, including completion of any deficient work on overtime by our own staff or securing another contractor to complete this work and deducting costs from your invoice, up to termination of the contract at any time after May 10. We also continue to reserve our rights to withhold payment for work not performed during the past three weeks as required, though our exact decision in this matter will be largely determined by your response to our concerns. We of course we continue to monitor your performance and reserve all of our contract rights as such.

Please contact me if you should have any further questions, and I look forward to your immediate attention to this issue.

Sincerely,

Patrick M. Lewis, P.E.
Director of Engineering and Public Services

Cc: George Brown, City Manager
Mayor Clark and City Council
Bill Walters, Superintendent of Public Services
David Tubbs, Operations Supervisor
Thomas Ready, City Attorney
Jerry Delaney, Assistant Airport Manager

DIVISION K: SUPPLEMENTAL SPECIFICATIONS

CITY OF MONROE 2009-2011 LAWN MAINTENANCE FOR CITY-OWNED PROPERTIES

1. SCOPE OF WORK:
   All specified sites listed on attached listing of City-owned properties shall be mowed and trimmed **weekly** to maintain a neat, uniform appearance. Sites shall not be mowed and trimmed more frequently unless approved by the Owner. This work shall include all labor, materials, equipment and services necessary to maintain the locations described above in a superior condition. These areas shall be maintained with a crisp, clean appearance (i.e. dress mowing) and as otherwise specified herein.

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

3. TERM OF CONTRACT:
   The term of the contract is from the day it is executed to the last day of December 2011, unless the City elects to award a five-year option based on the submitted alternate bid, in which case the last day of the contract will be the last day of December 2013, unless terminated as described herein.

   Contactor shall assume a cycle of 28 primary cuts in each calendar year, assumed to commence each year on the third Monday in April, and ending with the end of the 28th week thereafter. Beginning with the 29th week following the start of the contract, through the last day of November each year, Contractor shall be required to cut each parcel at least once in total during this time period, but potentially more as weather conditions require, in conjunction with the required clean-up of leaves for each parcel. No payment will be made each year for work done during the months of December, January, February, and March, although Contractor must perform work during those months (particularly December) if it has failed to fulfill its obligations for leaf clean-up during the previous November.

4. PRE-QUALIFICATIONS:
   All bidders must, at the time of bid submittal, document that they are presently maintaining turf and landscaped areas of at least one hundred (100) acres weekly, and further must include an inventory of equipment to be used, with dates, makes and mowing widths. A visit to inspect the contractor's equipment may be made by the City prior to awarding of the bid. Failure to pass City's inspection of equipment may be cause for disqualification from further consideration of the bid.

5. SPECIAL INSTRUCTIONS TO BIDDERS:
Bids are to be submitted on a per acre basis, according to the bid forms provided in the contract documents. The bid amount listed shall be the **total annual cost for 2009**, which will then be further subdivided for monthly payment purposes, and which will be adjusted for future years as described in these specifications. The City-owned parcels are broken into two (2) Groups, with one (Group A) representing Custer Airport and Munson Park, which are extremely large parcels, and the other (Group B) representing all other City-owned parcels that the City desires to include in this contract. The City reserves the right to award these Groups to separate Contractors, or to perform the work itself on either or both Groups, if it appears advantageous to do so. This decision will be made once by the City at the beginning of the contract term, and the City shall not arbitrarily change this decision during intermediate years.

Contractor shall provide bid pricing on a per acre basis separately for each group. For the basis of computing acreage, the gross area of each parcel shall be used regardless of structures or paved areas. The acreages listed on the bid form for the total of each group of parcels, and the acreages indicated for each property individually on the list of parcels, are based on the gross area of the parcel, **NOT** the area specifically to be mowed. Further, the parkway terrace, defined as the area between the sidewalk line (or property line, if there is no sidewalk) and the curb is not included in the calculations of gross area of each parcel, but must be mowed as a part of the parcel as well, with no provisions made for extra acreage to be paid. Bidders shall indicate a per acre price for each division on a gross area basis, understanding that their actual work will involve maintenance of the net vegetated area of the property plus any parkway terrace only. All references to acreage in the bid documents shall mean the gross area of the parcel.

6. HOURS AND DAYS OF WORK:
All work must be performed within the codes, standards and municipal ordinances of the City of Monroe. Work shall not generally commence before 8:00 A.M. and shall not continue past 7:00 P.M., Monday through Friday. Work on other days or times shall require prior approval of the City of Monroe. In certain areas, maintenance activities may commence at 7:00 A.M., but these will be reviewed on a case by case basis only, and will only be allowed if approved in writing by the City. Mowing must be available at the awarded rate at all times between the third Monday of April and the last day of November of each year, and the Contractor shall be able to provide extra cuts with as little as forty-eight (48) hours notice should conditions warrant, in the sole opinion of the City. Likewise, the Owner reserves the right to postpone mowing when needed on particular parcels.

All work scheduling is determined by the individual facility's operational needs, in order to avoid disruption and / or unsafe conditions. A small number of special events may cause isolated changes in the schedule.

If required by the City at any time during the contract, the Contractor will submit a weekly schedule of maintenance via fax or e-mail every Monday by 8:00 A.M. Once the schedule has been submitted, any changes made to the schedule due to weather, emergency situation, etc. must be verbally communicated directly to the Owner before proceeding with a new schedule.

Maintenance activities may generally occur during light to moderate rainfall, provided that no damage to the ground surface or vegetated areas is likely to occur. Any clumping that occurs due to mowing of wet grass surfaces shall be addressed by the contactor.

Saturday work may, but not necessarily will, be allowed by the City with prior approval, provided that 24 hours prior notice is given. The City reserves the right to exempt specific properties and / or areas, to avoid interference with weekend activities and / or special events. Generally, unless extreme weather conditions make it absolutely necessary, Sunday work will not be allowed.

7. FAMILIARITY WITH WORK AREAS:
It is each bidder's responsibility to visit all work sites called out in this bid package and to become familiar with the work, site boundaries, terrain, surface, gardens, mulch beds, fixtures, restrictions, etc. A visit to each site may be completed prior to submitting the bidder's proposal. City of Monroe staff is available to accompany each bidder to these locations and answer questions regarding the work called for in this proposal. A minimum of 24-hour notice must be provided to the City Department of Public Services in order to schedule a tour of these sites. Because plans drawn to scale are not available, the field tour is essential to understanding the work required in this proposal.

8. EQUIPMENT:
The Contractor shall provide a list of available mowing, trimming and leaf removal equipment; and the vehicles used to transport the equipment for this contract. This list must be submitted along with the bid. The Owner reserves the right to physically inspect and view the equipment at any time upon request. The Contractor shall immediately remove any and all equipment from City property solely determined by the Owner to be unsafe. All of Contractor's vehicles need to be clearly marked with the company name.

All mowing operations are to be performed using machines manufactured by reputable companies recognized for producing quality commercial turf equipment. All equipment will be mechanically sound. All blades shall be sharp and properly adjusted for height and cutting sharpness. Any manufacturer installed safety equipment must not be modified, removed or rendered inoperable at any time. All machines will be operated by trained and qualified persons. **At no time shall an operator of a piece of equipment leave that equipment unoccupied and running.**

All mower decks shall be equipped and operated with discharge chutes at all times while on Owner's property. Any failure to comply with this provision could result in immediate termination of contract.

9. RESPONSIBILITY FOR DAMAGE AND INJURY:
The Contractor shall be responsible for all damages to the Owner's property caused by either equipment or operator error. The Owner reserves the right to repair all damages with other sources if the Contractor fails to do so within forty-eight (48) hours. The Contractor shall be back-charged for all costs required to complete this work. In the event that the Contractor causes building or property damage, the Contractor is responsible for immediate communication with the Owner. No mowing or trimming shall

occur within close proximity of parks users and the general public. This provision is designed to supplement, not replace, other liability and indemnification clauses listed throughout other sections of the contract.

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

11. MOWING REQUIREMENTS:
All parcels listed in the attached tables will require at least some degree of mowing and / or trimming. All parcels requiring mowing shall be mowed weekly unless otherwise directed by the City. Mowers are to be set to cut at three (3) inches unless otherwise specified. If mowing causes an excessive amount of clippings on the lawn or if the clippings are matted and wet, the clippings shall be eliminated by whatever means are available to the Contractor and at no expense to the Owner. All litter such as paper, cans, bottles, branches, etc. will be picked up and disposed of by the Contractor prior to cutting. All large areas will be mowed with major mowing equipment in such a manner as to not cause damage to the turf, sprinklers, etc. All non-turf areas such as walks, patios, entrances, baseball infields, parking lots, mulched beds/areas, etc. shall be free of clippings and cutting debris via blowers, sweeping or other means. **Clean up shall be performed at the same time as mowing.**

Contractor shall be responsible for mowing entire sites, including gated areas. Contractor shall be responsible for contacting the City Department of Public Services at (734) 241-6800 to gain access to gated areas in order to complete mowing. Keys will be provided for gated area access and will be turned in at final billing of contract. Any lost or missing keys will be charged against the final payment at a rate of $25.00 per key. Gated areas are thought to include only Mill Race Park (one entrance), the Old Public Services yard on Winchester Street, and Custer Airport. Contractor is not responsible for mowing areas designated by Owner as construction areas. Any obstructions i.e. downed limbs or trees too large for the contractor to remove must be reported to the Department of Public Services at (734) 241-6800 within forty-eight (48) hours.

For City parks where ball diamonds are present and have completely fenced-in outfields, the City will mow the outfields. For other ball diamonds, contractor shall mow all outfields up to the edge of any stone infield surface. Soccer fields and other court areas shall be maintained under the contract.

There is no specific minimum or maximum size of mowing equipment to be used, nor is there a requirement for specific mowing patterns to be used on any of the properties that are a part of this contract. The only exception to this shall be for Woodland Cemetery, where mowing equipment shall be of a size appropriate to mowing between historic grave areas without damage.

If any properties listed are being legally or illegally used as dump sites or fill sites, contractor shall notify the City as soon as possible, and the City will assist with remedying the situation or removing portions of the subject property from the contract.

12. TRIMMING REQUIREMENTS:
Trimming shall be performed with each mowing using nylon cord trimming equipment in any area inaccessible with mowing equipment. This includes fence lines, back stops, play areas (including play equipment), under bleachers (if they cannot be moved), next to Buildings where established plantings are not present and around all obstacles such that a neat, even appearance to the total turf area is achieved. Trimming shall be performed at the same time as mowing. The cost of trimming is included in the overall lawn maintenance price. The City will perform any brush, shrubbery, and tree maintenance on subject properties.

13. LEAF CLEAN-UP REQUIREMENTS:
Prior to the first mowing of each year, and at each weekly mowing in each year starting with the third Monday of October and ending with the last day of November, the Contractor will be responsible for leaf removal and / or mulching on all of the properties within this contract. All leaf clean-up shall be included in the overall lawn maintenance price. If Contractor elects to haul leaves away from individual sites rather than mulching them on site, a closed-top truck (tarp in good condition is acceptable) is required. Contractor will be responsible for any clean-up or street sweeping costs should there be reasonable evidence that this provision is not being followed and City effort must then be expended to correct.

It should be assumed that the majority of effort by the Contractor on the contract sites during the month of November will be expended on leaf clean-up efforts rather than simply mowing itself, but this does not release the Contractor from their requirements for mowing when necessary during this time period.

14. OTHER OPERATIONS:
Any chemical applications, such as weed killers, will be subject to approval from the City on a case by case basis, and the City's approval is not guaranteed for any site. The use of any growth inhibitor shall be prohibited. Vertical edging to remove turf overgrowth shall be negotiated separately and approved in advance, if, in the opinion of the City, it has become necessary. Additional non-routine operations such as aerification, fertilization, de-thatching, etc. shall be negotiated separately and approved in advance. Work not approved in advance will not be paid. **The Contractor shall not apply any pesticides or herbicides without the Owner's written pre-approval.**

15. SUBCONTRACTING:
Subcontracting will be allowed, with all subcontractors subject to all of the same requirements as the prime contractor. A listing of all properties to be maintained by subcontractors will be required to be submitted on a weekly basis to the City, no later than 8:00 A.M. each Monday. Insurance requirements will be the same as for the prime contractor. The City reserves the right, but not necessarily the obligation, to require that 50% of the contract value be performed by the prime contractor as well. All other

provisions of contract pages A-2 and A-3 relative to subcontracting shall continue in force as well.

16. CONTRACTOR CONTACT:
The Contractor shall provide the Owner with a means of immediate communication regarding site completion, emergencies or any other occasion that may arise.

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

If the Contractor fails to complete the mowing / trimming at any of the sites as specified, the Owner reserves the right to complete the task with either in-house personnel or other Contracted Services. The Contractor shall then be back-charged for all costs required to complete this work. If the Contractor fails to meet the specifications of this contract, the Owner reserves the right to review and / or terminate the contract at any time.

18. CHANGES IN ACREAGE:
As the City will, from time to time, buy, lease, sell, or otherwise dispose of or acquire, or assume new or terminate its existing maintenance responsibilities for various properties, the City may desire to add or subtract lands from the contract at its discretion, either during a given year or during the off-season. Should this occur, Contractors should be advised that the provisions of Contract pages D-17 and D-18 (Section 20), dealing with changes in pay quantities will govern. Essentially, this will mean for a contract of this type with only a single unit price per acre that no "per acre" unit price adjustment will be made as long as the City does not add or subtract greater than 25 percent of the original contract acreage in either division. Should additional lands be added to the contract more than seven (7) days prior to the end of any month between April and November, the monthly billing will be adjusted upwards for that month based on the per acre unit price, and paid to the contractor from that point forward; if added less than seven (7) days prior, the addition will not take effect until the following month. If lands are subtracted from the contract, the City will continue payment until the end of the calendar month in which the lands were deleted, and then the monthly billing will be adjusted downward on a per acre basis in a similar fashion.

19. PAYMENT:
Payment will be made monthly in equal installments, paid at the City Council meeting on the third Monday of each month, with Contractor invoices submitted no later than the first Thursday after the first Monday of each month. For example, as contract involves parts of eight (8) months (April-November), 12.5% will be paid each month, with first payment made at the Council meeting on the third Monday of May (provided the invoice has been submitted) for the month of April and so on. Final payment for each year will be made upon successful completion of the mowing season, generally at the City Council meeting on the third Monday in December. Checks will be available for pick-up or mailing on the

Thursday following the third Monday in each month. No portion of the final monthly payment shall be made until the Contractor has fulfilled the requirements of page D-29, section 38.6 (Final payment) of the contract, excepting that a Maintenance Bond (subsection b) is not required due to the nature of this type of contract.

20. ANNUAL PRICE ADJUSTMENT:
Given that it is expected that equitable adjustments will need to be made in the contract price for future years 2010 and 2011, as well as 2012 and 2013 if City elects to award a 5-year term based on a favorable alternate bid, the annual price will be adjusted using the latest available Consumer Price Index (CPI) from the United States Bureau of Labor Statistics, for the Detroit Metropolitan Statistical Area (MSA) – all urban customers. This link is available at http://www.bls.gov/cpi at the present time. In such a fashion, the annual contract cost shall be increased (or decreased as the case may be) by the percentage change in the CPI as is current as of February 1 of each year, and this could be from end of year to end of year, or month of one year to the same month of the following year, whichever is most current. **If, due to extraordinary inflation, the chosen CPI exceeds ten percent (10%) in any given year, the City will have the right to terminate the contract at that point in their sole discretion.**

Bidders should be advised that the City will not award a contract based on a fuel surcharge of any type for the current or any future years, and any bids with contingencies placed as such may be rejected on their face. The CPI percentage adjustment shall be the only adjustment made during the life of the contract.

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

22. REQUIRED PRE-BID MEETING:
In order that bidders may familiarize themselves with the full requirements of the contract, a **required** pre-bid meeting will be held on **Wednesday, March 11, 2009 at 9:00 A.M.** at the Department of Public Services Conference Room, 222 Jones Avenue. From that date forward, the City will not release any further specifications to other bidders, and those not in attendance already holding specifications will have their bids rejected. An addendum with clarifications found to be required from this meeting, if any, will be issued no later than Monday, March 16.

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: 2013 CONSTRUCTION PROJECTS CONSULTANT INSPECTION CONTRACT – TTL ASSOCIATES

DISCUSSION: The City-wide Operational Assessment report identified inspection of construction projects as a particular area where it was felt that the City could utilize the private sector to assist with spikes in workload, particularly during the Summer months. While the City continues to maintain an in-house Engineering staff that is capable of meeting a wide variety of surveying, design, inspection, and project management needs on our typical projects, this staff is down from eleven (11) employees in 2004 to six (6) plus a shared Department Head at present, with one of those strictly a clerical position. While we have made every attempt to schedule this year's projects to enable as many as possible to be inspected by our own staff, since many of our projects cannot commence until after July 1 due to funding, we are expecting to have difficulty covering all upcoming projects that require daily full-time inspections, likely from approximately late July or early August through sometime in October.

During the past several years, we have utilized a variety of different firms for project inspection activities. The City generally selects firms for specific projects based on a variety of factors, including professional qualifications and past experience with City and other similar projects. For general roadway construction and utility work, most available firms offer relatively similar qualifications. Generally, the least expensive firm on an hourly basis is TTL Associates, which has local offices in Plymouth, Michigan and Toledo, Ohio. The City has a long history with TTL, particularly for materials testing, and the City has been using one particular individual from TTL Associates for project inspection for over four (4) years, since he is also capable of assisting us in all necessary materials testing on roadway projects. This individual has again been made available at our request at any time we deem necessary from July through October. The attached terms and conditions for TTL contracts have been attached for your review. Their billable rate for this individual is $54 per hour for straight time, and $68 per hour for overtime hours, plus reimbursable expenses. For past projects, full-time inspection costs generally approximate $10,000 to $12,000 per month depending on the contractor's schedule, so roughly $35,000 seems appropriate for the estimated time period. Due to our consistent relationship with TTL Associates on routine infrastructure projects, and our belief that their cost structure is the most advantageous to the City, we are recommending this contract as a single source professional services award.

Based on the expected schedule of all of our projects, we believe that the Telegraph Road Water Main Replacement project will commence during the week of July 8, followed as soon as late July by water main projects on Borgess Avenue (already awarded) and Western / Huron (scheduled for award July 15), and roadway projects on Dixie Highway (early August), and the 2013 Resurfacing Program (early August). While we can cover the first 2 or 3 projects with our staff, it is most likely that we will assign the TTL inspector to the Telegraph Road Water Main project within a few weeks until completion, and then re-assign him to another project if still needed, likely a water main project as well. Additionally, as mentioned earlier, since we frequently utilize TTL Associates for materials testing on roadway projects, we would like to encumber some additional funding for this purpose on the North Dixie Highway Resurfacing project, as it is expected that this will be needed to meet MDOT requirements. $10,000 has been set aside within that project budget for this purpose, and we would like to award this amount to TTL Associates at this time as well.

IT IS RECOMMENDED that the City Council award a professional services contract to TTL Associates for inspection services on the Telegraph Road Water Main Replacement project (or another appropriate project if needed subject to funding availability) in an amount up to $35,000, and for testing on the North Dixie Highway Resurfacing project in an amount up to $10,000. **IT IS FURTHER RECOMMENDED** that the Director of Engineering and Public Services be authorized to execute any necessary agreements on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: Consultant inspection may be needed starting in late July

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, businesses, residents, and property owners within the project area

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$*
Cost of This Project Approval	$45,000
Related Annual Operating Cost	$ N/A
Increased Revenue Expected/Year	$ N/A

*Varies based on the project to which this individual is assigned.

SOURCE OF FUNDS:

City	Account Number	Amount
Telegraph Road Water Main	591-40.538-818.015 07W04	$35,000*
Dixie Highway Resurfacing	202-60.451-818.015 13M01	$10,000

Other Funds

*Requires creation of new account shown above and transfer of needed funds from account 591-40.538-825.005 07W04.

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 06/26/13

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: July 1, 2013

44265 Plymouth Oaks Blvd.
Plymouth, MI 48170-2585
T 734-455-8600
F 734-455-8608
www.ttlassoc.com

June 25, 2013

TTL Proposal No. 10444.01

Mr. Patrick Lewis, P.E.
City of Monroe
120 East First Street
Monroe, Michigan 48161-2169

Quality Control Testing Services
2013 City of Monroe Projects
Monroe County, Michigan

Dear Mr. Lewis:

TTL Associates, Inc. (TTL), a ***Service-Disabled Veteran Owned Small Business***, is pleased to submit this proposal for testing and inspection services for the 2013 City of Monroe projects. It is our understanding that the services required will consist of quality control testing services. Attached is our fee schedule listing the tests that may be required for these projects. If you require services that are not on the schedule, please call for pricing.

Please refer to the Agreement for Services form, which is attached to this proposal. If you concur with our Terms and Conditions, and wish to retain us to provide services, execute one copy of the Agreement form and return the copy to our office. If you choose to accept this proposal by issuing a purchase order, then please specifically reference this proposal number and date on the purchase order.

If you have any questions concerning this proposal or our scope of services, please feel free to contact us. We look forward to working with you this year.

Respectfully submitted,

TTL Associates, Inc.

Greg Bushey
Field Supervisor

Jeffrey S. Elliott, P.E.
Vice President

Attachment: Agreement for Services/Terms and Conditions

T:\Materials Testing\Proposals\2013 Proposals\10444.01 2013 City of Monroe Projects - City of Monroe - Proposal.doc

TTL'S 2013 CITY OF MONROE FEE SCHEDULE

1. Testing and inspection services:

   Soils, concrete field and batch plant, asphalt site, cylinder pickup and material sampling, deflection/infiltration, masonry, paint, roofing, blasting survey

Engineering technician, normal eight (8) hour work day, per hour	$	54.00
Over normal eight (8) hour day and Saturday work, per hour	$	68.00
Sunday work, per hour	$	81.00
Holiday work, per hour	$	108.00

   Time will be charged portal to portal with a four (4) hour minimum per trip with the exception of cylinder pickup and material sampling which will be a one (1) hour minimum per trip.

2. Inspection services:

   Asphalt plant, bridge condition survey, caissons, curtain wall, fireproofing, floor flatness, pilings

Engineering technician, normal eight (8) hour work day, per hour	$	60.00
Over normal eight (8) hour day and Saturday work, per hour	$	77.00
Sunday work, per hour	$	91.00
Holiday work, per hour	$	121.00

   Steel Field, fabrication shop, weld, dye penetrant, magnetic particle, ultrasonic

Engineering technician, normal eight (8) hour work day, per hour	$	77.00
Over normal eight (8) hour day and Saturday work, per hour	$	95.00
Sunday work, per hour	$	114.00
Holiday work, per hour	$	152.00

   Time will be charged portal to portal with a four (4) hour minimum per trip with the exception of cylinder pickup and material sampling which will be a one (1) hour minimum per trip.

3. Engineering and consulting services

CAD Operator/Draftsperson, per hour	$	59.00
Engineer I, per hour	$	99.00
Engineer II, per hour	$	108.00
Registered Professional Engineer, per hour	$	131.00

   Time outside of a normal eight (8) hour work day will be charged at a rate of 1.25 times the base rate. Time will be charged portal to portal with a four (4) hour minimum per trip with the exception of cylinder pickup and material sampling which will be a one (1) hour minimum per trip. Typically, three-quarters hour of engineering time is required for each eight hours of field technician time for report review and project consultation.

4. Coring asphalt/concrete using a thin-walled diamond core barrel
   with a two-man crew during a normal eight (8) hour day, per hour ..... $ 147.00
   Over normal eight (8) hour day and all Saturday work, per hour ..... $ 184.00
   Sunday work, per hour ..... $ 220.00
   Holiday work, per hour ..... $ 292.00

   Time will be charged portal to portal with a four (4) hour minimum per trip.

5. Use of a Nuclear Moisture-Density gauge for testing soil or
   asphalt compaction, per day ..... $ 42.00

6. Use of a FACE Floor Profiler, per day ..... $ 137.00

7. Concrete test cylinder and mortar/grout cube curing,
   compressive strength testing, or holding, each ..... $ 22.00

8. Flexure tests on molded concrete beams, each ..... $ 32.00

9. Determining compressive strength of drilled cores, each ..... $ 38.00

10. Concrete mix design to verify a Portland cement concrete mix
    design as submitted by supplier, each ..... $ 303.00

11. Windsor Probe testing of hardened concrete, each ..... $ 68.00

    Plus technician's time.

12. Dry sieve analysis of granular material, each ..... $ 83.00

13. Sieve analysis and loss by washing, each ..... $ 89.00

14. Los Angeles Abrasion Test - (Wear Test), each ..... $ 249.00

15. Sodium Sulfate Soundness, 5 cycle, each ..... $ 269.00

16. Organic impurities of sand, each ..... $ 40.00

17. Moisture-Density Relationship Curve for soil
    (Standard and Modified Proctor), each ..... $ 249.00

18. Relative Density Determination (maximum and minimum), each ..... $ 296.00

19. Particle Size Analysis, each ..... $ 143.00

20. Atterberg Limits - liquid limits, plastic limits, plasticity index and group index, each ..... $ 84.00

21. Marshall stability and flow tests of asphalt - molding and testing specimens, each ..... $ 212.00

22. Extraction/gradation asphalt, each ..... $ 166.00

23. Density of asphalt mix (Marshall), each ..... $ 185.00

24. Maximum specific gravity of bituminous paving mixtures, each ..... $ 94.00

25. Specific gravity (density) of asphalt sample, each ..... $ 32.00

26. 5-point Marshall mix design for bituminous paving mixtures based on aggregate sieve analysis, each ..... $ 1,335.00

27. Fireproofing density test, each ..... $ 71.00

28. Mileage to and from the project, per mile ..... $ 0.75

This is a partial list of our services. If you require a price for services not listed, please call us.

AGREEMENT FOR SERVICES

THIS AGREEMENT is by and between _____

City of Monroe

120 East First Street

Monroe, Michigan 48161

hereinafter called **CLIENT** and TTL Associates, Incorporated of 44265 Plymouth Oaks Boulevard, Plymouth, Michigan, 48170-2585, hereinafter called **TTL** who agrees as follows:

DECLARATIONS. **CLIENT** desires to engage **TTL** to provide services as described in **TTL** Proposal No. 10444.01 dated June 25, 2013 a copy of which is attached hereto, and along with the **TERMS AND CONDITIONS,** which appear on the reverse side of this document, are made a part of this **AGREEMENT**.

ACCEPTANCE. Execution of this **AGREEMENT** or the issuance of any other written authorization by **CLIENT** to **TTL** such as a written Purchase Order will constitute acceptance of this **AGREEMENT**.

For **CLIENT**, By _____
Signature

_____
Name

_____
Title

EXECUTED THIS _____ DAY OF _____ , 2013

For **TTL**, By _____
Signature

Jeffrey S. Elliott, P.E.
Name

Vice President
Title

EXECUTED THIS 25th DAY OF June 2013

Please sign one copy of this agreement and return it to TTL. The proposal is valid for 120 days.

associates inc.

TERMS AND CONDITIONS
SCHEDULE A

As used herein, the word Client refers to the party purchasing services for work from TTL. The following terms and conditions shall govern the performance of services or work by TTL for or on behalf of Client, as contemplated by the order set forth on the reverse side hereof. Modification of these terms and conditions may be made only with the prior written consent of both parties and any attempts to alter such terms and conditions with purchase orders, acknowledgements, similar or other documentation shall be void.

1. Scope; Standards. TTL shall provide the services described on the reverse side hereof in accordance with generally accepted industry standards.

2. Work Product. Reports and results of TTL services are rendered for the exclusive use of Client, but at all times remain the property of TTL. The Client shall not advertise, publish or otherwise communicate TTL's work product to any third party without the prior written approval of an officer of TTL.

3. Legal Proceedings. If TTL work product is to be used in any legal proceeding, TTL shall charge and Client shall pay all TTL expenses together with then applicable TTL hourly rates for any court appearance, deposition, affidavit or the like by any TTL personnel. Preparation time shall also be billed and paid at such rates.

4. Adversarial Proceedings. In the event that TTL is ordered or subpoenaed to produce documents or testify on behalf of a third party, TTL shall so advise Client, whenever possible. Client may then determine whether it wishes to contest the subpoena or order.

5. **WARRANTY DISCLAIMER. OTHER THAN ITS COMMITMENT TO PERFORM SERVICES IN ACCORDANCE WITH GENERALLY ACCEPTED INDUSTRY STARDARDS, TTL MAKES NO WARRANTY WHATSOEVER. TTL MAKES NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE.**

6. **Limitation of Liability. In no event will TTL's liability to Client, or to third parties claiming through Client (including, without limitation, Client's insurers) exceed $50,000 regardless of the legal theory upon which a claim may be based, including contract, warranty, tort and indemnification. Without limiting the generality of the foregoing, this limitation is applicable to loss, destruction, or damage to Client property while in the possession or control of TTL. In no event will TTL be liable to Client or to third parties claiming through Client (including Client's insurers) for any incidental or consequential damages whatsoever regardless of the legal theory upon which a claim may be based.**

7. Samples. In the event that TTL services involve test samples, such samples will be obtained with reasonable care and preserved for a period of thirty (30) days. TTL reports relative to samples are applicable only to the specific samples tested and only depict conditions at the specific location of the test.

8. Pricing. Prices quoted by TTL are subject to change if not accepted by Client within sixty (60) days of the date of quotation or if the work is not commenced (through no fault of TTL) within sixty (60) days of the date of acceptance of such quotation.

9. Payment. TTL invoices shall be paid within thirty (30) days of invoice date. Amounts unpaid when due shall bear interest at the rate of one percent (1%) per month, compounded monthly, until paid.

10. Governing Law. This agreement and all transactions relating hereto shall be governed by the laws of the State of Ohio.

11. Entire Agreement. This proposal constitutes the entire agreement between TTL and Client regarding the subject matter hereof and replaces all prior written or oral agreements and understandings. It may be amended or altered only in a writing signed by both parties.

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: EMPLOYEE PARKING

DISCUSSION: The purpose of the attached policy is to establish the procedures for the allocation and assignment of employee parking permits and for the permissible use of the City's employee parking lot.

After review and input from City Administration, IT IS RECOMMENDED that the Mayor and City Council approve the attached policy and direct City administration to proceed with implementation.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: July 1, 2013

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: X For ☐Against

REASON AGAINST: N/A

INITIATED BY: Peggy A. Howard, Human Resources Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: ALL EMPLOYEES

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City Amount	Account	Number
		$ N/A
		$ N/A
		$ N/A
		$ N/A
		$ N/A
Other Funds		$ N/A
		$ N/A
		$ N/A
		$ N/A

Budget Approval: _____

FACT SHEET PREPARED BY: Peggy A. Howard, Human Resources Director P. Howard **DATE: 6-21-13**

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: 7/01/13

Section Name:	Employee Relations	Effective Date:	July 1, 2013
Section Number:	400	Date of Revision:	
Policy Number:	22		
Page:	1 of 3		

Subject: City Employee Parking Space Allocation and Assignment

1. Purpose. The purpose of this policy is to establish the procedures for the allocation and assignment of employee parking permits (hang tags) and for the permissible use of the City's parking lot, which is located on the south-west corner of Second and Scott Street; herein after referred to as the "employee parking lot".

2. Statement of Policy. The City requires that all motor vehicles, personally owned and operated by its employees which are permitted to be parked in the employee parking lot, shall be registered with the Human Resources Department. This registration is necessary to obtain a parking permit (hang tag).

2.5 PARKING PROCEDURES.

The following information will be needed to receive a parking permit (hang tag):

1. Employee Picture ID.
2. Vehicle plate number and the make and model of the employee's personal vehicle(s).

2.6 PARKING PRIVILEDGES.

a) Parking in the employee parking lot during the periods when the Monroe City Hall is open for regular, daytime business, shall be limited to City-owned vehicles, and other vehicles displaying a valid parking permit (hang tag) which is used only in compliance with other applicable provisions of this policy.
b) Parking provided under this policy shall be provided at no cost to City employees.

c) Parking spaces have been allocated for vehicles that display a valid parking permit (hang tag) which is used in compliance with this policy.
d) A parking permit (hang tag) is not transferrable to another vehicle, unless authorized by the Human Resources Department.
e) Employees are responsible for notifying the Human Resources Department of any changes affecting the parking permit (hang tag) registration of their vehicles.
f) Parking permits (hang tags) are not valid if exchanged among and between individuals and during periods when the employee to whom it was issued is not on duty.
g) Visitors conducting official City business shall obtain temporary permits from the Department with which they are conducting business.
h) Using a parking permit (hang tag) in violation of this policy or displaying an invalid parking permit (hang tag) may result in the ticketing and towing of the vehicle and the loss of parking privileges for those involved.
i) The parking permit (hang tag) remains the property of the City of Monroe and must be returned to the Human Resources Department upon expiration of the permit or separation of employment.

2.7 PARKING REGULATIONS.

a) Parking permits (hang tags) shall be hung from the rear view mirror of the vehicle.
b) The parking of any vehicle, private or City-owned shall be within lanes whenever same are established by painted stripes or otherwise and shall conform to any and all other directions posted on the site.
c) Parking in all areas shall be in such a manner as to provide ample room for ingress to and egress from the area to all other vehicular traffic.
d) Parking shall be limited to City-owned vehicles and, during restricted hours, to vehicles displaying a valid permit (hang tag) used in compliance with the provisions of this policy.

2.8 ALLOCATION, ASSIGNMENT AND APPROVAL OF PARKING SPACES. The City Manager and/or his/her designee shall determine parking assignments

and changes in accordance with City regulations. The City Manager reserves the right to authorize the use of parking spaces by specific individuals at his/her discretion.

2.9 LIABILITY. The City is not liable for the cost of any damages to or theft of any privately owned vehicle that has been authorized to park in its City owed parking lot. Limited exceptions to this general policy may be possible if claims are approved pursuant to the City's General Liability Policy. The City is not liable for the cost of any damages or any costs associated with the towing and impoundment of vehicles parked in violation of this policy or City ordinances.

The City does not at any time or under any condition assume any responsibility for personal injury, from any cause whatsoever, to any person or persons utilizing the parking lot.

2.91 VIOLATIONS AND PENALTIES. The owner or operator of a vehicle improperly parked or in any other manner in violation of any part of this policy or pertinent City ordinances or State statutes while operating or parking the vehicle in the employee parking lot, will be subject to the receipt of a parking violation fine and subject to the towing of the vehicle from the lot and its impoundment. The City shall not be responsible for any costs or other expense occasioned by such removal and impoundment. A City employee who violates this policy will also be subject to disciplinary action.

3. Definitions. None

4. Application. This policy shall apply to all employees of the City of Monroe.

5. Responsibility. The City Manager and/or his designee shall have the responsibility for overseeing implementing this policy.

6. Administrative Procedure. None.

7. Legislative History of Authority for Creation or Revision.

Adopted pursuant to action of the Monroe City Council, dated July 1, 2013.

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: PATROL OFFICERS

DISCUSSION: The City of Mo roe and the Police Officers Association of Michigan (representing the patrol officers) have reached an agreement to extend the current collective bargaining agreement dated August 23, 2011 through December 31, 2014, for one additional year. The new agreement will expire on December 31, 2015; will not reflect any wage increases or changes in benefits or working conditions; and will meet the requirements imposed by Public Act 152 regarding the "hard caps".

IT IS RECOMMENDED that the Mayor and City Council approve the attached extension of the POAM/Police Officers Collective Bargaining Agreement.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: July 1, 2013

REASON FOR DEADLINE: Collective Bargaining Agreement Extension

STAFF RECOMMENDATION: X For ☐ Against

REASON AGAINST: N/A

INITIATED BY: Peggy A. Howard, Human Resources Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Patrol Officers

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City Amount	Account	Number
		$ N/A
		$ N/A
		$ N/A
		$ N/A
		$ N/A
Other Funds		$ N/A
		$ N/A
		$ N/A
		$ N/A

Budget Approval: _____

FACT SHEET PREPARED BY: Peggy A. Howard, Human Resources Director **DATE: 6-14-13**

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: 7/01/13

EXTENSION AGREEMENT

The City of Monroe (the "Employer") and the Police Officers Association of Michigan (the "Association") hereby agree that their August 23, 2011 through December 31, 2014 collective bargaining agreement ("Current Agreement") shall automatically be extended upon its expiration for a period of one (1) year, commencing January 1, 2015, and expiring December 31, 2015. The terms of the extended Agreement shall be the same as those provided in the Current Agreement, except as provided below:

1. Appendix A, Wage Schedule, p. 48, shall be amended to reflect that it is effective July 1, 2014, through December 31, 2015.

2. Notwithstanding anything in the Current Agreement or this Extension Agreement to the contrary, effective January 1, 2015, the Employer's contributions to the cost of employee health care benefits shall comply with Section 3 of the Publicly Funded Health Insurance Contribution Act, Act No. 152 of the Michigan Public Acts of 2011, commonly referred to as the "hard caps" section of the Public Act. The Employer will follow the same administrative procedures in determining these contributions as are currently followed for all other employee groups that have been subject to the provisions of the Public Act for calendar years 2012 and 2013.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 2013.

CITY OF MONROE	POLICE OFFICERS ASSOCIATION OF MICHIGAN
_____	_____
Robert E. Clark, Mayor	Bryan P. Gee, President
_____	_____
George A. Brown, City Manager	Terese M. Herrick, Vice President
_____	_____
Thomas C. Moore, Director of Public Safety/Chief of Police	Jason M. Flora, Secretary/Treasurer
_____	_____
Peggy A. Howard, Director of Human Relations	Paul Marks, 4th Negotiator
_____	_____
Charles D. Evans, Clerk/Treasurer	James Tignanelli, President/POAM

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: HIPAA PRIVACY AND SECURITY POLICIES AND PROCEDURES

DISCUSSION:

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) is far-reaching, federal legislation that impacts the City's group health plans offered to its eligible employees and retirees (and their eligible dependents). The focus on the Agenda today involves the administrative simplification provisions of HIPAA, which require covered entities, such as the City's group health plans, to comply with the Privacy and Security regulations issued under HIPAA. The HIPAA Privacy and Security regulations originally became effective beginning in 2003 and have been amended on several occasions by subsequent laws and regulations.

In an effort to document the City's continued compliance with the HIPAA Privacy and Security regulations and commitment to protect the privacy of its employees, the City has worked with outside counsel, Dykema Gossett PLLC, to restate the City's written HIPAA Privacy and Security Policies and Procedures.

IT IS RECOMMENDED that the Mayor and City Council approve the HIPAA Privacy and Security Policies and Procedures, and direct Administration to proceed with the execution, training, and implementation of such HIPAA Policies and Procedures.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: July 1, 2013
REASON FOR DEADLINE: To establish procedures for complying with HIPAA.

STAFF RECOMMENDATION: X For ☐ Against

REASON AGAINST: N/A

INITIATED BY: Peggy A. Howard, Human Resources Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City	Account Number	Amount
		$N/A
		$ N/A
		$ N/A
		$ N/A
		$ N/A
Other Funds		$ N/A
		$ N/A
		$ N/A
		$ N/A

Budget Approval: _____

FACT SHEET PREPARED BY: **Peggy Howard/HR Director** P. Howard **DATE: June 14, 2013**

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: 7/01/13

CITY OF MONROE

HIPAA PRIVACY AND SECURITY POLICIES AND PROCEDURES

FOR GROUP HEALTH PLANS

TABLE OF CONTENTS

ARTICLE I INTRODUCTION 1

ARTICLE II PLAN'S AND EMPLOYER'S RESPONSIBILITIES 2
- Section 2.1 HIPAA Privacy Officer and Contact Person 2
- Section 2.2 HIPAA Security Officer 2
- Section 2.3 Access to PHI 2
- Section 2.4 Workforce Training 3
- Section 2.5 Technical and Physical Safeguards and Firewall 3
- Section 2.6 Security Risk Analysis 5
- Section 2.7 The Employer's Security Obligations 6
- Section 2.8 Complaint Procedures 6
- Section 2.9 Sanctions for Violations of Privacy or Security Standards 7
- Section 2.10 Mitigation of Inadvertent Disclosures 7
- Section 2.11 Notification Requirements in the case of Breach of Unsecured PHI 8
- Section 2.12 No Retaliation or Waivers 9
- Section 2.13 Notice of Privacy Practice. 10
- Section 2.14 Plan Document and Employer Certification 11
- Section 2.15 Amendment or Termination of Policies or Procedures 12
- Section 2.16 Documentation and Record Retention 12

ARTICLE III POLICIES ON USE AND DISCLOSURE OF PHI 13
- Section 3.1 General Policy 13
- Section 3.2 Permitted Uses or Disclosures of PHI. 13
- Section 3.3 Use or Disclosure for Purposes of Non-Health Benefits 15
- Section 3.4 Disclosures of PHI Pursuant to an Authorization 16
- Section 3.5 Disclosures of PHI to Business Associates 17
- Section 3.6 Requests for Disclosure of PHI from Family Members or Friends 19
- Section 3.7 Disclosures of De-Identified Information 19
- Section 3.8 Limited Data Sets 19

ARTICLE IV POLICIES AND PROCEDURES ON INDIVIDUAL RIGHTS 20
- Section 4.1 Access to PHI 20
- Section 4.2 Right to Amend PHI 21
- Section 4.3 Request for an Accounting of Disclosure of PHI 22
- Section 4.4 Request for Confidential Communications 24
- Section 4.5 Request for Restrictions on Uses and Disclosures of PHI 25

ARTICLE V DEFINITIONS 26
- Section 5.1 ARRA 26
- Section 5.2 Authorization 26
- Section 5.3 Authorized Employee 26
- Section 5.4 Breach 26
- Section 5.5 Business Associate 27

Section 5.6 Contact Person 27
Section 5.7 DHHS 27
Section 5.8 De-identified Information 27
Section 5.9 Designated Record Set 28
Section 5.10 Documentation Procedure 28
Section 5.11 Electronic Health Records or EHR 29
Section 5.12 Employer 29
Section 5.13 EPHI or Electronic Protected Health Information 29
Section 5.14 HIPAA 29
Section 5.15 Minimum Necessary Standard 29
Section 5.16 Participant 30
Section 5.17 PHI or Protected Health Information 30
Section 5.18 Plan 31
Section 5.19 Privacy Officer 31
Section 5.20 Security Incident 31
Section 5.21 Security Officer 31
Section 5.22 Unsecured PHI 31
Section 5.23 Use and/or Disclosure of PHI 31
Section 5.24 Verification Procedure 31
ATTACHMENT A (HIPAA SECURITY STANDARDS) A-1

ARTICLE I
INTRODUCTION

City of Monroe, Michigan (the "Employer") sponsors and maintains the following group health benefits for eligible employees and retirees:

- Medical Programs (offering self-funded medical and prescription drug benefit options for Eligible Employees and Retirees);
- Dental Programs (offering self-funded dental benefit options for Eligible Employees and Retirees);
- Employee Assistance Program (offering EAP benefit options to Eligible Employees and their dependents);
- Healthcare Flexible Spending Accounts (offering Eligible Employees the opportunity to set aside pre-tax contributions to pay for certain uninsured health care expenses); and
- Retiree Health Care Savings Program (offering employee pre-tax contributions to pay for certain retiree health care expenses of eligible Retirees).

Members of the Employer's workforce may have access to individually identifiable health information of Plan Participants for purposes of performing administrative functions on behalf of the Plan. The Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing privacy and security regulations (collectively referred to as "HIPAA") restrict the Employer's and Plan's ability to use and disclose certain health information known as "protected health information" ("PHI") and may require the Plan and the Employer to implement security measures with respect to electronic protected health information ("ePHI").

While the Plan's and Employer's policy is to fully comply with HIPAA, the Plan, through the Employer, has entered into third party administrative and business associate agreements with Business Associates to perform administrative functions on behalf of the Plan, including HIPAA compliance. As a result, member's of the Employer's workforce generally will not receive, use, maintain, disclose or transmit PHI or ePHI on behalf of the Plan. The Employer, in its capacity as the employer, typically will have access only to certain enrollment and disenrollment information regarding the Plan's participants (including participant name, social security number and election amount under the Plan) and to Summary Health Information. To the extent that the Employer (and/or members of its workforce) actually receives, uses, maintains, discloses or transmits PHI or ePHI, the Employer will implement the administrative, technical and other safeguard policies and procedures described in this document to ensure compliance with HIPAA.

Throughout this document, various terms are used repeatedly. These terms have specific and definite meanings and generally have been capitalized throughout this document. Whenever capitalized terms appear, they shall have the meanings specified in Article V, Definitions, or as specified in HIPAA. Where necessary or appropriate to the context, the masculine shall include the feminine, the singular shall include the plural and vice versa.

ARTICLE II
PLAN'S AND EMPLOYER'S RESPONSIBILITIES

Section 2.1 **HIPAA Privacy Officer and Contact Person.** The Employer has appointed the City's Human Resources Director, 120 E. First St., Monroe, Mi. 48161, (734) 384-9110, as the Privacy Officer. The Privacy Officer is responsible for developing and implementing policies and procedures, and adherence to them, to ensure compliance with HIPAA and for appointing a Contact Person. The Privacy Officer will also be available to assist with the applications, interpretation and implementation of and compliance with the Plan's policies and procedures and the HIPAA Rules.

Plan Participants will be notified of any change to the contact information for or designation of the Privacy Officer. The Plan will maintain a written or electronic record of its designations of a Privacy Officer and will retain such designations for a period of six years after an initial or any subsequent designation.

At this time, the Privacy Officer will also serve as the Contact Person. The Contact Person is available to answer Participants' questions, concerns or complaints about the privacy of their PHI and to carry out any other duties assigned to him or her by the Privacy Officer or pursuant to these Privacy Policies and Procedures.

Section 2.2 **HIPAA Security Officer**. The Employer has appointed the City's Finance Director, 120 E. First St., Monroe, Michigan, (734) 384-9133, as the Security Officer. The Security Officer is responsible for developing and implementing policies and procedures to ensure compliance with HIPAA's security rules.

Section 2.3 **Access to PHI.** Access to PHI is limited to the following employees of or positions within the Employer:

- Privacy Officer;
- Contact Person;
- Security Officer;
- Human Resources Personnel;
- Payroll/Finance Personnel.

These employees with authorized access to PHI or ePHI are referred to as Authorized Employees. No other persons shall have access to PHI or ePHI. Authorized Employees who have authorized access to PHI or ePHI shall only use and disclose PHI or ePHI to the extent necessary to perform the plan administration functions that the Employer performs for the Plan. The Employer will ensure that the adequate separation provisions required under this Section 2.3 will be supported by reasonable and appropriate security measures to the extent the persons designated above create, receive, transmit or maintain ePHI on behalf of the Plan.

Section 2.4 **Workforce Training**. The Privacy Officer, Contact Person and/or Security Officer will provide special HIPAA training to Authorized Employees to the extent that the Employer is receiving, using, disclosing or maintaining PHI on behalf of the Plan. HIPAA training will include developing training schedules and programs so that Authorized Employees receive the training necessary and appropriate to permit them to carry out their functions with respect to the Plan in a manner that complies with HIPAA and these Privacy and Security Policies and Procedures. If training is necessary, then:

(a) This document shall serve as the training materials and the Privacy Officer may develop any additional materials deemed necessary to train Authorized Employees on compliance with the requirements of this Policy and the standards, implementation specifications and other requirements of the HIPAA Rules. The Privacy Officer shall maintain a copy of any such training materials.

(b) Any new designated Authorized Employees shall complete HIPAA training within 30 days of becoming an Authorized Employee. Material changes in these HIPAA Policies will necessitate retraining within 90 days of the material change.

(c) All training will be documented by a signed copy of an Employee Confidentiality Agreement. The Employee Confidentiality Agreement is available from the Privacy Officer and will be retained for at least six (6) years in the employee file.

Section 2.5 **Technical and Physical Safeguards and Firewall**. The Employer and Authorized Employees will take reasonable steps to protect PHI in any form (paper, electronic, etc.) from unauthorized use, access or disclosure. The following technical and physical safeguards are established to prevent PHI or EPHI from intentionally or unintentionally being used or disclosed in violation of HIPAA and these Policies and Procedures:

(a) Personnel Security. The Privacy Officer will maintain a record of the names of all Authorized Employees.

(b) Computer System Management. To the extent that the Employer, on behalf of the Plan, transmits or maintains any EPHI, then the specific security measures outlined in Section 2.7 shall apply. Generally, there are various gate-keeping mechanisms on the Employer's computer system to maintain controlled access to PHI or EPHI and also to ensure the integrity of the information. They are as follows:

(1) *Virus Checking Software* - The Employer's computer network contains virus-checking software with the purpose of ensuring that information on the network will not be compromised and also prevents any security breaches.

(2) *Firewalls* – The Employer depends on security software to secure its computer files and folders located on its network drives. Each employee creates a personal password in order to access the network. Employees are not to share network passwords with others and are required to periodically change their passwords to ensure security. Employees also are instructed to logoff of the network or enable a password protected screensaver when stepping away from their workstations. The Employer instructs Authorized Employees to use the following standards to establish a complex password:

- At least six alphanumeric characters long.
- Contain characters from at least three (3) of the following four (4) groups; *upper case* (A-Z), *lower case* (a-z), *digits* (0-9), and *punctuation characters* (!@#$%^&*()_+|~-+\'{}[]:";"<>?,./)(;).
- Not a word in any language, slang, dialect, or jargon.
- Not based on personal information such as family names.
- Do not use the same password for Employer accounts as use for Employee's non-Employer accounts (personal ISP account, securities trading, benefits, etc.).
- Where possible, use different passwords for different Employer access needs.
- Do not reveal or share password(s) with anyone, including administrative assistants or secretaries. All passwords are to be treated as confidential Employer information.
- Do not use the "Remember Password" feature of applications (e.g., Outlook).
- Do not write passwords and store them in Employee's office. Do not store passwords in any computer file, including Palm Pilots or similar devices, without encryption.

(c) WorkStation and Paper Records Security. Authorized Employees are instructed to lock all records and documents containing PHI in a security approved location before leaving the desk and to remove PHI from sight of non-authorized individuals immediately when approached. Each location/department shall make reasonable efforts to ensure that visual PHI is protected from unauthorized disclosure. This should include reasonable positioning of computer screens and other devices that display PHI to limit unauthorized view. Files and documents that are to be discarded should be placed in designated locked containers for shredding or shredded. The Authorized Employee shall make a reasonable effort to ensure that exchanges that contain PHI occur in private areas.

(d) Facsimiles and Printers. Authorized Employees are instructed to transmit and receive facsimiles or printing documents containing PHI in a manner which ensures the security and privacy of such PHI, including personally sending and/or receiving such facsimiles, promptly removing it from printers and facsimile machines and not leaving it on counter tops and desktops in unsecure areas. Printers and facsimile machines will be located in areas that minimize exposure of PHI to unauthorized persons.

(e) Internal Audit Procedures. At least once each year, the Privacy Officer will verify that no one other than Authorized Employees has access to electronic key cards, computer passwords, or file cabinet keys to areas containing PHI or EPHI. The Privacy Officer also will audit all authorization forms once each year to ensure validity. Those which are no longer valid will be maintained in a separate file for six years.

(f) Authorized Employee Termination Procedures. When an Authorized Employee leaves the Employer, the Human Resources Department will meet with such Authorized Employee on the last day and follow the termination checklist to deny future access to PHI. Items relevant to PHI on the checklist include:

- Information Systems Department removes the terminated employee's network access, e-mail access, and voice mail system access at the end of the last business day of employment; and

- the terminated employee turns in any electronic key cards and/or file cabinet keys on the last day of employment.

(g) Inquiry Procedure. Inquiries involving PHI from spouses, parents, providers and other individuals will be directed to the Contact Person. The Contact Person will require an Authorization form or power of attorney documentation before assisting an individual in his or her inquiries about a Participant's records containing PHI, unless such individual is the parent of a minor, dependent child. Once an Authorization form is completed, the Employer will keep it on file and it will remain in effect unless revoked.

Provider inquiries regarding verification of coverage and benefits relating to the release of a Participant's PHI generally will be directed to the applicable third party administrator for the Plan.

Section 2.6 **Security Risk Analysis**. The Plan has no employees. All of the Plan's functions, including creation and maintenance of its records, are carried out by the Authorized Employees of the Employer, insurers and/or by Business Associates. The Plan does not own or control any of the equipment or media used to create, maintain, receive and transmit EPHI relating to the Plan, or any facilities in which such equipment and media are located. Such equipment, media and facilities are owned or controlled by the Employer, insurers and/or Business Associates. Accordingly, the Employer, insurers and/or Business Associates create and maintain all of the EPHI relating to the Plan, own or control all of the equipment, media and facilities used to create, maintain, receive or transmit EPHI relating to the Plan and has control of its employees, agents and subcontractors that have access to EPHI relating the Plan. The Plan has no ability to access or modify any potential risks and vulnerability to the confidentiality, integrity and availability of EPHI relating to the Plan – that ability lies solely with the Employer, insurers and/or any appointed Business Associate.

Because the Plan has no access to or control over any EPHI relating to the Plan, the Plan will not directly implement most of the security standards (including the implementation specifications associated with them) established under HIPAA and set out in Subpart C of 45 CFR Part 164. However, the Plan, through the Employer, has implemented the following security measures:

(a) Appointed a Security Officer (see Section 2.2).

(b) Performed and documented this security risk analysis (as set forth in this Section 2.6 and Section 2.7).

(c) Entered into a Business Associate Agreement that requires the Business Associate to implement certain security standards with respect to EPHI maintained or transmitted by the Business Associate (see Section 3.5).

(d) Adopted a Plan Amendment under which the Employer certifies and agrees to implement certain security measures with respect to EPHI maintained or transmitted by the Employer, as plan administrator (see Sections 2.7 and 2.13).

(e) Instructed the Security Officer to periodically perform a security evaluation to determine whether there are any administrative, environmental or operational changes affecting the security of EPHI that would require a change in this security risk analysis.

Section 2.7 **The Employer's Security Obligations**. The Plan, through the Employer, has entered into third party administrative and business associate agreements with Business Associates and/or entered into fully-insured contracts with insurance carriers to perform all administrative functions on behalf of the Plan. As a result, the Authorized Employees of the Employer generally will not use, maintain, disclose or transmit PHI or EPHI on behalf of the Plan. The Employer, in its capacity as the employer, typically will have access only to certain enrollment and disenrollment information regarding the Plan's participants (including participant name, social security number and election amount under the Plan) and to Summary Health Information.

However, if the Employer maintains or transmits any EPHI in relation to administering the Plan, the Employer will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI, and it will ensure that any agents (or subcontractors) to whom it provides such EPHI agree to implement reasonable and appropriate security measures to protect the information. The Employer will report to the appointed Security Officer any Security Incident of which it becomes aware and will implement reasonable and appropriate security measures to ensure that only Authorized Employees have access to EPHI. The Employer will satisfy its security obligations, if any, described in this paragraph by implementing those security standards and implementation specifications (as summarized in Attachment A and further set forth in HIPAA) that it deems reasonable and appropriate for the security of any EPHI that the Employer actually maintains or transmits on behalf of the Plan.

Section 2.8 **Complaint Procedures**. Any complaints regarding a violation of the HIPAA privacy standards should be reported to the Contact Person and any complaints regarding a violation of the security standards should be reported to the Security Officer. The complaint must be in writing and must describe the acts or omission the individual believes to have occurred, the date the act or omission occurred, the description of the PHI affected and how it was affected, and the name(s) of anyone who may have improperly been provided with the PHI. The complaint will be date-stamped upon receipt.

The Contact Person or Security Officer will investigate and resolve any such complaint within a reasonable time period (i.e. generally within thirty (30) days from receipt of the complaint, but if additional time is necessary, the individual generally will be notified of the delay and informed of the expected timeframe for completion of the review). All complaint investigations will be handled confidentially and involve only those individuals necessary to complete the investigation. Confidentiality of the person who discloses an alleged breach of privacy or security standards will be maintained where possible, but cannot be guaranteed as the investigation may require discussion with witnesses or other involved individuals.

If there are no findings in the investigation to substantiate the complaint, the Contact Person or Security Officer will communicate this to the complainant in writing. However, if there are findings to support the complaint, the Contact Person or Security Officer will work to resolve the complaint in a manner consistent with these Policies and Procedures, including:

- Determining if performance or training needs to be improved, if a change in the departmental operation is needed, and if any sanction, mitigation efforts or reporting to other entities is required;
- Notifying appropriate administrative representative, staff or committees of the action needed; and
- Initiate employee discipline action as necessary in accordance with Section 2.9 below.

It is the Employer's intention to resolve all supported complaints in a timely and efficient manner.

Section 2.9 **Sanctions for Violations of Privacy or Security Standards**. Any individual who is found to use or disclose PHI or EPHI in violation of these HIPAA Privacy and Security Policies and Procedures will be disciplined in accordance with the Employer's Rules and Regulations, General Policies, or Code of Conduct/Ethics Policy, which could include disciplinary notification placed in employee file, suspension, or immediate discharge of employment. The type of discipline issued will be determined based upon the factors of the situation to include the severity and impact of the violation or breach of security.

For example, the Privacy or Security Officer may, in its discretion, take the following disciplinary action in response to the following breaches:

- Sanction: Disciplinary notification placed in file if there is an inadvertent and inappropriate release of PHI within the Plan's Workforce or to a business associate or other covered entity.

- Sanction: Disciplinary notification placed in file and possible suspension if there is an inadvertent and inappropriate release of PHI to an external source other than a business associate or other covered entity.

- Sanction: Disciplinary notification placed in file, suspension, and possible discharge if there is a deliberate and inappropriate release of PHI.

- Sanction: Immediate discharge if there is a deliberate and inappropriate release of PHI with intent to harm the individual or intent of financial gain.

Section 2.10 **Mitigation of Inadvertent Disclosures**. The Employer will mitigate, to the extent possible, any harmful effects that become known to it of a use or disclosure of any Participant's PHI or EPHI in violation of these HIPAA Privacy and Security Policies and Procedures. As a result, the Employer will instruct employees who become aware of a disclosure of PHI or EPHI, either by an employee of the Employer or an outside party that is not in compliance with HIPAA to immediately contact the Privacy or Security Officer so that the

appropriate steps to mitigate the harm to the Participant can be taken. Mitigation of any harmful effects known to the Plan is at the discretion of the Privacy Officer but may involve:

- Apologies;
- Requests to other entities for special safeguards;
- Requests to other entities for retrieval of PHI; and/or
- Financial penalties.

Section 2.11 Notification Requirements in the case of Breach of Unsecured PHI.

(a) To the extent required by the American Recovery and Reinvestment Act of 2009 (ARRA), the Plan (through the Privacy Officer) shall undertake certain notification obligations upon discovering a Breach of Unsecured PHI. These notification obligations under ARRA will apply to Breaches that have occurred on or after 30 calendar days from the publication of the Department of Health and Human Services (DHHS) interim final regulations issued on August 24, 2009 (i.e. September 23, 2009).

(b) If the Plan undertakes steps to secure PHI through the use of technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals, then the Plan will not be required to satisfy the notification obligations upon a Breach of secured PHI. On August 24, 2009, DHHS issued guidance regarding the securing of PHI, which can be found at http://www.hhs.gov/ocr/privacy (or Federal Register Vol. 74, No. 162, page 42740, Aug. 24, 2009) and will be annually updated by HHS.

(c) In the case of a Breach of Unsecured PHI, the Plan must provide notice to the affected individuals without unreasonable delay and in no case later than 60 days after discovery of the Breach of Unsecured PHI. A Breach shall be treated as discovered by the Plan as of the first day on which such Breach is known to the Plan, or by exercising reasonable diligence, would have been known to the Plan. The Plan will be deemed to have knowledge of a Breach if such Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the Breach) who is a workforce member or agent of the Plan.

(d) The Plan's notice of the Breach to the affected individual must be written in plain language and include:

(1) a brief description of the events surrounding the breach, including the date of Breach and the date of discovery of the Breach, if known;

(2) a description of the types of information involved (such as full name, social security number, date of birth, home address, account number, disability code, or other types of information that were involved);

(3) any steps individuals should take to protect themselves from the potential harm arising from the Breach;

(4) a description of the steps the Plan is taking to investigate and mitigate the harm and to protect against further Breaches; and

(5) contact procedures for individuals to ask questions or learn additional information, which must include a toll-free telephone number, an e-mail address, Web-site or postal address.

(e) The notice must be delivered using a method consistent with ARRA and additional guidance by ARRA, including:

(1) Written notice to the individual at the last known address of the individual by first-class mail (or by electronic mail if specified or agreed to by the individual).

(2) If the Plan knows the individual is deceased and has the address of the next of kin or personal representative of the individual, written notification to the next of kin or personal representative.

(3) In the case in which there is insufficient or out-of-date contact information for fewer than 10 individuals, a substitute form of notice that is reasonably calculated to reach affected individuals must be provided (e.g. by phone or other means).

(4) In the case in which of 10 or more individuals for which there is insufficient contact information, then substitute notice must either be in the form of a conspicuous posting (for a period of 90 days) on the home page of the website of the Employer, or notice in a major print or broadcast media in geographical areas where the individuals affected by the Breach are likely to reside. Such notice must include a toll-free phone number that remains active for at least 90 days where an individual can learn whether the individual's unsecured PHI may be affected by the Breach.

(5) In the case deemed by the Plan to require urgency because of possible imminent misuse of the Unsecured PHI, the Plan may provide the notice by telephone or other means, as appropriate, in addition to providing the written notice referenced above.

(f) If the Breach of Unsecured PHI involves less than 500 individuals, the Plan must maintain a log and annually submit such log not later than 60 days after the end of each calendar year to the DHHS in the manner specified on the DHHS Website.

(g) If the Breach of Unsecured PHI is reasonably believed to affect more than 500 individuals, notice also must be provided to prominent local media outlets for publication within the State or jurisdiction in which the affected individuals reside. The Plan must notify the media without unreasonable delay and in no case later than 60 calendar days after discovery of the Breach. The Plan also must, contemporaneously with the written notice provided to the affected individuals, also notify the DHHS in the manner specified on the DHHS Website. (Media and DHHS notification may be delayed under certain law enforcement delay requests as set forth in 45 CFR §164.412). DHHS will establish a website listing such Breaches.

Section 2.12 **No Retaliation or Waivers**. The Employer may not intimidate, threaten, coerce, discriminate against or take other retaliatory action against individuals for exercising their rights,

filing a complaint, participating in an investigation or opposing any improper practice under HIPAA.

No individual will be required to waive his or her privacy rights under HIPAA as a condition of treatment, payment, enrollment or eligibility.

Section 2.13 Notice of Privacy Practice.

(a) The Employer, on behalf of the Plan, will develop and maintain a Notice of Privacy Practices that includes:

- The header language required by the HIPAA Rules.
- A description of the types of Uses and Disclosures the Plan is permitted to make for Treatment, Payment and Health Care Operations with an example of each.
- A description of each of the other purposes for which the Plan is permitted or required to use PHI without individual authorization.
- A description of any more stringent law that might prohibit or materially limit Use and Disclosure as described in the Notice.
- Sufficient detail to place the individual on notice of allowable and required Uses and Disclosures.
- A statement that all other Uses and Disclosures may be made only with individual authorization and the individual's right to revoke authorization.
- A description of the individual's rights with respect to PHI and how to exercise those rights.
- A statement that the Plan is required by law to maintain the privacy of PHI and to provide individuals with notice of its legal duties and privacy practices with respect to PHI.
- A statement that the Plan is required to abide by the terms of the Notice currently in effect.
- A statement of the Plan's right to change the terms of the Notice and how individuals will be notified of a change.
- A statement of how the individual may complain to the Plan and to the Secretary of DHHS.
- The name, title, telephone number of the person or office to contact for further information.
- The effective date of the Notice.

- A statement that the Plan may disclose PHI to the Plan Sponsor.

(b) The Notice will be individually delivered to all Participants and may be included with other information or mailings sent to the Participants. It may be included with paychecks, newsletters, enrollment materials, or Summary Plan Descriptions (SPDs); however, it may not be included or combined with a privacy Authorization form. It is not necessary to deliver a notice to all covered dependents as delivery to a covered employee is effective for all his or her dependents.

To the extent other employment notices are electronically posted, the Employer will also electronically post the Notice of Privacy Practices at the same location. This is not, however, a substitute for the required, individually delivered notice, and any individual who is the recipient of an electronic Notice retains the right to obtain a paper copy of the Notice upon request. The Notice of Privacy Practice will be sent to Participants as follows:

- to all Participants in the Plan no later than April 14, 2003;
- to any new Participant who enrolls in the Plan after the date that the Notice was initially provided to all Plan Participants; and
- to all Participants within 60 days after a material change to the Notice.

The Employer also will inform Participants of the availability of this Notice of Privacy Practices at least **once** every **three** years.

(c) Revisions to the Notice must be approved by the Privacy Officer. The Privacy Officer will evaluate whether a revision is material and whether the Notice must be redistributed.

Section 2.14 **Plan Document and Employer Certification**. The Plan may disclose PHI to the Employer only after the Employer has adopted a HIPAA Privacy Plan Amendment that incorporates the following provisions and under which the Employer expressly agrees to:

- Not use or further disclose PHI other than as permitted by the Plan or as required by law;
- Ensure that any agents, including a subcontractor, to whom it provides PHI agree to the same restrictions and conditions that apply to the Employer with respect to such PHI;
- Not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
- Report to the Privacy Officer any use or disclosure of the PHI that is inconsistent with the uses or disclosures for which the PHI was provided of which it becomes aware;
- Make available to an individual PHI about the individual, as required by law;

- Make PHI available for amendment by the individual and incorporate amendments requested by the individual, as required by law;

- Make available the information needed to account for disclosures of PHI;

- Make available to the Secretary of DHHS its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan for purposes of determining the Plan's compliance with the privacy standards of HIPAA;

- If feasible, return or destroy all protected health information received from the Plan that the Employer still maintains in any form and retain no copies of such PHI when it is no longer needed for the purpose for which it was disclosed, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make it unfeasible to return or destroy the PHI;

- Ensure that there is adequate separation between the Plan and the Employer in order to comply with these restrictions on the use or disclosure of PHI or the security of EPHI; and

- To the extent that the Employer creates, receives, maintains or transmits any EPHI on behalf of the Plan, the Employer will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI, and it will ensure that any agents (including subcontractors) to whom it provides such EPHI agree to implement reasonable and appropriate security measures to protect the information.

Section 2.15 **Amendment or Termination of Policies or Procedures**. The Employer reserves the right to amend, change or terminate these Policies or Procedures at any time without notice. No third party rights (including but not limited to Plan Participants, beneficiaries or Business Associates) are intended to be created by these Policies and Procedures. To the extent these Policies and Procedures establish requirements and obligations above and beyond those required by HIPAA, the Policies and Procedures will be aspirational and will not be binding upon the Employer.

Section 2.16 **Documentation and Record Retention**. The Employer, on behalf of the Plan, implements these HIPAA Privacy and Security Policies and Procedures to document its compliance efforts with HIPAA. The Privacy Officer will periodically review and update these Policies and Procedures as necessary in response to environmental or operational changes affecting the privacy or security of PHI or EPHI or changes in applicable law; the Privacy Officer will promptly document any such changes. If a communication is required by the HIPAA Rules or the Plan's Policies and Procedures to be in writing, the Privacy Officer shall maintain or cause to be maintained such writing, or an electronic copy as documentation. If the Plan is required by the HIPAA Rules or the policies and procedures to document an action, activity or designation, the Privacy Officer shall maintain or cause to be maintained a written or electronic record of such action, activity or designation. The Privacy Officer also will follow the

Documentation Procedure, as defined in Section 5.10. Any documentation may be maintained in written or electronic form.

The Employer will maintain a record of these HIPAA Privacy and Security Policies and Procedures and all other HIPAA documentation (including the HIPAA Plan Amendment, Notice of Privacy Practices, Business Associate Agreements, Authorizations, complaints, and any required documentation of certain uses or disclosures of PHI) for a period of at least six years from the date of creation or the date last in effect, whichever is later. These Policies and Procedures will be made available to any person responsible for implementing the procedures to which the documentation pertains, including the Privacy or Security Officer, any Authorized Employee or any Business Associate.

ARTICLE III
POLICIES ON USE AND DISCLOSURE OF PHI

Section 3.1 **General Policy**. The Employer intends to comply fully with HIPAA and to require all members of the Employer's workforce to comply with these HIPAA Privacy and Security Policies and Procedures. Reference to PHI throughout this Article III will include a reference to EPHI to the extent any EPHI is transmitted or maintained by the Employer on behalf of the Plan. Access to PHI will be limited to those members of the Employer's workforce, who as part of their job responsibilities, need to have access to PHI for Plan administrative purposes. These workforce members/job classifications are named in Section 2.3 above and are referred to as Authorized Employees.

Section 3.2 **Permitted Uses or Disclosures of PHI**.

(a) Plan Administration Functions.

(1) An Authorized Employee may use and disclose a Plan Participant's PHI to perform the Plan's own payment, operation, audit or other administration activities. Permitted disclosures pursuant to these activities include:

- eligibility and coverage determinations including coordination of benefits and adjudication or subrogation of health benefit claims;
- risk adjusting based on enrollee status and demographic characteristics;
- billing, claims management, collection activities, payment activities, obtaining payment under a contract for reinsurance (including stop-loss insurance and excess loss insurance) and related health care data processing;
- reviewing health plan performance;
- underwriting and premium rating;
- business planning and development; and
- business management and general administrative activities.

(2) PHI may also be disclosed to another covered entity (e.g. a health care provider, insurance broker/agent) for purposes of the other covered entity's payment activities, quality assessment and improvement, case management, or health care fraud and abuse detection programs, if the other covered entity has (or had) a relationship with the Participant and the PHI requested pertains to that relationship.

(b) Mandatory Disclosures of PHI. A Participant's PHI must be disclosed in two situations:

(1) The individual who is the subject of the PHI requests disclosure of PHI. Prior to any disclosure under this paragraph, the Employer will follow the procedures outlined in Section 4.1 regarding a Participant's request for access to PHI.

(2) The Department of Health and Human Services (DHHS) requests disclosure of PHI for purposes of enforcing the provisions of HIPAA. Prior to any disclosure to DHHS, the Employer will follow the Verification Procedure (see Section 5.24).

(c) Permissive Disclosures of PHI. A Participant's PHI may be disclosed for the following reasons:

(1) Disclosures may be made about victims of abuse, neglect, or domestic violence (i) if the individual agrees to the disclosure or (ii) the disclosure is expressly authorized by statute or regulation and the disclosure prevents harm to the individual (or the victim), or the individual is incapacitated and unable to agree, and the PHI will not be used against the individual and is necessary for any imminent enforcement activity. With respect to sub-paragraph (ii), the individual will be promptly informed of the disclosure unless this would place the individual at risk or if informing would involve a personal representative who is believed to be responsible for the abuse, neglect or violence.

(2) For judicial and administrative proceedings in response to (i) an order of a court or an administrative tribunal or (ii) a subpoena, discovery request or other lawful process, not accompanied by a court or administrative order, upon receipt of assurances that the individual has been given notice of the request or that the party seeking the information has made reasonable efforts to receive a qualified protective order.

(3) To a law enforcement official for law enforcement purposes, under the following conditions:

- Pursuant to a process and as otherwise required by law, but only if the information sought is relevant and material, the request is specific and limited to amounts reasonably necessary, and it is not possible to use de-identified information.

- Information requested is limited information to identify or locate a suspect, fugitive, material witness or missing person.

- Information about a suspected victim of a crime (i) if the individual agrees to disclosure; or (ii) without agreement from the individual, if the information is not to be used against the victim, if need for information is urgent, and if disclosure is in the best interest of the individual.

- Information about a deceased individual upon suspicion that the individual's death resulted from criminal conduct.

- Information that constitutes evidence of criminal conduct that occurred on the Employer's premises.

(4) To Appropriate Public Health Authorities for Public Health Activities.

(5) To a Health Oversight Agency for Health Oversight Activities, as authorized by law.

(6) To a Coroner or Medical Examiner About Decedents, for the purpose of identifying a deceased person, determining the cause of death or other duties as authorized by law.

(7) For Cadaveric Organ, Eye or Tissue Donation Purposes, to organ procurement organizations or other entities engaged in the procurement, banking, or transplantation of organs, eyes or tissue for the purpose of facilitating transplantation.

(8) For Certain Limited Research Purposes, provided that a waiver of the authorization required by HIPAA has been approved by an appropriate privacy board.

(9) To Avert a Serious Threat to Health or Safety, upon a belief in good faith that the use or disclosure is necessary to prevent a serious and imminent threat to the health or safety of a person or the public.

(10) For Specialized Government Functions, including disclosures of an inmates' PHI to correctional institutions and disclosures of an individual's PHI to authorized federal officials for the conduct of national security activities.

(11) For Workers' Compensation Programs, to the extent necessary to comply with laws relating to workers' compensation or other similar programs.

(d) Minimum Necessary Standard, Documentation Procedure and Privacy Officer Approval. Any use or disclosure of PHI permitted or required under this Section 3.2 will satisfy the Minimum Necessary Standard and follow the Documentation Procedure. An Authorized Employee will receive the Contact Person's approval prior to the use or disclosure of PHI under any of the circumstances specified in Section 3.2(a)(2), (b) and (c).

Section 3.3 Use or Disclosure for Purposes of Non-Health Benefits. Generally, a Participant's PHI may not be used for purposes of payment, operation or other administrative functions of the non-healthcare components of the Plan and the Employer's other non-health

benefit plans (e.g. disability and life insurance, etc), or of any other non-Plan activity such as employment related decisions, unless each of the following requirements are satisfied:

(a) An Authorization is received;

(b) The Privacy Officer approves the use or disclosure for non-Plan purposes;

(c) The disclosure satisfies the Minimum Necessary Standard; and

(d) The Documentation Procedures are followed.

Section 3.4 **Disclosures of PHI Pursuant to an Authorization**. PHI may be used or disclosed for any purpose if the Participant provides an Authorization. If the Employer uses or discloses PHI pursuant to an Authorization, the following policy or procedure will apply:

(a) The Employer will use or disclose PHI only in a manner that is consistent with the terms and conditions set for in the Authorization.

(b) The Employer will verify that the Authorization form is valid. An Authorization is valid only if each of the following conditions are satisfied:

(1) The form is properly signed and dated by the individual or the individual's authorized representative;

(2) The form contains an expiration date which is a specific date (e.g. January 1, 2013), a specific time period (e.g. one year from the date of signature) or an event directly relevant to the individual or the purpose of the use or disclosure (e.g. for the duration of the individual's Plan coverage);

(3) The form is not expired or revoked;

(4) The form contains a description of the PHI to be used or disclosed;

(5) The form contains the name of the entity or person authorized to use or disclose PHI;

(6) The form contains a statement regarding the individual's right to revoke the Authorization and the procedures for revoking Authorizations; and

(7) The form contains a statement regarding the possibility for a subsequent re-disclosure of PHI.

(8) A statement to the effect that the Plan may condition enrollment in the Plan or eligibility for benefits from the Plan on provision of an authorization requested by the Plan prior to an individual's enrollment in the health plan, if the authorization sought is for the Plan's eligibility or enrollment determinations relating to the individual or for the Plan's underwriting or risk rating determinations and the authorization is not for a use or disclosure of psychotherapy notes.

(c) The Employer will follow the Verification and Documentation Procedures for each Authorization.

Section 3.5 Disclosures of PHI to Business Associates.

(a) The Plan may contract with individuals or entities known as Business Associates to perform various functions or to provide certain types of services on the Plan's behalf. In order to perform these functions or provide these services, the Business Associates will receive, create, maintain, transmit, use and/or disclose a Participant's PHI or EPHI. HIPAA requires that all Business Associates agree in writing with the Plan to comply with HIPAA's privacy and security rules in connection with any PHI or EPHI.

The Privacy Officer will identify all Business Associates and ensure that a Business Associate Agreement has been executed between the Plan (or the Employer, on behalf of the Plan) and the applicable Business Associate. The Business Associate Agreement will contain the following terms:

(1) Limit the Business Associate's uses and disclosures to solely those uses and disclosures that would be allowed for the Plan under HIPAA, and prohibit the Business Associate from disclosing such information further;

(2) Require the Business Associate to implement safeguards to prevent the improper use and disclosure of PHI;

(3) Require the Business Associate to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI that the Business Associate creates, receives, maintains or transmits on behalf of the Plan;

(4) Require the Business Associate to report to the Plan (through the Privacy or Security Officer) any improper use or disclosure of PHI, or any Security Incident of which the Business Associate becomes aware;

(5) Require the Business Associate to notify the Plan of any Breach of Unsecured PHI without unreasonable delay and in no case later than 60 calendar days after discovery of the Breach. A Breach shall be treated as discovered by a Business Associate as of the first day on which such Breach is known to the Business Associate, or, by exercising reasonable diligence, would have been known to the Business Associate. A Business Associate shall be deemed to have knowledge of a Breach if such Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the Breach) who is an employee, officer or other agent of the Business Associate. The Business Associate's notice to the Plan under this paragraph shall, to the extent possible, include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach and provide any other available information to the Plan to enable the Plan to satisfy its Breach notification obligations under Section 2.11 above;

(6) Require the Business Associate to impose the same requirements on all of the Business Associate's subcontractors;

(7) Require the Business Associate to make available PHI in compliance with the individuals' rights to access, amend and receive an accounting related to PHI;

(8) Require the Business Associate to make its internal books and records available to DHHS for purposes of determining the covered entity's compliance with HIPAA;

(9) Require the Business Associate to return or destroy PHI or EPHI, if feasible, upon the termination of the relationship between the Business Associate and the Plan; and

(10) Authorize the Plan to terminate the Business Associate Agreement if the Business Associate has violated a material term of the Agreement, or if termination of the Agreement is not feasible, the Plan may report the Business Associate's violation of HIPAA to DHHS.

(b) Before providing any PHI or EPHI to a Business Associate, an Authorized Employee will:

(1) Contact the Privacy Officer and verify that a Business Associate Agreement is in place;

(2) Disclose PHI in a manner that is consistent with the applicable Business Associate Agreement; <u>and</u>

(3) Satisfy the Minimum Necessary Standard and follow the Documentation Procedure.

(c) <u>Privacy Violations by a Business Associate</u>

(1) If a Plan employee or other staff personnel knows or has reason to believe that a Business Associate of the Plan is inappropriately using or disclosing PHI, whether the PHI was received by the Plan or not, the employee or other staff personnel is required to notify the Privacy Officer immediately regarding the suspected violation.

(2) Upon receiving notice of an alleged or actual violation of a Business Associate Agreement from any source, including notice obtained through individual complaints and reports from Plan personnel, the Privacy Officer will initiate a review of the conduct or activities at issue.

(3) If the Privacy Officer determines that the complaint, report or other form of notice contains substantial and credible evidence of violations by a Business Associate, the Privacy Officer will commence a formal investigation into the conduct or activities of the Business Associate.

- If the investigation reveals that a Business Associate has violated its agreement with the Plan, the Privacy Officer shall notify legal counsel immediately.

- If the Privacy Officer and/or legal counsel determine that the Business Associate has committed a material breach or violation of its obligations under the Business Associate Agreement, the Privacy Officer, with the assistance of legal counsel, must take reasonable steps to remedy the breach or terminate the contract of a Business Associate when feasible. If termination of the contract is not feasible, the Plan must report the problem to the Secretary of DHHS.

Section 3.6 **Requests for Disclosure of PHI from Family Members or Friends**. The Plan and Employer will not disclose PHI to family and friends of a Participant except as follows:

(a) The spouse, family member or personal friend is either the parent of the Participant who is a minor child or the personal representative of the Participant, **and** the procedures outlined in Section 4.1, regarding a Participant's request for access to PHI, and the Verification Procedures (see Section 5.24) are followed.

(b) All other requests from a third party to access PHI of a Participant, requires an Authorization.

Section 3.7 **Disclosures of De-Identified Information**. The Plan and the Employer may freely use and disclose De-identified Information. Prior to any use or disclosure, the Privacy Officer or Contact Person will verify that the information qualifies as De-identified Information.

It is the policy of the Plan to consider requests for production and sharing (pursuant to a data use agreement) of limited data sets for the purpose of research, public health or health care operations. The Plan retains complete discretion as to whether to disclose a limited data set.

Section 3.8 **Limited Data Sets.**

It is the policy of the Plan to consider requests for production and sharing (pursuant to a data use agreement) of limited data sets for the purpose of research, public health or health care operations. The Plan retains complete discretion as to whether to disclose a limited data set.

The Plan may use PHI to create a limited data set that meets the requirements of §164.514(e)(2) of the HIPAA Rules or disclose PHI only to a business associate for such purpose.

(a) Limited data sets must meet the requirements of §164.514(e)(2) and (e)(3) of the HIPAA Rules.

(b) The recipient of a limited data set must enter into a data use agreement that meets the requirements of §164.514(e) of the HIPAA Rules.

(c) If we know of a pattern of activity or practice of the limited data set recipient that constitutes a breach of the data use agreement, we must take reasonable steps to cure by placing the recipient on written notice of the breach and specifying a cure period.

(d) If any breach remains uncured, we will discontinue the data use agreement and make a report to the Secretary of DHHS.

ARTICLE IV
POLICIES AND PROCEDURES ON INDIVIDUAL RIGHTS

Section 4.1 **Access to PHI**. Under HIPAA, each Participant has the right to access and obtain copies of his or her own PHI that the Plan (or the Plan's Business Associates) maintains in Designated Record Sets. A Participant (or the minor Participant's parent or Participant's personal representative) may request access to PHI by providing the Contact Person with a written request for access to PHI and must specify the designated record set requested, in whole or in part, as:

- medical records
- billing records
- enrollment information
- payment information
- claim adjudication records

The Employer (on behalf of the Plan) may charge a reasonable fee for copying, mailing, or summarizing the requested PHI. Upon receipt of a written request to access PHI, the Contact Person will take each of the following steps:

(a) The Contact Person will follow the Verification Procedure (see Section 5.24).

(b) The Contact Person will review and verify that the requested PHI is held in the Participant's Designated Record Set (see Section 5.9). If the requested information is not within the Designated Record Set, the Contact Person may deny the request.

(c) The Contact Person will review the request to determine if an exception to the disclosure exists. Circumstances under which access may be denied and no review of the denial request is required by HIPAA include:

- the information requested is psychotherapy notes;
- the information requested is compiled in anticipation of or for the use in a legal proceeding;
- the disclosure would violate the HIPAA Privacy Rule; or
- the information was obtained by someone other than a health care provider under a promise of confidentiality and access would be reasonably likely to reveal the source of information.

Access to an individual's PHI also may be denied under the following conditions:

- a licensed health care professional (LHCP) has determined that the access is reasonably likely to endanger the life or physical safety of the individual or another person;

- the information requested makes reference to another person and a LHCP has determined that the access is reasonably likely to cause substantial harm to the other person; or
- the request is made by the individual's personal representative and the LHCP has determined that the access is reasonably likely to cause substantial harm to the individual or another person.

In these cases, the individual has the right to have the denial reviewed by a LHCP appointed by the Employer who did not participate in the original decision to deny access. An appeal of denial of access to PHI will be addressed to the Contact Person.

(d) The Contact Person will respond to the request by providing the requested PHI or denying the request within 30 days (60 days if the information is maintained off-site). If the requested PHI cannot be accessed within the 30-day (or 60-day) period, the deadline may be extended for 30 days by providing written notice to the Participant within the original 30- or 60-day period of the reasons for the extension and the date by which the Employer will respond.

(e) Any denial of a request for access to PHI will first be approved by the Privacy Officer. A denial of a request to access PHI will include:

- the basis for the denial;
- a statement of the individual's right to request a review of the denial, if applicable; and
- a statement of how the individual may file a complaint concerning the denial.

(f) Before honoring a request to access PHI, the Contact Person will advise the individual of any cost associated with the provision of PHI. If the individual agrees to pay for the cost, the Contact Person will provide the requested PHI in the form of format requested by the individual, if readily producible in such form. Otherwise, the Contact Person will provide the requested PHI in a readable hard copy or such other form as is agreed to by the individual. Generally, the requested PHI may be mailed or e-mailed to the requesting party or inspected at the Contact Person's office, and to the extent required by ARRA, the individual shall have the right to receive any Electronic Health Records in an electronic format selected by the Plan.

(g) The Contact Person will follow the Documentation Procedure.

Section 4.2 **Right to Amend PHI**. Under HIPAA, each Participant has the right to request an amendment to his or her own PHI that the Plan (or the Plan's Business Associates) maintains in Designated Record Sets. A Participant (or the minor Participant's parent or Participant's personal representative) may request to amend PHI by providing the Contact Person with a written request to amend PHI, which includes the reason to support the requested amendments. Upon receipt of a written request to amend PHI, the Contact Person will take each of the following steps:

(a) The Contact Person will follow the Verification Procedure (see Section 5.24).

(b) The Contact Person will respond to a request for amendment within 60 days by informing the individual in writing that the amendment will be made or that the request is denied. If a determination cannot be made within the 60-day period, the deadline may be extended for 30 days by providing written notice to the Participant within the original 60-day period of the reasons for the extension and the date by which the Employer will respond.

(c) A request for amendment may be denied if:

- the PHI was not created by the Plan, unless the originator of the PHI is no longer available to act on the requested amendment;
- the PHI is not part of the Designated Record Set (see Section 5.9);
- the PHI is otherwise unavailable for inspection under HIPAA (for the reasons specified in Section 4.1(c) above); or
- the PHI is accurate and complete.

(d) The denial of a Participant's request to amend PHI will include:

- the basis for denial;
- the Participant's right to submit a written statement disagreeing with the denial and how to file such a statement;
- the Participant's right to request that the request for amendment and the denial be included in future disclosures of PHI; and
- a statement of how the individual may file a complaint concerning the denial.

(e) If a request for amendment or correction has been denied, the Plan will permit the Participant to submit a statement disagreeing with the denial and the basis for the denial. A written rebuttal to the Participant's statement of disagreement may be prepared and a copy of the rebuttal will be provided to the Participant.

(f) When an amendment is accepted, the Contact Person will make the change in the Participant's Designated Record Set (see Section 5.9) and provide appropriate notice to the requesting party and all persons or entities listed on the requesting party's request for amendment form, if any, and also provide notice of the amendment to any person who is known to have the particular record and who may rely on the uncorrected information to the detriment of the Participant.

(g) All requests for amendment or correction, denials, statements of disagreement, and rebuttals become part of the Designated Record Set (see Section 5.9) maintained by the Plan.

Section 4.3 **Request for an Accounting of Disclosure of PHI**. Under HIPAA, a Participant has the right to obtain an accounting of certain disclosures of his or her own PHI. Upon receiving a request from a Participant (or the parent of a minor-child Participant or the

Participant's personal representative) for an accounting of disclosures, the Contact Person will take each of the following steps:

(a) The Contact Person will follow the Verification Procedure.

(b) The Contact Person will determine if the Participant requesting the accounting has already received one accounting within the 12-month period immediately preceding the date of receipt of the current request. Second and subsequent requests in a 12-month period will be subject to actual fees related to preparing, copying, and mailing such requests. When second and subsequent requests are received, the Contact Person will notify the Participant of the cost and provide an opportunity to withdraw the request.

(c) The Contact Person will respond to an accounting request within 60 days. If the accounting cannot be provided within 60 days, the deadline may be extended for 30 days by providing notice to the Participant within the original 60-day period of the reasons for the extension and the date by which the Employer will respond.

(d) The accounting will include disclosures (but not uses) of the requesting Participant's PHI made by the Plan and any of its Business Associates during the period requesting by the Participant up to six years prior to the request. The accounting will not include disclosures made:

- prior to April 14, 2003 (i.e. HIPAA's compliance date);
- to carry out treatment, payment, or health care operations;
- to the Participant about his or her own PHI;
- incident to an otherwise permitted use or disclosure;
- pursuant to an Authorization;
- for purposes of creation of a facility directory or to persons involved in the Participant's care or other notification purposes;
- as part of a limited data set (as defined by HIPAA); or
- for other national security or law enforcement purposes.

(e) If any Business Associate of the Plan has the authority to disclose a Participant's PHI, then the Contact Person will coordinate with the Business Associate to obtain an accounting of the Business Associate's disclosures.

(f) The accounting will include the following information for each reportable disclosure of a Participant's PHI:

- date of the disclosure;
- the name of the receiving party;
- a brief description of the information disclosed; and

- a brief statement of the purpose of the disclosure (or a copy of the written request for disclosure, if any).

(g) The Contact Person will follow the Documentation Procedure (See Section 5.10).

(h) Disclosures to carry out treatment, payment or health care operations generally do not have to be included in an accounting. However, ARRA creates an exception to this general rule and provides that an accounting of disclosures to carry out treatment, payment or health care operations is required if the Plan uses Electronic Health Records (EHR). There is a delayed effective date for such accounting provisions under the ARRA, such that it will apply sometime between January 1, 2011 and January 1, 2014, depending on the circumstances set forth in ARRA. The Plan will comply with such EHR accounting requirements only to the extent applicable to it under ARRA.

Section 4.4 **Request for Confidential Communications**. Participants may request to receive communications regarding their PHI by alternative means or at alternative locations. For example, Participants may ask to be called only at work rather than at home. The Employer will accommodate such a request if the Participant clearly provides information that the disclosure of all or part of that information could endanger the Participant.

An individual requesting alternative communication means or locations must submit the request in writing to the Contact Person. Upon receipt of a request for alternative communications or locations, the Contact Person will take each of the following steps:

(a) The Contact Person will follow the Verification Procedure (see Section 5.24).

(b) The Contact Person or the Privacy Officer will make a determination as to whether or not the request will be accommodated.

(c) The Contact Person will notify the individual making the request within 60 days as to whether the request will be honored. If the request is denied, the Contact Person will notify the individual in writing as to why the request is being denied.

(d) All requests for alternative communication means or locations that are approved will be tracked and reviewed before any disclosures are made.

(e) All approved requests will be communicated to the appropriate third-party administrator to ensure compliance with the approved request.

(f) All requests and their disposition will be documented to include:

- date of request for alternative communication means or locations;
- a description of the reason for alternative communication means or locations; and
- a statement of the disposition of the request.

Section 4.5 **Request for Restrictions on Uses and Disclosures of PHI**. An individual, parent of a minor child, or personal representative has the right to request additional privacy protections for:

- uses or disclosures of PHI about the individual to carry out treatment, payment, or health care operations; and
- disclosures permitted for the involvement of another person in the individual's care and for notification purposes.

The Plan will consider each of these requests; however, the Plan is not required to agree to such restrictions, except in the limited case of self-payment. Effective on and after February 1, 2010, the Plan will honor an individual's request for restriction to the extent required under ARRA when the disclosure is to the Plan for the purpose of carrying out payment or health care operations (and is not for purposes of carrying out treatment) and the PHI pertains solely to a health care item or service for which the health care provider has been paid out-of-pocket in full by such requesting individual.

Other than this self-payment exception under ARRA, approvals of such requests will be made only in limited circumstances as authorized by the Contact Person or the Privacy Officer.

An individual choosing to request additional privacy protections must submit the request in writing to the Contact Person. Upon receipt of a request for restrictions, the Contact Person will take each of the following steps:

(a) The Contact Person will follow the Verification Procedure.

(b) The Contact Person or the Privacy Officer will make a determination as to whether or not the request will be accommodated.

(c) The Contact Person will notify the individual making the request within 60 days as to whether the request will be honored. If the request is denied, the Contact Person will notify the individual in writing as to why the request is being denied.

(d) All requests for restrictions that are approved will be tracked and reviewed before any disclosures are made.

(e) All approved requests for restrictions will be communicated to the appropriate third-party administrator to ensure compliance with the approved request.

(f) All requests and their disposition will be documented to include:

- date of request for restriction;
- a description of the reason for restriction; and
- a statement of the disposition of the request.

(g) The Plan may terminate its agreement to restriction, if:

- The individual agrees to or requests the termination in writing;
- The individual orally agrees to the termination and the oral agreement is documented; or
- The Plan informs the individual that it is terminating its agreement to a restriction, except that such termination is only effective with respect to created or received after it has so informed the individual.

ARTICLE V
DEFINITIONS

Throughout this document, various terms are used repeatedly. These terms have specific and definite meanings and generally have been capitalized throughout this document. Whenever these terms appear, they will have the meanings set forth below or in HIPAA.

Section 5.1 **ARRA**. The Health Information Technology for Economic and Clinical Health Act which is part of the American Recovery and Reinvestment Act of 2009 and related regulations or guidance promulgated thereunder.

Section 5.2 **Authorization**. A Participant's written authorization for the use or disclosure of his or her PHI, which satisfies the requirements specified in Section 3.4(b) above.

Section 5.3 **Authorized Employee**. Any member of the Employer's workforce who has been authorized access to PHI or EPHI by the Employer. The Employer's workforce includes individuals who would be considered part of the workforce under HIPAA such as employees, volunteers, trainees, and other persons whose work performance is under the direct control of the Employer, whether or not they are paid by the Employer. The term "employee" includes all of these types of workers. The Authorized Employees who have been designated as such by the Employer are listed in Section 2.3.

Section 5.4 **Breach**. An unauthorized acquisition, access, use or disclosure of PHI which compromises the security or privacy of such information. For these purposes:

- An acquisition, access, use or disclosure is "unauthorized" if there is an impermissible use or disclosure of PHI under HIPAA.
- The security or privacy of PHI is compromised if the acquisition, access, use or disclosure of such PHI poses a significant risk of financial, reputational or other harm to the individual.

Notwithstanding the foregoing, a breach shall not include acquisition, access, use or disclosures of PHI made under any one of the following situations:

(1) The unauthorized acquisition, access, disclosure or use of PHI is unintentional and made by a workforce member or individual acting under authority of the Plan or its Business Associate if such acquisition, access or use was made in good

faith and within the scope of authority of the Plan or Business Associate and does not result in further use or disclosure in a manner not permitted under HIPAA.

(2) Any inadvertent disclosure occurs by a person who is authorized to access PHI within the Plan or at the Business Associate to another person authorized to access PHI within the same Plan or at the same Business Associate, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by HIPAA.

(3) A disclosure of PHI where the Plan or Business Associate has a good faith belief that an unauthorized person to whom such PHI is disclosed would not reasonably have been able to retain such information.

(4) The acquisition, access, use or disclosure of PHI involved a limited data set that excludes the 16 direct identifiers listed in HIPAA regulations §164.514(e)(2), and the dates of birth and zip codes.

Section 5.5 **Business Associate**. A person or an entity that:

(a) Performs or assists in performing a Plan function or activity involving the use or disclosure of PHI (including claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, underwriting, etc.); or

(b) Provides legal, accounting, actuarial, consulting, data aggregation, management, accreditation or financial services, where the performance of such services involves giving the service provider access to PHI.

Section 5.6 **Contact Person**. The individual designated in Section 2.1 to assist the Privacy Officer with HIPAA compliance.

Section 5.7 **DHHS**. The United States Department of Health and Human Services.

Section 5.8 **De-identified Information**. Information that has had 18 specific identifiers removed prior to disclosure and use. The 18 identifiers are as follows:

(a) Names;

(b) All geographic subdivisions smaller than a state, aggregated to the level of a five-digit zip code;

(c) All elements of dates (except year) for dates directly related to an individual, including date of birth (DOB); admission date; discharge date; death; and all ages over 89 and all elements of dates, including year, indicative of such age, except that such ages and elements may be aggregated into a single category of age 90 or older;

(d) Telephone numbers;

(e) Fax numbers;

(f) E-mail addresses;

(g) Social Security numbers;

(h) Medical record numbers;

(i) Health plan beneficiary numbers such as addresses and social security numbers;

(j) Account numbers;

(k) Certificate/license numbers;

(l) Vehicle identifiers and serial numbers, including license plates;

(m) Device identifiers and serial numbers;

(n) Web Universal Resource Locators;

(o) Internet Protocol addresses;

(p) Biometric identifiers, including finger and voice prints;

(q) Full-face photographic images and any comparable images; and

(r) Any other unique identifying numbers, characteristics, or codes.

Section 5.9 **Designated Record Set**. A group of records maintained by or for the Plan that includes:

(a) The enrollment, payment, claims adjudication and case or medical management record of a Participant; and

(b) Other PHI used, in whole or in part, to make decisions about the Participant.

Section 5.10 **Documentation Procedure**. When certain uses or disclosures are required to be documented under these Policies and Procedures, the documentation will include:

- the date of the use or disclosure;
- the name of the person who used or disclosed the PHI;
- the name of the entity or person who received the PHI;
- the address of the entity or person who received the PHI;
- a description of the PHI disclosed;
- a statement of the purpose of the disclosure; and
- any other documentation required by these Policies and Procedures.

Section 5.11 **Electronic Health Records or EHR**. An electronic record of health-related information on an individual that is created, gathered, managed and consulted by authorized health care clinicians and staff. The Plan can have EHR if such records are consulted or managed by health care staff working for the Plan who perform activities such as utilization review, disease management and similar health-related activities.

Section 5.12 **Employer**. The City of Monroe and any of its affiliates and subsidiaries who are authorized in writing to participate in the Plan by the City (collectively referred to as "Employer"), provided, however, that whenever the Plan indicates that the Employer may or shall take any action under the Plan, the City of Monroe shall have sole authority to take such action for itself and as agent for any such participating employer.

Section 5.13 **EPHI or Electronic Protected Health Information**. PHI that is transmitted by or maintained in electronic media. Electronic media is defined as (i) electronic storage media (including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk or digital memory card); or (ii) transmission media used to exchange information already in electronic storage media (e.g. internet, extranet, leased lines, dial-up lines, private networks and the physical movement of removable/transportable electronic storage) (but certain transmissions via facsimile or voice mail will not be considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form before the transmission).

Section 5.14 **HIPAA**. The Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing privacy and security regulations (see 45 CFR Parts 160 and 164).

Section 5.15 **Minimum Necessary Standard**. When using or disclosing PHI or when requesting PHI from another Covered Entity, the Plan will make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure or request. To that end, the Contact Person will take each of the following steps:

(a) Comply with any new restrictions on the minimum necessary standards under ARRA.

(b) The Contact Person will identify recurring uses or disclosures and identify the information that is necessary for the purpose of the requested use or disclosure and create a policy that limits each use or disclosure to the minimum amount necessary to accomplish the purpose of the use or disclosure. Authorized Employees will then follow such procedures before any use or disclosure is made.

(c) For all other types of uses or disclosures which are not recurring, the Contact Person will review the request for use or disclosure to ensure that the amount of information requested is the minimum necessary to accomplish the purpose of use or disclosure. Among the factors that may be considered in making such a determination are:

- What is the purpose of the disclosure? This could be relevant if the disclosure is not covered by the minimum necessary standard.

- What is the minimum amount of PHI that can be disclosed to accomplish the purpose of the disclosure?
- Are there standards in other industries or among health care providers as to what amount of information is sufficient to fulfill the intended purpose of the disclosure?
- To what extent would the disclosure increase the number of persons with access to the PHI?
- What is the likelihood of further disclosures?
- Can substantially the same purpose be achieved using de-identified information?
- Is there technology available to limit the amount of PHI disclosed?
- What is the cost, financial or otherwise, of limiting the disclosure?

(d) The Minimum Necessary Standard does not apply to any of the following types of uses or disclosures:

- Disclosures to or requests by a health care provider for treatment;
- Uses or disclosures made to the individual;
- Uses or disclosures authorized by the individual;
- Disclosures made to the Secretary of DHHS;
- Uses or disclosures required by law; and
- Uses or disclosures required to comply with HIPAA.

Section 5.16 **Participant**. Any employee of the Employer, his or her covered dependents and any other individual who are or were participating in the Plan.

Section 5.17 **PHI or Protected Health Information**. Information that:

(a) is created or received by the Plan;

(b) relates to (i) the past, present or future physical or mental health or condition of a Participant, (ii) the provision of health care to a Participant, or (iii) the past, present or future payment for the provision of health care to a Participant; and

(c) identifies the Participant or for which there is a reasonable basis to believe the information can be used to identify the Participant.

Protected health information includes information of persons living or deceased.

Section 5.18 **Plan**. The group health plans identified on the first page of this document.

Section 5.19 **Privacy Officer**. HIPAA requires that the Employer appoint a Privacy Officer to ensure compliance with HIPAA. Section 2.1 names the Privacy Officer and describes his or her responsibilities.

Section 5.20 **Security Incident**. Any attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system, with respect to EPHI.

Section 5.21 **Security Officer**. HIPAA requires that the Employer appoint a Security Officer to ensure compliance with HIPAA. Section 2.2 names the Security Officer and describes his or her responsibilities.

Section 5.22 **Unsecured PHI**. PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary of DHHS. On August 24, 2009, DHHS issued guidance regarding the securing of PHI, which can be found at http://www.hhs.gov/ocr/privacy (or Federal Register Vol. 74, No. 162, page 42740, Aug. 24, 2009) (which HHS will update annually).

Section 5.23 **Use and/or Disclosure of PHI**. The use of PHI means sharing, employment application, utilization, examining or analysis of PHI by any person working for or within the Employer or by a Business Associate of the Plan. The disclosure of PHI means any release, transfer, provision of access to or divulging in any other manner of PHI to persons not employed by or working within the Employer.

Section 5.24 **Verification Procedure**. Authorized Employees will take steps to verify the identity of individuals who request access to PHI. They also will verify the authority of any person to have access to PHI, if the identity or authority of such person is not known. Separate procedures are set forth below for verifying the identity and authority, depending on whether the request is made by the Participant, a parent seeking access to the PHI of his or her minor child, a personal representative, or a public official seeking access, and under some circumstances, phone verification may be acceptable.

(a) Request Made by a Participant. When a Participant requests access to his or her own PHI, each of the following steps should be followed:

- The Authorized Employee will request a form of identification from the Participant (e.g. a valid driver's license, passport or other photo identification issued by a government agency).

- The Authorized Employee will verify that the identification matches the identity of the individual requesting access to the PHI. If there are any doubts as to the validity or authenticity of the identification provided or the identity of the individual requesting access to the PHI, the Contact Person or Privacy Officer will be contacted.

- The Authorized Employee will make a copy of the identification provided by the individual and file it with the individual's Designated Record Set (See Section 5.9).

- Disclosures will be documented in accordance with the Documentation Procedure (See Section 5.10).

(b) Request Made by Parent Seeking PHI of Minor Child. When a parent requests access to the PHI of the parent's minor, unemancipated child, each of the following steps should be followed:

- The Authorized Employee will seek verification of the person's relationship with the child. The Plan will treat a custodial parent or the legal guardian of the minor as the personal representative of the minor without the necessity of the Affidavit or documentation unless contradictory information is provided by another parent, guardian or person acting in loco parentis. Such verification may take the form of confirming enrollment of the child in the parent's plan as a dependent.

- Disclosures will be documented in accordance with the Documentation Procedure (See Section 5.10).

(c) Request Made by Personal Representative. When a personal representative requests access to a Participant's PHI, each of the following steps should be followed:

- The Authorized Employee will request that an Affidavit of Personal Representation (the "Affidavit") be completed along with satisfactory documentation of the personal representation. Satisfactory documentation means:

  (1) A statement appointing a personal representative completed by the adult or emancipated minor who is the subject of the Affidavit;

  (2) A court order; or

  (3) Any other documentation or designation deemed satisfactory by the Privacy Officer.

- If there are any questions about the validity of this documentation, the Contact Person or Privacy Officer will be contacted.

- The Authorized Employee will make a copy of the documentation provided and file it with the Participant's Designated Record Set.

- Disclosures will be documented in accordance with the Documentation Procedure.

(d) Request Made by Personal Representatives of Deceased Individuals. It is the policy of the Plan to protect the PHI of a deceased individual to the same extent as all other PHI. An executor or administrator or other person who under applicable law has authority to act on

behalf of a deceased individual or the estate of the individual will be recognized by the Plan as a personal representative of such deceased individual or estate upon completing the Affidavit and attaching acceptable documentation. Acceptable documentation will be considered a court order appointing the person as executor or administrator, letters testamentary or similar evidence of authority. The Privacy Officer will approve the acceptability of the Affidavit and other documentation from an executor, administrator or similar individual. Once approved, the Affidavit and related documentation will be filed by the Privacy Officer. Disclosures will be documented in accordance with the Documentation Procedure.

(e) Request Made by Public Official. If a public official requests access to PHI, and if the request is for one of the purposes set forth in Sections 3.2(b) or (c) regarding mandatory or permissive disclosures of PHI, each of the following steps should be followed to verify the official's identity and authority:

- If the request is made in person, the Authorized Employee will request presentation of an agency identification badge, other official credentials, or other proof of government status. The Authorized Employee will make a copy of the identification provided and file it with the individual's Designated Record Set.

- If the request is in writing, the Authorized Employee will verify that the request is on the appropriate government letterhead.

- If the request is by a person purporting to act on behalf of a public official, the Authorized Employee will request a written statement on appropriate government letterhead that the person is acting under the government's authority or other evidence or documentation of agency, such as a contract for services, memorandum of understanding, or purchase order, that establishes that the person is acting on behalf of the public official.

- The Authorized Employee will request a written statement of the legal authority under which the information is requested, or, if a written statement would be impracticable, an oral statement of such legal authority. If the individual's request is made pursuant to legal process, warrant, subpoena, order, or other legal process issued by a grand jury or a judicial or administrative tribunal, the Authorized Employee will contact the Legal Department.

- The Authorized Employee will obtain approval for the disclosure from the Contact Person or Privacy Officer.

- Disclosures will be documented in accordance with the Documentation Procedure.

(f) Phone Verifications. PHI disclosure may be made by phone. However, Authorized Employees must use judgment in reasonably relying on representations of authority, as follows:

(1) If a caller is the individual who is the subject of the PHI, his or her identity should be verified by SSN and validated by confirmation of other identifying elements from the individual's records (e.g., date of birth, street address, ZIP code, etc.) For personal representatives, refer to the Personal Representative Affidavit Form.

(2) For callers who are spouses, disclosure should only be made to an enrolled spouse for their own PHI or the PHI of unemancipated children, unless an authorization or Affidavit of Personal Representation is completed.

(3) For callers who are requesting PHI on emancipated children, an Affidavit of Personal Representation must be completed by the emancipated child.

(4) For unemancipated children under the age of 18, the Authorized Employee cannot release PHI except to a parent or legal guardian/personal representative.

(5) For callers requesting PHI on decedents, the Authorized Employee must check for a Personal Representative Affidavit and verify identity.

(6) The Authorized Employee must use judgment to ensure his or her reliance on the caller's identity is reasonable. If the Authorized Employee refuses to release PHI, he or she may tell the caller any steps he or she can take to obtain the PHI (i.e. file an Affidavit of Personal Representation, obtain an authorization, put their request in writing for further information).

(7) Any request for written information from a caller should be put in writing and approved by the Privacy Officer before disclosure.

(8) Claim status, claim inquiry or benefit inquiry calls from health care providers should first be referred to the appropriate third party administrator. If the third party administrator is unable to assist the SSN of the participant should be verified and validated by confirmation of two other identifying elements (e.g., date of birth, street address, ZIP code, etc.)

(9) If the Authorized Employee is aware of the caller's identity and authority to access PHI, via their status as a covered entity, a Business Associate or subcontractor, he or she may disclose PHI in the "ordinary course of business." "Ordinary course of business" means a disclosure, in accordance with the Minimum Necessary Standard, of that type of PHI ordinarily exchanged with the Covered Entity, Business Associate or subcontractor who is known to the Authorized Employee. If the caller is requesting PHI that the Authorized Employee would not ordinarily, on a routine and reoccurring basis, share with the caller, the Authorized Employee should ask for the request to be made in writing along with the purpose for the request, and their authority to make the request.

Original Effective Date for Privacy Rules: April 14, 2003

Original Effective Date for Security Rules: April 21, 2005

Restatement Effective Date: May 20, 2013

ATTACHMENT A
HIPAA SECURITY STANDARDS

HIPAA security regulations require that a covered entity (e.g. a group health plan) satisfy (i) administrative, (ii) physical, (iii) technical, (iv) organizational; and (v) policies and procedures and documentation requirements with respect to any ePHI maintained or transmitted by a covered entity. This Attachment A sets forth the Security Standards and Implementation Specifications under HIPAA's Security Regulations that a covered entity must (or under limited circumstances, may) implement to satisfy its security obligations with respect to ePHI.[1]

Administrative Safeguards

The following security standards for administrative safeguards require certain administrative actions and policies and procedures to manage the selection, development, implementation and maintenance of security measures to protect ePHI and also to manage the conduct of the covered entity's workforce in relation to the protection of that information.

Standard: Security Management Process

This standard requires the covered entity to implement policies and procedures to prevent, detect, contain, and correct security violations.

Implementation Specification	Required or Addressable	Description
Risk Analysis	Required	Make an accurate and thorough assessment of potential risks and vulnerabilities to confidentiality, integrity, and availability of ePHI held by the covered entity.
Risk Management	Required	Implement security measures sufficient to reduce risks and vulnerabilities to a reasonable and appropriate level.
Sanction Policy	Required	Apply appropriate sanctions against workforce members who fail to comply with the security policies and procedures of the covered entity.
Information System Activity Review	Required	Implement procedures to regularly review records of information system activity, such as audit logs, access reports, and security incident tracking reports.

[1] The implementation specifications under the HIPAA security regulations are identified as required or addressable. If an implementation specification is designated as required, then a covered entity must implement it with respect to ePHI that is maintained or transmitted by the covered entity. If an implementation specification is designated as addressable, then the covered entity must determine whether the specification is a reasonable and appropriate safeguard in its particular security framework. The security regulations set out a very specific process that a covered entity must follow before it can decide not to implement an addressable implementation specification. See 45 CFR 164.306 for more detail.

Standard: Assigned Security Responsibility

This standard requires the covered entity to identify the security official who is responsible for the development and implementation of the required policies and procedures.

Standard: Workforce Security

This standard requires the covered entity to implement policies and procedures to ensure that all members of the covered entity's workforce have appropriate access to ePHI and to prevent those workforce members who should not have access to ePHI from obtaining access.

Implementation Specification	Required or Addressable	Description
Authorization and/or Supervision	Addressable	Implement procedures for the authorization and/or supervision of workforce members who work with ePHI or who work in locations where it might be accessed.
Workforce Clearance Procedure	Addressable	Implement procedures to determine that a workforce member's access to ePHI is appropriate.
Termination Procedures	Addressable	Implement procedures to terminate access to ePHI when the employment of a workforce member ends, or when it is determined that it is not appropriate for a certain workforce member to have access to ePHI.

Standard: Information Access Management

This standard requires the covered entity to implement policies and procedures for authorizing appropriate access to ePHI.

Implementation Specification	Required or Addressable	Description
Isolate Health Care Clearinghouse Functions	Required	If a health care clearinghouse is part of a larger organization, the clearinghouse must implement policies and procedures that protect the ePHI of the clearinghouse from unauthorized access by the rest of the organization.
Access Authorization	Addressable	Implement policies and procedures to grant access to ePHI, for example, through access to a workstation, transaction, program, process or other mechanism.

Access Establishment and Modification	Addressable	Implement policies and procedures that, based upon the entity's access authorization policies, establish, document, review, and modify a user's right of access to a workstation, transaction, program or process.

Standard: Security Awareness and Training

This standard requires the covered entity to implement a security awareness and training program for all members of the covered entity's workforce (including management).

Implementation Specification	Required or Addressable	Description
Security Reminders	Addressable	Implement procedures to distribute periodic security updates.
Protection from Malicious Software	Addressable	Implement procedures to guard against, detect, and report malicious software.
Login Monitoring	Addressable	Implement procedures to monitor login attempts and to report discrepancies.
Password Management	Addressable	Implement procedures to create, change, and safeguard passwords.

Standard: Security Incident Procedures

This standard requires the covered entity to implement policies and procedures to address security incidents.

Implementation Specification	Required or Addressable	Description
Response and Reporting	Required	Identify and respond to suspected or known security incidents; mitigate, to the extent practicable, harmful effects of security incidents that are known to the covered entity; and document security incidents and their outcomes.

Standard: Contingency Plan

This standard requires the covered entity to establish (and implement as needed) policies and procedures to respond to an emergency or other occurrence (for example, fire, vandalism, system failure, or natural disaster) that damages systems that contain ePHI.

Implementation Specification	Required or Addressable	Description
Data Backup Plan	Required	Establish and implement procedures to create and maintain retrievable, exact copies of ePHI.
Disaster Recovery Plan	Required	Establish (and implement as needed) procedures to restore any loss of data.
Emergency Mode Operation Plan	Required	Establish (and implement as needed) procedures to enable continuation of critical business processes for protection of the security of ePHI while operating in emergency mode.
Testing and Revision Procedures	Addressable	Implement procedures for periodic testing and revision of contingency plan.
Applications and Data Criticality Analysis	Addressable	Assess the relative criticality of specific applications and data in support of other contingency plan components.

Standard: Evaluation

This standard requires the covered entity to perform a periodic technical and nontechnical evaluation of security, based initially on the standards implemented under the security rule and, subsequently, in response to environmental or operational changes that effect the security of ePHI, to establish the extent to which the covered entity's security policies and procedures comply with the requirements of the security rule.

Standard: Business Associate Contracts and Other Arrangements

Under this standard, a covered entity may permit a business associate to create, receive, maintain, or transmit ePHI on the covered entity's behalf only if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information in accordance with the applicable provisions of the security rule.

Implementation Specification	Required or Addressable	Description
Written Contract or Other Arrangement	Required	Document the business associate's satisfactory assurances through a written contract or other arrangement that meets the requirements of the security rule.

Physical Safeguards

The following security standards for physical safeguards require physical measures, policies and procedures to protect a covered entity's electronic information systems, and related buildings and equipment, from natural and environmental hazards and unauthorized intrusion.

Standard: Facility Access Controls

This standard requires a covered entity to implement policies and procedures to limit physical access to the covered entity's electronic information systems and the facilities in which they are housed, while ensuring that properly authorized access is allowed.

Implementation Specification	Required or Addressable	Description
Contingency Operations	Addressable	Establish (and implement as needed) procedures that allow facility access in support of restoration of lost data under the disaster recovery plan and emergency mode operation plan.
Facility Security Plan	Addressable	Implement policies and procedures to safeguard the facility and the equipment therein from unauthorized physical access, tampering, and theft.
Access Control and Validation Procedures	Addressable	Implement procedures based on a person's role or function to control and validate his or her access to facilities, including visitor control and control of access to software programs for testing and revision.
Maintenance Records	Addressable	Implement policies and procedures to document repairs and modifications to the physical components of a facility that are related to security (for example, hardware, walls, doors, and locks).

Standard: Workstation Use

This standard requires the covered entity to implement policies and procedures that specify the proper functions to be performed, the manner in which those functions are to be performed, and the physical attributes of the surroundings of a specific workstation or class of workstations that can access ePHI.

Standard: Workstation Security

This standard requires the covered entity to implement physical safeguards for all workstations that access ePHI to restrict access to authorized persons.

Standard: Device and Media Controls

This standard requires the covered entity to implement policies and procedures to govern a facility's receipt and removal of hardware and electronic media that contain ePHI and the movement of these items into, out of, and within the facility.

Implementation Specification	Required or Addressable	Description
Disposal	Required	Implement policies and procedures to address the final disposition of ePHI, and/or the hardware or electronic media on which it is stored.
Media Re-Use	Required	Implement procedures for removal of ePHI from electronic media before the media are made available for re-use.
Accountability	Addressable	Maintain a record of the movements of hardware and electronic media and any person responsible therefore.
Data Backup and Storage	Addressable	Create a retrievable, exact copy of ePHI, when needed, before movement of equipment.

Technical Safeguards

The following security standards for technical safeguards address the policies and procedures for the use of technology in a manner that protects ePHI and controls access to ePHI.

Standard: Access Control

This standard requires the covered entity to implement technical policies and procedures for electronic information systems that maintain ePHI to allow access only to those persons or software programs that have been granted access rights.

Implementation Specification	Required or Addressable	Description
Unique User Identification	Required	Assign a unique user name and/or number for identifying and tracking user identity.
Emergency Access	Required	Establish (and implement as needed) procedures for obtaining necessary ePHI during an emergency.
Automatic Logoff	Addressable	Implement electronic procedures that terminate an electronic session after a pre-determined time of inactivity.
Encryption and Decryption	Addressable	Implement a mechanism to encrypt and decrypt ePHI.

Standard: Audit Control

This standard requires the covered entity to implement hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use ePHI.

Standard: Integrity

This standard requires the covered entity to implement policies and procedures to protect ePHI from improper alteration or destruction.

Implementation Specification	Required or Addressable	Description
Mechanism to Authenticate ePHI	Addressable	Implement electronic mechanisms to corroborate that ePHI has not been altered or destroyed in an unauthorized manner.

Standard: Person or Entity Authentication

This standard requires the covered entity to implement procedures to verify that a person or entity seeking access to ePHI is the one claimed.

Standard: Transmission Security

This standard requires the covered entity to implement technical security measures to guard against unauthorized access to ePHI that is being transmitted over an electronic communications network.

Implementation Specification	Required or Addressable	Description
Integrity Controls	Addressable	Implement security measures to ensure that electronically transmitted ePHI is not improperly modified without detection.
Encryption	Addressable	Implement a mechanism to encrypt ePHI whenever it is deemed appropriate.

Organizational Requirements

The following security standards establish what a covered entity is required to do if it will allow a business associate to create, receive, maintain, or transmit ePHI, and what a group health plan must do if it will allow the plan sponsor to create, receive, maintain, or transmit ePHI.

Standard: Business Associate Contracts or Other Arrangements

Implementation Specification	Required or Addressable	Description
Business Associate Contracts or Other Arrangements	Required	Covered entity may not permit a business associate to create, receive, maintain, or transmit ePHI on the covered entity's behalf without a business associate contract (or, in limited cases, another arrangement)

Standard: Requirements for Group Health Plans

Implementation Specification	Required or Addressable	Description
Administrative, Physical, and Technical Safeguards; Agents and Subcontractors; Adequate Separation; Report	Required	A group health plan may not disclose ePHI to the plan sponsor unless the plan document has been amended to require that the sponsor implement certain safeguards and take certain other steps

Policies and Procedures and Documentation

Standard: Policies and Procedures

This standard requires the covered entity to implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications, or other requirements of the security rule.

Standard: Documentation

This standard requires the covered entity to maintain the policies and procedures implemented to comply with the security rule in written form (which may be electronic) and, if an action, activity, or assessment is required by the security rule to be documented, the covered entity must maintain a written record (which may be electronic) of the action, activity, or assessment.

Implementation Specification	Required or Addressable	Description
Time Limit	Required	Retain documentation required by this standard for six years from the date of its creation or the date it was last in effect, whichever is later.
Availability	Required	Make documentation available to those persons responsible for implementing the procedures to which the documentation pertains
Update	Required	Review documentation periodically and update as needed in response to environmental or operational changes affecting the security of the ePHI

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: Option Agreement to Purchase Riverfront Property on East Front Street

DISCUSSION: The properties along the River Raisin on East Front Street, between Hellenberg Field and Interstate 75 have long been the focus of redevelopment plans by the City. In the 2003 Comprehensive Plan, this area was identified as "Riverfront Mixed-Use" and targeted for redevelopment to create an attractive gateway into the City. The Plan also calls for open spaces or a greenway to be incorporated along the River to provide better contact with this natural asset and to provide screening for the industrial land uses to the south and east. The Plan notes that this area was originally part of the Frenchtown Settlement and the River Raisin Battlefield, and should be restored and preserved to promote this strong, historical feature in the City.

The more recent planning efforts conducted through the River Raisin Heritage Corridor-East Master Plan more fully developed the recreation, cultural and commercial redevelopment potential in this area of the City. It was recognized that in order for the areas on the north side of the River to reach their full potential, it is important to restore and preserve the south riverfront properties to create an aesthetically pleasing appearance for this area. The Corridor-East plan also highlights the activities that occurred on the south side of the River during the Battles of the River Raisin. During different stages of the fighting there were significant maneuvers that occurred along the south river bank, and extending further south to Plum Creek. Therefore, the properties along East Front Street and the connections to the south are important links in telling the story of the Battles of the River Raisin.

The City Commission on the Environment (COTE) has been working over the last few decades to restore the River Raisin and remove Beneficial Use Impairments (BUI's). One of the BUI's that has been targeted is habitat degradation. Due to the intense development that has occurred along the riverfront, habitat for fish and other species has been negatively impacted and should be restored to the extent practical. Through strategic acquisition and restoration of riverfront properties, the impairments such as riverbank development can be addressed and improved wildlife habitat can be established. The City recently completed a Great Lakes Restoration Initiative (GLRI) funded project to install erosion control and restore the banks of Sterling Island adjacent to the City's Hellenberg Field property. Similar projects in the proposed acquisition area would further address this remaining BUI.

Through discussions with the owner of the properties along East Front Street and their representative, it was brought to the City's attention that the owner was interested in selling the properties and was starting to actively pursue sales agreements with other parties. City representatives described the public interests in the property and explored if a sale to the City could be achievable. The challenge is that funding for purchase of the properties is not readily available and was not allocated during the City's budgeting process. Land acquisition can be funded through grant programs such as the Michigan Natural Resources Trust Fund and other public and private natural resources preservation and restoration initiatives. However, the timeline for grant planning, writing, and award can often be 12-18 months and grant programs are extremely competitive despite the merits of any particular application. Therefore, City staff proposed a purchase option which would maintain the preferred scenario of dealing with one owner, rather than multiple owners after subsequent sales. The other advantages are that an option sets a target price for grant funding, and strengthens grant application(s) by showing a commitment from both the City and the property owner to proceed with a sale if the project is funded.

Attached is a proposed option agreement negotiated with the East Front Street property owners, William and Sharry Gross, and their representative. The agreement outlines a term of two years, expiring on June 30, 2015; a purchase price of $400,000; and an option fee of $20,000 per year. 50% of the option fee(s) that are paid can be credited toward the purchase price when and if the City exercises the option. This makes the maximum purchase price a total of $420,000, plus the cost of the City's due diligence. In order to ensure the property is useable for the intended purposes, the due diligence including an Environmental Site Assessment and title commitment are anticipated to occur during the first year of the option. If the City determines that the purchase is not feasible or there is a significant environmental issue, the option can be canceled without penalty. However, it is important to note that the option payments ($20,000) are **NOT** refundable.

IT IS RECOMMENDED that City Council approve the option for the purchase of real property with William and Sharry Gross and authorize the Mayor and Clerk-Treasurer to execute the Agreement. **IT IS FURTHER RECOMMENDED** that City Council amend the FY 2013-14 Budget to provide for the first option payment of $20,000 from the Capital Project Fund Fund Balance; and that the second option payment is reflected in the future FY 2014-15 budget.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: July 15, 2013

REASON FOR DEADLINE: Timely response to the property owners.

STAFF RECOMMENDATION: X For ☐ Against

REASON AGAINST: N.A.

INITIATED BY: Economic and Community Development Division

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Economic and Community Development Division; Department of Public Services, Finance Department

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$ 425,000.00
Cost of This Project Approval	$ 20,000.00
Related Annual Operating Cost	$ 0
Increased Revenue Expected/Year	($ 11,250.00)

** Estimated reduction in property tax revenues if the property is acquired by the City*

SOURCE OF FUNDS:

City	Account Number	Amount
Capital Project Fund Fund Balance	TBD	$20,000
Anticipated 25% local grant match	*TBD*	*$100,000*
Other Funds		
Land Acquisition Grant		*$300,000*

Budget Approval: _____

FACT SHEET PREPARED BY: Dan Swallow, Director of Economic and Community Development **DATE:** 06/26/13

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

COUNCIL MEETING DATE: July 1, 2013

OPTION FOR THE PURCHASE OF REAL PROPERTY

This option agreement ("Agreement") is entered into as of _____, 2013, between **William Gross and Sharry Gross,** husband and wife, whose address is 4000 Lakeshore Drive, Newport, MI 48166 ("Seller"), and the **City of Monroe,** a Michigan municipal corporation, whose address is 120 East First Street, Monroe, MI 48161 ("Buyer"), on the terms and conditions set forth below.

1. **Purpose.** Seller owns the property described in the attached Exhibit A (the "Seller Parcels"), which are the subject of the option granted by this Agreement. Buyer seeks an option to purchase the Seller Parcels. The parties enter into this Agreement to allow Buyer to acquire the Seller Parcels subject to this option Agreement.

2. **Consideration for this Agreement.** As consideration for this Agreement, Buyer shall pay the Seller an option fee of **$20,000.00** within 15 days of execution of this Agreement and if the option is not exercised or terminated **prior to July 1, 2014** an additional **$20,000.00** on that date.

3. **Term of the option.** This Agreement shall be in effect until **June 30, 2015.**

4. **Exercise of the option**. Buyer may elect to acquire the Seller Parcels at any time during the term of this Agreement by notifying Seller in writing of its election to purchase the Seller Parcels. The notice may be delivered in person, by certified mail, or by overnight delivery service. The written notice of the exercise of the option shall specify the Buyer's calculation of the purchase price pursuant to the purchase price provided for below. If Seller disputes Buyer's calculation of the purchase price, Seller shall notify Buyer within 10 days after Seller receives the notice of the exercise of the option.

5. **Contract.** Upon the exercise of Buyer's option, Seller and Buyer shall enter into a binding purchase and sale agreement upon which the Buyer shall be responsible for all closing costs. This Agreement will be in a form to be provided by Buyer, for the purchase of the Seller Parcels, and such agreement shall incorporate and reflect the terms of the option. Notwithstanding the foregoing, should Buyer and Seller not enter into such separate purchase and sale agreement, this option shall ripen into a binding sales contract, and the terms of this option shall automatically become the terms of said contract without the execution of any further instruments.

6. **Purchase price.** The purchase price for the Seller Parcels is **$400,000.00**. If the option is exercised **50%** of the fee consideration actually paid and received for the option shall be applied upon the purchase price. If the option is not exercised, the consideration for the option agreement shall be retained by **William Gross and Sharry Gross.**

7. **Title.** Seller agrees to convey good and marketable title to the Seller Parcels. Any conveyance under this Agreement shall be by warranty deed. At closing, Buyer shall purchase title insurance on the Seller Parcels in the name of Buyer. The insurance must show good and marketable title to be in the name of Buyer. A title insurance commitment will be ordered and reviewed prior to execution of this Option Agreement and updated promptly after exercise of the option. This Agreement will not become effective if the state of the title is not acceptable to Buyer.

8. One or more of the structures on the property may be occupied. The nature and terms of occupancy shall be disclosed upon execution of this Agreement. Buyer understands that it may take title subject to rights of tenants.

9 **Due diligence.** Upon execution of this Agreement, the Buyer shall have the right to perform Phase I and Phase II environmental investigations of the Seller Parcels. Buyer agrees to pay all of the expenses associated with its investigations, and to repair or restore any damage to the Seller Parcels caused by the Buyer's investigations or testing.If Buyer is not satisfied for any reason or for no reason with the results, Buyer may, in its sole discretion terminate the Option without further obligation of either party o the other and Seller may retain the option fee paid.

10. **Closing.** This sale shall be closed within 10 days after all the closing documents are prepared but no later than 90 days after the date of the notice of the exercise of the option. Buyer shall be responsible for preparing the warranty deed to be signed and given at the closing. Seller shall pay the transfer tax at the closing. The closing shall take place at Title Company of Seller's choice.

11. **Prorations.** Seller shall pay all real estate taxes invoiced on any parcel of the Seller Parcels to be conveyed before the date of the closing of that parcel. Buyer shall pay real estate taxes invoiced after the date of the closing of any parcel of the Seller Parcels. Seller shall pay any special assessments levied against any parcel of the Seller Parcels to be conveyed before the date of the closing, whether or not the assessments are payable in installments.

12. **Amendment or extension.** This Agreement may be amended or extended only by a written instrument signed by the Seller and Buyer.

13. **Termination of the option.** If Buyer fails to exercise the option before it expires, Buyer's right to exercise the option shall terminate. Buyer may terminate this Agreement early without penalty by notifying the Seller in writing of its election to terminate the Agreement. The notice may be delivered in person, by certified mail, or by overnight delivery service.

14. **Binding effect.** This Agreement shall bind the parties to the terms of this Agreement and their successor or successors in interest.

15. **Time of the essence.** Time is of the essence in the performance of this Agreement.

16. **Exhibits.** The following exhibits are attached to and a part of this Agreement:

a. Exhibit A-Legal descriptions of the Seller Parcels

17. **Effective date.** This Agreement shall be effective as of the date when all the parties listed below have signed it.

SELLER:

_____
William Gross
Dated:_____

_____
Sharry Gross
Dated:_____

STATE OF MICHIGAN)
MONROE COUNTY)

Acknowledged before me in Monroe County, Michigan on _____, 2013, by **William Gross and Sharry Gross.**

_____
_____, Notary Public
State of Michigan, County of Monroe
My commission expires:_____
Acting in the County of Monroe

BUYER:
City of Monroe, a Michigan municipal corporation

_____
By: **Robert E. Clark, Mayor**

_____
By: **Charles Evan, Clerk/Treasurer**
Dated:_____

Dated:_____

STATE OF MICHIGAN)
MONROE COUNTY)

Acknowledged before me in Monroe County, Michigan on _____, 2013, by **Robert E. Clark, Mayor and Charles Evan, Clerk/Treasurer on behalf of the City of Monroe, a Michigan municipal corporation**.

_____, Notary Public
State of Michigan, County of Monroe
My commission expires:_____
Acting in the County of Monroe

Drafted by:
Thomas D. Ready (P19275)
READY, HELLER & READY, PLLC
204 S. Macomb Street
Monroe, MI 48161
734/ 242-7600

DRAFT

CITY OF MONROE
MICHIGAN

Geographic Information System (GIS)
Engineering Department

1 inch = 733 feet

June 26, 2013

City of Monroe

Gross Properties

N

DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various cities, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City of Monroe does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City of Monroe does not represent that the GIS data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. The user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by the User, its employees or agents, or third parties which arise out of the User's access or use of data provided.

Parcel Number: 58-55-49-01473-000 Jurisdiction: CITY OF MONROE County: MONROE Printed on 06/26/2013

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
LAJINESS, GERALD & MARY	GROSS, WILLIAM/SHARRY	90,000	09/14/2009	WD	PAYOFF LC	2009R16634	SELLER	0.0
CITY OF MONROE	GROSS, WILLIAM J & SHARRY	0	09/20/1999	QC	QUIT CLAIM	1845-0885	SELLER	0.0
LAJINESS, GERALD A	GROSS, WILLIAM & SHARRY (	1	09/01/1994	WD	LAND CONTRACT	1402-0538	SELLER	0.0

Property Address

1427 E FRONT ST

Class: 401 I **Zoning:** R-1C

School: 01 MONROE PUBLIC SCHOOLS

P.R.E. 0%

MAP #: 55

2014 Est TCV 49,906 TCV/TFA: 29.60

Building Permit(s)	Date	Number	Status
ELECTRICAL	07/27/2010	PEL-11-0018	N/V
SIDING - ALUM - VINYL OR W	05/12/2008	PBD-08-0692	N/V

Owner's Name/Address

GROSS, WILLIAM/SHARRY
4000 LAKESHORE DR
NEWPORT MI 48166

X Improved Vacant

Land Value Estimates for Land Table 00017.#17 WINCHESTER ST AREA

Description	Frontage	Depth	* Factors * Front	Depth	Rate	%Adj.	Reason	Value
'C' FRONTAGE	60.00	163.00	1.0000	1.0222	234	100	IRREGULAR .225 AC	14,352
60 Actual Front Feet, 0.23 Total Acres					Total Est. Land Value =			14,352

Taxpayer's Name/Address

GROSS, WILLIAM/SHARRY
4000 LAKESHORE DR
NEWPORT MI 48166

Public Improvements

- Dirt Road
- Gravel Road
- X Paved Road
- X Storm Sewer
- X Sidewalk
- X Water
- X Sewer
- X Electric
- X Gas
- X Curb
- X Street Lights
- Standard Utilities
- Underground Utils.

Tax Description

COMM AT A PT INTER CL E FRONT ST WITH W LI CONANT AVE; TH S 49D 37M 34S E 187.50 FT; TH N 42D 8M 37S E 33.02 FT; TO THE POB: TH N 42D 8M 37S E 171.99 FT; TH S 33D 59M 23S E 61.77 FT; TH S 42D 8M 37S W 155.34 FT; TH N 49D 37M 34S W 60 FT; TO POB IN BC 346 CONTAINING .225 ACRES M/L

Topography of Site

- X Level
- Rolling
- Low
- High
- X Landscaped
- Swamp
- Wooded
- Pond
- X Waterfront
- Ravine
- Wetland
- Flood Plain
- X A

Who	When	What
RAP	06/01/1992	INSPECTED

Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/ Other	Taxable Value
2014	7,180	17,770	24,950			22,720C
2013	7,180	17,280	24,460			22,720C
2012	3,200	20,300	23,500			23,500S
2011	4,030	22,830	26,860			26,860S

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

Parcel Number: 58-55-49-01473-001 Jurisdiction: CITY OF MONROE County: MONROE Printed on 06/26/2013

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.

Property Address

E FRONT ST

Owner's Name/Address

GROSS, WILLIAM/SHARRY
4000 LAKESHORE DR
NEWPORT MI 48166

Taxpayer's Name/Address

GROSS, WILLIAM/SHARRY
4000 LAKESHORE DR
NEWPORT MI 48166

Tax Description

COMM AT A PT INTER CL E FRONT ST WITH W LI CONANT AVE; TH S 49D 37M 34S E 79.74 FT; TH N 36D 44M 7S E 33.07 FT TO POB: TH N 36D 44M 7S E 149.60 FT; TH S 49D 19S 57M E 70.30 FT; TH N 40D 40M 7S E 69.66 FT; TH S 03D 55M 53S E 60.17 FT; S 33D 59M 23S E 13.49 FT; S 42D 8M 37S W 171.99 FT; TH N 49D 37M 34S W 110.88 FT TO THE POB CONTAINING .457 ACRES MORE OR LESS.

Comments/Influences

Class: 401 V Zoning: R-1A

School: 01 MONROE PUBLIC SCHOOLS

P.R.E. 0%

MAP #:

2014 Est TCV 30,391

Building Permit(s)	Date	Number	Status

Improved X Vacant

Public Improvements

Dirt Road
Gravel Road
Paved Road
Storm Sewer
Sidewalk
Water
Sewer
Electric
Gas
Curb
Street Lights
Standard Utilities
Underground Utils.

Topography of Site

Level
Rolling
Low
High
Landscaped
Swamp
Wooded
Pond
Waterfront
Ravine
Wetland
Flood Plain

Land Value Estimates for Land Table 00017.#17 WINCHESTER ST AREA

IRREGULAR LOT .457 ACRES

Description	Frontage	Depth	* Factors * Front	Depth	Rate	%Adj.	Reason	Value
'C' FRONTAGE	66.00	149.00	1.0000	0.9773	234	100		15,094
'C' FRONTAGE	49.50	172.00	1.0000	1.0500	234	100		12,163
'C' FRONTAGE	20.00	70.00	1.0000	0.6699	234	100		3,135
RATE TABLE .18 TO .20		19859 Units	0.00000		100			0

136 Actual Front Feet, 0.45 Total Acres Total Est. Land Value = 30,391

Who	When	What

Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/ Other	Taxable Value
2014	15,200	0	15,200			1,330C
2013	15,200	0	15,200			1,330C
2012	0	0	0			0
2011	0	0	0			0

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

Parcel Number: 58-55-49-01474-000 Jurisdiction: CITY OF MONROE County: MONROE Printed on 06/26/2013

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
LAJINESS, GERALD A & W	GROSS, WILLIAM & SHARRY	255,000	09/16/2009	WD	PAYOFF LC	2009R16635	SELLER	0.0
LAJINESS, GERALD A & W	GROSS, WILLIAM & SHARRY	50,000	09/01/1994	LC	LAND CONTRACT	1402-0538	BUYER	0.0

Property Address
1435 E FRONT ST

Owner's Name/Address
GROSS, WILLIAM & SHARRY
4000 LAKESHORE DR
NEWPORT MI 48166

Taxpayer's Name/Address
GROSS, WILLIAM & SHARRY
4000 LAKESHORE DR
NEWPORT MI 48166

Tax Description
COMM AT A PT 247.50 FT S 49D 37.30M E AND 33.02 FT N 42D 08.62M E FR A MONUMENT AT INTER CL E FRONT ST WITH W LI CONANT AVE; TH S 49D 37.38M E 50.02 FT; TH N 42D 08.62M E 141.45 FT; TH N 33D 59M W 51.50 FT; TH S 42D 08M 37S W 155.34 FT TO POB IN DC 346

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Class: 201 I | Zoning: R-1C

School: 01 MONROE PUBLIC SCHOOLS

P.R.E. 0%

MAP #: MARINA/55

2014 Est TCV 46,116 TCV/TFA: 0.00

Building Permit(s)	Date	Number	Status
FENCE	10/17/2007	PZF-08-0060	FINAL

X Improved Vacant

Public Improvements
- Dirt Road
- Gravel Road
- X Paved Road
- 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
- X Waterfront
- Ravine
- Wetland
- Flood Plain
- X A

Who	When	What
DLS	08/21/1996	INSPECTED
DD	04/09/1997	DATA ENTER

Land Value Estimates for Land Table 00017.#17 WINCHESTER ST AREA

* Factors *

Description	Frontage	Depth	Front	Depth	Rate	%Adj.	Reason	Value
'C' FRONTAGE	50.02	145.62	1.0000	0.9661	234	100		11,308
RATE TABLE .06 TO .08			7419 Units	0.00000		100		0

50 Actual Front Feet, 0.17 Total Acres Total Est. Land Value = 11,308

Land Improvement Cost Estimates

Description	Rate	CountyMult.	Size	%Good	Cash Value
D/W/P: 4in Concrete	3.61	1.53	960	50	2,651
Fencing: Wd, Solid, 6 ft.	16.41	1.53	96	97	2,338
Agricultural Local Cost Land Improvements					
Description	Rate	CountyMult.	Size	%Good	Cash Value
CAMAO3	0.00	1.00	1.0	83	0
CAMAO4	0.00	1.00	1.0	83	0

Total Estimated Land Improvements True Cash Value = 4,989

Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/ Other	Taxable Value
2014	5,650	17,410	23,060			14,180C
2013	5,650	16,070	21,720			14,180C
2012	9,240	19,910	29,150			13,840C
2011	10,050	21,550	31,600			13,480C

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

v 1.0 4905 19573

Parcel Number: 58-55-49-01478-000 Jurisdiction: CITY OF MONROE County: MONROE Printed on 06/26/2013

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
LAJINESS, GERALD & MARY	GROSS, WILLIAM/SHARRY	255,000	09/14/2009	LC	PAYOFF LC	2009R16635	SELLER	0.0
LAJINESS, GERALD A	GROSS, WILLIAM & SHARRY	15,000	09/01/1994	LC	LAND CONTRACT	1402-0538	BUYER	0.0
LABEAU, GERTRUDE	LAJINESS,ROBERT&MARGARET(	3,000	11/20/1975	WD	WARRANTY DEED	0902-0200	SELLER	0.0

Property Address

E FRONT ST V

Owner's Name/Address

GROSS, WILLIAM/SHARRY
4000 LAKESHORE DR
NEWPORT MI 48166

Taxpayer's Name/Address

GROSS, WILLIAM/SHARRY
4000 LAKESHORE DR
NEWPORT MI 48166

Tax Description

COMM N 32D 35.12M E 33.33 FT AND S 49D 37.38M E 502.82 FT FR INTER CL E FRONT ST WITH W LI CONANT AVE; TH S 49D 37.38M E 101.67 FT; TH S 62D 46.38M E 33.81 FT; TH N 36D 56.62M E 66.23 FT; TH N 55D 46.38M W 20.65 FT; TH N 48D 36.71M W 54.44 FT; TH N 33D 59.38M W 60.78 FT; TH S 36D 56.62M W 88.34 FT TO POB IN PC 346

Comments/Influences

11 BOAT SLIPS/GRAVEL PARKNG

Class: 201 V **Zoning:** WC (*

School: 01 MONROE PUBLIC SCHOOLS

P.R.E. 0%

MAP #: MARINA/55

2014 Est TCV 28,514

Building Permit(s)	Date	Number	Status

Improved X Vacant

Land Value Estimates for Land Table 00110.110 C-1,2,0 & FRINGE CBD

Description	Frontage	Depth	* Factors * Front	Depth	Rate	%Adj.	Reason	Value
	134.98	77.29	1.0000	0.0000	0	100*		0
C-1,2,0 & WC < 70,000 SF	10049 SqFt		2.27000		125		W/49-1479+SLIPS	28,514

* denotes lines that do not contribute to the total acreage calculation.

135 Actual Front Feet, 0.23 Total Acres Total Est. Land Value = 28,514

Public Improvements

- Dirt Road
- Gravel Road
- X Paved Road
- 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
- X Waterfront
- Ravine
- Wetland
- Flood Plain
- X A

Who	When	What
DLS	08/21/1996	INSPECTED
DD	04/09/1997	DATA ENTER

Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/ Other	Taxable Value
2014	14,260	0	14,260			4,340C
2013	15,830	0	15,830			4,340C
2012	23,740	0	23,740			6,360C
2011	25,810	0	25,810			6,200C

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

Parcel Number: 58-55-49-01479-000 Jurisdiction: CITY OF MONROE County: MONROE Printed on 06/26/2013

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
LAJINESS, GERALD & MARY	GROSS, WILLIAM/SHARRY	255,000	09/14/2009	LC	PAYOFF LC	2009R16635	SELLER	0.0
LAJINESS, GERALD A	GROSS, WILLIAM & SHARRY	15,000	09/01/1994	WD	LAND CONTRACT	1402-0538	SELLER	0.0

Property Address

E FRONT ST V

Owner's Name/Address

GROSS, WILLIAM/SHARRY
4000 LAKESHORE DR
NEWPORT MI 48166

Taxpayer's Name/Address

GROSS, WILLIAM/SHARRY
4000 LAKESHORE DR
NEWPORT MI 48166

Tax Description

COMM 603.77 FT S 49D 37.38M E AND 33.22 FT N 33D 48.12M E AND 33.81 FT S 62D 46.38M E FR INTER CL E FRONT ST WI W LI OF CONANT AVE; TH S 62D 46.38M E 134.69 FT; TH N 36D 56.62M E 50.97 FT; TH N 55D 46.38M W 133.10 FT; TH S 36D 56.22M W 66.23 FT TO POB IN PC 347

Comments/Influences

11 BOAT SLIPS

Class: 201 V

Zoning: WC (*

School: 01 MONROE PUBLIC SCHOOLS

P.R.E. 0%

MAP #: MARINA/55/64

2014 Est TCV 22,314

Building Permit(s)	Date	Number	Status

Improved X Vacant

Public Improvements

- Dirt Road
- Gravel Road
- X Paved Road
- 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
- X Waterfront
- Ravine
- Wetland
- Flood Plain
- X A

Who	When	What
DLS	08/21/1996	INSPECTED
DD	04/09/1997	DATA ENTER

Land Value Estimates for Land Table 00110.110 C-1,2,0 & FRINGE CBD

Description	Frontage	Depth	* Factors * Front	Depth	Rate	%Adj.	Reason	Value
	134.69	58.60	1.0000	0.0000	0	100*		0
C-1,2,0 & WC < 70,000 SF	7864 SqFt		2.27000		125		W/49-1478+SLIPS	22,314

* denotes lines that do not contribute to the total acreage calculation.

135 Actual Front Feet, 0.18 Total Acres Total Est. Land Value = 22,314

Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/ Other	Taxable Value
2014	11,160	0	11,160			2,020C
2013	12,390	0	12,390			2,020C
2012	12,390	0	12,390			1,980C
2011	13,470	0	13,470			1,930C

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

Parcel Number: 58-55-49-01482-000 Jurisdiction: CITY OF MONROE County: MONROE Printed on 06/26/2013

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
LAJINESS, GERALD & MARY	GROSS, WILLIAM/SHARRY	255,000	09/14/2009	LC	PAYOFF LC	2009R16635	SELLER	0.0
LAJINESS, GERALD A & W	GROSS, WILLIAM & SHARRY (	1	09/01/1994	WD	LAND CONTRACT	1402-0538	SELLER	0.0

Property Address

E FRONT ST V

Owner's Name/Address

GROSS, WILLIAM/SHARRY
4000 LAKESHORE DR
NEWPORT MI 48166

Taxpayer's Name/Address

GROSS, WILLIAM/SHARRY
4000 LAKESHORE DR
NEWPORT MI 48166

Tax Description

COMM AT A PT 603.77 FT S 49D 37.38M E AND 371.95 FT S 62D 46.38M E AND 517.46 FT S 57D 55.38M E 72.62 FT S 52D 40.38M E AND 33.07 FT N 41D 02.12M E FR A MONUMENT AT INTER CL E FRONT WI W LI CONANT AVE; TH N 41D 02.12M E 106.26 FT; TH S 50D 03.38M E 50.01 FT; TH S 41D 02.12M W 103.97 FT; TH N 52D 40.38M W 50.10 FT TO POB IN PC 348

Comments/Influences

5 BOAT SLIPS-CHANGE TO 201

Class: 201 V Zoning: WC (*

School: 01 MONROE PUBLIC SCHOOLS

P.R.E. 0%

MAP #: 65

2014 Est TCV 8,672

Building Permit(s)	Date	Number	Status

Improved X Vacant

	Public Improvements
	Dirt Road
	Gravel Road
X	Paved Road
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
X	Waterfront
	Ravine
	Wetland
	Flood Plain
X	A

Who	When	What
DLS	06/12/1997	INSPECTED

Land Value Estimates for Land Table 00110.110 C-1,2,0 & FRINGE CBD

Description	Frontage	Depth	* Factors * Front	Depth	Rate	%Adj.	Reason	Value
	50.01	104.00	1.0000	0.0000	0	100*		0
C-1,2,0 & WC 70-200K SF		5256 SqFt	1.32000		125		W/49-1483/84/85	8,672

* denotes lines that do not contribute to the total acreage calculation.

50 Actual Front Feet, 0.12 Total Acres Total Est. Land Value = 8,672

Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/ Other	Taxable Value
2014	4,340	0	4,340			1,090C
2013	4,830	0	4,830			1,090C
2012	4,830	0	4,830			1,070C
2011	5,260	0	5,260			1,050C

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

Parcel Number: 58-55-49-01483-000 Jurisdiction: CITY OF MONROE County: MONROE Printed on 06/26/2013

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
LAJINESS, GERALD & MARY	GROSS, WILLIAM/SHARRY	255,000	09/14/2009	LC	PAYOFF LC	2009R16635	SELLER	0.0
LAJINESS, GERALD A & W	GROSS, WILLIAM & SHARRY	1	09/01/1994	WD	LAND CONTRACT	1402-0538	SELLER	0.0

Property Address

E FRONT ST V

Owner's Name/Address

GROSS, WILLIAM/SHARRY
4000 LAKESHORE DR
NEWPORT MI 48166

Taxpayer's Name/Address

GROSS, WILLIAM/SHARRY
4000 LAKESHORE DR
NEWPORT MI 48166

Tax Description

COMM AT A PT 603.77 FT S 49D 37.38M E AND 371.95 FT S 62D 46.38M E AND 517.46 FT S 57D 55.38M E AND 122.72 FT S 52D 40.38M E AND 33.07 FT N 41D 02.12M E FR A MONUMENT AT INT CL E FRONT ST WI W LI OF CONANT AVE; TH N 41D 02.12M E 103.97 FT; TH S 50D 03.38M E 40.01 FT; TH S 41D 02.12M W 102.14 FT; TH N 52D 40.38M W 40.08 FT TO POB IN PC 348

Comments/Influences

4 BOAT SLIPS-CHANGE TO 201

Class: 201 V Zoning: WC (*

School: 01 MONROE PUBLIC SCHOOLS

P.R.E. 0%

MAP #: 65

2014 Est TCV 6,798

Building Permit(s)	Date	Number	Status

Improved X Vacant

Land Value Estimates for Land Table 00110.110 C-1,2,0 & FRINGE CBD

Public Improvements	
	Dirt Road
	Gravel Road
X	Paved Road
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
X	Waterfront
	Ravine
	Wetland
	Flood Plain
X	A

Who	When	What
DLS	06/12/1997	INSPECTED

Description	Frontage	Depth	* Factors * Front	Depth	Rate	%Adj.	Reason	Value
	40.00	103.06	1.0000	0.0000	0	100*		0
C-1,2,0 & WC 70-200K SF			4120 SqFt	1.32000	125		W/49-1482/84/85	6,798

* denotes lines that do not contribute to the total acreage calculation.

40 Actual Front Feet, 0.10 Total Acres Total Est. Land Value = 6,798

Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/ Other	Taxable Value
2014	3,400	0	3,400			870C
2013	3,790	0	3,790			870C
2012	3,790	0	3,790			850C
2011	4,120	0	4,120			830C

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

Parcel Number: 58-55-49-01484-000 Jurisdiction: CITY OF MONROE County: MONROE Printed on 06/26/2013

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
LAJINESS, GERALD & MARY	GROSS, WILLIAM/SHARRY	255,000	09/14/2009	LC	PAYOFF LC	2009R16635	SELLER	0.0
LAJINESS, GERALD A	GROSS, WILLIAM & SHARRY	70,000	09/01/1994	LC	LAND CONTRACT	1402-0538	BUYER	0.0
PETERSON, EDITH	LAJINESS, GEORGE & MARY (	40,000	03/14/1988	WD	WARRANTY DEED	1030-0612	SELLER	0.0
PETERSON, HOWARD & EDITH	LAJINESS, GERALD & MARY (	40,000	05/24/1985	LC	LAND CONTRACT	0930-0360	SELLER	0.0

Property Address

1733 E FRONT ST

Owner's Name/Address

GROSS, WILLIAM/SHARRY
4000 LAKESHORE DR
NEWPORT MI 48166

Taxpayer's Name/Address

GROSS, WILLIAM/SHARRY
4000 LAKESHORE DR
NEWPORT MI 48166

Tax Description

COMM AT A PT 603.77 FT S 49D 37.38M E AND 371.95 FT S 62D 46.38M E AND 517.46 FT S 57D 55.38M E AND 162.80 FT S 52D 40.38M E AND 33.07 FT N 41D 02.12M E FR A MON AT INTER CL E FRONT ST WITH W LI CONANT AVE; TH N 41D 02.12M E 102.14 FT; TH S 50D 03.38M E 172.50 FT; TH S 40D 26.38M E

Class: 201 I Zoning: WC (*

School: 01 MONROE PUBLIC SCHOOLS

P.R.E. 0%

MAP #: RETAIL/DOCKS/65

2014 Est TCV 148,486 TCV/TFA: 46.40

Building Permit(s)	Date	Number	Status
COM OR INDUST NEW CONSTRUC	02/10/1995	95-0088	FINAL

X Improved Vacant

Land Value Estimates for Land Table 00110.110 C-1,2,0 & FRINGE CBD

Description	Frontage	Depth	Front	Depth	Rate	%Adj.	Reason	Value
	232.44	102.14	1.0000	0.0000	0	100*		0
C-1,2,0 & WC 70-200K SF	22579 SqFt		1.32000		125		W/49-1482/83/85	37,255

* Factors *

* denotes lines that do not contribute to the total acreage calculation.

232 Actual Front Feet, 0.52 Total Acres Total Est. Land Value = 37,255

Public Improvements

- Dirt Road
- Gravel Road
- X Paved Road
- X Storm Sewer
- X Sidewalk
- X Water
- X Sewer
- X Electric
- X Gas
- X Curb
- X Street Lights
- Standard Utilities
- Underground Utils.

Land Improvement Cost Estimates

Description	Rate	CountyMult.	Size	%Good	Cash Value
D/W/P: 4in Ren. Conc.	4.21	1.46	6242	80	30,694
Agricultural Local Cost Land Improvements					
Description	Rate	CountyMult.	Size	%Good	Cash Value
CAMAO3	0.00	1.00	1.0	83	0
CAMAO4	0.00	1.00	1.0	83	0
Total Estimated Land Improvements True Cash Value =					30,694

Topography of Site

- X Level
- Rolling
- Low
- High
- X Landscaped
- Swamp
- Wooded
- Pond
- X Waterfront
- Ravine
- Wetland
- Flood Plain
- X A

Who	When	What
DLS	08/21/1996	INSPECTED
DD	04/09/1997	DATA ENTER

Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/ Other	Taxable Value
2014	18,630	55,610	74,240			72,190C
2013	20,740	51,450	72,190			72,190S
2012	20,740	51,970	72,710			72,710S
2011	22,580	55,520	78,100			76,090C

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

Parcel Number: 58-55-49-01485-000 Jurisdiction: CITY OF MONROE County: MONROE Printed on 06/26/2013

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
LAJINESS, GERALD & MARY	GROSS, WILLIAM/SHARRY	255,000	09/14/2009	LC	PAYOFF LC	2009R16635	SELLER	0.0
LAJINESS, ROBERT S	GROSS, WILLIAM & SHARRY	105,000	09/01/1994	WD	WARRANTY DEED	1402-0538	BUYER	0.0

Property Address

1751 E FRONT ST

Class: 201 1 Zoning: WC (*

School: 01 MONROE PUBLIC SCHOOLS

P.R.E. 0%

MAP #: MARINA/65

2014 Est TCV 128,265 TCV/TFA: 0.00

Building Permit(s)	Date	Number	Status

Owner's Name/Address

GROSS, WILLIAM/SHARRY
4000 LAKESHORE DR
NEWPORT MI 48166

X Improved Vacant

Land Value Estimates for Land Table 00110.110 C-1,2,0 & FRINGE CBD

Taxpayer's Name/Address

GROSS, WILLIAM/SHARRY
4000 LAKESHORE DR
NEWPORT MI 48166

Public Improvements

- Dirt Road
- Gravel Road
- X Paved Road
- X Storm Sewer
- X Sidewalk
- X Water
- X Sewer
- X Electric
- X Gas
- X Curb
- X Street Lights
- Standard Utilities
- Underground Utils.

* Factors *

Description	Frontage	Depth	Front	Depth	Rate	%Adj.	Reason	Value
	1514.88	45.00	1.0000	0.0000	0	100*		0
C-1,2,0 & WC 70-200K SF	69676 SqFt		1.32000		125		W/49-1482/83/84	114,965

* denotes lines that do not contribute to the total acreage calculation.

1515 Actual Front Feet, 1.60 Total Acres Total Est. Land Value = 114,965

Tax Description

LAND BOUND NORTH BY RIVER RAISIN; EAST BY CITY OF MONROESEWAGE DISPOSAL PLANT; SOUTH BY FRONT ST; WEST BY PETERSON (875 BY 90) IN PC 349 ALSO DESC AS: PT OF PC 349 COMM S 49D 37M 23S E 603.77 FT; TH S 62D 46M 23S E 371.95 FT; TH S 57D 55M 23S

Topography of Site

- X Level
- Rolling
- Low
- High
- X Landscaped
- Swamp
- Wooded
- Pond
- X Waterfront
- Ravine
- Wetland
- Flood Plain
- X A

Agricultural Local Cost Land Improvements

Description	Rate	CountyMult.	Size	%Good	Cash Value
CAMAO3	0.00	1.00	1.0	83	0
CAMAO4	0.00	1.00	1.0	83	0

Who	When	What
DLS	08/21/1996	INSPECTED
DD	04/09/1997	DATA ENTER

Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/ Other	Taxable Value
2014	57,480	6,650	64,130			39,760C
2013	64,020	6,010	70,030			39,760C
2012	64,020	6,190	70,210			38,830C
2011	69,680	6,770	76,450			37,810C

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

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: **POLICY FOR THE ALLOWANCE OF PARKING PRIVATE VEHICLES IN THE CITY EMPLOYEE PARKING LOT, BY NON-EMPLOYEES**

DISCUSSION: At my direction, the Human Resources Director has undertaken a process to revamp the private vehicle parking permit process, for use of the city-employee parking lot, located adjacent to the intersection of First and Scott Streets. As part of this process, new permit tags have been obtained, and all of the currently issued permit stickers will become invalid shortly after the new permits have been issued to authorized city employee and non-employee users. The City does provide a limited number of permits to the employees of companies which lease city hall office space, under terms of their lease agreements.

In the weeks ahead, city staff will be proposing that the Council also authorize the issuance of a limited number of annual parking permits for the use of this lot to others, under a first-come-first-serve permit application process and the payment of a fee to be established by Council. City staff will recommend that these permits be limited to a number which coincides with the number of surplus parking spaces which can be reliably provided on a daily basis. The issuance of fee-based permits is anticipated to help ease some of the shortage of available parking for businesses and institutions in the vicinity and to generate a small amount of additional revenue for the City's Parking Fund.

Therefore, I am respectfully recommending, that City Council approve and adopt the attached policy entitled "City Employee Parking Lot, Permitted Parking for Non-City and Non-Employee Vehicles" and that the City Manager and/or his/her designee be authorized to implement and enforce the terms of the policy.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION: ☒For ☐Against

REASON AGAINST:

INITIATED BY: City Manager's Office

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

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City	Account Number	Amount
		$
		$
		$
		$
		$
Other Funds		$
		$
		$
		$

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office **DATE:** 6/27/13

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: 7/1/13

City of Monroe
City Employee Parking Lot
Permitted Parking for Non-City and Non-Employee Vehicles

Intent

The purpose of this policy is to establish the procedures for the allocation and assignment of parking permits to persons other than city employees, for the permissible use of the City's parking lot which is located on the south-west corner of Second and Scott Street; hereinafter referred to as the "city-employee parking lot".

General Statement of Policy

As its needs and space permits, the City may issue a limited number of passenger vehicle parking permits to those who are not regular employees of the City of Monroe for the use of the city-employee parking lot. Generally the permits will be issued on a first come first served basis, be valid for up to one year and be subject to the payment of the parking permit fees established by the City Council. The City may also issue city-employee parking lot permits under the terms of a lease for city hall office space or other agreements and for the temporary parking of vehicles used by others while involved with City business and functions. All motor vehicles not owned by the City, which are permitted to be parked in the City employee parking lot, shall be registered with the Human Resources Department and shall properly display a valid, City-issued parking permit.

Parking Permit Issuance Procedures

The City Manager and/or his/her designee shall determine parking assignments and changes in accordance with this policy, other City regulations and when otherwise necessary and/or beneficial to the operations of the City. The following items will need to be provided in order to register a vehicle with the Human Resources Department for the issuance of a city-employee parking lot parking permit. A copy of the documents listed will be kept on file in the Human Resources Department during the term of the permit.

1. A valid vehicle operator's license for the owner of the vehicle and any others who will operate the vehicle upon the City parking lot.
2. The vehicle(s) state registration.
3. A valid insurance certificate for the vehicle(s) registered.
4. Payment of the required parking permit fee.

Parking Regulations - City Employee Parking Lot

1. Parking in the City employee parking lot during the periods when the Monroe City Hall is open for regular, daytime business, shall be limited to vehicles displaying a valid parking permit, which is used only in compliance with other applicable provisions of this policy.
2. A parking permit is not transferrable to another vehicle which has not be registered with the City as described in this policy, unless otherwise authorized in writing by the City Manager or his/her designee.
3. Permit-holders are responsible for notifying the Human Resources Department of any changes affecting the parking permit registration of their vehicle(s).
4. Visitors conducting official City business shall obtain temporary permits from the Department with which they are conducting business.
5. Vehicles within City owned parking lots shall be operated at low speed and in a safe and careful manner.
6. Using a parking permit in violation of this policy or displaying an invalid parking permit may result in the ticketing and towing of the vehicle and the loss of parking privileges for those involved.
7. The parking permit (hang-tag) remains the property of the City of Monroe and must be returned to the Human Resources Department upon expiration of the permit.
8. Parking permits shall be hung from the interior rear view mirror of the vehicle, with the permit number clearly readable through the windshield of the vehicle.
9. The parking of any vehicle shall be within lanes whenever same are established by painted stripes or otherwise and shall conform to any and all other directions posted on the site.
10. Parking in all areas shall be in such a manner as to provide ample room for ingress to and egress from the area by other vehicular traffic and by persons entering or exiting their parked vehicle.
11. Vehicles shall not be parked in areas or spaces which are designated by signage and/or pavement marking as restricted, unless authorized in writing to do so by the City Manager or his/her designee.

Violations and Penalties

The owner or operator of a vehicle improperly parked or in any other manner in violation of any part of this policy or pertinent City ordinances or City traffic control orders or State statutes while operating or parking the vehicle in the City's employee parking lot, will be subject to the receipt of a parking violation fine and subject to the towing of the vehicle from the lot and its

impoundment. The City shall not be responsible for any costs or other expense occasioned by such removal and impoundment.

Liability

The City of Monroe is not liable for the cost of any damages to or theft of any privately owned vehicle or its contents, while the vehicle is parked in a City owned parking lot. Limited exceptions to this general policy may be possible if claims are approved pursuant to the City's General Liability Policy. The City is not liable for the cost of any damages or any costs associated with the towing and impoundment of vehicles parked in violation of this policy or City ordinances. The City does not at any time or under any condition assume any responsibility for personal injury, from any cause whatsoever, to any person or persons utilizing a City owned parking lot.

Adopted pursuant to action of the Monroe City Council, dated _____.