
RULE OF THE CHAMBER

Any person wishing to address the Council shall step up to the podium, state their name and address in an audible tone of voice for the record, and unless further time is granted by the Council, 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 podium, 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.

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) 384-9136. The City of Monroe website address is www.monroemi.gov.

**AGENDA - CITY COUNCIL REGULAR MEETING
MONDAY, JANUARY 5, 2009
AMENDED**

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. PRESENTATION.

Presentation by Police Chief, John Michrina of a police chase video.

V. PROCLAMATION.

1 Lieutenant Colonel Brian K. Chappell Day – December 26, 2008.

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

A. Approval of the Minutes of the Regular Meeting held on Monday, December 15, 2008.

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

2 Sanitary Force Main Repair Change Order.

1. Communication from the Department of Engineering and Public Services, submitting a change order request to the North Telegraph Road Sanitary Pump Station Contract, and recommending that City Council award a Change Order to the North Telegraph Road Sanitary Pump Station project to Triangle Excavating in the amount of \$5,778.06, that the City Council award a Change Order to the 2008 Water Main Rehabilitation Program to Insituform in the amount of \$51,250.00, and that a total of \$65,600 be encumbered to include a 15% contingency for the total work, and further recommending that the Director of Engineering and Public Services be authorized to sign the change orders on behalf of the City of Monroe.

2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 3 LaPlaisance Road Water Main Replacement Change Order.
 1. Communication from the Director of Engineering and Public Services, submitting a change order request to allow for equitable adjustments in the unit pricing where material prices have increased substantially over 2008 prices, and recommend that City Council award a change order to the 2008 Water Main Replacement Program for the LaPlaisance Road Water Main Replacement to E. R. Zeiler Excavating, Inc., in the amount of \$180,306.10, and that a total of \$207,000 be encumbered to include a 15% project contingency, and further recommending that the Director of Engineering and Public Services be authorized to sign the change order on behalf of the City of Monroe.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 4 Winchester Street Bridge Rehabilitation – Design Contract Award.
 1. Communication from the Director of Engineering and Public Services, reporting back on Winchester Street Bridge deficiencies unveiled during inspections and recommending that the City award a contract for design for the rehabilitation of the Winchester Street bridge to the Mannik and Smith Group in an amount not to exceed \$58,850, and that the Director of Engineering and Public Services be authorized to execute the agreement on behalf of the City, and further recommending that the Finance Director be authorized to appropriate this funding from the Major Street Fund Balance.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 5 MERS Participation agreement – Retiree Health Care Savings Program.
 1. Communication from the Director of Finance, reporting back on provisions to require all employees hired after July 1, 2008 to participate in a health care savings program, and recommending that Council approve the attached resolution and participation agreement for the Health Care Savings Program with MERS, and further recommending that the City Manager be approved to sign the agreement on its behalf.
 2. Supporting documents.
 3. Action: Accept, place on file and the resolution be adopted.
- 6 Programmable Logic Controller (PLC) Bid.
 1. Communication from the Director of Engineering and Public Services reporting back on bids received for the PLC processors to replace 6 existing PLC units as part of the overall Water Treatment Plant Automation project, and recommending that a purchase order in the amount of \$16,642.00 be awarded to Dillin Control Systems Corporation for the purchase of 6 PLC processors to be used as part of the overall Water Treatment Plant Automation project in accordance with the bid specifications.

2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 7 Hydraulic Lift Capacity Increase Contract.
1. Communication from the Director of Engineering and Public Services, submitting a request to upgrade the capacity of the hydraulically-operated 24,000 pound capacity lift, and recommending that a contract for the increase in capacity to 36,000 pounds for the Department of Public Services hydraulic lift be awarded to Allied, Inc. in the amount of \$8,995.00, and that the Director of Engineering and Public Services be authorized to issue a purchase order on behalf of the City of Monroe.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 8 Purchase of Extended Warranties for Fifteen In-Car Video Recorders.
1. Communication from the Police Department, reporting back on police vehicle Watchguard DV-1 in-car video recording warranties expiring in December 2008, and recommending the purchase of two years of additional warranty coverage for all fifteen Watchguard video recorders in use for a total cost of \$12,875.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 9 United Way Banner Request.
1. Communication from the City Managers Office, reporting back on a request from the United Way of Monroe County for permission to display a banner across Monroe Street from October 3 – 31, 2009 announcing their annual campaign, and recommending that the request be approved.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 10 Barrier Free Ramp Resolution.
1. Communication from the City Managers Office, reporting back on a request from City Council that the Building Department Staff bring a Resolution to set a flat fee for barrier free ramp construction, and City staff does not have an alternative recommendation for a Barrier Free Accessible Ramp permit fee, different from the one provided in May of 2008, however the Mayor and Council have the authority to set a different fee.
 2. Supporting documents.
 3. Action: Accept, place on file and the resolution be adopted.
- 11 Emergency Purchase of Boiler Heating Coils – Wastewater Department.
1. Communication from the Director of Water & Wastewater Utilities, submitting a proposal to purchase new coils for the boiler heating system at the Wastewater Treatment Plant from Monroe Plumbing & Heating (MP&H), and recommending that

Council award the emergency purchase price of \$8,440.00 to MP&H, and further recommending that Council confirm the administrative decision to perform an emergency direct purchase of boiler heating coils and that the purchase be allowed to proceed as scheduled.

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

VII. MAYOR'S COMMENTS.

VIII. CITY MANAGER COMMUNICATION.

IX. COUNCIL COMMENTS.

X. CITIZENS COMMENTS

XI. CITY COUNCIL CLOSED SESSION TO DISCUSS COLLECTIVE BARGAINING.

XII. ADJOURNMENT.

PROCLAMATION

- WHEREAS,** it is an honor and privilege that the Mayor and City Council have been given this opportunity to pay tribute to Brian K. Chappell; and
- WHEREAS,** Brian Chappell is currently serving in the United States Air Force and was recently promoted to the rank of Lieutenant Colonel on 1 August 2008; and
- WHEREAS,** Lieutenant Colonel Chappell answered the call to serve our nation like three generations of his family before him and was commissioned as a 2nd Lieutenant through the Air Force ROTC program at the University of Michigan where he earned a Bachelor of Arts in Political Science in 1992; and
- WHEREAS,** Lieutenant Colonel Chappell serves as the United Arab Emirates country director and is assigned to the Office of the Secretary of the Air Force, International Affairs, at the Pentagon, Washington, DC; and
- WHEREAS,** prior to his current position, Lieutenant Colonel Chappell was Deputy Chief of International Training and Education Division providing training capacity forecasts for the USAF's Afghan Air Corps and Iraqi Air Force training teams. He also served as Chief of Space and Intelligence Systems and was the lead Foreign Disclosure Officer overseeing the transfer and licensing of \$1.4 billion in space-based agreements; and
- WHEREAS,** because of Lieutenant Colonel Chappell's tremendous leadership, integrity, and dedication to serving the citizens of the United States of America our lives have been richer and our nation and community a safer place to live; and
- WHEREAS,** this Mayor and Council recognizes the importance of role models for their contribution to the shaping of today's youth and future community leaders and Lieutenant Colonel Chappell exemplifies these qualities and serves his country with distinction and honor. We are extremely proud and honored to share in this celebration commemorating Lieutenant Colonel Chappell's recent promotion.

NOW, THEREFORE, I, Mark G. Worrell, Mayor of the City of Monroe, with the full support of City Council, do hereby proclaim December 26, 2008, as "**LIEUTENANT COLONEL BRIAN K. CHAPPELL DAY**" in Monroe, and on behalf of all the citizens of Monroe, we are pleased to offer him our congratulations for his achievements and our best wishes and support in all of his future endeavors.

IN WITNESS WHEREOF, We have hereunto set our hands and caused the Seal of the City of Monroe to be affixed this 15 day of December 2008.

Mark G. Worrell, Mayor

Council Members:

Robert E. Clark, Precinct 1

Edward F. Paisley, Precinct 2

Kelvin McGhee, Precinct 3

Jeremy J. Molenda, Precinct 4

Mary V. Conner, Precinct 5

Brian P. Beneteau, Precinct 6



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: SANITARY FORCE MAIN REPAIR CHANGE ORDERS - AWARD

DISCUSSION: On October 6, 2008, the City Council awarded a Change Order to the North Telegraph Road Sanitary Pump Station contract to Triangle Excavating of Lake Orion for repair of a manhole near the intersection of LaPlaisance Road and Dunbar Road. This change order was a lump sum amount of \$11,250, and included all work delineated by the Wastewater Department at that time.

Unfortunately, upon excavation for this work, the situation was determined to be far more involved. There are substantial sections of the 14" diameter force main that are in poor condition from the manhole to the south under the railroad tracks. It has been determined by the Wastewater Department that the most appropriate repair mechanism is to reline most of this main, given that a replacement under the railroad tracks would be substantially more costly. Insituform of Chesterfield, Missouri has been working in the City for several months on various rehabilitation projects for the Water Department, and the relining of this 14" sanitary main is essentially the same process. As such, the Wastewater and Engineering Departments have solicited a quote from Insituform for the relining portions of this additional work, and a quote from Triangle for the access pit excavation and minor replacement work needed for final connections to the manhole, as well as other minor items. We feel that both of these are reasonable, and that given the specialty nature of this work coupled with its relatively small nature, there is very little expectation that competitively bidding this work as one contract would yield better results. The original scope of work as generated by the Wastewater Department and the proposals from both companies are attached for your review.

IT IS RECOMMENDED that the City Council award a Change Order to the North Telegraph Road Sanitary Pump Station project to Triangle Excavating in the amount of \$5,778.06, that the City Council award a Change Order to the 2008 Water Main Rehabilitation Program to Insituform in the amount of \$51,250.00, and that a total of \$65,600 be encumbered to include a 15% contingency for the total work. **IT IS FURTHER RECOMMENDED** that the Director of Engineering and Public Services be authorized to sign the change orders 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: Both contractors are available to begin work soon.

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$76,850*
Cost of This Project Approval	\$65,600
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

*Includes work already awarded to Triangle Excavating

SOURCE OF FUNDS:

City	Account Number	Amount
Sanitary Sewer Rehabilitation	590-75.529-973.000 02Z05	\$65,600
<u>Other Funds</u>		

Budget Approval: _____

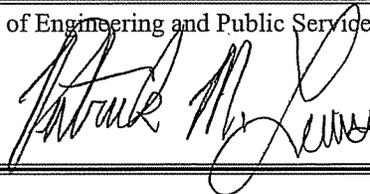
FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services

DATE: 12/26/08

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: January 5, 2009



LaPlaisance Rd Force Main Lining & Manhole Replacement Tasks (12-19-08)

Force Main Lining (Triangle / Insituform proposals to be awarded)

- Shut down pump station / Bypass Pumping via pump-n-haul [WWTP]
- Traffic Control / Signage [WWTP]
- Access Pit including shoring (south of tracks) / Demo top of MH (north of tracks) [Triangle]
- Call / coordinate railroad flagman (if within 30' of rail) [Triangle]
- Vactor sewage from access pit / existing MH [WWTP]
- Remove & salvage 1 section of 14" force main pipe (break pipe couplings) in Access Pit [Triangle]
- Remove 3'~5' of 14" AC force main pipe from existing MH to south (north of tracks) and install 3'~5' of 14" ductile iron pipe (polywrapped) in it's place [Triangle]
- Jet / clean 14" force main from MH to access pit [WWTP]
- Line 14" force main and install interior End Seals (Depend-O-Lok Mechanical Seals manufactured by Victaulic) in the access pit and at the MH [Insituform]
- Pre & Post lining TV of force main [Insituform]
- Replace salvaged 14" AC force main pipe in access pit with City approved couplings [Triangle]
- Startup / operate pump station to check for leaks [WWTP]
- Backfill & restore access pit [Triangle]

Manhole Replacement (Triangle Already Under Contract)

- Shut down pump station / Bypass Pumping via pump-n-haul [WWTP]
- Traffic Control / Signage [Triangle]
- Call / coordinate railroad flagman (if within 30' of rail) [Triangle]
- Demo remaining MH (north of tracks) / remove guard rail [Triangle]
- Excavate for new MH [Triangle]
- Install 14" polywrapped & restrained DIP per plan into interior of existing 18" RCP pipe & set new MH structure [Triangle]
- Startup / operate pump station to check for leaks [WWTP]
- Finish MH installation / restore site [Triangle]



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Rehabilitation

17988 Edison Avenue
Chesterfield, MO 63005

Tel: (636) 530-8000
Fax: (636) 530-8744
www.insituform.com

December 16, 2008

Mr. Barry LaRoy, PE
Director of Water & Wastewater Utilities
City of Monroe
120 E. 1st St.
Monroe, MI 48161

RE: Proposal – City of Monroe
14" Forcemain Repair – LaPlaisance Road

Dear Mr. LaRoy:

iBlue, a division of Insituform Technologies USA, Inc., is pleased to submit the following proposal for the above referenced project. iBlue proposes to line an existing fourteen (14) inch forcemain consisting of approximately 350 lineal feet along LaPlaisance Road in Monroe, MI.

The existing 14 inch main, an Asbestos Concrete pipe, is located under 2 sets of railroad tracks. Insituform has based this bid on drawings provided by the City of Monroe. Actual footage and exact locations may vary based upon final field measurements and installation. A copy of the design and calculations is attached as a part of this proposal.

The design of the Reinforced Pressure Pipe (RPP) liner assumes the existing main is in less than average structural condition. The RPP liner will extend the useful life of deteriorated and leaking pressure pipes. The RPP liner will transfer internal pressure to the existing host pipe. The existing host pipe will be able to withstand internal and external loads. The design is based on the host pipe being fully deteriorated.

The Insituform® pipeline rehabilitation method was developed to solve a variety of pipeline problems from deteriorated sewers to leaking pressure pipelines. The Insituform® method combines custom-engineered felt tubes with thermosetting resins to reconstruct pipelines from existing access points. The pipeline is returned to service in a matter of hours or days as opposed to the weeks or months required with conventional methods. Insituform has installed more than 45 million lineal feet of Insitupipe® worldwide over the past 28 years and is the leader in the industry in quality and innovation.

Maximum Operating Allowable Pressure (MOAP) is based on the attached calculations, size of pin holes, gaps, external head, vacuum, and operating pressure of 100 psi.

PRICE PROPOSAL

The cost to line 350 lf of 14 inch main with RPP is **Fifty-one Thousand Two Hundred Fifty and 00/xx Dollars (\$51,250.00).**

Note: Price is based on 350 lf or \$146.83/lf.



SCOPE OF WORK & DESIGN CONDITIONS

Pipeline design calculations are based on information provided by ADM BioProducts and will be verified in the field. Should any other conditions exist now or be expected in the field over the design life of the Insitupipe® which differs from the information based herein, then the appropriate adjustments should be made to the design calculations, along with the appropriate price adjustment.

<i>Description</i>	<i>Field Condition</i>
Nominal Pipe Diameter	14"
Host Pipe - material of construction	Asbestos Concrete Pipe
Operating Pressure	Less than 25 PSI
Operating Temperature	Ambient
Effluent Type	Waste Water
Flow Rate	N/A
Number of Service Connections	N/A
Bends (Number and type)	0 Bends
Soil Depth Over Invert	Approximately 4 feet
Groundwater Depth Over Invert	N/A
Reason for Rehabilitation	Partially Deteriorated Leaking Host Pipe

PROPOSAL INCLUSIONS

- One mobilization and one demobilization
- All work will be completed in a safe manner following Insituform's Safety Policies and Practices in addition to the requirements of OSHA. A copy of our Safety Policy will be provided upon acceptance of this proposal.
- Pre - Post TV Inspection
- Certificate of Insurance with standard coverage
- Includes Insitutube® wetout, inversion, curing, and finishing (Design based on a flexural modulus of 250,000 psi)
- End Seals – Depend-O-Lok Mechanical Seals manufactured by Victaulic
- Standard one-year warranty
- Scheduling is subject to our schedule, material delivery, and weather

PROPOSAL EXCLUSIONS

The prices stated in this proposal do not include the following items. If provided by Contractor, the cost will be charged as extras; otherwise Owner will furnish these items at no cost to Contractor:

- Excavation Pits, with necessary shoring – to be done by others as directed by Insituform. Excavation pits need to accommodate our tower, 8'x8', which will be setup over the excavation pits.
- Traffic Control
- Safety compliance above Insituform's Safety Program is not included
- Surface Restoration
- Cleaning of Pipe



- By Passes if required by owner
- Pipe Dismantling
- Reassembly of Pipe including all bends
- Pressure Testing – Excluded
- Backfill w/stone, sand, or other materials
- Spool Pieces, Tees, or Flanges not included
- Water from a fire hydrant or other high volume source is available within a convenient distance from each inversion location, or, if not available, a water truck and operator.
- Point repairs
- Dewatering (rarely required)
- Disposal site for debris resulting from cleaning
- Removal and disposal of any hazardous or toxic materials encountered during the project
- Any holiday work, rush delivery or adverse weather work

LIMITED WARRANTY

IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.

PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT

This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.

MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES

Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.

OTHER TERMS

- Payment in full due within thirty days of completion of the project, no retention to be held
- Prices stated are in effect for Sixty (60) Days from the date of this proposal
- Upon acceptance of this proposal, the City of Monroe will prepare a Change Order to the existing contract to authorize this work.

Please contact me with any questions or need any additional information at (314) 602-7661. Upon your review and acceptance, we can then move forward to developing a formal contract.



Insituform
Clean water for the world.

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Rehabilitation*

17988 Edison Avenue
Chesterfield, MO 63005

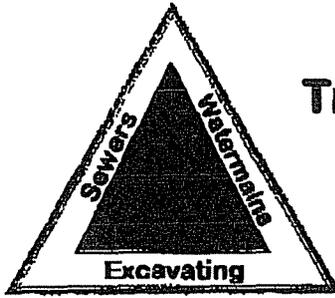
Tel: (636) 530-8000
Fax: (636) 530-8744
www.insituform.com

We appreciate your interest in the Insituform process and giving us the opportunity to quote on your pipeline rehabilitation needs.

Sincerely,

David B. Rosenberg
Business Development Manager

Attachment



Triangle Excavating Company

511 Brown Road
Lake Orion, MI 48359
(248) 391-4700
(248) 391-4707 Fax

December 23, 2008

Mr. Barry S. LaRoy, P.E.
City of Monroe
Water Department
120 East First Street
Monroe, MI 48161-2170

Re: North Telegraph Road Pump Station Upgrades

Dear Mr. LaRoy:

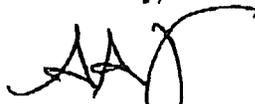
In response to your recent request of tasks dated 12-19-08 to assist Insituform, the following quote is for all labor and material necessary per your request:

1. "Access Pit....."
2. "Call / coordinate railroad flagman" *
3. "Remove and salvage ..."
4. "Remove 3' - 5' pipe..."
5. "Replace salvaged 14" AC force main pipe ..."
6. "Backfill and restore access pit..."

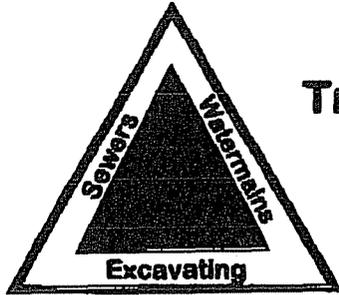
Pricing to perform the above work \$5,778.06.*We have no cost associated with any railroad fees if applicable.*

Thank you for the opportunity to provide you with a quote for this work.

Sincerely,



Guy Sinaeola



Triangle Excavating Company

511 Brown Road
Lake Orion, MI 48359
(248) 391-4700
(248) 391-4707 Fax

Fax Transmission

To: Barry LaRoy, P.E.	From: Guy Sinicola
Co: City of Monroe	Pages: 2
Fax: (734) 384-9108	Date: 12/23/08
Phone: (734) 384-9167	CC:
Re: North Telegraph Road Pump Station	

This is a confidential document. Any distribution to parties not listed above requires the express permission of Triangle Excavating Company.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: LAPLAISANCE ROAD WATER MAIN REPLACEMENT CHANGE ORDER AWARD

DISCUSSION: On April 21, 2008, the City Council awarded the 2008 Water Main Replacement Program to E.R. Zeiler Excavating of Temperance, Michigan. The base contract, in the amount of \$1,310,502.85, consisted of 1.5 miles of main replacement in seven (7) different geographic locations, most of which are now largely complete, with the others deliberately postponed for the Winter season due to the large amount of pavement that would have to be left in a cold patched state until May 2009 if construction were to continue. Not all design activities were complete at the time of bid preparation, and in fact all bidders were made aware at the time that the City of Monroe wished to continue with work on another 1 mile of main replacement in six (6) additional locations once design was completed, and as a Change Order to the original contract.

Accordingly, now that Michigan Department of Environmental Quality (MDEQ) permits have now been obtained for the remaining work areas, we have solicited pricing and have allowed the original contractor to make equitable adjustments in the unit pricing where material prices have increased substantially over 2008 prices. Fortunately, only three (3) line items have increased in price from the 2008 project, resulting in an overall project increase in price of 1.7% from April 2008. The quotation for the next project area, the replacement of approximately 900 feet of water main on LaPlaisance Road from Sixth Street to south of Broadway Streets, is attached to this fact sheet, and illustrates the areas in bold print that are new items, or increases in price. This next project area was chosen since it is substantially out of the pavement area, and can be done fairly quickly even during Winter months. Getting this project completed by April may be important if the new Congress and President authorize a Federal infrastructure stimulus bill, as the full-depth reconstruction of LaPlaisance Road is one project that could be "shovel ready" within 90-120 days from now, which seems to be the prevailing desire among incoming lawmakers.

IT IS RECOMMENDED that the City Council award a change order to the 2008 Water Main Replacement Program for the LaPlaisance Road Water Main Replacement to E. R. Zeiler Excavating, Inc. in the amount of \$180,306.10, and that a total of \$207,000 be encumbered to include a 15% project contingency. **IT IS FURTHER RECOMMENDED** that the Director of Engineering and Public Services be authorized to sign the change order on behalf of the City of Monroe

CITY MANAGER RECOMMENDATION:

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

CONSTRUCTION ESTIMATE

CONTRACTOR:
 E. R. ZEILER EXCAVATING INC.
 125 SUBSTATION ROAD
 TEMPERANCE, MI 48182
 (734) 847-5745
 (734) 847-8073 Fax

CONTACT: CITY OF MONROE

PROJECT: LAPLAISANCE ROAD

DATE: DECEMBER 11, 2008

ITEM NO	DESCRIPTION	QTY	UNIT	CONTRACT		CURRENT	
				PRICE	TOTAL	PRICE	TOTAL
1	REMOVE PAVE & APPROACH	463	SY	10.00	\$ 4,630.00	10.00	\$ 4,630.00
2	REMOVE SPOT CURB	72	LF	10.00	\$ 720.00	10.00	\$ 720.00
3	REMOVE SIDEWALK	637	SF	3.50	\$ 2,229.50	3.50	\$ 2,229.50
4	REMOVE VLV BOX	1	EA	20.00	\$ 20.00	20.00	\$ 20.00
5	REM & SALVAGE HYD	1	EA	330.00	\$ 330.00	330.00	\$ 330.00
6	REM 4" WM	2	LF	6.00	\$ 12.00	6.00	\$ 12.00
7	REM 8" WM	2	LF	7.20	\$ 14.40	7.20	\$ 14.40
8	REM 8 X 4 REDUCER	1	EA	55.00	\$ 55.00	55.00	\$ 55.00
9	REM HYD TEE	1	EA	55.00	\$ 55.00	55.00	\$ 55.00
10	REM ROCK	290	CY	175.00	\$ 50,750.00	175.00	\$ 50,750.00
11	REM TREE INCL STUMP	3	EA	1000.00	\$ 3,000.00	1000.00	\$ 3,000.00
12	REMOVE STREET SIGN	1	EA	0.00		200.00	\$ 200.00
13	CUT & CAP 4" WM	1	EA	100.00	\$ 100.00	100.00	\$ 100.00
14	8" C900	893	LF	44.00	\$ 39,292.00	44.00	\$ 39,292.00
15	CLOSE SETTING HYD	4	EA	3065.00	\$ 12,260.00	3265.00	\$ 13,060.00
16	8 X 8 X 6 TEE	3	EA	285.00	\$ 855.00	285.00	\$ 855.00
17	8 X 8 X 8 TEE	1	EA	340.00	\$ 340.00	340.00	\$ 340.00
18	8 X 6 TAPPING SLV, VLV, BOX	1	EA	3120.00	\$ 3,120.00	3120.00	\$ 3,120.00

CONSTRUCTION ESTIMATE

CONTRACTOR:
 E. R. ZEILER EXCAVATING INC.
 125 SUBSTATION ROAD
 TEMPERANCE, MI 48182
 (734) 847-5745
 (734) 847-8073 Fax

CONTACT: CITY OF MONROE

PROJECT: LAPLAISANCE ROAD

DATE: DECEMBER 11, 2008

ITEM NO	DESCRIPTION	QTY	UNIT	CONTRACT PRICE	TOTAL	CURRENT PRICE	TOTAL
19	8" 22 1/2	3	EA	225.00	\$ 675.00	225.00	\$ 675.00
20	8" 11 1/4	3	EA	225.00	\$ 675.00	225.00	\$ 675.00
21	8" AC TO DI ADAPTER	1	EA	390.00	\$ 390.00	390.00	\$ 390.00
22	RECONNECT SHORT WAT SERV	14	EA	700.00	\$ 9,800.00	700.00	\$ 9,800.00
23	RECONNECT LONG WAT SERV	4	EA	800.00	\$ 3,200.00	800.00	\$ 3,200.00
24	REPLACE SHORT WAT SERV	4	EA	800.00	\$ 3,200.00	800.00	\$ 3,200.00
25	REPLACE LONG WAT SERV	2	EA	900.00	\$ 1,900.00	900.00	\$ 1,800.00
26	2" TEMP BLOWOFF	1	EA	350.00	\$ 350.00	350.00	\$ 350.00
27	4" CONC SIDEWALK	637	SF	4.00	\$ 2,548.00	4.00	\$ 2,548.00
28	6" CONC PAVEMENT	403	SF	25.00	\$ 10,075.00	25.00	\$ 10,075.00
29	8" CONC PAVEMENT	65	SY	41.00	\$ 2,665.00	41.00	\$ 2,665.00
30	SPOT CURB	72	LF	19.00	\$ 1,368.00	19.00	\$ 1,368.00
31	36A BIT HAND PATCH	9	TON	85.50	\$ 769.50	250.00	\$ 2,250.00
32	CONTROL DENSITY BACKFILL	111	CY	65.00	\$ 7,215.00	70.00	\$ 7,770.00
33	MDOT 21A STONE	282	TON	34.60	\$ 9,757.20	34.60	\$ 9,757.20
34	MAINTAIN WATER MAIN TRENCH	1	LS	500.00	\$ 500.00	500.00	\$ 500.00
35	TRAFFIC CONTROL	1	LS	2000.00	\$ 2,000.00	2000.00	\$ 2,000.00
36	SITE RESTORATION	1	LS	2500.00	\$ 2,500.00	2500.00	\$ 2,500.00
					\$ 177,370.60		\$ 180,306.10



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: WINCHESTER STREET BRIDGE REHABILITATION – DESIGN CONTRACT AWARD

DISCUSSION: On December 1, 2008, the Mannik and Smith Group of Frenchtown Township presented a report on the condition of the City's bridges to the City Council. Their inspections on the Winchester Street Bridge have unveiled a number of deficiencies that seem to be accelerating in recent years, particularly with respect to the beam end condition at each pier and abutment on the bridge structure. A copy of the text of the report, as well as some representative photos, has been attached with this fact sheet.

On December 15, 2008, a work session was held, and it was the general consensus that the City Council wished to administratively re-program the City's 2009 Federal Aid entitlement dollars from the West Third Street Resurfacing project to the rehabilitation of the beam ends on the Winchester Street Bridge and the modification of its expansion joint structures. As such, the Engineering Department has solicited a proposal from the Mannik and Smith Group to perform the required design activities necessary to prepare this project for bidding through the Michigan Department of Transportation (MDOT) for their July 2009 bid letting. This proposal is attached to this fact sheet as well.

The Mannik and Smith Group is the only Monroe County consulting firm that is Pre-Qualified through MDOT to perform bridge design activities, and they performed not only the inspections of the City's six (6) bridges in 2008, but also assisted us with the design and inspection of the replacement of the Michigan Avenue bridge, which is currently underway. They have been outstanding in their performance, and it is our recommendation that they be employed to assist us with this project as well.

IT IS RECOMMENDED that the City award a contract for design for the rehabilitation of the Winchester Street bridge to the Mannik and Smith Group in an amount not to exceed \$58,850, and that the Director of Engineering and Public Services be authorized to execute the agreement on behalf of the City. **IT IS FURTHER RECOMMENDED** that the Finance Director be authorized to appropriate this funding from the Major Street Fund Balance.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: The City must move quickly in order to ensure that we can use our 2009 Federal Aid funds on this project.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$850,000
Cost of This Project Approval	\$58,850.00
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

City	Account Number	Amount
*Account number to be determined by Finance Director		\$58,850.00

Other Funds

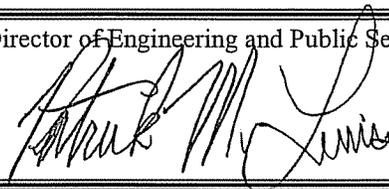
Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 12/26/08

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: January 5, 2009



December 23, 2008

Mr. Patrick Lewis, PE
Director of Engineering & Public Service
City of Monroe
120 East First Street
Monroe, Michigan 48161



**Re: Request for Proposal for Engineering Design Services
Winchester Street Bridge Rehabilitation**

Dear Mr. Lewis:

The Mannik & Smith Group, Inc. (MSG) is pleased to submit a proposal for engineering design services to develop construction plans for rehabilitation of the Winchester Street Bridge located within the City of Monroe (City). Our proposal is based on information discussed in previous meetings with the City with respect to the condition of this bridge as documented during our biennial bridge inspection and recommended rehabilitation options.

MSG recently completed the biennial bridge inspection updates for six of the City owned and maintained bridges. A high degree of beam end deterioration was documented on the Winchester Street Bridge. MSG recommended that a load rating analysis be performed on this bridge to determine the necessity for temporary supports and/or weight posting. The load rating analysis is currently being performed. The recommendations of this analysis will be incorporated into the design of the bridge rehabilitation.

The goal of this proposal is to develop a set of construction plans that will provide details for rehabilitation of the existing beam ends, rehabilitation of the abutments and piers, replacement of the elastomeric bearings, options for joint replacement, and potential conversion of the simple span structure into a continuous span structure. We have developed the following work plan:

Following authorization, MSG will conduct a kick-off meeting with the City of Monroe. The purpose of this meeting will be to review all necessary requirements by the City, obtain existing drawings from the original construction as well as rehabilitation projects available utility information and recommendations of the detailed analysis study. Any modifications or additions to our proposal will also be discussed.

A topographic survey will be performed to verify all existing plan data, and obtain information that will be relevant to this design effort. Information including verification of the bridge span lengths, width of roadway, beam spacing, joint locations, abutment seat elevations, and pier seat elevations will be necessary. A local datum for horizontal control will be provided. The NGVD 29 vertical datum will be used as our vertical control. This information will be used to develop a base sheet of existing information.

In addition to the survey, MSG will work with the Michigan Department of Transportation (MDOT) to use their snooper vehicle to perform additional in-depth inspection and documentation of all beam ends. This information will be used to determine the extent of repair to each beam end and for quantity calculations.

MSG will review all existing survey data and drawings and begin our analysis and detailing of the rehabilitation. The focus of our effort will be on the beam ends. However, the remaining portions of the superstructure and the substructures will also be included in our analysis and detailing effort. The results of the load rating analysis will also

Civil Engineering, Surveying and Environmental Consulting

be incorporated as necessary. The design live load to be used for this rehabilitation effort will be standard AASHTO HS20. Since this is a rehabilitation project the AASHTO Standard Specifications will be used as the governing design code.

For this project we are anticipating that the following construction plan sheets will be required:

- Title Sheet
- General Plan of Structure
- General Notes & Estimated Quantities
- Abutment Repair Details (3 sheets)
- Pier Repair Detail Sheets (6 sheets)
- Beam End Repair Details (2 sheets)
- Superstructure Details (1 to 3 sheets)
- Joint Details (1 sheet)
- Reinforcement Schedule (1 sheet)

The final number of sheet will be determined as the analysis progresses.

Beam end details will be based on the latest information provided by MDOT for rehabilitation of similar structures. During the analysis process MSG will coordinate with MDOT for any new technology that is being used to address beam end deterioration.

Alternatives to compression seal joints will be investigated and a recommendation will be made to the City. If this structure can be efficiently converted into a continuous span bridge then the joints and beam end details will be developed accordingly. This type of structure will eliminate some (possibly all) of the joints on the bridge. If it is determined that this bridge cannot be efficiently converted to a continuous span bridge then strip seal joints and other joint types as well as alternative drainage systems will be investigated to protect the rehabilitated beam ends from water and salt intrusion.

The elastomeric bearings are in poor condition and will need to be replaced. The replacement bearings will be reinforced elastomeric bearings designed to withstand the design loads applied.

The abutments and pier details will provide areas where concrete was found to be delaminated or spalled and will be replaced. The details will show the depth of removals, replacement of steel as required, and adjustment to seat elevations, if required to accommodate the new bearings.

We anticipate two (2) submittals with this proposal: Preliminary Plan Set, and Final Plan Set. The preliminary plan set will be developed to approximately 30% complete, and include all plan sheets necessary to present the proposed rehabilitation work. In addition to the plan sheets, special provisions and a preliminary cost estimate will be developed for review. We anticipate meeting with the City and others after submission of the preliminary plan submittal to review and/or modify the proposed work. The final plan set will include all modifications from the preliminary plan review as well as all special provisions and a final cost estimate ready for bidding.

For scheduling purposes we anticipate that final plans will be complete and ready for the July 2009 MDOT bid letting assuming that we are authorized to proceed on or before February 1, 2009.

Proposal Fees

Our fee (Cost Not to Exceed) for the proposed work outlined above is as follows:

Winchester Street Bridge Rehabilitation: \$ 58,850.00

Assumptions for this Proposal

1. Rehabilitating the existing beams to as close to original condition as possible.
2. Replacement of the beams is not required.
3. Hydraulic analysis is not required and is not included with this proposal.
4. MDEQ permitting is not required.
5. Full topographic survey of the bridge and surroundings is not required.
6. Alignment modifications will not be necessary.
7. Only minor approach work may be necessary to complete bridge repairs
8. Bridge will be closed to thru traffic during construction.
9. Channel work will not be required.
10. MDOT snooper vehicle will be readily available for our use.

We appreciate the opportunity to submit a proposal for this work and look forward to working with the City of Monroe on this project. Please do not hesitate to call should you have any questions or need additional information in this regard.

Sincerely,



Barry A. Buschmann, PE
Senior Vice-President



Christopher M. Zangara, PE
Bridge Design Engineer / Project Manager

AGREEMENT FOR SERVICES

By execution of this Agreement, the Client authorizes The Mannik & Smith Group, Inc. to provide the services described within the proposal designated below according to the attached Terms and Conditions.

No terms or conditions other than those stated within the attached, and no agreement or understanding oral or written, in any way purporting to modify these terms and conditions whether contained in Client's purchase order or elsewhere, shall be binding on MSG and its subcontractors unless hereafter made in writing and signed by an authorized representative of MSG. All proposals, negotiations, and representations, if any, made prior to, and referenced hereto, are merged herein.

APPROVAL AND ACCEPTANCE

The Mannik & Smith Group, Inc is hereby directed and authorized to proceed with the services for the designated project in accordance with the provisions of this Agreement.

Proposal Date: December 23, 2008

Proposal Number: PR081092

CITY OF MONROE

THE MANNIK & SMITH GROUP, INC.

Signature



Signature

Name (Printed)

Barry A. Buschmann, PE

Name (Printed)

Title

Senior Vice President

Title

Date

December 23, 2008

Date

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

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

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

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

Period of Service MSG shall perform the services for the Project in a timely manner consistent with sound professional practice. MSG will strive to perform its services according to the Project schedule set forth in the MSG proposal. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. MSG shall be entitled to an extension of time and compensation adjustment for any delay beyond MSG control.

Compensation In consideration of the services performed by MSG, the Client shall pay MSG in the manner set forth in the MSG proposal. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of MSG.

Where total project compensation has been separately identified for various Tasks/Work Orders, MSG may adjust the amounts allocated between Tasks or Work Orders as the work progresses so long as the total compensation amount for the project is not exceeded.

Payment Definitions The following definitions shall apply to methods of payment:

Cost Plus is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.

Lump Sum is defined as a fixed price amount for the scope of services described.

Standard Rates is defined as individual time multiplied by standard billing rates for that individual.

Subcontracted Services are defined as Project related services provided by other parties to MSG.

Reimbursable Expenses are defined as actual expenses incurred in connection with the Project.

Payment Terms MSG shall submit monthly invoices for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. Client will exercise reasonableness in contesting any billing or portion thereof. MSG shall be entitled to a 1.5% per month administrative charge in the event of payment delay. Client payment to MSG is not contingent on arrangement of project financing. Invoice payment delayed beyond 60 days shall give MSG the right to suspend services until payments are current. Non-payment beyond 70 days shall be just cause for termination by MSG.

Assignment Neither party shall assign its rights, interests or obligations under the Project without the express written consent of the other party.

Authorized Representatives The officer assigned to the Project by MSG is the only authorized representative to make decisions or commitments on behalf of MSG. The Client shall designate a representative with similar authority.

Buried Utilities Where applicable to the Project, MSG will conduct research and prepare a plan indicating the locations of underground improvements intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by MSG will be performed in manner consistent with ordinary standard of care. Client recognizes that the research may not identify all underground improvements and that the information of which MSG relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against MSG for damages to underground improvements resulting from subsurface penetration locations established by MSG, except for damages caused by the sole negligence or willful misconduct of MSG.

Compliance with Laws MSG shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, MSG shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Confidentiality MSG will hold in confidence any information about the Client's operations which would normally be considered confidential. Such obligation shall not hold with respect to:

- a. Information which is in the public domain or which enters public domain in the future through no fault of MSG.
- b. Information known to MSG prior to disclosure by the Client or information disclosed to MSG at any time by a third party.
- c. Information which is released from its confidential status by the Client.

- d. Where disclosure is required by court order or governmental directive, provided that prior written notice is given the other party.

The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by MSG pertaining to this project or agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MSG.

Consequential Damages Neither the Client nor MSG shall be liable to the other for any consequential damages regardless of the nature or fault.

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

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

Dispute Resolution In the event of a dispute between MSG and Client arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate

under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

Environmental Matters The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, MSG shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify MSG from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of MSG.

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

Indemnification MSG shall indemnify the Client from any reasonable damages caused solely by the negligent act, error, or omission of MSG in the performance of services under the Project. If such damage results in part by the negligence of another party, MSG shall be liable only to the extent of their proportional negligence.

Independent Consultant MSG shall serve as an independent consultant for services provided under this agreement. MSG shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by MSG.

Information from Other Parties The Client and MSG acknowledge that MSG will rely on information furnished by other parties in performing its services under the Project. MSG shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Insurance MSG will maintain the following insurance and coverage limits during the period of service. Upon

request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

- Worker's Compensation	As required by applicable state statute
- Commercial General Liability	\$1,000,000 per occurrence (bodily injury including death & property damage) \$2,000,000 aggregate
- Automobile Liability	\$2,000,000 combined single limit for bodily injury and property damage
- Professional Liability	\$2,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. MSG shall be a named insured on those policies where MSG may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Legal Expense In the event that either party takes legal action against the other that is not prosecuted, is dismissed, or if the decision is rendered for the other party, the party taking legal action agrees to pay the other their attorney fees, court costs, and defense expenses within 30 days of the court action.

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

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

Ownership of Documents Documents prepared by MSG for the Project are instruments of services and

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

Permits and Approvals MSG will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

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

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

Severability Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and MSG will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

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

Survival All provisions of these terms that allocate responsibility or liability between the Client and MSG shall survive the completion or termination of services for the Project.

Suspension of Work The Client may suspend services performed by MSG with cause upon fourteen (14) days written notice. MSG shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay MSG all outstanding invoices within fourteen (14) days. MSG

shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or MSG may terminate services on the Project upon seven (7) days written notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. MSG shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices within fourteen (14) days.

Third Party Claims The Client will compensate MSG for services performed in defense of any third party claim unless the claim resulted from the negligent act, error or omission of MSG.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Revised January 2007

BRIDGE INSPECTION REPORT

WINCHESTER STREET OVER RIVER RAISIN



PREPARED FOR:

MR. PATRICK LEWIS, PE
CITY OF MONROE
120 E. FIRST STREET
MONROE, MI 48161

DECEMBER 17, 2008

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APPENDICES

APPENDIX A - Photos

**BIENNIAL BRIDGE INSPECTION
Winchester Street over River Raisin**

1.0 SUMMARY

The Mannik & Smith Group, Inc. (MSG) was retained by the City of Monroe to perform a biennial bridge inspection for the Winchester Street Bridge over River Raisin in the City of Monroe. MSG completed a field investigation to determine the overall existing condition of the bridge as well as the approach roadway and channel.

MSG utilized a two person inspection crew with standard inspection equipment such as measuring tape, sounding hammer, chain drag, level, etc. Only non-destructive testing such as concrete sounding was performed for this bridge.

Access to the underside of the bridge was obtained by through the use of an MDOT owned snooper vehicle. The snooper vehicle provided access to review the deck underside, superstructure, bearings, piers and north abutment

Destructive testing was not performed.

The general condition of this bridge is fair to poor. Heavy beam end deterioration was observed on the majority of the beams. Beam ends were observed to be in early stages of deterioration. **MSG is recommending that the bridge be analyzed for load carrying ability. Following results of the analysis the bridge should be posted as required. Consideration should also be given to removal and replacement beam ends, joint type, and bearings, or possibly the entire superstructure.** Large areas of the abutments and piers are also deteriorating. **MSG recommends removal and repair of all deteriorated concrete.** Other defects and deterioration was also observed and noted. Recommendations for rehabilitation of the defects have been provided.

2.0 FIELD INVESTIGATION / FINDINGS

DECK SURFACE: Random delaminating concrete was observed near the ends of the joints at the east end of joint 4 and west end of joint 5, and along the entire length of joint 6. Minor cracks observed at northeast corner. Map cracking of the surface was observed on all spans progressively becoming worse moving north. Map cracking was predominately observed on the west side (southbound lanes) of the bridge.

JOINTS: A portion of joint filler and concrete is missing at the southeast corner of the deck at the joint. The opening is approximately 2.5" x 18". The deck joint at span ends are pushed down, and have random loss of adhesion and are filled with debris. The joints within the sidewalk are filled with expandable filler, and in good condition. **Recommend cleaning, and restore adhesion of joint to concrete as needed.**

RAILINGS: The railings have random cracking, spalling and delaminating concrete throughout. The east railing has guardrail retrofit to the face.

SIDEWALKS: Random areas of delaminating concrete observed on sidewalk predominately found near the curb.

APPROACH PAVEMENT: The approach pavement on the north and south end is cracked. There is a pothole in the approach pavement on the north side of the structure near the backwall. **Recommend sealing cracks and patching pothole or possible removal and placing new asphalt.**

APPROACH SLOPES: The approach slopes appear to be in good condition consisting of grass on the south end and concrete lined slopes, roadway and sidewalks on the north end.

UTILITIES: Utility conduit hanging from the east side of the bridge fascia. No apparent defect. The Box beam supporting the utility has spalled concrete and exposed reinforcing strains at the beam end. Random cracks can also be seen throughout the beams.

CHANNEL: Appear to be clean of debris except for in front of the South abutment. **Recommend cleaning debris.**

SLOPE PROTECTION: Paved slope protection on front of the north abutment face is in good condition. The south abutment is showing erosion. **Recommend grade and armor slope.**

DECK: Minor cracking at the north abutment between beam 2 & 3 on span 4. There is an area of delaminated concrete near the mid-span of span 4 between beams 4 & 5. There is crack between beams 1 and 2 and the south end of span 3. There is a crack between beam 2 & 3 on the south end of span 2. There is also concrete patch delaminating on the north end between beams 1 & 2 over span 1. Recommend remove and replace deck over piers between beam ends.

DRAINAGE: The scupper at the northwest corner appears to be functioning as designed and is in good condition. There was water observed on the deck west curb line. **Recommend the addition of scuppers to resolve.**

STRINGERS / SECTION LOSS:

All prestressed concrete I-beams show random spots lacking concrete cover where the concrete is spalling off and exposing the rebar that is too close to the surface as fabricated. All beams are also showing heavy spalling, corrosion of exposed reinforcing steel, and patchwork deteriorating over all piers on the majority of the beams ends. Beams are also showing delaminating concrete and spalling in front of the bearings. **Recommend beam end repairs or possibly superstructure replacement per load rating analysis results.**

Span 1: Beam 1 has a horizontal crack on the north side of the beam end. Beam 7 shows spalling at the top of the northwest side of the beam as well as a horizontal crack 14" up from the bottom of the beam near mid-span. The deck to diaphragm connection is also cracked along the diaphragm; which is typical in beams 6-10.

Span 2: Beam 1 also has horizontal cracks of the beam end on the south side. The diaphragm between beams 2 and 3 is cracked over pier 1. Beam 8 has spalled concrete hanging from the underside of the North end. Beam 10 has exposed reinforcing at the mid-span on the bottom of the beam. The prestressed box beam used to carry the utility on the East side of the structure has a horizontal crack running along both sides approximately 10" from the bottom as well as spalled concrete on the north end.

Span 3: The diaphragms between beams 1 & 2 and 2 & 3 are cracked on the south end over pier 3. Beam 5 has spalled concrete on the north end, west face of the beam. Recommend chipping and patching. Both the south and north end of the west face of beam 6 has a horizontal crack < 1/16" approximately 30" from the bottom of the beam. The diaphragm between beam 9 and 10 is cracked. Beam 10 also has some exposed rebar on the west face of the web approximately at mid-span.

Span 4: The north beam ends are typically slightly better condition than the south beam endings. Beam 1 at the north end of the west face is spalling as well as the south end of the west face of the same beam also has a horizontal crack. Beam 2 has a very fine $<1/32$ " horizontal crack at the mid-span west face at the tip of the bottom north end flange. There is delaminated concrete at the south end and protruding into span about 18" on Beam 2. Beam 3 has a horizontal crack on the south end west face of the beam. Beam 5 has a horizontal crack @ mid depth on the north end. Beam 6 has a horizontal crack at the mid-depth of the beam at the south end. Beam 7 horizontal crack approximately mid height of beam at the south end and a horizontal crack north end, mid depth on the east face. Beam 9 has a horizontal crack approx. 30" up from the bottom at the south end and a horizontal crack on the north end, mid depth, east face. Beam 10 has a horizontal crack approximately 40" up from the bottom of the south end as well as delaminated spalled concrete on the north end. The diaphragm is also cracked and delaminated on the south end between beams 2 & 3.

Span 5: Generally the beams are a little better condition than the beams at the other piers. Beam 1 has a horizontal crack on the south end of the west face of the structure. Beam 2 has spalled concrete and exposed reinforcing steel; early stages of beam end deterioration. Beam 6 has a beam end corroded as well as a crack in the north end in the center of the beam. Beam 9 has a large area of spalled concrete along the bottom of the flange approximately 15' from pier 4. Recommend cleaning chipping and patching of concrete spalled and delaminated area. Beam 10 has multiple horizontal cracks on the west face at the south end of the beam.

BEARINGS: The elastomeric bearing are typically smashed and distorted with the load plate rusted. **Recommend new, properly sized bearings.**

ABUTMENTS:

South Abutment – Concrete delaminating and spalling is occurring under various portions of the abutment and backwall. There is a lot of graffiti as well as a homeless community present under the structure near this abutment. **Recommend cleaning, chipping and patching.**

North Abutment – Temporary formwork is still present. Excessive amounts of pigeon feces is also present. Delaminating, spalled concrete with cracks are present at the east end below utility beam. A full height crack ($<1/16$ ") is present under beam line 3 and 4. The backwall has multiple cracks and spalled areas throughout especially between beam line 1 & 2. **Recommend cleaning, chipping and patching.**

PIERS:

Pier 1: Both north and south side sound good except for delaminating concrete on the south face near beam 9, 2 minor vertical cracks in the south face as well as minor spalling occurring at the middle footing joint.

Pier 2: Both north and south side sound good except the top is delaminated near beams 9 and 10, several full height vertical cracks ($<1/8$ ") and fair to moderate concrete delaminating on the north face of the pier. The footing is also wet on the north side between beams 8 and 9. Minor spalling is also occurring at the middle footing joint.

Pier 3: Small areas of delaminating concrete noted on the south side as well as a few larger areas on the north side. The top of the pier is delaminated between beams 1 & 2, and 2 & 3. The top of the pier below beam 5 is also delaminated.

Pier 4: Minor delaminating of the concrete is occurring on both faces as well as some minor cracking. There is a full height crack under beam 4 on the north face. Spalled concrete areas below beam 2 on the north face as well as a full height crack under beam 4 on the south face.

MISCELLANEOUS: There is an exposed utility line at the water's edge of the south abutment. **Recommend remove (if abandoned and not used) or restore slope and protect conduit.**

3.0 UPDATED BRIDGE SAFETY INSPECTION REPORT (FORM P2502)

The MDOT Bridge Safety Inspection Report Form P2502 was obtained for the bridge, and updated during our field investigation of the bridge. The new ratings were based on existing observations on the date of the inspection, and are based on our experience related to inspection of bridges that are similar in type.

Facility	Federal Structure ID	Inspector Name	Agency/Consultant	Inspection Date	Legend 9 New 7-8 Good 5-6 Fair 3-4 Poor 2 or Less Critical		
WINCHESTER STREET	584450600115B01	Christopher Zan..	the Mannik & Smith ..	11/05/2008			
Feature	Latitude	Longitude	Struc Num	Insp Freq		Insp Key	
RIVER RAISIN	41 54' 47.72"	83 22' 49.62"	7410	24		LNxV	
Location	Length	Width	Year Built	Year Recon	Br Type	Scour Eval	No.Pins
IN MONROE	500	60.04	1971		5	02	7

04 06 08

NBI INSPECTION

DECK

- | | | | | |
|---|---|---|---|---|
| 1. Surface
SIA-58A | 4 | 8 | 7 | Random delamination and spalled areas. Map cracking throughout all spans and progressively worse moving north. (08)
Resurfaced in '05 (06)
Several deter. areas cold patched in S.B. lane (6' to 12' around perimeter). Evidence of widespread hollow areas across entire deck. Full hydrodemolition and latex replacement planned for 2005 construction. (04) |
| 2. Expansion
Jts | 7 | 7 | 5 | Compression seals are pushed down. Loss of adhesion. Minor random delaminated and spalled concrete near joints. Hole at SE corner of S Abutment joint. (08)
repaired in '05 (06)
Repl. in 2001.
(04) |
| 3. Other
Joints | N | N | N | (08)
(06)
(04) |
| 4. Railings | 6 | 6 | 5 | Random spalled concrete and exposed reinforcing. Retrofit T-beam guardrail attached to east barrier. (08)
E. & W. rails delaminating, some exposed steel. some repairs in '05

(Year - 04) - E. & W. rails delaminating, some exposed steel.
(Year - 02) - E. & W. rails delaminating, some exposed steel. (06)
E. & W. rails delaminating, some exposed steel.
(04) |
| 5. Sidewalks
or curbs | 6 | 7 | 6 | Some spalling and delaminated concrete areas were observed. (08)
surface repair in '05

(Year - 04) - Some spalling in west walk, no walks on east side.
(Year - 02) - Some deter. in W. walk. (06)
Some spalling in west walk, no walks on east side. (04) |
| 6. Deck
Bottom
Surface
SIA-58B | | | 7 | Minor cracking at N Abut btw bms 2 & 3. Delaminated conc at midspan of span 4 btw bms 4 & 5. Crack btw bms 1 & 2 south end of span 3. Cracked above bms 2 & 3 south end of span 2. Delaminated patch btw bms 1 & 2 at north end of span 1. (08)
(06)
(04) |
| 7. Deck
SIA-58 | 5 | 8 | 7 | Rating based on observations for surface and deck bottom. (08)
some full depth repairs in'05

(Year - 04) - Deck surface poor, no major signs of distress on underside.
(Year - 02) - No major defects. (06)
Deck surface poor, no major signs of distress on underside. (04) |
| 8. Drainage | | | | There is standing water on the East side of the deck. The scupper at the NW corner is in good condition and operational. (08)
(06)
(04) |

SUPERSTRUCTURE

Facility	Federal Structure ID	Inspector Name	Agency/Consultant	Inspection Date	Legend			
WINCHESTER STREET	584450600115B01	Christopher Zan..	the Mannik & Smith ..	11/05/2008	9 New			
Feature	Latitude	Longitude	Struc Num	Insp Freq	Insp Key	7-8 Good		
RIVER RAISIN	41 54' 47.72"	83 22' 49.62"	7410	24	LN XV	5-6 Fair		
Location	Length	Width	Year Built	Year Recon	Br Type	Scour Eval	No.Pins	3-4 Poor
IN MONROE	500	60.04	1971		5	5	7	2 or Less Critical

04 06 08

NBI INSPECTION

9. Superstructure SIA-59	6	6	3	Random cracked, delaminated and spalled concrete with exposed reinforcing on majority of beam ends in all spans. Large spalled concrete area of bottom flange span 5 beam 9. Delaminated and spalled concrete with crack at bottom of south end of beam 10 span 4. Elastomeric bearings are crushed. Steel load plates are rust covered and delaminating. Random minor horizontal cracking observed at middepth of beam ends. (08) beam ends show spalling and exposed rebar (06) Beam ends sandblasted & sealed in 2001. (04)
10. Paint SIA-59A	N	N	N	(08) (06) (04)
11. Section Loss	N	N	N	(08) (06) (04)
12. Bearings	6	5	4	Section loss in the steel and the elastomer is smashed (08) Corrosion present minor section loss (Year - 04) - Some corrosion found, no section loss. (Year - 02) - Some corrosion found, no section loss. (06) Some corrosion found, no section loss. (04)

SUBSTRUCTURE

13. Abutments SIA-60	7	6	5	Delaminated, spalled concrete with cracks. Full height cracks observed in north abutment. North backwall has cracks, spalled concrete and water stains. (08) Some delaminated conc. , some steel exposed. Wing wall at N.E. cor. spalled at top. (Year - 04) - Some delaminated conc. , some steel exposed. Wing wall at N.E. cor. spalled at top. (Year - 02) - Some delaminated conc. , some steel exposed. Wing wall at N.E. cor. spalled at top. (06) Some delaminated conc. , some steel exposed. Wing wall at N.E. cor. spalled at top. (04)
14. Piers SIA-60	7	7	6	Random delamination and spalling on all piers. North face of pier 2 has moderate delamination. Top of pier 3 delaminated btw beams 1, 2 and 3, and below beam 5. Spalled area below beam 2 north face of pier 4. Random full height cracks (08) Corrosion from beam ends staining piers, some hairline cracks. (Year - 04) - Corrosion from beam ends staining piers, some hairline cracks. (Year - 02) - Corrosion from beam ends staining piers, some hairline cracks. (06) Corrosion from beam ends staining piers, some hairline cracks. (04)
15. Slope Protection	6	6	6	Erosion is occuring on the S. bank and the concrete paved slopes on the N. bank is cracking and showing some undermining. (08) S. bank erosion not significant. N.E. cor conc. pav't shows some undermining. (Year - 04) - S. bank erosion not significant. N.E. cor conc. pav't shows some undermining. (Year - 02) - S. bank erosion not significant. N.E. cor conc. pav't shows some undermining. (06) S. bank erosion not significant. N.E. cor conc. pav't shows some undermining. (04)

APPROACH

Facility WINCHESTER STREET	Federal Structure ID 584450600115B01	Inspector Name Christopher Zan..	Agency/Consultant the Mannik & Smith ..	Inspection Date 11/05/2008	Legend 9 New 7-8 Good 5-6 Fair 3-4 Poor 2 or Less Critical	
Feature RIVER RAISIN	Latitude 41 54' 47.72"	Longitude 83 22' 49.62"	Struc Num 7410	Insp Freq 24		Insp Key LN XV
Location IN MONROE	Length 500	Width 60.04	Year Built 1971	Year Recon 		Br Type 5 5 7
NBI INSPECTION						

16. Approach Pavt	7	6	6	Potholing and cracking is present. (08) No major problems, curb in fair to poor condition, minor pavt cracking (06) No major problems. (04)
17. Approach Shldrs Swalks	N	N	7	Approach sidewalks appear to be in good condition with minor cracking occuring. (08) (06) (04)
18. Approach Slopes				Appear to be in good condition (08) (06) (04)
19. Utilities				Some spalling and exposed reinforcing strands are present on the prestressed box beam holding the water main on the East side. (08) (06) (04)
20. Channel SIA-61	6	6	6	Erosion of embankment slope in front of south abutment. Utility conduits exposed near waters edge. (08) Erosion on S. bank not significant. Year - 04) - Erosion on S. bank not significant. (Year - 02) - Erosion on S. bank not significant. (06) Erosion on S. bank not significant. (04)
21. Drainage Culverts				N.A. (08) (06) (04)

Guard Rail	Crit Feat Insp(SIA-92)	71 Watr Adeq	6	General Notes
36A <input type="checkbox"/>	Freq Date	72 Appr Align	<input type="checkbox"/>	
36B <input type="checkbox"/>	92A Frac Crit <input type="checkbox"/>	Temp Supp	<input type="checkbox"/>	
36C <input type="checkbox"/>	92B Und. Watr <input type="checkbox"/>	Hi Ld Hit (M)	<input type="checkbox"/>	
36D <input type="checkbox"/>	92C Spl.Insp <input type="checkbox"/>	Special Insp Equip.	<input type="checkbox"/>	
	Fatg Sntv.Insp <input type="checkbox"/>		<input type="checkbox"/>	

4.0 UPDATES STRUCTURE INVENTORY AND APPRAISAL (FORM 1717A-01/2002)

The MDOT Structure Inventory and Appraisal Form 1717A-01/2002 was obtained for the bridge, and updated during our field investigation of the bridge. The new ratings were based on existing observations on the date of the inspection, and are based on our experience related to inspection of bridges that are similar in type.

MDOT Bridge ID

5845064 0011500B01

Control Section

5845064 0..

NBI Bridge ID

Struct Num

Region

TSC

County

City Resp

City Location

7- Facility Carried

584450600115B01

7410

06

8B

58

4506

4506

WINCHESTER STRE..

6- Feature Intersected

9- Location

Latitude

Longitude

Owner

Maint Resp

RIVER RAISIN

IN MONROE

41 54' 47.72"

83 22' 49.62"

4

4

Bridge History, Type, Materials

27 - Year Built	1971
106 - Year Reconstructed	
202 - Year Painted	
203 - Year Overlay	2005
43 - Main Span Bridge Type	5 02
44 - Appr Span Bridge Type	
77 - Steel Type	0
78 - Paint Type	0
79 - Rail Type	6
80 - Post Type	0
107 - Deck Type	1
108A - Wearing Surface	1
108B - Membrane	0
108C - Deck Protection	0

Structure Dimensions

34 - Skew	20
35 - Struct Flared	0
45 - Num Main Spans	5
46 - Num Apprs Spans	0
48 - Max Span Length	99.7
49 - Structure Length	500
50A - Width Left Curb/SW	4.92
50B - Width Right Curb/SW	0
33 - Median	0
51 - Width Curb to Curb	52.0
52 - Width Out to Out	60.04
112 - NBIS Length	Y

Inspection Data

90 - Inspection Date	11/05/2008
91 - Inspection Freq	24
92A - Frac Crit Req/Freq	N
93A - Frac Crit Insp Date	
92B - Und Water Req/Freq	N
93B - Und Water Insp Date	
92C - Oth Spec Insp Req/F..	N
93C - Oth Spec Insp Date	
176A - Und Water Insp Met..	0
58 - Deck Rating	7
58A - Deck Surface Rtg	7
59 - Superstructure Rating	3
59A - Paint Rating	N
60 - Substructure Rating	5
61 - Channel Rating	6
62 - Culvert Rating	N

Navigation Data

38 - Navigation Control	0
39 - Vertical Clearance	0
40 - Horizontal Clearance	0
111 - Pier Protection	
116 - Lift Brdg Vert Clear	

Route Carried By Structure(ON Record)

5A - Record Type	1
5B - Route Signing	5
5C - Level of Service	0
5D - Route Number	00000
5E - Direction Suffix	0
10L - Best 3m Unclr-Lt	0 0
10R - Best 3m Unclr- Rt	99 99
PR Number	
Control Section	0
11- Mile Point	0.0
12- Base Highway Network	0
13- LRS Route-Subroute	000.. -
19- Detour Length	2
20- Toll Facility	3
26- Functional Class	17
28A - Lanes On	4
29 - ADT	7800
30 - Year of ADT	1999
32- Appr Roadway Width	48.0
32A/B - Ap Pvt Type/Width	8 48.0
42A- Service Type On	5
47L - Left Horizontal Clear	0.0
47R- Right Horizontal Clear	51.8
53- Min Vert Clr Ov Deck	99 99
100- STRAHNET	0
102 - Traffic Direct	2
109 - Truck %	7
110 - Truck Network	0
114 - Future ADT	12100
115 - Year Future ADT	2016
Freeway	0

Structure Appraisal

36A- Bridge Railing	1
36B-Rail Transition	1
36C- Approach Rail	1
36D- Rail Termination	1
67- Structure Evaluation	3
68- Deck Geometry	4
69- Underclearance	N
71- Waterway Adequacy	6
72- Approach Alignment	6
103- Temporary Structure	
113- Scour Criticality	7

Miscellaneous

37- Historical Significance	5
98A- Border Bridge State	
98B- Border Bridge %	
101- Parallel Structure	N
EPA ID	
Stay in Place Forms	

Route Under Structure(UNDER Record)

5A - Record Type	
5B - Route Signing	
5C - Level of Service	
5D - Route Number	
5E - Direction Suffix	
10L - Best 3m Unclr-Lt	
10R- Best 3m Unclr- Rt	
PR Number	
Control Section	
11- Mile Point	
12- Base Highway Network	
13- LRS Route-Subroute	
19- Detour Length	
20- Toll Facility	
26- Functional Class	
28A - Lanes Under	
29 - ADT	
30 - Year of ADT	
42B- Service Type Under	5
47L - Left Horizontal Clear	
47R- Right Horizontal Clear	
54A - Left Feature	N
54B- Left Underclearance	99 99
54C- Right Feature	N
54D- Right Underclearance	99 99
Under Clearance Year	
55A - Reference Feature	N
55B- Right Horiz Clearance	327.8
56- Left Horiz Clearance	0
100- STRAHNET	
102 - Traffic Direct	
109 - Truck %	
110 - Truck Network	
114 - Future ADT	
115 - Year Future ADT	
Freeway	

Proposed Improvements

75 - Type of Work	
76- Length of Improvement	
94- Bridge Cost	
95- Roadway Cost	
96- Total Cost	
97- Year of Cost Estimate	

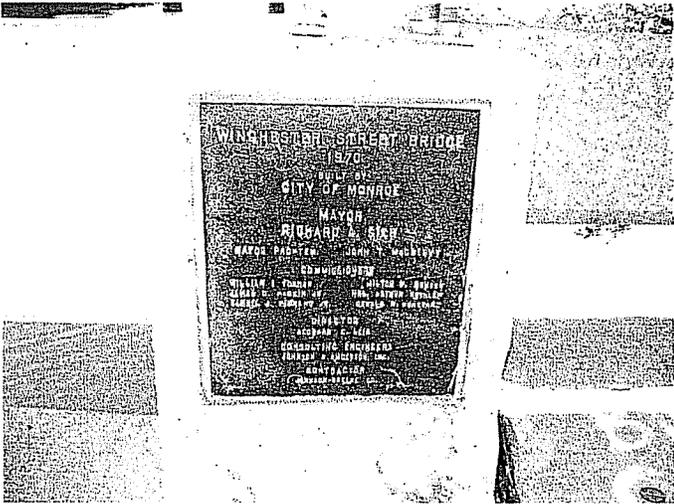
Load Rating and Posting

31- Design Load	6
41- Open, Posted, Closed	A
63- Oper Rtg Method	2
64F- Fed Rtg Method	99.9
64M- Mich Oper Rtg	9 160
65- Inv Rtg Method	2
66- Inventory Load	32.7
70- Posting	5
141- Posted Loading	
195- Analysis ID	
193- Overload Class	

APPENDIX A

Photos

Winchester Street over River Raisin



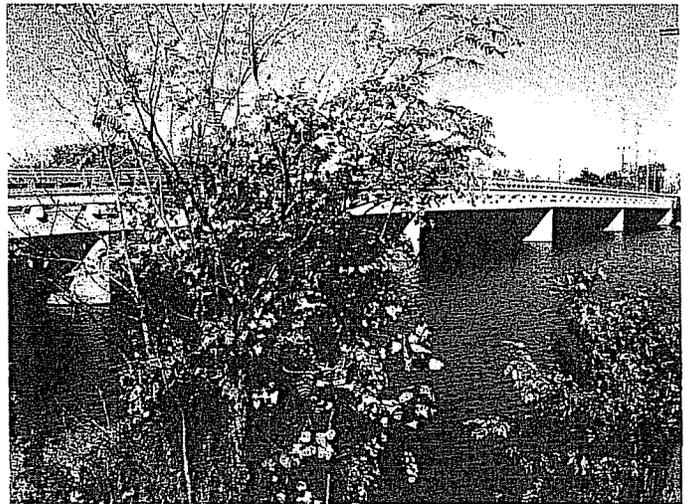
Bridge sign.
Note cracks in railings.



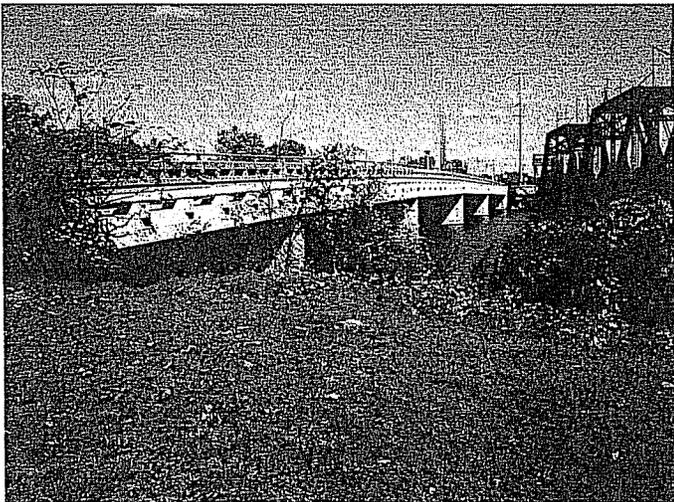
Bridge approach looking North.



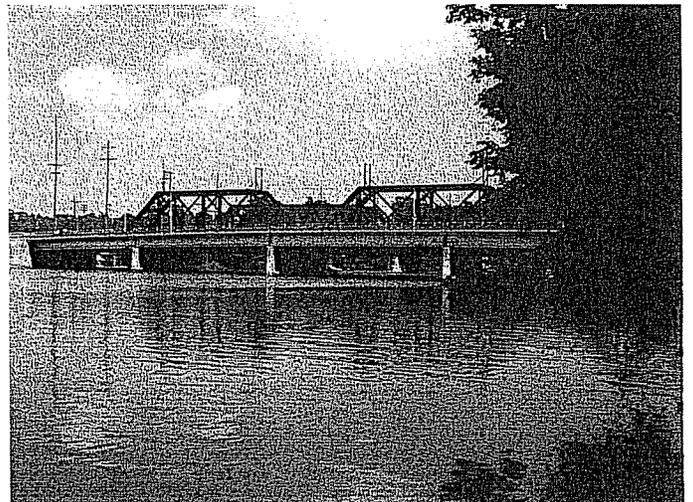
Bridge approach looking South.



East elevation.

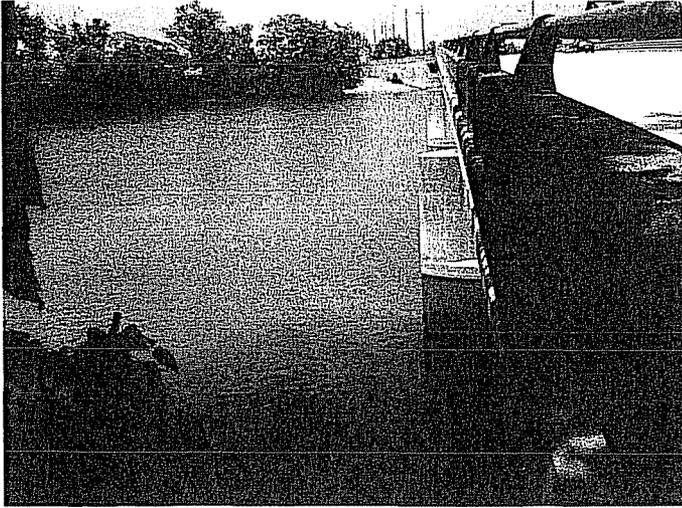


East elevation.

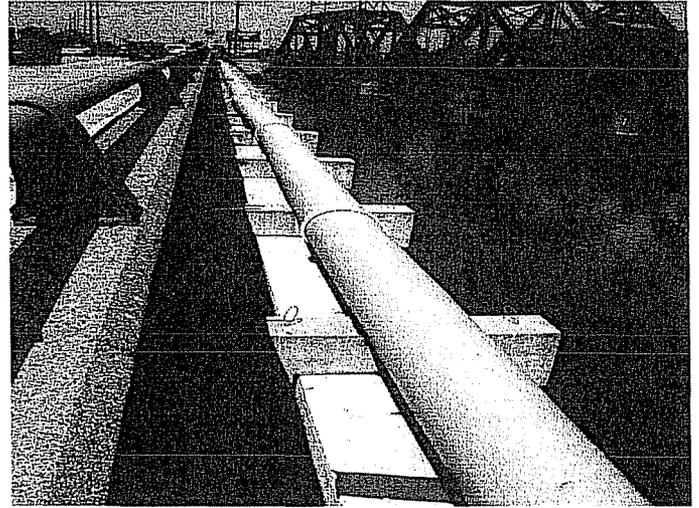


West railing.

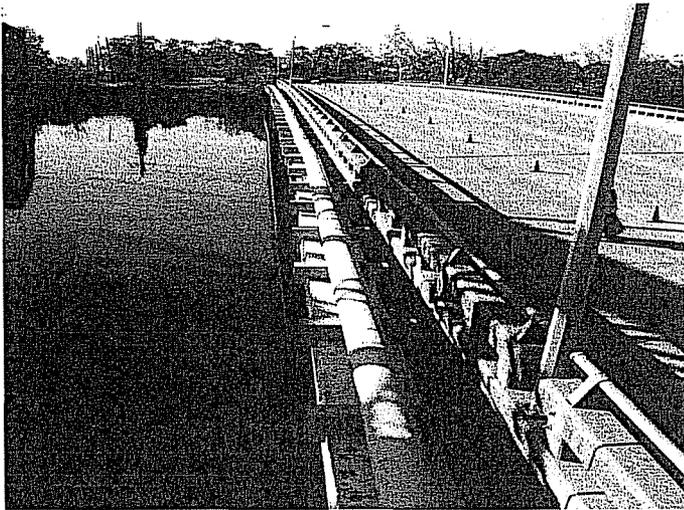
Winchester Street over River Raisin



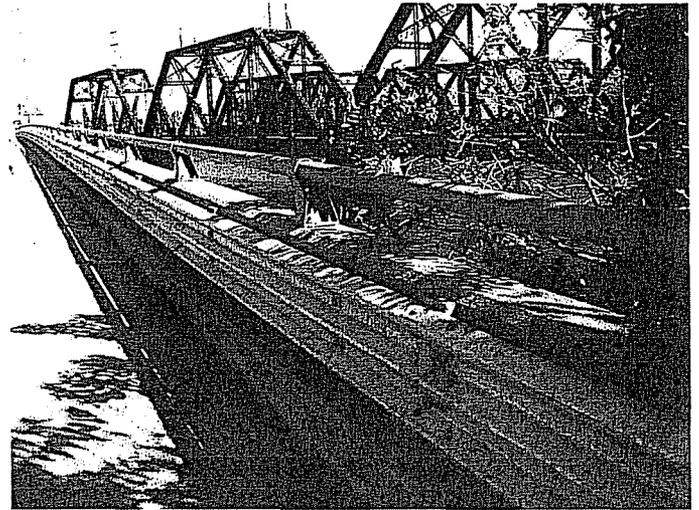
West elevation.



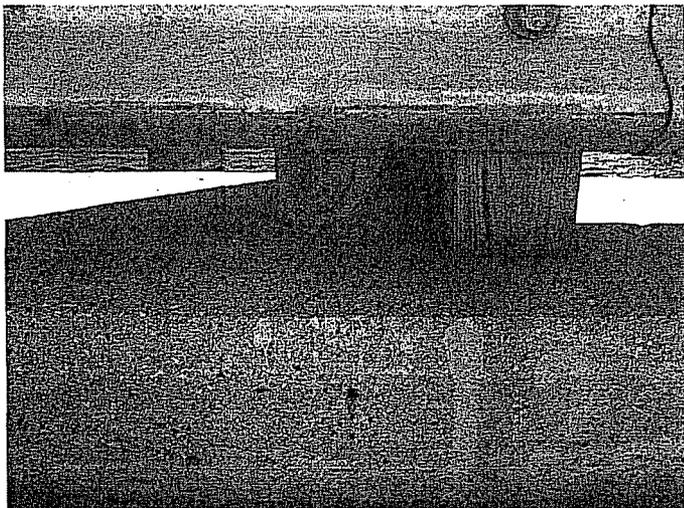
East railing / utility.



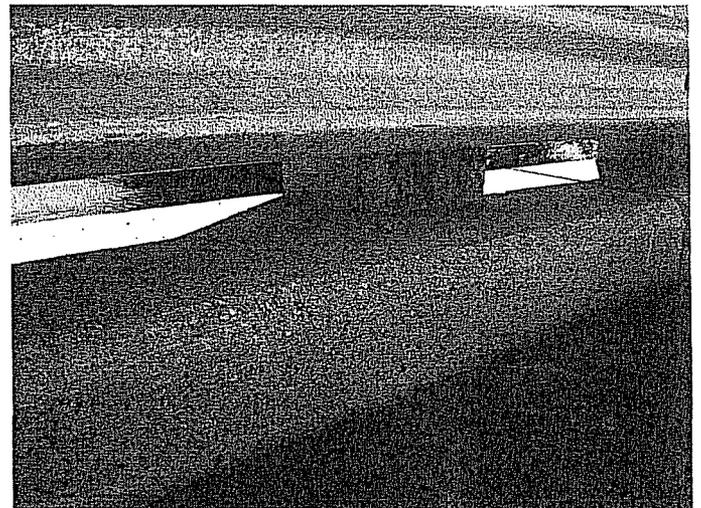
Bridge railing / utility along East side of structure.



East bridge railing.

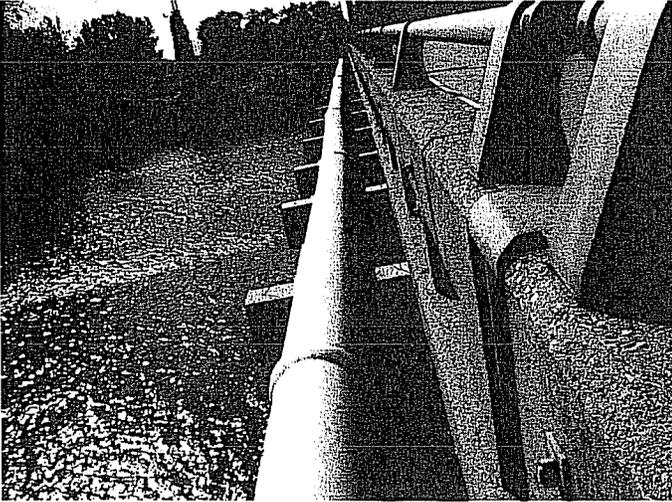


East bridge railing.
Note spalled concrete.

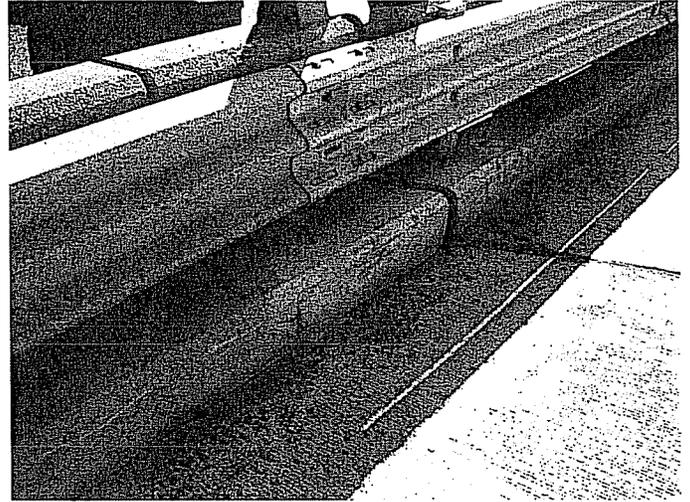


East bridge railing.

Winchester Street over River Raisin



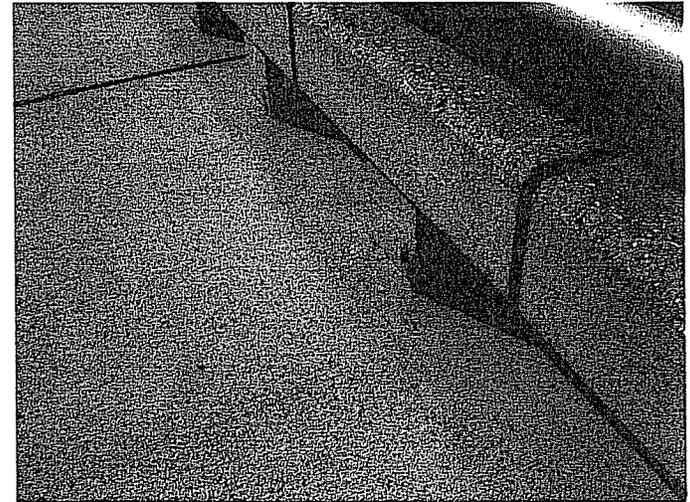
Utility along East side of structure.



East bridge railing and curb.



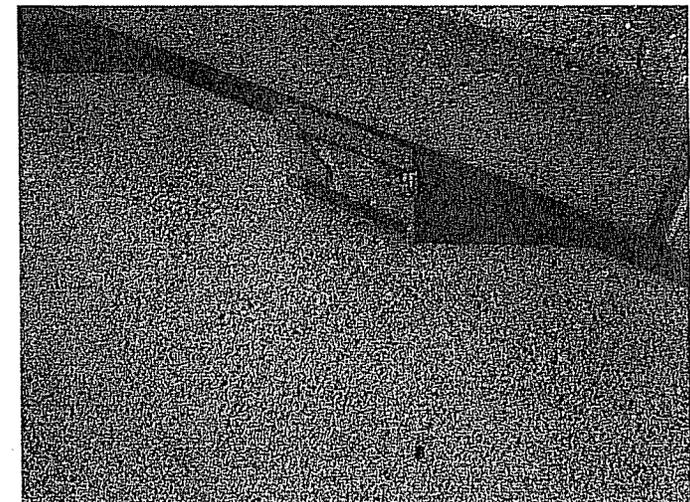
East bridge railing.



West bridge railing and sidewalk.
Note spalling concrete on rail.



Typical joint in sidewalk over pier on West side.
Note cracked / spalled concrete.



West bridge railing.
Note spalled concrete and steel reinforcing corrosion.

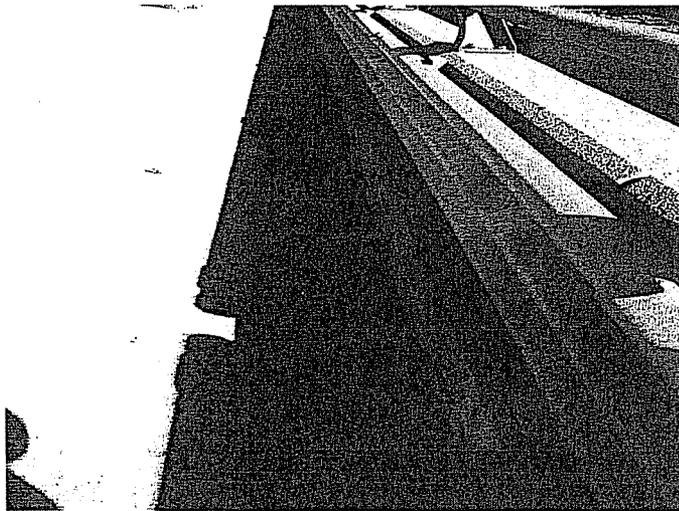
Winchester Street over River Raisin



Sidewalk joint over pier. Note cracked / delaminated concrete on sidewalk and railing. Compression seal is ill fitting.



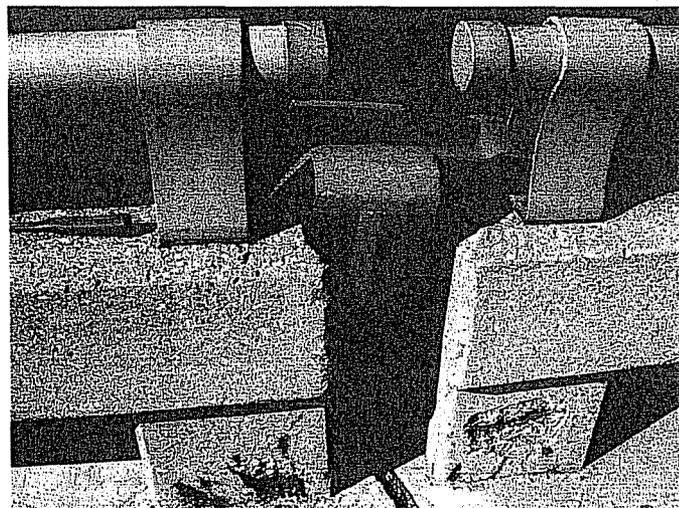
Sidewalk joint over pier. Note cracked / delaminated concrete on sidewalk and railing. Compression seal is ill fitting.



East bridge railing.
Note water marks on deck.



Southwest bridge railing & sidewalk.
Note cracked / spalled concrete & concrete path work.



Bridge railing over pier.
Note spalled concrete, exposed reinforcement steel & bent railing expansion plate.



Northeast approach railing & curb.
Note cracks & spalled concrete.

Winchester Street over River Raisin



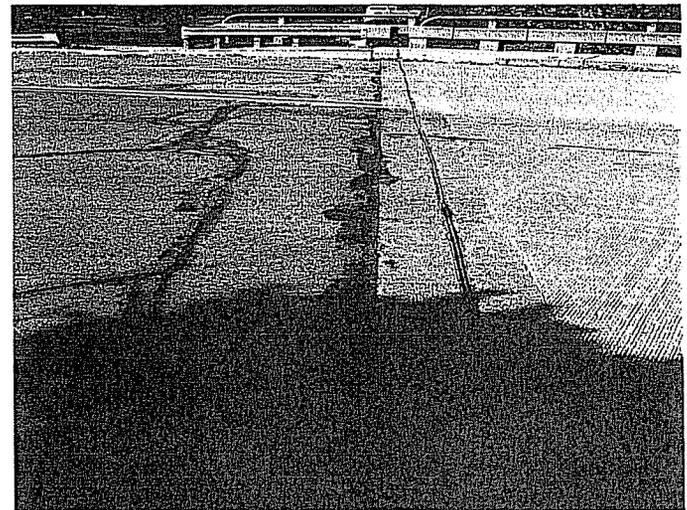
Northeast approach railing & curb.
Note cracks & spalled concrete.



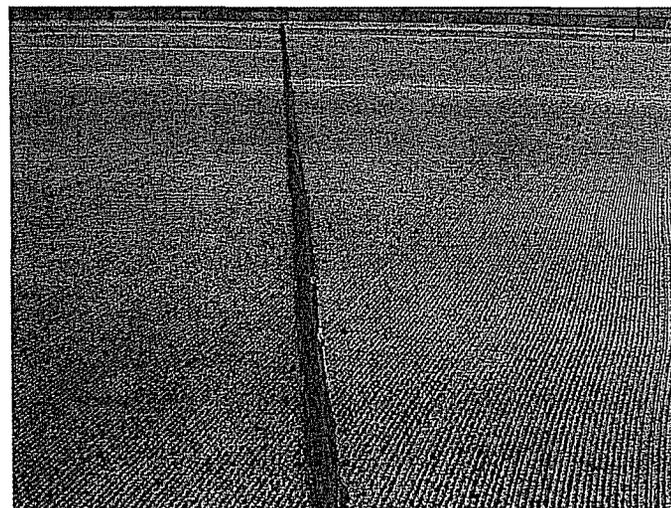
South approach.
Note cracks in pavement.



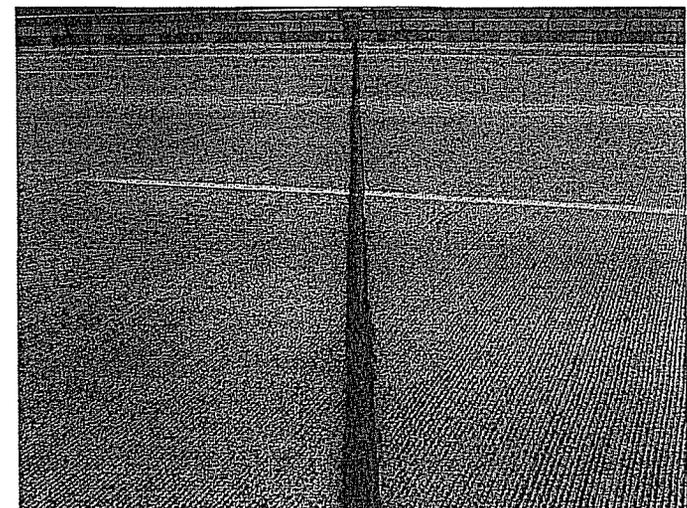
Approach / deck joint.
Note missing joint seal.



South deck / approach joints.
Note cracks in pavement.



Deck joint.
Note gaps in seal material.



Deck joint.
Note gaps in seal material.

Winchester Street over River Raisin



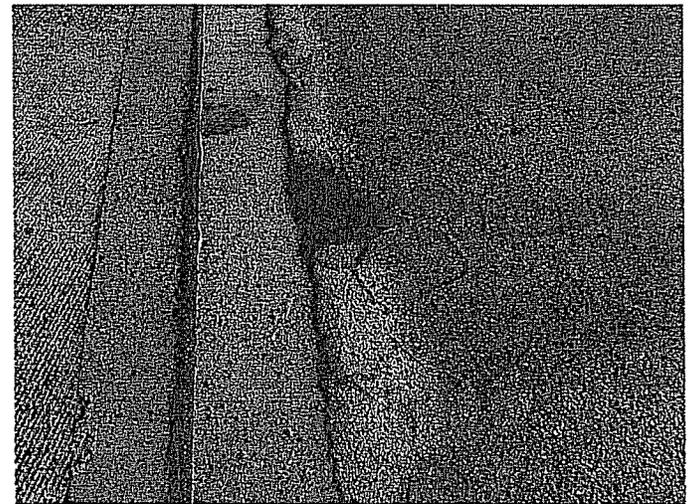
Deck joint.
Note gaps in seal material.



Deck joint.
Note gaps in seal material.



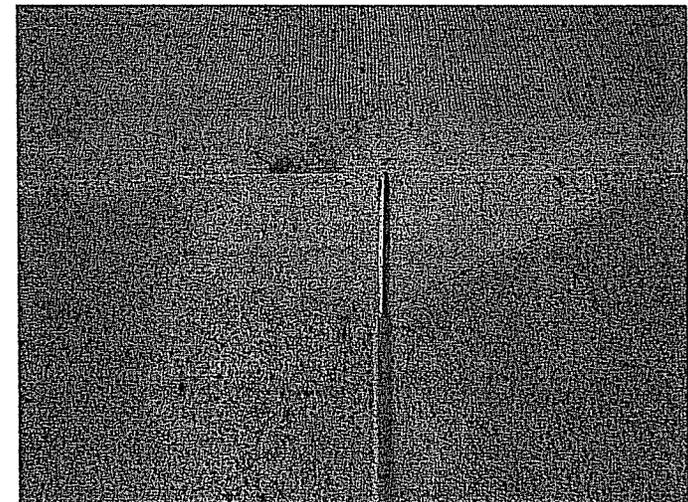
North deck / approach joint.
Note gaps in seal and delaminated concrete.



Pothole at North approach pavement.

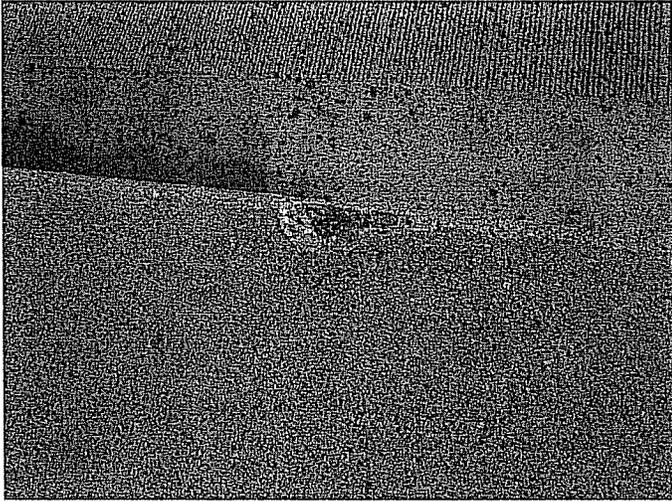


Bridge approach.
Note pavement cracking.

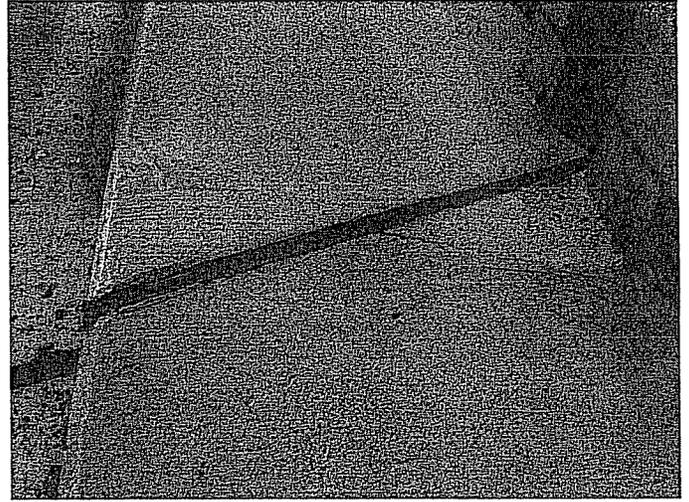


West curb / sidewalk.
Note concrete patchwork.

Winchester Street over River Raisin



West concrete curb & sidewalk.
Note spalled concrete.



Typical joint in sidewalk over pier.
Note cracked / spalled concrete.



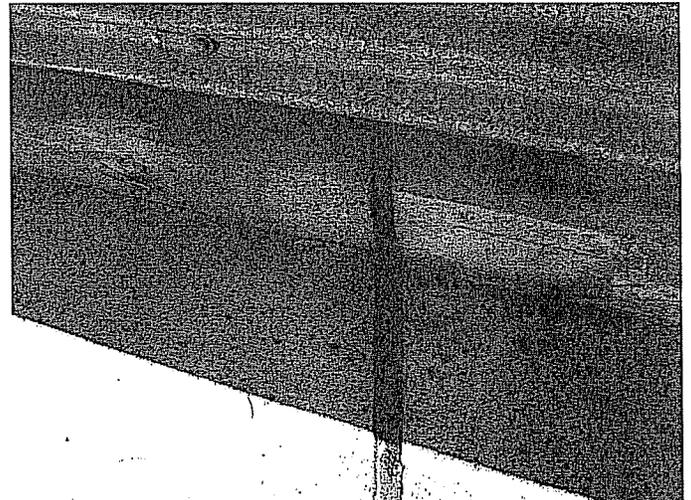
Northeast approach pavement.
Note rubblized flexible pavement.



Bridge deck.
Note weathered / delaminated concrete.

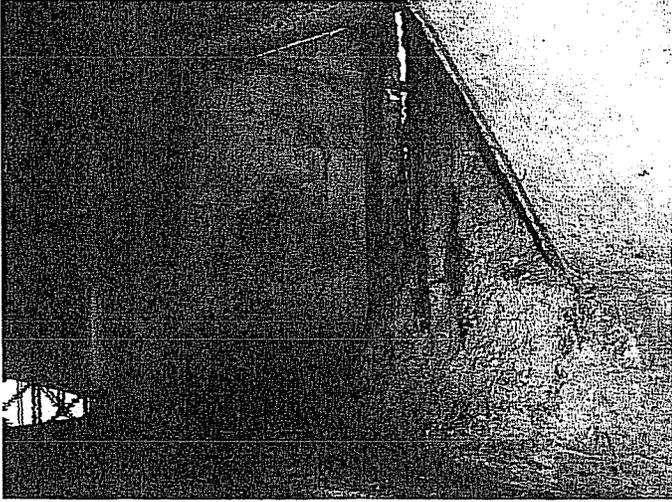


Bridge deck.

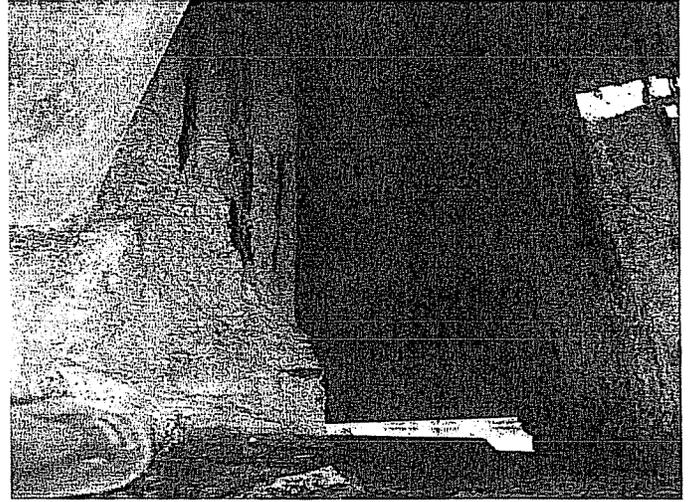


Concrete, curb joint over pier.
Note concrete patch work.

Winchester Street over River Raisin



Typical beam endings.
Note spalled concrete & exposed / corroding reinforcing steel.



Typical beam endings.
Note spalled concrete & exposed / corroding reinforcing steel.



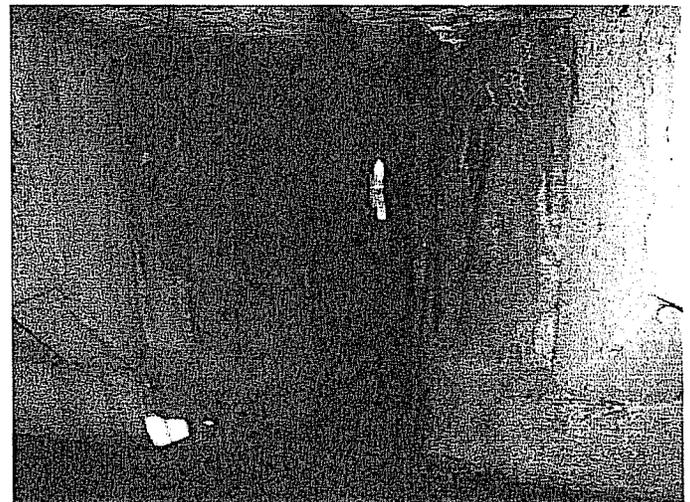
Typical elastomeric bearing & beam ending. Note smashed elastomeric bearing, corrosion, spalled concrete & debris.



Beam endings over pier 1.

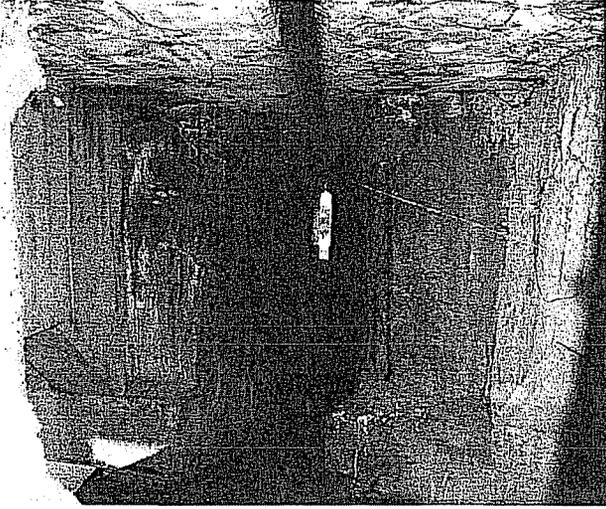


Beam endings over pier 1.



Beam endings over pier 1.

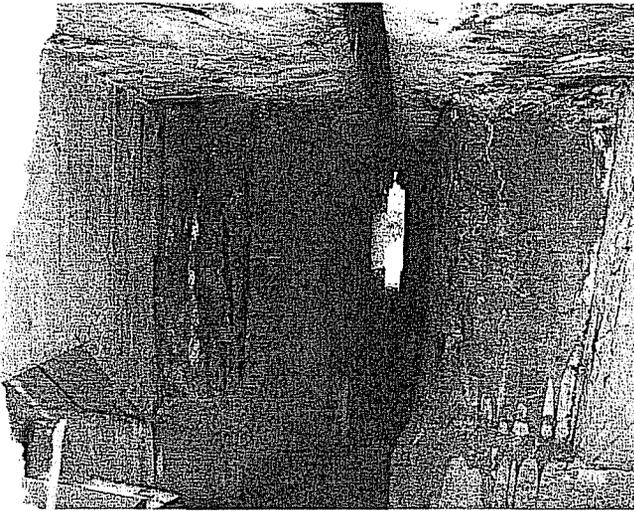
Winchester Street over River Raisin



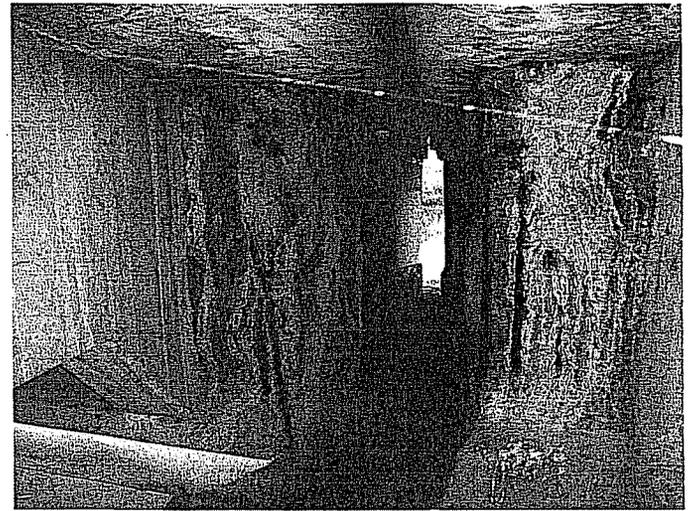
Beam endings over pier 1.



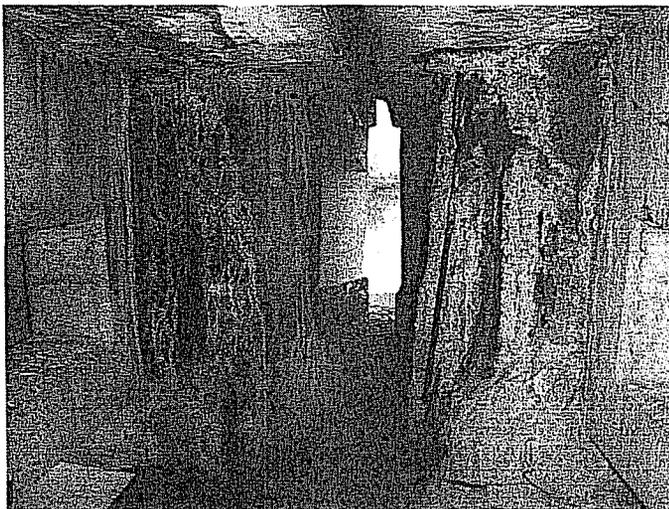
Beam endings over pier 1.



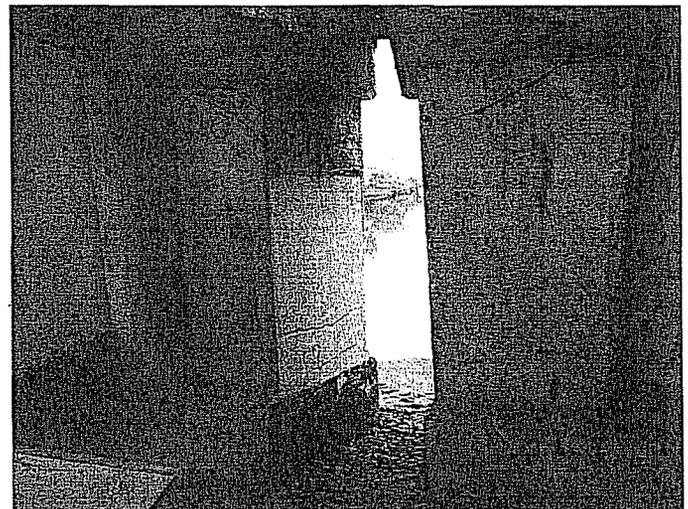
Beam endings over pier 1.
Note spalled / delaminated concrete & exposed corroded reinforced steel.



Beam endings over pier 1.
Note spalled / delaminated concrete & exposed corroded reinforced steel.



Beam endings over pier 1.
Note spalled / delaminated concrete & exposed corroded reinforced steel.



Beam endings over pier 1.
Note spalled / delaminated concrete & exposed corroded reinforced steel.

Winchester Street over River Raisin



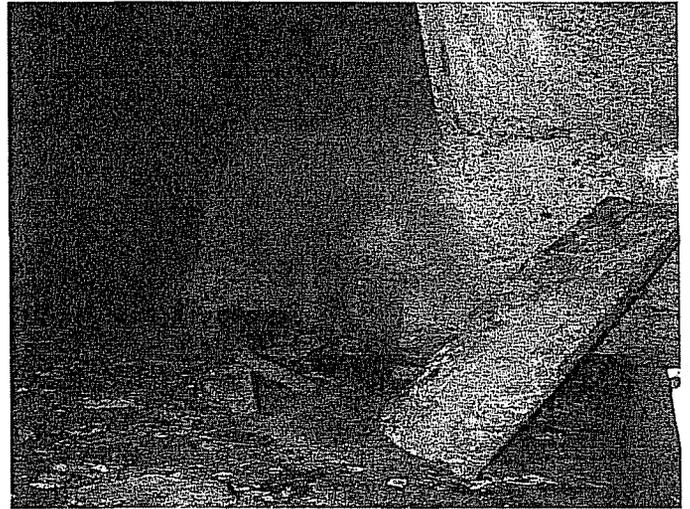
Beam web.
Note concrete spall & exposed reinforced steel.



Beam web.
Note concrete spall & exposed reinforced steel.



Typical beam endings.
Note spalled concrete.



Beam endings.
Note spalled concrete.



Utility box beam ending.
Note spalled concrete & exposed strands.

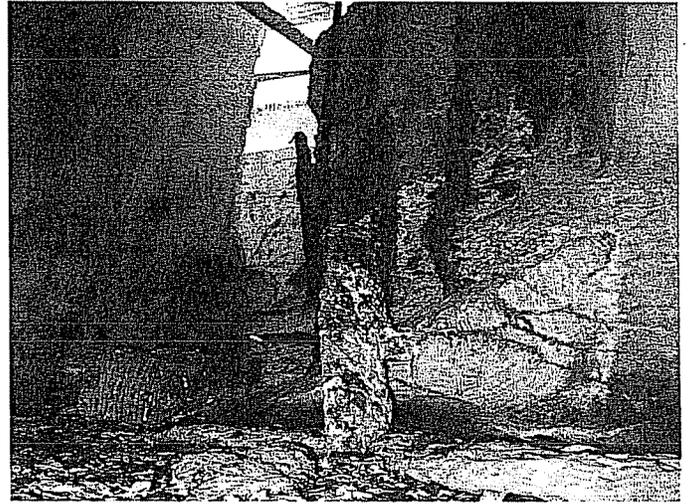


Beam web.
Note exposed reinforced steel.

Winchester Street over River Raisin



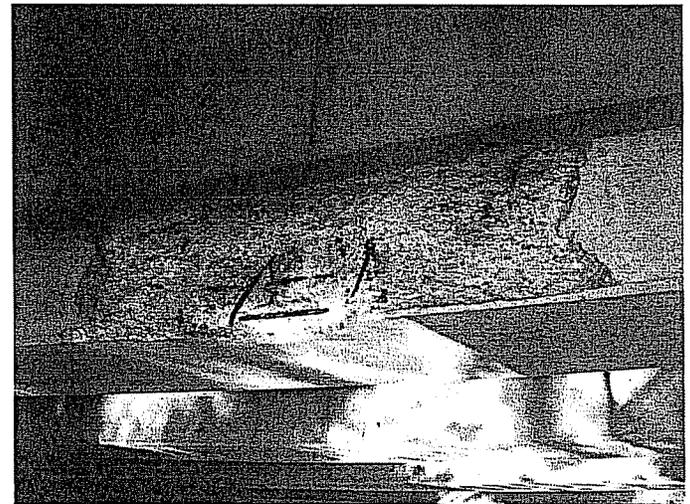
East fascia beam ending between utility support box beam.
Note spalled concrete & exposed reinforced steel.



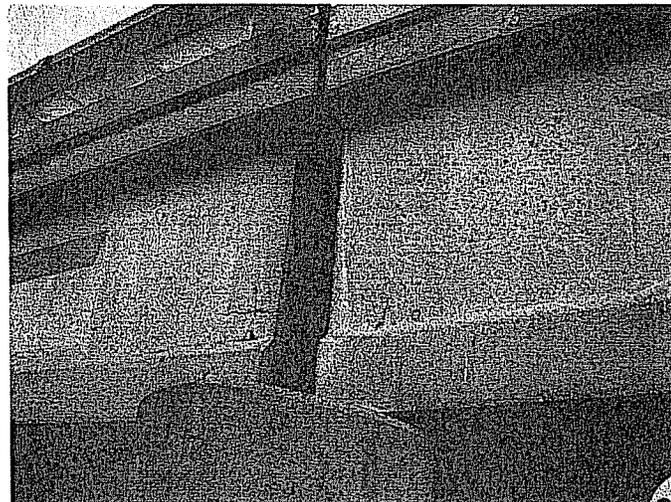
Beam ending.



Beam ending.



Prestressed I-beam, Span 5.
Note spalled concrete & exposed reinforced steel.

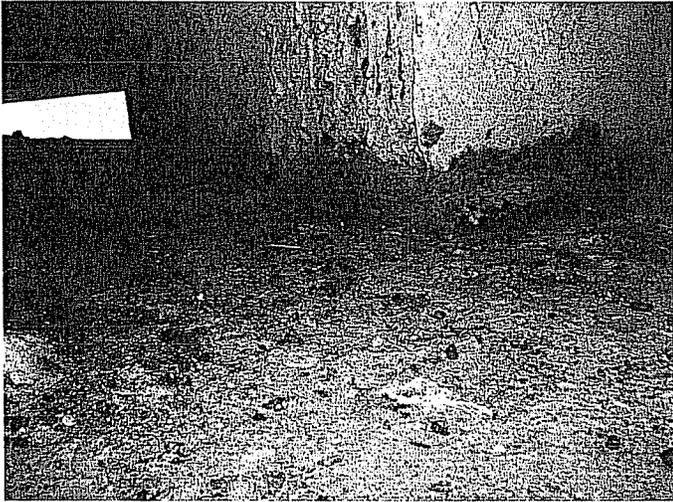


West fascia beam over pier 4.

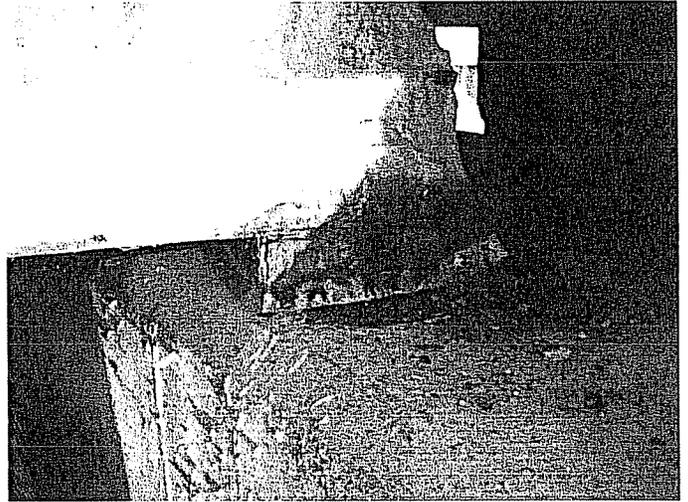


West fascia over pier.

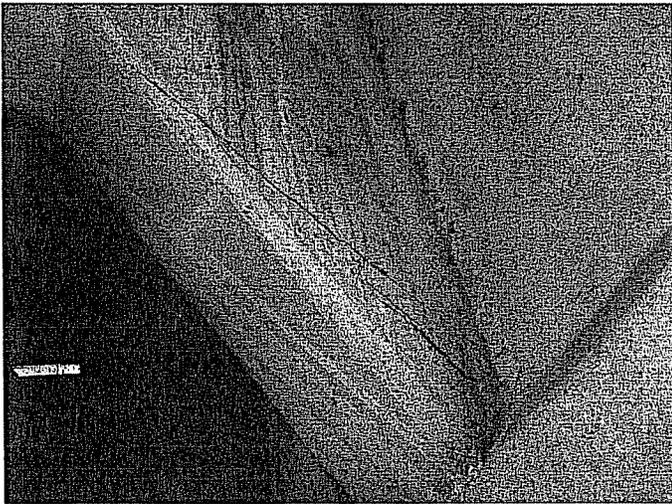
Winchester Street over River Raisin



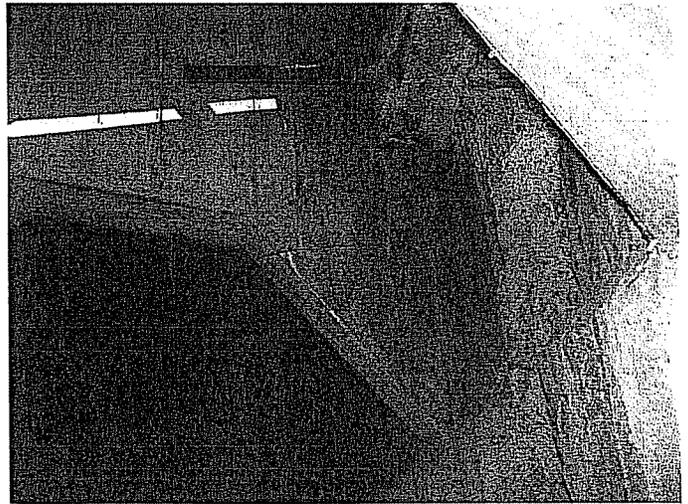
Bearings / Pier Seat.



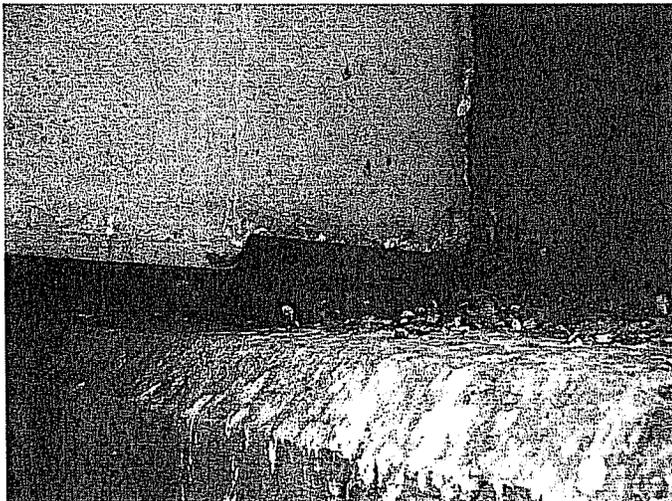
Typical elastomeric bearing & beam ending. Note smashed elastomeric bearing, corrosion, spalled concrete & debris.



End diaphragm.
Note crack & delaminated concrete.



End diaphragm.
Note crack & delaminated concrete.



Bearing at North abutments.



Deck joint over pier.

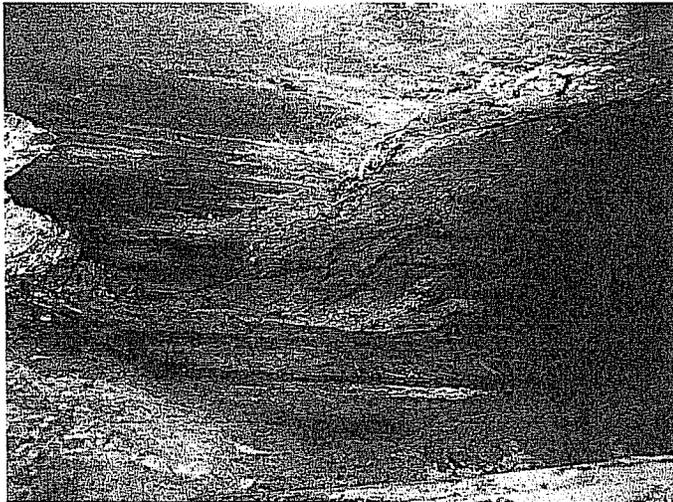
Winchester Street over River Raisin



Deck joint over pier 1.
Note spalled / cracked concrete.



Deck joint on underside.
Note spalled concrete.



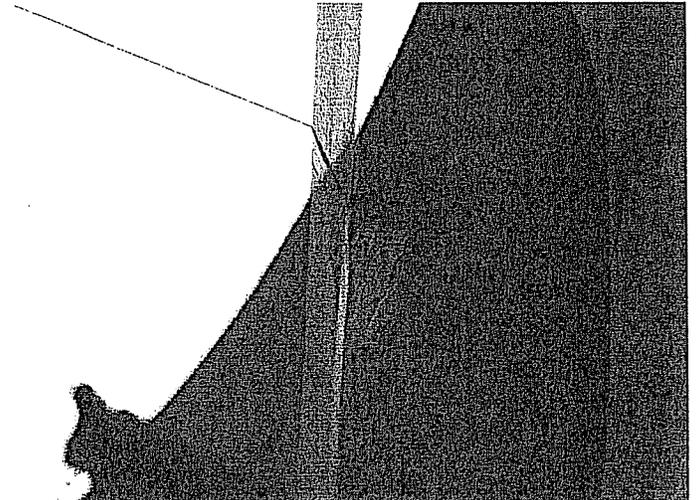
Deck near North backwall.



Deck underside.
Note concrete patch & delaminated concrete.

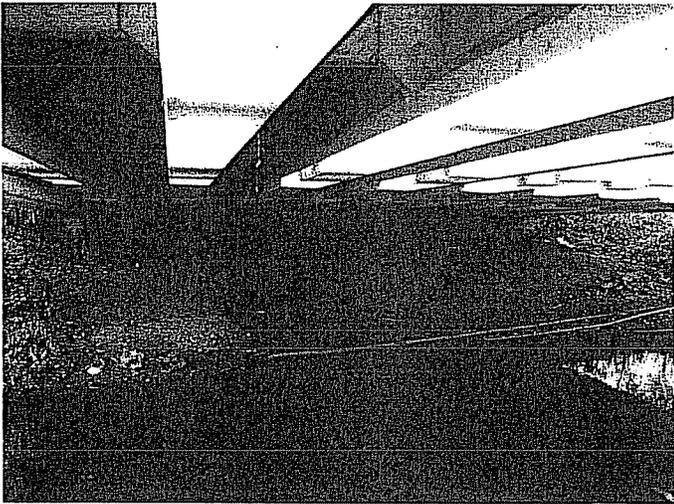


Deck underside.
Note concrete patch & delaminated concrete.

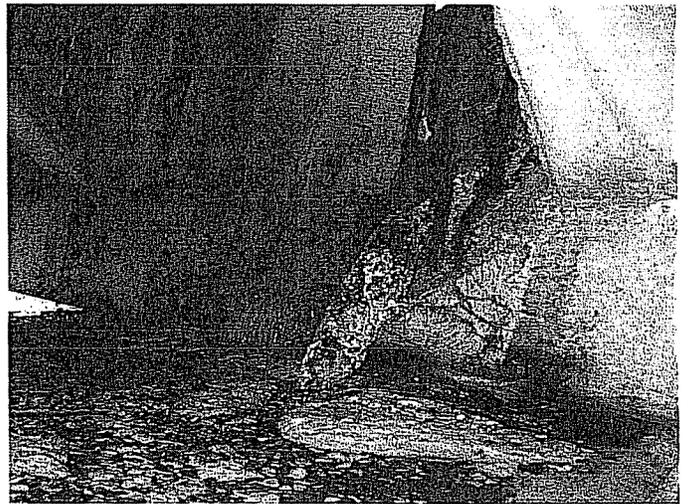


Northwest corner of North abutment.
Note spalled concrete.

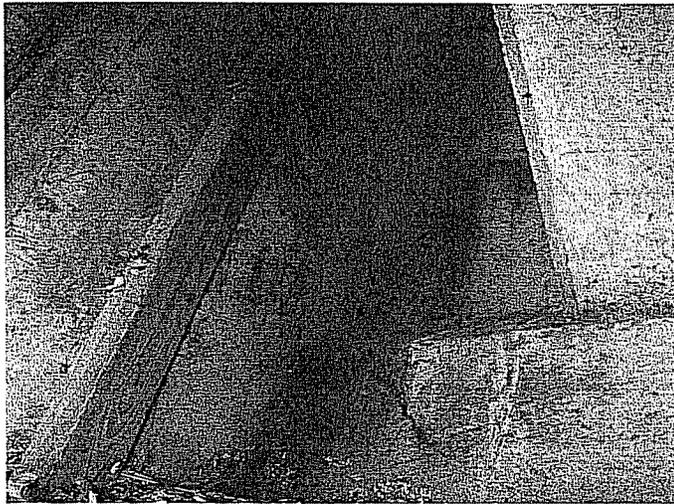
Winchester Street over River Raisin



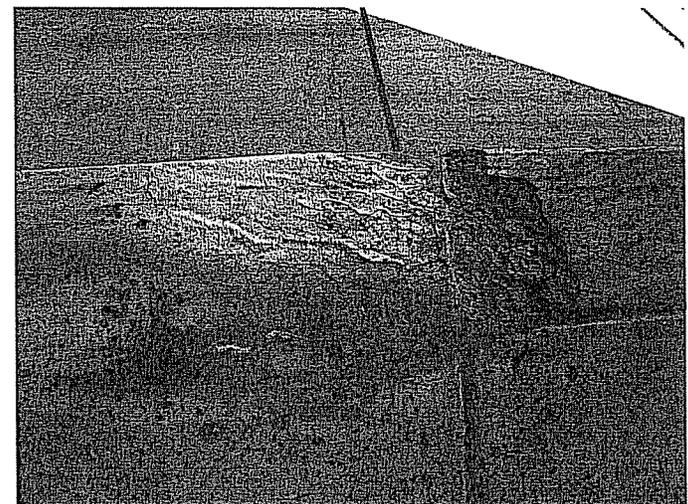
South abutment.
Note exposed conduit near water edge.



Beam ending.

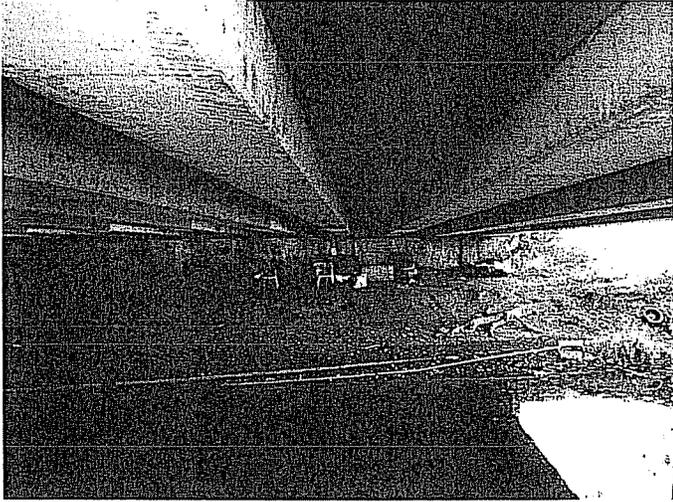


North abutment, backwall.

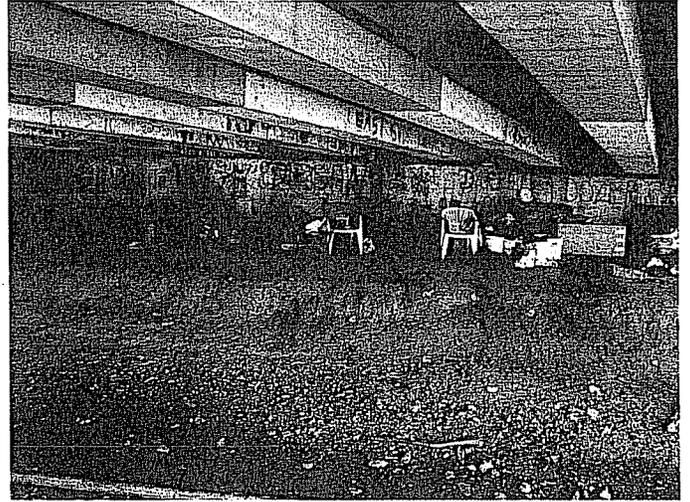


North abutment / West wingwall.

Winchester Street over River Raisin



South abutment & slope protection.
Note erosion issues & exposed conduit.



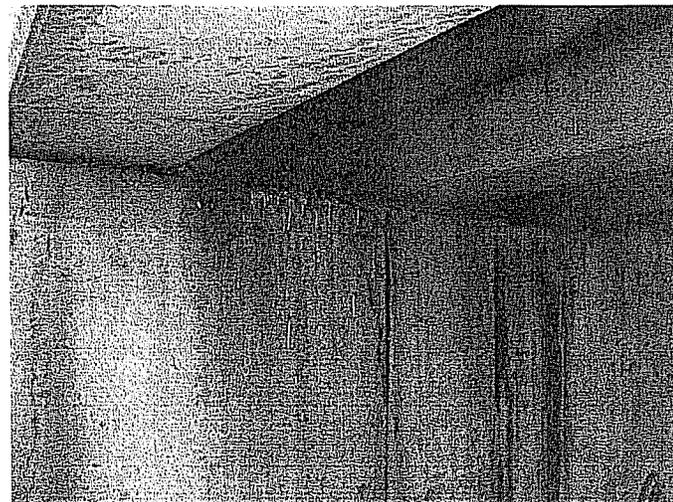
South abutment.
Note graffiti, spalled concrete & cracks.



North face pier 1.
Note full height cracks.



North face of pier.
Note water over footing and cracks in concrete.



Pier face. Note full height crack & spalling.



North side of pier 4.
Note spalled concrete.

Winchester Street over River Raisin



North side of pier 4.
Note spalled concrete.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: MERS Participation Agreement – Retiree Health Care Savings Program

DISCUSSION: As a part of the City of Monroe's plan to reduce its retiree health care liability, contract negotiations with the various city unions have included provisions to require all employees hired after July 1, 2008 to participate in a retiree health care savings program, instead of the current defined benefit retiree health care program. Employees hired after that date will receive a cash contribution from the city into their retiree health savings account and the employee will be required to match it via payroll deduction.

The provision was included in the Firefighter union agreement and was included in the benefit changes for non-union employees. It was also included in the recently implemented contract with COMEA 1. It looks as though an employee may be hired soon that would fall under this benefit structure. For that reason, the City Council will need to approve an agreement for the benefit.

The City Administration has reviewed plans from MERS and ICMA. It was determined that the MERS plan was the better option at this time due to the flexibility of the plan and how the funds are invested.

It is recommended that the Mayor and City Council approve the attached resolution and participation agreement for the Health Care Savings Program with MERS and further approve the City Manager to sign the agreement on its behalf.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: January 31, 2009

REASON FOR DEADLINE: Employee Hiring

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Edward Sell, Finance Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: All full-time employees hired after 7/1/08

FINANCES

COST AND REVENUE PROJECTIONS:

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: Edward Sell, Finance Director

DATE: 12/29/08

REVIEWED BY: *Edward Sell*

DATE: 12/29/08

COUNCIL MEETING DATE: January 5, 2009



**HEALTH CARE SAVINGS PROGRAM
UNIFORM RESOLUTION**

City of Monroe

(Participating Employer)

**Municipal Employees' Retirement System of Michigan
1134 Municipal Way
Lansing, MI 48917
517-703-9030**

Restated: March 13, 2007
(Adopted: May 14, 2003, amended
August 11, 2004, restated November
15, 2005)

**UNIFORM RESOLUTION ADOPTING THE MERS
HEALTH CARE SAVINGS PROGRAM**

(Excluding Plans Governed by Internal Revenue Code Section 401(h))

WHEREAS, the Municipal Employees' Retirement System ("MERS") Plan Document of 1996, effective October 1, 1996, authorized the Municipal Employees' Retirement Board ("Board") to establish additional programs including but not limited to defined benefit and defined contribution program (MERS Plan Document Section 36(2)(a)); MCL 38.1536(2)(a));

WHEREAS, the Board has authorized MERS' establishment of the health care savings program ("HCSP" or "Program"), which a participating municipality or court, or another eligible public employer that is a political subdivision of the State which constitutes a "municipality" under MERS Plan Document Section 2B(4); MCL 38.1502b(2) ("Eligible Employer"), may adopt for its Eligible Employees;

WHEREAS, MERS has been determined by the Internal Revenue Service to be a tax-qualified "governmental plan" and trust under section 401(a) of the Internal Revenue Code of 1986, and all trust assets within MERS reserves are therefore exempt from taxation under Code section 501(a) (IRS Letter of Favorable Determination dated June 15, 2005).

WHEREAS, the Board has established a governmental trust (the "Trust Fund") to hold the assets of the HCSP, which Trust Fund shall be administered under the discretion of the Board as fiduciary, directly by (or through a combination of) MERS or MERS' duly-appointed Program Administrator;

WHEREAS, 1999 PA 149, the Public Employee Health Care Fund Investment Act, MCL 38.1211 *et seq.* ("PA 149") provides for the creation by a public corporation of a public employee health care fund, and its administration, investment, and management, in order to accumulate funds to provide for the funding of health benefits for retirees and beneficiaries;

WHEREAS, a separate MERS health care trust fund created under PA 149 also constitutes a governmental trust established by a public corporation ("municipality") as an Eligible Employer, provided that all such employers shall be the State of Michigan, its political subdivisions, and any public entity the income of which is excluded from gross income under Section 115 of the Internal Revenue Code; provided further, that the PA 149 trust shall not accept assets from any defined benefit health account established under Section 401(h) of the Internal Revenue Code;

WHEREAS, the Board acts as investment fiduciary for the pooled assets of each MERS participating municipality and court enrolled in MERS defined benefit programs, Health Care Savings Program, the Retiree Health Funding Vehicle, and the Investment Services Pool Program, on whose behalf MERS performs all plan administration and investment functions, and such participating municipalities and courts have full membership, representation and voting rights at the Annual Meeting as provided under Plan Section 45; MCL 38.1545.

WHEREAS, the Board also acts as investment fiduciary for those participating employers who are non-MERS participating municipalities and courts that have adopted the

MERS Health Care Savings Program, Retiree Health Funding Vehicle, or Investment Service Pool Program, and such entities are not accorded membership, representation or voting rights provided to MERS participating municipalities and courts at the Annual meeting under Plan Section 45; MCL 38.1545.

WHEREAS, adoption of this Uniform Resolution and Participation Agreement (the “Uniform Resolution”) by each Eligible Employer is necessary and required in order that the benefits available under the MERS HCSP may be extended;

- It is expressly agreed and understood as an integral and nonseverable part of extension or continuation of coverage under this HCSP Resolution that Section 43B of the MERS Plan Document shall not apply to this Uniform Resolution Adopting MERS HCSP, the Participation Agreement, the Trust Plan Document, the Trust Agreement, and their administration or interpretation.
- In the event any alteration of the language, terms or conditions stated in this Uniform Resolution Adopting MERS HCSP is made or occurs, under MERS Plan Document Section 43B or other plan provision or other law, it is expressly recognized that MERS and the Board, as fiduciary of the MERS Plan and its trust reserves, and whose authority is nondelegable, shall have no obligation or duty: to administer (or to have administered) the Trust; or to continue administration by the Program Administrator or by MERS directly.

WHEREAS, concurrent with this HCSP Uniform Resolution, and as a continuing obligation, this governing body has completed, approved, and submitted to MERS documents necessary for participation in and implementation of the HCSP. This obligation applies to any documents deemed necessary to the operation of the Trust by the Program Administrator;

NOW, THEREFORE, BE IT RESOLVED that the governing body adopts (or readopts) the MERS HCSP as provided below.

SECTION 1. HCSP PARTICIPATION

EFFECTIVE January 5, 2009, the MERS HCSP is hereby adopted by the City of Monroe

(MERS municipality or court or other eligible employer)

CONTRIBUTIONS. Basic Employer contributions, Mandatory Salary Reduction Contributions, Mandatory Leave Conversion Contributions, and Post-tax Employee Contributions, shall be remitted pursuant to MERS by the Eligible Employer, and credited to the Eligible Employer’s separate fund within the MERS Trust Fund. Employer contributions may be made as a percentage of salary and/or by a specified dollar amount.

INVESTMENT of funds accumulated and held in the Health Care Savings Program Trust Fund shall be held in a separate reserve and invested on a pooled basis by MERS subject to

the Public Employee Retirement System Investment Act ("PERSIA"), 1965 PA 314, as provided by MERS Plan Document Section 39; MCL 38.1539, and PA 149.

THE ELIGIBLE EMPLOYER shall abide by the terms of the HCSP, including all investment, administration, and service agreements, and all applicable provisions of the Code and other law. It is affirmed that no assets from any defined benefit health account established under Section 401(h) of the Internal Revenue Code shall be transferred to, or accepted by, MERS.

SECTION 2. IMPLEMENTATION DIRECTIONS FOR MERS AS HCSP INVESTMENT FIDUCIARY AND TRUSTEE

- (A) The governing body of this Eligible Employer desires that all assets placed in its MERS HCSP Trust Fund (as a sub-fund within all pooled HCSP trust funds with MERS) be administered by MERS, which shall act as investment fiduciary with all powers provided under Public Employee Retirement System Investment Act, pursuant to PA 149, all applicable provisions of the Internal Revenue Code and other relevant law.
- (B) The governing body desires, and MERS upon its approval of this Resolution agrees, that all funds accumulated and held in the MERS HCSP Trust Fund shall be invested and managed by MERS within the collective and commingled investment of all HCSP funds held in trust for all Eligible Employers.
- (C) All monies in the MERS HCSP Trust Fund (and any earnings thereon, positive or negative) shall be held and invested for the sole purpose of paying health care benefits for the exclusive benefit of "Eligible Employees" who shall constitute "qualified persons" who have retired or separated from employment with the Eligible Employer, and for any expenses of administration, and shall not be used for any other purpose, and shall not be distributed to the State.
- (D) The Eligible Employer will fund on a defined contribution, individual account, basis its MERS HCSP Trust sub-fund to provide funds for health care benefits for "Eligible Employees" who shall constitute "qualified persons." Participation in and any coverage under HCSP shall not constitute nor be construed to constitute an "accrued financial benefit" under Article 9 Section 24 of the Michigan Constitution of 1963.
- (E) The Eligible Employer designates and incorporates as "Eligible Employees" who shall constitute "qualified persons" under this HCSP Resolution those who are "Eligible Employees as defined in the HCSP Participation Agreement under this HCSP.
- (F) Edward Sell, Finance Director (Use title of official, not name) shall be the Eligible Employer's HCSP Coordinator; shall designate in writing the "qualified persons" on whose behalf trust fund monies shall be made available under any MERS (or non-MERS) retiree health care benefit program, including, but not limited to, MERS HCSP, or MERS Premier Health; receive necessary

reports, notices, etc.; shall act on behalf of the Eligible Employer; and may delegate any administrative duties relating to the Fund to appropriate departments.

- (G) Fees and Expenses for the MERS HCSP are contained in Addendum A to this Resolution.

SECTION 3. EFFECTIVENESS OF THIS HCSP UNIFORM RESOLUTION

This Resolution shall have no legal effect until a certified copy of this adopting Resolution shall be filed with MERS, and MERS determines that all necessary requirements under MERS Plan Document Section 36(2)(a), 1999 PA 149 and other relevant laws, and this Resolution have been met. Upon MERS' determination that all necessary documents have been submitted, MERS shall record its formal approval upon this Resolution, and return a copy to the Eligible Employer's HCSP Coordinator as identified above.

In the event an amendatory resolution or other action by the Eligible Employer is required by MERS, such Resolution or action shall be deemed effective as of the date of the initial Resolution or action where concurred in by this governing body and MERS (and the Program Administrator if necessary). Section 54 of the MERS Plan Document shall apply to this Resolution and all acts performed under its authority. The terms and conditions of this Resolution supersede and stand in place of any prior resolution, and its terms are controlling.

I hereby certify that the above is a true copy of the Uniform Resolution Adopting The MERS Health Care Savings Program, adopted at the official meeting held by the governing body of this municipality:

On January 5, 2009 _____
(Signature of authorized official)

Please send MERS fully executed copy of:

1. This HCSP Uniform Resolution;
2. Participation Agreement;
3. Certified minutes stating Governing Body approval; and
4. Union contract language and/or personnel policy.

**RECEIVED AND APPROVED BY THE MUNICIPAL EMPLOYEES'
RETIREMENT SYSTEM OF MICHIGAN**

Dated: _____, 20_____
(Authorized MERS signatory)

ADDENDUM A

Fees and Expenses for the MERS HCSP are as follows:

(a) The administrative fee is \$25 per year and 60 basis points (60 hundredths of 1 percent). The basis point fee will be applied by MERS to the fair market value of assets determined as of the first business day of each month. The fees will be deducted from the individual's account. A quarterly statement will be provided following each quarter.

(b) The administrative fee is separate from and does not include underlying investment management expenses netted from all MERS trust funds under investment on a daily valuation basis.

Dated: _____, 20____

(Signature of authorized official)

(Title)

**RECEIVED AND APPROVED BY THE MUNICIPAL EMPLOYEES'
RETIREMENT SYSTEM OF MICHIGAN**

Dated: _____, 20____

(Authorized MERS HCSP signatory)



**HEALTH CARE SAVINGS PROGRAM
PARTICIPATION AGREEMENT**

City of Monroe

(Participating Employer)

**Municipal Employees' Retirement System of Michigan
1134 Municipal Way
Lansing, MI 48917
517-703-9030**

**Restated: November 15, 2005
(Approved May 14, 2003 and
amended August 19, 2004)**

HEALTH CARE SAVINGS PROGRAM EMPLOYER

Effective Date of this Participation Agreement July 1, 2008

Health Care Savings Program Coordinator (Name and title) Ed Sell, Finance Director

Address 120 E. First St. Monroe, MI 48161

Phone (734) 384 - 9133 Facsimile (734) 243 - 8683

E-mail edward.sell@monroemi.gov

COVERED EMPLOYEE GROUPS

A participating Employer may cover all of its employee groups, bargaining units or personnel/employee classifications ("Covered Group"), in Health Care Savings Program or select from the listing below. **Contributions shall be made on the same basis within each Covered Group identified by this agreement, and remitted as directed by the Program Administrator.** If the Employer has varying coverage or contribution structures between groups, a separate agreement will need to be completed for each covered group. This agreement encompasses the group(s) listed below:

All Eligible Employees within the following bargaining unit(s) or personnel/employee classification(s) (must specify below, e.g., MERS Division 1; All Police & Fire; or Police Command):

All full-time employees hired on or after 7/1/08 in the COMEA 1, COMEA 2, and Firefighters
union; and all full-time appointed and confidential employees hired on or after 7/1/08.

ELIGIBLE EMPLOYEES

Only Employees of a "municipality" may be covered by the Health Care Savings Program Participation Agreement. Independent contractors may not participate in the Health Care Savings Program. 2. Subject to other conditions in the Trust Document and this Participation Agreement, the following Covered Group of Employees are deemed to be "qualified persons" eligible to participate in the Health Care Savings Program:

Check one or both:

- With respect to Covered Groups, this Participation Agreement covers all employees who are in a collective bargaining unit, subject to the terms of the collective bargaining agreement.

- With respect to Covered Groups, this Participation Agreement covers all employees who are subject to the same personnel policy, according to the terms of the policy.

The Employer shall provide MERS with the name, address, Social Security Number, and date of birth for each Eligible Employee, as defined by the Participation Agreement on Employee Enrollment and Beneficiary Designation forms to be provided by MERS Health Care Savings Program.

EMPLOYER CONTRIBUTIONS TO THE HEALTH CARE SAVINGS PROGRAM

The Participating Employer hereby elects to make contributions to the Trust. Once you have determined the contribution structure, language should be added in the appropriate area below. Contributions shall be made on the same basis within each Covered Group specified in this agreement, and remitted to MERS as directed by the Program Administrator along with the Participation Report, to be credited to the individual accounts of Eligible Employees as follows:

Check one or more, as applicable:

- Basic Employer (Before-Tax) Contributions**

These employer contributions may be made as a percentage of salary and/or by a specified dollar amount. Identify below the basic employer contribution formula to be applied to the covered groups within the Health Care Savings Program identified in this agreement.

Contribution structure (**specify**): Firefighters union: The City will contribute 3% of base pay into the MERS HCSP. COMEA 1, COMEA 2, Appointed, Confidential: The City will contribute 3% of the average annualized base wages of all regular full-time employees, which amount will be calculated based upon the wages paid each June 30.

- Vesting Cycle For Basic Employer Contributions Only**

The employer contributions identified in this Participation Agreement are subject to the following vesting cycle.

Years of Service	Percentage Vested
_____	_____
_____	_____
_____	_____
_____	_____
_____	100%

FORFEITURE PROVISION. Upon separation from the service with the Employer prior to meeting required vesting schedule set out above, or upon Death of the Participant, prior to meeting the required vesting schedule, a Participant's account assets shall:

Check only one, as applicable:

- Remain in the HCSP sub-trust to be reallocated among all Plan Participants in on equal dollar basis
- Remain in the HCSP sub-trust to be used to offset future Employer Contributions
- Be transferred to the Employer's Health Funding Vehicle ("RHFV").

Mandatory Salary Reduction (Before-Tax) Contributions

Before-tax Employer Contributions to the Health Care Savings Program Sub-Trust shall be made that represent a mandatory salary reduction resulting from collective bargaining or the establishment of a personnel policy. These reductions may be made as a percentage of salary or a specific dollar amount.

Contribution structure (**specify**): Firefighters union: Employees will contribute 3% of base pay into the MERS HCSP. COMEA 1, COMEA 2, Appointed and Confidential non-union:
3% of the average annualized base wages of all regular full-time employees, which amount shall be calculated based upon the wages paid on June 30 of each year.

Mandatory Leave Conversion (Before-Tax) Contributions

Before-tax Employer Contributions to the Health Care Savings Program Sub-Trust shall be made that represent a mandatory conversion of accrued leave including, but not limited to vacation, holiday, sick leave, or severance amounts otherwise paid out, to a cash contribution. These contributions may be calculated as a percentage of accrued leave or a specific dollar amount representing the accrued leave. Leave conversions may be made on an annual basis or at separation from service, or at such other time as the Employer indicates. (*Note: The leave conversion program shall not permit employees the option of receiving cash in lieu of the employer contribution.*)

The following type of leave shall be converted to an employer cash contribution to Health Care Savings Program:

Check one or more, as applicable:

Vacation Leave Conversion Contribution Structure:

- As of _____, _____% of vacation leave must be contributed to HCSP.
(Annual Date or X weeks prior to termination)
- Other (**specify**): _____

- Sick Leave Conversion Contribution Structure:**
- As of _____, _____% of sick leave must be contributed to HCSP.
(Annual Date or X weeks prior to termination)

Other (specify): _____

- Personal Leave Conversion Contribution Structure:**
- As of _____, _____% of personal leave must be contributed to HCSP.
(Annual Date or X weeks prior to termination)

Other (specify): _____

- Severance Pay Conversion Contribution Structure:**
- As of _____, _____% of severance pay must be contributed to HCSP.
(Annual Date or X weeks prior to termination)

Other (specify): _____

Post-Tax Employee Contributions

The Participating Employer hereby elects to permit post-tax Employee Contributions to be made by Eligible Employees within the Covered Group(s), which shall be remitted as directed by the Program Administrator, to be credited to the individual accounts of Eligible Employees. All Employee Contributions must be remitted to MERS along with the Participation Report.

MODIFICATION OF THE TERMS OF THE PARTICIPATION AGREEMENT

If a Participating Employer desires to amend any of its previous elections contained in this Participation Agreement, including attachments, the Governing Body by official action must adopt a new Participation Agreement and forward it to the Board for approval. The amendment of the new Participation Agreement is not effective until approved by the Board and other procedures required by the Trust Plan Document have been implemented.

STATE LAW

To the extent not preempted by federal law, this agreement shall be interpreted in accordance with Michigan law.

TERMINATION OF THE PARTICIPATION AGREEMENT

This Participation Agreement may be terminated only in accordance with the Trust Plan Document.

EXECUTION BY GOVERNING BODY OF MUNICIPALITY

The foregoing Participation Agreement is hereby adopted and approved on the _____ day of _____, 20____.

GOVERNING BODY

City of Monroe _____

Name of Employer

Signed _____

Printed Name _____

Title _____

Date of Signature _____

MERS APPROVAL

The Participation Agreement is approved by MERS. Contributions shall first be remitted beginning with the month of _____, 20____.

Dated: _____, 20____

By _____

(Authorized MERS signatory)

Title _____

Muni's enrolled in HCSP

Muni Name

Allegan County Road Commission
Allen Park, City of
Alpena County Road Commission
Ann Arbor Transportation Authority
Bay City, City of
Bay Metro Transit Authority
Bellaire, Village of
Berkley, City of
Branch-Hillsdale-St Joes Community Health Agency
Cadillac, City of
Charlotte, City of
Chippewa County
Chippewa County Health Department
Clawson, City of
Clay Township
CMH for Central Michigan
Coldwater Board of Public Utilities
Coldwater, City of
Coloma Charter Township
Delta County
DeWitt, City of
Dickinson-Iron District Health Dept.
District Health Dept. #10
Dowagiac, City of
East China Charter Township
East Lansing, City of
Eastpointe Housing Commission
Eaton County
Emmet County Road Commission
Ferrysburg, City of
Flint Public Library
Fremont, City of
Genesee County CMH
Gladwin City Housing Commission
Gladwin County Road Commission
Gladwin, City of
Grand Haven Board of Light & Power
Grand Haven, City of
Gratiot County Road Commission
Harbor Beach, City of
Hazel Park, City of
Hiawatha Behavioral Health
Hillsdale Board of Public Utilities
Hillsdale, City of
Iosco County Road Commission
Iron River, City of
Isabella County Medical Care Facility
Isabella County Road Commission
Isabella County Transportation Comm
Kalamazoo Public Library
Kent County Road Commission

Muni's enrolled in HCSP

Kingsford Housing Commission
Lapeer County
Madison Heights, City of
Madison Heights-43rd District Court
Marine City, City of
Marshall, City of
Mecosta County
Mecosta County Road Commission
Menominee County Road Commission
MERS
Michigan South Central Power Agency
Midland, City of
MMRMA
Monroe Housing Commission
Montague, City of
Muskegon County
Muskegon, City of
Newaygo County
Newaygo County Mental Health
Northwest Michigan Community Health Agency
Oak Park, City of
Ogemaw County Road Commission
Otsego County
Otsego County Library
Pewamo, Village of
Pittsfield Charter Township
Port Huron, City of
Saginaw, Public Libraries of
Saline, City of
SCCMUA
Schoolcraft County
Sebewaing, Village of
Shiawassee District Library
Southeastern Oakland County Water Auth
Spring Lake District Library
St. Charles, Village of
St. Louis, City of
Superior Charter Township
Superiorland Library Cooperative
Tuscarora Township
Tuscola County
Tuscola County Health Department
West Bloomfield Parks & Recreation
Wexford County Road Commission
Willard Library
Wixom, City of
Woodlands Library Cooperative
Ypsilanti Township



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REPORT BACK ON BIDS RECEIVED FOR PROGRAMMABLE LOGIC CONTROLLER PROCESSORS

DISCUSSION: The Water Department received two (2) bids for six (6) Programmable Logic Controller (PLC) processors which will be used to replace 6 existing PLC units as part of the overall Water Treatment Plant Automation project. The bidder meeting all bid specifications is Dillin Control Systems Corporation for \$16,642.00. Attached is bid tabulation for reference. The proposed 6 PLC processors will be used to replace 6 existing units that are not compatible with the proposed Water Treatment Plant SCADA system ethernet communications. The proposed 6 PLC processors will be utilized in both the Water Treatment Plant treatment processes and the Water Distribution System telemetry system to network SCADA system communications. The low bidder is also the Water Treatment Plant System Integrator such that they have installed, repaired, and upgraded several automated processes at the Water Treatment Plant in the past. We are confident they will perform satisfactorily with this purchase. Adequate funding has been budgeted for the project.

IT IS RECOMMENDED that a purchase order in the amount of \$16,642.00 be awarded to Dillin Control Systems Corporation for the purchase of 6 PLC processors to be used as part of the overall Water Treatment Plant Automation project in accordance with the bid specifications.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: February 20, 2009

REASON FOR DEADLINE: Bid is good for sixty (60) 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

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 200,000.00
	Cost of This Project Approval	\$ 16,642.00
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	Operating Equipment	59140537 977000 08W13	\$ 16,642.00

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** December 23, 2008

REVIEWED BY: _____ **DATE:** _____

COUNCIL MEETING DATE: January 5, 2009

BID TABULATION

BID REQUEST: PROGRAMMABLE LOGIC CONTROLLERS (PLC)

BID DUE DATE: DECEMBER 22, 2008

BID DUE TIME: 3:00 P.M.

DEPARTMENT: WATER

BIDDER		BID AMOUNT
1 DILLIN CONTROL SYSTEMS CORP.	\$	16,642.00
2 MCNAUGHTON-MCKAY ELECTRIC	\$	16,821.66
3		



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: HYDRAULIC LIFT CAPACITY INCREASE CONTRACT – PUBLIC SERVICES DEPARTMENT

DISCUSSION: The Department of Public Services operates the Stores and Equipment section, which is responsible for a wide variety of repairs to and maintenance of City-owned vehicles, and employs two State-certified Teamster mechanics and a full-time Supervisor. Most critically at this time of year, the Stores and Equipment section is responsible for the continual maintenance of salt / plow trucks during Winter operations at the City Maintenance facility at 222 Jones Avenue. The facility has five (5) maintenance bays for service, but only one hydraulically-operated, 24,000 pound capacity lift. This lift is necessary for large-scale repairs to the under-carriage of various equipment, including the City's salt / plow trucks.

This lift was recently repaired, as per a City Council award of December 1, 2008. At the time of repair, the contractor offered a quotation to upgrade the capacity of the lift to 36,000 pounds, which would allow our 6-ton capacity dump trucks to be serviced without unloading them. This should result in substantial savings in time, and should markedly improve operations, particularly during continual Winter operations. Allied, Inc. is located in Ann Arbor, and is believed to be the only entity qualified to perform this type of work within the State of Michigan. They have performed our maintenance for over twenty years and annually handle our OSHA inspections. As with the previous repair work, we have considered this to be a sole-source contract, the proposal has been attached for your reference.

IT IS RECOMMENDED that a contract for the increase in capacity to 36,000 pounds for the Department of Public Services hydraulic lift be awarded to Allied, Inc. in the amount of \$8,995.00, and that the Director of Engineering and Public Services be authorized to issue a purchase order 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: Operating benefits could be realized during this Winter operations cycle if work is undertaken quickly.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$8,995.00
Cost of This Project Approval	\$8,995.00
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

City	Account Number	Amount
Operating Equipment – Stores	641-60.521-977.000	\$8,995.00*
<u>Other Funds</u>		

*Funds should be transferred from 641-60.521-775.000.

Budget Approval: _____

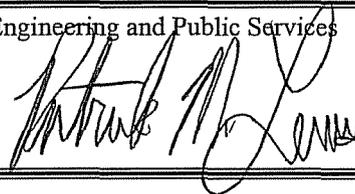
FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services

DATE: 12/26/08

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: January 5, 2009



ALLIED, INC.

ISO 9001-2000 Certified
260 Metty Drive PO Box 988
Ann Arbor, MI. 48106
Toll Free: 800-589-4419
Local: 734-665-4419
Fax: 734-665-0599

December 17, 2008

City of Monroe
Department of Public Works
Motor Pool
222 Jones Avenue
Monroe, MI. 48161

Attention: Ms. Shana Hayter
Stores & Equipment Supervisor

Re: Truck Lift Upgrade

Dear Ms. Hayter,

I am pleased to respond to your invitation to quote, to upgrade the lifting capacity of your Weaver brand truck lift.

To accomplish this task, we shall provide a new 60-gallon capacity electric/hydraulic power unit reservoir containing a submersible style pump/motor assembly (240/3/60). The new electric/hydraulic operated system shall produce the desired 36,000 lbs. lift capacity—replacing your existing 24,000 lbs. capacity air/hydraulic system.

The scope of work shall include; remove existing in-pit hydraulic reservoir tank, remove air and oil control valves, set new power unit at the closest wall location to the lift's off-set floor control box, saw cut the concrete floor from the lift's control box to the new power unit, breakout concrete, remove debris from trench, excavate and set new PVC chaseways in the trench, backfill trench and cap with concrete to grade, run new heavy-duty high-pressure hydraulic hoses in chaseways and connect, install a new oil control valve in the lift's control box, install new hydraulic piping in the control box, and install new control valve cover plate with new handles and identification/capacity tag. Necessary hydraulic oil to replenish the lift system shall be included. A new magnetic motor starter (matched to the power unit) complete with thermal overload protectors, stop/start pushbuttons, 120v control circuit transformer, and running/operating light; shall be included.

Estimate \$ 8,995.00

Notations:

The scope of work listed above shall be the extent of our project. The balance of the lift system and components shall remain undisturbed. Perchance new lift problems or deficiencies are discovered during the project, then these issues shall be addressed with the Owner at that time. Any additional repairs can be performed with the Owner's authorization, and shall be invoiced as an extra based upon time and materials.

Providing additional electrical controls (i.e. fusible disconnect switch with fuses, or other controls required by code), are NOT included. Mounting and wiring of ALL electrical controls, shall be by others. The new power unit requires a dedicated 240/3/60 electrical circuit for proper operation. Consult a licensed electrician before final hook-up. Improper electrical wiring shall void the factory warranty.

Removed lift components shall be hauled off-site by Allied, Inc.

Hydraulic oil purged from the lift (if any) shall be pumped into the Owner's used oil receptacle, for removal and final disposal by others.

All in ground lift installations/excavations/repairs; are based on normal and uncontaminated soil conditions and on the assumption that there are no underground utility lines, containers, pipes, object. conduits, or other obstructions. or any unforeseen conditions. You are responsible for locating and identifying any ground and or water contamination and any such utility lines, containers, pipes, objects or obstructions and for calling them to our attention, and in the event that we inadvertently encounter the same, you will be responsible for, and will indemnify us for, all resulting damages, liability, and expenses. Further, if (a) any underground obstructions or impediments or other unforeseen or abnormal conditions are encountered that would delay excavation or assembly, such as junk fill, rock, rock-like strata, old foundations, frost, contaminants, water pipes, drains, sewer lines or other crotch work, electric lines or conduit, gas, air or oil lines, or other utility lines, or (b) any conditions are encountered that would cause (i) cave-ins, or necessitate the pumping of water or additional forming and/or fill, such as sand or water or water/sand, or (ii) in our judgment require removal and/or disposal of any encountered contaminated soil/water/product or hazardous waste or substance, in order to complete specified installation; then additional charges will be made on a time and material basis. If we deem removal and or disposal of any contaminated or hazardous substance, waste or product to be necessary, you shall be responsible for the removal and/or disposal of the same in a lawful manner at your own expense, if so requested by us. Concrete floor work involving: specially colored/prepared floor coatings, tile, or specialized surface replacement, is not included.

Allied, Inc. is an ISO-9001: 2000 Certified Corporation.

Visit us at: www.alliedequip.com

Certificate of Insurance is available upon request.

Permits, if required, are not included.

Allow approximately 5-10-days delivery, ARO.

Pricing is firm for 30 days.

Terms remain Net 10th prox.

I remain available for any further assistance.

Thank you for this opportunity to serve you again.

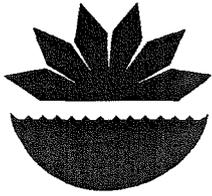
Sincerely,

Ron Hotzel

Accepted by _____

Title _____

Date _____ PO# _____



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: The purchase of extended warranties for fifteen in-car video recorders.

DISCUSSION: The Police Department purchased Watchguard DV-1 in-car video recording units for all patrol cars in 2005. The units originally came with one-year warranties. We were among the first departments to purchase these units, and the manufacturer unilaterally extended the warranty an additional year for departments that purchased the units during the first year. Negotiations were held between the department and Watchguard at the conclusion of the second year, and Watchguard agreed to extend the warranty on MPD units for an additional year for no charge. The third year of warranty expired in December, and Watchguard has offered to extend the warranties on all fifteen units for an additional two years for \$12,875. As a result of further negotiations, Watchguard has also agreed to replace all fifteen DV-1A units with their current DV-1B model if the department agrees to the warranty extensions.

The Police Department recommends the purchase of two years of additional warranty coverage for all fifteen Watchguard video recorders in use for \$12,875.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Police Department

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: n/a

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 12,875.00
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	Amount
General Contract Services		101-50.301-977.000	\$ 12,875.00

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: John Michrina, Chief of Police 

DATE: 12-10-2008

REVIEWED BY: John Michrina, Chief of Police

DATE: 12-10-2008

COUNCIL MEETING DATE:



DIGITAL IN-CAR VIDEO

3001 Summit Avenue • Plano, TX 75074
 (972) 423-9777 Fax: (972) 423-9778
 National Toll-Free 1-800-605-MPEG (6734)
 www.watchguardvideo.com

Rep & Ret Quote

Purchase Order:
 BDR Name:
 Date:

Julie Schmalz
Tuesday, December 02, 2008

Customer Bill To Address	
Monroe Police Attn: Chief John Michrina 100 East Second Street Monroe, MI 48161-2454	
Telephone Number	Fax Number
734-243-7515	

Customer Ship To Address	
Monroe Police Attn: Chief John Michrina 100 East Second Street Monroe, MI 48161-2454	
E-Mail Address	
jmichrina@monroepolice.org	

Quote Presented By	Presenter Contact Info
Julie Schmalz	(972) 608-3101

Estimated Ship Date	Ship Via	Payment Terms
30-45 Days from Order	UPS	Net 30 days

Quantity	Part Number	Description	Unit Price	Extended Price
	DV1-BOH	DV-1, Overhead System 2nd Generation Includes: Overhead Recorder Unit, Combination Front/Cabin Camera, Cabin Microphone, Hardware & Cabling, Uninterruptible Power Supply, Lifetime Software Upgrades, One (1) Year Factory Warranty	\$4,995.00	
	GPS-OPT-AVL	Integrated GPS Technology (at time of purchase)	\$200.00	
	DV1-MRU	DV-1, Modular System Includes: Modular Recorder Unit, Remote Display/Control Panel, Combination Front/Cabin Camera, Cabin Microphone, Hardware & Cabling, Uninterruptible Power Supply, Lifetime Software Upgrades, One (1) Year Factory Warranty	\$5,350.00	
	GPS-OPT-AVL	Integrated GPS Technology (at time of purchase)	\$200.00	

Features Included				
	CAM-CMB-100-NEW	Combination Front / Cabin Camera Unit Includes 264X Zoom Front Camera, Integrated High-Resolution Color Backseat Camera with Infrared Lighting	Included	
	MIC-WRL-KIT-300	Wireless Microphone Kit 2.4 GHz (WatchGuard) Includes: Docking/Charging Station, Belt Pack Transceiver, Mounting Bracket & Leather Holster	Included	
	BRK-MIC-WRL-300	Wireless Microphone Bracket 2.4 GHz (WatchGuard), Overhead Front	Included	
	MIC-CBN-100-07F	Cabin Microphone - 7'	Included	
	PWR-UPS-INT-200	iUPS (Intelligent Uninterruptible Power Supply)	Included	
	DVD-MEDIA-10	10 Pack DVD+RW Evidence Disc Media	Included	
	SFW-DV1-PKG-100	DV-1 Software Package, (Fleet Manager Utility, DVD Manager Utility, Crossover	Included	

Available Options			Price	
			\$	
			\$	
			\$	
	WAR-EXT-PUR-3YR	3 Year Extended Factory Warranty (Months 13 to 36)	\$ 560.00	
	WAR-EXT-PUR-4YR	4 Year Extended Factory Warranty (Months 13 to 48)	\$ 945.00	
	WAR-EXT-PUR-5YR	5 Year Extended Factory Warranty (Months 13 to 60)	\$ 1,430.00	
	WAR-EXT-PST-2nd	2nd Year Extended Factory Warranty (Months 13 to 24)	\$ 250.00	
1	WAR-EXT-PST-3RD	3rd Year Extended Factory Warranty (Months 25 to 36)	\$ 310.00	\$ 310.00
15	WAR-EXT-PST-4TH	4th Year Extended Factory Warranty (Months 37 to 48)	\$ 385.00	\$ 5,775.00
14	WAR-EXT-PST-5TH	5th Year Extended Factory Warranty (Months 49 to 60)	\$ 485.00	\$ 6,790.00
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

This Quote is Valid for 90 Days and for the Listed Quantities Only.

Comments: serial # 110201 3rd year and 4th year warranty, serial #'s
 110024, 110379, 110419, 110530, 110754, 112951, 111015, 111318, 111321, 111326,
 111787, 113853, 113930, 114602 4th and 5th year warranty all warranties
 expire 12/2010

Subtotal	\$12,875.00
Shipping	
Taxes	
Total	\$12,875.00

Thank You for Your Interest In WatchGuard Video Products!



November 21, 2008

Chief John Michrina
Monroe Police Department
100 E. Second Street
Monroe, MI 48161

Chief Michrina,

It was a pleasure speaking with you this afternoon. I hope that all of your questions and concerns were answered to your satisfaction. As you are aware, the factory warranty on your DV1 video units has or will be expiring very shortly.

As a thank you for your continued loyalty as a long time customer, if your department purchases new extended warranties for all of your existing DV1 video units , WatchGuard will replace all of your older DV1A units with our current DV1B second generation video recorders.

We are pleased to have you as a customer, and look forward to your business in the future.

Thank you,

Lee Stoa
Key Accounts Representative
WatchGuard Video
3001 Summit Ave #400
Plano TX 75074
214-208-8787
lstoa@watchguardvideo.com



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM THE UNITED WAY OF MONROE COUNTY FOR PERMISSION TO DISPLAY A BANNER ACROSS MONROE STREET FROM OCTOBER 3 – 31, 2009

DISCUSSION:

The City received a request from the United Way of Monroe County for permission to display a banner. Specifically the request is to display a banner across Monroe Street from October 3 – 31, 2009, announcing their annual campaign.

The request was reviewed by the administration and there were no objections. After Council approval, advance notification will be sent to MDOT.

The staff therefore, recommends that the request be approved.

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./Engineering, 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: 12/29/08

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 1/05/08



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Building Permit Fee for barrier free ramp construction for physically disabled residents

DISCUSSION: At the December 15, 2008 Council meeting, the Council passed a motion that directed the City Manager to require that the Building Department staff bring a Resolution to Council to set a flat fee for handicap ramp construction. The Building Department, through its director Joseph Lehmann, had brought a recommendation and resolution to Council for setting a flat building permit fee of \$123.00 for the construction of handicap ramps, which the Council approved at its meeting on June 16, 2008. The recommendation of the Building Official, in regards to the fee necessary to recoup the costs of site plan review, inspections and administrative costs has not changed since then (see attached 12/30/08 memo).

Since the Building Official is charged with recommending service fees that make his department as “self-funded” as possible, the Building Official will usually recommend permit, inspection and plan review fees that, on average, provide for cost recovery. However, the City Council has the prerogative in some cases to provide for fees that do not provide for full cost recovery, if the Council determines that doing so serves the broader public good and it is permitted by the State Constitution and/or Statutes. I have included a resolution and Schedule E fee schedule that includes a blank space in the fee amount for “Barrier Free Accessible Ramps”. If a motion is made and seconded to adopt the resolution to modify the fee schedule, a specific dollar amount for the “Barrier Free Accessible Ramps” permit fee should be part of the motion. The words “Barrier Free” are used in lieu of “Handicap” because the term “handicap” is less frequently used and acceptable today.

In addition to the attached resolution and fee schedule the Council will consider at its January 5, 2009 meeting, I have also attached the most recent memorandum from Building Official Joseph Lehmann regarding this topic, a copy of Article VIII, Section 8 of the Michigan Constitution regarding services for disabled persons, and a copy of the October 8th, 2008 letter from United Way representative Mike Smith requesting Council reconsideration of the fee.

Since there is not an alternative recommendation for a Barrier Free Accessible Ramp permit fee, different from the one provided in May of 2008, I am not making a specific recommendation for or against setting a lower fee.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: For Against None

REASON AGAINST: N/A

INITIATED BY: City Manager

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Building Department & Barrier Free Ramp Permittees

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City

Account Number

Amount

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

Other Funds

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

Budget Approval: _____

FACT SHEET PREPARED BY: George A. Brown, City Manger

DATE: 12/30/2008

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 1/5/2009

1 **RESOLUTION R09-002**

2
3 WHEREAS, the City of Monroe has adopted Ordinance #06-020, Planning &
4 Zoning Code and Ordinance # 04-0108 Michigan Building codes of the City of Monroe;
5 and

6 WHEREAS, these Ordinances authorize the Building Official to establish fees for
7 permits required under the various codes; and

8 WHEREAS, Mayor and Council adopted Resolution R07-039 which established
9 the fees as follows:

10 Schedule A - Building Permit Fees

11 Schedule B - Mechanical Permit Fees

12 Schedule C - Plumbing Permit Fees

13 Schedule D - Electrical Permit Fees

14 Schedule E - Miscellaneous Building Code and Planning and Zoning Code Fees

15 and;

16 WHEREAS, the Mayor and City Council has determined that Schedule E –
17 Miscellaneous Building Code and Planning and Zoning Code Fees requires amendment
18 to set a new permit fee for the construction of Barrier Free Ramps.

19 NOW THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City
20 of Monroe hereby sets a building permit fee of \$ _____ for residential Barrier Free
21 Ramps and adopts the amended Schedule E – Miscellaneous Building Code and Planning
22 and Zoning Code Fees, attached hereto and made part of this resolution with this fee
23 amount included. All other fee schedules adopted in Resolution R07-039 remain in full
24 forced and effect.

Schedule E

City of Monroe
PERMIT AND INSPECTION FEE SCHEDULE
(for consideration 1-5-2009)

1. Zoning Compliance Permit	\$ 100.00
2. Temporary Use/Sales/Buildings: Seasonal or Special Events.	\$ 150.00 for first week plus \$ 20.00 each week after.
3. Sidewalk Café Permit	\$ 100.00 for first year. \$ 50.00 for each year after.
4. Fence Permits Building Permit Required for Fences over 6 ft.	\$ 75.00
5. Sign Permits	
Sandwich Board	\$ 75.00
Banner	\$ 25.00 wk (maximum 4 weeks)
(All other signs not listed will be charged the same as a building permit.)	
6. Construction Board of Appeals Meeting	\$ 400.00 per appeal
7. Construction Bonds	
New Single Family Home	\$ 500.00
Pools	\$ 250.00
All Others	\$ 500.00
8. Vacant/Unsecured Building Inspection	\$ 200.00
9. Liquor License Inspection	\$ 100.00
10. Residential Barrier Free Accessible Ramps	\$ _____



CITY COUNCIL AGENDA FACT SHEET

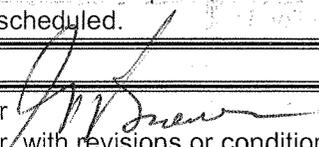
RELATING TO: EMERGENCY PURCHASE OF BOILER HEATING COILS - WASTEWATER DEPARTMENT

DISCUSSION: The Wastewater Treatment Plant (WWTP) Secondary Building and Galleries are serviced with heat via a boiler heating system. The heating system includes a boiler, circulation lines, three (3) heating coils, and other system appurtenances. The system is believed to be over 35 years old such that several repairs have been made in the past to keep the system operational.

Recently, two of the heating coils have failed causing a large demand on the last heating coil and has reduced system redundancy. This has become an emergency situation due to having to keep the building heated during the winter months to avoid equipment and piping from failing/freezing. Wastewater staff have inspected the failed coils such that they are beyond repair. A proposal to purchase new coils has been solicited from and Monroe Plumbing & Heating (MP&H), and their price to supply comparable Trane heating coils is for a price of \$8,440.00. This emergency purchase will allow staff the ability to replace all of the heating coils to maintain heat in the WWTP Secondary Building and Galleries. Due to the uncertainty on how long the last heating coil will continue to operate during the winter months in order to maintain the heating requirements of the facility, the City Manager has granted permission to make a direct emergency purchase for the coils so as to order replacement heating coils. To date no equipment has been delivered. Once the heating coils are received, they will be installed by WWTP staff. MP&H has worked on several WWTP projects in the past and are authorized to supply Trane products. They have performed satisfactorily on past WWTP projects. We have considered this purchase an emergency direct purchase where further delay would vitally affect the public health, safety, or welfare of the facility and employees by not maintaining heat within the WWTP Secondary Building and Galleries. The proposal is attached for your reference.

IT IS RECOMMENDED that the City Council confirm the administrative decision to perform an emergency direct purchase of boiler heating coils and that the purchase be allowed to proceed as scheduled.

CITY MANAGER RECOMMENDATION:

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

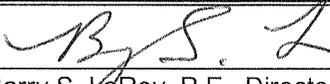
APPROVAL DEADLINE: ASAP

REASON FOR DEADLINE: Replace all boiler heating coils to maintain heat with the WWTP Secondary Building and Galleries.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:


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

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Wastewater Department and Customers, City Employees

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 8,440.00
Cost of This Project Approval	\$ 8,440.00
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

<u>City</u>	<u>Account Number</u>	<u>Amount</u>
Maintenance-Equipment	590-75.527-933.000	\$ 8,440.00

Other Funds

Budget Approval: 

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** January 5, 2009

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: January 5, 2009

Monroe

Plumbing & Heating Co.

506 Cooper Street
P.O. Box 307
Monroe, Michigan 48161
Phone: (734) 241-4277
Fax: (734) 241-3602

Celebrating over 60 Years of Mechanical Customer Service

Quotation

DATE: Monday, January 05, 2009

To: City of Monroe WWTP

Attn: Mr. Barry Laroy

Job Name / Description: Furnish coils (3)

Number of pages sent: 1

Ladies and Gentlemen:

To furnish three (3) Trane coils based on the information from the existing Trane coils per Mr. R. Sommers, we quote the sum total of:

Eight Thousand, Four Hundred and Forty Dollars (\$8,440.00)

The above quote is based upon the following:

1. Working hours Monday thru Friday, 7:30 A.M. to 4:00 P.M., less weekends and holidays
2. Pricing includes freight with delivery to the Monroe WWTP facility. Offloading assistance to be provided by WWTP employees.
3. New coil's specifications are per the attached documents. Please note that they do not match perfectly, and piping modifications will be required by others.
4. Allow 2 - 4 weeks for delivery.

Thank you for the opportunity to quote this work. If you have any questions or concerns, do not hesitate to call me.

Sincerely,

Edward R. Theisen
Vice President

Performance Data - Heating Coils

Tags	HTCL-1
Elevation (ft)	0.00
Leaving dry bulb (F)	114.00
Fouling factor (hr-sq ft-deg F/Btu)	0.00050
Fluid type	Water
Actual airflow (cfm)	6667
Entering dry bulb (F)	45.00
Entering fluid temp (F)	180.00
Total capacity (MBh)	498.87
Standard fluid flow rate (gpm)	49.82
Volume (gal)	3.98
Fluid temp drop (F)	20.00
APD (in H2O)	0.22
Fluid PD (ft H2O)	2.72
Face velocity (ft/min)	556
Leaving fluid temp (F)	160.00
Fluid velocity (ft/sec)	3.44
Actual coil face area (sq ft)	12.00
Installed weight (lb)	156.7
Rigging weight (lb)	123.6
System type	Hot Water
Solution number (Each)	1.00
Reynolds number (Each)	44953.43

Mechanical Specifications - Heating Coils

Item: A1 Qty: 3 Tag(s): HTCL-1

GENERAL

Coil is manufactured by Trane. Coil will be designed with aluminum or copper plate fins and copper/copper alloy tubes. Fins have collars drawn, belled and firmly bonded to the tubes by means of mechanical expansion of the tubes. Coil has airflow arrow and nameplate attached to coil casing. Capacities, pressure drops and selection procedure are certified in accordance with ARI Standard 410.

TYPE "5W" 2 ROW HOT WATER COIL

A single-row serpentine coil, with 5/8" [16mm] OD tubes. Coil has a supply header to ensure distribution of hot water to each tube of coil. Coil is proof tested at a minimum of 300 psig [2068kPa] and leak tested to 200 psig [1379kPa], air pressure under water. Working pressure is maximum 200 psig [1379kPa] at 220F [104C].

COIL CASING

Coil casing is manufactured with galvanized steel.

COIL PLATE FIN TYPE

Aluminum plate fin is Trane PRIMA FLO E (Energy Efficient) fin design.

COIL SUPPLY CONNECTION

Coil supply connection is on right side of coil with horizontal airflow (facing airflow).

Unit Dimensions - Heating Coils

Item: A1 Qty: 3 Tag(s): HTCL-1

2 ROW 5W
RIGHT HAND

