
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, JUNE 16, 2014
7:30 P.M.**

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. PUBLIC HEARING.

104 Public hearing to receive and review comments on proposed Ordinance No. 14-003, an Ordinance to add Chapter 528, Property Tax Exemptions, to provide a service charge in lieu of taxes for a proposed multiple family dwelling project, of the Code of the City of Monroe. There are no comments on file in writing in the Clerk-Treasurer's Office.

107 Public hearing to receive and review comments on the installation of a New Public Sanitary Sewer, West Fourth Street between Hubble and Harrison Streets, Special Assessment Resolution Number 4, Sewer SAD # 232. There are no comments on file in writing in the Clerk-Treasurer's Office.

120 Public hearing to receive and review comments on the FY 2014-15 Community Development Block Grant Annual Action Plan. There are no comments on file in writing in the Clerk-Treasurer's Office.

V. COUNCIL ACTION.

104 Proposed Ordinance No. 14-003, an Ordinance to add Chapter 528, Property Tax Exemptions, to provide a service charge in lieu of taxes for a proposed multiple family dwelling project, of the Code of the City of Monroe, up for its final reading.

114 Communication from the Director of Economic & Community Development, submitting proposed Ordinance No. 14-004, an Ordinance to amend Chapter 720, Zoning, Sections 720-9, 720-39, 720-40, 720-41, 720-57, 720-75, 720-144, 720-162, and 720-192 related to Salvage Yards, of the Codified Ordinances of the City of Monroe.

Proposed Ordinance No. 14-004, up for its first reading and recommending that the public hearing be set for Monday, July 7, 2014.

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

A Approval of the Minutes of the Work Session Meeting held on June 2, 2014 and the Minutes of the Regular City Council Meeting held on Monday, June 2, 2014.

- B Approval of payments to vendors in the amount of \$_____.

Action: Bills be allowed and warrants drawn on the various accounts for their payment.

115 2014 Curb Replacement and Resurfacing Program Bids.

1. Communication from the Director of Engineering & Public Services, reporting back on bids received for the 2014 Curb Replacement and Resurfacing Program, and recommending that Council award a contract for the 2014 Curb Replacement and Resurfacing Program to Cadillac Asphalt, LLC in the amount of \$509,248.58, that a total of \$563,000 be encumbered to include a 15% project contingency, and that the Finance Director be authorized to make the necessary transfers as shown in the financial details, and further recommending that the Mayor and Clerk-Treasurer be authorized to sign the contracts on behalf of the City of Monroe.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

116 Mercy Memorial Cancer Connection 5K *Run For Hope*.

1. Communication from the City Manager's Office, reporting back on a request from Karen Whitmire on behalf of the Mercy Memorial Cancer Connection for permission to hold the 5K *Run For Hope* on September 6, 2014 from 8:00 a.m. – 1:00 p.m., beginning at the Food Town Supermarket, 211 N. Telegraph Road, through the Riverside Manor neighborhood, and ending at the Supermarket, and that all fees to hold the event be waived, and recommending that Council approve this 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 recommendation be carried out.

117 Installation of New Public Sanitary Sewer – Sewer SAD #232 – West Fourth Street Between Hubble and Harrison Streets – Special Assessment Resolution Number 5.

1. Communication from the Director of Engineering & Public Services, submitting Resolution No. 5, confirming the special assessment roll and reporting back on bids received for the installation of new public sanitary sewer on West Fourth Street between Hubble and Harrison Streets, and recommending that the attached Resolution 5 be adopted, that the Sewer Special Assessment District 232 be confirmed, and further recommending that Council award a contract for the work to G.V. Cement Contracting Co., in the amount of \$216,034.65, and that the Finance Director be authorized to transfer the necessary funding as listed in the financial detail provided.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

118 Sunset Pump Station Grinding Unit Replacement – Wastewater Department.

1. Communication from the Director of Water & Wastewater Utilities, submitting a quote for the replacement of the sewage grinding unit (Channel Monsters) at the Sunset Pump Station, and recommending that a purchase order in the amount of \$23,861.20 and a total amount of \$25,000 be encumbered to include a 5% contingency, be issued to JWC Environmental Care of Hamlett Environmental Technologies Company to repair and upgrade the existing Channel Monster grinding unit used at the Sunset Pump Station per their quote # 20400 dated May 20, 2014 to re-establish the intended pump station operation and efficiencies, and that the bid process be waived, 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 (if needed).
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

119 Firefighter Turnout Gear Bid Award.

1. Communication from the Fire Chief, reporting back on bids received for three (3) sets of Janesville firefighter turnout gear for personnel, and recommending that a purchase order in the amount of \$5,394 be awarded to Phoenix Safety Outfitters of Springfield, Ohio for the purchase of three (3) sets of Janesville turnout gear in accordance with the bid specification.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried.

120 FY 2014-15 Community Development Block Grant Annual Action Plan.

1. Communication from the Director of Economic & Community Development, submitting the Community Development Block Grant Annual Action Plan for Fiscal Year 2014-15 as required by the Department of Housing and Urban Development (HUD), and recommending that Council approve the draft of the proposed FY 2014-15 CDBG Annual Action Plan, and after considering any comments at the public hearing, authorize staff to submit it in accordance with federal regulations.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

121 Classification & Compensation Study, RFP Award.

1. Communication from the Director of Human Resources, reporting back a proposal to conduct a Classification & Compensation Study of all its non-union and employee groups, excluding public safety, and recommending that Council award a contract for the City's Classification & Compensation Study project to Municipal Consulting Services, Inc. in the amount of \$42,170, and that the Finance Director be authorized to make a budget transfer of \$45,000 from the General Fund Contingency to the Human Resources Department, and further recommending that the Mayor and Clerk-Treasurer be authorized to execute any necessary agreements on behalf of the City of Monroe.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

122 Water Treatment Plant Fiscal Year 2014-2015 Chemical Requirements.

1. Communication from the Director of Water & Wastewater Utilities, reporting back on bids received for Liquid Aluminum Sulfate, Fluoride, Liquid Oxygen, Sodium Hypochlorite, and Zinc Orthophosphate for use at the Monroe Water Treatment Plant, and recommending that purchase orders be awarded to the following vendors for the durations and estimated chemical requirements at the Water Treatment Plant based on the bid unit prices: General Chemical LLC, Liquid Aluminum Sulfate, for a total cost of \$116,000, Alexander Chemical Corporation, Fluoride, for a total cost of \$20,480, Linde, LLC, Liquid Oxygen, for a total cost of \$37,500, JCI Jones Chemicals, Inc, Sodium Hypochlorite, for a total cost of \$56,941.89, and Shannon Chemical Corporation, Zinc Orthophosphate, for a total cost of \$31,330.20, 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 (if needed).
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

123 Funding Agreement between the City of Monroe and the River Raisin National Battlefield Park Foundation, Inc.

1. Communication from the Director of Economic & Community Development, submitting a proposed Funding Agreement between the City of Monroe and the River Raisin National Battlefield Park Foundation, Inc. for the establishment and initial staffing of the River Raisin National Battlefield Park Foundation, and recommending that Council approve the proposed Funding Agreement between the City of Monroe and the River Raisin National Battlefield Park Foundation, Inc., and that the Mayor and Clerk-Treasurer be

authorized to execute the agreement, and approve payment of the first installment of \$25,000 as outlined in the Agreement.

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

124 Google Apps Agreement.

1. Communication from the Finance Director, submitting an agreement with Onix Networking Corporation to upgrade our software and replace our network server to Google Apps, and recommending that Mayor and Council approve the Onix Networking Government Customer Agreement that is attached and approve up to \$16,000 to be encumbered to cover the first year licensing, up to forty (40) hours of technical support from Onix, and contingencies, and further recommending that the City Manager be approved to execute any necessary agreements related to the implementation of Google Apps on behalf of the City of Monroe.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

125 FY 2013-14 Budget Amendment.

1. Communication from the Finance Director, submitting an amendment to the fiscal year 2013-14 budget, and recommending that Mayor and Council approve a budget amendment to add \$20,000 to the Refuse Fund Refuse Pick-Up account, increase the Brownfield Authority budget by \$692,195 and increase the Stores and Equipment Fund Repair and Maintenance Supplies line item by \$25,000.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried.

126 Railroad Street Block Party.

1. Communication from the City Manager's Office, submitting a request from Candice McIntosh for permission to hold a block party in the 400 block of Railroad Street on June 28, 2014, from 6:00 p.m. – 10:00 p.m., and to close the 400 block of Railroad Street between Third and Fifth Streets, and recommending that Council approve the request contingent upon items being met as outlined by the administration, **subject to no additional overtime or other costs to the city**, 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.

127 Autism Speaks Walk.

1. Communication from the City Manager's Office, submitting a request from Kristen Gibson on behalf of Autism Speaks for permission to hold a Walk/Charity event at St. Mary's Park on June 29, 2014, from 10:00 a.m. – 3:00 p.m. with use of the bandshell, electricity, and that the fees to use St. Mary's Park be reduced, and recommending that Council approve this request contingent upon items being met as outlined by the administration, subject to costs recovery & fee waivers in accordance with City Council adopted policy, **with no reduction in fees to use St. Mary's Park**, 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.

- VII. COUNCIL COMMENTS.
- VIII. MAYOR'S COMMENTS.
- IX. CLERK-TREASRUER'S COMMENTS.
- X. CITY MANAGER COMMUNICATION.
- XI. CITIZEN COMMENTS
- XII. CLOSED EXECUTIVE SESSION TO DISCUSS POTENTIAL REAL ESTATE ACQUISITION.
- XIII. ADJOURNMENT.

CITY OF MONROE
REGULAR COUNCIL MEETING
MONDAY, JUNE 2, 2014

Regular meeting of the City Council of the City of Monroe, Michigan held on Monday, June 2, 2014 at 7:30 p.m. in the City Hall Council Chambers.

Present: Council Members Sisk, Hensley, Iacoangeli, Vining, Molenda, Rafko and Mayor Clark.

Michelle J. LaVoy, Clerk-Treasurer gave the invocation.

Mayor Clark led the pledge of allegiance to the flag.

Presentation.

Presentation by Colleen Hill-Stramsack of Hubbell, Roth, and Clark regarding the traffic study of Monroe Street between Third Street and Elm Avenue.

Council Action.

51 The communication from the City Manager's Office, submitting a proposal from Ready, Heller & Ready, PLLC for the continuation of routine, general legal services for another two (2) year term and appointment, and recommending that Council strongly consider accepting Mr. Ready's legal services proposal and re-appointing him as City Attorney for the term of July 1, 2014 to June 30, 2016. It was moved by Council Member Iacoangeli and seconded by Council Member Vining that item 51 be postponed until the Jun 2, 2014 Regular Council Meeting.

It was moved by Council Member Iacoangeli and seconded by Council Member Molenda that item 51 be placed on the floor for discussion.

Ayes: 7 Nays: 0

Motion carried.

It was moved by Council Member Sisk and seconded by Council Member Iacoangeli that item 51 be accepted, placed on file and the recommendation be carried out.

Ayes: 7 Nays: 0

Motion carried.

104 It was moved by Council Member Molenda and seconded by Council Member Rafko that Proposed Ordinance No.14-003, an ordinance to add Chapter 528, Property Tax exemptions, to provide a service charge in lieu of taxes for a proposed multiple family dwelling project, of the Code of the City of Monroe be placed on the floor for its first reading and set for the public hearing on June 16, 2014.

Ayes: 7 Nays: 0

Motion carried.

Proposed Ordinance No. 14-003, was then presented for the first time and laid over for its second reading and public hearing on Monday, June 16, 2014.

105 Communication from the City Manager, submitting a response with staff recommendation related to a "petition" received from Toll Street residents and recommending that the attached letter be sent to each of the Toll Street residents who signed the April 28, 2014 petition, which was previously provided to the Mayor and City Council, and if residents express a subsequent interest in exploring the possibility of having a public storm water improvement installed to help improve the drainage from their properties, City staff can meet with them to discuss the Charter prescribed process and the potential costs of a project in greater detail.

It was moved by Council Member Iacoangeli and seconded by Council Member Sisk that item 105 be accepted and placed on file and the recommendation be carried out.

Council Member Rafko noted that in the fourth paragraph of the letter it states that public monies of a municipal corporation cannot be lawfully used for the particular benefit of private individuals. She explained that item 107, on the consent agenda, meets the same issue.

Mayor Clark said that item 107 is a Special Assessment District and there will be assessments to the residents for those services.

Council Member Rafko clarified that all residents will be assessed.

Following brief discussion a vote was taken on the motion.

Ayes: 7 Nays: 0

Motion carried.

Mayor Clark reminded everyone of the Rules of the Chamber when addressing City Council during citizen comment time, specifically to state their name and address clearly so that information can be entered into the record. He also noted that Administration wishes to pull item 109 and item 110 from the Consent Agenda to be considered at a later date.

It was moved by council Member Iacoangeli and seconded by Council Member Rafko that the revision to the Consent Agenda.

Ayes: 7 Nays: 0

Motion carried

Consent Agenda. (Revised)

A. Approval of the Minutes of the Regular City Council Meeting held on Monday, May 19, 2014.

B. Approval of payments to vendors in the amount of \$851,756.35.

Action: Bills be allowed and warrants drawn on the various accounts for their payment.

106 East Noble Avenue Water Main Replacement Bids.

1. Communication from the Director of Engineering & Public Services, reporting back on bids received for the East Noble Avenue Water Main Replacement, and recommending that Council award a contract for the East Noble Avenue Water Main Replacement project to Salenbien Properties, LLC in the amount of \$381,783.70, that a total of \$439,000 be encumbered to include a 15% contingency, and that the Finance Director be authorized to allocate the necessary funding to the appropriate fiscal year as needed from the Water Fund reserves, and further recommending that the Mayor and Clerk-Treasurer be authorized to sign the contracts on behalf of the City of Monroe.

2. Supporting documents.

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

107 Installation of New Public Sanitary Sewer – West Fourth Street Between Hubble and Harrison Streets – Special Assessment Resolution Number 4 – Sewer SAD #232.

1. Communication from the Director of Engineering & Public Services, submitting Resolution No. 4, which schedules the final public hearing on the assessment roll, and recommending that the attached Resolution No. 4 be adopted and that the public hearing on the assessment roll be scheduled for Monday, June 16, 2014 at 7:30 p.m. in the City Council Chambers.

2. Supporting documents.

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

108 Public Safety Paramedic Vehicle Purchase – Ford Explorer.

1. Communication from the Director of Engineering & Public Services, submitting a contract to purchase a Ford Explorer to be used as a Public Safety Paramedic vehicle, and recommending that Council award a contract to purchase one (1) 2015 Utility Interceptor All Wheel Vehicle for a total price of \$26,615 from Signature Ford of Owosso, Michigan, and further recommending 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.

109 This item pulled from the Consent Agenda to be considered at a later date.

110 This item pulled from the Consent Agenda to be considered at a later date.

111 Traffic Committee Minutes of May 28, 2014 Meeting, Traffic Control Orders.

1. Communication from the Director of Engineering & Public Services, submitting the minutes of the Mayor's Traffic Committee meeting held on May 28, 2014 and a proposed resolution of support for the lane reconfiguration of Monroe Street, and recommending that Council place on file the minutes from the May 28, 2014 Mayor's Traffic Committee meeting, and approve the two (2) Traffic Control Orders 067-008 and 134-004, and further recommending that the attached resolution of support for the lane reconfiguration of Monroe Street be adopted, and that the Director of Engineering & Public Services be authorized to forward this to the appropriate personnel at the Michigan Department of Transportation.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

112 Upgrade to Laserfiche software.

1. Communication from the Finance Director, submitting an agreement to upgrade Laserfiche software for document imaging purposes, and recommending that Council approve entering into the agreement with General Code for the Laserfiche software upgrade, installation, and training in the amount of \$65,865.94 and that a total of \$71,00 be encumbered to allow for contingencies and GIS integration work, that the City Manager be authorized to sign any necessary agreements to execute the proposal and that the agreements not be executed until after the City Attorney has reviewed and approved them
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

113 Appointments Resolution.

1. Communication from the Mayor's Office, submitting a proposed resolution for appointments to various boards, commissions and committees, and recommending that the resolution be adopted.
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 items 106, 107, 108, 112 and 113 of the Consent Agenda be approved as presented and that item 111 be removed and considered separately.

Ayes: 7 Nays: 0

Motion carried.

111 The communication from the Director of Engineering & Public Services was presented, submitting the minutes of the Mayor's Traffic Committee meeting held on May 28, 2014 and a proposed resolution of support for the lane reconfiguration of Monroe Street, and recommending that Council place on file the minutes from the May 28, 2014 Mayor's

Traffic Committee meeting, and approve the two (2) Traffic Control Orders 067-008 and 134-004, and further recommending that the attached resolution of support for the lane reconfiguration of Monroe Street be adopted, and that the Director of Engineering & Public Services be authorized to forward this to the appropriate personnel at the Michigan Department of Transportation.

Michelle J. LaVoy, Clerk-Treasurer read two (2) letters to read into the record from Janet Berns, 42 S. Monroe Street, Monroe and Stephen Buhl, 904 Bentley Drive, Monroe.

Council Member Iacoangeli commented on statistics quoted by Colleen Hill-Stramsak during her presentation and cited history of past and current traffic flow in the City. He spoke in positive regard to the proposed lane reconfiguration on Monroe Street, pedestrian safety and the change that will occur in traffic flow as a result of the lane reconfiguration.

Council Member Hensley said that he does not see that the proposed lane reconfiguration on Monroe Street will support safety to pedestrian traffic and he does not see the benefit of addition parallel parking spaces.

Council Member Vining spoke in support of the proposed lane configuration and said that if it does not work it can be reversed.

Council Member Rafko spoke in favor of a more vibrant downtown, and said that with the proposed changes it will lend to a more walkable town and the additional parking will help bring in businesses. She noted that if she thought there was a safety issue she would not be in favor of the reconfiguration but she does not see safety as a factor.

Council Member Molenda cited all of the parking lots that are available within the City limits and does not consider lack of parking as a valid point. He said there is a great amount of speculation surrounding this project and does not think it will solve any downtown issues.

Mayor Clark thanked staff and Colleen for their presentation and their effort. He said that this project is not about the additional parking spaces, that there are currently 1300 parking spaces in the downtown area. He said the reconfiguration of the lanes is about improved pedestrian movement and safety, downtown development, traffic flow, etc. He expressed concern about diverting of the current traffic flow and what areas will ultimately bare the load.

Council Member Hensley asked how hard it would be to get approval from MDOT and what will the cost be to the City to reverse the lane configuration if Council should decide to do so.

Colleen Hill-Stramsack of Hubbell, Roth, and Clark said that if Council should request to revert back to five (5) lanes and will pay for the process, she does not see that MDOT will have an issue with it.

Mayor Clark asked if Mr. Lewis had an estimate for restriping.

Patrick Lewis, Director of Engineering & Public Services said that if MDOT chooses to charge us the total number will be around \$10,000 for reconfiguration of the parking spaces, maybe \$1,000 for signage and striping, and about \$10,000 per intersection if signal modifications are necessary.

The following residents and non-residents spoke regarding the item:

Frank Grzywacki, 116 Hollywood Drive, Monroe
Adam Yeager, 1833 South Custer Road, Monroe
John Timko, 1034 Bentley Drive, Monroe
Alena Henessey 111 South Monroe Street, Monroe – Business
Harry Reising, 418 West Fifth Street, Monroe
Mike Trapp, Director of River Raisin Center for the Arts, 114 South Monroe Street, Monroe
Diane Langford, 48 South Monroe Street, Monroe – Business
Mike Miller, 617 Cass Street, Monroe
Cheri Weakly, 44 West Front Street, Monroe

John Sieb, 105 Stockton Drive, Monroe
Karen Kinsey, 2nd Chance Boutique, Monroe Street, Monroe – Business

Following lengthy discussion, it was moved by Council Member Iacoangeli and seconded by Council Member Rafko that item 111 be accepted, the minutes of the Traffic Committee be placed on file, the two traffic orders be approved and the resolution be adopted and forwarded to MDOT.

Ayes: 4 Nays: 3 (Council Member Hensley, Molenda and Mayor Clark)

Motion carried.

Mayor Clark announced that the closed session scheduled at the end of the meeting to discuss pending litigation will be discussed in open session.

Tom Ready, Attorney explained that on the first meeting of each quarter Council has a quarterly review of pending litigation, generally discussed in closed session because of the confidential nature of the matter. He said that he is pleased to report that there is only one pending matter in litigation at this time and it does not require confidentiality. The case of Gaglio against the City of Monroe which has been in litigation for years, delayed mainly by a bankruptcy filing by the Gaglio Company and Mr. & Mrs. Gaglio. He said the matter is still pending and there has been no activity to report. He cited other matters that have been completed since his last report is the matter of the Dog Pound against the City of Monroe has been dismissed. He said the blight clean up case is completed and that he has nothing further to report.

Council Comments.

Council Member Iacoangeli noted that he has received many calls from parents who have kids in our ball program in reference to the poor condition of the ball diamonds.

Council Member Rafko commented on the Memorial Day Parade.

Mayor's Comments.

Mayor Clark announced the DDA Downtown Garage Sale on Saturday, June 14, 2014 beginning at 9:00 a.m. He said that he appreciates the comments and dialog this evening from Council and those in attendance.

Citizen's Comments.

John Timko, 1034 Bentley Drive said that because of an accident while leaving a parallel parking space, he received a ticket and that is part of his concern with parallel parking.

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

Adjournment.

It was moved by Council Member Iacoangeli and seconded by Council Member Hensley that the meeting adjourn at 9:15 p.m. until the Regular Meeting on Monday, June 16, 2014 at 7:30 p.m.

Ayes: 7 Nays: 0

Motion carried.

Michelle J. LaVoy
City Clerk-Treasurer

Robert E. Clark
Mayor

**CITY OF MONROE
COUNCIL WORK SESSION
MONDAY, JUNE 2, 2014**

Work Session of the City Council of the City of Monroe, Michigan held on Monday, June 2, 2014 at 6:10 p.m. in the City Hall Council Chambers.

Present: Council Member Hensley, Iacoangeli, Vining, Rafko and Mayor Clark.

Excused: Council Member Molenda.

Absent: Council Member Sisk.

Also Present: George Brown, City Manager
Tom Moore, Director of Public Safety
Dan Redstone, Redstone Architects
Matt Berge, Redstone Architects
Manuel Hoskins, Fire Chief

George Brown, City Manager introduced Dan Redstone and Matt Berge, Redstone Architects will give a presentation to Council. He noted that they were commissioned to do some additional work on the needs analysis and preliminary architects cost estimates for those options. He noted that they will report on looking at phased in options for the Public Safety facility, the greatest needs for the Central Fire Station on two alternate sites from where it sits right now and they've also looked at an option that is a middle ground that will combine safety operations and fire into one building. He said that they were also commissioned to do an evaluation on the Central Fire Station to determine what, if anything there is salvageable and what feasibility and cost might be to use part of that existing structure. He provided handouts to Council of an analysis of mileages that Council may want to consider.

Dan Redstone, Redstone Architects introduced Matt Berge, Redstone Architects and said they had put together the study and the presentation for this evening. Mr. Redstone gave a recap of the steps they have taken over the past 1 ½ years to present.

Matt Berge, Redstone Architects recapped their assessment of the existing Central Fire Station: options and functional obsolescence.

Following discussion, Mayor Clark declared the meeting adjourned at 7:02 p.m.

Michelle J. LaVoy
Clerk-Treasurer

Robert E. Clark
Mayor

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
0000006565	A-1 LAWN SPRINKLERS INC 30854	Sprinkler Installation for Intersection of Front, Third,	3,350.00		
TOTAL FOR: A-1 LAWN SPRINKLERS INC			<u>3,350.00</u>		
0000000023	ACR BUSINESS SYSTEMS LLC S19394	FULL FLEX COPIER MAINTENANCE MAY 2014	56.00		
TOTAL FOR: ACR BUSINESS SYSTEMS LLC			<u>56.00</u>		
0000005195	AIR LIQUIDE AMERICA LP 55558022	LIQUID OXYGEN PURCHASE	1,102.37		
TOTAL FOR: AIR LIQUIDE AMERICA LP			<u>1,102.37</u>		
0000000019	AKT PEERLESS ENVIRONMENTAL SERVICES 35643	Environmental Report for MNRTF Grant Application	1,982.50		
TOTAL FOR: AKT PEERLESS ENVIRONMENTAL SERVICES			<u>1,982.50</u>		
0000004814	AMERICAN SANITATION & SEWER INC 12329	PORTABLE TOILET AIRPORT JUNE 2014	70.00		
TOTAL FOR: AMERICAN SANITATION & SEWER INC			<u>70.00</u>		
0000000547	APOLLO FIRE EQUIPMENT 86913	STAT-X FIRST RESPONDER FIRE SUPPRESSION UNITS	2,004.18		
TOTAL FOR: APOLLO FIRE EQUIPMENT			<u>2,004.18</u>		
0000000674	APPLIED INDUSTRIAL TECHNOLOGIES 7002081555	BEACON MOTOR BEARINGS	18.14		
TOTAL FOR: APPLIED INDUSTRIAL TECHNOLOGIES			<u>18.14</u>		
0000000056	AQUA-LINE INC 14-309	EMERGENCY LEAK DETECTION 3RD & KENTUCKY	475.20		
TOTAL FOR: AQUA-LINE INC			<u>475.20</u>		
0000006564	ARBOR AUDIO & VIDEO INC 11151	BiAmp Nexia Mixer DSP and Installation	4,997.00		
TOTAL FOR: ARBOR AUDIO & VIDEO INC			<u>4,997.00</u>		
0000000063	ARCTIC AIR INC 808	MONTHLY MAINTENANCE MAY 2014	3,063.00		
TOTAL FOR: ARCTIC AIR INC			<u>3,063.00</u>		
MISC	ASIANA RESTAURANT 06/11/2014	OVERPAYMENT 18-01008-000	163.04		
TOTAL FOR: ASIANA RESTAURANT			<u>163.04</u>		
MISC	AUTO CHLOR SYSTEM OF THE MID SOUTH 06/11/2014	OVERPAYMENT OF 28-02714-000	17.86		
			<u>17.86</u>		

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
TOTAL FOR: AUTO CHLOR SYSTEM OF THE MID SOUTH			17.86		
0000000106	B&L OFFICE MACHINES				
	12028	SERVICE CALL REPLACED ROLLERS	136.65		
	12064	1 HP 8100 REFILL	78.95		
	12072	MAINTENANCE AGREEMENT TOSHIBA 280 COPIER	399.00		
TOTAL FOR: B&L OFFICE MACHINES			614.60		
0000006365	BELFOR PROPERTY RESTORATION				
	5/30/14 EST# 2	SAWYER HOUSE RESTORATION PER CONTRACT	188,352.70		
TOTAL FOR: BELFOR PROPERTY RESTORATION			188,352.70		
0000005908	BLUEGLOBES INC				
	TTF-18034	GLOBE 180DG BLUE / 180 DG RED	45.10		
TOTAL FOR: BLUEGLOBES INC			45.10		
MISC	BRETT C PERELMAN				
	6/10/14	REFUND HALF FORFEITURE SIEZURE & BOND JAVON CARTER	804.00		
TOTAL FOR: BRETT C PERELMAN			804.00		
0000001319	BERNARD BUDZIOS				
	6/9/14	UMPIRE 3 GAMES JUNE 4 & JUNE 9	141.00		
TOTAL FOR: BERNARD BUDZIOS			141.00		
MISC	CAT SCALE COMPANY USA				
	06/11/2014	OVERPAYMENT SUMMER TAXES 58-01129-000	534.67		
TOTAL FOR: CAT SCALE COMPANY USA			534.67		
0000006547	CHEMTRADE CHEMICALS COPRORATION				
	90647956	LIQUID ALUMINUM SULFATE PURCHASE	3,399.00		
	90649214	LIQUID ALUMINUM SULFATE PURCHASE	3,482.10		
	90651291	LIQUID ALUMINUM SULFATE PURCHASE	3,500.70		
TOTAL FOR: CHEMTRADE CHEMICALS COPRORATION			10,381.80		
0000006174	MARIO CHIESA				
	5/16/2014	ARBITRATION INVOICE	2,222.00		
TOTAL FOR: MARIO CHIESA			2,222.00		
MISC	CHRISTOPHER NELSON				
	5/29/14	CANTON PD PATROL BICYCLE SCHOOL	26.05		
TOTAL FOR: CHRISTOPHER NELSON			26.05		
0000000204	CINTAS CORPORATION 306				
	306172739	SHOP TOWELS FOLDED RED	62.70		
	306172740	BLACK MATS	194.17		
TOTAL FOR: CINTAS CORPORATION 306			256.87		

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
0000005900	CINTAS FIRST AID & SAFETY #325 5001440202	MEDICAL SUPPLIES	86.86		
TOTAL FOR: CINTAS FIRST AID & SAFETY #325			86.86		
0000000296	COMPREHENSIVE RISK SERVICES INC 6/11/14	REIMBURSE CRS DISBURSEMENTS # 3648-3651	2,572.90		
TOTAL FOR: COMPREHENSIVE RISK SERVICES INC			2,572.90		
0000000299	CONSUMERS ENERGY 2644 0814	1000 2644 0816 15756 KEEGAN 5/8 - 6/5/14	145.96		
TOTAL FOR: CONSUMERS ENERGY			145.96		
0000006494	CRYSTAL FLASH				
771988		FAM DYNALIFE HT #2	31.03		
772453		CONOCO POLYTAC EP #2	35.99		
774511		FIRE DEPT VEHICLE FUEL 5/1 - 5/15/14	725.59		
775648		CONOCO POWERTRAN FLUID	527.18		
776800		ASSESSOR VEHICLE FUEL 5/16 - 5/31/14	10.09		
776801		BUILDING DEPT VEHICLE FUEL 5/16 - 5/31/14	195.30		
776802		D P S VEHICLE FUEL 5/16 - 5/31/14	2,349.66		
776803		ENGINEERING VEHICLE FUEL 5/16 - 5/31/14	242.91		
776804		FIRE DEPT VEHICLE FUEL 5/16 - 5/31/14	893.26		
776805		PARKS & REC VEHICLE FUEL 5/16 - 5/31/14	57.30		
776806		POLICE DEPT VEHICLE FUEL 5/16 - 5/31/14	5,436.95		
776807		WASTEWATER VEHICLE FUEL 5/16 - 5/31/14	956.09		
776808		WATER DEPT VEHICLE FUEL 5/16 - 5/31/14	1,842.13		
TOTAL FOR: CRYSTAL FLASH			13,303.48		
0000000325	CULLIGAN 85802 - 86587	BOTTLE WATER 222 JONES AVE	70.35		
TOTAL FOR: CULLIGAN			70.35		
MISC	DANNY'S BARBER SHOP 06/11/2014	OVERPAYMENT ON 18-00105-000	21.83		
TOTAL FOR: DANNY'S BARBER SHOP			21.83		
0000000353	DELTA DENTAL PLAN OF MICHIGAN MAY 2014	DENTAL CLAIMS MAY 2014	8,874.94		
TOTAL FOR: DELTA DENTAL PLAN OF MICHIGAN			8,874.94		
0000001245	THE DETROIT SALT CO LLC				
43132		BULK ROCK SALT - WINTER 2013-14	10,239.13		
43141		BULK ROCK SALT - WINTER 2013-14	10,471.64		
43147		BULK ROCK SALT - WINTER 2013-14	7,797.78		
43160		BULK ROCK SALT - WINTER 2013-14	2,501.53		

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TOTAL FOR: THE DETROIT SALT CO LLC			31,010.08		
000000359A	DTE ENERGY 0732-8 0514	0000-0732-8 PHONE BOOTHS 5/1 - 5/31/14	21.86		
	2205 0514	0000-3190-6 2205 E FRONT 4/22 - 5/19/14	31,462.64		
	915 0514	0000-3189-8 915 E FRONT 4/22 - 5/19/14	18,596.13		
TOTAL FOR: DTE ENERGY			50,080.63		
000000359C	DTE ENERGY 6/9/14	LED STREET LIGHTING CONVERSION - 210 LIGHTS	65,000.00		
TOTAL FOR: DTE ENERGY			65,000.00		
0000000397	DUKE'S SALES & SERVICE INC 10095	ANNUAL ROOT TREATMENT-SECTION 2	17,273.66		
TOTAL FOR: DUKE'S SALES & SERVICE INC			17,273.66		
0000006065	DYKEMA GOSSETT PLLC 1576665	MONTHLY RETAINER MAY 2914	5,022.00		
TOTAL FOR: DYKEMA GOSSETT PLLC			5,022.00		
0000004740	ALBERT M FERNANDEZ 6/9/14	UMPIRE 4 GAMES JUNE 2 & JUNE 9	188.00		
TOTAL FOR: ALBERT M FERNANDEZ			188.00		
000000463B	FIFTH THIRD BANK 03/25/2014	TURBIDIMETER PARTS.	897.25		
	04/25/2014	HOSE, FITTING #1190-WATER DEPT.	62.15		
	04/26/2014	OXYGEN/GAS MONITOR.	611.68		
	04/26/2014	GAS MONITOR CALIBRATION KIT.	486.68		
	04/27/2014	DINNER	26.77		
	04/28/2014	TEXT MARKETING; PROMOTIONS COMMITTEE	274.00		
	04/28/2014	GROUND ROD FOR SCADA SYSTEM	10.64		
	04/28/2014	PPR TWLS, GLASS CLNR, TRASH BGS, SOAP	226.75		
	04/28/2014	#5030,31,32,33 H.D. CYCLES- ALLEN HEAD S	4.00		
	04/28/2014	CLEANING SUPPLIES	252.45		
	04/28/2014	CEMENT	95.00		
	04/28/2014	OUTLET POWER STRIP, BATTERIES	21.44		
	04/28/2014	CREDIT-RETURNED PARTS WATER LINE PROJECT - EVIDENCE TECH	(34.41)		
	04/28/2014	ANTI-FREEZE-SHOP SUPPLIES	88.74		
	04/28/2014	TOOLS FOR PARKS	73.97		
	04/28/2014	WATER HEATER	305.99		
	04/28/2014	DINNER	15.65		
	04/28/2014	3/4" BOILER DRAIN	7.49		
	04/28/2014	2 TIRES FOR FIRE CHIEF EXPLORER	229.90		
	04/29/2014	HOTEL STAY	153.00		

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
	04/29/2014	COLD PATCH	1,000.00		
	04/29/2014	GASKET WASHERS	180.60		
	04/29/2014	2-1/2" LIQUID FILLED PRESSURE GAUGE	37.67		
	04/29/2014	4'CURBBOXKEY,7'CURBBOXKEY7'VALVEWRENCH (62.52%)	218.42		
	04/29/2014	4' CURB BOX KEY,7'CURB BOX KEY (37.48%)	130.92		
	04/29/2014	MAGAZINE SUBSCRIPTION	10.00		
	04/29/2014	MARKING PAINT/GIS PROJECT	123.60		
	04/29/2014	ENG. 3 MARKER LIGHTS	38.36		
	04/29/2014	REFUND	(97.00)		
	04/29/2014	GAS CAN HOLDER	107.95		
	04/29/2014	REFUNDED	97.00		
	04/29/2014	FOG LIGHTS #5009	211.32		
	04/29/2014	COIL #1035	73.49		
	04/29/2014	PAINT,PLIER SET,AA,AAA,D,6V BATTERIES	215.85		
	04/29/2014	SIREN DRIVER PARTS AND REPLACEMENT E-3	172.30		
	04/29/2014	PIPE CLAMP FOR E-1 FOAM HOSE	2.08		
	04/29/2014	SHIPPING CHARGES FOR EYEWASH PARTS	9.39		
	04/29/2014	MISS DIGS FLAGS	334.80		
	04/29/2014	BEVELED WASHERS	56.00		
	04/29/2014	HOSE NOZZLE	39.96		
	04/29/2014	PAINT	565.90		
	04/29/2014	A T & T CELL PHONES 3/18-4/17/14	2,854.76		
	04/29/2014	AIRSOFT EAR PLUGS	159.60		
	04/29/2014	SPRAY CLEANERS	73.18		
	04/29/2014	COPY ROOM PAPER	366.24		
	04/29/2014	ICE / REFRESHMENTS FOR CPC TRAINING	9.94		
	04/29/2014	GARDEN HOSES AND NOZZLES FOR PARKS	132.71		
	04/29/2014	PRESSURE WASHER PARTS	31.72		
	04/29/2014	OIL FILTER	22.92		
	04/29/2014	DISC BRAKE ROTOR,DUTY PAD,ROTOR #5009	436.54		
	04/29/2014	COMCAST INTERNET 4/20-5/19/14 VENTOWER	94.85		
	04/30/2014	SHOP SUPPLIES	281.64		
	04/30/2014	PURCHASE + TAX.	39.18		
	04/30/2014	#635, 636 R. BROOM BEARINGS	186.46		
	04/30/2014	PAINT REMOVER, RUST REFORM, HAND CLEANER	36.96		
	04/30/2014	SPIDER COUPLING	10.58		
	04/30/2014	MARTIN JAW COUPLING	11.85		
	04/30/2014	BUNA N INSERT	6.50		
	04/30/2014	DRILL BIT	61.41		
	04/30/2014	FASTNERS	4.04		
	04/30/2014	COIL - #635	76.71		
	04/30/2014	FIRST AID KIT REFILL	187.70		
	04/30/2014	COMPRESSED AIR, CLOROX WIPES	20.30		

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	04/30/2014	CHAMBER OF COMMERCE OUTING	40.00		
	04/30/2014	PIPE FOR LIFT STATIONS	213.84		
	04/30/2014	DTE BILL 438 JEROME 3/20 - 4/21	61.25		
	04/30/2014	DTE BILL 115 E FIRST 1/22 - 4/22	29.28		
	04/30/2014	DTE BILL 35 W FRONT 3/21 - 4/22	540.03		
	04/30/2014	DTE BILL 141 E FIRST 3/25 - 4/22	61.18		
	04/30/2014	DTE BILL 222 JONES 3/21 - 4/22	1,657.88		
	04/30/2014	DTE BILL 36 WASHINGTON 3/21 - 4/22	704.29		
	04/30/2014	DTE BILL 620 S MONROE 2/20 - 4/22	178.91		
	04/30/2014	DTE BILL 120 E FIRST 3/25 - 4/22	3,133.05		
	04/30/2014	DTE BILL 3000 LEWIS 3/17 - 4/15	42.81		
	04/30/2014	DTE BILL 1931 LEWIS 2/18 - 4/17	50.42		
	04/30/2014	DTE BILL 3561 S CUSTER 3/19 - 4/17	2,574.10		
	04/30/2014	DTE BILL 1410 S RAISINVILLE 3/19 - 4/17	151.34		
	04/30/2014	DTE BILL 1000 S RAISINVILLE 3/19 - 4/17	155.32		
	04/30/2014	MEASURING WHEEL	33.99		
	04/30/2014	#376 REAR GRAB HANDLES	34.99		
	04/30/2014	ORDER CANCELLED- SEE BELOW	31.99		
	04/30/2014	CREDIT FOR PREVIOUS PURCHASE.	(39.18)		
	04/30/2014	HAND SOAP/HAND CLEANER	39.23		
	05/01/2014	LIQUID NAILS, GLUE	22.16		
	05/01/2014	BATHROON SINK STRAINERS	13.36		
	05/01/2014	DTE BILL 609 WINCHESTER 3/21 - 4/22	132.39		
	05/01/2014	DTE BILL 600 AIRPORT 3/25 - 4/24	190.92		
	05/01/2014	DTE BILL 548 AIRPORT 3/25 - 4/24	231.22		
	05/01/2014	DTE BILL 2226 N CUSTER 3/25 - 4/24	32.45		
	05/01/2014	DTE BILL 3151 HEISS 2/26 - 4/25	40.20		
	05/01/2014	DTE BILL 320 E FRONT 3/21 - 4/22	182.92		
	05/01/2014	DTE BILL 2750 N CUSTER 3/25 - 4/24	164.22		
	05/01/2014	DTE BILL 2770 N CUSTER BLDG CONC 3/25 -	413.02		
	05/01/2014	DTE BILL 1242 BATES 3/26 - 4/25	243.83		
	05/01/2014	DTE BILL 1296 N MONROE 3/25 - 4/24	201.60		
	05/01/2014	DTE BILL 1047 MAPLE 3/26 - 4/24	157.03		
	05/01/2014	DTE BILL 111 CASS 3/21 - 4/22	238.22		
	05/01/2014	DTE BILL 400 AIRPORT 3/25 - 4/24	72.18		
	05/01/2014	DTE BILL 390 AIRPORT 3/25 - 4/24	150.65		
	05/01/2014	DTE BILL 540 AIRPORT 3/25 - 4/24	820.79		
	05/01/2014	DTE BILL 392 AIRPORT 1/24 - 4/24	34.17		
	05/01/2014	DTE BILL 3200 N CUSTER 3/25 - 4/24	222.69		
	05/01/2014	SHOP SUPPLIES	58.73		
	05/01/2014	INVENTORY- FILTERS	57.82		
	05/01/2014	#636 WATER PIPE PARTS	21.96		
	05/01/2014	OIL FILTER FOR UNIT 603	68.67		

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	05/01/2014	MARKING PAINT GIS/MONROE STREET	337.20		
	05/01/2014	MAGAZINE SUBSCRIPTION FOR TRAINING	49.95		
	05/01/2014	LENSES & LATCHES FOR FLUORESCENT LIGHTS	181.80		
	05/01/2014	SC100 PARTS.	37.92		
	05/01/2014	POSTAGE METER RENTAL 1/30-4/30/14	650.79		
	05/01/2014	DRILL BITS, ANCHORS, TOOLS,	191.92		
	05/01/2014	FLOOD LIGHT FOR SIGN TRUCK	39.97		
	05/01/2014	SHIPPING CHARGES/BILLED SEPARATELY #636	11.71		
	05/01/2014	SOAP DISPENSER	107.10		
	05/01/2014	SPLIT - BROWN STEAK OUT TKT	40.00		
	05/01/2014	SPLIT - CLARK STEAK OUT TKT	40.00		
	05/01/2014	MEDA- ECONOMIC DEVELOP TOOL BOX TRAINING	95.00		
	05/01/2014	CARTRIDGES AND PAPER	282.28		
	05/01/2014	BATTERY	94.95		
	05/01/2014	ALTERNATOR #5008	458.19		
	05/01/2014	HYDRULIC FITTINGS #637	119.77		
	05/01/2014	DTE BILL 1385 W ELM 3/26 - 4/25	54.86		
	05/01/2014	DTE BILL 1962 TETON 326 - 4/25	40.59		
	05/01/2014	DTE BILL 1545 N CUSTER 3/25 - 4/24	62.94		
	05/01/2014	DTE BILL 1704 STEWART 3/26 - 4/25	58.38		
	05/01/2014	DTE BILL 205 W ELM 3/26 - 4/25	103.84		
	05/01/2014	DTE BILL 75 SCOTT 3/25 - 4/24	674.74		
	05/01/2014	DTE BILL 915 REGENTS PARK 3/19 - 4/17	157.43		
	05/01/2014	DTE BILL 817 N TELEGRAPH 3/25 - 4/24	75.64		
	05/01/2014	DTE BILL 900 PLUM GROVE 3/19 - 4/17	58.45		
	05/01/2014	DTE BILL 922 N DIXIE 3/24 - 4/23	143.30		
	05/01/2014	DTE BILL 546 AIRPORT 3/25 - 4/24	186.17		
	05/01/2014	DTE BILL 70 PORT 2/21 - 4/23	41.35		
	05/01/2014	PORTABLE EYEWASH WATER PRESERVATIVE	62.72		
	05/02/2014	AWWA MEMBERSHIP - FURLONG	72.00		
	05/02/2014	GUN RANGE ARMORER TOOLS AND SUPPLIES	141.97		
	05/02/2014	CANON N7055 COPIER MAINT. 4/7-5/2/14	223.20		
	05/02/2014	MUNSON PARK RESTROOMS KEYS	124.20		
	05/02/2014	MUNSON PARK RESTROOM KEYS	18.40		
	05/02/2014	METER SHIPMENT TO NEPTUNE ALABAMA	12.72		
	05/02/2014	FIRE EXT. INSPECTIONS & REPAIR	104.50		
	05/02/2014	(2) PRESSURE GAUGES	21.98		
	05/02/2014	ROUND POINT SHOVEL, SPADE(MARK)	45.98		
	05/02/2014	AA,D,9V BATTERIES	155.87		
	05/02/2014	PLIERSWIRECUTTERWIPESPUNCHKNIFEPAINT	161.17		
	05/02/2014	SINGLE CUT KEY	3.98		
	05/02/2014	1/4" CHAIN,BLACK CABLE TIES	47.47		
	05/02/2014	1/4" CHAIN	44.64		

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	05/02/2014	OXYGEN FOR TORCH	16.12		
	05/02/2014	MEASURINGWH,PLIERSHACKSAW,ECT	186.86		
	05/02/2014	BLUE MARKING PAINT,D BATTERIES	78.80		
	05/02/2014	HR DEPT PRINTER	151.98		
	05/02/2014	MONTHLY SUBSCRIPTION CRIME REPORTS	99.00		
	05/02/2014	SAFETY GLOVES	82.68		
	05/02/2014	TIRE REPAIR	603.52		
	05/02/2014	REAR BROOM MOTOR #635	638.14		
	05/02/2014	CREDIT- SEE ABOVE	(31.99)		
	05/02/2014	SHOP TOOL- AIR CHUCK	5.19		
	05/02/2014	TIRE REPAIRS	967.00		
	05/02/2014	#636 RADIO	80.00		
	05/02/2014	MISC TIRE MOUNTS, DISP, BALANCE	847.00		
	05/02/2014	BATHROOM AIR FRESHENER, URINAL SCREENS	71.50		
	05/02/2014	FITTINGS FOR PRESSURE GUAGE	16.74		
	05/02/2014	MARK GLADIEUX AWWA RENEWAL	72.00		
	05/02/2014	BRAD WILLEY AWWA RENEWAL	72.00		
	05/02/2014	CHUCK BOES AWWA RENEWAL	72.00		
	05/02/2014	MATERIALS FOR FIRE PREVENTION AND EDU.	515.60		
	05/02/2014	FLAGS FOR STATION 1 AND 2	108.76		
	05/02/2014	RADIATATOR THERMOSTAT.	40.27		
	05/02/2014	RETURN	(24.97)		
	05/02/2014	HAND SOAP	29.40		
	05/05/2014	PHOTOCELL ASSEMBLY	391.00		
	05/05/2014	OPERATING SUPPLIES	120.07		
	05/05/2014	GLOVES	269.48		
	05/05/2014	HACH SC100 REPAIR CHARGE.	679.79		
	05/05/2014	COLD PATCH	1,000.00		
	05/05/2014	#5001 REAR STROBES	133.81		
	05/05/2014	#5001 SIREN, SPEAKER & FLASHER	482.41		
	05/05/2014	#603 & 604 STROBES	292.53		
	05/05/2014	RED FLAG RULES VERIFICATION	159.60		
	05/05/2014	HACH 1720E REPAIR CHARGE.	275.79		
	05/05/2014	TUFF STRIP, ACETONE, THINNER-FOUNTAIN	36.22		
	05/05/2014	UTILITY PULL	9.98		
	05/05/2014	(4)OPERATING NUT FOR MUELLER HYDRANT	660.00		
	05/05/2014	2-1/2"CURB BOX REPAIR LIDS,1-1/2 INSERTS	436.25		
	05/05/2014	(2) 12"X 6" MECHANICAL JOINT TEE	738.00		
	05/05/2014	TAPCON DRILL TO REPAIR CEILING.	44.69		
	05/05/2014	1-1/2" & 2" VALVE BOX RISERS	730.00		
	05/05/2014	4"& 6"RUBBER GASKETS,4"EBBA MEGA LUG	698.50		
	05/05/2014	1" 90 DEG STREET ELL (NPT)	220.51		
	05/05/2014	VINING - CROWDFUNDING WORKSHOP	10.00		

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	05/05/2014	FLUORESCENT LIGHT LENSES.	68.00		
	05/05/2014	(2) 12"X 6" MECHANICAL JOINT TEE	738.00		
	05/06/2014	#5001 REAR HATCH LIGHTS	553.97		
	05/06/2014	#5001 CONTROL BOX	521.18		
	05/06/2014	JERSEY GLOVES	46.44		
	05/06/2014	COTTON SWABS FOR ANALYZER CLEANING.	67.90		
	05/06/2014	RE-CALIBRATION OF PRESSURE GUAGE	180.00		
	05/06/2014	RIDING LAWNMOWER PARTS.	90.20		
	05/06/2014	ACETONE - FOUNTAIN	33.98		
	05/06/2014	BRUSH, TAP CORD - FOUNTAIN	85.88		
	05/06/2014	ENERPAC HYDRAULIC CYLINDER	188.00		
	05/06/2014	OFFICE SUPPLIES	42.03		
	05/06/2014	ADDRESS NUMBERS	3.96		
	05/06/2014	FAX LINE FOR METER SHOP	58.49		
	05/06/2014	HAND WASHING SOAP (CASE)	62.13		
	05/06/2014	HAND PACK POLICE RADIO REPAIR	598.00		
	05/06/2014	DISK MAILERS, CD CASES	94.86		
	05/06/2014	SERVICE EXCHANGE	208.00		
	05/06/2014	SERVICE EXCHANGE/FILTER	307.00		
	05/06/2014	CARBON EXCHANGE	158.00		
	05/06/2014	2 DEEP CYCLE BATTERIES	369.90		
	05/06/2014	BATTERY STOCK	439.96		
	05/06/2014	SHOP SUPPLIES	37.08		
	05/06/2014	POLICE CAR TIRES	689.56		
	05/07/2014	ELECTRICAL PARTS	88.21		
	05/07/2014	TAX CREDIT FOR PREVIOUS TRANSACTION.	(3.85)		
	05/07/2014	CEILING PANELS, LEAK STOP	77.48		
	05/07/2014	OFFICE SUPPLIES	95.01		
	05/07/2014	FLAG POLE PARTS	17.45		
	05/07/2014	.223 PATROL RIFLE PRACTICE AMMO	810.00		
	05/07/2014	CLEANING SUPPLIES	66.00		
	05/07/2014	STEAK OUT TKTS / GEORGE & DEE	70.00		
	05/07/2014	POLICE - 22" MONITOR	164.99		
	05/07/2014	EAR PLUGS, SAFETY GLASSES, IVY-X	289.77		
	05/08/2014	REFUND FOR SEMINAR	(20.00)		
	05/08/2014	REPAIR FOR BLOWERS	375.00		
	05/08/2014	MORTAR MIX	9.78		
	05/08/2014	RETURN/DID NOT HAVE MORTAR MIX	(9.78)		
	05/08/2014	MAILER & POSTAGE CHARGE.	3.51		
	05/08/2014	.223 PATROL RIFLE PRACTICE AMMO	810.00		
	05/08/2014	INK	50.97		
	05/08/2014	REPAIRS& D.O.T CERT. FOR UNIT 1050	321.32		
	05/08/2014	D.O.T CERT. FOR UNIT 1040	115.50		

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
	05/08/2014	CEMENT	95.00		
	05/08/2014	LABELS, PENS	26.00		
	05/08/2014	NFPA - ALL ACCESS	1,165.50		
	05/08/2014	MORTAR MIX	11.00		
	05/08/2014	#603 AIR FILTERS	41.60		
	05/08/2014	LOCKWASHERS, SCREWS, BATTERY, HEX NUTS	250.48		
	05/08/2014	EMS TRAINING - NATIONAL REGISTRY TEST	65.00		
	05/08/2014	ACETONE, FLINT LIGHTERS - FOUNTAIN	31.19		
	05/09/2014	SOCKET SET, SAFETY HASP	36.48		
	05/09/2014	LOCK BOX FOR PARKS	38.98		
	05/09/2014	HEDGE TRIMMER	287.96		
	05/09/2014	COPIER MAINTENANCE AND SUPPLIES	72.77		
	05/09/2014	COPY PAPER, MARKERS, MEMO PADS, PENS	217.84		
	05/09/2014	SERVICE/TOW FEE OF SEIZED VEHICLE TO DPS	155.00		
	05/09/2014	REPLACEMENT HANDLE, BRUSH	26.96		
	05/09/2014	FIRE BOOTS - FOLEY	176.00		
	05/09/2014	AWWA RENEWAL (DEAN)	72.00		
	05/09/2014	BOX OF COLILERT 24	809.09		
	05/09/2014	#604 FILTER	68.67		
	05/09/2014	#409 DOOR STEPS	94.09		
	05/09/2014	JOE BENTLEY PALS INSTR. TRAINING	550.00		
	05/09/2014	SAFETY GAS CAN.	49.99		
	05/10/2014	CREDIT FOR PRIOR INCORRECT CHARGE AMOUNT	(601.37)		
	05/10/2014	COMCAST INTERNET 4/26-5/25/14 W FIRE	114.85		
	05/10/2014	BASKETBALL NETS	65.94		
	05/10/2014	SAFETY BOOTS	149.99		
	05/10/2014	BICYCLE HELMETS FOR POLICE BIKE PATROL	594.83		
	05/10/2014	BIKE GLOVES, LIGHTS, PUMPS-POLICE BIKES	601.33		
	05/10/2014	INCORRECT CHARGE AMOUNT - BIKE GEAR	601.37		
	05/10/2014	COMCAST INTERNET 4/22-5/21/14 WATER PLAN	94.85		
	05/11/2014	DUMPSTER SERVICE MAY 2014	781.40		
	05/11/2014	MMSC DUMPSTER SERVICE MAY 2014	440.40		
	05/12/2014	CEMENT	118.75		
	05/12/2014	ANTI DRINK & DRIVE AD MONROE NEWS	69.32		
	05/12/2014	BATTERY FOR PETERSBURG VALVE PIT UPS.	24.99		
	05/12/2014	CLOGBUSTER, RAZOR BLADES	18.48		
	05/12/2014	CENTURYLINK LONG DISTANCE 4/1-30/14	2.45		
	05/12/2014	CENTURYLINK LONG DISTANCE 4/1-30/14	25.44		
	05/12/2014	CENTURYLINK LONG DISTANCE 4/1-30/14	17.72		
	05/12/2014	CENTURYLINK LONG DISTANCE 4/1-30/14	13.58		
	05/12/2014	CENTURYLINK LONG DISTANCE 4/1-30/14	117.28		
	05/12/2014	CENTURYLINK LONG DISTANCE 4/1-30/14	2.45		
	05/12/2014	CENTURYLINK LONG DISTANCE 4/1-30/14	7.35		

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	05/12/2014	CENTURYLINK LONG DISTANCE 4/1-30/14	13.08		
	05/12/2014	CENTURYLINK LONG DISTANCE 4/1-30/14	10.48		
	05/12/2014	CENTURYLINK LONG DISTANCE 4/1-30/14	2.47		
	05/12/2014	CENTURYLINK LONG DISTANCE 4/1-30/14	4.73		
	05/12/2014	GARDEN TOOLS	47.90		
	05/12/2014	HEDGE TRIMMER	279.95		
	05/12/2014	PRO SPRAYER, CLEANER, MURIATIC ACID	46.97		
	05/12/2014	AIR DRYER VALVE FOR E-3	100.49		
	05/12/2014	OFFICE SUPPLIES	64.00		
	05/12/2014	PATCH TIRE KITS FOR POLICE BIKES.	15.85		
	05/12/2014	FILL BRICK	538.05		
	05/13/2014	FLAGS FOR STATIONS 1 AND 2	165.67		
	05/13/2014	CABLE ASSEMBLY	328.00		
	05/13/2014	#5001 HEADLIGHT FLASHER	59.05		
	05/13/2014	MSP HOMELAND SECURITY CONFERENCE GR RPDS	14.72		
	05/13/2014	EFFLUENT PUMP	716.69		
	05/13/2014	HEAVY DUTY TRASH CAN LINERS	38.95		
	05/13/2014	CLEAR COVERS	36.00		
	05/13/2014	ANNUAL MEETING VOLUNTEER RECOG - CLARK	15.00		
	05/13/2014	CLARIFIER BLOWDOWN REPAIR	24.77		
	05/13/2014	REAR STEPS #376	228.99		
	05/13/2014	SPARE TIRE TUBES FOR POLICE BIKES	26.00		
	05/13/2014	TITLE TRANSFER - DRUG FORFEITURE VEHICLE	15.30		
	05/14/2014	COLD PATCH	1,000.00		
	05/14/2014	SPARE KEYS MADE FOR BUILDING DOOR LOCKS	29.40		
	05/14/2014	#409 STROBES	491.81		
	05/14/2014	MSP HOMELAND SECURITY CONFERENCE GR RPDS	30.94		
	05/14/2014	MSP HOMELAND SECURITY CONFERENCE GR RPDS	25.00		
	05/14/2014	BLACK TONER CARTRIDGE.	69.00		
	05/14/2014	HANDLES, BRUSH - FOUNTAIN	90.67		
	05/14/2014	EXTRA KEY MADE	2.99		
	05/14/2014	PLUMBING PARTS	5.64		
	05/14/2014	SOAP DISPENSERS FOR PARKS	107.10		
	05/14/2014	STONE	62.70		
	05/14/2014	STONE	61.90		
	05/14/2014	STONE	65.30		
	05/14/2014	STONE	64.60		
	05/14/2014	STONE	60.30		
	05/14/2014	STONE	59.10		
	05/14/2014	LITHIUM BATTERY FOR TRANSMITTER	5.49		
	05/14/2014	LOCK NUT	0.65		
	05/14/2014	HYDRULIC MOTOR #1014	1,000.00		
	05/14/2014	BUILDERS LICENSE RENEWAL FOR KEITH WOODC	150.00		

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Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
	05/14/2014	#5657 BRAKE PARTS	214.77		
	05/14/2014	#5657 BRAKE PARTS	25.99		
	05/14/2014	#5657 WHEEL SEAL	19.78		
	05/14/2014	#5657 WHEEL HUB CAP	0.39		
	05/14/2014	#5657 ROTORS & WHEEL SEALS	373.07		
	05/14/2014	CREDIT	(177.38)		
	05/14/2014	GUTTER BROOMS FOR SWEEPERS #635 & #636	312.00		
	05/14/2014	MAIN BROOMS & GUTTER BROOMS #635 & #636	710.64		
	05/14/2014	UNIT 50-01 BRACKETS, LAMPS, WIRE ASSY	211.32		
	05/14/2014	3" CHECK VALVE	27.97		
	05/15/2014	PARK BENCH PARTS	16.77		
	05/15/2014	GFOA CONF.-AIRPORT TO HOTEL ROUNDTRIP	31.20		
	05/15/2014	MSP HOMELAND SECURITY CONFERENCE GR RPDS	12.15		
	05/15/2014	EQUIPMENT CARRYING CASE.	49.48		
	05/15/2014	FASTENERS	31.75		
	05/15/2014	ACETYLENE & OXYGEN	44.97		
	05/15/2014	EXCESS WASTE DISPOSAL APRIL 2014	7,695.79		
	05/15/2014	PLUGS,CAP, AIR VALVE,PIPE TAP - FOUNTAIN	34.09		
	05/15/2014	CUT ASPHALT, CONCRETE, SIDEWALK	328.40		
	05/15/2014	INK/STENO NOTEBOOKS	52.98		
	05/15/2014	SHIPPING COSTS FOR EQUIPMENT REPAIR	11.30		
	05/15/2014	CLASS A UNIFORM ISSUED - OFC. K. JOSWIAK	266.20		
	05/15/2014	JACKET, RAIN COAT, SURREY COAT	127.40		
	05/15/2014	#5003 INJECTOR SEALS	39.79		
	05/15/2014	#311 DOOR STEPS	94.09		
	05/15/2014	BRAKEKLEEN, BRK DISC PADS, CABLE LUBE	191.84		
	05/15/2014	STROBE LIGHTS FOR UNIT 50-01	520.87		
	05/15/2014	BILL OSBORNE MDEQ CERT RENEWAL S3	95.00		
	05/15/2014	WATER	27.10		
	05/16/2014	CREDENTIAL MAINTENANCE TRAINING	65.00		
	05/16/2014	LOCK FOR CHLORINE FILL LINE, SPRING	33.98		
	05/16/2014	THREADED POST	75.00		
	05/16/2014	SERVICE FEE/TOW OF SEIZED VEHICLE TO DPS	135.00		
	05/16/2014	CEMENT	47.50		
	05/16/2014	COMMUNITY PROFILE DIRECTORY AD	345.00		
	05/16/2014	FOR STOCK	140.98		
	05/16/2014	PENS, CLIPS, PAPER,SHEET PROTECTORS.	150.85		
	05/16/2014	DTE BILL 7620 N TELEGRAPH 3/31 - 4/30	261.54		
	05/16/2014	DTE BILL 8430 N TELEGRAPH 3/31 - 4/30	130.25		
	05/16/2014	DTE BILL 7202 N TELEGRAPH 3/31 - 4/30	321.25		
	05/16/2014	DTE BILL 415 JONES 3/21 - 4/22	31.58		
	05/16/2014	DTE BILL 1886 N MONROE 3/27 - 4/28	214.26		
	05/16/2014	DTE BILL 2783 NADEAU 3/1 - 4/28	119.80		

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	05/16/2014	DTE BILL 4357 BURKE 3/28 - 4/29	409.35		
	05/16/2014	DTE BILL 4603 SYCAMORE 3/28 - 4/29	440.42		
	05/16/2014	DTE BILL 6395 PTE AUX PEAUX 3/31 - 4/30	141.47		
	05/16/2014	DTE BILL 5492 MARSHALL FIELD 3/31 - 4/30	87.82		
	05/16/2014	DTE BILL 690 COLE 2/28 - 4/29	154.74		
	05/16/2014	DTE BILL 601 AVE DE LAFAYETTE 3/27 -4/28	101.72		
	05/16/2014	DTE BILL 119 LAVENDER 3/26 - 4/24	51.94		
	05/16/2014	DTE BILL 1060 LAVENDER 3/26 - 4/25	149.72		
	05/16/2014	DTE BILL 1201 GREENFIELD 2/27 - 4/28	36.70		
	05/16/2014	DTE BILL 1510 NADEAU 3/27 - 4/28	257.19		
	05/16/2014	DTE BILL 1060 SUNSET 3/29 - 4/28	5,616.91		
	05/16/2014	DTE BILL 1755 N CUSTER 3/25 - 4/24	182.92		
	05/16/2014	#409 PINTLE HITCH	117.99		
	05/16/2014	WASHER SOLVENT	462.00		
	05/16/2014	COMCAST CABLE TV 5/1-31/14 DPS	23.02		
	05/16/2014	COMCAST INTERNET 5/1-31/14 DPS	26.83		
	05/16/2014	RAINGEAR FOR DPS PERSONNEL	145.42		
	05/17/2014	RELAYS FOR MAIN CONTROL PANEL.	254.60		
	05/17/2014	PUMP STATION PHONE	59.22		
	05/17/2014	EQUIPMENT AND WATER SAMPLE SHIPPING	105.34		
	05/18/2014	LUNCH-AIRPORT-TRAVEL TO GFOA CONF	7.74		
	05/19/2014	10 FT PROGRAMMER CABLE.	133.03		
	05/19/2014	DINNER-5/19-GFOA CONF.	14.40		
	05/19/2014	LED BULB FOR STAIRS AREA	25.93		
	05/19/2014	3 CASES OF PAPER TOWELS	180.45		
	05/19/2014	6 TIRES FOR UNIT 5657	707.50		
	05/19/2014	BEARINGS AND SEALS	512.87		
	05/19/2014	O RINGS	14.17		
	05/19/2014	#311 ROCKER SWITCH	9.19		
	05/19/2014	#409 VISORS & MUD GUARDS	71.98		
	05/19/2014	EYE-EYE SLING	34.40		
	05/20/2014	BREAKFAST - 5/21 - GFOA CONF.	8.53		
	05/20/2014	BAGGED CEMENT	19.74		
	05/20/2014	DINNER - 5/20 - GFOA CONF.	9.80		
	05/20/2014	RUBBER BOOTS	119.99		
	05/20/2014	WIRE DUCT & COVER.	43.46		
	05/20/2014	CONCRETE MIX	164.81		
	05/20/2014	FLOAT SWITCH FOR LIFT STATIONS	91.94		
	05/20/2014	DEQ RENEWAL SENT OUT OSBORNE	4.28		
	05/20/2014	ROUNDUP	35.98		
	05/20/2014	TAPE/FAUCET BAR FOR LAB	68.98		
	05/20/2014	BROOM,HAMMER,AA,AAA,D,9VBATTERIES	194.75		
	05/20/2014	GEAR BOX LUBE #635	18.38		

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	05/20/2014	COLD PATCH	1,000.00		
	05/20/2014	MONTHLY INTERNET.	105.00		
	05/21/2014	OPERATING SUPPLIES.	286.37		
	05/21/2014	STORAGE UNIT RENTAL.	220.00		
	05/21/2014	BREAKFAST-5/20-GFOA CONF.	8.53		
	05/21/2014	LUNCH-5/21-GFOA CONF.	9.98		
	05/21/2014	PARKING-METROAIRPORT-GFOA CONF.	40.00		
	05/21/2014	HOOK LATCH, CHAINS	108.17		
	05/21/2014	F LICENSE RENEWAL - STEWARD	95.00		
	05/21/2014	LED BULB FOR STAIRS AREA.	31.50		
	05/21/2014	BOX FOR SLUDGE PUMPS 3 & 4 CONTROL	48.00		
	05/21/2014	WORK SAFELY INFO	197.94		
	05/21/2014	SHPPING GAS METER FOR REPAIR	9.97		
	05/21/2014	PRESS FIT ROTARY SEAL	959.85		
	05/21/2014	FLAGS	109.92		
	05/21/2014	WEED AND GRASS PESTICIDE	178.92		
	05/21/2014	KLEENIX	31.54		
	05/21/2014	TOILET PAPER	23.94		
	05/21/2014	LONG NOSE PLIERS	14.99		
	05/21/2014	IAEI - SUMMER SEMINAR - ELECTRICAL FOR K	175.00		
	05/21/2014	ELECTRICAL CODE UPDATE CLASS - KEITH W	145.00		
	05/21/2014	OFFICE SUPPLIES	16.27		
	05/21/2014	DTE BILL 5590 GRANDVIEW 3/31 - 4/29	357.99		
	05/21/2014	DTE BILL 3000 LEWIS 4/15 - 5/15	42.00		
	05/21/2014	DTE BILL 5555 BALDWIN 3/18 - 5/16	59.11		
	05/21/2014	DTE BILL 2850 HARBORVIEW 3/28 - 4/29	2,663.18		
	05/21/2014	DINNER - 5/21 - RETURN FROM GFOA CONF.	5.82		
	05/21/2014	PHONE, FAX, INTERNET/PLANT	118.48		
	05/22/2014	A T & T CELL PHONES 4/18-5/17/14	2,865.65		
	05/22/2014	HOT MIXED ASPHALT THIRD AND FRONT	171.36		
	05/22/2014	LAST MONTHLY CHARGE FOR OLD COPIER.	76.57		
	05/22/2014	LANIER LD255 COPIER MAINT. 3/30-4/29/14	71.06		
	05/22/2014	WEED TRIMMER PARTS	67.73		
	05/22/2014	TOILET PAPER	75.30		
	05/22/2014	BOX SHOP RAGS	45.00		
	05/22/2014	HOOVER FLOOR CLEANER FOR HQ CARPETS	18.91		
	05/22/2014	FUEL PUMP FOR LAWNMOWER.	40.28		
	05/22/2014	500 W BULBS, FASTENERS	32.96		
	05/22/2014	EPOXY, GLOVES, TAPE, BATTERIES	59.84		
	05/22/2014	SAMPLE BOTTLES.	402.65		
	05/22/2014	INJECTOR SEAL KIT FOR UNIT 50-03	8.98		
	05/22/2014	CREDENTIAL MAINTENANCE POSTAGE	2.45		
	05/22/2014	CREDENTIAL MAINTENANCE TRAINING	6.95		

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
	05/22/2014	ZOLL PADS	8.60		
	05/22/2014	HOTEL-GFOA CONF.-MINNEAPOLIS	487.19		
	05/22/2014	BUTTONS, SWITCHES, NAME PLATES, ETC.	276.32		
	05/23/2014	DF1 TO DH+ CONVERTER.	618.75		
	05/23/2014	ANNUAL FEE D.B. PHONE DETECTIVE PROGRAM	29.95		
	05/23/2014	(734) 384-9616 AIRPORT PHONE 5/1-31/14	150.77		
	05/23/2014	FLAGS AND FLAG POLE PARTS	136.91		
	05/23/2014	LAWN SPRINKLER PARTS	13.84		
	05/23/2014	SPRINKLER	13.99		
	05/23/2014	LAB TESTS	120.00		
	05/23/2014	LAB TESTS	180.90		
	05/23/2014	ABS SENSOR #5006	34.69		
	05/23/2014	TELEPHONE	43.14		
	05/23/2014	NRS. 3 & 4 SLUDGE PUMP PARTS.	129.12		
	05/25/2014	DISPUTED CHARGE-AUTO PAY FOR K-9 CHIP	17.99		
	05/25/2014	THERMOMETER	85.73		
TOTAL FOR: FIFTH THIRD BANK			104,520.69		
0000001819	FLORAL CITY TREE SERVICE 82282	SECOND DIPLODIA TIP BLIGHT MAY-JUNE	198.00		
TOTAL FOR: FLORAL CITY TREE SERVICE			198.00		
MISC	FOLEY, BRENDA 6/10/14	REPLACE DIRECT DEPOSIT	10,587.13	46968	06/10/2014
TOTAL FOR: FOLEY, BRENDA			10,587.13		
0000000496	GALLS INC				
	1892138	Bike Jackets and Shorts for police bicycle patrol officer	136.56		
	1896806	Bike Jackets and Shorts for police bicycle patrol officer	45.52		
	1900010	BIKE JACKETS AND SHORTS FOR POLICE BICYCLE PATROL OFFICER	1,134.80		
	1912679	BIKE JACKETS AND SHORTS FOR POLICE BICYCLE PATROL OFFICER	45.52		
	1925023	Bike Jackets and Shorts for police bicycle patrol officer	45.52		
	1939367	Bike Jackets and Shorts for police bicycle patrol officer	235.96		
	1940791	BIKE JACKETS AND SHORTS FOR POLICE BICYCLE PATROL OFFICER	273.12		
	1944571	BIKE JACKETS AND SHORTS FOR POLICE BICYCLE PATROL OFFICER	60.14		
	1951105	Bike Jackets and Shorts for police bicycle patrol officer	91.04		
	1966910	BIKE JACKETS AND SHORTS FOR POLICE BICYCLE PATROL OFFICER	105.68		
	1972670	BIKE JACKETS AND SHORTS FOR POLICE BICYCLE PATROL OFFICER	357.02		
	1975781	STINGERS DS LED FLASHLIGHTS	134.99		
	1994790	Bike Jackets and Shorts for police bicycle patrol officer	239.04		
	2023659	Bike Jackets and Shorts for police bicycle patrol officer	737.25		
	2023660	BIKE JACKETS AND SHORTS FOR POLICE BICYCLE PATROL OFFICER	119.24		
TOTAL FOR: GALLS INC			3,761.40		

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MISC	HALLMARK MARKETING CORP 06/11/2014	OVERPAYMENT OF TAXES - 68-00477-000	35.19		
TOTAL FOR: HALLMARK MARKETING CORP			<u>35.19</u>		
0000006575	HARBOR INC 2035326	ASSESSMENT & PSYCHIATRAC EVELUATION	679.00		
TOTAL FOR: HARBOR INC			<u>679.00</u>		
0000000617	HD SUPPLY WATERWORKS, LTD. C118821	FORD STRAIGHT METER COUPLINGS (NO LEAD)	408.00		
	C166260	FORD STRAIGHT METER COUPLINGS (NO LEAD)	2,198.20		
	C184240	FORD STRAIGHT METER COUPLINGS (NO LEAD)	637.30		
TOTAL FOR: HD SUPPLY WATERWORKS, LTD.			<u>3,243.50</u>		
0000000591	HERKIMER RADIO SERVICE 79699	Radio Service Agreement July 2013 - 2014	356.54		
TOTAL FOR: HERKIMER RADIO SERVICE			<u>356.54</u>		
0000006083	HYDRO-DESIGNS INC 32307-IN	2013/2014 CROSS CONNECTION INSPECTIONS / RE-INSPECTIONS A	1,563.00		
TOTAL FOR: HYDRO-DESIGNS INC			<u>1,563.00</u>		
0000000683	JACK'S LAWN SERVICE INC 6/10/14	TWO YARDS 1 1/2 SPECIAL	81.00		
TOTAL FOR: JACK'S LAWN SERVICE INC			<u>81.00</u>		
0000000690	KENT JEPPESEN 6/3/14	FOR FUEL ON FUNERAL RUN	15.00		
TOTAL FOR: KENT JEPPESEN			<u>15.00</u>		
0000000689	CARDNO JFNEW 64510	FISH PASSAGE PHASE 2 CONSULTANT AWARD PER 11/7/11 COUNCIL	64,838.61		
TOTAL FOR: CARDNO JFNEW			<u>64,838.61</u>		
MISC	KOWAL, JOHN & MARY 06/11/2014	OVERPAYMENT OF 49-01097-000	5.00		
TOTAL FOR: KOWAL, JOHN & MARY			<u>5.00</u>		
MISC	KRUG, JOHN 06/11/2014	REVERSAL OF 2014 SUMMER TAX PAYMENT	1,196.94		
TOTAL FOR: KRUG, JOHN			<u>1,196.94</u>		
0000000730	KUHLMAN CORP 916977	94E CURB STOP BOX & ROD	4,246.00		
	918955	94E Curb Stop Box & Rod	704.00		
	922788	8"x2"& 12"x 2" Brass Tapping Saddle, 8"x 1" Stainless Ste	4,970.00		

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
TOTAL FOR: KUHLMAN CORP			9,920.00		
0000000731	KUSHNER & COMPANY INC. 49199	FSA PLAN & COBRA ADMINSTRATION FEE	268.10		
TOTAL FOR: KUSHNER & COMPANY INC.			268.10		
0000006357	LAKESHORE ENERGY SERVICES LLC 200-1405-2129	LAKESHORE ENERGY ALLOCATION	3,105.00		
TOTAL FOR: LAKESHORE ENERGY SERVICES LLC			3,105.00		
0000000738	LAMOUR PRINTING CO L 14-764	#10 GREY LAID & WINDOW ENVELOPES BUILDING DEPT	233.00		
	L 14-789	8.5 X 11 20# YELLOW SORT IN 30'S	215.00		
	L 14-806	2 BANNERS 24 X 36 & 12 X 48 CONCERT SPONSOR	45.00		
TOTAL FOR: LAMOUR PRINTING CO			493.00		
0000006489	LEE & RYAN ENVIRONMENTAL CONSULTING 6/5/14 EST# 5	RIVER RAISIN DAM REMEDIATION - PHASE TWO	188,948.94		
TOTAL FOR: LEE & RYAN ENVIRONMENTAL CONSULTING			188,948.94		
0000000811	MICHAEL MAZUR 6/3/14	REIMBURSE LICESNSE ENDORSEMENT	70.00		
TOTAL FOR: MICHAEL MAZUR			70.00		
0000003617	PAUL MCGINNIS 6/9/14	REIMBURSE COURSE FEE EFFECTIVE COMMUNICATIONS	325.00		
TOTAL FOR: PAUL MCGINNIS			325.00		
0000006498	MERIDIAN RESTORATION LLC 6/10/14 EST# 3	FILTER CHAMBER REHABILITATION - WATER PLANT PER 8/5/13 CO	7,106.00		
TOTAL FOR: MERIDIAN RESTORATION LLC			7,106.00		
0000000632	MESSINA CONCRETE INC 1138120	ROADWAY STABILIZED BACKFILL	468.00		
	1138408	ROADWAY STABILIZED BACKFILL	261.00		
TOTAL FOR: MESSINA CONCRETE INC			729.00		
0000000638	MICHIGAN AMATEUR SOFTBALL ASSN 14-078	Registration for75 summer adult Softball teams	2,700.00		
TOTAL FOR: MICHIGAN AMATEUR SOFTBALL ASSN			2,700.00		
0000006574	MICHIGAN CHRONICAL PUBLISHING CO 89611	HELP WANTED FIRE FIGHTER-PARAMEDIC 6/2/14	500.00		
TOTAL FOR: MICHIGAN CHRONICAL PUBLISHING CO			500.00		
0000001130	MICHIGAN MUNICIPAL LEAGUE				

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
	334	MML DUES 7/1 - 6/30/15	6,818.00		
TOTAL FOR: MICHIGAN MUNICIPAL LEAGUE			6,818.00		
5789	STATE OF MICHIGAN 6/10/14	CHECK FOR ESCHEATED PROPERTY	273.81		
TOTAL FOR: STATE OF MICHIGAN			273.81		
0000005744	STATE OF MICHIGAN 5/31/14	IFT/OPT MONROE SCHOOL OPERATING	3,993.12		
	6/1/14	IFT/OPT STATE ED JEFFERSON SCHOOLS	291.78		
TOTAL FOR: STATE OF MICHIGAN			4,284.90		
0000001166	STATE OF MICHIGAN 6/6/14	BRA LOAN FUNDS RETURN	692,510.05		
TOTAL FOR: STATE OF MICHIGAN			692,510.05		
0000000822	CHRISTOPHER MILLER 6/3/14	FUEL TO PICK UP PSO EQUIPMENT	30.00		
TOTAL FOR: CHRISTOPHER MILLER			30.00		
0000000833	JOSEPH MOMINEE 6/4/14	REIMBURSE PARAMEDIC CERTIFICATION EXPENSES	175.00		
TOTAL FOR: JOSEPH MOMINEE			175.00		
0000000847	MONROE COUNTY COMMUNITY CREDIT UNIO MCCCU 014	COLLECTION FEE FOR CASH REC MAY 2014	2,948.50		
TOTAL FOR: MONROE COUNTY COMMUNITY CREDIT UNIO			2,948.50		
0000003565	MONROE COUNTY PROSECUTOR OFFICE 6/10/14	10 % OF FORFEITURE OF SIEZED PROPERTY JAVON CARTER	80.30		
TOTAL FOR: MONROE COUNTY PROSECUTOR OFFICE			80.30		
0000000870	MONROE INDUSTRIAL SUPPLY CO 37-3365	SUPER KEMITE DEGREASER & C-FOLD TOWELS	135.25		
	38-439	SUPER KEMITE DEGREASER & SCOTT WIPE ALL	213.10		
TOTAL FOR: MONROE INDUSTRIAL SUPPLY CO			348.35		
000000838B	CITY OF MONROE ELMA 205 01 0514	ELMA-00205-0000-01 205 W ELM 2/19 - 5/16/14	49.64		
	MAP104701 0414	MAP -001047-0000-01 1047 MAPLE 2/7 - 5/9/14	9.90		
	MONR10102 0514	MONR-000101-0000-02 101 N MONROE 2/12 - 5/12/14	9.90		
TOTAL FOR: CITY OF MONROE			69.44		
838F	CITY OF MONROE 39-00225S14	39-00225-000 SUMMER TAXES 2014 CITY HALL	1,092.96		
	9L-CITYHS14	9L-CITYH-001 SUMMER TAXES 2014 GREAT LAKES TOWER	595.74		

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
TOTAL FOR: CITY OF MONROE			1,688.70		
000006110	RON NOEL LAWN SERVICE 10	12 YARDS BROWN MULCH PARKS	324.00		
TOTAL FOR: RON NOEL LAWN SERVICE			324.00		
000006081	THE OLDIES AGENCY 5/29/14	SHADES OF BLUE CONCERT 6/19/14	750.00		
TOTAL FOR: THE OLDIES AGENCY			750.00		
000006530	OZONIA NORTH AMERICA LLC 31413133-405461	250 PPD OZONE GENERATOR PURCHASE	426,907.00		
TOTAL FOR: OZONIA NORTH AMERICA LLC			426,907.00		
MISC	PAC-VAN 06/11/2014	OVERPAYMENT OF TAXES - 58-01437-000	631.82		
TOTAL FOR: PAC-VAN			631.82		
000006497	PAMAR ENTERPRISES INC 6/10/14 EST# 6	DUNBAR ROAD WATER MAIN REPLACEMENT PER 8/5/13 COUNCIL	1,950.00		
TOTAL FOR: PAMAR ENTERPRISES INC			1,950.00		
MISC	PANERA, LLC 06/11/2014	OVERPAYMENT 68-01625-000	3,597.14		
TOTAL FOR: PANERA, LLC			3,597.14		
MISC	PARKS TITLE 06/11/2014	WATER REFUND	165.90		
TOTAL FOR: PARKS TITLE			165.90		
000006473	PULSAR ELECTRONICS INC 14027-RA	FIRE ALARM SERVICE AGREEMENT, CITY HALL, & FIRE STATIONS	1,150.00		
TOTAL FOR: PULSAR ELECTRONICS INC			1,150.00		
000001062	READY HELLER & READY LLP 6/4/14	MICHIGAN ASSOCIATION OF MUNICIPAL ATTORNEYS DUES	50.00		
	TDR-0661-07 0714	TDR-0661-07 SERVICES JULY 2014	11,500.00		
TOTAL FOR: READY HELLER & READY LLP			11,550.00		
000005090	REDSTONE ARCHITECTS 8043	PUBLIC SAFETY BUILDING ARCHITECTURAL STUDY	16,630.08		
TOTAL FOR: REDSTONE ARCHITECTS			16,630.08		
000001317	MARK M REINHARDT 6/9/14	UMPIRE PAY ONE GAME JUNE 9	47.00		
TOTAL FOR: MARK M REINHARDT			47.00		

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
0000001072	RIVER RAISIN WATERSHED COUNCIL 6/6/14	2014 MEMBERSHIP DUES	1,631.00		
TOTAL FOR: RIVER RAISIN WATERSHED COUNCIL			<u>1,631.00</u>		
0000005264	SALENBIEN TRUCKING & EXCAVATING INC 6-6-14 EST# 1	WESTERN / HURON WATER MAIN REPLACEMENT AND RESURFACING PE	138,806.01		
TOTAL FOR: SALENBIEN TRUCKING & EXCAVATING INC			<u>138,806.01</u>		
0000001743	SCHINDLER ELEVATOR CORP 8103754031	QUARTERLY BILLING MAINTENANCE JUNE-AUG	1,086.93		
TOTAL FOR: SCHINDLER ELEVATOR CORP			<u>1,086.93</u>		
0000005237	EDWARD J SELL JR 6/9/14	MILEAGE MAY 2014	139.22		
TOTAL FOR: EDWARD J SELL JR			<u>139.22</u>		
MISC	SERVICE LINK 6/10/14	REPLACEMENT CHECK	54.02		
TOTAL FOR: SERVICE LINK			<u>54.02</u>		
0000001120	SIEB PLUMBING & HEATING INC 573151	HEATING SERVICE 14 E FIRST ST	821.10		
TOTAL FOR: SIEB PLUMBING & HEATING INC			<u>821.10</u>		
0000001183	SNOW'S NURSERY INC 143576	City Terrace Trees 2014 Spring Planting	4,330.00		
TOTAL FOR: SNOW'S NURSERY INC			<u>4,330.00</u>		
0000006550	SOKOLL, DEAN R 5/29/14	DSK CONCERT 6/26/14	600.00		
TOTAL FOR: SOKOLL, DEAN R			<u>600.00</u>		
0000005798	SOUTHEASTERN SECURITY CONSULTANTS 10426	28 APPLICANT PROFILES MAY 2014	490.00		
TOTAL FOR: SOUTHEASTERN SECURITY CONSULTANTS			<u>490.00</u>		
0000000050	ST PIERRE ACE HARDWARE 147252	FASTENERS	4.96		
TOTAL FOR: ST PIERRE ACE HARDWARE			<u>4.96</u>		
0000004895	STONECO OF MICHIGAN-DENNISTON 823060	Stone for Backfill	199.38		
	823060	STONE FOR BACKFILL	42.72		
TOTAL FOR: STONECO OF MICHIGAN-DENNISTON			<u>242.10</u>		

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
0000001230	DARYL TAMSEN 6/3/14	FUEL FOR FUNERAL DETAIL MOTORCYCLE UNIT 5030	30.00		
TOTAL FOR: DARYL TAMSEN			<u>30.00</u>		
0000004678	THOMA TRUCKING & 8988	BULLDOZING INC ONE LOAD TOPSOIL	350.00		
	9373	TOPSOIL FRONT & THIRD ISLAND	850.00		
	9374	TOPSOIL FRONT STREET	350.00		
TOTAL FOR: THOMA TRUCKING & BULLDOZING INC			<u>1,550.00</u>		
0000001261	TOLEDO ELEVATOR & 5068	MACHINE CO INC DORSCH LIBRARY INSPECTION SERVICE	143.00		
	5721	REPAIR AND SERVICE TO THE ELEVATOR AT DORSCH LIBRARY	2,071.00		
TOTAL FOR: TOLEDO ELEVATOR & MACHINE CO INC			<u>2,214.00</u>		
0000001857	CHAD TOLSTEDT 5/24/14	LUNCH EASTERN MICH STAFF & COMMAND	4.87		
TOTAL FOR: CHAD TOLSTEDT			<u>4.87</u>		
0000006559	U S LAWNS				
	2211	MOWING VARIOUS PROPERTIES 5/16/14	564.00		
	2212	MOWING VARIOUS PROPERTIES 5/16/14	705.00		
	2213	MOWING VARIOUS PRPERTIES 5/17/14	611.00		
	2214	MOWING VARIOUS PROPERTIES 5/19/14	315.00		
	2215	MOWING VARIOUS PROPERTIES 5/19/14	70.00		
	2216	MOWING 508 E SIXTH 5/19	45.00		
	2217	MOWING VARIOUS PROPERTIES 5/21/14	90.00		
	2218	MOWING VARIOUS PROPERTIES 5/21/14	210.00		
	2219	MOWING VARIOUS PROPERTIES 5/21/14	105.00		
	2220	MOWING 423 WASHINGTON 5/21/14	45.00		
	2223	MOWING VARIOUS PROPERTIES 5/27/14	385.00		
	2224	MOWING VARIOUS PROPERTIES 5/27/14	245.00		
	2225	MOWING VARIOUS PROPERTIES 5/27/14	90.00		
	2226	MOWING 829 DETROIT AVE 5/28/14	45.00		
	2227	MOWING VARIOUS PROPERTIES 6/3/14	105.00		
	2228	MOWING VARIOUS PROPERTIES 6/3/14	245.00		
	2229	MOWING 1277 MICHIGAN 6/3/14	45.00		
	2230	MOWING VARIOUS PROPERTIES 6/3/14	210.00		
	2252	MOWING VARIOUS PROPERTIES 6/6/14	140.00		
TOTAL FOR: U S LAWNS			<u>4,270.00</u>		
0000001289	UNITED STATES POSTAL SERVICE 6/2/14	FIRST CLASS MAILING PERMIT #401 PRESORT CITY OF MONROE	5,500.00		
TOTAL FOR: UNITED STATES POSTAL SERVICE			<u>5,500.00</u>		

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
0000005778	URS CORPORATION 5891543	PROFESSIONAL SERVICES - OZONE SYSTEM MODIFICATION	19,866.87		
TOTAL FOR: URS CORPORATION			<u>19,866.87</u>		
MISC	WELLS FARGO 06/11/2014	WATER REFUND	12.18		
TOTAL FOR: WELLS FARGO			<u>12.18</u>		
0000006471	MALISSA A WHITED 6/11/14	TWO DUDES & A CHICK CONCERT 7/10/14	250.00		
TOTAL FOR: MALISSA A WHITED			<u>250.00</u>		
0000001351	BRADLEY WILLEY 6/9/14	REIMBURSE COST FOR CDL CLASS A LICENSE	148.36		
TOTAL FOR: BRADLEY WILLEY			<u>148.36</u>		
0000006278	WORLD CLASS LANDSCAPING 1461	2013-2015 CUSTODIAL SERVICES CONTRACT - SPRING 2014 / FY	4,341.75		
TOTAL FOR: WORLD CLASS LANDSCAPING			<u>4,341.75</u>		
TOTAL - ALL VENDORS			2,178,898.17		

Balance Detail Report
 City Of Monroe
 06/12/2014 09:36



Account: [REDACTED] -Checking - General - USD Report On: Previous Day Data
 Start Date: 05/29/2014 00:00 Transaction Groups: ACH Debit
 End Date: 06/11/2014 23:59 ZBA Display: Both Credit and Debit
 Sorted By: Account Number, Date, Credit/ Debit
 Orientation: Portrait

Bank ABA# : Fifth Third Bank (Northwestern Ohio) - 041200050

Account : [REDACTED] -Checking - General - USD

Date	Transaction Type	Customer Ref. #	Bank Ref. #	Credit Amount	Debit Amount
06/02/2014	ACH Debit Received		100106169484		65.51
	Description: RETURN SETTLE RETURN 13535 060214				
06/03/2014	ACH Debit Received		100108233254		88.75
	Description: GLOBAL PAYMENTS BANKCARD PROCESSING GLOBAL STL 601101434472831 CITY OF MONROE 060314				
06/03/2014	ACH Debit Received		100104964049		434,587.00
	Description: BCBS Michigan ASC 007006055 CITY OF MONROE 060314				
06/05/2014	ACH Debit Received		100102960825		50.99
	Description: AMERICAN EXPRESS PAYMENT DATE 14156 AXP DISCNT 3211780184 CITY OF MONR3211780184 060514				
06/10/2014	ACH Debit Received		100106067058		770.68
	Description: BANKSERV - ACH 1190000836 C3APAX RTNS REIMB 353293825 MONROECITYUTILMI 061014				

	Credits	Debits
Total Amount	0.00	435,562.93
Total Number of Items	0	5

Confidential

Balance Detail Report
 City Of Monroe
 06/12/2014 09:34



Account: [REDACTED] - Checking - Payroll - USD Report On: Previous Day Data
 Start Date: 05/29/2014 00:00 Transaction Groups: ACH Debit
 End Date: 06/11/2014 23:59 ZBA Display: Both Credit and Debit
 Sorted By: Account Number, Date, Credit/ Debit
 Orientation: Portrait

Bank ABA# : Fifth Third Bank (Northwestern Ohio) - 041200050

Account : [REDACTED] - Checking - Payroll - USD

Date	Transaction Type	Customer Ref. #	Bank Ref. #	Credit Amount	Debit Amount
06/05/2014	ACH Debit Received		100107887606		192.31
	Description: FUNDS TRANSFER TO CK: XXXXXX7018 REF # 00616487832				
06/05/2014	ACH Debit Received		100106336447		2,384.12
	Description: CITYOFMONR 9653 RHCF 3860046380 060514 OFFSET TRANSACTION				
06/05/2014	ACH Debit Received		100106336463		2,673.49
	Description: CITYOFMONR 9653 CHILD SUPP 3860046380 060514 OFFSET TRANSACTION				
06/05/2014	ACH Debit Received		100106336462		3,513.44
	Description: CITYOFMONR 9653 RHS 3860046380 060514 OFFSET TRANSACTION				
06/05/2014	ACH Debit Received		100106336461		4,428.08
	Description: CITYOFMONR 9653 NWRS 457 3860046380 060514 OFFSET TRANSACTION				
06/05/2014	ACH Debit Received		100106336328		4,763.87
	Description: CITYOFMONR 9653 DUES 3860046380 060514 OFFSET TRANSACTION				
06/05/2014	ACH Debit Received		100106336460		21,815.83
	Description: CITYOFMONR 9653 ICMA 457 3860046380 060514 OFFSET TRANSACTION				
06/05/2014	ACH Debit Received		100106336456		69,886.03
	Description: CITYOFMONR 9653 PENSION 3860046380 060514 OFFSET TRANSACTION				
06/05/2014	ACH Debit Received		100106336319		233,399.79
	Description: CITYOFMONR 9653 PAYROLL 3860046380 060514 OFFSET TRANSACTION				
06/06/2014	ACH Debit Received		100107833163		8,523.19
	Description: FIFTH THIRD HSA PRETAX BENEFIT TRANS 5TH3RD HSA 9405386004638 CITY OF MONROE 060614				
06/11/2014	ACH Debit Received		100109615881		83,426.25
	Description: CITYOFMONR 9653 TAX PYMT 3860046380 061114 OFFSET TRANSACTION				

	Credits	Debits
Total Amount	0.00	435,006.40
Total Number of Items	0	11

Confidential

Memo

To: City Council
From: Dan Swallow
Dir. of Economic and Community Development
CC: George A. Brown, City Manager
Date: 6/10/2014
Re: **Agenda Item # 104:** Ordinance 14-003



An Ordinance to Provide for a Service Charge in Lieu of Taxes for a Proposed Multiple Family Dwelling Project for Persons of Low Income to be Financed or Assisted Pursuant to the Provision of the Michigan State Housing Development Authority Act of 1966.

Upon review of proposed Ordinance 14-003 following its first reading on June 2, 2014, and further discussions of the ordinance provisions with the project Sponsor, Lutheran Social Services of Michigan (LSSM), the Economic and Community Development Division is proposing a change in **§ 528-4 B. i. b.** The proposed change would limit the increase in the "floor" or minimum annual service charge to the lesser of the cumulative inflation rate multiplier utilized in the property tax law, or an annual 2% increase. This proposed change has been discussed with the City Manager and City Assessor's office, and there are no significant objections.

Over the past 20 years (since 1995), the inflation rate multiplier utilized in the property tax law has ranged from -0.003% to 4.4%, with an average of 2.4%. Limiting the annual increase in the "floor" Service Charge to 2%, helps the project Sponsor further control potential cost increases. As noted in the original Agenda Item Fact Sheet, it is important for LSSM to control potential costs increases in order to more accurately represent the financial prospectus and attract investors to this project.

The primary advantage for the City in working with LSSM on this project remains assisting them in obtaining financing for the rehabilitation project. As described in LSSM's letter dated March 19, 2014, they plan on making approximately \$6,000,000.00 of improvements to the complex if they are able to obtain the financing. This spending, a significant portion of which will be with local vendors, will provide an economic benefit to the community as well as improve the housing stock in the City.

31 determination of economic feasibility of housing developments which are constructed and
32 financed in reliance on such tax exemption.

33
34 The City acknowledges that Lutheran Social Services of Michigan (the "Sponsor") has
35 offered, subject to receipt of a commitment for low income housing tax credits from the
36 Michigan State Housing Development Authority, to own, through Lutheran Housing
37 Corporation–Monroe, rehabilitate and operate the 190-unit apartment housing
38 development identified as Village Pines of Monroe located at 1600 Park Court in the
39 City, and identified on the assessment roll as parcel number 58-55-69-00659-040, to
40 serve persons of low income, and that the Sponsor has requested to pay the City on
41 account of this housing development an annual service charge for public services in lieu
42 of all taxes.

43
44 **§ 528-2 Definitions.**

45 As used in this chapter the following terms shall have the meaning indicated:

46
47 **Authority** means the Michigan State Housing Development Authority.

48
49 **Act** means the State Housing Development Authority Act of 1966, being Public Act 346 of
50 1966 of the State of Michigan, as amended.

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52 **Annual shelter rent** means the total collections during an agreed annual period from all
53 occupants of the housing development representing rent or occupancy charges, exclusive
54 of charges for gas, electricity, heat, or other utilities furnished to the occupants.

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Commitment for low income housing tax credits means a commitment for those tax credits allocated by the Authority provided pursuant to Section 42 of the Internal Revenue Code of the United States.

Housing development means a development which contains a significant element of housing for persons of low income and such elements of other housing, commercial, recreational, communal, and educational facilities as the Authority determines improve the quality of the development as it relates to housing for persons of low income.

Low income persons or families as used herein shall be the same meaning as found in Section 15(a)(7) of the Act.

Sponsor means the entity which has applied for low income housing tax credits or other financial assistance from the Authority for the housing development.

Utilities mean fuel, water, sanitary sewer service and/or electrical service which are paid by the housing development owner.

§ 528-3 Class of housing developments.

It is determined that the class of housing development to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing for low income families or persons sponsored by a nonprofit organization which has received an allocation of low income housing tax credits, as provided in the Act. It is determined that Village Pines of Monroe is of this class.

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§ 528-4 Establishment of annual service charge.

A. Exemption from Property Taxes. Village Pines of Monroe shall be exempt from all property taxes as of December 31 immediately following placement of the rehabilitated housing development into service with eligibility for the low income housing tax credits. The City, acknowledging that the Sponsor and the Authority have established the economic feasibility of the housing development in reliance upon the enactment and continuing effect of this ordinance and the qualification of the housing development for exemption from all property taxes and a payment in lieu of taxes as established in this ordinance, and in consideration of the Sponsor's offer and request, subject to receipt of low income housing tax credits from the Authority, to participate in the sponsorship of a housing development, agrees to accept payment of an annual service charge for public services in lieu of all property taxes.

B. Annual Service Charge. The annual service charge shall be as prescribed in subsections i and ii below; provided that such charge shall not exceed the amount of taxes which would otherwise have been paid on the housing development if the housing development were not tax exempt.

i. In any given year where no transfer of ownership of the housing development has occurred during the immediately preceding year, the established Annual Service Charge shall be the greater of the following:

- a. Nine percent (9%) of the annual shelter rent; or
- b. \$100,000.00 for the first tax year of applicability, and for every tax year thereafter, \$100,000 multiplied by the **lesser of the**

105 cumulative Michigan inflation rate multiplier as utilized in MCL
106 211.27a (2) (a), **or an annual two percent (2%) increase.**

107 ii. In all years following a year where a transfer of ownership of the
108 housing development has occurred, the established Annual Service
109 Charge shall be the amount of taxes which would be paid on the
110 housing development if the housing development were not tax exempt.

111 C. Administrative Fee. The Annual Service Charge shall be subject to a one percent
112 (1%) administrative fee; which shall be calculated as a percentage of the
113 established Annual Service Charge and included with the annual payment.

114 D. All payments received by the City, with the exception of the one percent (1%)
115 administrative fee to be retained by the City, shall be distributed by the City to
116 the taxing jurisdictions in the same proportion that the general property taxes
117 would have been distributed in the previous calendar year.

118

119 **§ 528-5 Contractual effect of ordinance.**

120 In addition to the provisions of Section 15(a)(5) of the Act, a contract between the City and
121 the Sponsor, with the Authority as third party beneficiary under the contract, to provide tax
122 exemption and accept payments in lieu of taxes, as previously described, is effectuated by
123 enactment of this Section. Provided, that in the event the annual service charge is not fully
124 paid as provided in the following paragraph, the contract shall have no further effect and
125 shall terminate. Provided further, that the unpaid annual service charge shall remain a debt
126 due the City, and shall be recoverable by direct action of assumpsit.

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128 **§ 528-6 Payment of service charge.**

129 The annual service charge in lieu of taxes as determined under this ordinance shall be

130 payable in the same manner as general property taxes are payable to the City except that the
131 annual payment shall be due and payable on December 1 of each year, and paid on or
132 before February 14 of each year.

133

134 **§ 528-7 Duration.**

135 This Section shall remain in effect and shall not terminate so long as the restriction on rents
136 and incomes under the low income housing tax credit program remains in effect or the
137 Authority has any interest in the housing development. Provided, however, that the term of
138 this ordinance shall not exceed twenty (20) years from the date the housing development is
139 placed into service with eligibility for the low income housing tax credits.

140

141 **SECTION 2. REPEALER.**

142 This Ordinance repeals and replaces all former ordinances or parts thereof conflicting or inconsistent
143 with the provisions of this Ordinance.

144 **SECTION 3. SAVINGS CLAUSE.**

145 All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this
146 Ordinance takes effect are saved and may be consummated according to the law in force when they
147 are/were commenced.

148 **SECTION 4. SEVERABILITY.**

149 If any section, subsection, sentence, clause or phrase of this Ordinance is declared unconstitutional by a
150 court of competent jurisdiction, such decision or holding shall not affect the validity of the remaining
151 portions of this Ordinance.

152 **SECTION 5. EFFECTIVE DATE.**

153 This Ordinance shall be in full force and effect Twenty (20) days after final passage and publication.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: INSTALLATION OF NEW PUBLIC SANITARY SEWER – WEST FOURTH STREET BETWEEN HUBBLE AND HARRISON STREETS – SPECIAL ASSESSMENT RESOLUTION NUMBER 4 – SEWER SAD #232

DISCUSSION: The homes fronting the 200 and 300 blocks of West Fourth Street lack a public sanitary sewer, except most of those immediately adjacent to the corners of Hubble, Smith, and Harrison Streets. Over the years, the Wastewater Department has been made aware of numerous issues with the various shared private sewer lines serving these homes, but the situation worsened significantly in November 2011, when extremely heavy rains caused a number of flooding issues within the City. During this time period, the shared private sewer line now known to be serving 312, 311, 219, and 220 West Fourth and 404 Smith experienced a catastrophic failure, resulting in some property owners having to pump raw sewage out of their basements and into the roadway. In response to this urgent public health issue, the Wastewater Department did perform emergency repairs on this line, and the City Council passed Resolution 1 on December 19, 2011, which referred the project to the Engineering Department for survey and design of a new public main. At this time, it was believed that the work would be limited to the 300 block, but subsequent in-depth investigations into the routing of all homes in the area revealed that homes in the 200 block also shared the same line that did not connect to the public main on Smith Street as expected but actually bypassed it entirely, so the project has now expanded to this area as well. Due to the length of time needed for investigation of all of the house lead routings, coupled with the fact that the acute hazard had been mitigated, this project was originally postponed into 2013, then again into 2014 as the Engineering Department also sought funding to simultaneously reconstruct the roadway, which has now been secured through the 2014-15 Capital Improvements Program.

The City Charter provides for the installation of public sewers at the discretion of the City Council and provides for recovery of most of the cost by a Special Assessment against the benefiting properties. By Charter, a minimum of one-sixth of the project costs are borne by the Wastewater Fund. However, since the properties in the district have historically shared various private lines, they have still paid system depreciation and debt charges to the Wastewater Fund, and in consideration of this, the Wastewater Fund share of the assessable project costs is instead proposed to be 50%, consistent with other recent projects. The remaining share of the costs is then divided among the benefiting properties on a Residential Equivalent Unit (REU) basis, where each residential dwelling unit accounts for one share. It should be noted that 7 of the 8 corner lots already have direct taps to a public main, and are not included in the district. This project was declared to be a public necessity by the passage of Resolution 3 on May 5, and bids were opened on May 23. The low bidder is G.V. Cement Contracting, Co. of Brownstown Township.

Since the project costs are now known, cost estimates submitted with previous fact sheets have now been populated with "as bid" unit prices. While the overall bids were 5.4% below the Engineer's Estimate, the items associated with the sanitary sewer work were slightly above the estimate on balance. As a result, the estimated per-REU cost of \$4,725.85 has increased to \$4,825.14, which is a 2% increase. As before, a map of the proposed district has been attached with this fact sheet, as well as cost breakdowns for both the sanitary sewer component and the overall costs (including roadway paving and storm sewer replacement that will be paid 100% by the City), and a breakdown of the proposed assessments between properties in the district. Lastly, since the private lead routings serving the homes on these blocks are very complicated, a set of construction plans has been attached, which color-codes the location of the existing public mains, proposed new public main and leads, and the location of the different private sewer lines as verified by the Engineering and Wastewater Department staff. The next step in this process is Resolution 4, which schedules the final public hearing on the assessment roll for the June 16, 2014 City Council meeting, and we will recommend confirmation of the Special Assessment at that meeting as well. This district, if confirmed, would be known as Sewer Special Assessment District Number 232.

IT IS RECOMMENDED that the attached Resolution 4 be adopted, and that the public hearing on the assessment roll be scheduled for Monday, June 16, 2014 at 7:30 P.M. in the City Council Chambers.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible.

REASON FOR DEADLINE:

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

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

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$270,043.32*
	Cost of This Project Approval	\$N/A
	Related Annual Operating Cost	\$N/A
	Increased Revenue Expected/Year	\$N/A

*Present estimate of costs, including construction estimate, 15% engineering and 10% contingencies for all project components including sanitary sewer installation, some storm sewer replacement, and roadway reconstruction.

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

*Funds will not be appropriated until confirmation of the Special Assessment District

Budget Approval: 

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 05/27/14

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: June 2, 2014

RESOLUTION NO. 4

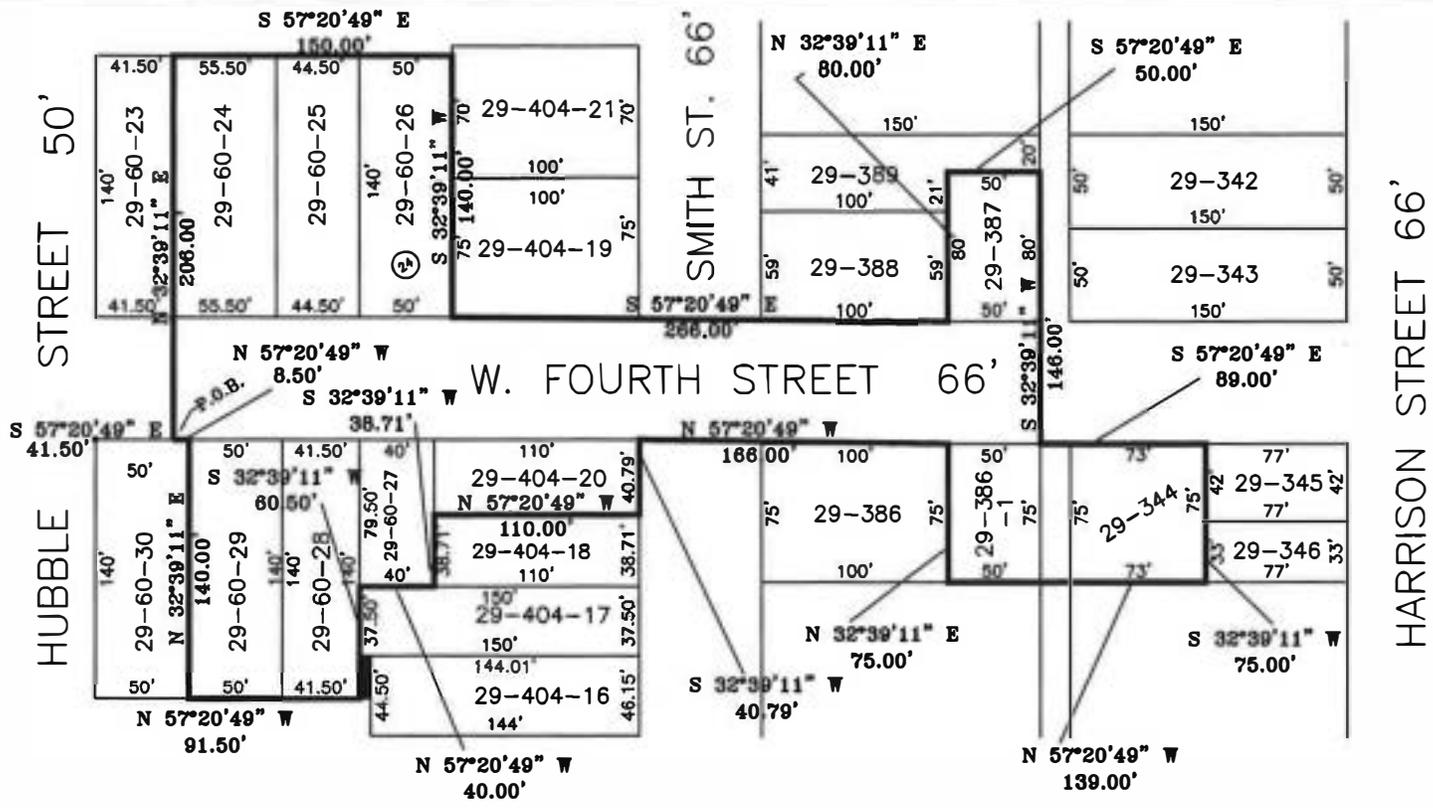
WHEREAS, the City Assessor has reported and filed a special assessment for the installation of a sanitary sewer of adequate size to service some or all of the properties located on West Fourth Street between Hubble Street and Harrison Street, known and designated as Sewer Special Assessment District 232; therefore be it;

RESOLVED, that the special assessment costs be spread over a period of ten (10) years with equal principal payments and interest charged at a rate of 3.30% on the unpaid balance, and be it further;

RESOLVED, that on June 16, 2014, at the Council Chambers in the City of Monroe, Michigan at 7:30 P.M., the Council will meet to review the special assessments so made; and that the City Clerk-Treasurer is directed to give notice of such review as required by the Charter.

WEST FOURTH STREET SANITARY SEWER AND PAVING - BID TABULATION				ENGINEER'S ESTIMATE		1 - GV CEMENT CONTRACTING, INC.		2 - SALENBIEN PROPERTIES, LLC	
ITEM NO.	DESCRIPTION	NO. OF UNITS	UNITS	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	R&D CURB & GUTTER	1123.8	LFT	\$ 12.00	\$ 13,485.60	\$ 6.50	\$ 7,304.70	\$ 10.00	\$ 11,238.00
2	R&D SIDEWALK	899.7	SFT	\$ 2.00	\$ 1,799.40	\$ 1.00	\$ 899.70	\$ 2.00	\$ 1,799.40
3	R&D EXST'G. PAVEMENT	1105.3	SYD	\$ 10.00	\$ 11,053.00	\$ 6.50	\$ 7,184.45	\$ 12.00	\$ 13,263.60
4	R&D EXST'G ST. SEWER	62.5	LFT	\$ 25.00	\$ 1,562.50	\$ 15.00	\$ 937.50	\$ 14.00	\$ 875.00
5	R&D EXST'G STRUCTURE	5.0	EA	\$ 1,000.00	\$ 5,000.00	\$ 450.00	\$ 2,250.00	\$ 500.00	\$ 2,500.00
6	F&I 4' DIA STRUCTURE	4.0	EA	\$ 2,000.00	\$ 8,000.00	\$ 1,500.00	\$ 6,000.00	\$ 2,400.00	\$ 9,600.00
7	F&I 2' DIA. INLET	2.0	EA	\$ 1,500.00	\$ 3,000.00	\$ 1,300.00	\$ 2,600.00	\$ 1,800.00	\$ 3,600.00
8	TAP EXISTING STRUCTURE	2.0	EA	\$ 500.00	\$ 1,000.00	\$ 400.00	\$ 800.00	\$ 800.00	\$ 1,600.00
9	F&I ROCK (PROVISIONAL)	20.0	CYD	\$ 150.00	\$ 3,000.00	\$ 250.00	\$ 5,000.00	\$ 100.00	\$ 2,000.00
10	F&I 8" SDR 35 PVC SANITARY MAIN OR STORM	479.0	LFT	\$ 55.00	\$ 26,345.00	\$ 68.00	\$ 32,572.00	\$ 52.00	\$ 24,908.00
11	F&I 8"x6" PVC WYE	10.0	EA	\$ 100.00	\$ 1,000.00	\$ 550.00	\$ 5,500.00	\$ 200.00	\$ 2,000.00
12	F&I 6" SDR 35 PVC SANITARY MAIN	165.0	LFT	\$ 50.00	\$ 8,250.00	\$ 40.00	\$ 6,600.00	\$ 68.00	\$ 11,220.00
13	RECONNECT SANITARY SERVICE	8.0	EA	\$ 500.00	\$ 4,000.00	\$ 500.00	\$ 4,000.00	\$ 1,200.00	\$ 9,600.00
14	CUT & CAP SANITARY SEWER	3.0	EA	\$ 500.00	\$ 1,500.00	\$ 350.00	\$ 1,050.00	\$ 250.00	\$ 750.00
15	F&I 12" RCP STORM SEWER MAIN	80.0	LFT	\$ 85.00	\$ 6,800.00	\$ 60.00	\$ 4,800.00	\$ 42.00	\$ 3,360.00
16	ADJUST VALVE BOX	3.0	EA	\$ 300.00	\$ 900.00	\$ 150.00	\$ 450.00	\$ 250.00	\$ 750.00
17	ADJUST, CLEAN, & PLASTER STRUCTURE	2.0	EA	\$ 750.00	\$ 1,500.00	\$ 350.00	\$ 700.00	\$ 650.00	\$ 1,300.00
18	F & I EJIW #1040 WATERTIGHT CASTING (SANITARY)	4.0	EA	\$ 750.00	\$ 3,000.00	\$ 550.00	\$ 2,200.00	\$ 500.00	\$ 2,000.00
19	F&I EJIW #1040 CASTING (STORM)	1.0	EA	\$ 750.00	\$ 750.00	\$ 450.00	\$ 450.00	\$ 500.00	\$ 500.00
20	F & I EJIW #7045 CASTING	3.0	EA	\$ 750.00	\$ 2,250.00	\$ 550.00	\$ 1,650.00	\$ 500.00	\$ 1,500.00
21	F&I CONTROL DENSITY BACKFILL	540.0	CYD	\$ 90.00	\$ 48,600.00	\$ 70.00	\$ 37,800.00	\$ 80.00	\$ 43,200.00
22	SUBGRADE UNDERCUTTING	50.0	CYD	\$ 25.00	\$ 1,250.00	\$ 18.00	\$ 900.00	\$ 32.00	\$ 1,600.00
23	SUBGRADE MANIPULATION	1355.3	SYD	\$ 5.00	\$ 6,776.50	\$ 5.00	\$ 6,776.50	\$ 4.00	\$ 5,421.20
24	F&I 6" CONCRETE PAVEMENT	168.9	SYD	\$ 32.00	\$ 5,404.80	\$ 33.00	\$ 5,573.70	\$ 40.00	\$ 6,756.00
25	F&I 8" CONCRETE PAVEMENT W/INTEGRAL CURB	1186.4	SYD	\$ 35.00	\$ 41,524.00	\$ 36.00	\$ 42,710.40	\$ 42.00	\$ 49,828.80
26	F&I 4" CONCRETE SIDEWALK	508.2	SFT	\$ 4.00	\$ 2,032.80	\$ 3.50	\$ 1,778.70	\$ 5.00	\$ 2,541.00
27	F&I 6" CONCRETE ADA RAMP	391.5	SFT	\$ 10.00	\$ 3,915.00	\$ 18.00	\$ 7,047.00	\$ 14.00	\$ 5,481.00
28	F&I BITUMINOUS HAND PATCH	58.0	TON	\$ 150.00	\$ 8,700.00	\$ 250.00	\$ 14,500.00	\$ 180.00	\$ 10,440.00
29	TRAFFIC CONTROL	1.0	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 5,500.00	\$ 5,500.00
30	SITE RESTORATION	1.0	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 12,000.00	\$ 12,000.00
TOTAL					\$ 228,398.60		\$ 216,034.65		\$ 247,132.00

Note: Line item pricing in BOLD print represent differences between mathematical computation and bid form. Computed amounts shall govern.



SANITARY SEWER SPECIAL ASSESSMENT DISTRICT NO. 232

Commencing at the easterly right-of-way of Hubble Street (50' R/W) and the southerly right-of-way West Fourth Street (66' R/W);
 thence S 57°20'49" E 41.50 feet to the point of beginning;
 thence N 32°39'11" E 206.00 feet; thence S 57°20'49" E 150.00 feet;
 thence S 32°39'11" W 140.00 feet; thence S 57°20'49" E 266.00 feet;
 thence N 32°39'11" E 80.00 feet; thence S 57°20'49" E 50.00 feet;
 thence S 32°39'11" W 146.00 feet; thence S 57°20'49" E 89.00 feet;
 thence S 32°39'11" W 75.00 feet; thence N 57°20'49" W 139.00 feet;
 thence N 32°39'11" E 75.00 feet; thence N 57°20'49" W 166.00 feet;
 thence S 32°39'11" W 40.79 feet; thence N 57°20'49" W 110.00 feet;
 thence S 32°39'11" W 38.71 feet; thence N 57°20'49" W 40.00 feet;
 thence S 32°39'11" W 60.50 feet; thence N 57°20'49" W 91.50 feet;
 thence N 32°39'11" E 140.00 feet;
 thence N 57°20'49" W 8.50 feet to the point of beginning.



SCALE 1" = 100'

REVISIONS		
NO.	DRAWN BY:	DATE:

CITY OF MONROE, MICHIGAN
 ENGINEERING DEPARTMENT
 W. FOURTH STREET SANITARY SEWER
 SPECIAL ASSESSMENT DISTRICT NO. 232
 HUBBLE STREET TO SMITH STREET

SCALE: 1"=100' FILE NO. A-XXX
 DATE: APRIL 2014 SHEET NO. 1 OF 1

APPROVED: _____
 CITY ENGINEER

DWG. OF RECORD
 DATE: _____

Low Bid Cost Breakdown

WEST FOURTH STREET SANITARY SEWER AND PAVING - SANITARY SEWER COSTS ONLY				LOW BID COSTS	
ITEM NO.	DESCRIPTION	NO. OF UNITS	UNITS	UNIT PRICE	COST
2	R&D SIDEWALK	473.9	SFT	\$ 1.00	\$ 473.85
6	F&I 4' DIA STRUCTURE	4.0	EA	\$ 1,500.00	\$ 6,000.00
8	TAP EXISTING STRUCTURE	2.0	EA	\$ 400.00	\$ 800.00
9	F&I ROCK (PROVISIONAL)	20.0	CYD	\$ 250.00	\$ 5,000.00
10	F&I 8" SDR 35 PVC SANITARY MAIN	471.0	LFT	\$ 68.00	\$ 32,028.00
11	F&I 8"x6" PVC WYE	10.0	EA	\$ 550.00	\$ 5,500.00
12	F&I 6" SDR 35 PVC SANITARY MAIN	165.0	LFT	\$ 40.00	\$ 6,600.00
13	RECONNECT SANITARY SERVICE	8.0	EA	\$ 500.00	\$ 4,000.00
14	CUT & CAP SANITARY SEWER	3.0	EA	\$ 350.00	\$ 1,050.00
18	F & I EJIW #1040 WATERTIGHT CASTING	4.0	EA	\$ 550.00	\$ 2,200.00
21	F&I CONTROL DENSITY BACKFILL	270.0	CYD	\$ 70.00	\$ 18,900.00
26	F&I 4" CONCRETE SIDEWALK	168.9	SFT	\$ 3.50	\$ 591.15
29	TRAFFIC CONTROL	1.0	LS	\$ 3,000.00	\$ 3,000.00
30	SITE RESTORATION	1.0	LS	\$ 3,000.00	\$ 3,000.00
X	*ALLOWANCE FOR TRENCH PAVEMENT REPLACEMENT	1.0	LS	\$ 11,220.00	\$ 11,220.00
	*(SYD of trench pavement replacement due to sanitary but absorbed in new road - SYD unit cost equal to sum of items 1 and 25 on roadway estimate for 264.0 SYD of area)				
				CONSTRUCTION COST	\$ 100,363.00
				CONSTRUCTION COST TOTAL	\$ 100,363.00
				CONTINGENCIES (10%)	\$ 10,036.30
				ENGINEERING (15%)	\$ 15,054.45
				PROJECT TOTAL COST	\$ 125,453.75
	(ASSESSABLE COSTS ARE 50% OF TOTAL SANITARY COSTS)			ASSESSABLE COSTS	\$ 62,726.88
				RESIDENTIAL EQUIV. UNITS	13
				ASSESSMENT PER REU	\$ 4,825.14

SEWER SPECIAL ASSESSMENT DISTRICT 232 - ASSESSMENT BREAKDOWN

Based on low bids

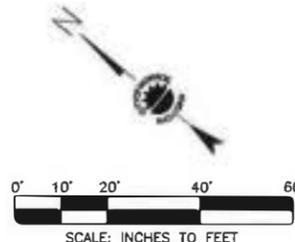
PARCEL ID	PROPERTY ADDRESS	OWNER NAME	OWNER ADDRESS	OWNER CITY	REUs	ASSESSMENT
29-00060-024	322 W. Fourth Street	Church, Joel	322 W. Fourth Street	Monroe, MI 48161	1	\$4,825.14
29-00060-025	318 W. Fourth Street	Brown, Charles / Deborah	318 W. Fourth Street	Monroe, MI 48161	1	\$4,825.14
29-00060-026	312 W. Fourth Street	Sowards, William L.	312 W. Fourth Street	Monroe, MI 48161	1	\$4,825.14
29-00060-027	311 W. Fourth Street	Marcelo, Jonathon & Donald J.	311 W. Fourth Street	Monroe, MI 48161	1	\$4,825.14
29-00060-028	317 W. Fourth Street	Brown, Ricky & Helen	2703 Nadeau Road	Monroe, MI 48162	1	\$4,825.14
29-00060-029	321 W. Fourth Street	Sauro, Joseph W.	309 W. Third St., Apt. 1	Monroe, MI 48161	3	\$14,475.42
29-00344-000	211 W. Fourth Street	Braden, Rachel Ann	211 W. Fourth Street	Monroe, MI 48161	2	\$9,650.28
29-00386-001	219 W. Fourth Street	Kurtz, Mary E.	13510 Cambridge, Apt. 208	Southgate, MI 48195	1	\$4,825.14
29-00387-000	220 W. Fourth Street	Ourilan, Jack	220 W. Fourth Street	Monroe, MI 48161	1	\$4,825.14
29-00404-020	404 Smith Street	Davis, James & Jacqueline	404 Smith Street	Monroe, MI 48161	1	\$4,825.14
TOTAL					13	\$62,726.82
					COST PER REU	\$4,825.14

W FOURTH ST (66' R/W)

MATCH EXISTING PAVEMENT
HAND PATCH AGAINST NEW
CONCRETE AS NEEDED

LEGEND

- SHRUB
- TREE
- ⊕ TYPICAL POST
- ⊕ MAGNETIC NAIL
- ⊕ BENCHMARK
- ⊕ MAILBOX
- ⊕ SIGN
- ⊕ TELEPHONE POLE
- MANHOLE
- ⊕ MANHOLE VALVE
- ⊕ FIRE HYDRANT
- ⊕ STOP BOX
- ⊕ CATCH BASIN
- ⊕ STORM INLET
- ⊕ GAS LINE VENT
- ⊕ GAS LINE VALVE
- POWER LINE



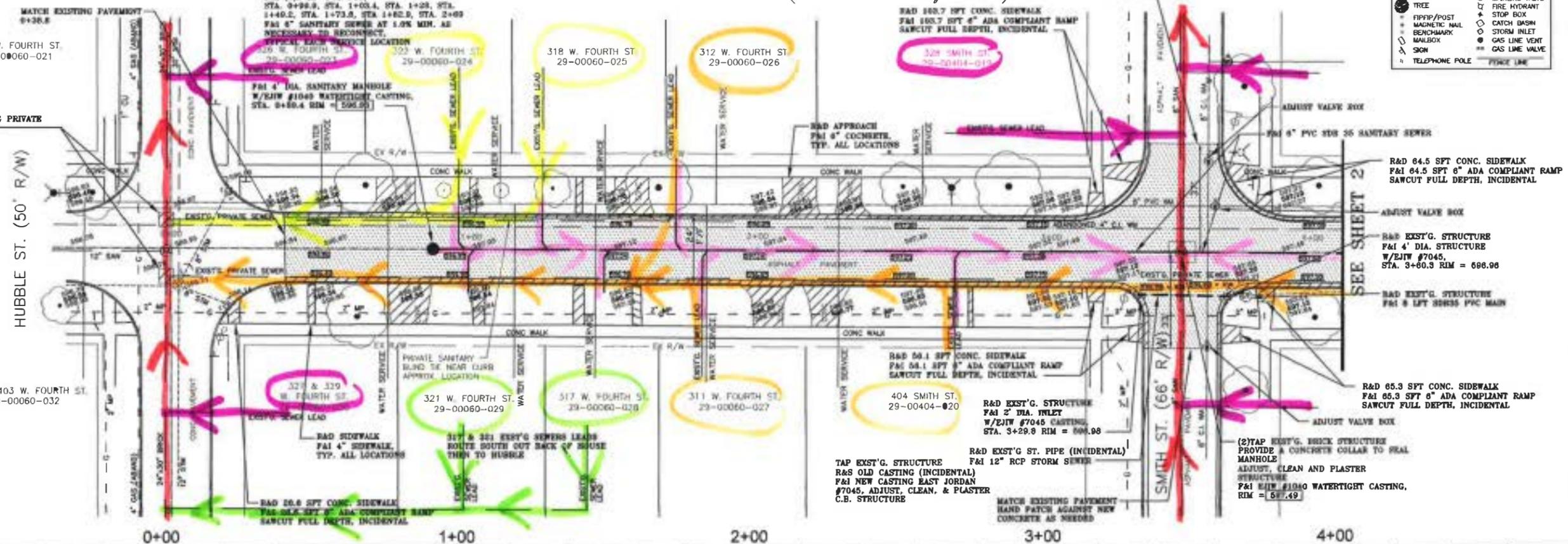
(2) CUT & CAP EXIST'G PRIVATE
SAN. AT MAIN

NOTES:
CONTRACTOR SHALL LOCATE & VERIFY ALL SERVICE LEADS IN THE FIELD DURING INSTALLATION, INCIDENTAL THE SERVICE LEADS COULD NOT BE CONFIRMED BY TELEVISIONING THE SANITARY SEWER DUE TO THE POOR CONDITION OF THE SANITARY SEWER.
TAPS AT MAIN ARE PER PLAN STATIONING, LEAD ROUTING UNKNOWN.
AT ADDRESSES LISTED BELOW, THE CONTRACTOR IS REQUIRED TO RECONNECT THE EXIST'G. SANITARY LEAD TO THE NEW LEAD:
404 SMITH ST.
311 W. 4TH
312 W. 4TH
318 W. 4TH
322 W. 4TH
AT ADDRESSES LISTED BELOW, THE CONTRACTOR IS REQUIRED TO RUN A NEW LEAD TO 3' BEYOND BACK OF CURB AND CAP WITH WATER TIGHT CAP:
317 W. 4TH
321 W. 4TH
ADDRESSES LISTED BELOW, ARE NOT INCLUDED IN THIS PROJECT, HAVE EXIST'G LEADS TO A PUBLIC SAN. SEWER:
328 SMITH ST.
320 W. 4TH
327/329 W. 4TH

HUBBLE ST. (50' R/W)

401 & 403 W. FOURTH ST.
29-00060-032

- REMOVE & DISPOSE ROADWAY PAVEMENT PER TYPICAL CROSS SECTION
- REMOVE & DISPOSE F&I CONCRETE DRIVE OR SIDEWALK REPLACE IN 6" DRIVE OR 4" WALK/RAMP
- EXISTING ELEVATION
- PROPOSED ELEVATION, GUTTER AND C.L.



ELEVATION	DESCRIPTION	PLAN VIEW
598	ANY REMOVAL OF ABOVE 4" C.I. P.M. FOR INSTALLATION OF ANY NEW STORM OR SANITARY SEWER MAINS OR MANHOLES WILL BE INCIDENTAL.	
596	Existing Public Main	
594	Proposed New Public Main	
592	Not in District - Tie in on N/S frontage	
590	Private System A	
588	Private System B	
586	Private System C	
584	Private System D	

REVISIONS		
NO.	DATE	DESCRIPTION

CITY OF MONROE, MICHIGAN
ENGINEERING DEPARTMENT

W FOURTH ST
SANITARY SEWER AND PAVING
HUBBLE ST TO HARRISON ST

SCALE: 1"=20'
DATE: MAY, 2014

DWG. OF RECORD

APPROVED: _____ CITY ENGINEER

FILE NO. F-
SHEET NO. 1 OF 2



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Ordinance 14-004, Amending the Code of the City of Monroe Chapter 720, Zoning, Sections 720-9, -39, -40, -41, -57, -75, -144, -162, and -192 related to Salvage Yards.

DISCUSSION: Through regular reviews of the City of Monroe Zoning Ordinance, City staff and the Citizens Planning Commission (CPC) noted several examples of inconsistent terminology and a lack of development standards for salvage yards. One of the obvious inconsistencies was the use of “junkyards” vs. “salvage yards” in the Definitions (§ 720-9), and Special Land Use standards for salvage yards (§ 720-75). Most critically, there were very limited development standards for salvage yards that the City staff and CPC could rely on for reviewing and approving proposals for new salvage yards or expansions to pre-existing salvage yards. With this proposed amendment, Zoning Ordinance § 720-75 Salvage Yards, will be significantly expanded to include a new intent section, larger setbacks from residential areas, new buffering requirements, and performance standards (*See attachment for proposed ordinance amendments*). Proposed amendments also include specific criteria for how City staff and the CPC should review pre-existing salvage yards including a provision for discontinuance of non-conforming salvage yards after 1-year. Another change was to allow taller fences around salvage yards to ensure adequate screening (§ 720-144). There are also proposed clarifications in the powers of the Zoning Board of Appeals relative to Special Land Use approvals, which were drawn from the State Zoning Enabling Act (§ 720-162). Finally, various sections in the Zoning Ordinance that had references to Salvage Yards were amended to ensure consistent terminology and standards (§ 720-39, § 720-40, § 720-41, § 720-57, and § 720-162).

The Citizens Planning Commission reviewed the proposed amendments and recommended they be forwarded to City Council for adoption at its regular meeting held on March 10, 2014 (*See attached minutes*).

IT IS RECOMMENDED that City Council approve the first reading of Ordinance 14-004, amending the City of Monroe Zoning Ordinance Sections 720-9, -39, -40, -41, -57, -75, -144, -162, and -192 related to Salvage Yards, and schedule the public hearing and second reading for adoption for the July 7, 2014 regular City Council meeting.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: July 21, 2014

REASON FOR DEADLINE: Ensure efficient completion of regular Zoning Ordinance amendments

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY: City Planning Department Staff

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Building and Planning Departments, Citizens Planning Commission, and Existing Salvage Yard Operators.

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 0
	Cost of This Project Approval	\$ 0
	Related Annual Operating Cost	\$ 0
	Increased Revenue Expected/Year	\$ 0

*

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

Budget Approval: _____

FACT SHEET PREPARED BY: Dan Swallow, Director of Economic and Community Development **DATE:** 06/10/14

REVIEWED BY: George Brown, City Manager



DATE:

COUNCIL MEETING DATE: June 16, 2014

ORDINANCE 14-004

SPECIAL LAND USES- SALVAGE YARDS

1 An Ordinance to amend certain sections of Chapter 720, Zoning, of the Code of the City
2 of Monroe.

3 **THE CITY OF MONROE ORDAINS:**

4 SECTION 1. AMENDMENT OF § 720-9, DEFINITIONS

5 § 720-9, the following definitions shall be amended to read as follows:

6 ~~**JUNKYARD**~~ **SALVAGE YARD** (includes all uses with similar intents, such as, but
7 not limited to, salvage yards, dumps, junkyards, scrap metal yards, recycling
8 facilities, refuse yards, etc.)

9 ~~A lot and any accessory buildings where waste, used or secondhand materials,~~
10 ~~including but not limited to automobiles, scrap iron and other metals, paper, rags,~~
11 ~~rubber tires, wood, and bottles, are stored, baled, packed, disassembled, or handled~~
12 ~~for the purpose of purchase, sale, or exchange. Any lot, land or structure, or part~~
13 ~~thereof, used for the collection, storage, transportation, buying, selling, baling,~~
14 ~~packing, disassembling, salvaging or handling or salvaging of materials junk .~~
15 ~~Junk Salvaged materials~~ include used and secondhand materials, not limited to:
16 ferrous or nonferrous metals, glass, vehicles, inoperable equipment, machinery,
17 plastics, rags, paper, rubber debris, waste (excluding sewage waste) and wood.
18 Storage containers or processing activity which is located on the premises of a
19 residential, commercial or manufacturing use and which is used solely for the
20 recycling of materials generated by the residential property, business or
21 manufacturer is excluded from this definition.

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RECYCLING COLLECTION CENTER

~~A lot or parcel of land, with or without buildings, upon which wastes are recovered in a process designed to provide an acceptable reuse of all or part of the waste. A recycling center does not include storage containers or processing activity which is located on the premises of a residential, commercial or manufacturing use and which is used solely for the recycling of material generated by that residential property, business or manufacturer. Any lot, land or structure, or part thereof, used for the collection of household and commercial recyclable materials for later delivery to a permanent site for processing. Household and commercial recyclable materials do not include scrap iron, automobiles, inoperable equipment, wood and sewage waste.~~

SECTION 2. AMENDMENT OF § 720-39, B(1), I-1 LIGHT INDUSTRIAL DISTRICT, PERMITTED USES.

§ 720-39, B, (1) , I-1 Light Industrial District, Permitted Uses, shall be amended to read as follows:

B. Permitted uses.

(1) Processing and distribution facilities:

- (a) Distribution and transfer centers.
- (b) Produce market terminals.
- (c) Recycling collection centers ~~(no heavy machinery)~~.
- (d) Soda water and soft drink bottling establishments.
- (e) Bakeries and confection making.
- (f) Bottling or packaging of cleaning compounds, polishes, seeds, etc.
- (g) Pattern-making shops.

47 (h) Printing, engraving and bookbinding shops.

48 (i) Heavy truck/equipment distribution and wholesale operations.

49 SECTION 3. AMENDMENT OF § 720-40, B(1), I-2 GENERAL INDUSTRIAL DISTRICT,

50 PERMITTED USES.

51 § 720-40, B(1) , I-2 General Industrial District, Permitted Uses, shall be amended to read
52 as follows:

53 B. Permitted uses.

54 (1) Processing and distribution facilities:

55 (a) Distribution and transfer centers.

56 (b) Produce market terminals.

57 (c) Recycling collection centers.

58 (d) Soda water and soft drink bottling establishments.

59 (e) Bakeries and confection making.

60 (f) Bottling or packaging of cleaning compounds, polishes, seeds, etc.

61 (g) Pattern-making shops.

62 (h) Printing, engraving and bookbinding shops.

63 (i) Heavy truck/equipment distribution and wholesale operations.

64 (j) Canning factories.

65 SECTION 4. AMENDMENT OF § 720-40, C, I-2 GENERAL INDUSTRIAL DISTRICT,

66 SPECIAL USES.

67 § 720-40(C), I-2 General Industrial District, Special Uses, shall be amended to read as
68 follows:

69 C. Special uses.

70 (1) Manufacturing:

- 71 (a) Breweries.
- 72 (b) Leather goods and luggage manufacturing.
- 73 (c) Stamping and pressing plants, metal or plastic (over 10 tons).
- 74 (2) Chemical plants.
- 75 (3) Composting yards.
- 76 (4) Salvage yards, subject to § 720-75.
- 77 (5) Sewage disposal plants.
- 78 (6) New wireless telecommunications towers meeting the requirements of § 720-78.
- 79 (7) Open air storage.
- 80 (8) Resource ~~recycling~~ and recovery centers.
- 81 (9) Uses similar to other permitted or special land uses listed above as determined by the
- 82 Citizens Planning Commission following a public hearing. The determination shall be
- 83 based on the standards of § 720-136.

84 SECTION 5. AMENDMENT OF § 720-41, C(8), PROS PUBLIC RECREATION AND OPEN

85 SPACE DISTRICT, SPECIAL USES.

86 § 720-41, C(8), PROS Public Recreation and Open Space District, Special Uses, shall be

87 amended to read as follows:

88 C. Special uses.

- 89 (1) High-intensity public recreation facilities, such as campsites, off-road vehicle courses
- 90 and trails, gun and archery ranges, lighted outdoor athletic fields and other similar
- 91 more intense recreational uses.
- 92 (2) Public indoor recreation building or domes for facilities such as ice rinks, swimming
- 93 pools or athletic courts.

94 (3) Lighting for permitted outdoor athletic fields. All lighting shall be shielded to reduce
95 glare and shall be so arranged as to direct the light away from all residential uses
96 and/or zoning designations adjacent to the site.

97 (4) Golf courses and driving ranges meeting the standards of § 720-68.

98 (5) Publicly owned and operated amphitheaters.

99 (6) Accessory buildings and uses customarily incidental to any of the above special land
100 uses.

101 (7) Uses similar to other permitted or special land uses listed above, as determined by the
102 Citizens Planning Commission following a public hearing. The determination shall be
103 based on the standards of § 720-136.

104 ~~(8) Resource recycling and recovery centers.~~

105 SECTION 6. AMENDMENT OF §720-57, Special Land Uses

106 §720-57, Special Land Uses, I, shall be amended to read as follows:

107 I. Appeal process. The process for appeal shall be according to Article XIV, Zoning Board
108 of Appeals. The Citizens Planning Commission shall be given sufficient notice of all such
109 appeals and the decisions thereon.

110 (1) Special Land Use decisions shall not be subject for appeal to the Zoning Board of
111 Appeals (See Section 9, §720-192, (A) (1))

112 SECTION 7. AMENDMENT OF § 720-75, SALVAGE YARDS.

113 § 720-75, Salvage Yards, shall be amended to read as follows:

114 **§ 720-75. Salvage Yards.**

115 ~~All salvage yards shall conform to the following requirements:~~

116 ~~A. All materials stored outside shall be enclosed within a solid, unpierced fence or wall at least~~
117 ~~eight feet in height and not less in height than the materials. All gates, doors, and accessways~~

118 ~~through said fence or wall shall be of solid, unpierced materials. In no event shall any stored~~
119 ~~materials be in the area between the lines of said lot and the solid, unpierced fence or wall.~~

120 ~~B. All ingress or egress shall be limited to one entrance to a paved road.~~

121 ~~C. On the lot on which a salvage yard is to be operated, all roads, driveways, parking lots, and~~
122 ~~loading and unloading areas shall be paved so as to limit the nuisance caused by wind borne~~
123 ~~dust on adjoining lots and public roads.~~

124 Intent.

125 It is in the public interest to regulate the establishment, operation and maintenance of junkyards
126 salvage yards, in order to promote the public health, safety and welfare of the City. This
127 ordinance is specifically designed to:

- 128 1. Ensure compatibility (location, size and character) with adjacent uses of land;
- 129 2. Prevent negative impacts on existing adjacent property and other uses reasonably
130 anticipated in the future;
- 131 3. Protect the character and quality of residential districts;
- 132 4. Protect land values;
- 133 5. Provide safety;
- 134 6. Maintain junkyard activity within the site and off public right-of-ways;
- 135 7. Limit negative impacts to the site from activities associated with junkyard operation;
- 136 8. Protect the natural environment; and
- 137 9. Improve the City as a whole.

138 Given the intensive and external impacts of junkyards salvage yards, the following conditions
139 are required to ensure the establishment, operation and maintenance of junkyards salvage yards
140 is sensitive to the community:

141 A. Site requirements

- 142 1. ~~Junkyards~~ **Salvage yards** shall not be located within 500 feet of any residential
143 district.
- 144 2. All ingress or egress shall be limited to one (1) entrance onto a major thoroughfare.
145 The Planning Commission may approve access to a local road if the Commission
146 finds that such an access point will further minimize impacts on other properties.
- 147 3. On lots where a ~~junkyard salvage yard~~ operates, all roads, driveways, parking lots,
148 and loading and unloading areas shall be paved, so as to limit the nuisance caused by
149 wind-borne dust on adjoining lots and roads. All such access areas shall be at least
150 twelve (12) feet wide to allow for emergency vehicle access.
- 151 4. Adequate standing facilities shall be provided on the site so that no loading vehicle
152 (both commercial and peddler trucks) stands on a public right-of-way awaiting
153 entrance to the site.

154 B. Buffering requirements

- 155 1. All materials and buildings shall be enclosed within a solid, unpierced fence or wall,
156 at least eight (8) feet, and not more than twelve (12) feet, in height. The enclosure
157 shall remain neat in appearance, with no signs or symbols painted on it. All gates,
158 doors and access ways through the enclosure shall be of solid, unpierced materials.
- 159 2. All handling and processing of ~~junk salvaged materials~~ shall be kept within the
160 enclosed area.
- 161 3. Stacking of materials in such a manner that they exceed eight (8) feet in height is
162 prohibited (excluding movable equipment within the enclosed lot).
- 163 4. A greenbelt is required, per the standards in §720-142(G).

164 C. Performance standards

- 165 1. The operator(s) shall be licensed by the City for scrap processors per §564-1.

- 166 2. If the site is designed to accept motor vehicles, the operator(s) shall be licensed by
167 the Michigan Department of State to sell used vehicle parts or tow nonoperational
168 vehicles.
- 169 3. The operator(s) shall have a Michigan Sales Tax license.
- 170 4. The operation shall be in accord with the Nonferrous Metal Regulatory Act (2008
171 PA 429), as amended.
- 172 5. The operation shall follow secondary containment procedures for any materials
173 listed on the Michigan Critical Materials Register and submit a pollution incident
174 protection plan with the Michigan Department of Natural Resources (MDNR), if
175 applicable.
- 176 6. Operations within a designated floodplain area must meet the requirements in §720-
177 151, Regulation of Floodplain Areas.
- 178 7. Open burning is prohibited.
- 179 8. All operations must conform to the airborne and other waste emission requirements
180 per §720-155; the hazardous substances and other waste requirements per §720-157;
181 fire hazard standards per §720-158; and enclosure of hazards and nuisances per
182 §720-159.
- 183 9. All fluids shall be drained from motor vehicles or vehicle parts within three (3) days
184 after they are brought on any ~~junkyard~~ **salvage yard** and fluids must be disposed of
185 in compliance with all applicable laws.
- 186 10. Hours of operation shall be restricted to Monday – Friday, 7:00 AM to 7:00 PM and
187 Saturday 8:00 AM to 5:00 PM.
- 188 11. Sound levels at the property line must comply with noise level standards, per §45-
189 181; not to exceed 85 decibels from November 1 – April 30 and 80 decibels from

190 May 1 – October 30 within the industrial district. ~~Junkyard~~ **Salvage yard** operations
191 shall not project sound levels which exceed the sound level limitations of residential
192 or commercial districts on applicable adjoining properties.

193 12. Stormwater inlets must be protected from sedimentation.

194 13. The ~~junkyard~~ **salvage yard** shall be designed and operated to meet or exceed all
195 applicable state and federal air pollution, surface and groundwater quality standards.

196 14. The operation shall comply with the Control of Junkyards Adjacent to Highways Act
197 (1966 PA 219).

198 D. Pre-existing ~~junkyards~~ **Salvage Yards**

199 1. Any ~~junkyard~~ **salvage yard** in business at the time of enactment of this Ordinance
200 shall be allowed to continue in business as a ~~junkyard~~ **salvage yard** on the parcel of
201 land, or portion thereof, where it is presently located and in operation, except in the
202 following situations:

203 a. A ~~junkyard~~ **salvage yard** which ceases to operate for one (1) year or more;

204 b. Enlarges so as to occupy more land than was occupied and used at the time of
205 this Ordinance; or

206 c. Relocates to different land than what was occupied and used at the time of
207 enactment of this Ordinance.

208 SECTION 8. AMENDMENT OF § 720-144, A, FENCES, HEIGHT.

209 § 720-144, A, Fences, Height, shall be amended to read as follows:

210 All fences erected within the City shall comply with the following standards:

211 A. Height. Fences shall not exceed a height of seven (7) feet in the side or rear yards or four (4)
212 feet in the front yard-, except for ~~junkyard~~ **salvage yard** fences which require a minimum of
213 eight (8) feet and a maximum of twelve (1) feet in heights.

214 SECTION 9. AMENDMENT OF § 720-162(E), SCHEDULE OF MINIMUM PARKING
 215 SPACE REQUIREMENTS.

216 § 720-162(E), Schedule of Minimum Parking Space Requirements, shall be amended to
 217 read as follows:

Table 17		
Off-Street Parking Requirements		
Use	Minimum Number of Spaces	Unit of Measure
E. Industrial Uses		
1. Light industrial, manufacturing, testing labs, research and development centers	5; and	
	1;	Per 1,000 square feet of UFA
	or	
	1; and	For each employee at a peak shift, whichever is greater
	1	For any spaces required for any sales area or office
2. Wholesale and warehouse establishments	5; and	
	1;	For each employee of a peak shift
	or	
	1	Per 1,700 square feet of UFA, whichever is greater
	1	For any spaces required for any sales area or office
3. Unoccupied building	1	For each service vehicle
4. Junkyards Salvage Yard	1; and	For each employee at a peak shift
	1	Per 10,000 square feet of lot area

218 SECTION 10. AMENDMENT OF § 720-192(A)(1), ZONING BOARD OF APPEALS,
219 POWERS AND DUTIES.

220 § 720-192(A)(1), Power and Duties, shall be amended to read as follows:

221 (1) Review. The Board shall hear and decide appeals from and review any order,
222 requirement, decision, or determination made by the administrative official or body
223 charged with the enforcement of this chapter. However:

224 (a) The Zoning Board of Appeals shall not have the authority to reverse or modify
225 the Citizens Planning Commission decision to approve or deny a special land use
226 permit; and

227 (b) The Zoning Board of Appeals shall not have authority to grant variances to any
228 special land use standards or conditions of special land use approval. (See §720-
229 57, *Special Land Uses, I, Appeals Process*)

230 SECTION 11. REPEALER.

231 This Ordinance repeals and replaces all former ordinances or parts thereof conflicting or
232 inconsistent with the provisions of this Ordinance.

233 SECTION 12. SAVINGS CLAUSE.

234 All proceedings pending and all rights and liabilities existing, acquired or incurred at the time
235 this Ordinance takes effect are saved and may be consummated according to the law in force when
236 they are/were commenced.

237 SECTION 13. SEVERABILITY.

238 If any section, subsection, sentence, clause or phrase of this Ordinance is declared
239 unconstitutional by a court of competent jurisdiction, such decision or holding shall not affect the
240 validity of the remaining portions of this Ordinance.

241 SECTION 14. EFFECTIVE DATE.

242 This Ordinance shall be in full force and effect Twenty (20) days after final passage and
243 publication.

minutes

Citizens Planning Commission

Regular Meeting
Monday, March 10, 2014
7:00 p.m.
City Council Chambers

1. **Roll Call**

Present: Chairman Miller, Vice Chairman Smith, Secretary Caldwell;
Commissioners: Hall, Lamour, LaRoy, Roberts, Robinson and Swartz

Public: None

2. **Pledge of Allegiance**

3. **Consent Agenda**

Action Requested

- Approval of Agenda

Motion by Commissioner Hall to approve the Consent Agenda, as presented.
Second by Commissioner Lamour.

Motion passed unanimously (9-0)

- Approval of Regular Meeting Minutes – February 10, 2014

Motion by Commissioner Hall to approve the minutes, as presented. Second by
Commissioner Robinson.

Motion passed unanimously

4. **Case Reviews**

None

5. **Old Business**

- Proposed Amendments to "Junkyard" Zoning Language

Mr. Swallow updated the Commissioners on the proposed amendment changes to the "Junkyard" zoning language.

Chairman Miller questioned that nowhere in the zoning language is there any mention of a Scrap Metal farm.

Mr. Swallow responded that they do have that covered.

Vice Chairman Smith stated that he did not like the term "Junkyard" and suggested the term "Salvage Yard".

Commissioner Swartz asked Vice Chairman Smith for clarification as to why he doesn't like the term "Junkyard".

Vice Chairman Smith clarified the term to Commissioner Swartz.

Motion by Commissioner Hall to approve the Amendments to "Junkyard" Zoning Language with the changes in the ordinance from "Junkyard" to "Salvage Yard". Second by Commissioner Swartz.

Motion passed (8-1/Smith).

- Update on FY 2014-2015 CIP Budget Status

Mr. Swallow updated the Commissioners on the 2014-2015 CIP Budget which was approved by City Council with the additions of tree plantings on N. Dixie Hwy and Monroe Street.

- Time-of-sale Inspections

Mr. Green stated he met with the building official and that Keith Woodcock, Building Official will be putting the information together and will come to the next meeting to present it to the Commissioners.

- Nonconforming use Expiration

Mr. Swallow stated that after 6 months of no use/abandonment you lose your status. He also stated that he had contacted legal and that are trying to address the issue of intent to abandon.

Commissioner Roberts stated that he has concerns about properties that have become rental without the City's knowledge and wondered how the City finds these properties.

Mr. Swallow responded that it is hard to catch that unless they would pull a permit for something and then one of the City Inspectors would see that the property is not a single family dwelling anymore, or if a citizen would call in to report it to the City.

6. **New Business**

Goals & Objectives Section of Master Plan

Mr. Swallow handed out a Historic Resources Goals & Strategies to the Commissioners and asked them to go through the goals and rate them in order of importance and the Commission can go over them at the next meeting.

7. **ASPR Committee Update**

Mr. Green updated the board about the following cases.

- **SPL AD 14-001 - 3600 E. Front Street**

This case is an upgrade to a Cell Tower. They want to change out the antennas. This case was approved.

- **SPL AD 14-002 - 611 N. Telegraph Road**

This is Koraleski Flowers and they put up there temporary structure every year in the Nortel Lanes parking lot. This case was approved.

- **SPL AD 14-003 - 545 N. Telegraph Road**

This case is at the former Block Buster site and would divide the building into four units for various businesses. This case was approved with conditions.

8. **Communications**

A letter from Councilman John Iacoangeli requesting the board change their monthly meeting day from Monday to Wednesday, due to a prior work commitment, so that he could make the meetings since he is the liaison to the Commission.

Motion by Commissioner Hall to accept the letter and place on file. Second by Commissioner Lamour.

Motion passed (7 yes-2 abstain Miller and Smith).

9. **Commissioner Comment**

Secretary Caldwell requested a cost analysis and review of a fee schedule and report of the Rental Inspection program.

Chairman Miller asked Mr. Swallow if there could be a session with the Commissioners to go over the rights of the Commission.

Mr. Swallow stated that they could set up something, but that this board just makes recommendations to forward to City Council. This Commission does not have the power to increase/decrease fees.

10. **Staff Comments**

Mr. Swallow commented to the Commission about Resilient Monroe meeting Thursday, March 13, 2014 and is looking to the Commission for someone to volunteer to set on the panel. Commissioner Hall Volunteered.

11. **Public Comment**

None

12. **Planning-Related Articles**

- *A Lesson for Detroit in Efforts to Aid a New Orleans Devastated by Katrina;* www.nytimes.com; February 22, 2014.
- *Flint Mayor Dayne Walling Declares \$70 Million "War on Blight,"* blog.mlive.com; March 3, 2014.
- *Providence City Planners Unveil First Comprehensive Zoning Update in 20 Years;* www.providencejournal.com; March 4, 2014
- *Supersize Your Development;* www.ecori.org.

13. **Adjournment**

Commissioner Hall made the motion "To adjourn." Seconded by Commissioner Swartz.

Motion passed unanimously.

myr 3.14.14 / jlg: 3.5.14



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: 2014 CURB REPLACEMENT AND RESURFACING PROGRAM – REPORT ON BIDS RECEIVED

DISCUSSION: Bids for this project were opened on June 9 by the Clerk-Treasurer. There were three (3) bidders, and a bid tabulation and breakdown of costs by work location are attached for your review. The project as bid consists of work in the following locations:

- Location A: East Sixth Street – full curb replacement and 3” milling and resurfacing – Monroe to Scott
- Location B: West Sixth Street – spot curb replacement and 3” milling and resurfacing – Union to Monroe
- Location C: East Third Street – spot base repairs and deep strength resurfacing – Eastchester to Almyra
- Location D: Jones Avenue – spot milling and 3” resurfacing – 222 Jones to approx. 200 feet east
- Location E: East Front Street – milling and 3” resurfacing – Washington to Macomb
- Location F: South Macomb Street – milling and 3” resurfacing – Fifth to Fourth
- Location G: Lincoln Avenue – spot milling and 3” resurfacing – east half of roadway – Willow to Noble
- Location H: Smith Street – milling and 3” resurfacing – Third to Second

The low bidder for the work is Cadillac Asphalt, LLC of Canton, Michigan. Their low bid of \$509,248.58 is 8.2% above the Engineer's Estimate of \$470,658.45. Cadillac has performed work for the City of Monroe in the past both on Federally-funded and City-funded contracts, most recently as a subcontractor for the resurfacing of East First Street between Winchester and Conant in 2010. Since they are an MDOT pre-qualified contractor and based on their past experience, we feel that they are capable of performing this project satisfactorily. While the project low bid was significantly above the estimated costs, this project was bid early in the season, and drew the interest of enough of our typical bidders such that we do not feel there would be any advantage in re-bidding this project.

Funding for locations A, and B was allocated through the 2014-15 Capital Improvements Program (CIP). The remaining work locations were identified by staff following this past winter as locations that experienced significant deterioration over this past season's extremely harsh winter, in most cases requiring excessive cold patching to maintain. In recognition of this, \$100,000 (instead of the typical \$50,000) was funded in each of the Major and Local Street Fund surface maintenance items for the budget year beginning July 1, 2014. While this money is also intended to be used for the annual slurry sealing and crack sealing program (bids due June 25), these funds are available for use at this time on these heavier maintenance locations bid through this contract. Locations A, C, D, E, F, and H are Major Streets, whereas Locations B and G are Local Streets. Unfortunately, since the bids exceeded the estimated costs, at present there is insufficient funding to complete all work as contemplated in the bid without transferring some monies in from both Major and Local Street Fund reserves. After review with the Finance Director, there is sufficient funding to do so without jeopardizing cash flow and allowing for unforeseen emergencies, and the exact amount of the transfers is detailed in the financial detail on the next page. Additional transfers may be needed following the bidding of the 2014 Bituminous Pavement Maintenance Program (crack and slurry sealing), which we intend to place in front of Council for award on July 7. Lastly, it should be noted that typically contracts such as this will include a 15% contingency to account for unforeseen conditions. In this case, to ensure that pricing was secured for typical "add on" items where a location was not yet specified, "provisional" pay items were bid that were not assigned to any location. These \$19,600 in costs are figured into the contractor bids, but do not need to be appropriated a second time as part of the contingencies to reach the usual 15% figure. All work will be undertaken in fiscal year 2014-15.

IT IS RECOMMENDED that the City Council award a contract for the 2014 Curb Replacement and Resurfacing Program to Cadillac Asphalt, LLC in the amount of \$509,248.58, that a total of \$563,000 be encumbered to include a 15% project contingency, and that the Finance Director be authorized to make the necessary transfers as shown in the financial details. **IT IS FURTHER RECOMMENDED** that the Mayor and Clerk-Treasurer be authorized to sign the contracts on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: Contract work can commence as soon as the contracts are finalized.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

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

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$563,000
	Cost of This Project Approval	\$563,000
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	East Sixth Resurfacing	202-60.451-818.020 15M02	\$170,300*
	West Sixth Resurfacing	203-60.451-818.020 15L03	\$247,000**
	East Third Resurfacing	202-60.464-818.020	\$45,900***
	Jones Resurfacing	202-60.464-818.020	\$14,400***
	East Front Resurfacing	202-60.464-818.020	\$28,200***
	South Macomb Resurfacing	202-60.464-818.020	\$22,700***
	Smith Resurfacing	202-60.464-818.020	\$15,300***
	Lincoln Resurfacing	203-60.464-818.020	\$19,200

*Requires transfer of \$10,300 from Major Street Fund reserves

**Requires transfer of \$27,000 from Local Street Fund reserves

***These projects together require transfer of \$26,500 from Major Street Fund reserves

Other Funds

Budget Approval: 

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 06/09/2014

REVIEWED BY: 

DATE:

COUNCIL MEETING DATE: June 16, 2014

2014 CURB REPLACEMENT AND RESURFACING - BID TABULATION				ENGINEER'S ESTIMATE		1 - CADILLAC ASPHALT, L.L.C.		2 - AL'S ASPHALT PAVING COMPANY		3 - BARRETT PAVING MATERIALS, INC.	
ITEM NO.	DESCRIPTION	NO. OF UNITS	UNITS	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	R&D CURB & GUTTER	2772.0	LFT	\$ 8.00	\$ 22,176.00	\$ 12.00	\$ 33,264.00	\$ 10.25	\$ 28,413.00	\$ 14.50	\$ 40,184.00
2	R&D SIDEWALK	2526.5	SFT	\$ 1.00	\$ 2,526.50	\$ 1.40	\$ 3,537.10	\$ 1.05	\$ 2,652.83	\$ 2.50	\$ 6,316.25
3	R&D PAVEMENT & APPROACH	1211.6	SYD	\$ 12.00	\$ 14,539.20	\$ 12.00	\$ 14,539.20	\$ 2.50	\$ 3,028.70	\$ 10.00	\$ 12,115.60
4	COLD MILL PAVEMENT	15167.0	SYD	\$ 2.25	\$ 34,125.75	\$ 2.25	\$ 34,125.75	\$ 3.50	\$ 53,084.50	\$ 3.40	\$ 51,567.80
5	SUBGRADE MANIPULATION	908.0	SYD	\$ 5.00	\$ 4,540.00	\$ 12.00	\$ 10,896.00	\$ 7.25	\$ 6,583.00	\$ 19.00	\$ 17,252.00
6	EARTH EXCAVATION	100.0	SYD	\$ 20.00	\$ 2,000.00	\$ 20.00	\$ 2,000.00	\$ 13.00	\$ 1,300.00	\$ 11.00	\$ 1,100.00
7	SUBGRADE UNDERCUTTING	25.0	CYD	\$ 25.00	\$ 625.00	\$ 30.00	\$ 750.00	\$ 35.00	\$ 875.00	\$ 25.00	\$ 625.00
8	ADJUST VALVE BOX	4.0	EA	\$ 300.00	\$ 1,200.00	\$ 250.00	\$ 1,000.00	\$ 350.00	\$ 1,400.00	\$ 500.00	\$ 2,000.00
9	ADJUST, CLEAN, & PLASTER	22.0	EA	\$ 750.00	\$ 16,500.00	\$ 600.00	\$ 13,200.00	\$ 800.00	\$ 17,600.00	\$ 700.00	\$ 15,400.00
10	CLEAN & PLASTER STRUCTURE	2.0	EA	\$ 500.00	\$ 1,000.00	\$ 600.00	\$ 1,200.00	\$ 425.00	\$ 850.00	\$ 250.00	\$ 500.00
11	RECONSTRUCT STRUCTURE	1.0	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,250.00	\$ 1,250.00	\$ 800.00	\$ 800.00	\$ 1,100.00	\$ 1,100.00
12	ABANDON STRUCTURE	1.0	EA	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 350.00	\$ 350.00	\$ 250.00	\$ 250.00
13	R&D STRUCTURE	4.0	EA	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00	\$ 1,000.00	\$ 4,000.00	\$ 450.00	\$ 1,800.00
14	F&I 2' DIA. STRUCTURE	4.0	EA	\$ 1,750.00	\$ 7,000.00	\$ 2,000.00	\$ 8,000.00	\$ 3,000.00	\$ 12,000.00	\$ 1,300.00	\$ 5,200.00
15	F&I 4' DIA. STRUCTURE	1.0	EA	\$ 2,250.00	\$ 2,250.00	\$ 2,500.00	\$ 2,500.00	\$ 3,250.00	\$ 3,250.00	\$ 2,000.00	\$ 2,000.00
16	F&I #1040 WATERTIGHT EJ CASTING	9.0	EA	\$ 500.00	\$ 4,500.00	\$ 500.00	\$ 4,500.00	\$ 585.00	\$ 5,265.00	\$ 800.00	\$ 7,200.00
17	F&I #1040 EJ CASTING	4.0	EA	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00	\$ 585.00	\$ 2,340.00	\$ 425.00	\$ 1,700.00
18	F&I #7045 EJ CASTING	7.0	EA	\$ 750.00	\$ 5,250.00	\$ 500.00	\$ 3,500.00	\$ 585.00	\$ 4,095.00	\$ 600.00	\$ 4,200.00
19	F&I #7065 EJ CASTING	1.0	EA	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00	\$ 585.00	\$ 585.00	\$ 500.00	\$ 500.00
20	F&I 12" R.C.P. STORM SEWER	30.0	LFT	\$ 100.00	\$ 3,000.00	\$ 100.00	\$ 3,000.00	\$ 100.00	\$ 3,000.00	\$ 130.00	\$ 3,900.00
21	F&I 12" PVC STORM SEWER	10.0	LFT	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00	\$ 80.00	\$ 800.00	\$ 175.00	\$ 1,750.00
22	TAP EXISTING STRUCTURE	1.0	EA	\$ 300.00	\$ 300.00	\$ 500.00	\$ 500.00	\$ 300.00	\$ 300.00	\$ 200.00	\$ 200.00
23	RECONNECT CURB DRAIN	1.0	EA	\$ 250.00	\$ 250.00	\$ 1,500.00	\$ 1,500.00	\$ 300.00	\$ 300.00	\$ 200.00	\$ 200.00
24	F&I 6" CONCRETE PAVEMENT & APPROACH	481.7	SYD	\$ 32.00	\$ 15,414.40	\$ 34.00	\$ 16,377.80	\$ 38.50	\$ 18,545.45	\$ 36.00	\$ 17,341.20
25	F&I 8" CONCRETE PAVEMENT & APPROACH	576.8	SYD	\$ 35.00	\$ 20,188.00	\$ 42.00	\$ 24,225.60	\$ 46.00	\$ 26,500.80	\$ 42.00	\$ 24,225.60
26	F&I 6" CONCRETE ADA RAMP	1280.7	SFT	\$ 10.00	\$ 12,807.00	\$ 8.00	\$ 10,245.60	\$ 12.50	\$ 16,008.75	\$ 8.00	\$ 10,245.60
27	F&I 4" CONCRETE SIDEWALK	1005.7	SFT	\$ 4.00	\$ 4,022.80	\$ 4.20	\$ 4,224.24	\$ 5.25	\$ 5,279.94	\$ 4.00	\$ 4,022.80
28	F&I MDOT 21A STONE	218.0	TON	\$ 25.00	\$ 5,450.00	\$ 30.00	\$ 6,540.00	\$ 25.00	\$ 5,450.00	\$ 30.00	\$ 6,540.00
29	F&I CONTROLLED DENSITY BACKFILL	10.0	CYD	\$ 100.00	\$ 1,000.00	\$ 30.00	\$ 300.00	\$ 150.00	\$ 1,500.00	\$ 150.00	\$ 1,500.00
30	F&I SPOT CURB & GUTTER	543.0	LFT	\$ 25.00	\$ 13,575.00	\$ 18.00	\$ 9,774.00	\$ 32.00	\$ 17,376.00	\$ 28.00	\$ 15,204.00
31	F&I MDOT F-4 CURB & GUTTER	2229.0	LFT	\$ 12.00	\$ 26,748.00	\$ 14.50	\$ 32,320.50	\$ 25.00	\$ 55,725.00	\$ 20.50	\$ 45,694.50
32	F&I HAND PATCH	25.0	TON	\$ 200.00	\$ 5,000.00	\$ 150.00	\$ 3,750.00	\$ 125.00	\$ 3,125.00	\$ 120.00	\$ 3,000.00
33	F&I MDOT 13A BIT. PAVE. BASE	48.0	TON	\$ 75.00	\$ 3,600.00	\$ 150.00	\$ 7,200.00	\$ 68.00	\$ 3,264.00	\$ 85.00	\$ 4,080.00
34	F&I MDOT 13A BIT. PAVE. LEVELING	1536.0	TON	\$ 75.00	\$ 115,200.00	\$ 73.00	\$ 112,128.00	\$ 68.00	\$ 104,448.00	\$ 79.00	\$ 121,344.00
35	F&I MDOT 13A BIT. PAVE. WEARING	1340.0	TON	\$ 75.00	\$ 100,500.00	\$ 77.00	\$ 103,180.00	\$ 69.00	\$ 91,120.00	\$ 81.00	\$ 108,540.00
36	F&I 4" WHITE WATERBORNE PVMT. MRKG.	212.0	LFT	\$ 1.00	\$ 212.00	\$ 0.50	\$ 106.00	\$ 0.75	\$ 159.00	\$ 0.50	\$ 106.00
37	F&I 4" YELLOW WATERBORNE PVMT. MRKG.	910.0	LFT	\$ 1.00	\$ 910.00	\$ 0.50	\$ 455.00	\$ 0.75	\$ 682.50	\$ 0.50	\$ 455.00
38	F&I 24" WHITE STOP BAR, COLD PLASTIC	100.0	LFT	\$ 5.00	\$ 500.00	\$ 9.25	\$ 925.00	\$ 10.00	\$ 1,000.00	\$ 10.00	\$ 1,000.00
39	F&I WHITE CROSSWALK, 60" x 24", SPECIAL	100.0	SFT	\$ 5.00	\$ 500.00	\$ 9.25	\$ 925.00	\$ 10.00	\$ 1,000.00	\$ 90.00	\$ 1,000.00
40	TRAFFIC CONTROL - LOCATION A	1.0	LS	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00	\$ 6,500.00	\$ 6,500.00
41	SITE RESTORATION - LOCATION A	1.0	LS	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00	\$ 13,000.00	\$ 13,000.00
42	TRAFFIC CONTROL - LOCATION B	1.0	LS	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00
43	SITE RESTORATION - LOCATION B	1.0	LS	\$ 1,000.00	\$ 1,000.00	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00	\$ 5,600.00	\$ 5,600.00
44	TRAFFIC CONTROL - LOCATION C	1.0	LS	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00
45	SITE RESTORATION - LOCATION C	1.0	LS	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,950.00	\$ 1,950.00
46	TRAFFIC CONTROL - LOCATION D	1.0	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ 100.00
47	SITE RESTORATION - LOCATION D	1.0	LS	\$ 500.00	\$ 500.00	\$ 1.00	\$ 1.00	\$ 2,500.00	\$ 2,500.00	\$ 100.00	\$ 100.00
48	TRAFFIC CONTROL - LOCATION E	1.0	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 350.00	\$ 350.00
49	SITE RESTORATION - LOCATION E	1.0	LS	\$ 250.00	\$ 250.00	\$ 1.00	\$ 1.00	\$ 2,500.00	\$ 2,500.00	\$ 100.00	\$ 100.00
50	TRAFFIC CONTROL - LOCATION F	1.0	LS	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 350.00	\$ 350.00
51	SITE RESTORATION - LOCATION F	1.0	LS	\$ 250.00	\$ 250.00	\$ 1.00	\$ 1.00	\$ 2,500.00	\$ 2,500.00	\$ 100.00	\$ 100.00
52	TRAFFIC CONTROL - LOCATION G	1.0	LS	\$ 500.00	\$ 500.00	\$ 4,000.00	\$ 4,000.00	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ 100.00
53	SITE RESTORATION - LOCATION G	1.0	LS	\$ 250.00	\$ 250.00	\$ 1.00	\$ 1.00	\$ 2,500.00	\$ 2,500.00	\$ 100.00	\$ 100.00
54	TRAFFIC CONTROL - LOCATION H	1.0	LS	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ 100.00
55	SITE RESTORATION - LOCATION H	1.0	LS	\$ 250.00	\$ 250.00	\$ 1.00	\$ 1.00	\$ 2,500.00	\$ 2,500.00	\$ 100.00	\$ 100.00
			TOTAL		\$ 470,656.45		\$ 538,248.58		\$ 537,656.51		\$ 576,418.75

2014 CURB REPLACEMENT AND RESURFACING - BREAKDOWN OF PAY ITEMS PER LOCATION

ITEM NO.	DESCRIPTION	UNIT PRICE	UNITS	PROJECT COSTS									TOTAL ALL LOCATIONS	
				E. SIXTH	W. SIXTH	E. THIRD	JONES	E. FRONT	S. MACOMB	LINCOLN	SMITH	PROVIS.		
1	R&D CURB & GUTTER	\$ 10.00	LFT	\$20,890.00	\$5,430.00	\$1,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,720.00
2	R&D SIDEWALK	\$ 1.40	SFT	\$2,417.10	\$1,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,537.10
3	R&D PAVEMENT & APPROACH	\$ 12.00	SYD	\$4,554.00	\$7,848.00	\$2,136.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,538.00
4	COLD MILL PAVEMENT	\$ 2.25	SYD	\$4,817.00	\$18,495.00	\$1,296.00	\$1,458.00	\$2,587.50	\$2,137.50	\$1,800.00	\$1,734.75	\$0.00	\$0.00	\$34,125.75
5	SUBGRADE MANIPULATION	\$ 12.00	SYD	\$0.00	\$5,664.00	\$5,232.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,896.00
6	EARTH EXCAVATION	\$ 20.00	SYD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00
7	SUBGRADE UNDERCUTTING	\$ 30.00	CYD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750.00	\$750.00
8	ADJUST VALVE BOX	\$ 250.00	EA	\$0.00	\$750.00	\$0.00	\$0.00	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00
9	ADJUST, CLEAN, & PLASTER STRUCTURE	\$ 600.00	EA	\$1,800.00	\$6,600.00	\$1,200.00	\$0.00	\$1,200.00	\$2,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,200.00
10	CLEAN & PLASTER STRUCTURE	\$ 500.00	EA	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$1,000.00
11	RECONSTRUCT STRUCTURE	\$ 1,250.00	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,250.00	\$1,250.00
12	ABANDON STRUCTURE	\$ 500.00	EA	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
13	R&D STRUCTURE	\$ 500.00	EA	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00
14	F&I 2' DIA. STRUCTURE	\$ 2,000.00	EA	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000.00
15	F&I 4' DIA. STRUCTURE	\$ 2,500.00	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00
16	F&I #1040 WATERTIGHT EJ CASTING	\$ 500.00	EA	\$1,500.00	\$2,500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,500.00
17	F&I #1040 EJ CASTING	\$ 500.00	EA	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00
18	F&I #7045 EJ CASTING	\$ 500.00	EA	\$2,000.00	\$500.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,500.00
19	F&I #7065 EJ CASTING	\$ 500.00	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$500.00
20	F&I 12" R.C.P. STORM SEWER	\$ 100.00	LFT	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$3,000.00
21	F&I 12" PVC STORM SEWER	\$ 100.00	LFT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00
22	TAP EXISTING STRUCTURE	\$ 500.00	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$500.00
23	RECONNECT CURB DRAIN	\$ 1,500.00	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$1,500.00
24	F&I 8" CONCRETE PAVEMENT & APPROACH	\$ 34.00	SYD	\$10,189.60	\$6,188.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,377.60
25	F&I 8" CONCRETE PAVEMENT & APPROACH	\$ 42.00	SYD	\$3,351.60	\$19,824.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$24,225.60
26	F&I 6" CONCRETE ADA RAMP	\$ 8.00	SFT	\$3,845.60	\$6,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,245.60
27	F&I 4" CONCRETE SIDEWALK	\$ 4.25	SFT	\$4,274.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,274.25
28	F&I MDOT 21A STONE	\$ 30.00	TON	\$0.00	\$0.00	\$3,540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$6,540.00
29	F&I CONTROLLED DENSITY BACKFILL	\$ 30.00	CYD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00	\$300.00
30	F&I SPOT CURB & GUTTER	\$ 18.00	LFT	\$0.00	\$9,774.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,774.00
31	F&I MDOT F-4 CURB & GUTTER	\$ 14.50	LFT	\$30,000.50	\$0.00	\$2,320.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,320.50
32	F&I HAND PATCH	\$ 150.00	TON	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,750.00	\$3,750.00
33	F&I MDOT 13A BIT. PAVE. BASE	\$ 150.00	TON	\$0.00	\$0.00	\$7,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,200.00
34	F&I MDOT 13A BIT. PAVE. LEVELING	\$ 73.00	TON	\$18,498.00	\$90,060.00	\$4,088.00	\$4,745.00	\$8,395.00	\$6,935.00	\$5,840.00	\$5,621.00	\$0.00	\$0.00	\$112,128.00
35	F&I MDOT 13A BIT. PAVE. WEARING	\$ 77.00	TON	\$17,402.00	\$52,206.00	\$3,696.00	\$5,505.00	\$8,655.00	\$6,006.00	\$5,082.00	\$4,928.00	\$0.00	\$0.00	\$103,180.00
36	F&I 4" WHITE WATERBORNE PVMT. MRKG.	\$ 0.50	LFT	\$11.00	\$0.00	\$0.00	\$0.00	\$95.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$106.00
37	F&I 4" YELLOW WATERBORNE PVMT. MRKG.	\$ 0.50	LFT	\$0.00	\$0.00	\$0.00	\$130.00	\$325.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$455.00
38	F&I 24" WHITE STOP BAR, COLD PLASTIC	\$ 9.25	LFT	\$925.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$925.00
39	F&I WHITE CROSSWALK, 60" x 24", SPECIAL	\$ 9.25	SFT	\$0.00	\$0.00	\$0.00	\$0.00	\$925.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$925.00
40	TRAFFIC CONTROL - LOCATION A	\$ 10,000.00	LS	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00
41	SITE RESTORATION - LOCATION A	\$ 3,500.00	LS	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,500.00
42	TRAFFIC CONTROL - LOCATION B	\$ 5,000.00	LS	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00
43	SITE RESTORATION - LOCATION B	\$ 3,500.00	LS	\$0.00	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,500.00
44	TRAFFIC CONTROL - LOCATION C	\$ 5,000.00	LS	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00
45	SITE RESTORATION - LOCATION C	\$ 1,500.00	LS	\$0.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00
46	TRAFFIC CONTROL - LOCATION D	\$ 1,000.00	LS	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00
47	SITE RESTORATION - LOCATION D	\$ 1.00	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00
48	TRAFFIC CONTROL - LOCATION E	\$ 1,500.00	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00
49	SITE RESTORATION - LOCATION E	\$ 1.00	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00
50	TRAFFIC CONTROL - LOCATION F	\$ 1,000.00	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00
51	SITE RESTORATION - LOCATION F	\$ 1.00	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00
52	TRAFFIC CONTROL - LOCATION G	\$ 4,000.00	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00
53	SITE RESTORATION - LOCATION G	\$ 1.00	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00	\$0.00	\$0.00	\$0.00	\$1.00
54	TRAFFIC CONTROL - LOCATION H	\$ 1,000.00	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00
55	SITE RESTORATION - LOCATION H	\$ 1.00	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00	\$0.00	\$0.00	\$1.00
BASE COSTS PER LOW BID				\$148,075.00	\$214,805.00	\$39,938.00	\$12,534.00	\$24,558.50	\$19,729.50	\$16,723.00	\$13,284.75	\$19,800.00	\$509,248.50	
ENCUMBERED COSTS INC. 15% CONTINGENCY				\$170,287.20	\$247,025.75	\$45,926.70	\$14,414.10	\$28,242.28	\$22,688.93	\$19,231.45	\$15,277.48	\$22,540.00	\$666,636.84	



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM MERCY MEMORIAL CANCER CONNECTION FOR PERMISSION TO HOLD THE 5K RUN FOR HOPE ON SEPTEMBER 6, 2014

DISCUSSION: The City received a request from Karen Whitmire on behalf of the Mercy Memorial Cancer Connection for permission to hold the 5K *Run for Hope* on September 6, 2014 from 8:00 a.m. – 1:00 p.m. Specifically the request is to hold a 5K Run/walk event beginning at Food Town Supermarket at 211 N. Telegraph Road, through the Manor neighborhood, and ending at the Supermarket, and that all fees to hold the event be waived.

The request was reviewed by the administrative staff and there were no objections subject to special event application, all insurance requirements are met, proper permits are obtained, that **they provide a volunteer at each intersection to watch traffic and make adjustments as needed, a sketch of the site layout in the Food Town parking lot be provided 2 weeks prior to the event**, and receipt of deposit in full of estimated costs no later than 14 days prior to event.

The Police Department has no objections to the event and there is no need for police presence at this event. The Squad Supervisor will be informed of the event so they can make periodic checks of this event.

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

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, Planning, and Manager

FINANCES

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office **DATE:** 6/9/14
REVIEWED BY: **DATE:**
COUNCIL MEETING DATE: 6/16/14

RECEIVED

MAY 21 2014

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

BUILDING DEPARTMENT
City of Monroe, Mich

Name of Applicant (Organization): Mercy Memorial Cancer Connection

Contact Person: Karen Whitmore, RN

Address: Monroe Cancer Center
800 Stewart Road, Monroe, MI 48162

Phone: 734-240-866 or 734-240-5400 Fax: 734-240-8867

Dates Requested: September 6, 2014

Location Requested: City Park Private Property Public Property

PROJECT LOCATION (Address): 211 N. Telegraph Ad, Monroe, MI 48162
+ surrounding subdivisions

PROPERTY OWNER INFORMATION

Name: Food Town Supermarket

Address: 211 N. Telegraph Rd, Monroe, MI 48162

Phone: 734-241-7667 Fax: _____

EVENT DESCRIPTION: Run for Hope

5K Run/Walk to raise funds for Cancer Connection,
a non profit organization who helps Monroe County
Cancer Patients with non medical needs: transportation,
nutrition, durable medical needs. Event runs 8th 1st with
Short program and run/walk.

TYPE OF BUSINESS ON SITE: Retail

Application Fee	\$ 150.00
\$20.00 wk	\$
Total Fee	\$

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

OWNER: Rami Dako

DATE: 5/20/14

APPLICANT: Karen Whitmore

DATE: May 20, 2014



Cancer Connection

800 Stewart Road
Monroe, Michigan 48162
(734) 240-5400

mercymemorial.org

May 21, 2014

Corporate Connection
(734) 240-4150

Home Respiratory
(734) 240-8888

HomeCare Connection
(734) 240-1717

Hospice of Monroe
(734) 240-8940

Macomb Pharmacy
(734) 240-4100

Monroe Cancer Center
(734) 240-1800

Nursing Center
(734) 240-1820

Outpatient Behavioral
Health Services
(734) 240-1760

Outpatient Surgery
Center
(734) 240-1900

Outreach Services
Diagnostic Center
(734) 240-4127

Rehabilitation Center
(734) 240-1950

Services in Dundee
(734) 240-3000
(866) 403-8900

Sleep Disorders
Centers
(888) 664-4968

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

Dear Mayor Clark and Council Members,

Cancer Connection is respectfully requesting that ALL FEES pertaining to the use of the Food Town Supermarket and the subdivision directly behind the store for the Mercy Memorial CANCER CONNECTION's 5K "RUN FOR HOPE" fundraising event be waived. The fundraising event is scheduled to begin on Saturday September 6, 2014 it will begin at 7AM with set up and end at 1PM. Attached you will find the fundraising event outline.

Cancer Connection is a 501c3 non-profit organization unique to Monroe County and the envy of cancer patients throughout the state. Cancer Connection, a "United Way of Monroe" sponsored agency, provides several much-needed services to Monroe County residents who are battling cancer. Serving the Monroe community since 2003, Cancer Connection provides assistance to over 300 residents annually. A few of our most frequently requested services are: FREE transportation to cancer treatment appointments within 50 miles of Monroe, FREE Nutritional supplements and FREE Medical Equipment such as wheelchairs and shower benches. Cancer Connection is able to provide each of our clients' with services at no charge due to the financial support of these fund raising events, as well as private donations and events hosted by local businesses and schools.

As with every fundraising event we host, we look to area businesses to sponsor our events to pay for the event expenses, thus ensuring that every penny raised during the event will go directly to Cancer Connection's programs and services. We are requesting that **the fees paid to the City of Monroe be waived** and instead are permitted to be used to financially support the continued good work for our neighbors, the cancer patients and survivors across Monroe County.

Your consideration is greatly appreciated.

Sincerely,

Karen Whitmire, RN
Fundraising Co-Chairman

RECEIVED

MAY 23 2014

MAYOR'S OFFICE

Supported by



**Mercy Memorial Cancer Connection
RUN FOR HOPE
5K Run/ Walk to Support Monroe County Cancer Patients
Food Town Supermarket Parking Lot
September 6, 2014**

September 5, 2014

**Distribution of informational flyers to resident along the course.
Set up Tents and Port- a – Potty Area**

September 6, 2014

**07:00 AM Set up Parking Lot for Registration and mark course,
place cones at intersection and set up stations.**

08:00 AM Registration day of begins

09:00 AM Welcome

09:05 AM Rules and Directions are reviewed

09:10 to

**09:30 AM A short program with blessing, and Letters to Heaven
Balloon Release and a short testimonial from a
survivor to encourage runners to run for hope**

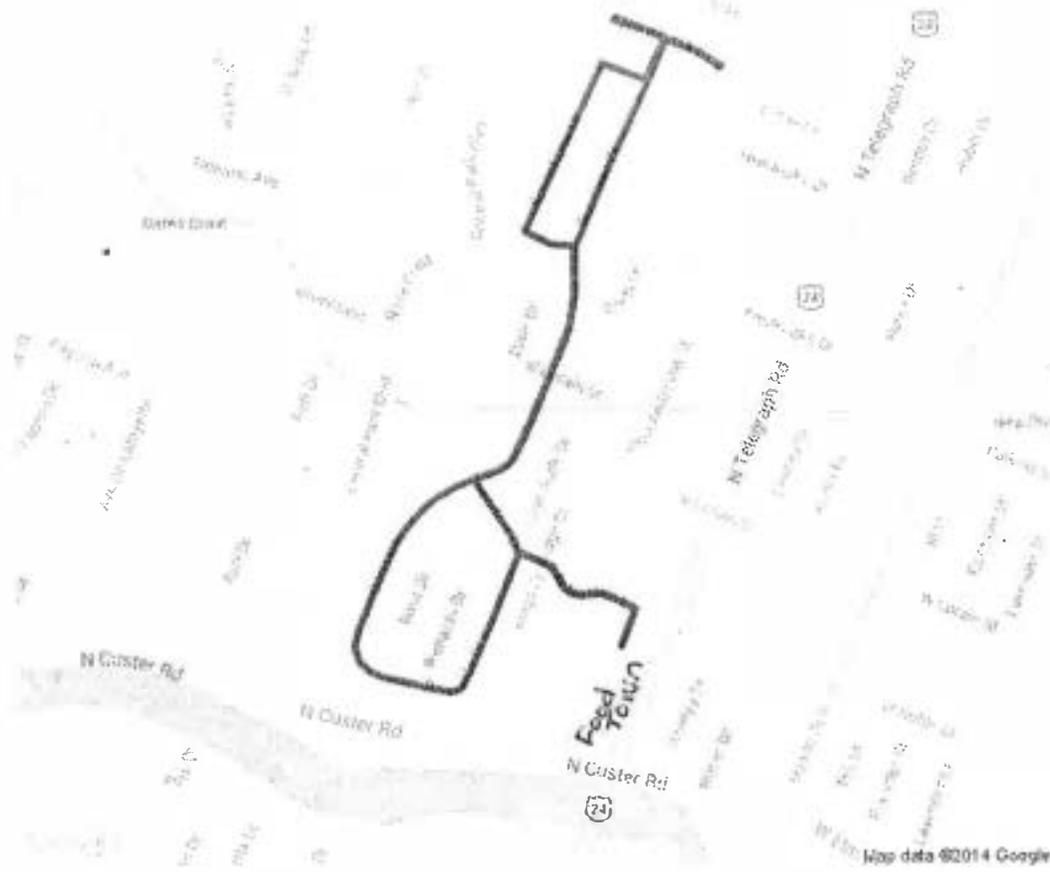
09:31 AM Walkers will begin

10:00 AM Runners begin

12:00 PM Award ceremony begins

12:30 PM Clean up begins

Blacktop Bash 2013 - Monroe, MI, USA Running Route created by A2rm



City of Monroe

120 E. First Street

Monroe, MI 48161-2169

(734) 384-9186

Building Department

Invoice For Permit: PBD-14-0209

Date: 05/23/2014

Pay by Account In Full



Pay by Account In Full

\$ 75.00

MERCY MEMORIAL CANCER CONNECTION

800 Stewart Road

Monroe MI 48162

Invoice Number	Permit Number	Address	Amount Due
00041401	PBD-14-0209	211 N TELEGRAPH RD	\$ 75.00



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

Total Amount Due	\$ 75.00
------------------	-----------------

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

Received From:
KAREN WHITMIRE

Date: 05/23/2014
Time: 1:14:47 PM
Receipt: 540613
Cashier: scarroll
Workstation: Drawer: 1

ITEM REFERENCE	AMOUNT
BDINV Building Dept. Inv	
00041401	\$75.00
TOTAL	\$75.00
CHECKS 3989	\$75.00
Total Tendered:	\$75.00
Change:	\$0.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/22/2014

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

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

PRODUCER Marsh Management Services Cayman Ltd. Governors Square, Building 4, 2nd Floor 23 Lime Tree Bay Ave, P.O. Box 1051 Grand Cayman KY1-1102 490628--GL-2014	CONTACT NAME: PHONE (A/C, No., Ext): E-MAIL: ADDRESS:		FAX (A/C, No.):
	INSURER(S) AFFORDING COVERAGE INSURER A: M TRUST ASSURANCE COMPANY, LTD		NAIC #
INSURED Mercy Memorial Hospital Corporation 718 North Macomb Street Monroe, MI 48162	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CHI-004467673-10 **REVISION NUMBER:** 5

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			MTAC 4114-1	04/01/2014	04/01/2015	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$7,000,000 PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATU-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Mercy Memorial Hospital Corporation is insured as stated above and the City of Monroe is an Additional Insured as respects the Cancer Connection, Run for Hope to begin in the Foodtown Parking Lot at 211 N Telegraph Rd., Monroe, MI 48162 on Saturday, September 6, 2014.

CERTIFICATE HOLDER City of Monroe 120 E. First Street Monroe, MI 48161	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



Cancer Connection

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mercymemorial.org

May 21, 2014

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Rehabilitation Center
(734) 240-1950

Services in Dundee
(734) 240-3000
(866) 403-8900

Sleep Disorders
Centers
(888) 664-4968

To Whom it May Concern:

Mercy Memorial Cancer Connection is a 501c3 nonprofit Tax ID number is 38-1984289.
If you have any questions or concerns please contact Karen Whitmire, RN at 240-8866.

Karen Whitmire, RN
Co-Chairman
Fund Raising Committee
Cancer Connection

Supported by





CITY COUNCIL AGENDA FACT SHEET

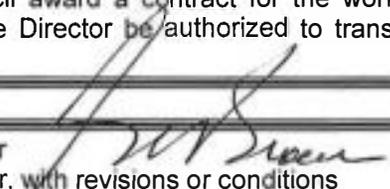
RELATING TO: INSTALLATION OF NEW PUBLIC SANITARY SEWER – SEWER SAD #232 - WEST FOURTH STREET BETWEEN HUBBLE AND HARRISON STREETS – SPECIAL ASSESSMENT RESOLUTION NUMBER 5

DISCUSSION: The homes fronting the 200 and 300 blocks of West Fourth Street lack a public sanitary sewer, except most of those immediately adjacent to the corners of Hubble, Smith, and Harrison Streets. Over the years, the Wastewater Department has been made aware of numerous issues with the various shared private sewer lines serving these homes, but the situation worsened significantly in November 2011, when extremely heavy rains caused a number of flooding issues within the City. During this time period, the shared private sewer line now known to be serving 312, 311, 219, and 220 West Fourth and 404 Smith experienced a catastrophic failure, resulting in some property owners having to pump raw sewage out of their basements and into the roadway. Though the most acute defect was mitigated immediately after, the age and condition of the various private lines in the area demand a permanent resolution, and after extensive review and project design, the Engineering Department is now ready to award a contract for the installation of a new public sanitary sewer. In addition, due to the extensive pavement removal activities needed for this work and the present poor condition of the roadway, these two blocks will be replaced in new 8" concrete as well. Both the roadway work and the Wastewater Fund share of the sanitary sewer work have been funded through the 2014-15 Capital Improvements Program, with funding available on July 1 of this year. The City Charter provides for the installation of public sewers at the discretion of the City Council and provides for recovery of most of the cost by a Special Assessment against the benefiting properties. By Charter, a minimum of one-sixth of the project costs are borne by the Wastewater Fund. However, since the properties in the district have historically shared various private lines, they have still paid system depreciation and debt charges to the Wastewater Fund, and in consideration of this, the Wastewater Fund share of the assessable project costs is instead proposed to be 50%, consistent with other recent projects. The remaining share of the costs is then divided among the benefitting properties on a Residential Equivalent Unit (REU) basis, where each residential dwelling unit accounts for one share. It should be noted that 7 of the 8 corner lots already have direct taps to a public main, and are not included in the district.

Bids were opened by the Clerk-Treasurer on Friday, May 23. There were two (2) bidders, and a bid tabulation has been attached. The low bidder is G.V. Cement Contracting, Co. of Brownstown Township. Their low bid of \$216,034.65 is 5.4% below the Engineer's Estimate of \$228,398.60, though the items associated with the sanitary sewer work were slightly above the estimate on balance. As a result, the estimated per-REU cost of \$4,725.85 has increased to \$4,825.14, a 2% increase. We have worked with G.V. Cement before, and thought they have never performed sanitary sewer installation for the City before, they did install more than 800 feet of storm sewer last year as a part of the Lavender Street paving project, so we feel they could complete this project successfully. As before, a map of the proposed district has been attached with this fact sheet, as well as cost breakdowns for both the sanitary sewer component and the overall costs (including roadway paving and storm sewer replacement that will be paid 100% by the City), and a breakdown of the proposed assessments between properties in the district. It should be noted that the bid documents actually included 2 pay quantities with over-estimations on the paving portion that were not caught until after bid opening as noted on the attached spreadsheets, so the bid amount should actually be reduced by \$28,400, and thus no additional contingencies need to be appropriated, and the contract amount can be reduced by this amount after the award. Lastly, since the private lead routings serving the homes on these blocks are very complicated, a set of construction plans has been attached, which color-codes the location of the existing public mains, proposed new public main and leads, and the location of the different private sewer lines as verified by the Engineering and Wastewater Department staff. Since this project was not petitioned by the property owners, it is classified as a City-Council initiated project and final confirmation must be by a minimum 5-2 vote.

IT IS RECOMMENDED that the attached Resolution 5 be adopted, and that Sewer Special Assessment District 232 be confirmed. **IT IS FURTHER RECOMMENDED** that the City Council award a contract for the work to G.V. Cement Contracting Co. in the amount of \$216,034.65, and that the Finance Director be authorized to transfer the necessary funding as listed in the financial detail below.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible.

REASON FOR DEADLINE:

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

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

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$234,543.32*
	Cost of This Project Approval	\$N/A
	Related Annual Operating Cost	\$N/A
	Increased Revenue Expected/Year	\$N/A

*Includes all project costs, after adjustment of (\$28,400) for errors in bidding for control density backfill and hand patching items. Total corrected contractual amount is \$187,634.65, contingencies of 10% would be an additional \$18,763.47, engineering costs at 15% would be an additional \$28,145.20 for all project work. Proportion of engineering costs attributed to sanitary sewer work would be charged to Special Assessment District 232.

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	West Fourth Resurfacing	203-60.451-818.020 15L02 (Constr.)	\$96,001.46*
	West Fourth Resurfacing	203-60.451-825.005 15L02 (Eng.)	\$13,091.11**
	West Fourth Sanitary	590-75.529-973.000 15Z05 (Constr.)	\$110,399.30***
	West Fourth Sanitary	590-75.529-825.005 15Z05 (Eng.)	\$15,054.45***

Other Funds

*Requires transfer of \$26,001.46 from Local Street Surface Maintenance account (203-60.464-818.020)

**Requires transfer of \$3,091.11 from Local Street Surface Maintenance account (203-60.464-818.020)

***Requires transfer of \$5,054.45 from contractual account (590-75.529-973.000 15Z05) to engineering account (590-75.529-825.005) within same project code. Special assessment component of this project will be subsequently collected from account 590-81.400-672.000 15Z05 as assessments are paid.

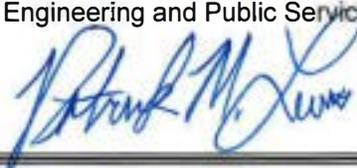
Budget Approval: 

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 06/10/14

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: June 16, 2014



RESOLUTION NO. 5

WHEREAS, June 16, 2014 was the meeting set for the hearing of objections or suggestions on the assessment roll for the installation of a sanitary sewer of adequate size to service some or all of the properties located on West Fourth Street between Hubble Street and Harrison Street, known and designated as Sewer Special Assessment District 232, in which there is levied against the benefiting properties, the sum of \$62,726.82; and

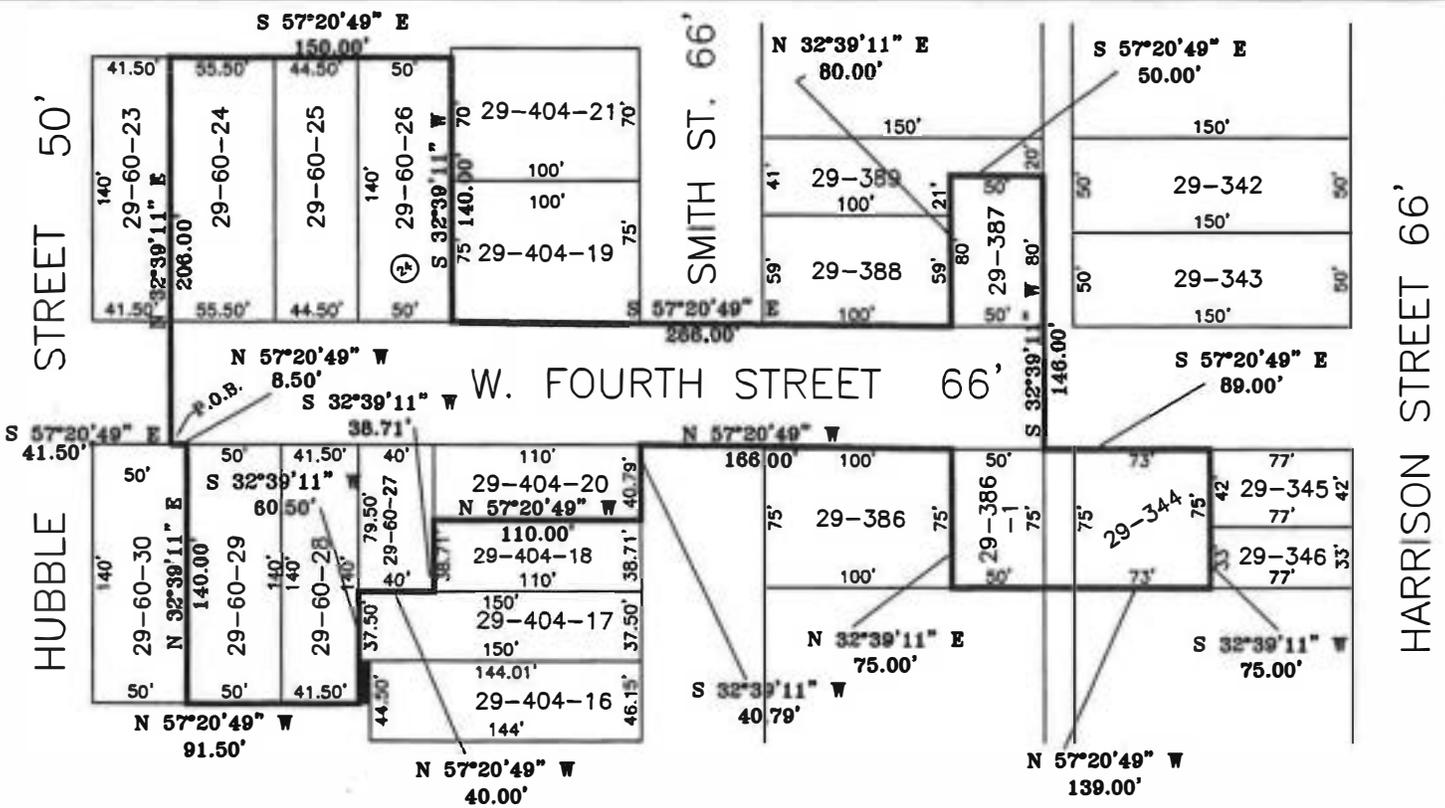
WHEREAS, there are no objections to the assessment roll presently on file in the Clerk-Treasurer's Office; and

WHEREAS, the public hearing on the assessment roll is being held June 16, 2014 at 7:30 P.M. in the City Council Chambers, providing an additional opportunity for affected property owners to review the revised assessable costs; therefore, be it

RESOLVED, that said roll be and hereby is confirmed in all aspects, and be it further;

RESOLVED, that said roll be divided into ten (10) equal annual installments, the first installment being due and payable now; the second installment due and payable One (1) year from the date; the third installment due and payable in Two (2) years from the date; the fourth installment due and payable in Three (3) years from the date; the fifth installment due and payable in Four (4) years from the date; the sixth installment due and payable in Five (5) years from the date; the seventh installment due and payable in Six (6) years from the date; the eighth installment due and payable Seven (7) from the date; the ninth installment due and payable Eight (8) years from the date; and the tenth installment due and payable in Nine (9) years from the date together with interest on such installment at the rate of 3.30% per annum, payable therefrom, from the date of confirmation of said special assessment roll, and be it further;

RESOLVED, the City Clerk-Treasurer be and hereby is directed to attach his warrant to said roll, pursuant to the provisions of the Charter, and that the City Clerk-Treasurer be instructed in said warrant to make his return upon each installment within sixty (60) days from the time the same shall be delivered for his collection.



SANITARY SEWER SPECIAL ASSESSMENT DISTRICT NO. 232

Commencing at the easterly right-of-way of Hubble Street (50' R/W) and the southerly right-of-way West Fourth Street (66' R/W);
 thence S 57°20'49" E 41.50 feet to the point of beginning;
 thence N 32°39'11" E 206.00 feet; thence S 57°20'49" E 150.00 feet;
 thence S 32°39'11" W 140.00 feet; thence S 57°20'49" E 266.00 feet;
 thence N 32°39'11" E 80.00 feet; thence S 57°20'49" E 50.00 feet;
 thence S 32°39'11" W 146.00 feet; thence S 57°20'49" E 89.00 feet;
 thence S 32°39'11" W 75.00 feet; thence N 57°20'49" W 139.00 feet;
 thence N 32°39'11" E 75.00 feet; thence N 57°20'49" W 166.00 feet;
 thence S 32°39'11" W 40.79 feet; thence N 57°20'49" W 110.00 feet;
 thence S 32°39'11" W 38.71 feet; thence N 57°20'49" W 40.00 feet;
 thence S 32°39'11" W 60.50 feet; thence N 57°20'49" W 91.50 feet;
 thence N 32°39'11" E 140.00 feet;
 thence N 57°20'49" W 8.50 feet to the point of beginning.



SCALE 1" = 100'

REVISIONS		
NO.	DRAWN BY:	DATE:
DWG. OF RECORD		
DATE: _____		

CITY OF MONROE, MICHIGAN
 ENGINEERING DEPARTMENT
 W. FOURTH STREET SANITARY SEWER
 SPECIAL ASSESSMENT DISTRICT NO. 232
 HUBBLE STREET TO SMITH STREET

SCALE: 1"=100' FILE NO. A-XXX
 DATE: APRIL 2014 SHEET NO. 1 OF 1

APPROVED: _____
 CITY ENGINEER

WEST FOURTH STREET SANITARY SEWER AND PAVING - BID TABULATION				ENGINEER'S ESTIMATE		1 - GV CEMENT CONTRACTING, INC.		2 - SALENBIEN PROPERTIES, LLC	
ITEM NO.	DESCRIPTION	NO. OF UNITS	UNITS	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	R&D CURB & GUTTER	1123.8	LFT	\$ 12.00	\$ 13,485.60	\$ 6.50	\$ 7,304.70	\$ 10.00	\$ 11,238.00
2	R&D SIDEWALK	899.7	SFT	\$ 2.00	\$ 1,799.40	\$ 1.00	\$ 899.70	\$ 2.00	\$ 1,799.40
3	R&D EXST'G. PAVEMENT	1105.3	SYD	\$ 10.00	\$ 11,053.00	\$ 6.50	\$ 7,184.45	\$ 12.00	\$ 13,263.60
4	R&D EXST'G ST. SEWER	62.5	LFT	\$ 25.00	\$ 1,562.50	\$ 15.00	\$ 937.50	\$ 14.00	\$ 875.00
5	R&D EXST'G STRUCTURE	5.0	EA	\$ 1,000.00	\$ 5,000.00	\$ 450.00	\$ 2,250.00	\$ 500.00	\$ 2,500.00
6	F&I 4' DIA STRUCTURE	4.0	EA	\$ 2,000.00	\$ 8,000.00	\$ 1,500.00	\$ 6,000.00	\$ 2,400.00	\$ 9,600.00
7	F&I 2' DIA. INLET	2.0	EA	\$ 1,500.00	\$ 3,000.00	\$ 1,300.00	\$ 2,600.00	\$ 1,800.00	\$ 3,600.00
8	TAP EXISTING STRUCTURE	2.0	EA	\$ 500.00	\$ 1,000.00	\$ 400.00	\$ 800.00	\$ 800.00	\$ 1,600.00
9	F&I ROCK (PROVISIONAL)	20.0	CYD	\$ 150.00	\$ 3,000.00	\$ 250.00	\$ 5,000.00	\$ 100.00	\$ 2,000.00
10	F&I 8" SDR 35 PVC SANITARY MAIN OR STORM	479.0	LFT	\$ 55.00	\$ 26,345.00	\$ 68.00	\$ 32,572.00	\$ 52.00	\$ 24,908.00
11	F&I 8"x6" PVC WYE	10.0	EA	\$ 100.00	\$ 1,000.00	\$ 550.00	\$ 5,500.00	\$ 200.00	\$ 2,000.00
12	F&I 6" SDR 35 PVC SANITARY MAIN	165.0	LFT	\$ 50.00	\$ 8,250.00	\$ 40.00	\$ 6,600.00	\$ 68.00	\$ 11,220.00
13	RECONNECT SANITARY SERVICE	8.0	EA	\$ 500.00	\$ 4,000.00	\$ 500.00	\$ 4,000.00	\$ 1,200.00	\$ 9,600.00
14	CUT & CAP SANITARY SEWER	3.0	EA	\$ 500.00	\$ 1,500.00	\$ 350.00	\$ 1,050.00	\$ 250.00	\$ 750.00
15	F&I 12" RCP STORM SEWER MAIN	80.0	LFT	\$ 85.00	\$ 6,800.00	\$ 60.00	\$ 4,800.00	\$ 42.00	\$ 3,360.00
16	ADJUST VALVE BOX	3.0	EA	\$ 300.00	\$ 900.00	\$ 150.00	\$ 450.00	\$ 250.00	\$ 750.00
17	ADJUST, CLEAN, & PLASTER STRUCTURE	2.0	EA	\$ 750.00	\$ 1,500.00	\$ 350.00	\$ 700.00	\$ 650.00	\$ 1,300.00
18	F & I EJIW #1040 WATERTIGHT CASTING (SANITARY)	4.0	EA	\$ 750.00	\$ 3,000.00	\$ 550.00	\$ 2,200.00	\$ 500.00	\$ 2,000.00
19	F&I EJIW #1040 CASTING (STORM)	1.0	EA	\$ 750.00	\$ 750.00	\$ 450.00	\$ 450.00	\$ 500.00	\$ 500.00
20	F & I EJIW #7045 CASTING	3.0	EA	\$ 750.00	\$ 2,250.00	\$ 550.00	\$ 1,650.00	\$ 500.00	\$ 1,500.00
21	F&I CONTROL DENSITY BACKFILL	540.0	CYD	\$ 90.00	\$ 48,600.00	\$ 70.00	\$ 37,800.00	\$ 80.00	\$ 43,200.00
22	SUBGRADE UNDERCUTTING	50.0	CYD	\$ 25.00	\$ 1,250.00	\$ 18.00	\$ 900.00	\$ 32.00	\$ 1,600.00
23	SUBGRADE MANIPULATION	1355.3	SYD	\$ 5.00	\$ 6,776.50	\$ 5.00	\$ 6,776.50	\$ 4.00	\$ 5,421.20
24	F&I 6" CONCRETE PAVEMENT	168.9	SYD	\$ 32.00	\$ 5,404.80	\$ 33.00	\$ 5,573.70	\$ 40.00	\$ 6,756.00
25	F&I 8" CONCRETE PAVEMENT W/INTEGRAL CURB	1186.4	SYD	\$ 35.00	\$ 41,524.00	\$ 36.00	\$ 42,710.40	\$ 42.00	\$ 49,828.80
26	F&I 4" CONCRETE SIDEWALK	508.2	SFT	\$ 4.00	\$ 2,032.80	\$ 3.50	\$ 1,778.70	\$ 5.00	\$ 2,541.00
27	F&I 6" CONCRETE ADA RAMP	391.5	SFT	\$ 10.00	\$ 3,915.00	\$ 18.00	\$ 7,047.00	\$ 14.00	\$ 5,481.00
28	F&I BITUMINOUS HAND PATCH	58.0	TON	\$ 150.00	\$ 8,700.00	\$ 250.00	\$ 14,500.00	\$ 180.00	\$ 10,440.00
29	TRAFFIC CONTROL	1.0	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 5,500.00	\$ 5,500.00
30	SITE RESTORATION	1.0	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 12,000.00	\$ 12,000.00
			TOTAL		\$ 228,398.60		\$ 216,034.65		\$ 247,132.00

Note: Line item pricing in BOLD print represent differences between mathematical computation and bid form. Computed amounts shall govern.

Low Bid Cost Breakdown

WEST FOURTH STREET SANITARY SEWER AND PAVING - ALL WORK ITEMS				LOW BID COSTS	
ITEM NO.	DESCRIPTION	NO. OF UNITS	UNITS	UNIT PRICE	COST
1	R&D CURB & GUTTER	1123.8	LFT	\$ 6.50	\$ 7,304.70
2	R&D SIDEWALK	899.7	SFT	\$ 1.00	\$ 899.70
3	R&D EXST'G. PAVEMENT	1105.3	SYD	\$ 6.50	\$ 7,184.45
4	R&D EXST'G ST. SEWER	62.5	LFT	\$ 15.00	\$ 937.50
5	R&D EXST'G STRUCTURE	5.0	EA	\$ 450.00	\$ 2,250.00
6	F&I 4' DIA STRUCTURE	4.0	EA	\$ 1,500.00	\$ 6,000.00
7	F&I 2' DIA. INLET	2.0	EA	\$ 1,300.00	\$ 2,600.00
8	TAP EXISTING STRUCTURE	2.0	EA	\$ 400.00	\$ 800.00
9	F&I ROCK (PROVISIONAL)	20.0	CYD	\$ 250.00	\$ 5,000.00
10	F&I 8" SDR 35 PVC SANITARY MAIN OR STORM	479.0	LFT	\$ 68.00	\$ 32,572.00
11	F&I 8"x6" PVC WYE	10.0	EA	\$ 550.00	\$ 5,500.00
12	F&I 6" SDR 35 PVC SANITARY MAIN	165.0	LFT	\$ 40.00	\$ 6,600.00
13	RECONNECT SANITARY SERVICE	8.0	EA	\$ 500.00	\$ 4,000.00
14	CUT & CAP SANITARY SEWER	3.0	EA	\$ 350.00	\$ 1,050.00
15	F&I 12" RCP STORM SEWER MAIN	80.0	LFT	\$ 60.00	\$ 4,800.00
16	ADJUST VALVE BOX	3.0	EA	\$ 150.00	\$ 450.00
17	ADJUST, CLEAN, & PLASTER STRUCTURE	2.0	EA	\$ 350.00	\$ 700.00
18	F & I EJIW #1040 WATERTIGHT CASTING (SANITARY)	4.0	EA	\$ 550.00	\$ 2,200.00
19	F&I EJIW #1040 CASTING (STORM)	1.0	EA	\$ 450.00	\$ 450.00
20	F & I EJIW #7045 CASTING	3.0	EA	\$ 550.00	\$ 1,650.00
21*	F&I CONTROL DENSITY BACKFILL	270.0	CYD	\$ 70.00	\$ 18,900.00
22	SUBGRADE UNDERCUTTING	50.0	CYD	\$ 18.00	\$ 900.00
23	SUBGRADE MANIPULATION	1355.3	SYD	\$ 5.00	\$ 6,776.50
24	F&I 6" CONCRETE PAVEMENT	168.9	SYD	\$ 33.00	\$ 5,573.70
25	F&I 8" CONCRETE PAVEMENT W/INTEGRAL CURB	1186.4	SYD	\$ 36.00	\$ 42,710.40
26	F&I 4" CONCRETE SIDEWALK	508.2	SFT	\$ 3.50	\$ 1,778.70
27	F&I 6" CONCRETE ADA RAMP	391.5	SFT	\$ 18.00	\$ 7,047.00
28**	F&I BITUMINOUS HAND PATCH	20.0	TON	\$ 250.00	\$ 5,000.00
29	TRAFFIC CONTROL	1.0	LS	\$ 3,000.00	\$ 3,000.00
30	SITE RESTORATION	1.0	LS	\$ 3,000.00	\$ 3,000.00
				CONSTRUCTION COST	\$ 187,634.65
				CONSTRUCTION COST TOTAL	\$ 187,634.65
				CONTINGENCIES (10%)	\$ 18,763.47
				ENGINEERING (15%)	\$ 28,145.20
				PROJECT TOTAL COST	\$ 234,543.32
	*Original bid quantity was 540 CYD, double-counted so only 270 CYD is actually needed				
	**Original bid quantity was 58 TON, only 20 TON actually needed.				

Low Bid Cost Breakdown

WEST FOURTH STREET SANITARY SEWER AND PAVING - SANITARY SEWER COSTS ONLY				LOW BID COSTS	
ITEM NO.	DESCRIPTION	NO. OF UNITS	UNITS	UNIT PRICE	COST
2	R&D SIDEWALK	473.9	SFT	\$ 1.00	\$ 473.85
6	F&I 4' DIA STRUCTURE	4.0	EA	\$ 1,500.00	\$ 6,000.00
8	TAP EXISTING STRUCTURE	2.0	EA	\$ 400.00	\$ 800.00
9	F&I ROCK (PROVISIONAL)	20.0	CYD	\$ 250.00	\$ 5,000.00
10	F&I 8" SDR 35 PVC SANITARY MAIN	471.0	LFT	\$ 68.00	\$ 32,028.00
11	F&I 8"x6" PVC WYE	10.0	EA	\$ 550.00	\$ 5,500.00
12	F&I 6" SDR 35 PVC SANITARY MAIN	165.0	LFT	\$ 40.00	\$ 6,600.00
13	RECONNECT SANITARY SERVICE	8.0	EA	\$ 500.00	\$ 4,000.00
14	CUT & CAP SANITARY SEWER	3.0	EA	\$ 350.00	\$ 1,050.00
18	F & I EJIW #1040 WATERTIGHT CASTING	4.0	EA	\$ 550.00	\$ 2,200.00
21	F&I CONTROL DENSITY BACKFILL	270.0	CYD	\$ 70.00	\$ 18,900.00
26	F&I 4" CONCRETE SIDEWALK	168.9	SFT	\$ 3.50	\$ 591.15
29	TRAFFIC CONTROL	1.0	LS	\$ 3,000.00	\$ 3,000.00
30	SITE RESTORATION	1.0	LS	\$ 3,000.00	\$ 3,000.00
X	*ALLOWANCE FOR TRENCH PAVEMENT REPLACEMENT	1.0	LS	\$ 11,220.00	\$ 11,220.00
	*(SYD of trench pavement replacement due to sanitary but absorbed in new road - SYD unit cost equal to sum of items 1 and 25 on roadway estimate for 264.0 SYD of area)				
				CONSTRUCTION COST	\$ 100,363.00
				CONSTRUCTION COST TOTAL	\$ 100,363.00
				CONTINGENCIES (10%)	\$ 10,036.30
				ENGINEERING (15%)	\$ 15,054.45
				PROJECT TOTAL COST	\$ 125,453.75
	(ASSESSABLE COSTS ARE 50% OF TOTAL SANITARY COSTS)			ASSESSABLE COSTS	\$ 62,726.82
				RESIDENTIAL EQUIV. UNITS	13
				ASSESSMENT PER REU	\$ 4,825.14

Low Bid Cost Breakdown

WEST FOURTH STREET SANITARY SEWER AND PAVING - PAVING COSTS ONLY				LOW BID COSTS	
ITEM NO.	DESCRIPTION	NO. OF UNITS	UNITS	UNIT PRICE	COST
1	R&D CURB & GUTTER	1123.8	LFT	\$ 6.50	\$ 7,304.70
2	R&D SIDEWALK	425.8	SFT	\$ 1.00	\$ 425.80
3	R&D EXST'G. PAVEMENT	1105.3	SYD	\$ 6.50	\$ 7,184.45
4	R&D EXST'G ST. SEWER	62.5	LFT	\$ 15.00	\$ 937.50
5	R&D EXST'G STRUCTURE	5.0	EA	\$ 450.00	\$ 2,250.00
7	F&I 2' DIA. INLET	2.0	EA	\$ 1,300.00	\$ 2,600.00
10	F&I 8" SDR 35 PVC SANITARY MAIN OR STORM	8.0	LFT	\$ 68.00	\$ 544.00
15	F&I 12" RCP STORM SEWER MAIN	80.0	LFT	\$ 60.00	\$ 4,800.00
16	ADJUST VALVE BOX	3.0	EA	\$ 150.00	\$ 450.00
17	ADJUST, CLEAN, & PLASTER STRUCTURE	2.0	EA	\$ 350.00	\$ 700.00
19	F&I EJIW #1040 CASTING (STORM)	1.0	EA	\$ 450.00	\$ 450.00
20	F & I EJIW #7045 CASTING	3.0	EA	\$ 550.00	\$ 1,650.00
21*	F&I CONTROL DENSITY BACKFILL	0.0	CYD	\$ 70.00	\$ -
22	SUBGRADE UNDERCUTTING	50.0	CYD	\$ 18.00	\$ 900.00
23	SUBGRADE MANIPULATION	1355.3	SYD	\$ 5.00	\$ 6,776.50
24	F&I 6" CONCRETE PAVEMENT	168.9	SYD	\$ 33.00	\$ 5,573.70
25	F&I 8" CONCRETE PAVEMENT W/INTEGRAL CURB	1186.4	SYD	\$ 36.00	\$ 42,710.40
26	F&I 4" CONCRETE SIDEWALK	340.0	SFT	\$ 3.50	\$ 1,190.00
27	F&I 6" CONCRETE ADA RAMP	391.5	SFT	\$ 18.00	\$ 7,047.00
28**	F&I BITUMINOUS HAND PATCH	20.0	TON	\$ 250.00	\$ 5,000.00
X	*ALLOWANCE FOR TRENCH PAVEMENT REPLACEMENT	1.0	LS	\$ (11,220.00)	\$ (11,220.00)
				CONSTRUCTION COST	\$ 87,274.05
				CONSTRUCTION COST TOTAL	\$ 87,274.05
				CONTINGENCIES (10%)	\$ 8,727.41
				ENGINEERING (15%)	\$ 13,091.11
				PROJECT TOTAL COST	\$ 109,092.57
	*Original bid quantity was 270 CYD attributed to roadway / storm items, none of this quantity is actually needed				
	**Original bid quantity was 58 TON, only 20 TON actually needed.				

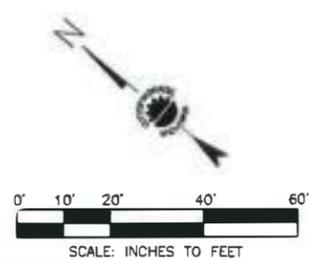
SEWER SPECIAL ASSESSMENT DISTRICT 232 - ASSESSMENT BREAKDOWN
Based on low bids

PARCEL ID	PROPERTY ADDRESS	OWNER NAME	OWNER ADDRESS	OWNER CITY	REUs	ASSESSMENT
29-00060-024	322 W. Fourth Street	Church, Joel	322 W. Fourth Street	Monroe, MI 48161	1	\$4,825.14
29-00060-025	318 W. Fourth Street	Brown, Charles / Deborah	318 W. Fourth Street	Monroe, MI 48161	1	\$4,825.14
29-00060-026	312 W. Fourth Street	Sowards, William L.	312 W. Fourth Street	Monroe, MI 48161	1	\$4,825.14
29-00060-027	311 W. Fourth Street	Marcero, Jonathon & Donald J.	311 W. Fourth Street	Monroe, MI 48161	1	\$4,825.14
29-00060-028	317 W. Fourth Street	Brown, Ricky & Helen	2703 Nadeau Road	Monroe, MI 48162	1	\$4,825.14
29-00060-029	321 W. Fourth Street	Sauro, Joseph W.	309 W. Third St., Apt. 1	Monroe, MI 48161	3	\$14,475.42
29-00344-000	211 W. Fourth Street	Braden, Rachel Ann	211 W. Fourth Street	Monroe, MI 48161	2	\$9,650.28
29-00386-001	219 W. Fourth Street	Kurtz, Mary E.	13510 Cambridge, Apt. 208	Southgate, MI 48195	1	\$4,825.14
29-00387-000	220 W. Fourth Street	Ourilan, Jack	220 W. Fourth Street	Monroe, MI 48161	1	\$4,825.14
29-00404-020	404 Smith Street	Davis, James & Jacqueline	404 Smith Street	Monroe, MI 48161	1	\$4,825.14
TOTAL					13	\$62,726.82
					COST PER REU	\$4,825.14

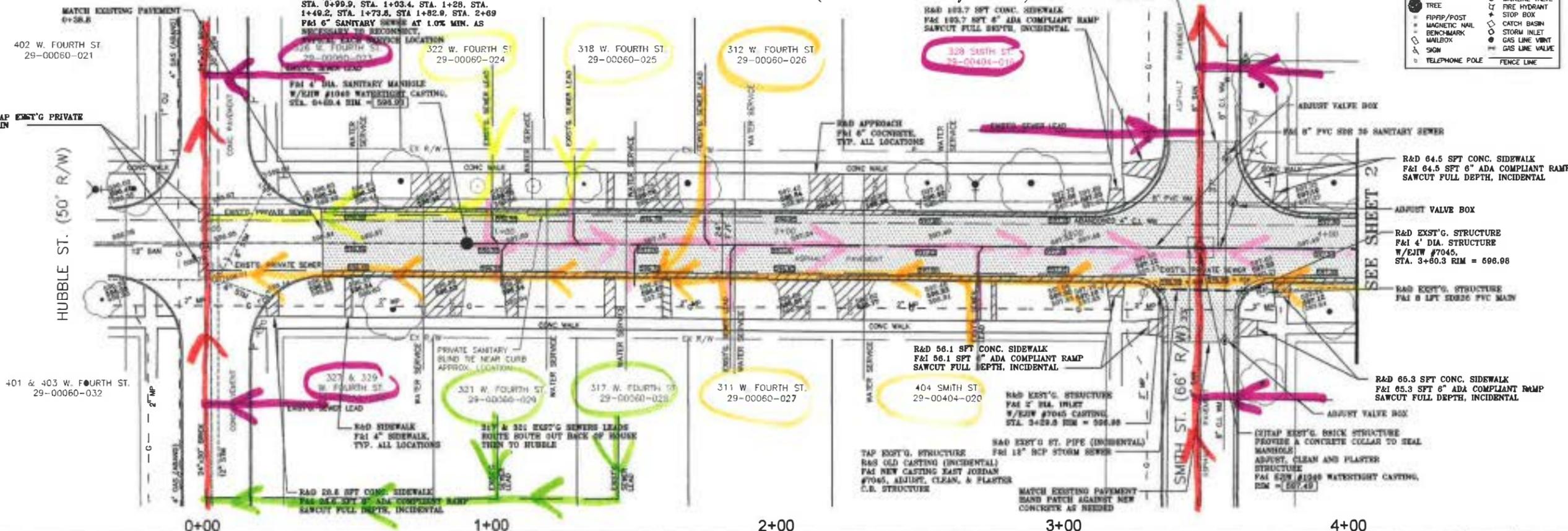
W FOURTH ST (66' R/W)

MATCH EXISTING PAVEMENT
HAND PATCH AGAINST NEW
CONCRETE AS NEEDED

LEGEND	
●	SHRUB
○	MANHOLE
○	TREE
○	MAINLINE VALVE
○	BENCHMARK
○	STOP BOX
○	CATCH BASIN
○	STORM INLET
○	GAS LINE VENT
○	GAS LINE VALVE
○	TELEPHONE POLE
—	FENCE LINE



NOTES:
CONTRACTOR SHALL LOCATE & VERIFY ALL SERVICE LEADS IN THE FIELD DURING INSTALLATION. INCIDENTAL THE SERVICE LEADS COULD NOT BE CONFIRMED BY TELEVISION THE SANITARY SEWER DUE TO THE POOR CONDITION OF THE SANITARY SEWER.
TAPS AT MAIN ARE PER PLAN STATIONING, LEAD ROUTING UNKNOWN.
AT ADDRESSES LISTED BELOW, THE CONTRACTOR IS REQUIRED TO RECONNECT THE EXST'G. SANITARY LEAD TO THE NEW LEAD:
404 SMITH ST.
311 W. 4TH
312 W. 4TH
316 W. 4TH
322 W. 4TH
AT ADDRESSES LISTED BELOW, THE CONTRACTOR IS REQUIRED TO RUN A NEW LEAD TO 3' BEYOND BACK OF CURB AND CAP WITH WATER TIGHT CAP:
317 W. 4TH
321 W. 4TH
ADDRESSES LISTED BELOW, ARE NOT INCLUDED IN THIS PROJECT, HAVE EXST'G LEADS TO A PUBLIC SAN. SEWER:
324 SMITH ST.
326 W. 4TH
327/329 W. 4TH



	REMOVE & DESPOSE ROADWAY PAVEMENT PER TYPICAL CROSS SECTION
	REMOVE & DESPOSE F&I CONCRETE DRIVE OR SIDEWALK REPLACE IN 6\"/>
	EXISTING ELEVATION
	PROPOSED ELEVATION, GUTTER AND C.I.

STATION	DESCRIPTION	ELEVATION	REMARKS
598	ANT REMOVAL OF ABANDON 4" C.I. W.W. FOR INSTALLATION OF ANY NEW STORM OR SANITARY SEWER MAINS OR MANHOLES WILL BE INCIDENTAL.		
596	Existing Public Main		
594	Proposed New Public Main		
592	Not in District - Tie in on N/S frontage		
590	Private System A		
588	Private System B		
586	Private System C		
584	Private System D		

STATION	ELEVATION	REMARKS
0+00	598.0	PROPOSED CENTERLINE 0+00.0 TO 0+50.0 BLEND TO MATCH 0+50 TO 2+50 @ +0.10% (GUTTERS @ MIN. 0.3%) 2+50 TO 3+00 @ +0.3% 3+00 TO 4+00 VARIES
1+00	598.0	
2+00	598.0	
3+00	598.0	
4+00	598.0	

NO.	DATE	BY	REVISIONS

CITY OF MONROE, MICHIGAN
ENGINEERING DEPARTMENT
W FOURTH ST
SANITARY SEWER AND PAVING
HUBBLE ST TO HARRISON ST
SCALE: 1"=20'
1"=2"
DATE: MAY, 2014
FILE NO. F-
SHEET NO. 1 OF 2
APPROVED: _____
CITY ENGINEER

DWG. OF RECORD
DATE: _____



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: SUNSET PUMP STATION GRINDING UNIT REPLACEMENT – WASTEWATER DEPARTMENT

DISCUSSION: The Wastewater Department requests to replace the existing influent sewage grinding unit (channel monster) at the Sunset Pump Station. The grinding unit is used to breakdown / reduce the size of solids and debris that enter the sewer system in an effort to maintain system integrity, efficient pumping operations and reduce pump clogging. Recently the grinding unit has failed causing the regional sized pump station to operate inefficiently and has been clogging pumps. The grinding unit has been removed, evaluated and it is determined that the unit will need to be repaired / upgraded. The grinding unit is a patented piece of equipment with an industry name “Channel Monster” and is made by JWC Environmental. JWC Environmental is the inventor, owner and manufacturer of this product. Attached is a quote from JWC Environmental care of Hamlett Environmental Technologies Company to repair and upgrade the Channel Monster grinding unit. Also, attached is a letter from JWC Environmental indicating Hamlett Environmental Technologies Company as being the exclusive JWC Environmental municipal representative for Michigan. The quoted price and letter from JWC Environmental are current. The Wastewater Department requests that JWC Environmental care of Hamlett Environmental Technologies Company be considered the sole source provider to repair and upgrade the Channel Monster grinding unit and for this purchase to be made without bids. The Sunset Pump Station is a regional pump station serving almost all of Frenchtown Charter Township where maintaining effective and efficient operation is vital to reduce operational costs while maintaining system integrity.

It is recommended to repair and upgrade the existing Channel Monster grinding unit by purchasing from JWC Environmental care of Hamlett Environmental Technologies Company per their quote # 20400 dated May 20, 2014 to re-establish the intended pump station operation and efficiencies. Wastewater staff will install the repaired / upgraded grinding unit once the unit has been received. The attached quote includes all labor, transportation, equipment, shipping & material costs to repair and upgrade the existing Channel Monster grinding unit for a total price of \$23,861.20. Adequate funding has been budgeted as part of the overall Fiscal Year 2013-2014 budget.

IT IS RECOMMENDED that a purchase order in the amount of \$23,861.20 and a total amount of \$25,000.00 be encumbered to include a 5% contingency, be issued to JWC Environmental care of Hamlett Environmental Technologies Company to repair and upgrade the existing Channel Monster grinding unit used at the Sunset Pump Station per their quote # 20400 dated May 20, 2014 to re-establish the intended pump station operation and efficiencies and that the bid process be waived. **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 (if needed).

CITY MANAGER RECOMMENDATION:

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

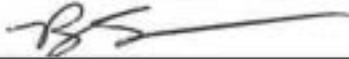
APPROVAL DEADLINE: ASAP

REASON FOR DEADLINE: Re-establish the efficient operation of the Sunset Pump Station, reduce operational costs, and maintain system integrity.

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 25,000.00
Cost of This Project Approval	\$ 25,000.00
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

City	Account Number	Amount
Maintenance-Equipment	59075530 933000	\$ 25,000.00

Other Funds

Budget Approval:



FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** June 9, 2014

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: June 16, 2014



Northeast Region Sales
544 Forest Ln.
Perry Twps., PA 19555
Phone: 925-580-1829

Date: June 6, 2014

To: Whom it may concern

Subject: Sole Source for Muffin Monster/ Parts

JWC Environmental is the inventor and owner of the Muffin Monster®, Channel Monster®, Auger Monster®, Screenings Washer Monster™, Honey Monster™ and Monster Screening Systems™. We hold numerous patents and trademarks on these products.

JWC Environmental is the sole manufacturer of these products and the exclusive source for service parts for this equipment.

Hamlett Environmental is the exclusive JWC Environmental municipal representative for Michigan.

Please feel free to contact me at **(714-618-4914)** or **(marcb@jwce.com)** if we can provide any additional information.

Sincerely,

A handwritten signature in cursive script that reads "Marc Beaudry".

Marc Beaudry
Eastern Sales Operations Manager

The **Monster** Family is Growing
www.jwce.com/headworks



East Coast Service Center
 4485 Commerce Drive, Suite 109
 Buford, GA 30518-3473, USA
 Phone: 949 833-3888
 Toll Free: 800 331-2277
 Fax: 770 925-9406

Customer: 5036249A
 Jennifer Zelski
 Monroe, City Of
 120 East First Street
 Monroe, MI 48161-2169
 USA

Quote Number: 20400
Quote Date: 05/20/2014
Terms: NET 30 DAYS
Pricing: Valid 60 Days
Freight Terms: Buford, GA
Delivery: 6-8 Weeks ARO

517-294-7512

jenz@hamlettenvironmental.com

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Line	Description	Qty	Unit Price	Extended Price
1	CDD4016-AD-Upgrade Return Expected Return Grinder SN: 102579-1-1	1	\$0.00	\$0.00
2	CDD4016-XDS-2.0-Upgrade 11Cam Cutters 1:1 Stack Hardened Alloy STL Buna N Elastomers With Coil Drums Motor Type Electric Less Motor Less Reducer Less Spool Grinder SN: 102579-1-1-01 ***** Paint Epoxy Green *****	1	\$23,861.20	\$23,861.20
3	Upgrade Return Georgia	1	\$0.00	\$0.00
4	Shipping & Handling	1	\$0.00	\$0.00

Please verify serial # and model # are correct.

Total \$23,861.20

Explanation of Service Programs:

- EXCHANGE PROGRAM:** To minimize grinder down time, Muffin Monster owners can order a factory reconditioned cutter cartridge in exchange for your grinder requiring reconditioning. Once you receive your Exchange send the old grinder back to one of our Service Center within 30 days to activate your Warranty. Freight is included on all Exchange price quotes
- REPAIR PROGRAM:** You can elect to send your grinder to one of our Service Centers and we will Repair your grinder. First, call one of our Service Centers and we will send you a RMA # to coordinate sending in the grinder for Repair. Second, once we receive your grinder we will disassemble the grinder to evaluate its condition. Third, we will send you a Repair Quote and upon receiving a Purchase Order we will complete the Repairs.
- NEW CUTTER CARTRIDGE:** We can replace your Muffin Monster with an identical grinder using all new parts.
- PARTS:** You can elect to replace parts on your Muffin Monster. Your manual will reference all Part numbers.
- These programs and prices do not include Controller, Motor, Reducer, Spool, Flanges, Unibody, Clean Out Combs, Extended Spool, Stainless steel cutters and or parts, Tax or Installation unless otherwise stated.
- Please note there will be a 20% restocking fee on all returned items.
- Lead time may vary depending on parts availability.
- JWCE standard one year warranty included except for older models i.e. GTS, MS and SPF models.



East Coast Service Center
4485 Commerce Drive, Suite 109
Buford, GA 30518-3473, USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 770 925-9406

9. Please fax or mail a Purchase Order for the total amount and we can process your order. Please include the following:
Bill to Address, Ship to Address, tax exemption certificate.

Thank-You for your Business!

JWC Environmental LLC
Mary Boyd
Customer Service

JWC ENVIRONMENTAL TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's ~~assent to these terms~~. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 ½% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Sellers documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Sellers determination

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Sellers. Product must be returned to Seller at Buyers expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors, the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS



East Coast Service Center
4485 Commerce Drive, Suite 109
Buford, GA 30518-3473, USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 770 925-9406

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HEREWITH CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

F360JWCE0107



CITY COUNCIL AGENDA FACT SHEET

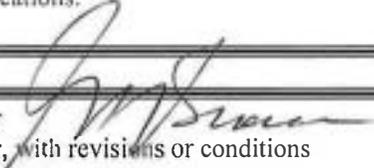
RELATING TO: Purchase of 3 sets of Firefighter turnout gear for fire personnel

DISCUSSION: The Monroe Public Safety Division is requesting to purchase 3 sets of Janesville turnout gear for personnel. Each set of gear consists of a coat and pants, this gear is used for fire suppression and other emergency incidents. The Monroe Public Safety Division has researched all available products and determined that Janesville is the choice of the Division.

Bids were requested and opened on May 30, 2014; of the 2 bids received Phoenix Safety Outfitters of Springfield, Ohio submitted the low bid of \$5,394.

It is recommended that a purchase order in the amount of \$5,394 be awarded to Phoenix Safety Outfitters of Springfield, Ohio for the purchase of 3 sets of Janesville turnout gear in accordance with the bid specifications.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY: Manue J. Hoskins, Fire Chief

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 5,394.00
Cost of This Project Approval	\$ N/A
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

City

Account Number
101-55.336-750.015

Amount
\$ 5,394.00
\$ N/A
\$ N/A
\$ N/A
\$ N/A

Other Funds

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

Budget Approval: 

FACT SHEET PREPARED BY: Manuel J. Hoskins, Fire Chief

Manuel J. Hoskins

DATE: 6-4-14

REVIEWED BY: Thomas C. Moore, Director of Public Safety

DATE: 6-4-14

COUNCIL MEETING DATE: 6-16-14

City of Monroe, Mi 2014 Janesville -Fire Suppression Turnout Gear

Bids due Monday, May 30, 2014

1. 3 complete sets of Janesville Turnout gear – see attached specifications. The bid is to include fittings for each member receiving the gear, to insure proper sizing.
2. **Delivery by September 5, 2014**
3. **Agree to a \$25 per day liquidated damage penalty if products are not delivered by September 5, 2014**

PROPOSAL FORM

5/28/2014
(date)

THREE (3) COMPLETE SETS OF JANESVILLE TURNOUT GEAR

Bids due no later than 3:00 P.M. (local time) on Friday, May 30, 2014 in the City Clerk's office.

Honorable Mayor and City Council
120 E First St
Monroe MI 48161-2288

Dear Mayor and Council Members,

We, the undersigned, propose to furnish the City of Monroe, Michigan with three (3) complete sets of Janesville Turnout Gear for the City of Monroe Public Safety Division at the price(s) shown below, in accordance with specifications provided. The bid meets the product specifications provided.

LUMP SUM PRICE

\$ 5,394.00

Inasmuch as the City of Monroe is exempt from all Federal Excise Tax and Michigan State Sales Tax, these items are not included in the above prices. Payment terms shall be net 30. We agree to comply with the terms of the bid specifications.

A Bid Bond, cashier's check, certified check or money order in the amount equal to five percent (5%) of the total bid is enclosed. If we are awarded the bid, we agree to deliver the turnout gear by September 5, 2014. We further agree to a \$25.00 per day liquidated damage penalty if the project is not completed within the time allotment.

We understand the City reserves the right to reject any or all bids and to waive any informality and to make award in the best interest of the City of Monroe. It is agreed that this bid may not be withdrawn for thirty (30) days from the opening of this bid.

Respectfully submitted,

Name of Bidder: PHOENIX SAFETY OUTFITTERS

Address: 19 S. FOSTORIA AVE
SPRINGFIELD, OH 45505

Phone: 419-386-6355 or 937-324-2537

Signed By: 

Title: SALES MANAGER

ON BEHALF:

FOR:

Monroe Fire Dept

Description	MFR Part #	Page: 1
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Custom Turnout Coat - 2014

Coat Model / Design **Super-Deluxe™ Coat**

Janesville® Super-Deluxe™, Traditional Coat with Freedom design. Fully featured coat with Bi-swing Back for forward mobility.

Coat Model / Design **CSTM-32**

32" Male Super Deluxe™ Coat

Coat Liner & Moisture Barrier **C7 - Traditional**

Traditional Liner, Glide™ face cloth quilted to AraFlo®Dri -1.5 oz, CROSSTECH® BLACK (Type 2F) PTFE/Nomex® Pajama Check laminated membrane, 3.0 oz NOMEX® woven face cloth.

Coat Inner Yoke Reinforcement **LYR229**

C Liner: 1 layer Semper Dri® (RM1377059) 1 layer RM1376-103 front and back yokes sewn to coat thermal liners. - Super Deluxe & Liberty Coats

Coat Water Well - Ever-Dri **CLW207**

(Std) Water Well: Chambray DWR 2 layer AraFlo® E89 quilt/pajama check crosstech waterwell with 3/4" loop, male snap, sew to coat liner sleeves.

Coat Wristlets **CLW753**

(Std) 8" isodri® over the hand- KEVLAR® / NOMEX® / Spandex® construction

Coat Outer Shell Material **PBI® Matrix Natural**

PBI® Matrix Plus, 7.25 oz, Natural Color

Reflective Trim **CT204PTR**

3" NYC Red Ventilated Triple Trim

Drag Rescue Device **BHS020**

(Std) DRD: Firefighter Recovery Harness with 2" welt and 5.25x2.25" flap with rounded corners. 1 piece 1x2" loop for harness storage. 2 pieces 1x2" loop on shell flap closure, 2 pieces 1x2" hook on flap. 1 piece 1.5x2" hook on harness. 1 piece 2x2" loop underneath chest trim for harness storage, 1 pair 1x3.5" self-fabric straps with 1x2" hook and loop.

Coat Collar **CR237**

(Std) 3" split self fabric collar with CROSSTECH® PJ lined. 2 pieces 1x3" hook on each end inside and two pieces 1" hook set 1/2" from center along top edge for liner attachment. 1.5x4" hook&loop for front closure.

Collar Flashing	CLF221
(Std) 3" Self fabric, PJ CROSSTECH lined split collar with 2 pieces 1x3" loop on moisture barrier, 2 pieces 1" loop set 1/2" from center along top edge for attachment to shell. Use with CR236 & CR237	
Liner Inspection System	CLO210
(Std) Coat liner inspection system located at center left front of liner, with 1x9" loop. For regular coats.	
MISC. Fasteners	MF030
(Std) 1x9" hook sewn to left front shell for the Coat Liner Inspection System	
Coat Cuff Reinforcement	CC701-BLK
(Std) Black Leather Cuff Reinforcements	
Coat Elbow Reinforcement	BE000-BLK
(Std) Black Leather Elbow Reinforcements	
Coat Shoulder Reinforcement	SC709-BLK
(Std) Black Leather shoulder caps	
Coat Closure System	SF262
(Std) 3" Stormflap w/ 2 layer self fabric & Gore RT7100 PTFE, thermo plastic zipper in, 1.5" hook & 1.5" loop out, (zipper in, hook on coat front, loop on stormflap).	

Coat Pockets

Turn-Out Pockets	HP598
(2) 9x9x2" semi bellow & handwarmer comb. pkt w/6" opening on blw side, KEVLAR® twill backer, handwarmer lined w/semper dri. 2pcs 1.5x3" lp on pkt & 2pcs 1.5x3" hk on flp, 2 layers lite-n-dri insd flp corner & PCA tab out. (For 29" coats, use HP597)	

Item Location for Above

Front bottom- Left & Right

Turn-Out Pockets	RP625
3.5x8x2" Radio pocket, polycotton fully lined all 3 sides inside pocket & flap, 1pc. 2x3" loop on pocket & 1pc. 2x3" hook on flap.	

Item Location for Above

Chest Left

Flashlight Strap	FLS554
1.25x8.5" self fabric flashlite strap with 1 piece 1x2" loop on one end & 1 piece 1x2" hook on other end, 1x2 self fabric with 703 fastener bartacked 5" above strap.	

Item Location for Above

Right Chest

Sewn On Lettering

LTSL3RIS

Sewn On 3" Red / Orange 3M™ Scotchlite™ Letters (each line) max 5 Alpha Numeric ID Characters

Lettering

Lettering shall be MFD

Location for Lettering

Across yoke

Mic Tab

MT506

1x3" leather mic tab bartacked on each end.

Item Location for Above

Left Chest above Radio Pocket

Hanger Loop

HL02

(Std) 5/8" x 5 1/2" Self fabric hangerloop.

Custom Turnout Pants - 2014

Pant Model / Design

PSUM/F

Janesville® Super Pant™, Contoured high waist for increased comfort includes freedom design.

Pant Liner & Moisture Barrier

C7 - Traditional

Traditional Liner, Glide™ face cloth quilted to AraFlo®Dri -1.5 oz, CROSSTECH® BLACK (Type 2F) PTFE/Nomex® Pajama Check laminated membrane, 3.0 oz NOMEX® woven face cloth.

Liner Inspection System

PLO200

(Std) Pant liner inspection system with 1x3" loop located at right side of liner waist.

MISC. Fasteners

MF018

(Std) 1x3" hook sewn to right shell front for the pant liner inspection system.

Pant Outer Shell MaterialPBI® Matrix
Natural

PBI® Matrix Plus, 7.25 oz, Natural Color

Belts and Harnesses

BHS009

Lumbar support system with 7x10" KEVLAR® twill reinforcement and lumbar warranty hangtag.

Pant Fly Closure

FLY230A

(Std) Pant fly w/ PJ Ctech, closure thermo plastic zipper inside w/ 1.5" hook & loop, 3/4" hook underneath PJ Crosstech for liner attachment.

Take Up Straps

TUP700A

Outer shell material take-up straps (2) with FR hook & loop closure and

Description	MFR Part #
-------------	------------

one nickel loop

Leg Tabs **LGT000-BLK**

(Std) 2 Black Leather leg tabs per leg with non-logo female snaps.

Pant Knee Reinforcement **KP644-BLK**

(Std) Black Leather w/ additional layer of Lite-N-Dri™ cushioning in shell

Pant Cuff Reinforcement **PC000-BLK**

(Std) Black Leather Pant Cuffs and 3x3.5" kick shield

Pant Pockets

Turn-Out Pockets **BDP520**

10x10x2" Split bellow pocket & flap w/ leather 5" up outside on pocket & 3" up inside on shell, 1 pc. 1" x 10" loop on pocket & 3 pcs. 1" x 3" hook on flap.

Turn-Out Pockets **FBP586**

10x10x2" Full bellow pocket w/ leather 5" up outside on pocket & 3" inside on shell, 1 pc. 1x10" loop on pocket & 3 pcs. 1x3" hook on flap.

Item Location for Above

Thigh Left - FBP

Thigh Right - BDP

Boot Cut **PMO542**

"Boot cut" pant legs.

Reflective Trim **PTC4PT3R**

3" Red Ventilated Triple Trim Reflective trim around leg bottoms- 4 rows lockstitch.

Suspenders **SB342**

42" (Regular) EZH H-Back Quick Adjust Non-Stretch Suspenders w/ metal loop, Black



CITY COUNCIL AGENDA FACT SHEET

Public Hearing

RELATING TO: FY 2014-15 Community Development Block Grant Annual Action Plan

DISCUSSION: The City of Monroe has been informed by the Department of Housing and Urban Development (HUD) that its estimated award in Community Development Block Grant (CDBG) funds for the fiscal year beginning July 1, 2014 is \$416,754. The city will also be carrying over approximately \$269,000 in unused funds from the previous fiscal year (July 1, 2013 – June 30, 2014).

As is required by HUD, the City of Monroe has prepared an Annual Action Plan detailing how the City proposes to spend the funds described above. Each activity complies with federal regulations established by HUD and follows the strategies and goals set forth in the previously approved Five Year (2010-2015) Consolidated Plan. This agenda item is a request for approval of the 2014-15 Annual Action Plan for the City of Monroe's CDBG Program, with the proposed budget detailed below.

Arthur Lesow Community Center – Continue improvements to this public facility	\$150,000
FIX Program – Rehabilitate three (3) homes for income eligible residents and seven (7) from previous years	\$260,000
Navarre Library – Replace the windows in this public library serving a low- and moderate-income (LMI) neighborhood	\$50,000
Dorsch Memorial Library improvements – Make improvements to this historic library	\$26,500
Park Improvement Plans – Complete improvement plans for Cairns Field and Labor Park, two parks in LMI areas	\$24,500
Fair Housing Testing – Contract with a regional Fair Housing Center to provide complaint-based testing and an analysis of impediments to fair housing	\$12,000
Target Market Analysis – Complete market analysis of housing types near downtown in effort to assess deficiencies in the present housing stock	\$10,000
Paula's House Services – Assist this facility with the program costs of a transition shelter for women	\$7,500
Oak of Righteousness Warming Shelter – Assist this facility with staff costs at a shelter for the homeless	\$7,500
Foreclosure and Homelessness Prevention – Contract with Legal Services of South Central Michigan to provide legal counsel to city residents faced with homelessness through foreclosure or eviction	\$7,500
Lead-based Paint Remediation – Cooperate with the State and the Monroe County Health Department in the remediation of lead hazards in homes with children who have shown elevated levels of lead in their blood	\$2,500
Recreation Services – Fund recreation services for low- and moderate-income children	\$2,500
Code Enforcement – Increase efforts to eliminate blight in the city's low- and moderate-income neighborhoods	\$65,254
Planning and Administration – Fund staff required to carry out the activities described in this plan	\$60,000
Total CDBG Funds	\$685,754
FY2014-15 Funds	\$416,754
Carryover Funds	\$269,000

IT IS RECOMMENDED that City Council approve the draft FY 2014-15 CDBG Annual Action Plan and after considering any comments received at the public hearing, authorize staff to submit it in accordance with federal regulations.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: June 2014

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

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Economic and Community Development

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Dept. of Economic and Community Development, Engineering Department, Paula's House, Oak of Righteousness Ministry, Monroe County Library System, City of Monroe Recreation Dept., Legal Services of South Central Michigan, Monroe Housing Commission, Low/moderate Income residents as well as citizens of Monroe as a whole.

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 685,754
	Cost of This Project Approval	\$ 685,754
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ *

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

SOURCE OF FUNDS:	City	Account Number	Amount
			\$ N/A
	Other Funds	Community Development Block Grant	\$ 685,754

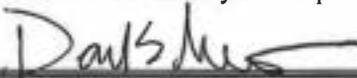
Budget Approval: 

FACT SHEET PREPARED BY: Matt Wallace, City Planner

DATE: June 10, 2014

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

DATE: June 10, 2014

COUNCIL MEETING DATE: June 16, 2014 



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: CLASSIFICATION & COMPENSATION STUDY

DISCUSSION: At a regular meeting on May 19, 2014, Council recommended re-soliciting requests for proposals from professional consulting firms to conduct a comprehensive compensation/benefit review of all its non-union and employee groups, excluding public safety.

Proposals for this project were publicly opened by the Clerk's Office on Friday, June 6, 2014. There was one (1) proposal submitted from the Municipal Consulting Services, Inc. in the amount of \$42,170.

As mentioned previously, the 2014 fiscal year Human Resources Department budget originally included \$40,000 for funding of this study. Due to a higher volume of hiring, the budget has had to fund more employee testing, background checks, and fitness testing than originally anticipated. In addition, employee eligibility lists will need to be created for the positions of Fire Chief, Police Chief, and Firefighter. For that reason an appropriation from General Fund Contingency is requested to fund all of the items that are planned.

IT IS RECOMMENDED that City Council award a contract for the City's Classification & Compensation Study project to Municipal Consulting Services, Inc. in the amount of \$42,170, and that the Finance Director is authorized to make a budget transfer of \$45,000 from the General Fund Contingency to the Human Resources Department. **IT IS FURTHER RECOMMENDED** that the Mayor and Clerk-Treasurer be authorized to execute any necessary **agreements** on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: June 16, 2014

REASON FOR DEADLINE: Review and update of the City's Classification & Compensation system.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Peggy A. Howard, Human Resources Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: ALL EMPLOYEE GROUPS EXCLUDING PUBLIC SAFETY.

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$42,170
	Cost of This Project Approval	\$42,170
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:	<u>City</u>	Account Number	
	Human Resources Budget FY 14	101-35.226-818.020	\$20,000
	Human Resources Budget FY 15	101-35.226-818.020	\$22,170
	<u>Other Funds</u>		\$ N/A
			\$ N/A
			\$ N/A
			\$ N/A

Budget Approval: 

FACT SHEET PREPARED BY: Peggy A. Howard, Human Resources Director 

DATE: 6-10-14

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 6/16/14

CITY OF MONROE



PROPOSAL TO CONDUCT A CLASSIFICATION AND COMPENSATION STUDY

MUNICIPAL CONSULTING SERVICES LLC

MUNICIPAL CONSULTING SERVICES LLC

June 1, 2014

Ms. Peggy A. Howard
Director of Human Resources
City of Monroe
120 E. First Street
Monroe, MI 48161

Dear Ms. Howard,

We are pleased to submit this proposal to perform a classification and compensation study for the City of Monroe. We have performed numerous studies of this type for Michigan's public entities, and we look forward to working with you to develop a pay system that is both internally equitable and externally competitive.

Our proposal, contained in the following pages, is organized in accordance with your instructions into the following categories:

- Project statement and synopsis
- Our approach and work plan
- Project timing, fees and conditions
- Our organization and project consultant
- Our qualifications for conducting the study.

We appreciate the opportunity to be of assistance to you. Should you have questions or desire additional information, please do not hesitate to contact me at 734.904.4632.

Very truly yours,



Mark W. Nottley, Principal
Municipal Consulting Services LLC

CITY OF MONROE

PROPOSAL TO CONDUCT A COMPENSATION AND CLASSIFICATION STUDY

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SECTION I

PROJECT STATEMENT AND SYNOPSIS

SECTION I

PROJECT STATEMENT AND SYNOPSIS

The City of Monroe has expressed an interest in utilizing an experienced compensation consultant in conducting a classification and compensation study encompassing ninety classifications. In regard to project objectives, it will be our intent to develop a compensation system that will enhance the City's ability to recruit, retain and motivate quality employees. To accomplish this, we will:

- Develop a solid understanding of the specific duties and responsibilities of each position included in the study.
- Develop new job descriptions to the extent required to clearly state responsibilities and reporting relationships, and the required knowledge, skills and abilities for each position.
- Establish a competitive labor market and conduct a market survey of wages and benefits.
- Develop a comprehensive pay grade structure and pay ranges based on job evaluation and a thorough evaluation of the established labor market.
- Develop and include methodologies for evaluating current pay status and the impact of modifying current pay levels and moving employees through the pay ranges over time.
- Recommend procedures for ongoing system maintenance including pay system administration and compensation system upkeep.
- Provide the tools necessary for ongoing job description development and update, position reclassification processes and other pay system procedures.

As specified in the following sections of the report we will employ a very thorough and comprehensive approach to conducting the study. The City has gone through significant consolidation and these new duties need to be recognized in determining compensation levels for individual (remaining) positions. Related to this, we recognize the need for a participative project approach that allows employees to clearly articulate the important duties of their positions and feel confident in the study process.

The labor market that is studied will be broad and consensus will be achieved regarding its applicability to the City of Monroe. The final product will be clear, concise and available to all. Most importantly, old and updated systems will be replaced by a comprehensive pay system that can be used to govern pay progression for the City's employees for years to come.

Section II describes the particular tasks that we will perform in conducting the study. Project costs and timing are discussed in Section III and the following Sections IV and V discuss our project consultant and qualifications for conducting the study – including a long list of client references.

* * * * *

In the following section, we present our approach to conducting the study.

SECTION II

OUR APPROACH AND WORK PLAN

SECTION II

OUR APPROACH AND WORK PLAN

Our Approach

Our approach for achieving your objectives will incorporate several important overall rationales. Specifically:

- *Client-consultant communications will be a paramount consideration.* We will work closely with you and the members of the various bargaining units to assure concurrence on the conduct, and progress of the engagement, as it relates to thoroughness, scope and applicability.
- *Employee participation will be emphasized,* thus assuring that positional duties are clearly understood and opportunity for input is provided. To accomplish this, we will interview at least one employee from each classification included in the study and any additional employees that desire personal interview.

- *The labor market survey will be customized,* with minimal, or no, reliance on “canned” data. Related:

- We will develop a custom survey instrument that clearly specifies the duties of the City of Monroe’s positions.
- We will define the most appropriate labor market for both municipal comparisons and Monroe County specific compensation.
- We will survey both base wages and employee benefits, thus providing a more accurate appraisal of “total compensation”.

Project Work Plan

In developing the classification and compensation system we will structure the project into specific tasks, as follows:

Task 1: Meet With the City and Employee Representatives and Refine Work Plan

It will be our intention to work closely with the City and employees to develop the classification and compensation system. Related, as a first step in the study process, we will meet with City officials and bargaining unit representatives to:

- Further define, and logistically plan, our approach and work schedule

- Determine an approach for ongoing feedback.
- Assure that all concerns are discussed and questions answered.

Task 2: Collect and Review Compensation-Related Documentation

Additionally, at this time we will also collect and review relevant compensation information, including existing job descriptions, benefits data, compensation-related personnel policies and all other information that will provide us with an understanding of classification and compensation issues.

Task 3: Provide Employee Orientation and Elicit Employee Input

At this time, we will also schedule group meetings with the employees. The purpose of these meetings will be threefold, including:

- Orienting employees to the project work plan and objectives.
- Explaining the importance of their input in working with our project consultant.
- Eliciting their assistance in the study process – more specifically, to complete a job analysis questionnaire document regarding their specific job duties, reporting relationships and other aspects of their job pertaining to compensation.

Task 4: Conduct Individual Employee Interviews

The completed job questionnaires, in conjunction with your existing job descriptions, will provide our consulting team with a good overview of job duties and reporting relationships. However, we do not feel that the questionnaire is sufficient for fully understanding the function of the position within the larger organization. Consequently, we consider it important that additional information be gathered through a subsequent personal interview. Therefore, after reviewing the completed questionnaire, we will schedule individual employee interviews with representatives of each classification included in the study. All employees will be afforded the opportunity to interview. No employee will be denied this potential input. The interviews will focus on:

- Obtaining a broader definition of duties and responsibilities for purposes of point factoring and determining relative grade positioning.
- Clearly defining key duties to be used to compare the position to the labor market.

To assure the accuracy of employee input, the interviews will be scheduled in an inverse organizational ladder, with more senior personnel providing a “reality check” within the interview chain.

Task 5: Create New Job Descriptions

Having gained a full understanding of each position, we will create new ADA-compliant job descriptions that clearly specify required knowledge, skills and abilities. We will return the draft job descriptions to you for review prior to finalization. Any suggested modifications will be reviewed and, if warranted, incorporated in the final job descriptions.

Task 6: Develop List of Market Comparables in Consultation with the City and With Union Concurrence.

To establish compensation parameters for the City’s labor force, we must first define the labor market. Ideally, the defined market will be comprised of a mix of similar municipal governments.

In Task 6, we will work with you to define a representative labor market. To accomplish this, we will:

- Present the City with a listing of potential comparable public sector employers. We will develop and present profile data on each entity to support this process – comprised of a mix of financial, geographic and demographic data.
- With input from you, we will also identify those positions that are amenable to private sector labor market comparisons. Related to this, wage and benefit information will be elicited from both public and private sector entities within Monroe County. If needed, this data will be supplemented by prepared survey data from organizations such as the American Society of Employers, Bureau of Labor Statistics and other relevant sources.

Task 7: Develop Survey Instrument

Having completed Task 6, we will develop a survey instrument to elicit feedback regarding each position. This will be a “custom survey” that briefly describes each position. In addition to salary, we will survey other relevant compensation data, such as:

- Incumbent’s years in the position
- Key duties that differ from the City’s positional duties

Task 8: Develop Survey Instrument for Other Employee Benefits

We will also survey other employee benefits including:

- Off-time provisions, including sick, personal, vacation, holiday and other.
- Sick-time bank policies, accrual limits and payout provisions.
- Health care coverage including PA 152 compliance, employee cost sharing requirements, prescription drug co-pay levels, payment-in-lieu of insurance options and other health care issues.
- Disability coverages including short-term disability, all purpose day programs, long-term disability – as well as life insurance levels.
- Retirement benefits including defined benefit (DB) or defined contribution (DC) retirement program usage. As appropriate, DB employee contribution, final average multiplier and program type (and/or) employer DC contribution and required match, plus any supplemental employer-paid contributions.
- Employer-paid retiree health care provision including percentage paid, spousal coverage, Medicare supplemental provision and/or any Retirement Savings Account benefits.
- Work hours, work week and related conditions.

In our experience, the broad-based employee benefits survey that we are proposing will provide the City with a strong indication of total compensation, and target specific areas where the benefit package may be high or low. The data will be arrayed in easy to read schedules accompanied by a narrative presentation. We will summarize our suggestions on issues or areas where the City should focus its efforts and, in turn, help to determine the most appropriate level for base wages, within the larger context of total compensation. It should be noted, that this is not a “costing” exercise. Rather, it is presented as an overview of benefits that may help the City focus on areas where discrepancies are apparent.

Task 9: Conduct Survey Process and Finalize Results

Having developed the survey instrument, we will mail the survey, and tabulate the incoming results. Follow-up calls will be made to clarify particular points, and supplementary surveys will be developed for any positions that are not adequately represented in our survey results.

Task 10: Develop Pay Grades

Point-factoring is a process in which each position is point-ranked relative to all other positions in the organization or group. Ideally, point-factoring is considered as a means of establishing internal equity, and in turn, pay grade placement.

In this task, we will perform a point-factor analysis encompassing all positions included in the study. In this process, each position will be ranked in relation to eleven factors. The results will be used to develop a grade structure (or multiple structures if preferred), and establish grade placement for each individual position.

Task 11: Apply Survey Results and Develop Pay Ranges for Each Pay Grade

In Task 11, we will use the results of the survey process to develop a pay range for each applicable pay grade. The result will be a comprehensive pay grade structure(s) that includes all of the studied positions.

Task 12: Analyze Each Position within the Confines of the New Pay Grade Structure

We will then proceed to evaluate the wage levels of each position relative to the newly established pay ranges. We will first determine any “red circled” positions that are paid at a level higher than the recommended range maximum and any “green circled” positions that are below the range minimum. All positions will be evaluated using a compa-ratio analysis to illustrate their specific positions within their respective ranges and the related cost impacts associated with possible changes (such as movement to midpoint etc.)

Task 13: Develop Pay Progression Options

There are various methods for implementing a pay system. Many clients prefer a multi-year methodology for advancing employees through the pay range. This may depend on performance evaluation results or be more structured (such as a step system with progressive pay increases linked to performance evaluation). Related to this, we will also:

- Revisit and discuss the City’s current compensation adjustment process with City representatives.
- Introduce several examples of pay progression systems that are currently used in the public sector.
- Provide cost data to illustrate the impact of different approaches – and adjustments based on the study results.

Task 14: Develop Final Report Document

At the conclusion of Task 13, we will develop a comprehensive final report document. This will include:

- Written summation of all project methodologies.
- All schedules and summary results developed in Tasks 1-13.
- The recommended pay grade structure including all classifications.
- Identification of any positions that fall below or above the range parameters specified for their respective classifications.
- Pay progression implementation options and analysis intended to facilitate future negotiation and implementation of the study’s results including related cost analysis for viable scenarios.
- Specification and documentation of annual procedures required to update the system for ongoing use.
- New ADA-compliant job descriptions for all positions.

Task 15: Create Manual and Instruct Administration in Pay Plan Utilization

The final report document will include all instruments and methodologies used to create the pay system. In addition to this documentation, we will create a procedural manual for pay system usage and update. We will also provide City administration with an overview and instruction in the use and upkeep of the developed classification and compensation system, using the manual as a training tool. This will include instruction in point factoring for purpose of reclassification, “slotting” of new positions, annual update of the pay ranges and other uses.

Task 16: Present Final Report to the City Council

At the conclusion of Task 15 we will schedule and provide a report presentation to the City Council.

* * * * *

In the following section, we discuss project timing, fees and conditions.

SECTION III

PROJECT TIMING, FEES AND CONDITIONS

SECTION III

PROJECT TIMING, FEES AND CONDITIONS

Project Timing:

You have requested a 90-day project timeframe with a September 1 completion date. We will strive to meet your timetable but consider the timetable to be aggressive for a study of this scope. This is an issue that we look forward to discussing with you.

A task-by-task timeline is included on the following page envisioning a 90 day timeline.

Professional Fees - Not-to-Exceed:

You have requested a cost breakdown regarding different phases of the project. Unfortunately, we do not cost our project work in this manner, instead utilizing a per classification fee of \$475. Based on an estimate of 90 total classifications to be included in the study, the City of Monroe could anticipate a fee of \$42,750.

In compiling the proposal, we have summarized several of your requested sectional breaks and/or consolidated the requested information in fewer sections. This has been done to limit our time commitment in a time of heavy workload. In turn, we can pass the cost savings on to the City of Monroe, thereby reducing the not-to exceed bid as follows:

- Standard fee for 90 classifications: \$42,750
- Reduction for cost savings in proposal preparation - \$1,000
- Project expenses (mileage only) based on expected nine trips (750 miles) \$420

TOTAL NOT-TO-EXCEED PROJECT COST \$42,170

Other Conditions:

This proposal will remain effective for 90 days from the date of submittal.

The City of Monroe will be billed on a calendar monthly basis for work completed in the previous period. All invoices will be due within thirty days of submittal.

Project Deliverables:

The City of Monroe will receive ten bound copies of the final report document and an electronic file of the final report from which additional copies can be printed or source data can be extracted for future use.

The City will also receive an electronic file containing updated job descriptions for positions included in the study as well as electronic files of all components of the compensation analysis such as point factor analysis, wage and benefit schedules and all others.

Possible Additional Services:

As noted, in developing the pay system, our consultant will employ an extremely thorough and defensible methodology, with objectivity and quantification serving as overriding factors. Despite this approach, individual employees will sometimes question grade placement or other project outcomes.

Related to this, we have not included an appeal process in our work plan. In truth, we do not typically experience a high level of appeal activity due to the thoroughness of the study process. However, if the City desires an appeal process, it would require an additional fee. This total fee cannot be determined at this time – on an hourly basis the City could anticipate \$110 per hour.

In regard to substance, if it is decided to have an appeal process, we would suggest keeping it simple and straightforward. For example, any employees with objections could be provided the opportunity to submit a written appeal, and each such appeal could be thoroughly evaluated. If the appeal was found to be valid, corrective action could be taken. In either event, the employee would receive a written response and rationalization.

* * * * *

In the following section, we discuss our organization and project team.

Table A
City of Monroe
Proposal to Conduct a Classification and Compensation Study
Project Timeline

Task	Week:	0	1	2	3	4	5	6	7	8	9	10	11	12	13
1 Meet and Refine Work Plan															
2 Collect and Review Compensation-Related Documentaion															
3 Provide Employee Orientation and Elicit Employee Input															
4 Conduct Individual Employee Interviews															
5 Create New Job Descriptions															
6 Develop Market Comparables															
7 Develop Survey Instrument for Wages															
8 Develop Survey Instrument for Employee Benefits															
9 Conduct Survey Process and Finalize Results															
10 Develop Pay Grades															
11 Apply Survey Results and Develop Pay ranges for Each Grade															
12 Analyze Each Position Within the Confines of the New Pay Grade															
13 Develop Pay Progression Options															
14 Develop Final Report Document															
15 Create Manual and Instruct in Pay Plan Utilization															
16 Present Final Report to the City Council															

SECTION IV

OUR ORGANIZATION AND PROJECT TEAM

SECTION IV

OUR ORGANIZATION AND PROJECT TEAM

Municipal Consulting Services LLC is a management consulting firm incorporated in and licensed by the State of Michigan. The firm was established to provide human resources and operational-based consulting to public sector clients, including cities, townships, counties, school districts, institutions of higher education and other not-for-profit organizations. With more than 50 years of combined experience with Michigan's public sector and the completion of hundreds of management studies, we are able to provide our clients with a vast array of products, covering a broad spectrum of organizational and human resources consulting services.

This project, for the City of Monroe, will be conducted by Mark Nottley, Principal for Municipal Consulting Services LLC. Mr. Nottley has performed over 100 compensation and human resource-related projects for public sector clients. Clients have included cities, townships, not-for-profits, school districts, county governments and other public sector entities.

Mr. Nottley is certified as a Senior Professional in Human Resources by the Society for Human Resources Management (SHRM) and holds a Master degree in Public Administration from Wayne State University. His biography is included in Appendix A and a listing of client entities is included in the following section.

* * * * *

A résumé for the project consultant is included in Appendix A. In the following section we discuss our specific experience.

SECTION V

OUR QUALIFICATIONS FOR CONDUCTING THE STUDY

SECTION V

OUR QUALIFICATIONS FOR CONDUCTING THE STUDY

As noted, our proposed project team has conducted numerous classification and compensation studies of public entities. We have listed below a number of project references, followed by a more complete listing of experience. We will be pleased to provide client references for any of these engagements upon request.

SELECT REFERENCES FOR MARK NOTTLEY

- Client:*** ***City of Wyoming***
Project: Classification and Compensation System
Contact: Mr. James Kohmescher, Director of Administrative Services
Phone: 616.530.7240
- Client:*** ***City of Rochester***
Project: Classification and Compensation System
Contact: Mr. James Vettraino
Phone: 248.651.9061
- Client:*** ***Grand Rapids Community College***
Project: Classification and Compensation System
Contact: Ms. Cathy Wilson, Executive Director of Human Resources
Phone: 616.234.3971
- Client:*** ***City of Bloomfield Hills***
Project: Classification and Compensation System
Contact: Mr. Jay Cravens, City Manager
Phone: 248.644.1520
- Client:*** ***City of Grand Rapids Pension Systems***
Project: Executive Compensation Study and Performance Evaluation System
Contact: Mr. Patrick Scripps, Board Chairperson
Phone: 616.856.2614
- Client:*** ***Grand Valley Metropolitan Council***
Project: Executive Compensation Study
Contact: Mr. Curtis Holt, REGIS Board Chairperson
Phone: 616.530.7272
- Client:*** ***State of Michigan***
Project: 2011 State-wide Survey of Wages and Benefits
Contact: Ms. Jan Winters, Director of the Office of the State Employer
Phone: 517.335.2579

Client: *City of Eastpointe*
Project: Classification and Compensation System
Contact: Mr. Randy Altimus, Assistant City Manager
Phone: 586.445.5016

Client: *Southern Clinton County Municipal Utility Authority*
Project: Classification and Compensation System
Contact: Mr. Glen Chinavare, Director
Phone: 517.669.8311

Client: *Michigan Municipal Risk Management Authority (second system)*
Project: Executive Compensation Study and Classification and Compensation System
Contact: Mr. Michael Rhyner, Executive Director
Phone: 734.513.0300

Client: *City of Jackson*
Project: Classification and Compensation System
Contact: Ms. Cathy Brechtelsbauer, (former) Director of Human Resources
Phone: 517.768.5155

Client: *Oakland Community College (current project)*
Project: Classification and Compensation System
Contact: Dr. Timothy Meyer, Chancellor
Phone: 248.341.2116

Client: *Manistee County*
Project: Classification and Compensation System and Updates
Contact: Mr. Tom Kaminski, County Administrator
Phone: 231.398.3500

Client: *Barry County*
Project: Classification and Compensation System (Bill Rye) and Updates (Mark Nottley)
Contact: Mr. Michael Brown
Phone: 269.945.1284

Client: *Meridian Charter Township*
Project: Classification and Compensation System
Contact: Mr. Paul Brake, (former) Deputy Township Manager
Phone: 810.694.1118

Client: *City of Zeeland*
Project: Classification and Compensation System
Contact: Mr. Timothy Klunder, City Manager
Phone: 616.772.6400

Client: *City of Norton Shores*
Project: Classification and Compensation System
Contact: Ms. Carrie Larks, Assistant City Manager
Phone: 231.798.4391

Client: *Spring Lake Township*
Project: Classification and Compensation System
Contact: Mr. John Nash, Supervisor
Phone: 616. 844.2100

Client: *Grand Rapids Community College*
Project: Classification and Compensation System
Contact: Ms. Cathy Wilson, Executive Director of Human Resources
Phone: 616.234.3971

Client: *Ottawa County*
Project: 2014 Survey of Elected Officials Compensation
Contact: Mr. Keith Van Beek, Assistant County Administrator
Phone: 616.738.4642

Client: *Brighton Charter Township (current project)*
Project: Classification and Compensation Study
Contact: Mr. Brian Vick, Township Manager
Phone: 810.494.0710

Client: *Union Charter Township*
Project: Classification and Compensation Study
Contact: Mr. Brian Smith, Township Manager
Phone: 989.772.4600

Client: *Pittsfield Charter Township*
Project: Classification and Compensation System
Contact: Ms. Kristin Orłowski, (former) Director of Personnel, now Chief Talent Officer, University of Michigan Athletics
Phone: 734.764.8370

Client: *Meridian Charter Township*
Project: Classification and Compensation System
Contact: Mr. Paul Brake, (former) Deputy Township Manager, now City of Grand Blanc City Manager

Client: *DeWitt Charter Township*
Project: Classification and Compensation Study
Contact: Mr. Rod Taylor, Township Manager
Phone: 517. 668.0270

Client: *Saginaw Charter Township*
Project: Classification and Compensation System
Contact: Mr. Rob Grose, Township Manager
Phone: 989.791.9800

Client: *Eaton County (current project)*
Project: Classification and Compensation System
Contact: Ms. Connie Soble, Deputy Controller
Phone: 517.543.2175

PAST EXPERIENCE IN CONDUCTING CLASSIFICATION AND COMPENSATION STUDIES (NOTTLEY & RYE)

Alger-Marquette Community Action Board
Alpena Community College
Antrim County
Barry County
Barry County Road Commission
Bay County
Bay County Water & Sewer
Bloomfield Charter Township
Branch County
Calhoun County
Capital Area Negotiators Association
 [36 school districts]
Cass County
City of Albion
City of Allen Park
City of Alpena
City of Bad Axe
City of Berkley
City of Birmingham
City of Charlotte
City of Clio
City of Crystal Falls
City of Durand
City of East Lansing
City of Ecorse
City of Fenton

Eaton County
Alpena County
Arenac County
Barry County Commission on Aging
Barry-Eaton Health Department
Bay County Road Commission
Benzie County
Bloomfield Hills Schools
Brighton District Library
Calhoun County Probate Court
Capital Region Airport Authority
Chippewa County
City of Eaton
City of Alma
City of Auburn Hills
City of Benton Harbor
City of Big Rapids
City of Brighton
City of Cheboygan
City of Corunna
City of Dowagiac
City of East Jordan
City of Eastpointe
City of Fennville
City of Ferndale

Delta Township
DeWitt Public Schools
Eaton County
Emmett Charter Township
Grand Rapids Community College
Grand Valley Metro Council
Gratiot County Community Mental Health
Ingham County
Ingham County Road Commission
Ionia County Road Commission
Jackson County
Kent County
Lake County
Lansing Board of Water & Light
Lansing Township
Leelanau County
Mackinac County
Manistee County
Marquette County
Mecosta County

Michigan Catastrophic Claims Association
Michigan Sheriffs Association
Midland County Central Dispatch Authority
Monroe County
Monroe County Community Mental Health
Montcalm County
Municipal Employers' Retirement System
North Central Community Mental Health
Oakland County
Osceola County
Otsego County

Oxford Charter Township

Pittsfield Charter Township

Region VII Area Agency on Aging
Saginaw County

Shiawassee County
Southeastern Berrien County Landfill

Detroit Public Schools
District Health Department No. 2
Eighth District Court
Grand Haven Charter Township
Grand Traverse County
Gratiot County
Holt Public Schools
Ingham County Medical Care Facility
Ionia County Community Mental Health
Isabella County
Kalamazoo County Road Commission
Kent County Road Commission
Lake Township
Lansing Housing Commission
Lapeer County
Livingston County
Macomb County
Manistee County Library
Marquette County Health Department
Meridian Charter Township
Michigan Municipal Risk Management Association
Midland County
Mid-South Substance Abuse Commission
Monroe County Community College
Monroe County Opportunity Program
Montmorency County
Newaygo County
Oakland Community College
Orion Charter Township
Oscoda Charter Township
Ottawa County
Pathways
 [formerly Alger-Marquette CMH]

Redford Township

Saginaw Charter Township
Shelby Charter Township
Shiawassee County Community Mental Health
Southeastern Oakland County Water Authority

MARK W. NOTTLEY

PRESENT POSITION:

Principal, Municipal Consulting Services LLC

AREAS OF CONSULTING EXPERTISE:

Personnel Issues, Compensation and Employee Benefits Evaluation - Conducted classification and compensation studies and employee benefit analyses for municipalities and other public entities to determine appropriate salary, retirement and benefit levels. Developed personnel policies, manuals and performance evaluation systems as components of comprehensive personnel systems.

Organizational and Operational Analysis - Conducted operations analyses for most areas of government service provision including police and fire services, vehicle and building maintenance, community development, public works, recreation, transportation and health and human services. In this capacity, identified specific opportunities for improved performance and increased operational cost-effectiveness.

Financial Models - Prepared comprehensive spreadsheet-based financial models for a number of municipalities, estimating future years' conditions for each of the various revenue and expenditure sources and categories. Following development of the models, frequently worked with the particular municipality in defining long-range fiscal strategies.

Executive Search Services – Conducted or oversaw the conduct of more than 100 executive searches focusing on City and Village Managers, Department Heads and various other municipal professional classifications.

Tax Policies - Reviewed tax policies for a number of local governments, ranging from the analyses of specific millages and service charges to comprehensive city-wide evaluations of user fees. Recommendations resulting from these reviews have resulted in more equitable tax assignment and increased revenue generation through more competitive fee structuring.

Privatization - Assessed privatization options for a number of local governments including the potential cost-saving and/or service improvement associated with sole source and competitive private contracting and combination public/private service provision. Areas of review have included golf course operation, turf mowing, forestry services, landfill operation, vehicle maintenance, emergency medical services, transportation, sanitation, water and wastewater operations, and the use of auxiliary paid-on-call firefighters.

Productivity Improvement - Performed ongoing research related to operational performance and productivity improvement. Conducted several major productivity studies including an eight-city comparative analysis of police and fire services effectiveness in the Detroit Metropolitan Area.

Municipal Improvement and Growth Strategies - Assisted numerous municipal clients in defining strategies for urban development and infrastructure upgrade as well as strategies for maintaining existing municipal and community assets.

Market Analysis - Prepared and assisted in the preparation of market analyses/feasibility studies designed to facilitate future planning and development, including downtown office/commercial development, reuse of historic structures, housing development, and the construction of a major marina/hotel complex.

PRIOR ORGANIZATIONAL AFFILIATIONS:

Rehmann, Public Accountants and Management Consultants

Principal and Director of Public Sector Consulting Services with responsibility for managing or conducting consulting projects focusing on financial analysis, operational performance, future planning, human resource issues and other areas of relevance to municipal management.

Michigan Municipal League

Founder and Director of the League's Municipal Consulting Services Division with responsibility for managing and performing a full range of management consulting projects, focusing on municipal operations and finance, and human resources management.

Plante & Moran, Public Accountants and Management Consultants

Manager in local government consulting practice with responsibility for managing or conducting consulting projects focusing on financial analysis, operational performance, future planning, human resource issues and other areas of relevance to municipal management.

Coopers & Lybrand, Public Accountants and Management Consultants (now Pricewaterhouse Coopers)

Senior consultant in the firm's national practice for local government consulting specializing in financial and operational consulting and municipal productivity assessment and improvement.

EDUCATION:

Wayne State University - Master of Public Administration (Summa cum Laude)

Wayne State University - Bachelor of Arts (with distinction)

Certification as a Senior Professional in Human Resources

PROFESSIONAL AFFILIATIONS:

International Personnel Management Association
Society for Human Resources Management
International City/County Management Association
Government Finance Officers Association
American Public Works Association
Pi Alpha Alpha, National Honor Society for Public Administration



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REPORT BACK ON BIDS RECEIVED FOR THE WATER TREATMENT PLANT FISCAL YEAR 2014 – 2015 CHEMICAL REQUIREMENTS

DISCUSSION: Bids were received on June 2, 2014 for Liquid Aluminum Sulfate (Alum-Coagulant), Hydrofluosilic Acid 23% (Fluoride), Liquid Oxygen, Sodium Hypochlorite (Chlorine) and Zinc Orthophosphate (Corrosion Inhibitor) for use at the Monroe Water Treatment Plant. Attached please find bid tabulations for the chemical bids indicating the associated unit prices for the fiscal year. We have received chemicals from all vendors in the past and are confident that they will continue to perform satisfactorily except Linde, LLC. After checking references we are confident Linde, LLC will perform satisfactorily for the City of Monroe.

Over the past 12 years, market conditions (volatility with raw materials), expenses & fuel costs have driven up chemical prices and continue to remain higher. Based on current bid prices the chemical budget is 241% higher than the fiscal year 2002-2003 chemical budget. The Water Department has changed operations and chemical application to save on treatment costs where possible to save overall expenses while maintaining the highest possible water quality at the least possible cost for our customers.

IT IS RECOMMENDED that purchase orders be awarded to the following vendors for the durations and estimated chemical requirements at the Water Treatment Plant based on the bid unit prices. **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 (if needed):

CHEMICAL	VENDOR	DURATION	UNIT PRICE	AMOUNT	COST
Liquid Aluminum Sulfate	General Chemical US, LLC	1 Year	\$290.00/Ton	400Tons+/-	\$116,000.00
Fluoride	Alexander Chemical Corporation	1 Year	\$512.00/Ton	40 Tons+/-	\$20,480.00
Liquid Oxygen	Linde, LLC	1 Year	\$0.375/ccf	100,000ccf+/-	\$37,500.00
Sodium Hypochlorite	JCI Jones Chemicals, Inc	1 Year	\$0.645/gal	88,282 Gals+/-	\$56,941.89
Zinc Orthophosphate (1:1)	Shannon Chemical Corporation	1 Year	\$522.17/Ton	60 Tons+/-	<u>\$31,330.20</u>
TOTAL					\$262,252.09

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: July 1, 2014

REASON FOR DEADLINE: Chemicals required for water treatment for FY 2014-15, also 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: Water Department, Water Customers

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 288,197.00
Cost of This Project Approval	\$ 262,252.09
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

<u>City</u>	<u>Account Number</u>	<u>Amount</u>
Water Plant Chemicals	59140537 752000	\$ 249,815.20
Raw Wtr Prtnr Chemicals	59940521 752000	\$ 12,436.89
Total		\$ 262,252.09

Other Funds

Budget Approval: 

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** June 9, 2014

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: June 16, 2014

BIDS RECEIVED LIST FOR LIQUID ALUMINUM SULFATE
2014-2015.

BIDS DUE MONDAY JUNE 2, 2014 AT 3:00 P.M.

Chemtrade Chemicals US, LLC

\$290.00/dry ton
\$116,000.00



USALCO, LLC

No Bid

BIDS RECEIVED LIST FOR HYDROFLUOSILIC ACID 2014-2015.

BIDS DUE MONDAY JUNE 2, 2014 AT 3:00 P.M.

Alexander Chemical Corporation, a Carus Company	\$512.00/ton \$20,480.00	←
Rowell Chemical Corporation	\$553.00/ton \$22,120.00	

BIDS RECEIVED LIST FOR LIQUID OXYGEN 2014-2015.

BIDS DUE MONDAY JUNE 2, 2014 AT 3:00 P.M.

<u>NAME</u>	<u>BID AMOUNT</u>	
Air Liquide Industrial US, LP	\$0.00398/cu. ft. \$39,800.00	
Baker's Gas & Welding/Ace Hardware	\$0.0047/cu. ft. \$47,000.00	
Linde, LLC	\$.00375/cu. ft. \$37,500.00	←

BIDS RECEIVED LIST FOR SODIUM HYPOCHLORITE 2014-2015.

BIDS DUE MONDAY JUNE 2, 2014 AT 3:00 P.M.

Alexander Chemical Corporation, a Carus Company	\$0.799/gallon \$70,537.32	
JCI Jones Chemicals, Inc.	\$0.645/gallon \$56,941.89	←
Rowell Chemical Corporation	\$0.90/gallon \$79,453.80	

BIDS RECEIVED LIST FOR ZINC ORTHOPHOSPHATE 2014-2015.

BIDS DUE MONDAY JUNE 2, 2014 AT 3:00 P.M.

Carus Corporation	\$540.00/ton
	\$32,400.00

Shannon Chemical Corporation	\$522.17/ton
	\$31,330.20





CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Funding Agreement between the City of Monroe and the River Raisin National Battlefield Park Foundation, Inc.

DISCUSSION: In the FY 2013-14 Capital Improvement Program (CIP) budget, City Council identified approximately \$181,000.00 of unallocated funds, which were subsequently divided among proposed initiatives and projects. One of the specific initiatives identified was an allocation of \$50,000.00 for on-going support for the establishment and initial staffing of the River Raisin National Battlefield Park Foundation (Foundation). Other initiatives and projects, for which the funding has already been encumbered or expensed, include the additional paving work on Cass Street, Parks and Recreation Plan update, Munson Park Restroom upgrades, and Memorial Place landscaping and/or fencing. Remaining initiatives that have yet to be encumbered or expended include the Security Cameras and Lighting for downtown parks and this funding proposal for Foundation staff.

The Foundation has prepared a professional services agreement and entered into negotiations with an independent contractor to serve as the Grant Writing and Fundraising Coordinator for the Foundation. The goal of this position, if funded, is to leverage both private and public funds to further the implementation of the River Raisin Heritage Corridor- East Master Plan (RRHCEMP). As the City Council is aware, the RRHCEMP is an ambitious plan that will require significant funding from numerous sources over several years in order to implement. The establishment of the Grant Writing and Fundraising Coordinator position is one of the first steps in a larger fundraising campaign that the Foundation has been developing. Some of the other early steps that have already been accomplished include designation as a 501(c)3 not-for-profit organization and registration with the State of Michigan to solicit funds. Despite tremendous efforts from volunteers on the Foundation Board and their supporting organizations, it will require the work of paid professional staff in order to achieve the level of funding necessary to implement this Plan.

The proposed funding Agreement with the Foundation is set up to provide two equal installments of \$25,000.00 each. The first installment would be due within 30-days following the execution of this Agreement. The second installment would be due in 180-days, but is dependent on the Foundation submitting an accomplishments report to the City. The accomplishment report shall include, but is not limited to, individual(s) hired, grants applied for, number of contacts made, and funds received to-date (if any). This helps the City ensure these funds are being expended appropriately and that the Foundation is pursuing a number of other funding sources through the efforts of this staff position.

IT IS RECOMMENDED that City Council approve the proposed Funding Agreement between the City of Monroe and the River Raisin National Battlefield Park Foundation, Inc., authorize the Mayor and Clerk-Treasurer to execute the agreement, and approve payment of the first installment of \$25,000.00 as outlined in the Agreement.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: June 16, 2014

REASON FOR DEADLINE: Allows the River Raisin National Battlefield Park Foundation, Inc. to proceed in earnest with their fundraising efforts.

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY: City of Monroe Economic & Community Development Division

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City of Monroe Economic & Community Development Division, and Finance Department, River Raisin National Battlefield Park Foundation, Inc.

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 50,000.00
Cost of This Project Approval	\$ 50,000.00
Related Annual Operating Cost	\$ 0
Increased Revenue Expected/Year	\$ 0

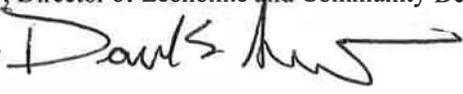
*

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
FY 2013-14 Capital Improvement Program, Unallocated Funds		TBD	\$50,000.00

Other Funds

Budget Approval: 

FACT SHEET PREPARED BY: Dan Swallow, Director of Economic and Community Development **DATE:** 6/10/14

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

COUNCIL MEETING DATE: June 16, 2014

Agreement between the City of Monroe and the River Raisin National Battlefield Park Foundation, Inc.

Whereas the City of Monroe (hereinafter City) has an interest in promoting the development of the River Raisin Heritage Corridor East Master Plan (hereinafter Plan) as endorsed by the City Council and adopted in the City Parks and Recreation Plan as a public purpose; and whereas the River Raisin National Battlefield Park Foundation, Inc. (hereinafter Foundation), a non-profit corporation, is specifically chartered and is working toward achieving the public development, preservation, recreation and educational components outlined in the Plan; and whereas the Foundation is intending to employ or enter into a contract with a Grant Writing and Fundraising Coordinator to assist the City and Foundation in raising funds for the implementation of the Plan; and whereas the Mayor and City Council of the City of Monroe deem it to be in the best interest of the City of Monroe to assist the Foundation with raising funds to achieve the public purposes adopted in the Plan;

Now therefore, the City and the Foundation agree as follows:

1. The City agrees to pay the Foundation the sum of Fifty Thousand Dollars (\$50,000.00) to assist in the hiring or contracting with a Grant Writing and Fundraising Coordinator for the implementation of the Plan to be accomplished by the Foundation. The funds will be split into two equal installments of Twenty Five Thousand Dollars (\$25,000) each, the first due 30-days following the execution of this Agreement, and the second due following submission of an accomplishment report by the Foundation at or before 180-days following the execution of this Agreement. The accomplishment report shall include, but is not limited to, individual(s) hired, grants applied for, number of contacts made, and funds received to-date (if any).
2. The duties and obligation of the Grant Writing and Fundraising Coordinator as well as the contractual arrangements for the position/function shall be subject to the review and approval of the City of Monroe through its City Manager. Any and all professional fundraisers hired must be registered with the State of Michigan and be licensed to fundraise.
3. This Agreement may be extended or amended only by a written instrument executed by both parties.
4. It is recognized that any additional funds provided by the City for the purpose of employing or contracting with a Grant Writing and Fundraising Coordinator will be subject to budget review and approval by City Council; notwithstanding the Foundation may, and is encouraged to, solicit other contributions for this purpose.
5. Either party may terminate this agreement by giving the other party no less than 30 days written notice of termination. Any funds not expended by the Foundation upon termination of this agreement shall be promptly refunded to the City of Monroe.

Witnesses:

City of Monroe

By: _____

Robert E. Clark, Mayor

Dated: _____

Dated: _____

Dated: _____

By: _____

Michelle LaVoy, Clerk/Treasurer

Dated: _____

Witness:

River Raisin National Battlefield Park Foundation, Inc.

Dated: _____

By: _____

Dated: _____



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Google Apps Agreement

DISCUSSION: For many years, the City of Monroe has used Microsoft Exchange in conjunction with Microsoft Outlook for its e-mail, calendar, contacts, etc. software. We are at the point where we need to upgrade our software and replace our network server. We are currently using a 2003 version of the Microsoft Exchange software. It has been estimated that it would cost us approximately \$35,000 to replace the server and purchase the associated software and storage if we were to stay with our current configuration.

Our IT staff from Monroe County has recommended that we consider converting to Google Apps, which is the same system currently used by the County. Google Apps is hosted by Google, so there would be no need to purchase a server. The application essentially works in "the cloud" and is available for use wherever an internet connection can be made. The first year cost savings would be \$20,000 to \$28,000 depending on the configuration and cost savings over a five year period is estimated at approximately \$13,000. Some City employees participated in a demonstration of the Google Apps product and it was found to meet our needs. One of the benefits of the Google App product is that each employee would have 30 gigabytes of storage for e-mail. This is much more than we have available to us today. We would continue to use our current e-mail addresses and most of the information that is currently in exchange can be converted into Google Apps. The Google Apps product would also be more efficient to support by our IT staff.

The Google Apps product is set up on a subscription basis and the City would pay a set amount per user licensed. The current annual amount is \$45.00 per user or \$6,750 per year based on 150 users. This pricing is set through Google and it is not subject to negotiation or bidding. The other part of the agreement that you are being asked to approve is professional services support from Onix. Onix would work with the City on the conversion from Microsoft Exchange and would generally provide the technical support needed for the process. They are the same company the County used in its conversion to Google and the pricing is the same as was received by the County.

Google is currently offering one month of free service for contracts that are signed by the end of June 2014. Since we were planning to go in this direction, now is a good time to act.

It is recommended that the Mayor and City Council approve the Onix Networking Government Customer Agreement that is attached and approve up to \$16,000 to be encumbered to cover first year licensing, up to for y (40) hours of technical support from Onix, and contingencies. It is further recommended that the City Manager be approved to execute any necessary agreements related to the implementation of Google Apps on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: 6/30/14

REASON FOR DEADLINE: Google free month of service offer

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Edward Sell, Finance Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: All City Departments

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 14,190
Cost of This Project Approval	\$ 14,190
Related Annual Operating Cost	\$ 6,750
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

<u>City</u>	<u>Account Number</u>	<u>Amount</u>
Information Systems Fund	636-30.915-956.000	\$ 6,750
Information Systems Fund	636-30.915-818.020	\$ 9,250
		\$ N/A
		\$ N/A
		\$ N/A
<u>Other Funds</u>		\$ N/A
		\$ N/A
		\$ N/A
		\$ N/A

Budget Approval: 

FACT SHEET PREPARED BY: Edward Sell, Finance Director 

DATE: 6/10/14

REVIEWED BY: 

DATE: 6-10-14

COUNCIL MEETING DATE: June 16, 2014



October 24, 2012

Colleen Hinzmann
County of Monroe
106 E. First Street
Monroe, MI 48161
Phone: 734-240-7313

Dear Colleen,

This Letter of Understanding is to address Professional Services support for The City of Monroe's Google Apps deployment. This Professional Services engagement allows for up to 40 hours of services on various technical and training tasks. These hours can be used at the discretion of The City of Monroe, and must be completely used within 12 months of the date listed on this Letter. Based on our discussions, an Onix Networking Consultant will provide Google Apps expertise and support including, but not limited to the following areas:

- Google Apps Directory Sync (GADS) configuration assistance
- Google Apps Migration for Microsoft Exchange (GAMME) setup, configuration, and testing
- Google Apps Message Security setup and configuration
- Mail routing guidance and assistance with changing the MX records
- Project Management, as needed
- Any other technical consulting/training requirements deemed necessary

Onix Networking estimates the project will take 40 hours. Onix Networking will provide the Consultants at a discounted rate of \$186.00 per hour. Thus, the total estimated cost for this Professional Services engagement is \$7,440.00. Any travel and living expenses during the engagement are additional, and will be billed back to the customer at cost. Any travel plans and associated cost will be pre-approved by The City of Monroe, and will be reasonable.

Half (50%) of the estimated services fees are due upon execution of this contract. The remainder of the services fees will be billed on a monthly basis, listing hours billed in the previous period. All invoices are to be paid within 30 days of receipt.

If these arrangements meet your requirements, please fax a signed copy of this Letter to my attention at (216-529-3020, or call me at (216) 529-3035 if you have any questions. You may also email a signed copy of this Letter to brian@onixnet.com.

We look forward to working with The City of Monroe, providing a smooth transition to Google Apps.



Your Billing Contact: _____
Your Billing Address: _____
Your PO Number: _____

Sincerely,

Accepted

Brian Mansell
Account Manager
Onix Networking

Name: _____

Title: _____

Current Costs for Microsoft Exchange E-mail System

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>
Hardware						
Exchange Server	\$7,448.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000.00
Exchange Server maintenance				\$300.00	\$300.00	
Software						
Exchange Server 2013	\$481.14	\$0.00	\$0.00	\$0.00	\$0.00	\$575.00
Exchange Server CALs (52.80 ea x 150)	\$7,920.00					9504
Outlook 2013 Licenses (53.56 ea x 150)	\$8,034.00					9641
Anti-virus (Vipre)	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$400.00
Anti-spam	\$1,155.00	\$1,270.50	\$1,397.55	\$1,537.31	\$1,691.04	\$2,032.25
Backup Software	\$440.00	\$484.00	\$532.40	\$585.64	\$644.20	\$775.00
Storage						
Storage (Google Equivalent - 30GB per person)	\$8,000.00	\$0.00	\$0.00	\$0.00		\$8,000.00
Electricity	\$730.00	\$730.00	\$730.00	\$730.00	\$730.00	\$750.00
TOTALS	<u>\$34,508.14</u>	<u>\$2,784.50</u>	<u>\$2,959.95</u>	<u>\$3,452.95</u>	<u>\$3,665.24</u>	<u>\$39,677.25</u>

Cost Comparison Current Lotus E-mail System vs. Google Apps

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 5	Total
Exchange	34,508.14	2,784.50	2,959.95	3,452.95	3,665.24	39,677.25	87,048.03
Google Apps	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	33,750.00
Cost Savings/Increase	27,758.14	(3,965.50)	(3,790.05)	(3,297.05)	(3,084.76)	32,927.25	13,620.78

Total Savings over 6-years

\$53,298.03

Intangibles

- Connectivity from anywhere
- 99% uptime - even if City network is down
- Available from smart phones
- No upgrade downtime
- Automatic upgrades from Google -- keeps up with technology
- Hosted only in the continental US
- Google Drive -- can eliminate some Microsoft Office license needs



Onix Networking Government Customer Agreement

Google Apps for Government and Google Vault

This Agreement, including all Exhibits attached hereto or referenced herein, (the "Agreement") is entered into by and between Onix Networking Corporation, an Ohio corporation, with offices at 18519 Detroit Avenue, Lakewood, Ohio 44107 ("Onix") and The City of Monroe, with offices located at 120 E. First Street, Monroe, MI 48161, hereinafter referred to as ("Customer"). Onix and The City of Monroe are sometimes referred to collectively herein as the "Parties" and individually as a "Party." This Agreement is effective as of the date signed by both parties (the "Effective Date").

WHEREAS, Onix is an authorized Google Apps and Google Vault Reseller; and Customer wishes to license Google Apps for Government and/or Google Vault;

NOW, THEREFORE, Onix and Customer hereby agree as follows:

1. **User Licenses.** "User Licenses" means the Google hosted services currently known as "Google Apps for Government" and/or Google Vault (as the services may be renamed from time to time) provided by Google and used by Customer under this agreement.
 - 1.1. "Users" mean employees of Customer authorized by Customer to access the User Licenses. User Licenses are sold by Onix on a per User, per year basis. "User License Fees" are the fees charged by Onix per User, multiplied by the number of Users as specified in the Onix Networking Services Schedule (Exhibit A).
 - 1.2. User Licenses will be delivered to Customer in electronic format. The User Licenses shall be deemed accepted by Customer upon provisioning of the Customer domain with the specified number of User Licenses, or upon the Effective Date of this Agreement, whichever occurs first.
2. **Google Apps and Google Vault License.** Customer agrees execute and to comply with the terms and conditions of the "Google Apps for Government via Reseller Agreement" (Exhibit B) when Google Apps for Government Licenses are purchases as specified in the Onix Networking Services Schedule (Exhibit A).
3. **Professional Services.** "Professional Services" means the Google Apps and Postini professional services and training provided by Onix as specified in the Onix Networking Services Schedule (Exhibit A). Onix will provide to Customer each Professional Service specified in the Onix Networking Services Schedule.
4. **Term.** The initial term of this Agreement shall be thirteen (13) months beginning on the Effective Date (the "Initial Term"). Thereafter, this Agreement shall be renewed automatically for consecutive renewal terms of twelve (12) months (such renewal terms together with the Initial Term, the "Term"), unless terminated by either party (effective as of the end of the then current term) by written notice thirty (30) days prior to the end of the applicable Term.
5. **Fees and Billing.** Onix will bill Customer for the User License Fees and Professional Services (the "Total Fees") as specified in the Onix Networking Services Schedule (Exhibit A) on or after the Effective Date.
 - 5.1. All User Licenses Fees are binding and final as of the Effective Date. All User License Fees are non-refundable for any Term.
 - 5.2. Total Fees are due thirty (30) days from the effective date. All payment due are in U.S. dollars. Customer is responsible for any and all applicable U.S. taxes (other than Onix's income tax) associated with the Total Fees.
 - 5.3. Onix may revise its fees (including, but not limited to the User License Fee) with at least thirty (30) days prior written notice to Customer, effective for the following term.
6. **Force Majeure.** Onix shall not be liable for inadequate performance of its obligations under the Agreement to the extent caused by a circumstance beyond its reasonable control, including, without limitation, Domain Name Server issues outside its direct control, labor strikes or shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages.

By signing below the parties acknowledge that they have received, understood and agreed to, in a legally binding manner, all components of the Agreement.

Customer:	The City of Monroe, MI		Onix Networking Corp.
Signature	_____	Signature	_____
Print Name	_____	Print Name	Timothy S. Needles
Title	_____	Title	President / CEO
Date	_____	Date	_____

Exhibit B

Google Apps for Government via Reseller Agreement

This Google Apps for Government via Reseller Agreement (the "Agreement") is entered into by and between Google Inc., a Delaware corporation, with offices at 1600 Amphitheatre Parkway, Mountain View, California 94043 ("Google") and The City of Monroe, MI, a Local Municipality formed under the laws of Michigan with an address at 120 E. First Street, Monroe, MI 48161 ("Customer"). This Agreement will be effective as of the date signed by Google below (the "Effective Date"). This Agreement governs Customer's access to and use of the Service.

1. Services.

- 1.1 Facilities. All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where Google stores and processes its own information of a similar type. Google has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access to or use of Customer Data.
- 1.2 Data Storage. As part of providing the Google Apps Core Services, Google will store the following Core Content, while permanently at rest, in the regions as described below, and as further detailed in Google's FISMA security authorization package, which is referenced in Section 1.3.
 - a. United States: Core Content for Gmail, Google Docs, Google Talk, and Google Calendar. Core Content for Gmail, Google Docs, Google Talk, and Google Calendar will be stored: (a) in servers dedicated to the Google Apps for Government Services; and (b) stored on encrypted drives using full disk encryption.
 - b. United States and the European Union: Core Content for Google Contacts, Google Groups, and Google Sites.
- 1.3 Federal Information Security Management Act (FISMA). The Google Apps Core Services received a FISMA "Authorization to Operate" for a Moderate impact system. Google will continue to maintain a System Security Plan (SSP) for the Google Apps Core Services, based on NIST 800-53 Rev. 3, or a similarly applicable standard. If Google does not maintain this SSP as stated, Customer's sole and exclusive remedy, and Google's entire liability, will be Customer's ability to terminate the Agreement upon thirty days prior written notice.
- 1.4 Modifications.
 - a. To the Services. Google may make commercially reasonable changes to the Services, from time to time. If Google makes a material change to the Services, Google will inform Customer, provided that Customer has subscribed with Google to be informed about such change.
 - b. To URL Terms. Google may make commercially reasonable changes to the URL Terms from time to time. If Google makes a material change to the URL Terms, Google will inform Customer by either sending an email to the Notification Email Address or alerting Customer via the Admin Console, or will alert Reseller. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify Google via the Help Center within thirty days after receiving notice of the change. If Customer notifies Google as required, or Reseller notifies Google on Customer's behalf, then Customer will remain governed by the terms in effect immediately prior to the change until the end of the then-current term for the affected Services. If the affected Services are renewed, they will be renewed under Google's then current URL Terms.
- 1.5 Customer Domain Name Ownership. Prior to providing the Services, Google or Reseller may verify that Customer owns or controls the Customer Domain Names. If Customer does not own, or control, the Customer Domain Names, then Google will have no obligation to provide Customer with the Services.
- 1.6 Ads.
 - a. Default Setting. The default setting for the Services is one that does not allow Google to serve Ads. Customer or Reseller may change this setting in the Admin Console, which constitutes Customer's authorization for Google to serve Ads. If Customer or Reseller enables the serving of Ads, it may revert to the default setting at any time and Google will cease serving Ads.
 - b. Generally. Ads will comply with the AdWords Guidelines. Except as stated otherwise under this Agreement, Google will neither contact the End Users directly through email, nor authorize a third party to contact the End Users directly by email, for advertising purposes. If Google is authorized to serve Ads, any revenue generated from the display of Ads will be retained by Google and will not be subject to any revenue sharing.

1.7 Google Apps Vault. If Customer purchases Google Apps Vault, the following additional terms apply:

- a. Retention. Google will have no obligation to retain any archived Customer Data beyond the retention period specified by Customer (other than for any legal holds). If Customer does not renew Google Apps Vault, Google will have no obligation to retain any archived Customer Data.
- b. Partial Provisioning. If the number of End User Accounts Customer purchases for Google Apps Vault is less than the number of End User Accounts Customer purchases (or has previously purchased) for Google Apps for Government Customer may not use more End User Accounts of Google Apps Vault than it has purchased. Google may audit Customer's account at any time to ensure that Customer is not violating this Section. If Google determines that Customer is violating this Section, Customer will be in material breach of this Agreement.

2. Customer Obligations.

2.1 Compliance. Customer will use the Services in accordance with the Acceptable Use Policy. Google may make new applications, features or functionality available from time to time through the Services, the use of which may be contingent upon Customer's agreement directly or through Reseller to additional terms. In addition, Google will make other Non-Google Apps Products, separate from the Services, available to Customer and its End Users in accordance with the Non-Google Apps Product Terms and the applicable product-specific Google terms of service. Customer can enable or disable the Non-Google Apps Products at any time through the Admin Console. Customer agrees that its use of the Domain Service is subject to its compliance with the Domain Service Terms.

2.2 Aliases. Customer or Reseller is solely responsible for monitoring, responding to, and otherwise processing emails sent to the "abuse" and "postmaster" aliases for Customer Domain Names but Google may monitor emails sent to these aliases for Customer Domain Names to allow Google to identify Services abuse.

2.3 Customer Administration of the Services. Customer may specify one or more Administrators through the Admin Console who will have the rights to access Admin Account(s) and to administer the End User Accounts. Customer and Reseller are responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating those individuals who are authorized to access the Admin Account(s); and (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement. Customer agrees that Google's responsibilities do not extend to the internal management or administration of the Services for Customer and that Google is merely a data-processor.

2.4 End User Consent. Customer's Administrators may have the ability to access, monitor, use, or disclose data available to End Users within the End User Accounts. Customer will obtain and maintain all required consents from End Users to allow: (i) Customer's access, monitoring, use and disclosure of this data and Google providing Customer with the ability to do so, and (ii) Google to provide the Services.

2.5 Unauthorized Use. Customer will use commercially reasonable efforts to prevent unauthorized use of the Services, and to terminate any unauthorized use. Customer or Reseller will promptly notify Google of any unauthorized use of, or access to, the Services of which it becomes aware.

3. Requesting End User Accounts; Services Term. Requesting End User Accounts, as well as initial and renewal terms for the Services, are to be decided upon between Customer and Reseller.

4. Payment. Customer will pay Reseller for the Services. As a result, all payment terms are to be decided upon between Customer and Reseller.

5. Technical Support Services.

5.1 By Customer. Customer or Reseller will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer's or End Users' use of the Services. Customer or Reseller will use commercially reasonable efforts to resolve support issues before escalating them to Google.

5.2 By Google. If Customer or Reseller cannot resolve a support issue consistent with the above, then Customer or Reseller (as applicable based on the agreement between Google and Reseller) may escalate the issue to Google in accordance with the TSS Guidelines. Google will provide TSS to Customer or Reseller (as applicable) in accordance with the TSS Guidelines.

6. Suspension.

6.1 Of End User Accounts by Google. If Google becomes aware of an End User's violation of the Agreement, then Google may specifically request that Customer Suspend the applicable End User Account. If Customer fails to comply with Google's request to Suspend an End User Account, then Google may do so. The duration of any Suspension by Google will be until the applicable End User has cured the breach which caused the Suspension.

6.2 Emergency Security Issues. Notwithstanding the foregoing, if there is an Emergency Security Issue, then Google may automatically Suspend the offending use. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue. If Google Suspends an End User Account for any reason without prior notice to Customer, at Customer's request, Google will provide Customer the reason for the Suspension as soon as is reasonably possible.

7. Confidential Information.

- 7.1 Obligations. Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section.
- 7.2 Exceptions. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.
- 7.3 Required Disclosure. Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.
- 7.4 Third Party Requests. Customer is responsible for responding to Third Party Requests. Google will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request in a manner permitted by law; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) provide Customer with the information or tools required for Customer to respond to the Third Party Request. Customer will first use the Admin Tool to access the required information, and will contact Google only if it is insufficient for Customer's needs.

8. Intellectual Property Rights; Brand Features.

- 8.1 Intellectual Property Rights. Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data, and Google owns all Intellectual Property Rights in the Services.
- 8.2 Display of Brand Features. Google may display only those Customer Brand Features authorized by Customer (such authorization is provided by Customer uploading its Brand Features into the Services), and only within designated areas of the Service Pages. Customer may specify the nature of this use using the Admin Console. Google may also display Google Brand Features on the Service Pages to indicate that the Services are provided by Google. Neither party may display or use the other party's Brand Features beyond what is allowed in this Agreement without the other party's prior written consent.
- 8.3 Brand Features Limitation. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights in those Brand Features. A party may revoke the other party's right to use its Brand Features pursuant to this Agreement with written notice to the other and a reasonable period to stop the use.
9. Restrictions on Use. Unless Google specifically agrees in writing, Customer will not, and will use commercially reasonable efforts to make sure a third party does not: (a) sell, resell, lease, or the functional equivalent, the Services to a third party (unless expressly authorized in this Agreement); (b) attempt to reverse engineer the Services or any component; (c) attempt to create a substitute or similar service through use of, or access to, the Services; (d) use the Services for High Risk Activities; or (e) use the Services to store or transfer any Customer Data that is controlled for export under the International Traffic in Arms Regulations (ITAR). Customer is solely responsible for any applicable compliance with HIPAA.
10. Publicity. Customer agrees that Google may include Customer's name or Brand Features in a list of Google customers. Customer also agrees that Google may verbally reference Customer as a customer of the Google products or services that are the subject of this Agreement. This section is subject to Section 8.3.
11. Government Purposes. The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable civilian and military Federal acquisition regulations and any supplements thereto. If the user of the Services is an agency, department, employee, or other entity of the United States Government, under FAR 12.212 and DFARS 227.7202, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, including technical data or manuals, is governed by the terms and conditions contained in this Agreement, which is Google's standard commercial license agreement.
12. Representations, Warranties and Disclaimers.
- 12.1 Representations and Warranties. Each party represents that it has full power and authority to enter into the Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable (including applicable security breach notification law). Google warrants that it will provide the Services in accordance with the applicable SLA. Customer represents and warrants that it is a state, city, or federal government entity.
- 12.2 Disclaimers. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. GOOGLE MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT A TELEPHONY SERVICE AND THAT THE SERVICES ARE NOT

CAPABLE OF PLACING OR RECEIVING ANY CALLS, INCLUDING EMERGENCY SERVICES CALLS, OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

13. Term and Termination.

- 13.1 Term. The term for the Services will be as decided upon between Reseller and Customer. This Agreement will remain in effect for the Term.
- 13.2 Termination for Breach. Either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.
- 13.3 Effects of Termination. If this Agreement terminates, then: (i) the rights granted by one party to the other will cease immediately (except as set forth in this Section); (ii) Google will provide Customer or Reseller access to, and the ability to export, the Customer Data for a commercially reasonable period of time at Google's then-current rates for the applicable Services; (iii) after a commercially reasonable period of time, Google will delete Customer Data by removing pointers to it on Google's active servers and overwriting it over time; and (iv) upon request each party will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other party.

14. Indemnification.

- 14.1 By Customer. Unless prohibited by applicable law and without waiving sovereign immunity, Customer will indemnify, defend, and hold harmless Google from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (i) regarding Customer Data or Customer Domain Names; (ii) that Customer Brand Features infringe or misappropriate any patent, copyright, trade secret or trademark of a third party; or (iii) regarding Customer's use of the Services in violation of the Acceptable Use Policy.
- 14.2 By Google. Google will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that Google's technology used to provide the Services or any Google Brand Feature infringe or misappropriate any patent, copyright, trade secret or trademark of such third party. Notwithstanding the foregoing, in no event shall Google have any obligations or liability under this Section arising from: (i) use of any Services or Google Brand Features in a modified form or in combination with materials not furnished by Google, and (ii) any content, information or data provided by Customer, End Users or other third parties.
- 14.3 Possible Infringement.
- a. Repair, Replace, or Modify. If Google reasonably believes the Services infringe a third party's Intellectual Property Rights, then Google will: (a) obtain the right for Customer, at Google's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services so that they no longer infringe.
- b. Suspension or Termination. If Google does not believe the foregoing options are commercially reasonable, then Google may suspend or terminate Customer's use of the impacted Services. If Google terminates the impacted Services, then Google will notify Customer or Reseller, or both.
- 14.4 General. The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed; and (b) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

15. Limitation of Liability.

- 15.1 Limitation on Indirect Liability. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.
- 15.2 Limitation on Amount of Liability. NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO RESELLER FOR THE SERVICES DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.
- 15.3 Exceptions to Limitations. These limitations of liability apply to the fullest extent permitted by applicable law but do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, or indemnification obligations.

16. Miscellaneous.

- 16.1 Notices. Unless specified otherwise herein, (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.
- 16.2 Assignment. Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except to an Affiliate, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.
- 16.3 Change of Control. Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) the party experiencing the change of control will provide written notice to the other party within thirty days after the change of control; and (b) the other party may immediately terminate this Agreement any time between the change of control and thirty days after it receives the written notice in subsection (a).
- 16.4 Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.
- 16.5 No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.
- 16.6 Severability. If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.
- 16.7 No Agency. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.
- 16.8 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.
- 16.9 Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.
- 16.10 Governing Law.
- a. For State and City Government Entities. If Customer is a city or state government entity, then the parties agree to remain silent regarding governing law and venue.
 - b. For Federal Government Entities. If Customer is a federal government entity then the following applies: This Agreement will be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws. Solely to the extent permitted by federal law: (i) the laws of the State of California (excluding California's choice of law rules) will apply in the absence of applicable federal law; and (ii) FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.
 - c. For All other Entities. If Customer is any entity not set forth in Section 16.10(a) or (b) then the following applies: This Agreement is governed by California law, excluding that state's choice of law rules. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.
- 16.11 Amendments. Any amendment must be in writing and expressly state that it is amending this Agreement.
- 16.12 Survival. The following sections will survive expiration or termination of this Agreement: Section 7, 8.1, 13, 14, 15 and 16.
- 16.13 Entire Agreement. This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. If Customer is presented with a similar agreement on the same subject matter upon its log in to use the Services, this Agreement supersedes and replaces that agreement. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference.
- 16.14 Interpretation of Conflicting Terms. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Agreement, and the terms located at any URL.
- 16.15 Counterparts. The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

17. Definitions.

"Acceptable Use Policy" means the acceptable use policy for the Services available at http://www.google.com/a/help/intl/en/admins/use_policy.html or such other URL as Google may provide.

"Admin Account(s)" means the administrative account(s) provided to Customer by Google, or to Reseller by Customer, for the purpose of administering the Services. The use of the Admin Account(s) requires a password, which Google will provide to Customer or Reseller.

"Admin Console" means the online tool provided by Google to Customer for use in reporting and certain other administration functions.

"Administrators" mean the Customer-designated technical personnel who administer the Services to End Users on Customer's behalf.

"Ads" means online advertisements displayed by Google to End Users.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

"Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

"Confidential Information" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is Customer's Confidential Information.

"Core Content" means the following subsets of Customer Data with respect to these individual components of the Services:

- GMail: messages and attachments;
- Google Calendar: events and descriptions of events;
- Google Contacts: content of the address book;
- Google Docs: content authored by the owner or collaborators of the doc, not including content hosted on (i) other Google products not referenced in Core Content or (ii) other third party websites;
- Google Groups: message and message search archive;
- Google Sites: content authored by the owners or collaborators of the site; not including content hosted on (i) other Google products not referenced in Core Content or (ii) other third party websites;
- Google Talk: archived "on the record" Talk conversations.

"Customer Data" means data, including email, provided, generated, transmitted or displayed via the Services by Customer, or Reseller on behalf of Customer.

"Customer Domain Names" mean the domain names owned or controlled by Customer, which will be used in connection with the Services.

"Domain Service" means a service provided by Google to Customer purely for Customer's convenience, where Customer may, through a Google-provided interface, register domain names through, or transfer domain names to, Registrar Partners (as defined in the Domain Service Terms).

"Domain Service Terms" means the terms at: http://www.google.com/a/help/intl/en/admins/domain_service_terms.html, or other such URL as may be provided by Google.

"Emergency Security Issue" means either: (a) Customer's use of the Services in violation of the Acceptable Use Policy, which could disrupt: (i) the Services; (ii) other customers' use of the Services; or (iii) the Google network or servers used to provide the Services; or (b) unauthorized third party access to the Services.

"End Users" means the individuals Customer permits to use the Services.

"End User Account" means a Google-hosted account established by Customer through the Services for an End User.

"Google Apps Core Services" means the following components of the Services: Gmail, Google Calendar, Google Contacts, Google Docs, Google Groups, Google Talk, Google Sites, as well as the supporting general support system.

"Help Center" means the Google help center accessible at <http://www.google.com/support/> or other such URL as Google may provide.

"High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time, and any regulations issued thereunder.

"Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

"Non-Google Apps Products" means Google products which are not part of the Services, but which may be accessed by End Users using their End User Account login and password. The Non-Google Apps Products are set forth at the following URL: <http://www.google.com/support/a/bin/answer.py?hl=en&answer=181865>, or such other URL as Google may provide.

"Non-Google Apps Product Terms" means the terms found at the following URL: http://www.google.com/apps/intl/en/terms/additional_services.html, or such other URL as Google may provide from time to time.

"Notification Email Address" means the email address designated by Customer to receive email notifications from Google. Customer may provide a Reseller email address for this purpose if it so chooses. Customer may change this email address through the Admin Console.

"Reseller" means the Google Apps reseller Customer is paying to provide access to and use of the Services.

"SDN List" is the US Treasury Department's List of Specially Designated Nationals.

"Service Pages" mean the web pages displaying the Services to End Users.

"Services" means, as applicable, the Google Apps for Government Services and Google Apps Vault provided by Google and used by Customer under this Agreement. The Services are as described here: http://www.google.com/a/help/intl/en/users/user_features.html, or other such URL as Google may provide. For the purposes of this Agreement, the Google Apps Core Services are listed in the definition of "Google Apps Core Services" above.

"SLA" means the Service Level Agreement located here: http://www.google.com/apps/intl/en/terms/reseller_sla.html, or such other URL as Google may provide from time to time.

"Suspend" means the immediate disabling of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.

"Term" means the term of the Agreement, which will begin on the Effective Date and continue for as long as Customer is receiving Services from Google, unless terminated earlier pursuant to the Agreement, or pursuant to Customer's agreement with Reseller.

"Third Party Request" means a request from a third party for records relating to an End User's use of the Services. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

"TSS" means the technical support services provided by Google to the Administrators during the Term pursuant to the TSS Guidelines.

"TSS Guidelines" means Google's technical support services guidelines then in effect for the Services. TSS Guidelines are at the following URL: <http://www.google.com/a/help/intl/en/admins/tssg.html> or such other URL as Google may provide.

"URL Terms" means the Acceptable Use Policy, the SLA and the TSS Guidelines.

IN WITNESS WHEREOF, the parties have executed this Agreement by persons duly authorized as of the date signed by Google below.

Google Inc.

Customer: The City of Monroe, MI

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

(Print Name)

(Print Name)

Title: _____

Title: _____

Date: _____

Date: _____



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Fiscal Year 2013-14 Budget Amendment

DISCUSSION: With the adoption of the 2014-15 budget in April 2014, the City Council also adopted an amendment to the 2013-14 budget. It is normally expected that this will be the last budget amendment for the year, but a review is completed before fiscal year end (June 30) to see if any additional adjustments are needed. As a result of this year's review, three adjustments are needed. One is related to the Refuse Fund and the amount budgeted for contracted refuse hauling services. The second is related to the Brownfield Redevelopment Authority and the payback of unused loan funds related to the Ventower project. The final adjustment is related to Repair and Maintenance Supplies in the Stores and Equipment Fund.

The Refuse Fund account charged for refuse and yard waste hauling services and dumpster services is currently budgeted at \$1,020,000. It looks as though the actual costs will be approximately \$1,040,000. This difference appears to be due to a missed estimate primarily due to increased diesel fuel surcharges from the hauler. The funds will come from the estimated fund balance at June 30, 2014 of approximately \$85,000.

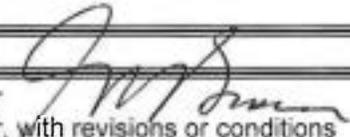
The Brownfield Authority received a \$1.0 million loan for environmental cleanup at the Ventower site. Other sources of funding, including grants, with better repayment terms were used for the cost of the cleanup. The amount of unused funds including interest earned on the funds from prior fiscal years is \$692,194.23. The funds will be returned to the State of Michigan in June 2014. An amendment to the Brownfield Authority budget in that amount is requested.

The final amendment is a \$25,000 increase to the Repair and Maintenance Supplies line item in the Stores and Equipment Fund. The addition is due to an increase in use of salt that was in inventory at the end of the 2013 fiscal year.

It is recommended that the Mayor and City Council approve a budget amendment to add \$20,000 to the Refuse Fund Refuse Pick-Up account, increase the Brownfield Authority budget by \$692,195, and increase the Stores and Equipment Fund Repair and Maintenance Supplies line item by \$25,000.

CITY MANAGER RECOMMENDATION:

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



APPROVAL DEADLINE: June 30, 2014

REASON FOR DEADLINE: Fiscal year end

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Edward Sell, Finance Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Finance, DPS, BRA

FINANCES

COST AND REVENUE PROJECTIONS:

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

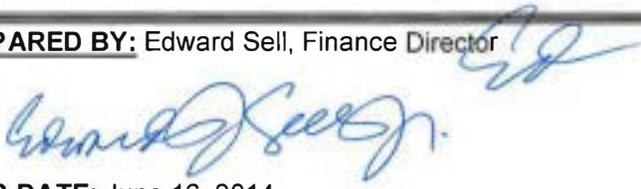
SOURCE OF FUNDS:

<u>City</u>	<u>Account Number</u>	<u>Amount</u>
Refuse Fund	226-60.528-818.020	\$ 20,000
Stores & Equipment Fund	641-60.521-775.000	\$ 25,000
<u>Other Funds</u>		
BRA	755-65.695-955.000	\$692,195

Budget Approval: 

FACT SHEET PREPARED BY: Edward Sell, Finance Director

DATE: 6/10/2014

REVIEWED BY: 

DATE: 6-10-14

COUNCIL MEETING DATE: June 16, 2014



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: RAILROAD STREET BLOCK PARTY

DISCUSSION: The City received a request from Candice McIntosh of Railroad Street for permission to hold a block party on June 28, 2014. Specifically the request is to close the 400 block of Railroad Street between Third and Fifth Streets from 6:00 p.m. – 10:00 p.m. for the party.

The request was reviewed by the administrative staff and there were no objections to the request subject to emergency vehicle access being maintained. City staff has confirmed with the applicant that the adjacent property owners were contacted and they support the event.

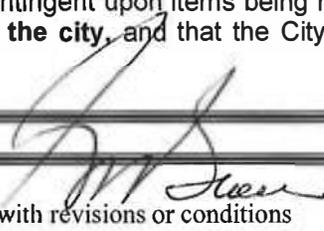
DPS personnel will place and pick up barricades on normal hours, residents can place in street.

The Police Department does not foresee any traffic issues as long as D.P.S. provides barricades to prevent motor vehicle traffic within the requested area. The Afternoon Shift Commanders will be made aware of the event so their shifts can make periodic checks.

Therefore, it is recommended, that City Council approve the request contingent upon items being met as outlined by the administration, **subject to no additional overtime or other costs to the city**, 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: 6/11/14

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 6/16/14

To whom it may concern,

I Candice McIntosh would like to have a block party on the 28th of June 2014 at 6:00pm on the 400 block of rail road starting at Third st. and ending at 5th st. I have also talked to my neighbors which is my family and everyone has agreed!

Thank you,

Candice McIntosh

415 Rail Road

734-431-9854

or

734-777-7361 (Shantel Taylor)

RECEIVED

JUN 11 2014

MAYOR'S OFFICE

Memorandum

To: Thomas C. Moore III, Chief of Police
From: Lt. Gregory N. Morgel
cc: Patricia Weaver, Executive Secretary to the Mayor/Manager City of Monroe, file
Date: June 11, 2014
Re: **Staff Study – “Block Party” in the 300 - 400 block of Railroad Street**

I have reviewed the request submitted by Candice McIntosh of 415 Railroad Street to hold a block party in the 300 - 400 block of Railroad Street on Saturday, June 28, 2014. Ms. McIntosh is requesting the closure of Railroad Street between East Third Street and East Fifth Street, from 6:00 pm on Saturday, June 28, 2014 until 10:00 pm on Saturday, June 28, 2014.

This event does not require any direct police supervision. There should not be any traffic issues as long as DPS provides barricades to prevent motor vehicle traffic on of Railroad Street between East Third Street and East Fifth Street. Any necessary emergency responses should not be significantly impacted by the closure. As long as DPS delivers the necessary barricades on Friday, June 27th, the organizers will place them and remove them from the roadway.

I recommend approval of this event, provided the necessary permits are obtained. I will coordinate with DPS to ensure the proper barricades are in place for the event. I will notify the respective Shift Commander of the event so they can have their squad make periodic checks of the block party.

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

EVENT CHAIRPERSONS: Candice McIntosh 415 Railroad Street 734-431-9254
Shantel Taylor 734-777-7361



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM KRISTEN GIBSON ON BEHALF OF AUTISM SPEAKS FOR PERMISSION TO HOLD A WALK/CHARITY EVENT AT ST. MARY'S PARK ON JUNE 29, 2014

DISCUSSION: The City received a request from Kristen Gibson on behalf of Autism Speaks for permission to hold a walk/charity event at St. Mary's Park on June 29, 2014 from 10:00 a.m. – 3:00 p.m. Specifically the request is to hold a walk-a-thon event beginning at St. Mary's Park, use of band shell, electricity, and that the fees to use St. Mary's Park be reduced.

The request was reviewed by the administrative staff and there were no objections subject to special event application, all insurance requirements are met, proper permits are obtained, and **receipt of deposit in full of estimated costs no later than 14 days prior to event.**

The Police Department has no objections to the event and there is no need for police presence at this event. The Day Squad will be informed of the event so they can make periodic checks of this event.

The Department of Engineering and Public Services has no objections to this event. We will make sure the power is on at the band shell.

The Recreation Department has reviewed the request and has no objections to the event. The band shell and shelter have been reserved. The cost for the rental of the band shell is \$182.50 (\$365 less 50% discount for non-profit) and \$150 key deposit.

Therefore, it is recommended, that City Council approve this request contingent upon items being met as outlined by the administration, subject to costs recovery & fee waivers in accordance with City Council adopted policy, **with no reduction in fees to use St. Mary's Park**, 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, Planning, and Manager

FINANCES

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office

DATE: 6/11/14

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 6/16/14

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

Name of Applicant (Organization): Walk for Autism Speaks

Contact Person: Kristen Gibson

Address: 5108 W. Albain Rd Monroe MI 48161

Phone: 734-819-2926 **Fax:** _____

Dates Requested: June 29, 2014

Location Requested: City Park Private Property Public Property

PROJECT LOCATION (Address): St. Marys Park 103 W Elm,

PROPERTY OWNER INFORMATION

Name: _____

Address: _____

Phone: _____ **Fax:** _____

EVENT DESCRIPTION:

Walk and charity event to raise money
for autism speaks. Event for the community to spread
awareness for autism.

10 AM - 3 pm.

TYPE OF BUSINESS ON SITE: _____

Application Fee \$ 150.00

\$20.00 wk \$

Total Fee \$

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

OWNER: _____

DATE: _____

APPLICANT: Kristen Gibson

DATE: JUN 11 2014

RECEIVED

CITY MANAGER'S OFFICE

To whom it may concern,

I am writing you about the event I am wanting to host at St. Mary's Park on Sunday June 29th 2014 for Autism Speaks. This is a charity that I take very serious being an aunt of an autistic child. I have a few parents of autistic children along with other volunteers helping me with set up, cleanup, and security. We have all came together to be a voice for these children to bring the awareness of autism to the city of Monroe. I am requesting to use St. Mary's Park along with the bandstand and the electricity. We will be having a lot of fun activities for the kids. As for parking, I'm sure that the parking lot will be plenty for the people coming. We're expecting 100 people but would like to get more if not this year then the next years to come. The walk portion will be short. We're gonna start at St. Mary's on Monroe St. and head down to front and cut through to the bridge to our ending. It's not too long but makes the kids feel like they did something important. I am also requesting a discount on the fee since it is for a charity and is tax deductible. Hopefully you will approve my request and even more importantly I hope to see you there! Thank you!

Warm Wishes,
Kristen Gibson
734-819-2926

Time of event: 10 Am - 3 pm

WALK NOW FOR AUTISM SPEAKS®

F A M I L I E S F I R S T

Monroe Michigan City Council,

Kristen Gibson has the permission of Autism Speaks to host a walk fundraising event using our logo and branding with the understanding that 100% of the proceeds from the event will come back to our organization. We grant her permission to host this walk on Sunday, June 29th at St. Marys Park.

Below is Tax-Id information for Autism Speaks:

Autism Speaks is a registered 501(c)3 organization. Tax ID Number 20-2329938.

Autism Speaks is the nation's largest autism science and advocacy organization, dedicated to increasing awareness of autism spectrum disorders, to funding research into the causes, prevention and treatments for autism, and to advocating for the needs of individuals with autism and their families. We accomplish this through our signature grassroots event, Walk Now For Autism Speaks, and hope you will partner with us to find more pieces to the autism puzzle.

Please be in touch with any questions or concerns. We sincerely appreciate you allowing us to use your facilities.

Warmest regards,



Kaitlin Hart
Senior Coordinator; Field Development- Michigan
Autism Speaks
810-869-8426
kaitlin.hart@autismspeaks.org

Did you know?

- The CDC states that autism now affects 1 in every 68 children
- Every 11 minutes a child is diagnosed with autism.
- More children will be diagnosed with autism this year than with AIDS, diabetes and cancer combined.
- Less than 1% of the budget of the National Institutes of Health is devoted to autism research
- There is no medical detection or cure for autism.

City of Monroe

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

Building Department

Invoice For Permit: PBD-14-0259

Date: 06/11/2014

Pay by Account In Full



Pay by Account In Full

\$ 75.00

WALK FOR AUTISM SPEAKS

5108 W ALBAIN RD

Monroe MI 48161

Invoice Number	Permit Number	Address	Amount Due
00041567	PBD-14-0259	103 W ELM AVE	\$ 75.00



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

Total Amount Due	\$ 75.00
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*Pd. 75.00 cash
6-11-14 RP.*

Weaver, Patricia

From: Morgel, Gregory
Sent: Wednesday, June 11, 2014 1:49 PM
To: Weaver, Patricia
Cc: Moore, Thomas
Subject: RE: Autism Walk for Chairty - June 29

The Police Department has no objections to the event, as detailed. The Day squad on this date will be made aware of it. This event will not entail any overtime or extra costs from the Police Department.

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

Lt. Morgel

From: Weaver, Patricia
Sent: Wednesday, June 11, 2014 1:41 PM
To: Lapointe, Loretta; Swallow, Dan; Hoskins, Manuel; Laroy, Barry; Woodcock, Keith; Lewis, Patrick; Moore, Thomas; Mominee, Joseph; Sell, Edward
Cc: Brown, George; Morgel, Gregory; Yount, Tammy; Palmer, Alline; Lavoy, Michelle
Subject: FW: Autism Walk for Chairty - June 29

All,

Please see the back ground note on this item which I've attached. The walk should have been handled like a special event because they're using the park, band shell and electricity. They've revised their original request and now just plan to walk on the sidewalk and hold a fundraiser within the Park.

Please review and comment ASAP! This item is being placed on the June 16th agenda. Applicant just returned the completed application today which she picked up on April 7th. (see email I sent to department administrative assistants on 4/7.)

Thank you.

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

From: CanonCopier@monroemi.gov [<mailto:CanonCopier@monroemi.gov>]
Sent: Wednesday, June 11, 2014 1:40 PM
To: Weaver, Patricia
Subject: Canon scan



CITY OF MONROE

City Clerk

October 14, 2013

Kristen Gibson
Autism Speaks
5108 W. Albain Road
Monroe, MI 48161

Dear Ms. Gibson,

The City Administration of the City of Monroe has reviewed your request on behalf of Autism Speaks, for permission to hold a charity event, Walk on Sunday, April 27, 2014 from 9:00 a.m. to 6:00 p.m., and to have raffles, food & drinks & entertainment.

The City Manager and staff have recommended approval of request contingent upon items being met as outlined by the administration; a park permit be secured through the Recreation Department to use the band shell, electricity and the pavilion, and obtain a permit from the health department for any food that is not pre-packaged, i.e. food that will be cooked on site or off site and served at the event.

If you have any questions, please advise.

Sincerely,

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

cc: Department of Engineering & Public Services
Police Department
Fire Department
Economic & Community Development
Building Department
City Manager