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, NOVEMBER 18, 2013
7:30 P.M.

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. PRESENTATION.

Presentation by Beckett & Reader regarding the River Raisin Corridor Plan.

V. 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 Council Work Session held on October 21, 2013, the Minutes of the Regular Council Meeting held on October 21, 2013 and November 4, 2013 and the Minutes of the Special Council Meeting held on November 7, 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.

252 Additional Costs for Sanitary Sewer Repairs – South Monroe Street.

1. Communication from the Director of Engineering & Public Services, submitting a change order to the 2013 Water Main Replacement Program to cover additional costs for repairs to the South Monroe Street Sanitary Sewer, and recommending that Council award an additional change order to the 2013 Water Main Replacement Program contract (Location A) to Salenbien Trucking & Excavating, for the repairs to the sanitary sewer along South Monroe Street in the amount of $22,818.46 (total costs less previous $20,000 authorization), and further recommending that the Director of Engineering & Public Services be authorized to sign the change order on behalf of the City of Monroe.

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

253 Bond Authorizing Resolution – 2013 Capital Improvement Bond.

1. Communication from the Finance Director, submitting a proposed resolution authorizing the 2013 Capital Improvement Bond, and recommending that Council approve the Resolution Authorizing 2013 Capital Improvement Bonds.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

254 Professional Services for the Fiscal Year 2013-14 Cross Connection Inspection Program.

1. Communication from the Director of Water & Wastewater Utilities, reporting back on proposals received for Professional Services for the Fiscal Year 2013-14 Cross Connection Inspection Program, and recommending that a purchase order in the amount of $12,504 for professional services to assist with implementation of the City's annual cross-connection control / backflow prevention program be awarded to Hydro Designs, Inc in accordance with their proposal dated November 12, 2013, and further recommending that the Director of Water & Wastewater Utilities or his designee be authorized to sign all necessary documents on behalf of the City of Monroe.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

255 Leaf Collection Award.

1. Communication from the Director of Engineering & Public Services, reporting back on the leaf collection contract, and recommending that Council authorize the Department of Public Services to contract with Gasper Recycling of Willis, Michigan for removal of leaves at a price of $8.00 per cubic yard, up to a maximum award of $10,000, and further recommending that the Director of Engineering & Public Services be authorized to execute any necessary agreement on behalf of the City of Monroe.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

256 M-125 (Monroe Street) Resurfacing Funding Contract with MDOT.

1. Communication from the Director of Engineering & Public Services, submitting a proposed resolution approving the contract with the Michigan Department of Transportation (MDOT) to perform the resurfacing of M-125 (Monroe Street) through the City of Monroe beginning in April 2014, 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.

257 CDBG Sub-recipient Agreement with Oaks of Righteousness for Warming Shelter.

1. Communication from the Director of Economic & Community Development, submitting a sub-recipient agreement with the Oaks of Righteousness for assistance in funding its Warming Shelter for the 2013-14 winter, and recommending that Council approve the proposed CDBG sub-recipient agreement with the Oaks of Righteousness and authorize the City Manager to execute the agreement.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

258 Request from the Friends of the River Raisin Battlefield to Hold Their Annual Commemoration of the Battles of the River Raisin on January 18, 2014.

1. Communication from the City Manager's Office, submitting a request from the Friends of the River Raisin Battlefield to hold the annual Commemoration of the Battles of the River Raisin on January 18, 2014, specifically: 1. to allow the use of the field on the corner of N. Dixie Highway and E. Elm Avenue for a military tactical demonstration from 8:30 a.m. to 11:30 a.m., as well as the parking lot at the Monroe Multi Sports Complex, 2. March up to fifty (50) re-enactors, plus spectators, to the Battlefield Visitor Center to the demonstration area along the Heritage bike path, 3. Allow additional parking along Detroit Avenue and East Elm Avenue, and 4. Snow clearance from sidewalks, parking lots, etc., as may be necessary and within jurisdiction of the city, and recommending that Council approve the request contingent upon item being met as outlined by the administration, subject to Council adopted policy and communication with the Monroe Multi Sports Complex management, insurance requirements being met, 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.

259 SAW Grant Application and Resolution – Monroe Metropolitan Wastewater System Energy Conservation Improvements.

1. Communication from the Director of Water & Wastewater Utilities, submitting a proposed resolution authorizing an application to apply for the SAW Grant for Monroe Metropolitan Wastewater System Energy Conservation Improvements, and recommending that Council adopt the proposed Resolution in order to meet the December 2, 2013 SAW Grant program submittal deadline.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

260 Vehicle Auction Authorization.

1. Communication from the Director of Engineering & Public Services, submitting a request for authorization to hold a public vehicle auction for two (2) vehicles that have been replaced with other units, and recommending that Council authorize the Department of Public Services to place these items into a public auction hosted by Rollo A. Juckett Auctioneer and/or Brad Neuhart, Auctioneer, and to allow them to secure a 10%

commission on all items sold, and further recommending that all items on the attached spreadsheet be sold to the highest bidder at the auction.

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

261 Wastewater Treatment Plant Energy Conservation Improvements Financing.

1. Communication from the Director of Water & Wastewater, submitting a proposed resolution and contract for the Wastewater Treatment Plant Energy Conservation improvements financing, and recommending that Council approve the resolution and contract referenced for the financing of Wastewater Treatment Plant Energy Conservation Improvements.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

262 Zinc Orthophosphate Tanks Removal and Replacement – Water Treatment Plant Bids.

1. Communication from the Director of Water & Wastewater, reporting back on bids received for the Zinc Orthophosphate Tanks removal and replacement at the Water Treatment Plant and recommending that Council approve a purchase order in the amount of $39,047 and a total amount for $43,000 be encumbered to include a 10% contingency, be awarded to Gratton Construction out of Monroe for the Removal and Replacement of the two Zinc Orthophosphate Tanks at the WTP as part of the fiscal year 2012-13 CIP project in accordance with the bid specifications.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

263 Cost Sharing with the Monroe County Treasurer for the Demolition of 914 East First Street.

1. Communication from the Director of Economic & Community Development, submitting an amendment to the Cost Sharing with the Monroe County Treasurer for the Demolition of 914 East First Street, and recommending that Council allocate $7,900 from the City's demolition service budget to cost share with the Monroe County Treasurer for the demolition of 914 East First Street; in accordance with the low bid received by the Treasurer's Office from Earthworks Concrete & Excavation, LLC, and further recommending that City Council allocate an additional $5,600 to cover a portion of the cost of removal and disposal of the Asbestos Containing Materials (ACM) and debris in accordance with the estimates received by the Treasurer's Office; resulting in a total City cost share of $13,500.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

VI. MAYOR'S COMMENTS.

VIII. COUNCIL COMMENTS.

IX. CITY MANAGER COMMUNICATION.

X. CITIZEN COMMENTS.

XI. ADJOURNMENT.

CITY OF MONROE
REGULAR COUNCIL MEETING
MONDAY, OCTOBER 21, 2013

Regular meeting of the City Council of the City of Monroe, Michigan held on Monday, October 21, 2013 at 7:30 p.m. in the City Hall Council Chambers.

Present: Council Member Molenda, Kansier, Beneteau, Hensley, McKart, Hall and Mayor Clark.

Sharon C. Malotky, Deputy Clerk, gave the invocation.

Mayor Clark led the Pledge of Allegiance.

Sharon C Malotky, Deputy City Clerk announced that the presentation by John Patterson has been removed from the agenda.

Presentation.

Presentation by Loretta LaPointe, Recreation Manager regarding the City of Monroe Parks Volunteer Program.

Public Hearing.

241 This being the date set to hear public comments on the Transfer of an Industrial Facilities Tax Exemption Certification for existing real property and for new real and personal property, pursuant to Public Act 198 of 1974, as amended, from PreBesto Homes, LLC to Hanwha L&C Alabama, LLC for the property located at 1530 E. Front Street, Monroe, Michigan, parcel #49-01498-003, and there being no comments on file in writing in the Clerk-Treasurer's Office, the Mayor declared the hearing open.

Council Member Molenda said it would be appropriate to have the Director of Economic & Community Development to highlight this project.

Dan Swallow, Director of Economic & Community Development explained that this project is related to what was a vacant building on the east side of the community near I75, located at 1530 East Front Street, the former home of manufactured home producers, ProBesto Homes, LLC and that is why they are referenced in this action. He said that the tax abatement is from Hanwha L&C, Alabama and their parent company is in South Korea. He noted that they are an auto parts supplier of glass fiber mat reinforced thermal plastics or expanded polypropylene, like headliners, dash components, door parts, etc. He said it will hopefully be an original equipment manufacturer; maybe to supply some of the big 3 automobile manufactures some of the component parts. He noted that they're looking to grow their business here in Monroe, they've purchased the building and they're investing significant amount of money to bring the vacant facility up to a state of the art manufacturing facility; it represents about an 8.2 million dollar investment by the company. He noted that after a review with staff and the Economic Development Review Committee, the recommendation is that Council grant this abatement; not only the transfer from ProBesto Homes, LLC to Hanwha L&C, which is a remainder of a prior abatement that was granted to this facility and also a new 12 year abatement through the industrial facility exemption process, which is a 50% reduction in the milage

rate that they would pay for new equipment. He said that the city would receive full rate tax revenue on existing equipment.

There being two persons present commenting and no comments on file in writing in the Clerk-Treasurer's Office, the Mayor declared the public hearing closed.

Council Action.

226 Tabled at the October 7, 2013 meeting.

The communication from the Director of Human Resources, submitting a revised Vehicle Fleet Safety Policy, and recommending that Council approve the attached Vehicle Fleet Safety Policy, No. 21 and direct City administration to proceed with implementation. It was moved by Council Member Molenda and seconded by Council Member Hall that Item 226 be tabled until the next regular meeting on October 21, 2013.

It was moved by Council Member Molenda and seconded by Council Member Hall that item 226 be removed from the table for further discussion.
Ayes: 7 Nays: 0
Motion carried.

Council Member Molenda said that he moved to table this item due to late review and suggestions that were submitted. He said that the changes have been made and Council has had a chance to review.

It was moved by Council Member Molenda and seconded by Council Member Hall that item 226 be accepted, placed on file and the recommendation be carried out.
Ayes: 7 Nays: 0
Motion carried.

Consent Agenda. (All items listed under the Consent Agenda are considered to be routine by Mayor and Council and may be approved by one motion. Any item may be removed for separate discussion by a Councilperson or citizen.)

A. Approval of the Minutes of the Regular City Council Meeting held on October 7, 2013.

B. Approval of payments to vendors in the amount of $814,249.72.
Action: Bills be allowed and warrants drawn on the various accounts for their payment.

241 Approval of an Industrial Facilities Property Tax Exemption for Hanwha L&C Alabama, LLC for its Facility Located at 1530 East Front Street.

1. Communication from the Director of Economic & Community Development, submitting a proposed resolution to approve an application for transfer of Industrial Facilities Property Tax Exemption for Hanwha L&C Alabama, LLC for its facility located at 1530 East Front Street, and recommending that Council approve the transfer of Industrial Facilities Exemption Certificate #2002-466 for the existing property from PreBesto Homes, LLC to Hanwha L&C Alabama, LLC for the 2013 tax year in the form of the attached resolution: following consideration of any comments received at the public hearing, and further recommending that Council approve a new Industrial Facilities

Exemption for Hanwha L&C Alabama, LLC for their facility located at 1530 E. Front Street for a period of 12-years, in the form of the attached resolution and authorize the Mayor and Clerk-Treasurer to complete the requisite documentation and Agreement; following consideration of any comments received at the public hearing.

2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

242 Huron Valley Sport Fishing Club Banner Request.

1. Communication from the City Manager's Office, submitting a request from the Huron Valley Sport Fishing Club for permission to display a banner across Monroe Street from January 20 – February 9, 2014 announcing their expo on February 8 & 9, 2014, and recommending approval of the request.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

243 Monroe Catholic Elementary Schools PTO School Event.

1. Communication from the City Manager's Office, submitting a request from Kimberly Blackmore, MCESW Hospitality Coordinator, on behalf of the Monroe Catholic Elementary Schools PTO for permission to use St. Mary's Parking Lot for a school event on October 25, 2013, and recommending that Council approve the request contingent upon items being met as outlined by the administration, subject to no additional overtime on other costs to the city, and that the City Manager be granted authority to alter/amend the event due to heath and/or safety reasons.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

244 Department of Public Services Vehicle Purchases.

1. Communication from the Director of Engineering & Public Services, submitting a request to replace four (4) full size pickup trucks used for regular DPS work activities, the Engineering Department's survey pickup and a unit for the Waste Water Treatment Department and three (3) one-ton dump trucks used by DPS for cold patching, and recommending that Council authorize the purchase of one (1) 2014 Ford F350 truck with custom body in the amount of $27,746 and a total of six (6) 2014 Ford F250 trucks in the total amount of $118,407 from Signature Ford of Owosso, and that the Director of Engineering & Public Services be authorized to prepare a purchase order for the above amount.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

245 Consider Awarding Community Development Block Grant FIX Projects to Williams Painting Co.

1. Communication from the Director of Economic & Community Development, submitting a request for the consideration of awarding two (2) Community Development Block Grant FIX Projects to Williams Painting Co., and recommending that Council award the Community Development Block Grant FIX contracts to Williams Painting for both projects with a budget of $24,080 plus an additional $919 in contingencies for the East Third Street project and a budget of $20,058 plus an

additional $4,012 in contingencies for the Winchester Avenue project, 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.

246 Refuse Collection Contract – Three-Year-Extension Award.

1. Communication from the Director of Engineering & Public Services, submitting a request to extend the current Refuse Collection Contract with Waste Management for a three-year term, and recommending that Council authorize a three-year extension of the Refuse Collection Contract through February 28, 2017 to Waste Management, Inc. as provided for in the attached documentation.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

247 Sawyer House Restoration Contractor Agreement.

1. Communication from the Finance Director, submitting an agreement for repairs to the Sawyer House, and recommending that Council authorize waiving the bid process and entering into a contract with Belfor Property Restoration for the repairs to the Sawyer House required as a result of the July 20, 2013 fire and water damage that will be covered by insurance, with the contract to be approved by the City Attorney, and that the City Manager be authorized to execute any necessary agreements related to the repair project.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

It was moved by Council Member Molenda and seconded by Council Member Hensley that all items of the Consent Agenda be approved as indicated.
Ayes: 7 Nays: 0
Motion carried.

Mayor's Comments.

Mayor Clark noted that the Monroe Area Soccer Association, MASA has given a check in the amount of $350 to the City of Monroe and said that we receive them periodically, almost quarterly, to put back into our recreation program. He also noted that the leaf bag distribution has been very successful this year.

Citizens Comments.

Bob Vergiels, commented on the "Make a Difference" breakfast at Manor School on Friday, October 25th from 7:15 a.m. to 8:30 a.m. and asked the Fourth Grade leader's to make a presentation to Mayor and Council.

Mayor Clark recognized the Monroe County Community College students who were in attendance at the meeting.

Ken Laird, 815 W. Front Street commented on the Monroe CYO Soccer League and on the lighting on the south side of Monroe Environmental.

Closed Executive Session.

It was moved by Council Member McKart and seconded by Council Member Kansier that Council go into Closed Executive Session to discuss potential property acquisition at 8:01 p.m.
Ayes: 7 Nays: 0
Motion carried.

It was moved Council Member Hall and seconded by Council Member Beneteau that Council reconvene to open session at 8:49 p.m.
Ayes: 7 Nays: 0
Motion carried.

Adjournment.

It was moved by Council Member Beneteau and seconded by Council Member Hall that the meeting adjourn at 8:50 p.m. until the next Regular Meeting on Monday, November 4, 2013 at 7:30 p.m.
Ayes: 7 Nays: 0
Motion carried.

_____ _____

Sharon C. Malotky
City Deputy Clerk

Robert E. Clark
Mayor

_____ CDE

CITY OF MONROE
COUNCIL WORK SESSION
MONDAY, OCTOBER 21, 2013

Work Session of the City Council of the City of Monroe, Michigan held on Monday, October 21, 2013 at 6:00 p.m. in the City Council Chambers.

Present: Council Members Molenda, Kansier, Beneteau (arrived at 6:11 p.m.), Hensley, McKart, Hall and Mayor Clark.

Also Present: George Brown, City Manager
Tom Ready, City Attorney
Peggy Howard, Director of Human Resources
Ed Sell, Finance Director

Mayor Clark noted that Council will hear from Peggy Howard, Director of Human Resources regarding the provision of the Affordable Care Act related to dependent coverage until age 26 and from Ed Sell, Finance Director regarding Microsoft Surface Tablet Orientation.

Following the presentation and orientation, the meeting adjourned at 7:18 p.m.

Sharon C. Malotky
Deputy City Clerk

Robert E. Clark
Mayor

CITY OF MONROE
REGULAR COUNCIL MEETING
MONDAY, NOVEMBER 4, 2013

Regular meeting of the City Council of the City of Monroe, Michigan held on Monday, November 4, 2013 at 7:30 p.m. in the City Hall Council Chambers.

Present: Council Member Kansier, Beneteau, Hensley, McKart, Hall, Molenda and Mayor Clark.

Sharon C. Malotky, Deputy Clerk, gave the invocation.

Mayor Clark led the Pledge of Allegiance.

Proclamation.

248 "Homeless Awareness Week" – November 10 – 17, 2013.

Consent Agenda. (All items listed under the Consent Agenda are considered to be routine by Mayor and Council and may be approved by one motion. Any item may be removed for separate discussion by a Councilperson or citizen.)

A. Approval of the Minutes of the Council Work Session held on October 21, 2013 and the Minutes of the Regular Council Meeting held on October 21, 2013.

B. Approval of payments to vendors in the amount of $959,462.18.
Action: Bills be allowed and warrants drawn on the various accounts for their payment.

249 Humane Society of Monroe County Gobble Wobble & Turkey Trot.

1. Communication from the City Manager's Office, submitting a request from the Humane Society of Monroe County for permission to hold a Gobble Wobble & Turkey Trot walk/run event at St. Mary's Park on November 16, 2013 at 10:00 a.m., to use the park, picnic shelter, parking lot and the Elm Avenue bike path, and recommending that Council approve the request contingent upon items being met as outlined by the administration, subject to costs recovery & fee waivers in accordance with City Council adopted policy, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

250 Approval of a Professional Services Agreement for Electrical Inspection and Plan Review Services.

1. Communication from the Director of Economic & Community Development, submitting a proposed Professional Services Agreement for Electrical Inspection and Plan Review Services, and recommending that Council approve the proposed Professional Services Agreement with Mr. Anthony Dawes to provide contracted electrical inspection and plan review services, and authorize the City Manager to execute the Agreement subject to final review and recommendation by the City Attorney.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

251 Competitive Grant Assistance Program Resolution.

1. Communication from the Finance Director, submitting a proposed resolution to accept a Competitive Grant Assistance Program Grant for additional funding to enhance the information technology services provided by the Monroe County IT Department, and recommending that Council approve the attached Resolution Accepting the CGAP Grant.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

It was moved by Council Member Molenda and seconded by Council Member Hensley that all items of the Consent Agenda be approved as indicated A be removed and considered separately.
Ayes: 7 Nays: 0
Motion carried.

A. Approval of the Minutes of the Council Work Session held on October 21, 2013 and the Minutes of the Regular Council Meeting held on October 21, 2013.

Council Member Molenda noted that he could not access the minutes from his tablet so he had not been able to read them. He said that because of that he did not feel good about approving them.

It was moved by Council Member McKart and seconded by Council Member Hall that item A, the Minutes of the Council Work Session held on October 21, 2013 and the Minutes of the Regular Council Meeting held on October 21, 2013 be tabled until the next regular Council Meeting.
Ayes: 7 Nays: 0
Motion carried.

Council Comments.

Council Member Kansier noted that tomorrow, November 5, is Election Day and said that the voter turnout in the last City Election was 19%. He said that number is a disappointment and that he hopes everyone will make it their priority to get out and vote.

Council Member Molenda noted that the Gobble Wobble & Turkey Trot Event to benefit the Monroe County Humane Society will be held on November 16, at St. Mary's Park and cited some of the activities that will take place during the walk/run event.

Mayor's Comments.

Mayor Clark also commented on Election Day and on Veterans Day and thanked Veterans for their service. He also announced that on Saturday, November 9 at 8:00 a.m., the Downtown Development Authority will decorate the downtown area and invited anyone who would like to help in the process. He also noted that beginning Tuesday, November 12 through Thursday, November 22 the City will host an educational opportunity for middle school students, high school students and the community to learn about the history of the War of 1812.

Citizens Comments.

Megan McCollum, 1222 East Front Street voiced her concern regarding the heroin addiction in Monroe County and said that on Thursday, November 22 there will be a rally in front of City Hall from 11:00 a.m. –

2:00 p.m. for parents and citizens. She said they chose this location so that the Mayor and City Council would be there to speak about the problem and what the community can do to help the city in battling the issue. She noted that MANTIS, a new drug enforcement organization in here now and she would like to see some funding set aside just for this problem.

Marley Ziegler, 15847 Keegan Road noted that there are frequent overdoses occurring in the city and county, needles lying everywhere and said that children cannot be outside without seeing needles lying all over. She said that she has a 15 year old teen that she is afraid to send to Monroe High School because of the drug problem.

Mayor Clark said that he looks forward to the rally on November 22 because it brings awareness of the problem to the residents and announced that on Tuesday, December 3 the Monroe County Prosecutor has called a summit as well to be held at Monroe County Community College and he encouraged the communities county wide to participate in that event as well. He invited all students from the Monroe County Community College who were at the meeting to stand and be recognized and thanked them for being there.

Adjournment.

It was moved by Council Member Hall and seconded by Council Member Kansier that the meeting adjourn at 7:53 p.m. until the next Regular Meeting on Monday, November 18, 2013 at 7:30 p.m.
Ayes: 7 Nays: 0
Motion carried.

_____ _____

Sharon C. Malotky
Deputy City Clerk

Robert E. Clark
Mayor

_____ CDE

CITY OF MONROE
SPECIAL COUNCIL MEETING
THURSDAY, NOVEMBER 7, 2013

Special meeting of the City Council of the City of Monroe, Michigan held on Thursday, November 7, 2013 at 8:00 p.m., in the City Council Chambers.

Present: Council Members Kansier, Beneteau, Hensley, Hall, Molenda and Mayor Clark.

Absent: Council Member McKart

The purpose of this meeting was to canvass the vote of the November 5, 2013 General City Election.

CANVASS OF VOTES CAST

At the Election Held on Tuesday, November 5, 2013

And Canvassed By the Board of Canvassers

Of the County of Monroe, Monroe County, Michigan

STATEMENT OF VOTES

The whole number of votes for the Office of Mayor for a two (2) year term was 2963 and they were given to the following named persons:

Clark, Robert E..... 1764
Evans, Charles D 1199

The whole number of votes for the Office of Clerk/Treasurer for a two (2) year term was 2964 and they were given to the following named persons:

Caldwell, Harold..... 189
Kansier, James 813
Lamour, Brian..... 769
LaVoy, Michelle..... 1193

The whole number of votes for the Office of Councilperson, 1st Precinct, for a two (2) year term was 2860 and they were given to the following named persons:

Hensley, Jeffery A..... 1725
McKart, Bronco 1135

The whole number of votes for the Office of Councilperson, 2nd Precinct, for a two (2) year term was 2844 and they were given to the following named persons:

Iacoangeli, John R 1488
McKart, Jerry L..... 1356

The whole number of votes for the Office of Councilperson, 3rd Precinct, for a two (2) year term was 2733 and they were given to the following named persons:

Hall, Willie 1195
Vining, Kellie 1538

The whole number of votes for the Office of Councilperson, 4th Precinct, for a two (2) year term was 2790 and they were given to the following named persons:

Molenda, Jeremy J 1637
Vititoe, H. Matt 1153

The whole number of votes for the Office of Councilperson, 5th Precinct, for a two (2) year term was 2284 and they were given to the following named persons:

Rafko, Gloria 2078
Write In..... 194

The whole number of votes for the Office of Councilperson, 6th Precinct, for a two (2) year term was 2834 and they were given to the following named persons:

Beneteau, Brian P 1210
Sisk, William..... 1624

CERTIFICATE OF DETERMINATION

STATE OF MICHIGAN
ss.
COUNTY OF MONROE

The Board of Canvassers of the County of Monroe, Monroe County, Michigan, having Ascertained and Canvassed the Votes of said City of Monroe at the General Election, held on the 5th day of November, two thousand and thirteen.

DO HEREBY CERTIFY AND DETERMINE:

That Robert E. Clark, having received a sufficient number of votes is elected Mayor.

That Michelle LaVoy, having received a sufficient number of votes is elected City Clerk/Treasurer.

That Jeffery A. Hensley, having received a sufficient number of votes is elected Councilperson - 1st Precinct.

That John R. Iacoangeli, having received a sufficient number of votes is elected Councilperson - 2nd Precinct.

That Kellie Vining, having received a sufficient number of votes is elected Councilperson - 3rd Precinct.

That Jeremy J. Molenda, having received a sufficient number of votes is elected Councilperson - 4th Precinct.

That Gloria Rafko, having received a sufficient number of votes is elected Councilperson - 5th Precinct.

That William Sisk, having received a sufficient number of votes is elected Councilperson - 6th Precinct.

IN WITNESS WHEREOF, We have hereto set our hands and affixed the Seal of the City of Monroe of Monroe County, this 7th day of November, in the year two thousand and thirteen.

ATTEST:

(SEAL)

_____

Sharon Lemasters
Clerk of Board of Canvassers

It was moved by Council Member Hensley and seconded by Council Member Kansier to accept the canvass of the vote of the November 5, 2013, election and place it on file.
Ayes: 6 Nays: 0 Absent: 1 (Council Member McKart)
Motion carried.

Adjournment.

It was moved by Council Member Hall and seconded by Council Member Beneteau that the meeting adjourn at 8:05 p.m. until the Regular Meeting on Monday, November 18, 2013 at 7:30 p.m.
Ayes: 6 Nays: 0
Motion carried.

_____

Charles D. Evans
City Clerk-Treasurer

_____

Robert E. Clark
Mayor

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: ADDITIONAL COSTS FOR SANITARY SEWER REPAIRS – SOUTH MONROE STREET

DISCUSSION: On June 6, 2013, the City Council awarded sanitary sewer rehabilitation work in five (5) locations to Lanzo Lining Services, Inc. of Deerfield Beach, Florida in the amount of $308,816. One of these projects is the lining of the existing 18" diameter sewer on South Monroe Street between Second Street and the 42" interceptor sewer on the south bank of the river. While work on most of this section has already been completed, we became aware of some major deficiencies in portions of the line between Front Street and the river that affect the ability of the contractor to complete lining work back in September. These were not apparent prior to construction, due to the lack of any original record drawings and the inability to videotape the line due to the presence of two 45-degree bends in the line, which are atypical for sanitary sewers. After consultation with the contractor, it was determined that at least some portions of this heavily deteriorated and crushed sanitary sewer could still be lined, but in order to do so, an additional manhole would need to be installed or a few sections of this line had to be replaced first. Unfortunately, as a lining contractor, they are not equipped to perform this work, particularly at the expected depth (12 to 13 feet) so the City had to arrange for this work to be performed by another contractor.

Due to the required short turnaround time to complete this installation, we had solicited pricing from the underground contractor that was working on the Telegraph Road Water Main Replacement project, Salenbien Trucking and Excavating of Dundee. This contract was awarded by the City Council in the amount of $667,777 on June 20, and was also the result of public bidding. Since Salenbien was the only contractor mobilized at the time, is local, and was believed to offer the best pricing, up to $20,000 in repair costs were appropriated to them on more or less a time and material basis at the September 16 City Council meeting.

Unfortunately, once excavation began, the situation was found to be significantly worse than expected. Not only were there sections of pipe simply missing, but the adjacent building foundation projected westward in a diagonal fashion and conflicted with the sanitary sewer corridor throughout nearly the entire project area. Many of the adjacent pipe sections to be tied into were also deteriorated, and given the extreme depth of the sewer, the expansion of the work area needed also resulted in significantly higher bracing and shoring costs. Given the building foundation constraints, the contractor was not even able to install a manhole as originally planned, instead simply replacing the pipe sections through the work area. As a result, the final time and material cost of $42,818.46 greatly exceeded the original appropriation. As this was more or less an emergency situation (made more so by the fact that the adjacent businesses could not even access their front doors safely for a few days), the Engineering Department authorized work to proceed expeditiously to completion, and we are now seeking authorization to compensate the contractor for these work activities they legitimately performed at our direction. The final time and material breakdown is attached for your review as well. It should also be noted that during this repair work, City staff and Salenbien also coordinated with personnel from Lanzo Lining, as it is our intention to also line this section as was originally envisioned.

IT IS RECOMMENDED that the City Council award an additional change order to the 2013 Water Main Replacement Program contract (Location A) to Salenbien Trucking & Excavating, Inc. for the repairs to the sanitary sewer along South Monroe Street in the amount of $22,818.46 (total costs less previous $20,000 authorization). **IT IS FURTHER RECOMMENDED** that the Director of Engineering and Public Services be authorized to sign the change order 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: Contractor costs have already been expended remedying this emergency situation.

STAFF RECOMMENDATION: X For ☐Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$810,718.46
Cost of This Project Approval	$22,818.46
Related Annual Operating Cost	$ N/A
Increased Revenue Expected/Year	$ N/A

*Includes this $22,818.46 award, plus original $20,000 change order award for this work, plus the original $767,900 encumbrance for the Telegraph Road Water Main Replacement ($667,777 plus contingencies)

SOURCE OF FUNDS:	City	Account Number	Amount
	Sanitary Sewer Rehab	590-75.529-973.000 014Z05	$22,818.46
	Other Funds		

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 11/12/13

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: November 18, 2013

CHANGE ORDER PRICING REVIEW

Date: 31-Oct-13

Work Order 1 **County:** Monroe

Project: Monroe Street MH Repair **Description:** Excavated to locate broken 18" sanitary sewer. Required 12" storm sewer. Excavated and shored 18" sewer for inspection via camera (2). Repair sewer.

Contractor: Salenbien Trucking & Exc.

Constr. Mgr.: City of Monroe

					TOTALS	Additional Fringes			
						Type	hours	x	rate
A. LABOR: (straight time only)									
worker classification	Operator	98	x	75.63	$2,511.74	IAP			0.1
		hours	x	rate =		LECET			0.16
worker classification	Foreman			79.93	$0.00	Train&App			0.35
		hours	x	rate =					
worker classification	Laborer	156		21.54	$3,360.24	SupplVaca			0.05
		hours	x	rate =		Apprentice			0.6
B. FRINGES:	(on labor only, not on Indl ECA etc.)					Adv/Promo			0.1
Health & Welfare		254		8.2	$2,082.80	Educ Comm			0.11
		hours	x	rate =					
Pension		254		9.9	$2,514.60				
		hours	x	rate =					
Vacation Fund		254		3.82	$970.28				
		hours	x	rate =					
Taxes (FICA, SUTA)		254		8.25	$2,095.50				
		hours	x	rate =					
Group Fringes (shown in table at right)				2.47	$0.00				
		hours	x	rate =		Total			

C. EQUIPMENT RENTALS	*Arrow board - Sign*	9		80	$720.00
	15 Barrel	9	x	75	$675.00
	Shoring	1	x	2207	$2,206.54
(Heavy specialized equipment)		hours/days/week	x	rate	
D. OWNED EQUIPMENT	314 Exc	20	x	150	$3,000.00
	Mini Exc.	74	x	100	$7,400.00
	544 Loader	21	x	125	$2,625.00
		hours/days/week	x	rate	
E. TRUCKING:	Tri-axle dump	52	x	75	$3,900.00
	Foreman's Truck	78	x	20	$1,560.00
	Subtotal (A,B,C,D,E):				$35,621.70
F. OVERHEAD: @ 10 %	(on items A,B,C,D & E @ 10%)				$3,562.17
G. MATERIALS	27A crushed concrete	30	x	9	$270.00
	26M4 stone	16	x	11	$176.00
	Materials- see attached breakdown	1	x	1149.6	$1,149.62
	Subtotal (A,B,C,D,E,F,G):				$40,779.49
H. PROFIT: @ 5%	(on items A,B,C,D,E,F & G)				$2,038.97

(profit of 5% requires additional to contract)

Subtotal (A thru H). $42,818.46

I. SUBCONTRACTOR

(reasonable cost for all labor & material) _____

J. SUBCONTRACTOR MARKUP _____ $0.00

(maximum of 10%)

Subtotal (I and J): $0.00

TOTAL COST (A thru H) + (I and J): $42,818.46

K. MISCELLANEOUS ITEMS (allowable @ cost only)

1. Bond extension Total Cost x 0% $0.00
2. *Premium portion of approved OT wages $0.00
3. Fees for permits, licenses, etc. _____
4. Mobilization charge _____

TOTAL COST (A thru H) + (I and J) + (K) $42,818.46

Monroe Street MH Repair

Material Breakdown:

1	MJ Cap DI	$ 62.54
3	8" Megalug	$ 99.00
3	Bolt/Gasket kits	$ 52.50
1	4x6 Reducer	$ 96.46
1	6" Inserta-Tee	$ 181.00
14 LF	18" SDR 35	$ 355.12
2	4" SDR35 45 bend	$ 12.00
12 LF	8" SDR35	$ 72.00
4	Bags of Mortar	$ 180.00
1	6" Megalug	$ 23.00
1	6" Bolt/Gasket kit	$ 16.00
		$1,149.62

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: Bond Authorizing Resolution- 2013 Capital Improvement Bond

DISCUSSION: The Capital Improvement Program budget approved in February 2013 included funding for the West Dunbar Road Water Main Replacement project and the Ozone System Upgrade & MCC 'C' Replacement at the Water Filtration Plant. Both projects were larger projects and were placed in the CIP budget to be funded with a bond issue. Current cost estimates for both projects combined amount to approximately $5.0 - $5.5 million. The Dunbar Road project bid has actually been awarded and is under construction. The Ozone System project bid will be due in December 2013.

Because of the schedule differences between the two projects, the Dunbar Road project was funded from the Water Fund reserves until the bonds are issued. At that point, the bond issue would reimburse the Water Fund for the costs of the project. The Notice of Intent Resolution, which was approved at the August 5, 2013 City Council meeting, included language to allow that to happen. The resolution calls for a maximum bond issue amount of $7.0 million, primarily because that is what was set in the Notice of Intent Resolution. Setting the bond amount in the resolution higher protects against having to start the referendum period over again and incurring additional advertisement costs. Based on current estimates, we do expect to reduce the amount of the bond issue, but the final estimate on the Ozone project won't be known until later in November and bids won't be received until mid-December. The bond sale will likely occur on December 12, 2013 and the sale will be based on the Engineer's best estimate of the cost at that time with some contingency added in. If the contingency is not spent on this project, it can be spent on future water capital projects.

The bond authorizing resolution needs to be approved by the City Council to sell the bonds. This will be the final action needed by the City Council to issue the bonds.

A letter from the City's bond counsel, Patrick McGow, and the bond authorizing resolution are attached explaining additional details of the bond issue.

It is recommended that the Mayor and City Council approve the Resolution Authorizing 2013 Capital Improvement Bonds.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: 11/18/13

REASON FOR DEADLINE: Bond Sale Date and Bond Sale Schedule

STAFF RECOMMENDATION: ☒ For ☐ Against

REASON AGAINST: N/A

INITIATED BY: Edward Sell, Finance Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Water Fund

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: Edward Sell, Finance Director **DATE:** 11/12/13

REVIEWED BY: **DATE:** 11-12-13

COUNCIL MEETING DATE: November 18, 2013

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

MICHIGAN: Ann Arbor
Detroit • Grand Rapids
Kalamazoo • Lansing • Troy
FLORIDA: Tampa
ILLINOIS: Chicago
NEW YORK: New York
OHIO: Cincinnati
CANADA: Toronto • Windsor
CHINA: Shanghai
MEXICO: Monterrey
POLAND: Gdynia
Warsaw • Wrocław

PATRICK F. McGOW
TEL (313) 496-7684
FAX (313) 496-8450
E-MAIL mcgow@millercanfield.com

Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL (313) 963-6420
FAX (313) 496-7500
www.millercanfield.com

November 12, 2013

Via Email and U.S. Mail

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

Re: City of Monroe 2013 Capital Improvement Bonds (Limited Tax General Obligation)

Dear Ed:

As we discussed on our conference call today, I have enclosed a Resolution Authorizing the 2013 Capital Improvement Bonds (Limited Tax General Obligation) to be considered for approval by the City Council at its meeting on Monday, November 18th. The Resolution authorizes the issuance of Bonds in the amount not to exceed $7,000,000 to pay part of the costs of acquiring, constructing, furnishing and equipping certain water supply system improvements, including water treatment plant facilities, rehabilitation, replacement and looping of water mains, together with all appurtenances and attachments (the "Project").

The Bonds will pledge the City's limited tax full faith and credit for support of the Bonds. The actual debt service payments for the Bonds are expected to be paid from the Water Supply System of the City.

The Resolution is based upon the bond specifications prepared by Public Financial Management, Inc. the City's financial advisors. The Resolution sets forth the terms of the Bonds, the form of Bonds, the form of notice of sale and provides for a competitive public sale of the Bonds. The Resolution also authorizes various City officials to take the necessary actions to issue, sell and deliver the Bonds and delegates the authority to award the Bonds to the City Manager and/or Finance Director. There are various blanks in the Resolution in the form of bond and form of Notice of Sale that are intended to be in blank, those items will be completed in the final forms of those documents.

The enclosed Resolution is the only remaining approval from the City Council needed for to issue and sell the Bonds. If approved, the Resolution authorizes the City Manager and Finance Director to take the necessary steps to select the sale date, proceed with the sale of the

Bonds and award the Bonds on the date of the sale of the Bonds to the bidder whose bid produces the lowest interest cost to the City. It also allows the authorized officers to reduce the size of the Bonds either before or at the time of sale of the Bonds.

We would appreciate receiving three (3) certified copies of the Resolution upon adoption by the City Council.

If you have any further questions please give me a call.

Very truly yours,

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

By: _____
Patrick F. McGow

Cc: George Brown, City Manager
Barry S. Laroy, Utilities Director
Kari Blanchett
Thomas Ready, Esq.

DISCLOSURE UNDER TREASURY CIRCULAR 230: The United States Federal tax advice contained in this document and its attachments, if any, may not be used or referred to in the promoting, marketing or recommending of any entity, investment plan or arrangement, nor is such advice intended or written to be used, and may not be used, by a taxpayer for the purpose of avoiding Federal tax penalties. Advice that complies with Treasury Circular 230's "covered opinion" requirements (and thus, may be relied on to avoid tax penalties) may be obtained by contacting the author of this document.

RESOLUTION AUTHORIZING
2013 CAPITAL IMPROVEMENT BONDS
(LIMITED TAX GENERAL OBLIGATION)

City of Monroe
County of Monroe, State of Michigan

Minutes of a regular meeting of the City Council of the City of Monroe, County of Monroe, State of Michigan (the "City"), held on November 18, 2013, at 7:30 o'clock p.m., Eastern Standard Time.

PRESENT: Members: _____

_____

ABSENT: Members: _____

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

WHEREAS, the City does hereby determine that it is necessary to pay all or part of the costs of acquiring, constructing, furnishing and equipping water supply system improvements, including water treatment plant facilities, rehabilitation, replacement and looping of water mains, together with all appurtenances and attachments (together, the "Project"); and

WHEREAS, to finance the cost of the Project, the City Council deems it necessary to borrow the principal amount of not to exceed Seven Million Dollars ($7,000,000) and issue capital improvement bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), to pay the cost of the Project; and

WHEREAS, a notice of intent for bonds was published in accordance with Act 34 which provides that the capital improvement bonds may be issued without a vote of the electors of the City unless a proper petition for an election on the question of the issuance of the bonds is filed with the City Clerk within a period of forty-five (45) days from the date of publication and as of this date no petition has been filed with the Clerk.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Bonds; Bond Terms. Bonds of the City designated 2013 CAPITAL IMPROVEMENT BONDS (LIMITED TAX GENERAL OBLIGATION) (the "Bonds") are authorized to be issued in the aggregate principal sum of not to exceed Seven Million Dollars ($7,000,000) for the purpose of paying all or part of the cost of the Project, including the costs incidental to the issuance, sale and delivery of the Bonds. The issue shall consist of bonds in fully-registered form of the denomination of $5,000, or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, numbered consecutively in order of registration, dated as of the date of delivery. The Bonds

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

shall bear interest, mature and be payable at the times and in the manner set forth in Sections 6 and 7 hereof.

The Bonds shall be sold at public sale at a price not less than 99% nor more than 102% of the principal amount thereof.

The Bonds shall be subject to redemption prior to maturity in the manner and at the times and prices set forth in Sections 6 and 7 hereof and if term bonds are selected by the original purchaser of the bonds, then the bonds will be subject to mandatory redemption in accordance with the foregoing maturity schedule at par.

Interest shall be payable to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. Interest shall be payable to the registered owner of record as of the 15th day of the month preceding the payment date for each interest payment. The principal of the Bonds shall be payable at a bank or trust company as a registrar and transfer agent for the Bonds to be selected by the City Manager or Finance Director (the "Transfer Agent").

The Bonds shall be issued in book-entry only form through The Depository Trust Company in New York, New York ("DTC") and the City Manager and Finance Director are each authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry only form and to make such changes in the Bond Form within the parameters of this resolution as may be required to accomplish the foregoing.

2. Execution of Bonds. The Bonds of this issue shall be executed in the name of the City with the manual or facsimile signatures of the Mayor and City Clerk of the City and shall have the seal of the City, or a facsimile thereof, printed or impressed on the Bonds. No Bond shall be valid until authenticated by an authorized officer or representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the purchaser or other person in accordance with instructions from the Finance Director of the City upon payment of the purchase price for the Bonds in accordance with the bid therefor when accepted.

3. Transfer of Bonds. The Transfer Agent shall keep the books of registration for this issue on behalf of the City. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

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

Unless waived by any registered owner of Bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the City. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the place where the Bonds called for redemption are to be surrendered for payment; and that interest on the Bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

4. Limited Tax Pledge; Debt Retirement Fund; Defeasance of Bonds. The City hereby pledges its limited tax full faith and credit for the prompt payment of the Bonds. The City shall, each year budget the amount of the debt service coming due in the next fiscal year on the principal of and interest on the Bonds and shall advance as a first budget obligation from its general funds available therefor, or, if necessary, levy taxes upon all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations, such sums as may be necessary to pay such debt service in said fiscal year.

The Treasurer is authorized and directed to open a depositary account with a bank or trust company designated by the City Council, to be designated 2013 CAPITAL IMPROVEMENT BONDS (LIMITED TAX GENERAL OBLIGATION) DEBT RETIREMENT FUND (the "Debt Retirement Fund"), the moneys to be deposited into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Bonds as they mature.

In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the Bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

5. Construction Fund; Proceeds of Bond Sale. The Treasurer is authorized and directed to open a separate depositary account with a bank or trust company designated by the City Council, to be designated 2013 CAPITAL IMPROVEMENT BONDS (LIMITED TAX GENERAL OBLIGATION) CONSTRUCTION FUND (the "Construction Fund") and deposit into said Construction Fund the proceeds of the Bonds less accrued interest, if any, which shall be deposited into the Debt Retirement Fund. The moneys in the Construction Fund shall be used solely to pay the costs of the Project and the costs of issuance of the Bonds.

6. Bond Form. The Bonds shall be in substantially the following form:

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

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF MONROE

CITY OF MONROE

2013 CAPITAL IMPROVEMENT BOND
(LIMITED TAX GENERAL OBLIGATION)

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
	May 1, _____	_____, 2013	

Registered Owner:

Principal Amount: Dollars

The City of Monroe, County of Monroe, State of Michigan (the "City"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on May 1, 2014 and semiannually thereafter. Principal of this bond is payable at the designated office of _____, _____, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding the interest payment date as shown on the registration books of the City kept by the Transfer Agent by check or draft mailed to the registered owner of record at the registered address. For prompt payment of this bond, both principal and interest, the full faith, credit and resources of the City are hereby irrevocably pledged.

This bond is one of a series of bonds aggregating the principal sum of $_____, issued for the purpose of paying the cost of certain capital improvements for the City. This bond is issued under the provisions of Act 34, Public Acts of Michigan, 2001, as amended and a duly adopted resolution of the City.

Bonds of this issue maturing in the years 2014 to 2020, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds of this issue in multiples of $5,000 maturing in the year 2021 and thereafter shall be subject to redemption prior to maturity, at the option of the City, in any order of maturity and by lot within any maturity, on any date on or after November 1, 2020, at par and accrued interest to the date fixed for redemption.

In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent, upon presentation of the bond called in part for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the

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

original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the Transfer Agent to redeem said bond or portion thereof.

This bond is transferable only upon the registration books of the City kept by the Transfer Agent by the registered owner of record in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed.

This bond, including the interest thereon, is payable as a first budget obligation from the general funds of the City, and the City is required, if necessary, to levy ad valorem taxes on all taxable property in the City for the payment thereof, subject to applicable constitutional, statutory and charter tax rate limitations.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the City, including this bond, does not exceed any constitutional, statutory or charter debt limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the City of Monroe, by its City Council, has caused this bond to be signed in the name of the City by the facsimile signatures of its Mayor and City Clerk and a facsimile of its corporate seal to be printed hereon, all as of the Date of Original Issue.

CITY OF MONROE
County of Monroe
State of Michigan

By: _____
Its: Mayor

(SEAL)

By: _____
Its: City Clerk

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

(Form of Transfer Agent's Certificate of Authentication)

DATE OF AUTHENTICATION:

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned resolution.

_____.
_____, Michigan
Transfer Agent

By: _____
Authorized Signatory

[Bond printer to insert form of assignment]

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

7. Notice of Sale. The Finance Director is authorized to fix a date of sale for the Bonds and to publish a notice of sale of the Bonds in ***The Bond Buyer***, New York, New York, which notice of sale shall be in substantially the following form:

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

OFFICIAL NOTICE OF SALE

$_____*
CITY OF MONROE
COUNTY OF MONROE, STATE OF MICHIGAN
2013 CAPITAL IMPROVEMENT BONDS
(LIMITED TAX GENERAL OBLIGATION)
**Subject to adjustment as set forth in this Notice of Sale*

SEALED BIDS for the purchase of the above bonds will be received by the undersigned at the Offices of the Finance Director located at the Monroe City Hall, 120 E. First Street, Monroe, Michigan 48161 on Thursday, the 12th day of December, 2013 until 10:30 a.m., prevailing Eastern Time, at which time and place said bids will be publicly open ad read.

SEALED BIDS will also be received in the alterative on the same date and until the same time at the offices of the Municipal Advisory Council of Michigan (the "MAC"), Buhl Building, 535 Griswold, Suite 1850, Detroit, Michigan 48226, when, simultaneously, the bids will be opened and read.

FAXED BIDS: Signed bids may be submitted by fax to the City at fax number (734) 243-8683, Attention: Finance Director and by MAC members only to the MAC at (313) 963-0943, provided that faxed bids must arrive before the time of sale and the bidder bears all risks of transmission failure and the GOOD FAITH DEPOSIT MUST BE MADE AND RECEIVED as described in the Section "GOOD FAITH" below.

ELECTRONIC BIDS: Electronic bids will also be received on the same date and until the same time by Bidcomp/Parity as agent of the undersigned. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Anthony Leyden or CLIENT SERVICES, 1359 Broadway, Second Floor, New York, New York 10010, (212) 849-5021. IF ANY PROVISION OF THIS NOTICE OF SALE SHALL CONFLICT WITH INFORMATION PROVIDED BY BIDCOMP/PARITY, AS THE APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS NOTICE SHALL CONTROL.

Bidders may choose any means or location to present bids but a bidder may not present a bid in more than one location or by more than one means.

BOND DETAILS: The bonds will be registered bonds of the denomination of $5,000 or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, originally dated as of the date of initial delivery, numbered in order of registration, and will bear interest from their date payable on May 1, 2014, and semiannually thereafter.

The bonds will mature on the 1st day of May in each of the years, as follows:

Year	Amount	Year	Amount
2014	$ 75,000	2024	$355,000
2015	235,000	2025	370,000

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2016	245,000	2026	385,000
2017	255,000	2027	405,000
2018	270,000	2028	425,000
2019	280,000	2029	445,000
2020	295,000	2030	465,000
2021	305,000	2031	490,000
2022	320,000	2032	510,000
2023	335,000	2033	535,000

*ADJUSTMENT OF TOTAL PAR AMOUNT OF BONDS AND PRINCIPAL MATURITIES: The aggregate principal amount of this issue has been determined as the amount necessary to construct the projects and to pay costs of issuance on the bonds assuming certain conditions existing as of the date of publication. Following receipt of bids and prior to final award, the City reserves the right to increase or decrease the aggregate principal amount by an amount not to exceed $_____. The increase or decrease will be in increments of $5,000, will not exceed $25,000 per maturity and may be made in any maturity. The purchase price will be adjusted proportionately to the increase or decrease in issue size, but the interest rates specified by the successful bidder for all maturities will not change. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at rate or rates not exceeding 6% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. The interest on any one bond shall be at one rate only and all bonds maturing in any one year must carry the same interest rate. The difference between the highest and lowest interest rates bid shall not exceed three percent (3.0%) per annum. THE INTEREST RATE FOR EACH SERIAL OR TERM BOND MATURITY SHALL BE EQUAL TO OR GREATER THAN THE PRECEDING SERIAL OR TERM BOND MATURITY. No proposal for the purchase of less than all of the bonds or at a price less than 99.5% of their par value will be considered.

PRIOR REDEMPTION OF BONDS: Bonds maturing in the years 2014 to 2020 inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of $5,000 maturing in the year 2021 and thereafter shall be subject to redemption prior to maturity, at the option of the City, in any order of maturity and by lot within any maturity, on any date on or after November 1, 2020, at par and accrued interest to the date fixed for redemption.

In case less than the full amount of an outstanding bond is called for redemption, the transfer agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so

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called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the transfer agent to redeem said bond or portion thereof.

TERM BOND OPTION: The initial purchaser of the bonds may designate any one or more maturities from May 1, 2014 through the final maturity as term bonds and the consecutive maturities on or after the year 2014 which shall be aggregated in the term bonds. The amounts of the maturities which are aggregated in a designated term bond shall be subject to mandatory redemption on May 1 of the years and in the amounts set forth in the above maturity schedule at a redemption price of par, plus accrued interest to the date of mandatory redemption. Term bonds or portions thereof mandatorily redeemed shall be selected by lot. Any such designation must be made at the time bids are submitted and must be listed on the bid.

BOOK-ENTRY ONLY: The bonds will be issued in book-entry only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the bonds. Purchase of the bonds will be made in book-entry-only form, in the denomination of $5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in bonds purchased. It will be the responsibility of the purchaser to obtain DTC eligibility. Failure of the purchaser to obtain DTC eligibility shall not constitute cause for a failure or refusal by the purchaser to accept delivery of and pay for the bonds.

TRANSFER AGENT AND REGISTRATION: Principal shall be payable at the principal corporate trust office of _____, _____, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner of record not less than 60 days prior to an interest payment date. Interest shall be paid by check mailed to the registered owner of record as shown on the registration books of the City as of the 15th day prior to an interest payment date. The bonds will be transferred only upon the registration books of the City kept by the transfer agent.

PURPOSE AND SECURITY: The bonds are authorized for the purpose of paying the cost of acquiring and constructing certain capital improvements for the City. The bonds will be a first budget obligation of the City, payable from the general funds of the City including the collection of ad valorem taxes on all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations. The rights or remedies of bondholders may be affected by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally now existing or hereafter enacted and by the application of general principles of equity including those relating to equitable subordination.

GOOD FAITH: A good faith deposit in the form of a certified or cashier's check drawn upon an incorporated bank or trust company, or wire transfer, in the amount of $_____ payable to the order of the Treasurer of the City will be required of the successful bidder. The successful bidder is required to submit its good faith deposit to the City as instructed by the City not later than Noon, prevailing Eastern Time, on the next business day following the sale. The good faith deposit will be applied to the purchase price of the bonds. In the event the purchaser fails to honor its accepted bid, the good faith deposit will be retained by the City. No interest shall be allowed on the good faith check. The good faith check of the successful bidder will be cashed and payment for the balance of the purchase price of the bonds shall be made at the closing.

AWARD OF BONDS: The bonds will be awarded to the bidder whose bid produces the lowest

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

true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on May 1, 2014 and semi-annually thereafter) necessary to discount the debt service payments from their respective payment date to _____, 2013, in an amount equal to the price bid, excluding accrued interest. Each bidder shall state in its bid the true interest cost to the City, computed in the manner specified above.

TAX MATTERS: In the opinion of Miller, Canfield, Paddock and Stone, P.L.C., bond counsel, under existing law, assuming compliance with certain covenants, interest on the bonds is excludable from gross income for federal income tax purposes as described in the opinion, and the bonds and interest thereon are exempt from all taxation by the State of Michigan or any taxing authority within the State of Michigan except inheritance and estate taxes and taxes on gains realized from the sale, payment or other disposition thereof. The successful bidder will be required to furnish, at delivery of the bonds, a certificate in a form acceptable to bond counsel as to the "issue price" of the bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended (the "Code"). Such certificate will include (i) for those maturities where 10% of each such maturity of the bonds has been sold to members of the general public (excluding underwriters, brokers and dealers) prior to delivery of the bonds, the price at which the first 10% of each such maturity was sold to members of the general public, and (ii) for those maturities where 10% of such maturity has not been sold to members of the general public (excluding underwriters, brokers and dealers) prior to delivery of the bonds, an agreement by the successful bidder to provide bond counsel with the prices at which the first 10% of each such maturity is ultimately sold to members of the general public.

QUALIFIED TAX EXEMPT OBLIGATIONS: The City has designated the bonds as "Qualified Tax Exempt Obligations" for purposes of the deduction of interest expense by financial institutions pursuant to the Code.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Miller, Canfield, Paddock and Stone, P.L.C., attorneys of Detroit, Michigan, a copy of which opinion will be furnished without expense to the purchaser of the bonds at the delivery thereof. The fees of Miller, Canfield, Paddock and Stone, P.L.C. for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to validity of the above bonds, Miller, Canfield, Paddock and Stone, P.L.C. has not been requested to examine or review and has not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials.

DELIVERY OF BONDS: The City will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser through DTC in New York, New York, or such other place to be agreed upon. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the time of delivery of the bonds. If the bonds are not tendered for delivery by twelve o'clock noon, prevailing Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned in which event the City shall promptly return the good faith deposit. Payment for the bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the bonds shall be paid by the purchaser at the time of delivery.

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CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on the bonds, but neither the failure to print such numbers on any bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the bonds in accordance with terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on the bonds shall be paid for by the City; provided, however, that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the purchaser.

OFFICIAL STATEMENT: The City or its financial advisor will provide the winning bidder with a reasonable number final Official Statements within 7 business days from the date of sale so as to permit the underwriter to comply with the Securities and Exchange Commission Rule 15c2-12. Additional copies of the Official Statement will be supplied by Public Financial Management, Inc., financial advisor to the City, upon request and agreement by the underwriter to pay the cost of additional copies. Requests for additional copies should be made to Public Financial Management, Inc. within 24 hours of the date of sale.

BOND INSURANCE AT PURCHASER'S OPTION: If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the Bonds. Any and all increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser, except that if the City has requested and received a rating on the Bonds from a rating agency, the City shall pay the fee for the requested rating. Any other rating agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE CITY.

CONTINUING DISCLOSURE: As described more fully in the Official Statement, the City has agreed to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, on or prior to the sixth month after the end of each fiscal year commencing with the fiscal year ended December 31, 2012, (i) certain annual financial information and operating data, including audited financial statements for the preceding fiscal year, generally consistent with the information contained or cross-referenced in the Official Statement relating to the bonds, (ii) timely notice of the occurrence of certain material events with respect to the bonds and (iii) timely notice of a failure by the City to provide the required annual financial information on or before the date specified in (i) above.

FINANCIAL CONSULTANT: Further information relating to the bonds may be obtained from Public Financial Management, Inc., 305 E. Eisenhower Parkway, Suite 305, Ann Arbor, Michigan 48108. Telephone: (734) 994-9700, Facsimile: (734) 994-9710, E-mail: blanchettk@pfm.com.

ENVELOPES containing the bids should be plainly marked "Proposal for 2013 Capital Improvement Bonds (Limited Tax General Obligation)."

Charles D. Evans, CMC, CMFA
City Clerk-Treasurer
City of Monroe

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

8. Useful Life of Project. The estimated period of usefulness of the Project is hereby declared to be not less than twenty (20) years.

9. Tax Covenant; Qualified Tax-Exempt Obligations. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Bond proceeds and moneys deemed to be Bond proceeds. . The City hereby designates the Bonds as "qualified tax exempt obligations" for purposes of deduction of interest expense by financial institutions pursuant to the Code.

10. Official Statement; Insurance; Ratings. The City Manager, Finance Director and the Treasurer are each authorized and directed to cause the preparation and circulation of a preliminary and final Official Statement with respect to the Bonds; to procure a policy of municipal bond insurance with respect to the Bonds or cause the qualification of the Bonds therefor if, upon the advice of the Financial Advisor to the City, the acquisition of such insurance would be of economic benefit to the City; and to obtain ratings on the Bonds.

11. Continuing Disclosure. The City agrees to enter into a continuing disclosure undertaking for the benefit of the holders and beneficial owners of the Bonds in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, and the City Manager and Finance Director are each hereby authorized to execute such undertaking prior to delivery of the Bonds.

12. Authorization of Other Actions. The City Manager and Finance Director are each hereby authorized to adjust the final Bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing are authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, Public Acts of Michigan, 2001, as amended, including but not limited to, determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, and other matters within the parameters described in this resolution. The City Manager and Finance Director are each authorized and directed to take all other actions necessary or advisable, and to make such other filings with any parties, including the Michigan Department of Treasury, to enable the sale and delivery of the Bonds as contemplated herein.

13. Award of Sale of Bonds. The City Manager and Finance Director are each hereby authorized on behalf of the City to award the sale of the Bonds to the bidder whose bid meets the requirements of law and which produces the lowest true interest cost to the City computed in accordance with the terms of the Official Notice of Sale as published.

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

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

AYES: Members: _____

_____

NAYS: Members: _____

RESOLUTION DECLARED ADOPTED.

_____
Charles D. Evans, CMC, CMFA
City Clerk-Treasurer

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Monroe, County of Monroe, State of Michigan, at a regular meeting held on November 18, 2013, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

_____
Charles D. Evans, CMC, CMFA
City Clerk-Treasurer

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

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: REPORT BACK ON PROPOSALS RECEIVED FOR PROFESSIONAL SERVICES FOR THE FISCAL YEAR 2013-14 CROSS CONNECTION INSPECTION PROGRAM

DISCUSSION: The Water Department received one proposal for professional services to assist with the implementation of the City's annual cross-connection control / backflow prevention program. The proposal received is based on an RFP sent out to qualified consultants in the region (see attached analysis). The Water Department is required to perform / institute a cross-connection program within the City water system in accordance with MDEQ requirements and City ordinance. For all industrial, commercial, institutional facilities and miscellaneous water users cross-connection compliance is required in an effort to prevent backflows from occurring within the City water system.

The proposal's general scope includes performing 125 initial inspection / compliance / re-inspections, provide various comprehensive & MDEQ reporting, review and recommend cross-connection ordinance updates, inventorying and documenting facility and testing data, performing oversight on all related work activities to contact / gain access / inspect individual facilities per the facility list provided by the Water Department, and establish / maintain a community wide public relations program for awareness of cross-connections. This type of work is considered a professional service due to it being a specialty service. Only a few available consultants within our region perform this type of work.

Attached are responses to the RFP sent out however only one provided a proposal. The proposal received is from Hydro Designs, Inc out of Troy, MI. The proposal schedule is to complete all fiscal year 2013-2014 proposal elements and inspection services by June 30, 2014. The consultant submitting the proposal can perform the work based on the fact that they have completed several past cross connection / backflow prevention programs including inspections & training for the City of Monroe Water Department the last several years. They are familiar with the water system customer base and the existing City's cross-connection control / backflow prevention ordinance. In an effort to assist the City of Monroe with the amount of water system cross-connection / backflow inspections required and to ensure compliance with the Water Supply Cross-Connection Rules of the MDEQ it is recommended to award Hydro Designs, Inc the work based on their proposal. The cost is included in the Water Department's fiscal year 2013-2014 budget where adequate funding has been budgeted.

The proposal and service agreement has been reviewed by Tom Ready, City Attorney such that he is familiar with the documents language.

IT IS RECOMMENDED that a purchase order in the amount of $12,504.00 for professional services to assist with implementation of the City's annual cross-connection control / backflow prevention program be awarded to Hydro Designs, Inc in accordance with their proposal dated November 12, 2013. IT IS FURTHER RECOMMENDED to authorize the Director of Water and Wastewater or his designee to be authorized to sign all necessary documents on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: ASAP

REASON FOR DEADLINE: Complete required cross-connection inspections for FY 2013-14.

STAFF RECOMMENDATION: ☒ For ☐ Against

REASON AGAINST: N/A

INITIATED BY:

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

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$ 12,504.00
Cost of This Project Approval	$ 12,504.00
Related Annual Operating Cost	$ N/A
Increased Revenue Expected/Year	$ N/A

SOURCE OF FUNDS:

City	Account Number	Amount
General Contract Services	591-40.540-818.020	$ 12,504.00

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** November 12, 2013

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: November 18, 2013

FY 2013-2014 CROSS-CONNECTION
PROPOSAL ANALYSIS

CONSULTANT	PRICE	MEETS RFP REQ'TS
HYDRO DESIGNS, INC	$ 12,504.00	YES
BACKFLOW SOLUTIONS, INC	NO RESPONSE	YES
M.E. SIMPSON	NO RESPONSE	YES

Corporate Headquarters
5700 Crooks Rd., Ste. 100
Troy, MI 48098
800.690.6651 toll free
248.250.5000 phone
248.786.1789 fax

Wisconsin Office
2665 S. Moorland Rd., Ste. 209
New Berlin, WI 53151
800.315.4305 toll free
262.264.6402 phone
262.784.6106 fax

HydroDesigns
Cross Connection Control

www.hydrodesignsinc.com

November 12, 2013

Kevin Armstrong
Water Superintendent
City of Monroe
120 East First St.
Monroe, MI 48161

Dear Kevin,

Based on your current Cross Connection Control (CCC) Program, we have prepared a program that will continue to meet your specific Cross-Connection Control Program needs. Also, included within this package is our standard Professional Services Agreement. For your convenience, this presentation has been divided into four sections. They include:

- Background
- Executive Summary
- Staff Capabilities
- Professional Services Agreement

This proposal is based upon completing a total of **125** initial inspections, compliance inspections/re-inspections of your commercial, industrial & institutional facilities on an annual basis.

This proposal is based on a period of 8 months with all proposal elements being completed by June 30, 2014. High hazard facilities will be re-inspected on an annual basis with all the remaining low hazard facilities being inspected on a five-year re-inspection frequency. HDI has assessed the degree of hazard of each facility and determined the re-inspection frequency during the initial inspection of each facility.

If you have any questions please feel free to contact me at 248-250-5022. We look forward to working with you and the City of Monroe again on this project.

Sincerely,

Paul Patterson

Paul Patterson
Hydro Designs, Inc.
ppatterson@hydrodesignsinc.com

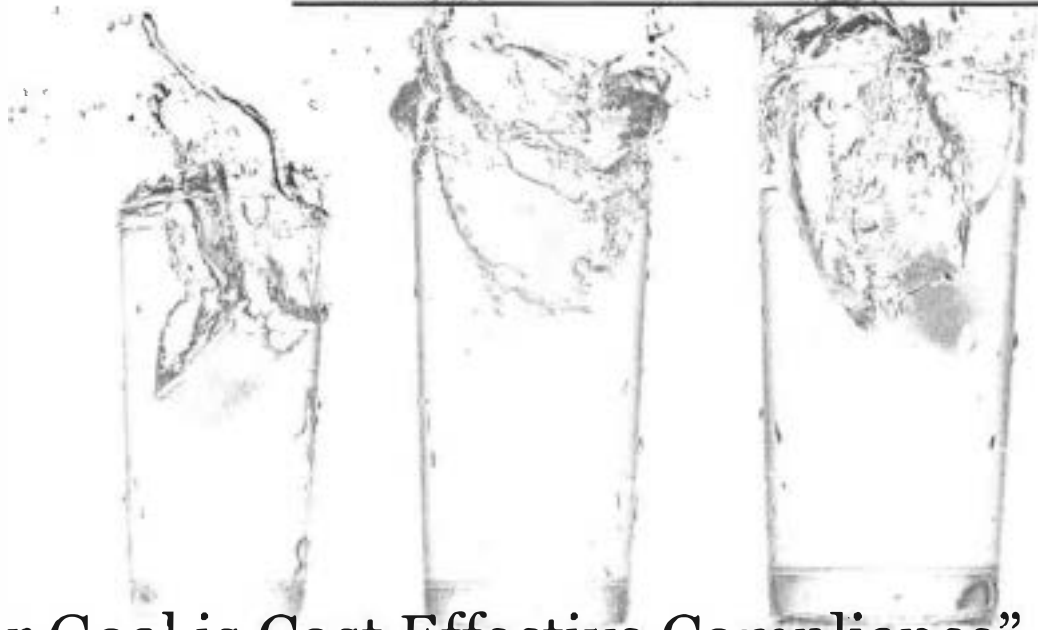
Proposal

City of Monroe
Monroe, Michigan

November 12, 2013

Kevin Armstrong
Water Superintendent
City of Monroe
120 East First Street
Monroe, MI 48161

Hydro Designs, Inc. Background	
Executive Summary	1
Professional Service Agreement	2 - 8
Appendix	9



"Our Goal is Cost Effective Compliance"

Executive Summary

Program Recommendations

Based on your current program, HDI will provide the following services to the City of Monroe. This project is a continued effort for an on going compliant Cross-Connection Control Program and will provide the City of Monroe with the necessary data and information to keep your community in compliance with the Michigan Department of Environmental Quality (DEQ). Once this project has been approved and accepted by the City of Monroe and HDI, you may expect completion of the following elements by June 30, 2014. The components of the project include:

1. Perform **125** initial inspections and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the City of Monroe served by the public water supply for cross-connections. Inspections will be conducted in accordance with the DEQ Water Bureau Cross Connection Control regulations. One "compliance inspection" or "follow up" inspection if needed for the above facilities will be completed at no cost to the utility. (See Section 2.2 for inspection definitions.)

2. Generate and document the required program data for the facilities using the HDI Software Data Management Program.

3. Submit comprehensive management reports on a quarterly basis.

4. Conduct an annual review meeting to discuss overall program status and recommendations.

5. Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.

6. Prepare the annual State of Michigan, DEQ Water Bureau Cross Connection Report.

7. Continue to assist the City of Monroe with a community wide public relations program including general awareness brochures and web site cross connection control program overview content and resources.

8. Provide ongoing support via phone, fax, internet or email.

The above services will be provided for:

Monthly Amount: $1,563.00	**Contract Amount: $12,504.00**

Contract Amount is based upon a 8 month period. HDI will invoice in 8 equal amounts of $1,563.00

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this _____by and between the City of Monroe, organized and existing under the laws of the State of Michigan, referred to as "Utility," and Hydro-Designs, Inc. a Michigan Corporation, referred to as "HDI".

WHEREAS, the Utility supplies potable water throughout its geographic boundaries to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HDI is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HDI to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HDI as an independent contractor to inspect its potable water distribution system in public, commercial and industrial facilities within the community and document its findings. Each party to this agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water user's facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HDI under this Agreement will include the inspections, compliance, preparation of quarterly management reports, and annual cross connection reports with respect to the Facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Service"). Should other reports be included within the scope of services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW. HDI will review for the Utility Cross Connection Control Program. Items for review include the following:

- Review state & local regulations
- Review wording and timeliness for program notifications including:
  - Inspection Notice
  - Compliance Notice
  - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Prioritize Inspections
- Review procedures and protocol for addressing specific hazards
- Review program reporting procedures
- Review educational and public awareness brochures
- Obtain updated facility listing and address information
- Establish facility inspection schedule
- Review high hazard and large industrial facility inspection/containment procedures

2.2 **INSPECTIONS.** HDI will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with Michigan Department of Department of Environmental Quality– Water Bureau Cross Connection Control Rules.

- *Initial Inspection* – the first time an HDI representative inspects a facility for cross connections. Degree of Hazard is assigned to facility. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by an HDI representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by an HDI representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one or five year re-inspection cycle).

2.3 **INSPECTION SCHEDULE.** HDI shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility designated contact person. Initial check in to include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 **PROGRAM DATA.** HDI will generate and document the required program data for the facilities listed below (in 2.10) using the HDI Software Data Management Program. Program Data shall remain property of the Utility; however, the HDI Software Data Management program shall remain the property of HDI. Data Services to include:

- Prioritizing and scheduling of inspections
- Notify users of inspections, backflow device installation and testing requirements
- Monitor inspection and testing compliance
- Maintenance of program to comply with all DNRE regulations

2.5 **MANAGEMENT REPORTS.** HDI will submit comprehensive management reports on a quarterly & annual basis to the Utility, which will include the following:

- Report format to include electronic updates and/or hard copy
- Electronic reports will be available in a downloadable format
- Number of facilities inspected
- Number of facilities compliant/non-compliant

2.6 **REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE.** HDI will review the current cross-connection control ordinance and cross-connection control plan. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Re-inspection frequency for all facilities.
- Backflow prevention assembly testing requirements.

2.7 **VACUUM BREAKERS.** Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection.

2.8 **PUBLIC RELATIONS PROGRAM.** HDI will continue to assist the Utility with a community wide public relations program including general awareness brochures and web site cross connection control program overview content and resources.

2.9 **SUPPORT.** HDI will provide ongoing support via phone, fax, internet or email for the contract period.

2.10 **FACILITY TYPES.** The facility types included in the program are as follows:

- Industrial
- Institutional
- Commercial
- Miscellaneous Water users

Complex Facilities. The primary responsibility of the water utility through the State of Michigan Cross-Connection Rules is to protect the public water supply distribution against the entrance of contaminants and/or pollutants. When the water utility is faced with a facility, (i.e., complex piping or potentially hazardous systems) whose internal piping system is difficult or to complex to follow or is subject to frequent unauthorized changes, service line protection or "containment" of the premises should be required. It is the responsibility of the owner of the property to provide adequate protection of the internal plumbing system from cross connections.

2.11 **INSPECTION TERMS.** HDI will perform **125** total inspections over the contract period. The total inspections include all initial inspections, compliance and re-inspections. All inspections and contract elements shall be completed by June 30, 2014.

2.12 **COMPLIANCE WITH DEPARTMENT OF ENVIRONMENTAL QUALITY & MICHIGAN ADMINISTRATIVE CODE.** HDI will assist in compliance with DEQ and Michigan Administrative Code cross connection control program requirements for all commercial, industrial, institutional and public authority facilities.

2.13 **POLICY MANUAL.** HDI will review the comprehensive cross connection control policy manual/plan.

2.14 **INVENTORY.** HDI shall inventory all accessible (ground level) backflow prevention assemblies and devices. Information for testable assemblies to include: location, size, make, model and serial number if applicable.

2.15 **DATA MANAGEMENT.** HDI shall provide data management and program notices for all inspection services throughout the contract period.

2.16 **ANNUAL YEAR END REVIEW.** HDI will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.

2.17 **CROSS CONNECTION CONTROL BROCHURES.** HDI will provide approximately 200 cross-connection control educational brochures annually.

2.18 **INSURANCE.** HDI will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the Utility as an additional insured if required.

ARTICLE III. Responsibilities of the Utility

3.1 UTILITY'S REPRESENTATIVE. On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.

3.2 COMPLIANCE WITH LAWS. The Utility, with the technical and professional assistance of HDI, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.

3.3 NOTICE OF LITIGATION. In the event that the Utility or HDI has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative or undertakes the prosecution of any actions, claims, suits, administrative or arbitration proceedings, or investigations in connection with this agreement, the party receiving such notice or undertaking such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.

3.4 FACILITY LISTING. The Utility will provide HDI a complete updated list of facilities to be inspected in Microsoft Excel format. Information to include facility name, address, contact person, and phone number, (if available).

3.5 LETTERHEAD/LOGO. The Utility will provide HDI with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

ARTICLE IV. Term

4.1 TERM AND TERMINATION TERM. Services by HDI under this Agreement shall commence on _____ and end on June 30, 2014, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this agreement within 90 days of its receipt. Failure to execute this Agreement within the 90-day period shall deem the proposed terms void.

4.2 RENEWAL. Upon the expiration of this Agreement, HDI will continue to provide services as specified in this Agreement and the Agreement will automatically continue on a month-to-month basis at the same monthly contract dollar amount unless either party notifies the other in writing prior to sixty (60) calendar days before the end of this Agreement.

4.3 TERMINATION. The Utility or HDI may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts of work performed by HDI.

4.4 BASE COMPENSATION. From _____the Utility shall pay HDI as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of **$1,563.00** per month for the contract period totaling **$12,504.00.**

4.5 PAYMENT OF INVOICES. Upon presentation of invoices by HDI, all payments including base and other compensation shall be due and payable on the first day of each month (due date) for which services will be or have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this agreement. For any payment to HDI which is not made within thirty (30) calendar days after the due date, HDI shall receive interest at one and one-half (1½) percent per month on the unpaid balance.

4.6 CHANGES IN SCOPE OF SERVICES. In the event that the Utility request and HDI consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HDI shall be provided additional compensation. Within thirty (30)

Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HDI shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility, additional costs incurred in (a) treating Abnormal or Biological Toxic Materials; (b) disposing of process residue; (c) meeting new or changed government regulations or reporting requirements, including changed effluent or potable water standards which increase the cost of operating the Facilities; (d) arising from construction or modification of the Facilities, or (e) expenditures for Capital Improvement and Capital Repairs.

4.7 CLIENT CONFIDENTIALITY. All communications between HDI and the Utility regarding business practices and other methods and forms of doing business will be considered confidential, subject to the requirements of the Freedom of Information Act.

4.8 ACCESSIBILITY. Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.

4.9 CONFINED SPACES – HDI personnel will not enter into confined spaces.

ARTICLE V. Risk Management

5.1 INFORMATION. Both Parties to this agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping, complete accurate data is not always available.

5.2 INDEMNIFICATION. HDI agrees to and shall hold the Utility, its elected and appointed officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by or arises from the sole negligence of HDI in the performance of its services under this Agreements. The Utility agrees to and shall hold HDI, its officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by, or arises from, the sole negligence of the Utility. In the event that both HDI and the Utility are found by a fact finder to be negligent and the negligence of both is a proximate cause of such claim for damage, then in such event each party shall be responsible for the portion of the liability equal to its comparative share of the total negligence. HDI's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not exceed or within the limits of the insurance coverage provided hereunder. HDI shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action. Likewise, the Utility's potential liability to HDI for any loss, damage, claim or expense of any kind or nature caused by the negligence, or breach of its obligations pursuant to this agreement shall be limited to general money damages in an amount not to exceed the limits of insurance coverage provided by HDI. The Utility shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.

5.3 HDI INSURANCE. HDI currently maintains the following insurance coverage's and limits:

	Occurrence	Aggregate
Comprehensive General Liability	$1 Million	$2 Million
Excess Umbrella Liability	$5 Million	$5 Million
Automobile Liability (Combined Single Limit)	$1 Million	
Worker's Compensation/ Employer's Liability	$1 Million	
Errors and Omissions	$2 Million	$2 Million

Within thirty (30) calendar days of the start of the project, HDI shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. These policies will be in effect at the time HDI takes possession of the Facilities. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

5.4 **UTILITY INSURANCE.** The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this agreement. The Utility and HDI agree that with respect to insurance coverage carried by either party in connection with the Facilities, such insurance will provide for the waiver by the insurance carrier of any subrogation rights against the Utility or against HDI as the case may be.

5.5 **RELATIONSHIP.** The relationship of HDI to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HDI shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

5.6 **ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HDI, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

5.7 **HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as an integral part of this Agreement.

5.8 **WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

5.9 **ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

5.10 **REIMBURSABLE EXPENSES.** For the purpose of this Agreement, employee reimbursable expenses shall comply with the published Federal guidelines.

5.11 **FORCE MAJEURE.** A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

5.12 **AUTHORITY TO CONTRACT.** Each party warrants and represents that it has power authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

5.13 **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by Monroe County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.

5.14 **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.15 **NOTICES.** All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, telecopied or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HDI:

Hydro Designs, Inc.
c/o John Hudak
5700 Crooks Road, Ste. 100
Troy, MI 48098
(248) 250-5005
(248) 789-1789 fax

If to City:
Kevin Armstrong
Water Superintendent
City of Monroe
120 East First Street
Monroe, MI 48161

5.16 **SEVERABILITY.** Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

City of Monroe

_____

By:
Its:

Hydro-Designs, Inc.

By: John Hudak
Its: President/COO

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: LEAF COLLECTION AWARD

DISCUSSION: The Department of Public Services owns and maintains street sweeping equipment that is used for approximately eight (8) months out of each year to remove general debris from the roadway area, both to improve the aesthetics of our community, and to maintain compliance with the terms of our storm water discharge permit through the Michigan Department of Environmental Quality (MDEQ). From April through early October, the debris collected by these units is deposited into dumpsters on our Jones Avenue site, and is disposed of through our dumpster collection contract. Throughout the end of October and most of November, the vast majority of this debris consists of leaves that fall into the roadway area, mostly from City trees in the terrace, and we generally follow the sweepers with our dump trucks since the units must be emptied multiple times each day. For at least the past decade, our dump trucks have been disposing of this waste, which is classified as compost by the MDEQ, on property owned by the Port of Monroe and leased to Jack's Lawn Service off Borchert Park Drive. This arrangement has proven very cost-effective for the City, as this site in close proximity has allowed for the dump trucks to keep pace with the sweepers with a minimum amount of down time. While we do not necessarily track the exact volume of leaves disposed of from year to year, we had most recently been paying $3.50 per cubic yard in 2012, and we paid a total price of $3,818.50 that year. Generally, a reasonable estimate of leaves that are collected would be approximately 1,000 to 1,200 cubic yards of material each year, but this obviously depends on whether or not all leaves are collected before snow plowing begins, any property owners that may rake and bag leaves from the street, and other factors.

In early 2013, the Port of Monroe began entering into discussions about a potential sale of the compost yard property for economic development purposes, and informed their tenant that further compost should not be accepted at the site. As a result, the Department now will need to make alternate provisions for disposal of our fall leaves. While we had made preliminary plans to temporarily store leaves on an alternate site controlled by the Port of Monroe, upon further analysis, the licensing requirements from the MDEQ made this alternative undesirable and more costly than expected. Public Services staff has been exploring a multitude of options with respect to disposal, but unfortunately due to the relatively small size of our trucks, having to truck leaves to any potential sites more than a few miles outside of the City is not a cost-effective solution, and we would increase our risk of not being able to collect leaves before regular snow plowing begins, which would result in plowing leaves right back onto terraces repeatedly and creating a greater nuisance for the adjacent property owners. We are allowed to temporarily stockpile our own leaves on a City property, which we have been doing at 222 Jones Avenue (DPS Yard), but the MDEQ only provides for 30 days before these should be removed and disposed of at a licensed facility.

With a lack of licensed sites in close proximity to the City, we have been soliciting pricing from vendors to collect leaves from the DPS yard and haul away. We solicited pricing from Gasper Recycling of Willis (technically in Monroe County on Oakville-Waltz Road), Republic Services (our dumpster contractor with a landfill in Monroe County), and Waste Management (our curbside refuse contractor). While Republic stated that they are unable to assist us in this fashion, we did receive pricing from Gasper Recycling ($8.00 per cubic yard) and Waste Management ($16.00 per cubic yard), and both are attached. While both are significantly higher than the rate we paid in 2012, the low bid is still less expensive than the combination of our costs to truck the material to their site directly and pay any disposal fees. Given the lack of locally available options, we feel that the proposal from Gasper Recycling is in the City's best interest, and we are asking that the competitive bid process be waived for this award since a variety of options were initially considered and three quotations were sought directly for this same service.

IT IS RECOMMENDED that the City Council authorize the Department of Public Services to contract with Gasper Recycling of Willis, Michigan for removal of leaves at a price of $8.00 per cubic yard, up to a maximum award of $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: We can only legally stockpile composted material on our properties for 30 days.

STAFF RECOMMENDATION: X For ☐Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Department of Public Services, travelling public, adjacent residents and property owners

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$10,000*
Cost of This Project Approval	$10,000*
Related Annual Operating Cost	$ N/A
Increased Revenue Expected/Year	$ N/A

*Estimated cost of leaf disposal based on past amounts collected.

SOURCE OF FUNDS:	City	Account Number	Amount
	Refuse Pick-up	226-60.528-818.020	$10,000
	Other Funds		

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 11/13/13

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: November 18, 2013

Faxed on 11/4
@ 9:12 am

Gasper RECYCLING

9292 Oakville Waltz Road • Willis, MI 48191
734/587-3710 • Fax: 734/587-3318

Date: 11/4/13

To: Bill Walters

From: Gasper Recycling

Re: Price for Removing Leaves, Concrete & Asphalt

Total No. of Pages: 1

Proposal For:

1. Removing Leaves = $8.00 per yard
2. Removing Concrete & Asphalt = $9.00 per yard

* All Loading will be done by Customer

Name _____

Date _____

By Signing you agree to the above prices!

Please Sign & Fax back

Lewis, Patrick

From: Conaway, Brian [BConaway@wm.com]
Sent: Wednesday, November 13, 2013 9:52 AM
To: Lewis, Patrick
Cc: Walters, William; Caramagno, Sam
Subject: RE: Leaves

Patrick, the rate for the 100 yard trailer is $1600 per load. We would need to provide the service at the end of the season. Le t me know the final decision. thanks

---

From: Lewis, Patrick [mailto:patrick.lewis@monroemi.gov]
Sent: Friday, November 08, 2013 3:44 PM
To: Conaway, Brian
Cc: william.walters@monroemi.gov
Subject: RE: Leaves

Yes, we are a little short but Bill said we can build a one-foot ramp and get it done.

Sincerely,
Patrick M. Lewis, P.E.
Director of Engineering and Public Services
City of Monroe
734-384-9124

-------- Original message --------
From: "Conaway, Brian" <BConaway@wm.com>
Date:
To: patrick.lewis@monroemi.gov
Cc: william.walters@monroemi.gov
Subject: Leaves

Patrick, we have 100 foot trailers that are 13.6 fool high. Can you load at that height?

Brian J. Conaway, Public Sector Solutions III

WM of Michigan

19200 W. Eight Mile Road

Southfield, MI 48075

(O) 248-204-0829

(C) 248-640-8754

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: M-125 (MONROE STREET) RESURFACING FUNDING CONTRACT WITH MDOT

DISCUSSION: The Michigan Department of Transportation (MDOT) intends to perform a comprehensive resurfacing project on M-125 (Monroe Street) through the City of Monroe beginning in April 2014. This work will include not only at least 3" deep milling and resurfacing, but also significant other work including replacement of some curb and gutter, sidewalk ramps, intersection approaches, drainage structure rehabilitation, and modernization of some traffic signals. Bids were recently opened by the department, and the low bidder is Dan's Excavating of Shelby Township, who was also the prime contractor on the US-24 widening project in Frenchtown Township this past year. Based on the MDOT progress schedule, work on the overall corridor (Eighth Street to US-24) will likely span the entire construction season through November 2014, but we have asked them to direct the contractor to focus on the segment south of the River first in hopes of effectuating completion prior to our summer events in the downtown area.

Since a significant portion of the roadway length through the City provides for parking at the east curb line, MDOT normally requires that the local jurisdiction share in the cost of the resurfacing of this area, typically between 6.5 and 8 feet in width but normally excluding the curb and gutter. If the local unit declines, MDOT will normally convert this area into widened lanes, shoulder, or simply restrict parking for the benefit of the highway traffic during the project. Since this parking is heavily used, particularly in the downtown area, and is critical to the viability of many of the adjacent businesses, it is appropriate that the City share in these costs. As such, during the 2013-14 Capital Improvements Program, $80,000 was set aside for this purpose at the request of the Engineering Department and is available for use. While technically their contract language still allows for this to be incorporated into the roadway without compensation to the City in the future, the blocks between Second and Sixth are actually being widened slightly as a part of this project to provide adequate space for this parking, so it is highly unlikely that this would ever occur.

During the detailed design phase of this project, as the Engineering Department reviewed plans for the project, it was noted that MDOT intended to replace the existing signal configuration at Elm Avenue / Monroe Street as a part of their modernization efforts. The existing single diagonal was planned to be replaced with a "box span", which is now the standard configuration by MDOT as it is considered to be safer from both a visibility and maintenance standpoint. An example of this configuration is the intersection of West Front Street and South Roessler Street, which was changed to this configuration in 2006 prior to MDOT turning West Front Street back to the City of Monroe. Since City staff has long been considering the eventual installation of a more decorative mast arm traffic signal layout at some of our more prominent downtown locations as the opportunity arises, we asked that MDOT consider this installation here as here. MDOT did agree to this change, and per their normal policies, is passing along the majority of the costs to the City as well. On July 15, 2013, the City Council agreed to appropriate up to $50,000 from the Major Street Fund Balance for this purpose.

As with any project of this type, MDOT has provided us with a funding agreement that must be approved, and this is attached, along with a required resolution that must be adopted by the City Council. The funding breakdown for each of the two items requiring City participation is shown on both pages 1 and 2. It should be noted that MDOT is now requiring local agencies to also pay the appropriate proportion of the design / preliminary engineering (listed as PE), and the construction engineering (CE), and this applies to the parking lane resurfacing item only. While it is possible that these costs could increase, this work is well-defined and not normally subject to significant quantity increases during construction. Fortunately, MDOT also agreed to fix the mast arm costs, so these will not increase regardless of any overruns. At this time, our share of the funding stands at $118,300, and as noted earlier, sufficient funding has already been appropriated for this purpose.

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

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: MDOT cannot award the contract until this agreement is in place.

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	$118,300*
Cost of This Project Approval	$118,300*
Related Annual Operating Cost	$ N/A
Increased Revenue Expected/Year	$ N/A

*Estimated cost of both improvements. As a part of this approval, it is also requested that should parking lane and engineering costs increase during construction, the Finance Director be given the authority to appropriate up to the full amount of the $80,000 (parking lane) and $50,000 (mast arm) appropriations made by the City Council to date without further Council approval.

SOURCE OF FUNDS:

City	Account Number	Amount
Monroe Street Parking Lane	202-60.451-818.020 14M02	$83,300*
Mast Arm Traffic Signals	202-60.451-818.020 14M05	$35,000

Other Funds

*Requires transfer of $3,300 from Mast Arm appropriation to the Parking Lane appropriation.

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 11/12/13

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: November 18, 2013

RESOLUTION

WHEREAS, Monroe Street (M-125) is under the jurisdiction of the Michigan Department of Transportation (MDOT); and

WHEREAS, this roadway surface is in poor condition, such that MDOT has developed plans and specifications for the milling and resurfacing of the existing pavement, along with other associated work; and

WHEREAS, the City of Monroe has requested additional work in connection with the construction activities, including extra width resurfacing for parking lanes along the east side of the roadway between Sixth Street and the north City limits, and the placement of mast arm-mounted traffic signals in lieu of strain wire signals at the intersection of Elm Avenue and M-125; and

WHEREAS, MDOT requires that the City contribute monetarily to these improvements in proportion to the benefits received; and

WHEREAS, the City of Monroe and the Michigan Department of Transportation have reached an understanding with each other regarding the funding and 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 13-5478 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.

SPECIAL TRUNKLINE	DA	
NON-ACT-51	Control Section	STUT 58071; ST 58071
ADDED WORK	Job Number	103287A; 103287C
	Federal Project	STP 1358(056); STP 1058(027)
	Federal Item	HH 9087; HH 6371
	Contract	13-5478

THIS CONTRACT 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 "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements in conjunction with the DEPARTMENT'S construction on Highway M-125, within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is planning construction improvements on Highway M-125 from near the South CITY Limits to Highway US-24 (Telegraph Road) and then northerly on Highway US-24 to near Buhl Road, within the corporate limits of the CITY and also within the Frenchtown Township; and

WHEREAS, the CITY has requested additional work in connection with the Highway M-125 construction, which additional work is hereinafter referred to as the "PROJECT" and is located and described as follows:

PART A (100% CITY PARTICIPATION)
Extra width resurfacing work for parking lanes along the east side of Highway M-125 between Sixth Street and the north CITY limits; together with necessary related work, located within the corporate limits of the CITY; and

PART B – BETTERMENT WORK (100% CITY PARTICIPATION)
Additional work required for the placement of mast arm signals in excess of the work required to install standard strain wire signals at the intersection of Highway M-125 and Elm Avenue; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be:

PART A	$83,300
PART B	$35,000
TOTAL	$118,300

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 agreement.

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 shall undertake and complete the construction of the PROJECT in accordance with this contract.

For PART A, the term "PROJECT COST", as herein used, is hereby defined as the cost of the construction of the PROJECT including the costs of preliminary engineering (PE), plans and specifications; physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and construction engineering (CE), and any and all other expenses in connection with any of the above.

For PART B, the term "PROJECT COST", as herein used, is hereby defined as the difference in the estimated cost of the mast arm signal and the estimated cost of the standard strain wire signals and is fixed in this amount as shown below.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The CITY will approve the design intent of the PROJECT and shall accept full responsibility for the constructed PROJECT functioning as a part of the CITY'S facilities. The CITY is solely responsible for any input which it provides as it relates to the design of the PROJECT functioning as part of the CITY'S facilities.

4. The DEPARTMENT will administer all phases of the PROJECT and will cause to be performed all the PROJECT work.

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

5. The PROJECT COST shall be charged to the CITY 100 percent and paid in the manner and at the times hereinafter set forth. Such cost is estimated to be as follows:

PART A – Construction & CE	$72,400	
PART A – PE	$10,900	
PART B	$35,000	(fixed)
TOTAL	$118,300	

For PART A, the PE costs will be apportioned in the same ratio as the actual construction award and the CE costs will be apportioned in the same ratio as the actual direct construction costs.

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a monthly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY. No monthly billings of a lesser amount than $1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number _____", or "Final Billing". Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

7. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified herein. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY 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 CITY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

8. The CITY certifies, by execution of this contract, that upon completion of construction of the PROJECT and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PART A and PART B portions of the PROJECT according to standard practice, making ample provisions each year for the performance of such maintenance work as may be required.

9. If at any time in the future, the pavement for parking bays is required for trunkline purposes, the DEPARTMENT shall take over and use such extra width pavement without replacement of the facility or reimbursement to the CITY.

10. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the CITY. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the CITY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

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

11. 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. 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.

12. 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 CITY and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the CITY, 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:

FORM APPROVED
10/18/2013
ASSISTANT ATTORNEY GENERAL

MICHIGAN DEPARTMENT OF TRANSPORTATION

By_____
Department Director MDOT

REVIEWED

APPROVED BY

Administrator
Real Estate

10/21/13
Date

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: CDBG Sub-recipient Agreement with Oaks of Righteousness for Warming Shelter

DISCUSSION: When the City of Monroe requested input from the community on possible uses of its Community Development Block Grant (CDBG) funds for the 2013-2014 Program Year, the Oaks of Righteousness – who had purchased the warming shelter previously owned and operated by the Salvation Army - requested assistance in funding its Warming Shelter for the 2013-4 winter. The organization will be relying heavily on CDBG funding in this, its first year of operating the warming shelter. Since the facility's goal of assisting the homeless meets a national objective of the CDBG program, the City of Monroe programmed $7,500 for the purpose of funding staffing at the facility.

Having programmed the funds in the CDBG budget, the City of Monroe and the Oaks of Righteousness (subrecipient) must now execute a sub-recipient agreement that details the terms of the warming shelter receiving funds. This agreement must be signed by both parties in order for the City of Monroe to pass CDBG funds along to the subrecipient. Terms included in the agreement are items such as what the funds can be used for, records required to receive funds and the requirement of a progress report at the end of the program year.

IT IS RECOMMENDED that City Council approve the proposed CDBG sub-recipient agreement with the Oaks of Righteousness and authorize the City Manager to execute the agreement.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: Fall 2013

REASON FOR DEADLINE: Provide funding for staffing of facility that must be opened as temperatures drop

STAFF RECOMMENDATION: X For ☐ Against

REASON AGAINST: N/A

INITIATED BY: Department of Economic and Community Development

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Dept. of Community and Economic Development, (Oaks of Righteousness, nonprofit), Homeless population

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$ 7,500
Cost of This Project Approval	$ 7,500
Related Annual Operating Cost	$ N/A
Increased Revenue Expected/Year	$ 0

SOURCE OF FUNDS:

City	Account Number	Amount
Other Funds		
CDBG	273.65.730-818.020	$ 7,500

Budget Approval: _____

FACT SHEET PREPARED BY: Matt Wallace, Planner **DATE:** November 12, 2013

REVIEWED BY: Dan Swallow, Director of Community and Economic Development **DATE:** November 12, 2013

COUNCIL MEETING DATE: November 18, 2013

This COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUBRECIPIENT AGREEMENT (Agreement) is made and entered into this ____ day of _____, 2013, by and between the CITY OF MONROE (City) and the OAKS OF RIGHTEOUSNESS (Subrecipient) as an expression of each entity's concern for the area's homeless population, who may be particularly susceptible to weather conditions in the winter months. The terms and conditions of this program follow, as do the responsibilities of the subrecipient and the City.

1. Statement of work The Subrecipient agrees that for the City of Monroe's fiscal year spanning the period of time from July 1, 2013 to June 30, 2014 they will be compensated an amount not to exceed **$7,500.00** for the provision of services in the City of Monroe at 1018 East Second Street related to the Subrecipient operating a warming shelter for the homeless. These funds are expected to fund the Subrecipient for the payroll expenses of providing staffing for the previously mentioned address and purposes. The program offers beds and shelter from the elements for homeless citizens.

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

In addition to the records anticipated to accumulate throughout the year, the Subrecipient is expected to present the City with a report of its progress either quarterly or with the submission of paperwork showing proof of payment for funds received, whichever is more frequent. The Subrecipient is also expected to submit a final report detailing its accomplishments relative to stated goals within sixty (60) days of the end of the program.

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

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

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

5. Other program requirements The Subrecipient agrees to carry out each activity carried out as part of this agreement in compliance with all Federal laws and regulatons

described in 24 CFR 570.600, also referred to as Subpart K and included as Attachment B, except that:

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

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

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

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

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

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

Signature, Subrecipient representative	Signature, City representative
Name, Subrecipient representative	Name, City representative

ATTACHMENT A

24 CFR 570.502

not include contractors providing supplies, equipment, construction, or services subject to the procurement requirements in 24 CFR 85.36 or 84.40, as applicable.

[53 FR 8058, Mar. 11, 1988, as amended at 57 FR 27120, June 17, 1992; 60 FR 1952, Jan. 5, 1995; 60 FR 17445, Apr. 6, 1995; 60 FR 58914, Nov. 9, 1995]

§570.501 Responsibility for grant administration.

(a) One or more public agencies, including existing local public agencies, may be designated by the chief executive officer of the recipient to undertake activities assisted by this part. A public agency so designated shall be subject to the same requirements as are applicable to subrecipients.

(b) The recipient is responsible for ensuring that CDBG funds are used in accordance with all program requirements. The use of designated public agencies, subrecipients, or contractors does not relieve the recipient of this responsibility. The recipient is also responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts, and for taking appropriate action when performance problems arise, such as the actions described in §570.910. Where a unit of general local government is participating with, or as part of, an urban county, or as part of a metropolitan city, the recipient is responsible for applying to the unit of general local government the same requirements as are applicable to subrecipients, except that the five-year period identified under §570.503(b)(8)(i) shall begin with the date that the unit of general local government is no longer considered by HUD to be a part of the metropolitan city or urban county, as applicable, instead of the date that the subrecipient agreement expires.

[53 FR 8058, Mar. 11, 1988, as amended at 57 FR 27120, June 17, 1992]

§570.502 Applicability of uniform administrative requirements.

(a) Recipients and subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with the following sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in this paragraph:

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

(b) Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular A-133, "Audits of Institutions

of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the following provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in this paragraph:

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for § 84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§ 85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of § 84.24, CDBG subrecipients shall follow § 570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of § 84.32, CDBG subrecipients shall follow § 570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of § 84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";

(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in § 84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of § 84.61, CDBG subrecipients shall comply with § 570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for § 84.71, "Closeout Procedures."

[53 FR 8058, Mar. 11, 1988, as amended at 60 FR 1916, Jan. 5, 1995; 60 FR 56915, Nov. 9, 1995]

§ 570.503 Agreements with subrecipients.

(a) Before disbursing any CDBG funds to a subrecipient, the recipient shall sign a written agreement with the subrecipient. The agreement shall remain in effect during any period that the subrecipient has control over CDBG funds, including program income.

(b) At a minimum, the written agreement with the subrecipient shall include provisions concerning the following following items:

(1) *Statement of work.* The agreement shall include a description of the work to be performed, a schedule for completing the work, and a budget. These items shall be in sufficient detail to provide a sound basis for the recipient effectively to monitor performance under the agreement.

(2) *Records and reports.* The recipient shall specify in the agreement the particular records the subrecipient must maintain and the particular reports the subrecipient must submit in order to assist the recipient in meeting its recordkeeping and reporting requirements.

(3) *Program income.* The agreement shall include the program income requirements set forth in § 570.504(c). The agreement shall also specify that, at the end of the program year, the grantee may require remittance of all or part of any program income balances (including investments thereof) held by the subrecipient (except those needed

ATTACHMENT B

24 CFR 570.600 – 570.606, Subpart K

(f) *Recordkeeping requirements.* The recipient shall maintain in its files a copy of the written agreement and related documents establishing conformance with this section and concerning performance by a financial institution in accordance with the agreement.

Subpart K—Other Program Requirements

SOURCE: 53 FR 34456, Sept. 6, 1988, unless otherwise noted.

§ 570.600 General.

(a) This subpart K enumerates laws that the Secretary will treat as applicable to grants made under section 106 of the Act, other than grants to States made pursuant to section 106(d) of the Act, for purposes of the Secretary's determinations under section 104(e)(1) of the Act, including statutes expressly made applicable by the Act and certain other statutes and Executive Orders for which the Secretary has enforcement responsibility. This subpart K applies to grants made under the Insular areas program in § 570.405, with the exception of § 570.612. The absence of mention herein of any other statute for which the Secretary does not have direct enforcement responsibility is not intended to be taken as an indication that, in the Secretary's opinion, such statute or Executive Order is not applicable to activities assisted under the Act. For laws that the Secretary will treat as applicable to grants made to States under section 106(d) of the Act for purposes of the determination required to be made by the Secretary pursuant to section 104(e)(2) of the Act, see § 570.487.

(b) This subpart also sets forth certain additional program requirements which the Secretary has determined to be applicable to grants provided under the Act as a matter of administrative discretion.

(c) In addition to grants made pursuant to section 106(b) and 106(d)(2)(B) of the Act (subparts D and F, respectively), the requirements of this subpart K are applicable to grants made pursuant to sections 107 and 119 of the Act (subparts E and G, respectively), and to loans guaranteed pursuant to subpart M.

[53 FR 34456, Sept. 6, 1988, as amended at 61 FR 11477, Mar. 20, 1996]

§ 570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

(a) The following requirements apply according to sections 104(b) and 107 of the Act:

(1) Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), and implementing regulations in 24 CFR part 1.

(2) Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act. Furthermore, in accordance with section 104(b)(2) of the Act, for each community receiving a grant under subpart D of this part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to assume the responsibility of fair housing planning by conducting an analysis to identify impediments to fair housing choice within its jurisdiction, taking appropriate actions to overcome the effects of any impediments identified through that analysis, and maintaining records reflecting the analysis and actions in this regard.

(b) Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, also apply.

[61 FR 11477, Mar. 20, 1996]

§ 570.602 Section 109 of the Act.

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions

against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

[64 FR 3602, Jan. 25, 1999]

§570.603 Labor standards.

(a) Section 110(a) of the Act contains labor standards that apply to nonvolunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units.

(b) The regulations in 24 CFR part 70 apply to the use of volunteers.

[61 FR 11477, Mar. 20, 1996]

§570.604 Environmental standards.

For purposes of section 104(g) of the Act, the regulations in 24 CFR part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which grantees must fulfill their environmental responsibilities. In certain cases, grantees assume these environmental review, decisionmaking, and action responsibilities by execution of grant agreements with the Secretary.

[61 FR 11477, Mar. 20, 1996]

§570.605 National Flood Insurance Program.

Notwithstanding the date of HUD approval of the recipient's application (or, in the case of grants made under subpart D of this part or HUD-administered small cities recipients in Hawaii, the date of submission of the grantee's consolidated plan, in accordance with 24 CFR part 91), section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79 apply to funds provided under this part 570.

[61 FR 11477, Mar. 20, 1996]

§570.606 Displacement, relocation, acquisition, and replacement of housing.

(a) *General policy for minimizing displacement.* Consistent with the other goals and objectives of this part, grantees (or States or state recipients, as applicable) shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of activities assisted under this part.

(b) *Relocation assistance for displaced persons at URA levels.* (1) A displaced person shall be provided with relocation assistance at the levels described in, and in accordance with the requirements of 49 CFR part 24, which contains the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601–4655).

(2) *Displaced person.* (i) For purposes of paragraph (b) of this section, the term "*displaced person*" means any person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves his or her personal property from real property, permanently and involuntarily, as a direct result of rehabilitation, demolition, or acquisition for an activity assisted under this part. A permanent, involuntary move for an assisted activity includes a permanent move from real property that is made:

(A) After notice by the grantee (or the state recipient, if applicable) to move permanently from the property, if the move occurs after the initial official submission to HUD (or the State, as applicable) for grant, loan, or loan guarantee funds under this part that are later provided or granted.

(B) After notice by the property owner to move permanently from the property, if the move occurs after the date of the submission of a request for financial assistance by the property owner (or person in control of the site) that is later approved for the requested activity.

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: REQUEST FROM THE FRIENDS OF THE RIVER RAISIN BATTLEFIELD TO HOLD THE ANNUAL COMMEMORATION OF THE BATTLES OF THE RIVER RAISIN ON JANUARY 18, 2014

DISCUSSION: The City received a request from Catherine Taylor, President of the Friends of the River Raisin Battlefield, for permission to hold the annual Commemoration of the Battles of the River Raisin on January 18, 2014. Specifically the request is to: 1. Allow the use of the field on the corner of N. Dixie Highway and E. Elm Avenue for a military tactical demonstration from 8:30 a.m. to 11:30 a.m., as well as the parking lot at the Monroe Multi Sports Complex., 2. March up to fifty (50) re-enactors, plus spectators, to the Battlefield Visitor Center to the demonstration area along the Heritage bike path, and 3. Allow additional parking along Detroit Avenue and East Elm Avenue, and 4. Snow clearance from sidewalks, parking lots, etc., as may be necessary and within the jurisdiction of the city.

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

The Police Department has no objections to this annual request. The Squad Supervisor will be made aware of the event so they can assist the re-enactors in crossing North Dixie Highway at 10:00 a.m. and again at the conclusion of the tactical demonstration, as well as make periodic checks of this event.

The Department of Public Services should be able to provide the requested snow removal services provided that there is not a city-wide snow emergency in place at the time of the event. Parking is allowed on the west side of Detroit Avenue only. If additional parking is needed, the north travel lane of Elm between Detroit and the visitor center may be used, as long as it can be marked clearly.

Therefore, it is recommended, that City Council approve the request contingent upon items being met as outlined by the administration, subject to Council adopted policy and communication with Monroe Multi Sports Complex management, insurance requirements being met, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION: ☐For ☐Against

REASON AGAINST:

INITIATED BY: City Manager's Office

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

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

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

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office **DATE:** 11/12/13

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: 11/18/13

Friends of the River Raisin Battlefield
c/o Ralph J. Naveaux
2896 Lakeshore Ave.
Monroe, Michigan 48162

November 1, 2013

George Brown, City Manager
City of Monroe, Michigan

Dear Mr. Brown,

The Friends of the River Raisin Battlefield are sponsoring the annual Commemoration of the Battles of the River Raisin on Saturday, January 18, 2014. Current planning calls for the 201st anniversary of the battle to begin with registration of re-enactor participants at 8:30 am, followed by a tactical demonstration on the city property south of the Monroe Multi-Sports Complex, and ceremonies at the River Raisin National Battlefield Park. After a break for lunch, the day will conclude with afternoon presentations at the Monroe County Historical Museum starting at 2:30.

To facilitate this program and accommodate the re-enactors and public who will be attending this event, we are asking the City of Monroe to:

1. Allow the use of the field on the corner of N. Dixie Highway and E. Elm Avenue, as well as the parking lot at the Monroe Multi-Sports Complex ice rink for our tactical demonstration and parking from 8:30 am to 12:30 am.
2. We would like to march up to 50 re-enactors, plus spectators, to the Battlefield Visitor Center to the demonstration area along the Heritage bike path, crossing Dixie Highway at about 11:15 or 11:30. The troops will be dismissed at the visitor center and return for their cars around 12:30.
3. We would like additional parking along Detroit Avenue and E. Elm with any snow clearance from city sidewalks, parking lots, etc., as may be necessary.

This program has been successful in the past in attracting visitors and participants to Monroe and In serving the educational and cultural interests of our community. We thank you for the past support provided by the City of Monroe and hope you will continue to assist us in cooperation with the River Raisin National Battlefield Park, the Monroe County Historical Museum, and other local groups and agencies.

For further information, please call Ralph Naveaux at 734-289-2253 or email ralphnaveaux@att.net.

Sincerely,

Catherine Taylor

Catherine Taylor
President, Friends of the River Raisin Battlefield
734-374-0061

RECEIVED
NOV - 4 2013
MAYOR'S OFFICE

F. Clark
11-4-13

Monroe Police

Memorandum

To: Thomas C. Moore III, Chief of Police

From: Lt. Gregory N. Morgel

CC: Patricia Weaver, Executive Secretary to the Mayor/Manager City of Monroe

Date: October 29, 2013

Re: **Staff Study - Commemoration of the "Battles of the River Raisin"**

I have reviewed the request submitted by the "Friends of the River Raisin" concerning the Commemoration of the "Battle of the River Raisin" event scheduled for Saturday January 18, 2014 from 10:00 am - 2:00 pm at the Battlefield Visitor Center at 1403 East Elm Avenue, as well as at the battlefield site near the Monroe Multi-Sports Complex. This is an annual event that does not require any direct police supervision. However, the group has requested police involvement in order to assist the re-enactors during a march along East Elm Avenue and across North Dixie Highway.

The event organizer, Ralph Naveaux, advised that as part of the ceremony, approximately eighty re-enactors will be marching from the Battlefield Visitor Center to the battlefield site near the Multi-Sports complex and back. The re-enactors will march down the sidewalk to and from the Visitor Center to the battlefield. The police department will assist with traffic control as the re-enactors cross North Dixie Highway.

I will advise the "6a-6p" squad supervisor of this event, so he is aware of it. I will also notify him to have an officer available to assist the re-enactors in crossing North Dixie Highway at approximately 10:00 am and again when they are finished with their battle re-enactment during their return to the Visitor Center. I will also inform the squad supervisor to have his squad make periodic checks of this event.

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

Event Organizer: Ralph Naveaux Home: 734-289-2253 Cell: 734-915-8671

Weaver, Patricia

From: Lewis, Patrick
Sent: Tuesday, October 29, 2013 9:32 PM
To: Weaver, Patricia; Lapointe, Loretta; Swallow, Dan; 'Louis Lombardo'; Hoskins, Manuel; Laroy, Barry; Harris, Randy; Moore, Thomas; Mominee, Joseph; Sell, Edward
Cc: Brown, George; Morgel, Gregory; Palmer, Alline; Walters, William; Tubbs, David; Hayter, Shana
Subject: RE: Commemoration of the Battle of the River Raisin Jan. 2014
Attachments: 2220_001.pdf

I don't see any big issues with this one. As for the additional parking, even though we have the bicycle lanes striped for use now, I think we decided we could allow parking on one side of Detroit Avenue (west side) if needed, but we prefer not both in case trucks come through. In the past, if they have needed additional parking, the north travel lane of Elm between Detroit and the visitor center seemed to be the most appropriate, as long as it can be marked clearly.

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

From: Weaver, Patricia
Sent: Tuesday, October 29, 2013 11:25 AM
To: Lapointe, Loretta; Swallow, Dan; Louis Lombardo; Hoskins, Manuel; Laroy, Barry; Harris, Randy; Lewis, Patrick; Moore, Thomas; Mominee, Joseph; Sell, Edward
Cc: Brown, George; Morgel, Gregory; Palmer, Alline
Subject: FW: Commemoration of the Battle of the River Raisin Jan. 2014

All,

Please review and comment.

Thank you.

Patricia Weaver
City of Monroe
Mayor/Manager's Office
734-384-9144

From: CanonCopier@monroemi.gov [mailto:CanonCopier@monroemi.gov]
Sent: Tuesday, October 29, 2013 11:05 AM
To: Weaver, Patricia
Subject: Canon scan

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: SAW GRANT APPLICATION AND RESOLUTION – MONROE METROPOLITAN WASTEWATER SYSTEM ENERGY CONSERVATION IMPROVEMENTS

DISCUSSION: In 2012, new legislation establishing $450 million dollars was allocated to provide Stormwater, Asset Management, Wastewater (SAW) grants for asset management plan (AMP) development, stormwater plan development, sewage collection and treatment plan development, and state-funded loans to construct projects identified in the AMP was enacted. $97 million dollars will be available for grants and loans in the Michigan Department of Environmental Quality (MDEQ) FY 2014. SAW grants can have a $2 million dollar cap per community where the first million has 10-percent local match and the second million has 25-percent local match. Grant recipients must proceed with a project for which grant funding is provided within 3 years of grant award or face repayment of the grant plus interest. Funds are awarded to grant and loan recipients on a first come, first served basis. All related work activities completed / awarded after January 2, 2013 qualifies for the SAW Grant program. Applications became available on October 4, 2013 and are due by December 2, 2013.

On August 19, 2013, City Council approved a proposal to Johnson Controls, Inc (JCI) out of Auburn Hills, MI to provide professional consulting services for performing an Energy Performance Based Contracting Services on the Wastewater System in accordance with the Project Development Agreement based on the final results of the Detailed Evaluation Study. The Evaluation Study called out at a minimum for JCI to review potential improvements to the sludge dewatering, heating and ventilation systems and the feasibility of including Asset Management into the program. As a summary the overall project improvements include the following:

1. Sludge Dewatering
2. Heating and Ventilation Systems
3. Asset Management Plan (AMP)
4. UV Disinfection Improvements
5. Lighting & Occupancy Controls
6. Primary / Raw / Settled Wastewater Pumps
7. Collection System Pump Stations
8. Premium Efficiency Motors
9. Weatherproofing
10. Power Factor Correction
11. Quantify Savings from Existing Projects
12. Screening Compactor

It is anticipated that a self-funded project will result with the final Evaluation Study report (savings from improvements will pay for the project debt service annually), nevertheless obtaining a SAW grant for a portion of the design / planning costs and AMP will be part of the final funding solution. Per recent MDEQ notice, the AMP will be a requirement in the next Monroe Metropolitan Pollution Control System National Pollutant Discharge Elimination System (NPDES) permit scheduled for renewal in 2014. The AMP will need to be completed within a schedule identified in the NPDES permit (likely 6 months to 1 year from permit issuance). The SAW Grant program was developed in part to help fund the AMP of the upcoming NPDES requirement statewide.

Funding for the overall project configuration includes pursuing a Qualified Energy Conservation Bond (QECB) along with a SAW grant through the MDEQ. The QECB bond has a low overall interest rate (i.e. 1.5% or less), but requires the project to save at least 20% energy. QECB bond funds will be used to pay for the qualified SAW grant eligible design / planning costs and AMP, the Wastewater System will be reimbursed from the SAW grant as part of the overall project funding configuration. In an effort to maximize the $2 million limit, it is recommended to fully develop the AMP and complete inspections for utilization with the wastewater rate model such that the JCI work scope includes completing this work. It is recommended to submit a SAW Grant application for the full amount available per community ($2 million dollars) since a QECB loan or equivalent bond is being pursued for the overall work activities that have been or will be completed with the overall project.

The deadline for submittal of the SAW Grant application to the MDEQ is December 2, 2013 for a potential January 2014 award. Note the grant program is a first-come, first-served program such that grant awards are expected to run out quickly for FY 2014. In an effort to increase chances of obtaining a grant in FY 2014, the attached resolution needs to be passed such that it will be submitted along with the grant application. All funds expended on the project will be completed with the overall project. Note some funds have already been fronted by Wastewater Fund Reserves for part of the eligible activities (GIS award on June 3, 2013) but will be reimbursed.

IT IS RECOMMENDED that the Monroe City Council adopt the proposed Resolution in order to meet the December 2, 2013 SAW Grant program submittal deadline.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: ASAP

REASON FOR DEADLINE: December 2, 2012 is the submittal deadline for the FY 2014 grant awards.

STAFF RECOMMENDATION: ☒ For ☐ Against

REASON AGAINST: N/A

INITIATED BY:

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

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$ 12,500,000*
Cost of This Project Approval	$ 0
Related Annual Operating Cost	$ 0
Increased Revenue Expected/Year	$ 0

*Estimated overall maximum project cost for all improvements

SOURCE OF FUNDS:	City	Account Number	Amount
			N/A
	Other Funds		

Budget Approval:

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** November 12, 2013

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: November 18, 2013

City of Monroe
County of Monroe

Resolution Authorizing the SAW Grant Agreement

Minutes of the regular meeting of the City Council of the City of Monroe County of Monroe, State of Michigan, (the "Municipality") held on November 18, 2013.

PRESENT: Members: _____

_____

ABSENT: Members: _____

_____

Member _____offered and moved the adoption of the following resolution, seconded by Member_____ .

WHEREAS, Part 52 (strategic water quality initiatives) of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("Part 52"), provides at MCL 324.5204e that the Michigan Finance Authority (the "MFA") in consultation with the Michigan Department of Environmental Quality (the "DEQ") shall establish a strategic water quality initiatives grant program; and

WHEREAS, in accordance with the provisions of 2012 PA 511, which provides grants to municipalities for sewage collection and treatment systems or storm water or nonpoint source pollution control; and

WHEREAS, in accordance with the provisions of 1985 PA 227, as amended, Part 52, and other applicable provisions of law, the MFA, the DEQ, and the Municipality that is a grant recipient shall enter into a grant agreement (the "SAW Grant Agreement") that requires the Municipality to repay the grant under certain conditions as set forth in MCL 324.5204e, as amended; and

WHEREAS, the Municipality does hereby determine it necessary to establish a(n) (***select one or more)*** ☒asset management plan, ☐stormwater management plan, ☐plan for wastewater/ stormwater, ☒design of wastewater/stormwater, ☐innovative technology, or ☐for disadvantaged community construction activities (up to $500,000).

WHEREAS, it is the determination of the Municipality that at this time, a grant in the aggregate principal amount not to exceed Two Million ($2,000,000) ("Grant") be requested from the MFA and the DEQ to pay for the planning and/or design activities; and

WHEREAS, the Municipality shall obtain this Grant by entering into the SAW Grant Agreement with the MFA and the DEQ.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Director of Water and Wastewater Utilities (*title of the desginee's position*), a position currently held by Barry S. LaRoy, P.E. (*name of the designee*), is designated as the Authorized Representative for purposes of the SAW Grant Agreement.

2. The proposed form of the SAW Grant Agreement between the Municipality, the MFA and DEQ (attached hereto as Appendix I) is hereby approved and the Authorized Representative is authorized and directed to execute the SAW Grant Agreement with such revisions as are permitted by law and agreed to by the Authorized Representative.

3. The Municipality shall repay the Grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority if the Municipality is unable to, or decides not to, proceed with constructing the project or implementing the asset management program for which the funding is provided within 3 years of the Grant award.

4. The Grant, if repayable, shall be a first budget obligation from the general funds of the Municipality, and the Municipality is required, if necessary, to levy ad valorem taxes on all taxable property in the Municipality for the payment thereof, subject to applicable constitutional, statutory and Municipality tax rate limitations.

5. The Municipality shall not invest, reinvest or accumulate any moneys deemed to be Grant funds, nor shall it use Grant funds for the general local government administration activities or activities performed by municipal employees that are unrelated to the project.

6. The Authorized Representative is hereby jointly or severally authorized to take any actions necessary to comply with the requirements of the MFA and the DEQ in connection with the issuance of the Grant. The Authorized Representative is hereby jointly or severally authorized to execute and deliver such other contracts, certificates, documents, instruments, applications and other papers as may be required by the MFA or the DEQ or as may be otherwise necessary to effect the approval and delivery of the Grant.

7. The Municipality acknowledges that the SAW Grant Agreement is a contract between the Municipality, the MFA and the DEQ.

8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

YEAS: Members:

NAYS: Members:

RESOLUTION DECLARED ADOPTED

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

Name Charles D. Evans, Clerk-Treasurer
City of Monroe, Clerk
City of Monroe County of Monroe

DEQ

Michigan Finance Authority

Stormwater, Asset Management, and Wastewater (SAW)
GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of _____20___, among the Michigan Department of Environmental Quality, Office of Drinking Water and Municipal Assistance (the "DEQ"), the Michigan Finance Authority (the "Authority") (the DEQ and the Authority are, collectively, the "State") and the _____ _____, *County of* _____ ("Grantee") in consideration for providing grant assistance to the Grantee.

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Legislative appropriation of funds for grant disclosure is set forth in 2013 Public Act 59.

The Grantee shall be required to repay the grant made under this Agreement (the "Grant"), within 90 days of being informed by the State to do so, under certain conditions, as set forth in Section XVIII. Program Specific Requirements: SAW Grant.

Award of a Grant under this Agreement and completion of the activities identified in Exhibit A does not guarantee loan assistance from the State Revolving Fund, Strategic Water Quality Initiatives Fund, or Stormwater, Asset Management or Wastewater.

GRANTEE INFORMATION:

_____
Name/Title of Authorized Representative

_____
Address

_____
Address

_____
Telephone number

_____
E-mail address

_____

GRANT INFORMATION:

Project Name: _____

Project #: _____

Amount of Grant: $_____

Amount of Match $_____

Project Total $_____ (grant plus match)

Start Date: _____ **End Date:** _____

DEQ REPRESENTATIVE:

_____
Name/Title

_____
Address

_____
Address

_____
Telephone number

_____
E-mail address

AUTHORITY REPRESENTATIVE:

_____
Name/Title

_____
Address

_____
Address

_____
Telephone number

_____
E-mail address

SAMPLE

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their respective parties, and that the parties will fulfill the terms of this Agreement, including the attached Exhibit A, and use this Grant only as set forth in this Agreement.

GRANTEE

Signature of Grantee | Date

Name and title (typed or printed)

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

Its Authorized Officer | Date

MICHIGAN FINANCE AUTHORITY

Its Authorized Officer | Date

I. PROJECT SCOPE

This Agreement shall be in addition to any other contractual undertaking by the Grantee contained in the Resolution authorizing the Grant (the "Resolution").

This Agreement, including its exhibit(s), constitutes the entire agreement between the DEQ, the Authority, and the Grantee.

(A) The scope of this Grant is limited to the activities specified in Exhibit A (the "Project"), and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the Project identified in Exhibit A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

This Agreement shall take effect on the date that it has been signed by all parties (the "Effective Date"). The Grantee shall complete the Project in accordance with all the terms and conditions specified in this Agreement no later than the End Date shown on page one. **Only costs incurred on or after January 2, 2013 and between the Start Date and the End Date shall be eligible for payment under this Grant.**

III. CHANGES

Any decreases in the amount of the Grantee's compensation, significant changes to the Project, or extension of the End Date, shall be requested by the Grantee in writing, and approved in writing by the State in advance. The State reserves the right to deny requests for changes to the Agreement including its Exhibit A. No changes can be implemented without approval by the State.

IV. GRANTEE PAYMENTS AND REPORTING REQUIREMENTS

The Grantee shall meet the reporting requirements specified in Section XVIII of this Agreement.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this Grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Grant is not a guarantee of permit approval by the state.

(C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Grant.

(D)The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by its subcontractors under this Agreement. The State will consider the Grantee to be the sole point of contact concerning contractual matters, including payment resulting from this Grant. The Grantee or its subcontractor shall, without additional grant award, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

(E) The DEQ's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The DEQ's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willfully file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Grant.

VI. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VII. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

VIII. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq*.

IX. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Agreement is the responsibility of the State and not the responsibility of the Grantee if the liability is materially caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

X. CONFLICT OF INTEREST

No government employee or member of the legislative, judicial, or executive branches or member of the Grantee's governing body, its employees, partner, agencies or their families shall have benefit financially from any part of this Agreement.

XI. AUDIT AND ACCESS TO RECORDS

See Section XVIII (C).

XII. INSURANCE

(A) The Grantee shall maintain insurance or self insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.
(B) The Grantee must comply with applicant workers' compensation laws while engaging in activities authorized under this Agreement.

XIII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement shall not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State, the total amount representing such duplication of funding.

XIV. COMPENSATION

(A) A breakdown of Project costs covered under this Agreement is identified in Exhibit A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Exhibit A,

and only for expenses incurred. All other costs over and above the Grant amount, necessary to complete the Project, are the sole responsibility of the Grantee.

(B) The Grantee is committed to the match amount on page one of this Agreement, in accordance with Exhibit A. The Grantee shall expend all local match committed to the Project by the End Date of this Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

XV. CLOSEOUT

(A) A determination of Project completion shall be made by the DEQ after the Grantee has met any match obligations and satisfactorily completed the activities and provided products and deliverables described in Exhibit A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments or funds in excess of the costs allowed by this Agreement.

XVI. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding upon request by Grantee or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Agreement.

XVII. TERMINATION

(A) This Agreement may also be terminated by the State for any of the following reasons upon 30 days written notice to the Grantee:

(1) If the Grantee fails to comply with the terms and conditions of the Agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules.

(2) If the Grantee knowingly and willfully presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

(3) If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

(4) During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs 1 through 3, above.

(5) If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.

(B) The State may immediately terminate this Agreement without further liability if the Grantee, or any agent of the Grantee, or any agent of any subagreement, is:

(1) Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;

(2) Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

(3) Convicted under state or federal antitrust statutes;

(4) Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity; or

(C) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XVIII. PROGRAM-SPECIFIC REQUIREMENTS: SAW REPAYABLE GRANT

(A) General Representations. The Grantee represents and warrants to, and agrees with, the Authority and DEQ, as of the date hereof as follows:

(1) Grant funds shall be expended only to cover costs for the development of an Asset Management Plan, Stormwater Management Plan, innovative wastewater or stormwater technology, construction costs for disadvantaged communities, or for planning, design and user charge development.

(2) Grant funds used for administrative activities or activities performed by municipal employees shall be limited to work that is directly related to the Project and is conducted by employees of the Grantee.

(3) The Grantee has full legal right, power and authority to execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Resolution, and any and all other agreements relating thereto. The Grantee has duly authorized and approved the execution and delivery of this Agreement, the performance by the Grantee of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(4) The Resolution has been duly adopted by the Grantee, acting through its executive(s) or governing body, is in full force and effect as of the date hereof, and is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(5) The execution and delivery of this Agreement by the Grantee, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Grantee a breach of, or a default under any existing law (including, without limitation, the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Grantee is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Grant, or result in a default or lien on any assets of the Grantee. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Grantee under the Resolution or this Agreement.

(6) No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Grantee of the Resolution, or execution and delivery by the Grantee of this Agreement which has not already been obtained, nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

(7) Proceeds of the Grant will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution and Exhibit A or (ii) to reimburse the Grantee for a portion of the cost of the Project. The Grantee will expend the proceeds of each disbursement of the Grant for the governmental purpose for which the Grant was issued.

(8) The attached Exhibit A contains a summary of the estimated cost of the Project, which the Grantee certifies is a reasonable and accurate estimate.

(9) The Grantee reasonably expects (i) to fulfill all conditions set forth in this Agreement to receive and to keep the Grant, and (ii) that no event will occur as set forth in this Agreement which will require the Grantee to repay the Grant.

(B) Repayment of Grant. The Grantee shall repay the Grant, within 90 days of being informed to do so, with interest calculated from the date Grant funds are first drawn at a rate not to exceed 8% per year, to be determined by the Authority, to the Authority for deposit into the SWQIF.

> "(a) A grant recipient (shall) proceed with a project for which grant funding is provided within 3 years after the department approves the grant (executed grant agreement). For asset management programs related to sewage collection and treatment systems, this includes significant progress, as determined by the department, toward achieving the funding structure necessary to implement the program.
>
> (b) The grant recipient (shall) repay the grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority for deposit into the fund if the applicant is unable to, or decides not to, proceed with a construction project or begin implementation of an asset management program for which grant funding is provided."

SAW grant recipients for wastewater system asset management plans are required to make significant progress on the funding structure. Significant progress is defined as a 5-year plan to eliminated the gap with a minimum initial rate increase to close at least 10 percent of the funding gap. The first rate increase must be implemented within three years of the executed grant. The applicant will need to certify that all grant activities have been completed at the end of three years. Asset management plans for stormwater systems are to be implemented. Stormwater management grant recipients must develop a stormwater management plan. Innovative project grant receipients must proceed with full implementation or certify that the project is not financially or technically feasible.

(C) Covenants and Certifications.

(1) The Grantee has the legal, managerial, institutional, and financial capability to plan, design, and build the Project, or cause the Project to be built, and cause all facilities eventually constructed to be adequately operated.

(2) The Grantee certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the Grantee's ability to make timely repayments of the grant if any of the two (2) conditions identified under Section XVIII(B) occur.

(3) The Grantee agrees to provide the minimum appropriate local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

(4) The Grantee agrees to maintain complete books and records relating to the grant and financial affairs of the Project in accordance with generally accepted accounting principles ("GAAP") and generally accepted government auditing standards ("GAGAS").

(5) The Grantee agrees that all municipal contracts related to the Project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.

(6) The Grantee agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the Project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners or agents with which the applicant negotiates an agreement.

(7) The Grantee agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after satisfactory completion of the Project and final payment. If litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

(8) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules; and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(9) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to satisfy the program requirements as identified under Section XVIII(B) within three years of award of the SAW Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(e) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(10) The Grantee acknowledges that acceptance of a wastewater asset management grant will subsequently affect future NPDES permits to include asset management language as applicable.

(D) Grantee Reimbursements and Deliverables

The Grantee may request grant disbursements no more frequently than monthly, using the Disbursement Request Form provided by the DEQ. Upon receipt of a disbursement request, the DEQ will notify the Authority, which will in turn disburse grant funds equal to 75 percent, 90 percent, or 100 percent of eligible costs, whichever percentage is applicable, that have been adequately documented. The forms provided by the State will include instructions on their use and shall be submitted to the DEQ representative at the address on page 1. All required supporting documentation (invoices) for expenses must be included with the disbursement request form. The Grantee is responsible for the final submittal of all documents prepared under this Grant and included in the Project Scope identified in Exhibit A.

(E) Miscellaneous Provisions.

(1) Applicable Law and Nonassignability. This Agreement shall be governed by the laws of the State of Michigan.

(2) Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

(3) Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

XIX. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the DEQ funded all or a portion of its development.

XX. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

XXI. ANTI-LOBBYING

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "'Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses as outlined in Michigan Compiled Law 129.312

XXIII. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.

(2) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).

(4) Have not within a 3-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

(5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

Project No. _____

SAW Grant Program

Exhibit A

Grantee: _____

Project Name: _____

DEQ Approved Grant Amount: $ _____; _____

_____Dollars

Time Period for Eligible Costs: Start Date _____ (month/year)

End Date _____ (month/year)

Description of Approved Project Scope:

_____

_____

_____

_____

DEQ Approved Project Costs	
1. Project Planning Costs	
2. Design Engineering Costs	
3. User Charge Development Costs	
4. Wastewater Asset Management Plan Costs	
5. Stormwater Asset Management Plan Costs	
6. Stormwater Management Plan Costs	
7. Innovative Wastewater and Stormwater Technology Costs	
8. Disadvantaged Community Construction Cost	
9. Cost Subtotal	
10. LESS Local Match	
11. Requested SAW Grant Amount (Line 9 minus Line 10)	

The following services have been determined to be ineligible for SAW Grant assistance, for the reasons listed, and have been excluded from the approved project costs shown above:

_____

_____

_____

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: VEHICLE AUCTION AUTHORIZATION

DISCUSSION: The City's Stores and Equipment Fund, an Internal Service Fund, is responsible for the maintenance, purchase, and disposition of most City vehicles, including all in the Building, Engineering, Police, Planning, Assessing, and Public Services Departments, and selected vehicles in the Water, Wastewater, and Fire Department. The Stores and Equipment Fund is managed by the Department of Public Services, which is in turn responsible for the sale and disposal of unused items. In November 2012, the Department held a comprehensive auction to dispose of a large number of items that were past their service life. While this auction was highly successful, we would like to better attempt to stay current in future years by disposing of unneeded items on an annual basis.

At the present time, the Department has two (2) vehicles in our possession that should be disposed of, as they both need significant repair work to return to service and have been replaced with other units. In addition, the Police Department has one vehicle seized that has passed through the forfeiture time frame and can also be sold. Lastly, the Water Department has identified two pieces of their equipment they would also like to sell. While sealed bids could be sought for these items on an individual basis, given the success of last year's auction, we would like to place these in an off-site auction service for sale. Last year's auctioneers, Rollo Juckette and Brad Neuhart, who frequently work together, have again offered their services to us in this fashion, and since they were selected following submission of competing proposals, we feel it is appropriate to utilize them again, as we were very pleased with their performance. A brief description of the terms of their service is attached to this fact sheet, as is a summary of the items to be sold. The auction into which they will be placed is scheduled for Saturday, November 30 at 12544 Carpenter Road in Milan and our items will be included in the advertising material. A ten percent (10%) commission will be charged for each item, which is the same as last year when the auction was held on our site.

Monroe Code Section 114-5B requires that sale of any assets of value greater than $500 must be approved by the City Council, and since they will be auctioned off rather than sold through sealed bids, approval must occur prior to the date of sale. Proceeds from the sale of these units would be directed to the appropriate funds.

IT IS RECOMMENDED that the City Council authorize the Department of Public Services to place these items into a public auction hosted by Rollo A. Juckette Auctioneer and / or Brad Neuhart, Auctioneer, and to allow them to secure a 10% commission on all items sold. **IT IS FURTHER RECOMMENDED** that all items on the attached spreadsheet be sold to the highest bidder at the auction.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: November 18, 2013

REASON FOR DEADLINE: The desired auction will be held on November 30, prior to the next scheduled City Council meeting.

STAFF RECOMMENDATION: X For ☐Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

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

FINANCES

COST AND REVENUE PROJECTIONS:

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

*This award does not in and of itself result in any cost, fees will be taken as commission on sale
**Expected revenue would accrue to the departments as listed on the attached spreadsheet, less a 10% commission. Since all units are relatively old and high-mileage, values are estimates only.

SOURCE OF FUNDS:

City	Account Number	Amount
Other Funds		

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 11/12/13

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: November 18, 2013

City of Monroe
Department of Public Services

Stores and Equipment Division

Out of Service Vehicle Inventory
For November 30, 2013 Auction

UNIT #	YEAR	COLOR	MAKE	MODEL	MILEAGE	EST. VALUE	VIN	DEPT.
198/50-15	1999	Med. Blue	Ford	Taurus LX	78832	$1,200	1FAFP52U8XG204622	DPS
220/50-16	1999	Maroon	Ford	Taurus LX	77136	$1,200	1FAFP52U1XG196685	DPS
N/A	1997	White	Chevrolet	Tahoe	134242	$1,700	1GNEC13R4VJ310769	MPD
1029	2001	White	Dodge	Ram 2500	132584	$3,000	1B7KF23Z91J592362	WATER
1030	2002	White	International	DT4900 466E	75151	Not available	1HTSDAAN82H513341	WATER

CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: Wastewater Treatment Plant Energy Conservation Improvements Financing

DISCUSSION: On August 19, 2013, a proposal from Johnson Controls, Inc. (JCI) of Auburn Hills, MI to provide professional consulting services for an Energy Performance Based Contract related to the Wastewater System was approved. It is anticipated that a self funded project will result, meaning that the energy savings from the improvements will pay for the annual debt service. The contract calls for the Wastewater System to fund the improvements up front. In order to fund these improvements, the system will need to borrow the funds through a bond issue. Various options were reviewed with the Wastewater Control Board and a recommendation has been made to pursue financing the project in a similar fashion as previous financings for the Wastewater System, through the County of Monroe, as provided by the agreement that governs the Control Board. It is hoped that the County will be able to obtain a Qualified Energy Conservation Bond (QECB) allocation through the State of Michigan for the financing. This type of financing would reduce the interest rate on the borrowing by over 2.0% depending on the final term of the financing.

The bonds are requested to be issued in a not to exceed amount of $12.5 million. The cost of the bond payments will be paid for through the rates charged by the Wastewater system, but this project will be self funding, so no rate increase should result from this financing.

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

1. Act 342 Financing Contract
2. Resolution Approving Contract and Notice

It is recommended that the Mayor and City Council approve the resolutions and contract referenced for the financing of Wastewater Treatment Plant Energy Conservation Improvements.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: November 18, 2013

REASON FOR DEADLINE: County approval of contract

STAFF RECOMMENDATION: ☒ For ☐ Against

REASON AGAINST: N/A

INITIATED BY: Edward Sell, Finance Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Wastewater

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$ 10 – 12.5 million
Cost of This Project Approval	$ N/A
Related Annual Operating Cost	$ N/A
Increased Revenue Expected/Year	$ N/A

SOURCE OF FUNDS:

	Account Number	Amount
City		$ 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: Edward Sell, Finance Director **DATE:** 11/12/13

REVIEWED BY: _____ **DATE:** 11-12-13

COUNCIL MEETING DATE: November 18, 2013

Founded in 1852
by Sidney Davy Miller

PATRICK F. MCGOW
TEL (313) 496-7684
FAX (313) 496-8450
E-MAIL mcgow@millercanfield.com

MILLER CANFIELD

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POLAND: Gdynia
Warsaw • Wrocław

November 12, 2013

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

Re: Financing Documents for Monroe Metropolitan Area Wastewater Treatment Plant Energy Conservation Improvements

Dear Ed:

I have enclosed a resolution and a contract to be considered for approval by the Monroe City Council at its November 18th meeting in connection with the proposed financing of the energy conservation improvements to the Monroe Metropolitan Area Wastewater Treatment Plant (the "Plant") as discussed with the Control Board at its meeting last week.

As you are aware, the Master Agreement of 2001 which governs the Monroe Metropolitan Water Pollution Control System (the "Master Agreement") states that the financing of improvements to the Plant will be carried out by the County of Monroe (the "County") through the Monroe County Drain Commissioner, as County Agency, pursuant to Act 342, Public Acts of Michigan, 1939, as amended ("Act 342"). This is the same process that was used for past construction project financings at the Plant, most recently for Phase I in 2008, Phase II in 2011 and Phase III in 2012.

The proposed bonds are not going to be sold through the State Revolving Fund loan program as was the case with the prior improvements. Instead, it is expected the bonds will be sold in the open market as qualified energy conservation bonds, or traditional tax-exempt bonds. The bonds will be payable over 19-20 annual principal installments at interest rates to be determined at the time of sale.

The enclosed documents are briefly described below:

- ***Act 342 Financing Contract:*** This is the agreement between the County and the three local units setting forth the parties' various obligations over the life of the financing. In essence, the Contract states that the County will issue bonds in an amount not to exceed

$12,500,000 to finance the project and the local units will make payments to the County to cover the debt service on the bonds. Each local unit is responsible for its share of debt service as determined by its usage of the project. The local unit shares of debt service are designed to track the cost obligations set forth in the 2001 Master Agreement governing ownership and operation of the Plant. Each local unit pledges its limited tax full faith and credit as security for its payments under the contract.

- The Contract is similar in form to other Act 342 Contracts that the County has for other bond financed projects. The bonds are intended to be paid from the rates and charges generated by the users of the System. Act 342 and the Contract require the County and local units to each pledge their limited tax full faith and credit as security for the bonds. The Contract allocates the debt service to each local unit based on the provisions of the 2001 Master Agreement which allocates the share of any costs of upgrades and improvements based on the local units' percentage share of currently existing usage. Since the County is pledging its full faith and credit, the Contract authorizes the Drain Commissioner to oversee the establishment of rates and charges sufficient to cover the operations and debt service on the bonds. The Contract also contains the standard provisions in all Monroe County Act 342 financings which indicate that the local units will indemnify the County in the event of any litigation relating to the Plant or issuance of the bonds.

- ***Resolution Approving Contract and Notice:*** Act 342 requires that the governing body of each participating local unit approve the Contract with the County. Moreover, before the Contract can become effective, each local unit must publish notice in a newspaper of general local circulation describing the project and the Contract, stating the total debt to be issued under the Contract, informing the local unit's taxpayers of the limited tax full faith and credit pledge and notifying them that there is a forty-five-day referendum period during which the Contract may become subject to voter approval if a petition is signed by at least ten percent of the local unit's registered electors and submitted to the Clerk. This resolution both approves the Contract and directs the Clerk to publish the notice. Although the Contract may be executed by each local unit immediately upon local unit approval, it is not effective until the last local unit's referendum period has expired.

After the resolutions are adopted, the form of notice in the Resolution Approving Contract and Notice should be duplicated and published by the Clerk in the *Monroe Evening News* as a ***¼ page display advertisement***. Please ask the paper for three (3) publisher's affidavits with "tear sheets" and forward them to me once you have received them. In the meantime, please forward the certified resolutions to me once adopted, along with the executed Contract (again, the contract may be executed immediately, even before the referendum period has expired).

After approval of the Contract by each of the local units, the Contract will be submitted to the County Board of Commissioners for approval of the Contract and a Bond Authorizing Resolution at their meeting on December 3rd.

If you have any questions, please let me know.

Very truly yours,

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

By: _____
Patrick F. McGow

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

DISCLOSURE UNDER TREASURY CIRCULAR 230: The United States Federal tax advice contained in this document and its attachments, if any, may not be used or referred to in the promoting, marketing or recommending of any entity, investment plan or arrangement, nor is such advice intended or written to be used, and may not be used, by a taxpayer for the purpose of avoiding Federal tax penalties. Advice that complies with Treasury Circular 230's "covered opinion" requirements (and thus, may be relied on to avoid tax penalties) may be obtained by contacting the author of this document.

21688247.1\061970-00101

RESOLUTION APPROVING ACT 342 CONTRACT
AND PUBLICATION OF NOTICE

City of Monroe
County of Monroe, Michigan

Minutes of a regular meeting of the City Council of the City of Monroe, County of Monroe, Michigan (the "City") held in the City Hall in the City on the 18th day of November, 2013, at 7:00 p.m., Eastern Time.

PRESENT: Members _____

_____

ABSENT: Members _____

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED THAT:

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

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

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

2. Approval of Plans, Cost and Local Unit Share. The plans, as submitted by the engineers, and the total estimated cost of the Project to be financed by the issuance of bonds in the aggregate amount of not to exceed $12,500,000, of which an amount not to exceed the City's Local Unit Share (as defined in the Contract and currently 45.654%, or $5,706,750, but subject to increase or decrease) is the City's share, is hereby approved.

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

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

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

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

7. Continuing Disclosure. The City hereby covenants to provide or cause to be provided a continuing disclosure undertaking in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission. The Finance Director is authorized to execute and deliver a Continuing Disclosure Undertaking satisfying the requirements of Rule 15c2-12 in connection with the delivery of the bonds.

8. Tax Covenant. In the event that the bonds of the County are issued on a tax exempt basis, the City hereby covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exclusion of the interest on the bonds from adjusted gross income for

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

general federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of bond proceeds and moneys deemed to be bond proceeds.

9. Request for Qualified Energy Conservation Bond Allocation. The City hereby requests the County and the State of Michigan for an allocation of volume cap to enable all or a portion of the bonds to be issued as "qualified energy conservation bonds."

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

AYES: Members _____

_____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

_____
Charles Evans
City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Monroe, County of Monroe, Michigan, at a regular meeting held on November 18, 2013, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

_____
Charles Evans
City Clerk

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

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

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

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

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

CITY'S CONTRACT OBLIGATION

It is presently contemplated that said bonds will be in the principal amount of not to exceed $12,500,000, of which an amount not to exceed the City's "Local Unit Share" (as that term is defined in said contract based on the City's usage of the sewage disposal system) is the City's share (initially 45.654% and subject to increase or decrease based on actual usage), will mature in not more than twenty years, and will bear interest not exceeding 7% per annum on the outstanding principal balance, subject to revision in accordance with terms of the above contract. By virtue of said contract, the City will be obligated to pay to the County all sums required to meet debt service payments for the City's share of the bonds in accordance with the above or any revised schedule as such payments fall due, and will pledge as security for such contractual obligation its full faith and credit. PURSUANT TO SUCH PLEDGE, THE CITY WILL BE REQUIRED TO PAY THE REQUIRED SUMS FROM ITS GENERAL FUNDS OR IF NECESSARY TO LEVY AD VALOREM TAXES ON ALL TAXABLE PROPERTY WITHIN ITS BOUNDARIES, SUBJECT TO APPLICABLE CONSTITUTIONAL, STATUTORY AND CHARTER TAX RATE LIMITATIONS, TO THE EXTENT NECESSARY TO MAKE THE REQUIRED PAYMENTS TO THE COUNTY IF OTHER FUNDS FOR SUCH PURPOSE ARE NOT AVAILABLE.

RIGHT OF REFERENDUM

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

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

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

Charles Evans
Clerk, City of Monroe

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

MONROE COUNTY SEWAGE DISPOSAL SYSTEM
(MONROE METROPOLITAN WATER POLLUTION CONTROL SYSTEM)
ENERGY CONSERVATION IMPROVEMENTS CONTRACT

THIS CONTRACT, made and entered into as of the 1st day of December, 2013, by and among the COUNTY OF MONROE, a county corporation in the State of Michigan (the "County"), its Drain Commissioner, as County Agency under Act No. 342, Public Acts of Michigan, 1939, as amended, and the CITY OF MONROE, CHARTER TOWNSHIP OF FRENCHTOWN and CHARTER TOWNSHIP OF MONROE, each municipal corporations located within the County (each a "Local Unit" and together, the "Local Units"; the City of Monroe sometimes referred to herein as the "City").

W I T N E S S E T H:

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

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

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

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

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

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

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

WHEREAS, plans and an estimate of cost of the Improvements have been prepared by Johnson Controls Inc., consulting engineers of Ann Arbor, Michigan (the "engineers"), which said estimate of cost totals $12,500,000; and

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

WHEREAS, each or any series of bonds herein referred to may be sold at a competitive or negotiated sale to a private underwriter or purchaser; and

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

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

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

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

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

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

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

5. Approval of Plans and Cost. The County Agency and the Local Units hereby approve and confirm the preliminary plans for the Improvements prepared by the engineers and the estimated costs thereof in the amount of $12,500,000. Said estimated costs includes all surveys, plans, specifications, acquisition of property for rights-of-way, physical construction necessary to acquire and construct the Improvements, the acquisition of all materials, machinery and necessary equipment, contingency allowance, and engineering, engineering supervision, capitalized interest, administrative, legal and financing expenses necessary in connection with the acquisition and construction of the Improvements and the financing thereof.

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

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

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

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

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

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

(a) The County Agency will submit to the Board of Commissioners of the County a resolution or resolutions providing for the issuance of bonds in the aggregate principal amount of not to exceed Twelve Million Five Hundred Thousand Dollars ($12,500,000) (except as authorized pursuant to Section 6 of this Contract), in one or more series, to finance costs of the Improvements. Said bonds shall mature serially as hereinafter provided and shall be secured primarily by the contractual obligations of each Local Unit to pay its installments due, plus interest, as hereinafter provided in this Contract, and secondarily, if approved by a majority of the members-elect of the Board of Commissioners, by the full faith and credit of the County. After due adoption of any such resolution, the County Agency will take all necessary legal procedures and steps necessary to effectuate the sale and delivery of said bonds.

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

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

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

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

Local Units shall invest, reinvest, or accumulate any moneys deemed to be proceeds of the bonds pursuant to applicable federal law and regulations, in such a manner as to cause the bonds to be "arbitrage bonds" within the meaning of said law and regulations, nor shall either take or fail to take any actions which, (i) if the bonds are issued on a tax-exempt basis, would cause the interest on the bonds to be included in gross income for federal income taxation purposes or (ii) if the bonds are issued as taxable bonds that qualify the County as issuer to receive federal tax credits, would impair the County's ability to qualify for and receive such credits. It is hereby agreed and understood that, notwithstanding anything to the contrary in this Contract, the parties may mutually agree in writing to waive part (ii) of the preceding sentence.

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

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

City of Monroe	45.654%
Charter Township of Frenchtown	30.497%
Charter Township of Monroe	23.849%
	100.000%

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

It is understood and agreed that the bonds of the County previously referred to will be issued in anticipation of the above contractual obligation, with principal maturities on May 1 of each year, corresponding to the principal amount of the above-described installments, and the Local Units shall also pay to the County in addition to said principal installments, on May 1st and November 1st of each year, commencing November 1, 2014, or such other date as required to meet the debt service on the bonds, as accrued interest on the principal amount remaining unpaid, an amount sufficient to pay all interest due on the succeeding interest payment dates (May 1st and November 1st) on the County bonds from time to time outstanding. From time to time as the County Agency is billed by the paying agent for the bonds to be issued for its services as paying agent/transfer agent/registrar for the bonds, and as other costs and expenses accrue to the County Agency from handling of the payments made by the Local Units, or from other actions taken in connection with the Improvements, the County Agency shall promptly notify the Local Units of the amount of such paying agent fees and other costs and expenses, and

the Local Units shall promptly remit to the County Agency sufficient funds to meet such fees and other costs and expenses.

It is understood and agreed that the payments described in the previous paragraph are required to be made for the purpose of paying principal and interest on the bonds to be issued by the County for the Local Units and for costs related to the issuance and servicing of the bonds and therefore the Local Units will make the payments to the County not less than three (3) business days prior to the payment date.

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

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

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

If the County issues the bonds as taxable bonds which qualify the County, as issuer, to receive federal tax credits, any such credits actually received shall be deposited in the debt retirement fund for the bonds and shall be applied to reduce the Local Unit's payments to the County under this Contract.

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

11. Limited Tax Full Faith and Credit Pledge of Each Local Unit. Each Local Unit, pursuant to specific authorization of Section 5a of Act 342, hereby irrevocably pledges its full faith and credit for the prompt and timely payment of its obligations pledged for bond payments as expressed in this Contract. Pursuant to such pledge, if other funds are not available, the Local Units shall be required to pay such amounts from any of its general funds as a first budget

obligation, and shall each year, commencing with the year 2014, levy an ad valorem tax on all the taxable property in the Local Units in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Contract becoming due before the time of the following year's tax collections, such annual levy, however, to be subject to applicable constitutional, statutory and charter tax limitations, unless this Contract is approved by vote of the electors of the Local Units. The foregoing commitments of the Local Units are expressly recognized as being for the purpose of providing funds to meet its contractual obligations in anticipation of which the County bonds previously referred to are issued. Nothing herein contained shall be construed to prevent the Local Units from using any, or any combination of, the means and methods provided in Act 342, for the purpose of providing funds to meet its obligations under this Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount. It is the intent of each Local Unit to generate sufficient revenue from the rates and charges from users of the System to meet its debt service obligations under this Contract, and such funds may be taken into account when determining a Local Unit's obligation to levy taxes to the extent such moneys are available to pay the obligations incurred by the Local Unit pursuant to this Contract.

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

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

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

Agency shall have all other rights and remedies provided by law to enforce the obligations of the Local Units to make its payment in the manner and at the times required by this Contract, including the right of the County to direct the Local Units to make a tax levy or rate increase to reimburse the County for any funds advanced. The Local Units will not take any action to reduce the right of the County to receive the aforesaid state-returned moneys in the event of default.

15. Payments to be Pledged for Debt Service on Bonds. It is specifically recognized by each Local Unit that the debt service payments required to be made by it pursuant to the terms of Section 10 of this Contract are to be pledged for and used to pay the principal of and interest on the bonds to be issued by the County, as provided by this Contract and authorized by law, and each Local Unit covenants and agrees that it will make all required payments to the County Agency promptly and at the times herein specified without regard to whether the Improvements are actually completed or placed in operation.

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

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

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

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

19. Obligations and Undertakings Conditioned Upon Issuance of Bonds. The obligations and undertakings of each of the parties to this Contract shall be conditioned on the successful issuance and sale of bonds pursuant to Act 342, and if for any reason whatsoever said bonds are not issued and sold within three (3) years from the date of this Contract, then this Contract, except for payment of preliminary expenses and ownership of engineering data, shall be considered void and of no force and effect. In the event that said bonds are not issued and sold, all preliminary legal and engineering costs shall be paid by the Local Units, and the Local Units shall have ownership, possession and use of all plans and specifications, surveys and other engineering data and materials prepared.

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

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

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

The parties hereto hereby expressly agree that the County shall not be liable for and the Local Units shall pay, indemnify and save the County harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages and losses of every conceivable kind whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the ownership, acquisition, construction, operation, maintenance and repair of the Improvements, the System, this Contract, or the issuance, sale and delivery of the bonds herein described. It is the intent of the parties that the County be held harmless by the Local Units from liability for such claim, actions, demands, expenses, damages and losses, however caused or however arising, including, but not limited to, to the extent not prohibited by law, such claims, actions, demands, expenses, legal and expert witness fees, damages and losses even though caused, occasioned or contributed to by the negligence, sole or concurrent, of the County or by negligence for which the County may be held liable. In any action or proceeding brought about by reason of any such claim or demand, the Local Units will also pay, indemnify and save the County harmless from and against all costs, attorneys' fees and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands, or any of them, in the event it is determined that there is any liability on the part of the County. Upon the entry of any final judgment by a court of competent jurisdiction or a final award by an arbitration panel against the County on any claim, action, demand, expense, damage or loss contemplated by this section and notwithstanding that the County has not paid the same, the Local Units shall be obligated to pay to the County, upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is made. In the event that any action or proceeding is brought against the County by reason of any such claims or demands, whether said claims or demands are groundless or not, the Local Units shall, upon written notice and demand from the County, resist and defend such action or proceeding in behalf of the County, but will not settle any such action in the proceeding without written consent of the County.

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

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

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

The County will require or procure from the contractor or contractors undertaking the actual construction of the Improvements insurance protecting both the Local Units and the

County (including the County Agency) from liability in connection with such construction. The cost of such insurance shall be considered to be a part of the cost of the Improvements.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

COUNTY OF MONROE

By: _____
Chairman of the Board
of Commissioners

By: _____
County Clerk

By: _____
County Drain Commissioner
County Agency

CITY OF MONROE

By: _____
Mayor

By: _____
City Clerk

CHARTER TOWNSHIP OF FRENCHTOWN

By: _____
Supervisor

By: _____
Township Clerk

CHARTER TOWNSHIP OF MONROE

By: _____
Supervisor

By: _____
Township Clerk

EXHIBIT A

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

Year	Amount
2015	$550,000
2016	560,000
2017	570,000
2018	575,000
2019	585,000
2020	595,000
2021	600,000
2022	610,000
2023	620,000
2024	630,000
2025	640,000
2026	650,000
2027	660,000
2028	670,000
2029	680,000
2030	690,000
2031	700,000
2032	710,000
2033	720,000

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CITY COUNCIL
AGENDA FACT SHEET

RELATING TO: REPORT BACK ON BIDS RECEIVED FOR ZINC ORTHOPHOSPHATE TANKS REMOVAL AND REPLACEMENT – WATER TREATMENT PLANT

DISCUSSION: One bid was received for the Removal and Replacement of the two (2) Zinc Orthophosphate Tanks at the Water Treatment Plant (WTP). The WTP has several processes including numerous chemical bulk and day tanks located throughout the facility. Zinc orthophosphate is used for corrosion control of the water system and is stored in bulk tanks located in a small building adjacent to the Chemical Building. The tanks were installed with the 1972 WTP expansion project and have required little maintenance and repairs. In 2012 during normal operator shift inspections, it was discovered that these tanks had started to develop leaks which were not present during tank inspections. The Water Department consulted with several tank repair companies to investigate options to mitigate the problem. It was found that the interior tank protective coatings were failing in a few areas causing the exterior tank material to deteriorate from the harsh chemical environment. It was decided to attempt to repair the coating of these tank failure areas to extend the tanks overall service life, however several unrepaired tank areas have starting to deteriorate causing more leaks. Options to mitigate this situation include repairing the interior of both tanks in their entirety or to replace them with new tanks. Based on the preliminary cost estimates it was more cost effective to replace the tanks instead of repairing them.

The one bid came from Gratton Construction out of Monroe and they meet all bid specifications. The bid specifications were developed to provide for the most cost effective options for the City. One option is to have the City purchase the tanks and have contractor complete all remaining tasks on the project (REMOVAL AND REPLACEMENT bid). The other option is to have the contractor purchase the tanks and complete all tasks (FURNISH TANK and REMOVAL AND REPLACEMENT bids). The FURNISH TANK lump sum cost is $21,882.00 and the REMOVAL AND REPLACEMENT cost is $17,165.00. The total bid costs for both options is $39,047.00, attached is bid tabulation for reference. After reviewing the options it is more cost effective to have the contractor purchase the tanks (FURNISH TANK) and complete all remaining tasks (REMOVAL AND REPLACEMENT). The removal and replacement of the two zinc orthophosphate tanks are part of an overall approved fiscal year 2012-2013 Capital Improvement Program (CIP) project. Replacing the tanks are recommended and necessary in order to maintain adequate chemical capacity for treatment as required per the 10 State Standards. This CIP project has adequate funding budgeted for the project

Gratton Construction has worked for the City previously on several projects with excellent results such that we are confident they perform adequately again.

IT IS RECOMMENDED that a purchase order in the amount of $39,047.00 and a total amount of $43,000 be encumbered to include a 10% contingency, be awarded to Gratton Construction out of Monroe for the Removal and Replacement of the two Zinc Orthophosphate Tanks at the WTP as part of the fiscal year 2012/2013 CIP project in accordance with the bid specifications.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: December 12, 2013

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

STAFF RECOMMENDATION: ☒ For ☐ Against

REASON AGAINST: N/A

INITIATED BY:

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

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Water Department and Customers

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$ 46,611.00
Cost of This Project Approval	$ 43,000.00
Related Annual Operating Cost	$ N/A
Increased Revenue Expected/Year	$ N/A

SOURCE OF FUNDS:

City	Account Number	Amount
Operating Equipment	591-40.537-977.000 13W08	$ 43,000.00
Other Funds		

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** November 12, 2013

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: November 18, 2013

BIDS RECEIVED LIST FOR ZINC ORTHOPHOSPHATE BULK TANK REPLACEMENT FOR THE WATER FILTRATION PLANT. BID REQUESTS DISTRIBUTED 10/24/2013.

BIDS DUE TUESDAY, NOVEMBER 12, 2013.

NAME		BID AMOUNT
Gratton Construction Co., Inc.		
Monroe, MI		
Furnish Tank		$21,882.00
Remove & Replace Existing Tank		$17,165.00
	Total Bid	$39,047.00

AMENDED AGENDA ITEM # 202

CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Cost Sharing with the Monroe County Treasurer for the Demolition of 914 East First Street

DISCUSSION: The property at 914 East First Street (a.k.a. old fire station) was the subject of Tax Foreclosure due to non-payment of property taxes over the last few years. When the Monroe County Treasurer's office inspected the property prior to its regularly scheduled auction; they discovered the building was in very poor condition, including but not limited to, extensive water damage. Upon discovery of its condition, the Treasurer's office asked the City of Monroe Building Department to inspect the building and determine if it was salvageable. After the inspection the Building Department recommended that the building be demolished.

Based on the extremely poor condition of the building, the Treasurer's Office determined it was preferable to keep the building out of the foreclosure auction and look for a way to demolish the structure prior to disposition of the property. At the Treasurer's request, the Monroe County Land Bank board agreed to purchase the property and hold it for potential redevelopment; if there are other resources available for demolition of the building. The building(s) on the property immediately to the east, known as the "old MAECO building," is currently being demolished and the subject property could potentially be added to that property in a future redevelopment project.

The Monroe County Treasurer's office determined it could allocate $5,000.00 toward the demolition of this building from its foreclosure fund. Based on the low bid received for the demolition, the actual cost **was** estimated to be $12,900.00 (See attached copies of bide received); leaving a short fall of $7,900.00. The Treasurer's office approached the City Building Department with the request to fund this shortfall out of its annual demolition budget.

Following further investigation and inspection of the structure, it was discovered that the building contains extensive Asbestos Containing Materials (ACM) in the floor tiles, window caulk and other components. The poor condition of the building make it more difficult to remove or abate the asbestos prior to the demolition. The contractor is also required to pay a higher disposal fee at the landfill for any materials containing asbestos. Additionally, there is some remaining ACM and debris from the demolition of the adjacent building that may need to be removed as part of this project. The owner of the adjacent property has been made aware and will be served with official notice that it is its/their responsibility to remove this debris, or it/they will be required to reimburse the City if the debris is not removed prior to the demolition of 914 E. First St. The cost of the asbestos abatement and debris removal has been estimated at $7,400.00 which was not contained in the original demolition bids, and for which the Treasurer's office has requested $5,600.00 from the City cost share that was not part of the prior City Council approval on August 19, 2013.

If the City chooses not to partner with the Monroe County Treasurer's office on the demolition of this structure, it is likely they would have to place the property in the foreclosure auction and it could either pass to a private owner or come back to the County Treasurer as an unsold property. It is the Economic and Community Development Division's opinion that it would be better to demolish the structure and allow the Monroe County Land Bank to take ownership and market the property for future redevelopment.

IT IS RECOMMENDED that City Council allocate $7,900.00 from the City's demolition service budget to cost share with the Monroe County Treasurer for the demolition of 914 East First Street; in accordance with the low bid received by the Treasurer's office from Earthworks Concrete & Excavation, LLC. **IT IS FURTHER RECOMMENDED that City Council allocate an additional $5,600.00 to cover a portion of the cost of removal and disposal of the Asbestos Containing Materials (ACM) and debris in accordance with the estimates received by the Treasurer's office; resulting in an total City cost share of $13,500.00.**

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: November 18, 2013

REASON FOR DEADLINE: Timely authorization for the demolition contractor to proceed.

STAFF RECOMMENDATION: X For ☐ Against

REASON AGAINST: N.A.

INITIATED BY: Building Department

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	$ 13,500.00
Cost of This Project Approval	$ 5,600.00
Related Annual Operating Cost	$ N/A*
Increased Revenue Expected/Year	$ N/A

** Ownership will transfer to the Monroe County Land Bank*

SOURCE OF FUNDS:

	Account Number	Amount
City		
Demolition Service	101-65.805-818.030	$ 13,500.00
Other Funds		

Budget Approval: _____

FACT SHEET PREPARED BY: Dan Swallow, Dir. of Economic and Community Development **DATE:** 11/13/13

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

COUNCIL MEETING DATE: November 18, 2013

TEK ENVIRONMENTAL & CONSULTING SERVICES, INC.

October 1, 2013

To: Mr. Kevin Pearsall	Subject: Proposal
Earth Works Excavating **12536 Jones** **Carleton, MI 48117** **734.777.2392 phone** **734.654.9064 fax** **earthworks3@hotmail.com**	**Turn-Key Asbestos Abatement Services at Former Fire Department Building located at:** **914 E. First Street, Monroe, Michigan 48161**

Scope of Work:

Dear Mr. Pearsall:

We are pleased to present this cost proposal to provide asbestos abatement of the identified asbestos materials identified herein located at the above referenced property. TEK Environmental has presented this cost to remove the asbestos containing friable material according to previous sampling results prior to demolition of the structure. TEK has coordinated the asbestos abatement activities and associated industrial hygiene air monitoring activities to remove the required asbestos containing materials prior to demolition. Pursuant to our recent conversation, TEK has proposed the following abatement costs to perform the required abatement activities required by the Environmental Protection Agency, OSHA, and State of Michigan Authorities for removal of friable asbestos containing materials.

Asbestos containing materials will be abated and disposed of properly. The abatement area will be located throughout the property and no access will be allowed in the buildings until proper asbestos air clearances have been collected, analyzed and passed the required NESHAPS clearance upon completion of asbestos abatement work. Therefore, we have provided the cost estimate for your approval.

REQUIRED ENVIRONMENTAL SCOPE OF WORK SERVICES

Project Oversight and Asbestos Air Monitoring Services

TEK will oversee all abatement activities and act as the professional abatement liaison for the Client. We will manage all aspects of the project to include; documenting all daily abatement activities and provide asbestos air monitoring services in accordance with State of Michigan OSHA compliance Regulations. Pursuant to the NESHAP, we will provide the necessary project report explaining abatement activities documentation and state accreditation information for state and local authority approval to allow demolition activities to commence.

The following break-down of Air monitoring and Oversight services are illustrated below:

Document Review and Pre-Abatement Activities

- Perform background air sampling in each work area prior to abatement to establish baseline levels.
- Review negative pressure and/or critical barrier enclosure design and construction, if necessary.

Project Monitoring Operations

- Provide on-site air monitoring and Phase Contrast Microscopy (PCM) fiber counting analyses in accordance with National Emission Standards for Hazardous Air Pollutants (NESHAPS) and Michigan Occupational Safety and Health Administration (MIOSHA) requirements.
- Review compliance with project related MIOSHA requirements.
- Monitor negative pressure and/or critical barrier enclosure integrity and performance of negative air system.
- Review waste disposal procedures.
- Prepare daily results reports.

Project Closure and Report

- Perform a final visual inspection in cooperation with the designated representative.
- Provide clearance sampling and analyses by PCM when required.
- Conduct a final work area and/or on site inspection.
- Prepare a final summary letter report to the Client to authorize building demolition upon completion of the asbestos abatement activities.

Asbestos Abatement of Identified Asbestos Containing Materials

TEK will supply supervision, labor, material and equipment to remove the following asbestos containing materials including air monitoring services located in the properties prior to the planned demolition activities.

Abatement & Required Oversight Certification Documentation

002A	**Large Garage Door Frame Caulk (Dark Grey) 1st Floor – North**	**Chrysotile – 5%**	**45 LF**
003A	**Window Glazing Compound (White) 1st Floor – West Approx. 28 windows**	**Chrysotile – 5%**	**700 SF-**
004A	**Window Frame Caulking/Door (Grey)**	**Chrysotile – 5%**	**480 LF**
005A	**9" x 9" Floor Tile and Mastic (Dark Grey) 2nd Floor – Northeast**	**T = Chrysotile – 5%, M = NAD**	**900 SF**
008A	**Transite – Panel Material - Exterior – Perimeter – Debris pile intermixed with concrete, brick, rubble, etc.**	**Chrysotile – 25%**	**16 Cubic feet**

TOTAL COST
Initial Mobilization and Removal of Asbestos Containing Large Door frame caulking, Window Frames with asbestos caulk and glazing compound, 9"x9" floor tile material 2nd floor

Includes Asbestos Air Monitoring Oversight and Asbestos Clearance Documentation for Demolition to Proceed

Four Thousand Four Hundred Fifty Dollars ***$4,450.00***

ADDITIONAL EXTERIOR DEBRIS CLEANUP

ADDITIONAL ALTERNATE COST

Initial Mobilization and Removal of Asbestos Containing
Transite Debris Intermixed with building debris, concrete and rubble into sealed lined roll off box
Includes Asbestos Air Monitoring Oversight and Asbestos Clearance Documentation for Demolition to Proceed

Two Thousand Nine Hundred Fifty Dollars ***$2,950.00***

SCHEDULE

Upon authorization and a signed proposal/contract, TEK can begin removal of the above mentioned materials within 5- 7 business days. We would anticipate that abatement activities would take approximately 3-5 days.

STAFFING

TEK Environmental employs professional industrial hygienists to perform all aspects of environmental consultation prior to demolition/renovation. Our professionals are certified as Asbestos Abatement Contractor/Supervisors, Building Inspectors, Project Designers and Asbestos NIOSH 582 Fiber Counters/Air Monitoring Technicians.

ASSUMPTIONS

- Assumes unfettered access within the buildings only for removal purposes.
- Assumes removing some **contents** from within the abatement area.
- **Payment Terms - Check or Credit card for 60% prior to commencing the work and the remainder of the 40% balance due the day of completion.**
- **Cost Does Not include reconstruction of any materials removed.**
- *If the floor is too deteriorated, a lift will be needed to remove the windows for rental cost plus 15%.*
- Quote includes proper removal of Asbestos pursuant to MIOSHA and Federal NESHAP Regulations.
- Quote includes disposal transportation and cost for proper disposal of materials.
- Quote is based on normal business days, day shift, no weekends or Holidays.
- Quote does not include removal of any other environmental items.
- Total Quote includes the required air monitoring and decontamination certification prior to demolition.
- All work will be performed per all Local, State, & Federal Regulations with licensed Asbestos Abatement Workers.

EARTH WORKS
CONCRETE & EXCAVATING , LLC
12536 JONES STREET
CARLETON, MI 48117

OWNER: KEVIN PEARSALL
PHONE: (734)777-2392
FAX: (734)654-9064

QUOTE

Customer:
Monroe County Treasurer
Attn: Debi Toro
Phone: (734) 240-7372
Fax: (734) 240-7374

WE HEREBY SUBMIT PRICING FOR:
Demolishing houses according to City of Monroe Building Dept. Demo regulations. Includes asbestos report on each home but if any is found it will be additional to have it removed. Cost does include water disconnect as we already discussed.

605 Church St.- **$12,900.00**

914 E. First St. (Old fire station)- **$12,900.00**

- **Earth Works promises to do the above services with professional quality and in a timely manner. Earth Works is a registered L.L.C. (Limited Liability Company) with the state of Michigan, Licensed builder (#2102201222), Licensed septic contractor through Monroe County Health Department and fully insured.**

ESTIMATE

W. CLOSE AND SONS EXCAVATING L.L.C.
8191 SUDER RD.
ERIE, MI. 48133
PHONE:(734)848-9291 FAX:(734)384-3771

WE ACCEPT VISA AND MASTER CARD

Chuck Close
Mobile # 419-467-1052
Email: closec.co@gmail.com

Estimate #: E1408 - 013
Estimate Date: 5/1/2013

Licensed-Bonded-Insured

Contact Name: Debbie
Contact Phone: 734-240-7372

Start Date: To be determined
End Date:

Customer Address:
Monroe County Treasury
51 S. Macomb
Monroe, MI. 48161

Job Address:
914 E. Front St.
Monroe, MI.

Complete Job Estimate:
$14,450.00

Job Description:

#1- Call and have utilities disconnected.
#2- Call and have asbestos survey on building.
#3- Purchase demolition permit. Purchase plumbing inspection permit
#4- Locate and cap off city sewer lead. Locate and disconnect water line at city curb stop box.
#5- Demolish MFD No2 station, haul all debris to an approved land fill.
#6- Remove concrete slab and footers to a depth of 32" below finished grade.
#7- Deliver clean fill dirt, grade off lot and spread grass seed and mulch.

Notes:

-- Full payment due upon job completion.
-- Price includes asbestos survey but not asbestos removal if needed.

Company Officer Signature: _____

Acceptance of estimate / contract

Note: Past due amounts not paid within 30 days of billing date will be charged 18% interest per year, or 1.5% interest per month on unpaid balance.

The prices and job description in said estimate are here by accepted on this_____day of _____.
W. Close And Sons Excavating L.L.C. is authorized to begin work starting _____.
Payment will be madeas described in above notes.

Customer Signature:_____

Sign and date one copy and return to W. Close and Sons Excavating, retain other copy for your records.

McBee Trucking & Excavation
2767 N. Telegraph
Monroe Mi. 48162

Date
5/10/2013

Proposal
1351

Name/Address
County Treasure
51 S. Macomb
Monroe,Mi. 48161

Description

Demolish Fire station 914 East First

We propose hereby to furnish material & labor.Complete in accordance ccordance with above specifications for the sum of $ 14,500.00 dollars.

Any alterations or deviations from above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over an above estimate imate.

all agreements contingent upon strikes , accidents, or delays beyond our control. Owner to carry fire , tornado, and other necessary insurance upon above work. Workman's compensation and public liability insurance on above work to be taken out by McBee Trucking & ng & Excavation.