
RULE OF THE CHAMBER

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

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

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

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

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

The City of Monroe will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting/hearing upon one week's notice to the City Clerk/Treasurer. Individuals with disabilities requiring auxiliary aids or services should contact the City of Monroe by writing or calling: City of Monroe, City Clerk/Treasurer, 120 E. First St., Monroe, MI 48161, (734) 384-9136. The City of Monroe website address is www.monroemi.gov.

**AGENDA - CITY COUNCIL REGULAR MEETING
MONDAY, MAY 17, 2010**

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. PRESENTATION.

Length of Service Award – Ralph Woodbury – 25 Years – Fire Department.

V. PROCLAMATIONS.

96 American Cancer Society Relay for Life Day – June 5, 2010.

VI. PUBLIC HEARINGS.

91 Public hearing to hear public comments on the Annual Action Plan for FY 2010-2011 of its Community Development Block Grant (CDBG) funding. There are no comments on file in writing in the Clerk-Treasurer's Office.

105 Public hearing to hear public comments in accordance with Chapter 295, Article II of the Code of the City of Monroe to determine whether 403 Smith Street shall be determined a Public Nuisance and ordered Padlocked for a period of up to one year. There are no comments on file in writing in the Clerk-Treasurer's Office.

VII. COUNCIL ACTION.

91 FY 2010 Community Development Block Grant Annual action Plan.

1. Communication from the Interim Director of Planning & Recreation, submitting the Community Development Block Grant Annual Action Plan for Fiscal Year 2010 as required by the Department of Housing and Urban Development (HUD), and recommending that the Annual Action Plan for fiscal year 2010 be approved as presented and staff be authorized to submit the plan to HUD for approval.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

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

- A. Approval of the Minutes of the Work Session held on Monday, May 3, 2010 and the Minutes of the Regular Meeting held on Monday, May 3, 2010.
 - B. Approval of payments to vendors in the amount of \$_____.
Action: Bills be allowed and warrants drawn on the various accounts for their payment.
- 97 City Policies and Procedures – Michigan Occupational Safety and Health Act (MIOSHA).
- 1. Communication from the Director of Human Resources, submitting the following policies to establish procedures for implementation and ensuring compliance with the Michigan Occupational Safety and Health Act (MIOSHA), and recommending that Council approve Policy Number 017, Michigan Occupational Safety and Health Act Compliance and Policy Number 018, Michigan Occupational Safety and Health Administration Inspection Procedures and direct City administration to proceed with the dissemination of said policy.
 - 2. Supporting documents.
 - 3. Action: Accept, place on file and the recommendation be carried out.
- 98 Monroe County Community College Archaeological Research on City Park Land.
- 1. Communication from the City Manager's Office submitting a request from Kenneth Mohny, Ph. D., Associate Professor of Anthropology at Monroe County Community College to perform archaeological research on city park land, and recommending that Council approve this request contingent upon items being met as outlined by the administration, subject to review and recommendations including provisions for site supervision, security and written agreement regarding City of Monroe ownership of artifacts, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.
 - 2. Supporting documents.
 - 3. Action: Accept, place on file and the recommendation be carried out.
- 99 Woodville Avenue Water Main Bid.
- 1. Communication from the Director of Engineering & Public Services, reporting back on bids received for the Woodville Avenue Water Main Replacement project, and recommending that Council award the above contract to Salenbien Trucking and Excavating, Inc., in the amount of \$228,031.20 and that a total of \$262,000 be encumbered to include a 15% project contingency, and further recommending that the Mayor and Clerk-Treasurer be authorized to sign the contracts on behalf of the City of Monroe.
 - 2. Supporting documents.
 - 3. Action: Accept, place on file and the recommendation be carried out.
- 100 Arthur Lesow Community Center (ALCC) Mechanical System Upgrades – Design Award.
- 1. Communication from the Director of Engineering & Public Services, submitting a proposal from Jacobs Architects for the design of the ALCC Mechanical System Upgrades, and recommending that Council award a contract for the design of the mechanical system replacement at the Arthur Lesow Community Center to James S. Jacobs Architects, PLLC for a "Not to Exceed" amount of \$45,225, as per the attached proposal, subject to approval of any

- relevant agreements by City staff, and further recommending that the Director of Engineering & Public Services be authorized to sign any relevant agreements on behalf of the City of Monroe.
2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 101 River Raisin Battlefield Visitors Center to Host the 2010 River Raisin International Muster.
1. Communication from the City Manager's Office, submitting a request from the River Raisin Battlefield Visitor Center for permission to host the 2010 River Raisin International Muster on June 11 & 12, 2010, and recommending that Council approve this request contingent upon items being met as outlined by the administration, subject to potential budget and policy changes regarding staff availability and cost recovery, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 102 Water Department – Large Water Meter Purchase.
1. Communication from the Director of Water & Wastewater Utilities, submitting a request to purchase two (2) large water meters (6 inch x 2 inch meter and 6 inch compound meter), and recommending that a purchase order be issued for \$14,557.00 for providing the Water Department Neptune water meters from RIO Supply Michigan Meter, Inc.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 103 Carrington Pump Station Electrical Service Rehabilitation Bid.
1. Communication from the Director of Engineering & Public Services, reporting back on bids received for the Rehabilitation of the Carrington Pump Station Electrical Service, and recommending that Council award a purchase order for Rehabilitation of the Carrington Pump Station Electrical Service as part of the Carrington Pump Station Rehabilitation project in accordance with the bid plans and specifications to Staelgrave-Turner Electric, Inc in the amount of \$40,460.00.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 104 Parking Ticket Penalty Moratorium Program – Resolution.
1. Communication from the City Attorney, submitting a proposed resolution to establish a moratorium on parking fine penalties for the month of June, 2010, and recommending that the attached resolution be adopted.
 2. Supporting documents.
 3. Action: Accept, place on file and the resolution be adopted.
- 105 403 Smith Street – Determine a Public Nuisance.
1. Communication from the City Attorney, submitting a proposed resolution in accordance with Chapter 295, Article II of the Code of the City of Monroe to declare 403 Smith Street as a Public Nuisance and authorize the Department of Public Services to prohibit the occupancy of the property by either padlocking a portion of the property or boarding up of the property,

whichever is appropriate, for a period of up to one year, and recommending that upon completion of the public hearing, the proposed resolution be adopted.

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

106 Land Division 111 Borchert Park, Parcel #49-01527-002.

1. Communication from the Interim Director of Planning & Recreation, submitting a request from the Port of Monroe for a land division of Parcel #49-12527-001, 111 Borchert Park, and recommending that Council approve the land division request.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

107 Vacating 1889 Water Main Easement – Resolution.

1. Communication from the Interim Director of Planning & Recreation, submitting a request from the Port of Monroe Attorney, on behalf of the National Park Service asking that a certain water main easement traversing that portion of the battlefield lying east of the Grand Trunk Railroad, north of E. Elm Avenue, south of Mason Run, and west of PC 81 be vacated, and recommending approval of the request; adoption of the attached resolution, authorization for the Mayor and Clerk-Treasurer to sign any additional documents that may be necessary to effectuate the vacation; and recordation of said resolution at the Monroe County Register of Deeds Office.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

IX. MAYOR'S COMMENTS.

X. CITY MANAGER COMMUNICATION.

XI. COUNCIL COMMENTS.

XII. CITIZEN COMMENTS

XIII. CLOSED SESSION TO DISCUSS COLLECTIVE BARGAINING.

XIV. ADJOURNMENT.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: FY 2010 Community Development Block Grant Annual Action Plan

DISCUSSION:

The City of Monroe has been informed by the Department of Housing and Urban Development (HUD) that its expected award in Community Development Block Grant (CDBG) funds for the upcoming fiscal year is \$579,414. In addition, the city will be re-programming approximately \$207,086 in unused funds from the previous fiscal year (July 1, 2009 – June 30, 2010).

As is required by HUD, the City of Monroe has prepared an Annual Action Plan detailing how the City proposes to spend the funds described above. Each chosen activity complies with federal regulations established by HUD and follows the strategies and goals set forth in the Five Year (2010-2014) Consolidated Plan that has been previously approved. To meet with HUD requirements, this is the second public hearing regarding this issue with the first having been held on May 3, 2010.

The activities proposed and funding allocations are as follows:

Sidewalk improvements – Bring sidewalks into compliance with ADA standards	\$60,000
Arthur Lesow Community Center – Continue improvements in this valuable public facility	\$262,500
Almyra Avenue Street Resurfacing – Resurface this road after replacing the sanitary sewer	\$30,000
FIX Program – Rehabilitate homes for income eligible residents	\$250,000
Lead-based Paint Remediation – Cooperate with the State and the Monroe County Health Department in the remediation of lead hazards in homes with young children who have been tested to show elevated levels of lead in their blood	\$25,000
Paula’s House Improvements – Make a second round of repairs to this facility providing shelter for women	\$10,000
Paula’s House Services – Assist this facility with the program costs of a transition shelter for women	\$10,000
Foreclosure Prevention Counseling – Assist income eligible families in avoiding foreclosure on their homes	\$10,000
Fair Housing Testing – Contract with a regional Fair Housing Center to provide complaint-based testing	\$15,000
Code Enforcement – Increase efforts to eliminate blight in the city’s low- and moderate-income neighborhoods	\$50,000
Planning and Administration – Fund staff required to carry out the activities described in this plan	\$64,000
Total CDBG Funds	\$786,500

IT IS RECOMMENDED that the Annual Action Plan for fiscal year 2010 be approved as presented and staff be authorized to submit the plan to HUD for approval.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: May 17, 2010

REASON FOR DEADLINE: Plan must be approved no more than 60 days before start of fiscal year

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Planning and Engineering

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Dept. of Planning and Recreation, Building Department, City Council, Citizens Planning Commission, Low/moderate Income residents as well as citizens of Monroe as a whole, Arthur Lesow Community Center

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 786,500
	Cost of This Project Approval	\$ 786,500
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ *

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

SOURCE OF FUNDS:	City	Account Number	Amount
			\$ N/A
	<u>Other Funds</u>	Community Development Block Grant	\$ 786,500

Budget Approval: _____

FACT SHEET PREPARED BY: Matt Wallace, City Planner

DATE: May 11, 2010

REVIEWED BY: Jeffrey Green, AICP, Interim Director of Planning and Recreation

DATE: May 11, 2010

COUNCIL MEETING DATE: May 17, 2010



PROCLAMATION

WHEREAS, on June 5 & 6, 2010, the American Cancer Society will host the Annual Relay for Life at the Monroe County Fairgrounds; and

WHEREAS, the Relay for Life is a 24-hour community celebration gathering family, friends, co-workers and neighbors to honor and remember those who have battled cancer, and it is a unique, challenging and fun way to raise awareness and increase funds to fight cancer; and

WHEREAS, the money raised during the Relay for Life goes toward helping cancer patients and their families, providing educational and early detection programs and supporting the American Cancer Society's research programs; and

WHEREAS, the Relay for Life is a "celebration of survivorship"; and

WHEREAS, it is an honor and privilege that the Mayor and City council have been given this opportunity to commend all of the American Cancer Society volunteers and everyone who will participate in the 2010 "Relay for Life".

NOW, THEREFORE, Robert E. Clark, Mayor of the City of Monroe, with the full support of City Council, do hereby proclaim June 5, 2010, as

"AMERICAN CANCER SOCIETY RELAY FOR LIFE DAY"

in Monroe, and we take this opportunity to extend our appreciation to the American Cancer Society and their volunteers for their compassion and we encourage the support and participation of friends, neighbors, colleagues, and fellow citizens in associated cancer programs now and throughout the year.

IN WITNESS WHEREOF, We have hereunto set our hands and caused the Seal of the City of Monroe to be affixed this 17th day of May 2010.

Council Members:	_____
	Robert E. Clark, Mayor
_____	_____
Jeffery A. Hensley, Precinct 1	Edward F. Paisley, Precinct 2
_____	_____
Christopher M. Bica, Precinct 3	Jeremy J. Molenda, Precinct 4
_____	_____
Mary V. Conner, Precinct 5	Brian P. Beneteau, Precinct 6



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: CITY POLICIES AND PROCEDURES

DISCUSSION: The purpose of the following policies is to establish procedures for implementation and ensuring compliance with the Michigan Occupational Safety and Health Act (MIOSHA) for all employees of the City of Monroe.

After review and input from the City's Safety Committee and the Appointed staff, I am recommending that the Mayor and City Council approve the following policies and direct City administration to proceed with implementation of policy:

1. Policy #017 - Michigan Occupational Safety and Health Act Compliance.
2. Policy #018 - Michigan Occupational Safety and Health Administration Inspection Procedures.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: May 17, 2010

REASON FOR DEADLINE:

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Peggy A. Howard, Human Resources Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: ALL EMPLOYEES OF THE CITY OF MONROE

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
	<u>Other Funds</u>		\$ N/A
			\$ N/A
			\$ N/A
			\$ N/A

Budget Approval: _____

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

DATE: 5/5/10

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 5/17/10

Section Name: Employee Relations Effective Date: May 17, 2010
Section Number: 400 Date of Revision:
Policy Number: 017
Page: 1 of 4

Subject: Michigan Occupational Safety and Health Act Compliance

1. Purpose. The purpose of this policy is to establish the responsibility and guidelines for implementation and to ensure continued compliance with the Michigan Occupational Safety and Health Act.

2. Statement of Policy.

2.1 Hazard Determination

- a) The City shall rely on Material Safety Data Sheets from manufacturers and/or suppliers to meet hazard determination requirements.

2.2 Labeling

- a) The Department Head shall be responsible for seeing that all containers coming into their department are properly labeled.
- b) All in-coming labels shall be checked for identity, hazard warning, name and address of responsible party.
- c) Each Department Head shall be responsible for seeing that all portable containers used in the work area are labeled with identity and hazard warning.
- d) Where applicable, piping systems shall be properly labeled in each department.

2.3 Material Safety Data Sheets (MSDS)

- a) Each Department Head shall maintain an inventory list of hazardous materials used in that department.
- b) The Department Head shall be responsible for obtaining a Material Safety Data Sheet for each hazardous material used in the work place.
- c) The Department Head through the Building Official shall make requests for MSDSs on all first-time purchase orders of hazardous materials. A file of follow-up letters and documented phone conversations shall be maintained for all shipments or purchases received without an MSDS.
- d) A master file of MSDSs shall be maintained in the Building Department, with a copy to the Human Resources Department and in each City facility. Each Department Head shall forward to the Building Department and Human Resources, copies of MSDSs for all hazardous materials to be included in the master file.

- e) Copies of MSDSs for all hazardous materials to which employees may be exposed shall be kept in a binder or on file in each department. MSDSs shall be available for review to all employees during each work shift. Copies shall be available upon request to all supervisors.
- f) The Human Resources Director shall provide Department Heads with the required MIOSHA Right to Know poster of general information.
- g) The Human Resources Department shall provide Department Heads with MIOSHA Right to Know postings for new or revised MSDSs within five (5) days of receipt. Department Heads shall post notice of new or revised MSDSs as required by MIOSHA.
- h) For contractors and subcontractors conducting work for the City or storing hazardous materials on City property, the Building Official shall require MSDSs from the contractor prior to authorizing the work.

2.4 Employee Information and Training

- a) The Human Resources Director and Safety Committee shall provide overall coordination and direction for training for the City. The Human Resources Director shall maintain a record of general training conducted by the City.
- b) Each Department Head shall be responsible for training of his/her employees.
- c) Each new employee shall attend general safety training and receive information on:
 - 1. MIOSHA and the hazard communication standard.
 - 2. MSDSs and how to interpret them.
 - 3. Hazard recognition.
- d) Each new employee shall attend a departmental safety orientation which will address:
 - 1. Hazardous materials in the department work place.
 - 2. How to lessen or prevent exposure to these hazardous materials and the proper use of protective equipment.
 - 3. What the department has done to lessen or prevent exposure to these materials.
 - 4. Departmental procedures to follow if exposed to these materials.
 - 5. Location of MSDSs for hazardous materials used in the department.

Attendance is mandatory for all departmental employees.

- e) After receiving safety training, each employee shall sign a form stating that training was received.

- f) Before any new hazardous material is introduced into a work area, each employee in that area shall be given information in the same manner as during the training session. The Department Head is responsible for providing this information.
- g) The location of the departmental written hazard communication program shall be posted in each department.

2.5 Hazardous Non-Routine Tasks

- a) No employee will begin a non-routine task involving hazardous materials without first receiving safety training from a supervisor.
- b) Employees will not be permitted to enter or pass through areas where hazardous materials are used for which they have not received training.
- c) Maintenance or other operations that require the use of hazardous materials will not be conducted in areas during such time that untrained employees would be exposed by the actual operation or by a foreseeable emergency.

2.6 Equipment

- a) The Department Head shall issue protective equipment as may be required by MIOSHA regulations. Each employee shall also receive training on the proper use of such equipment.
- b) If chemical, atmospheric or other tests or measurements are required by MIOSHA regulations to determine potential or actual exposure, the Department Head shall insure that such tests are conducted.

2.7 Informing Contractors

- a) It is the responsibility of the Department Head to provide contractors with the following information:
 - 1. Hazardous materials to which they may be exposed while on the job site.
 - 2. Measures the contractor may take to lessen the risks.
 - 3. Steps the City has taken to lessen the risks.
 - 4. MSDSs for all hazardous materials are on file in the Building Department.
- b) Contractors shall provide Department Heads with the information indicated in a) above for any hazardous material the contractor will use.
- c) All City contracts shall require that the contractor comply with the Michigan Occupational Safety and Health Act and this policy.

2.8 Written Hazard Communication Program

a) Each Department Head shall be responsible for developing a written hazard communication program for his/her department. The program shall include:

1. Person(s) responsible for labels on containers.
2. Description of labeling system(s) and alternatives for portable containers.
3. Description of warning system for pipe and piping containing hazardous materials.
4. Person(s) responsible for obtaining/maintaining MSDSs.
5. How MSDSs are to be maintained.
6. How employees can obtain access to MSDSs (poster).
7. Procedures when MSDS not received at time of first shipment.
8. Procedures for posting notice of existence of updated data sheets (poster).
9. Description of alternatives to actual data sheets in work place.
10. Person(s) responsible for conducting training.
11. Format of program.
12. Elements of training program.
13. Procedures for training new employees.
14. Procedures for training about new hazards.
15. Lists of Hazardous Materials.
16. Methods to inform employees about hazards of non-routine tasks.
17. Methods to inform contractors about hazards.

3. Definitions. None.

4. Application. This policy applies to all employees and officials of the City of Monroe.

5. Responsibility. The Human Resources Director and the Building Official shall have the responsibility for overseeing and implementing this policy.

6. Administrative Procedure. None.

7. Legislative History of Authority for Creation or Revision.

Adopted pursuant to action of the Monroe City Council dated May 17, 2010.

Revised pursuant to action of the Monroe City Council, dated

_____.

Section Name: Employee Relations Effective Date: May 17, 2010
Section Number: 400 Date of Revision:
Policy Number: 018
Page: 1 of 3

Subject: Michigan Occupational Safety and Health Administration
(MIOSHA) Inspection Procedure

1. Purpose. The purpose of the City's MIOSHA inspection procedure is to inform appropriate personnel of the actions they must take to assure the City's rights.

2. Statement of Policy.

When a MIOSHA (state) or OSHA (federal) inspector arrives, the employee greeting the inspector should be courteous. The employee should also:

2.1 Tell the inspector to have a seat in the reception area. Do not let the inspector leave the reception area until appropriate personnel arrive.

2.2. Notify the Department Head and the Human Resources Director immediately.

2.3. Inform the inspector that someone will be with him or her shortly.

Once one of the City representatives arrives, he or she should:

2.4. Ask the inspector for his or her credentials and document the inspector's name, office address and phone number.

2.5. Ask the inspector the reason for the inspection and document it.

2.6. Help the inspector to get necessary information after determining the reason for the visit. If the inspector requests copies of programs, procedures, etc., the representative should provide them to him or her for viewing. Do not duplicate any records or allow the inspector to take records with him or her.

2.7. Accompany the inspector throughout the visit. Never allow the inspector to inspect the premises alone.

2.8. Document any pictures the inspector takes, any conversations he or she holds with employees or any violations the inspector discovers.

2.9. If the inspector finds a violation, never admit guilt or knowledge of the condition. Remember, the inspector is not there to help with internal safety efforts but to issue fines for violations.

After completing the inspection, the inspector will hold a closing conference. The City representative should:

- 2.91. Take notes on all findings. The documentation may help for future litigation.
- 2.92. Document all violations of regulations and exactly what would constitute abatement. With the inspector establish a reasonable time within which to abate the situation.
- 2.93. Write a summary of the visit after the inspector leaves. The report should contain the inspector's name, the address and phone number of the servicing office, the reason for the inspection. It should also briefly discuss records the inspector reviewed, the operations he or she observed, and the employees with whom he or she consulted.

The report should list citations, if any, that the inspector issued, indicate the duration of the visit, and provide any other pertinent information.

The City will receive an official report from MIOSHA (OSHA) within 4-5 weeks of the inspection.

- (a) Stamp it with the date it was received.
- (b) Copy all reports and appropriate data collected and submit to the Department Head, the Human Resources Director and Legal Counsel.
- (c) Review the inspection report thoroughly to determine an appropriate course of action.
- (d) Inform all essential personnel of the actions the City will take.

- 2. Definitions. None.
- 3. Application. This policy applies to all employees and officials of the City of Monroe.
- 4. Responsibility. The Human Resources Director shall have the responsibility for overseeing and implementing this policy.
- 5. Administrative Procedure. None.
- 6. Legislative History of Authority for Creation or Revision.

Adopted pursuant to action of the Monroe City Council
dated May 17, 2010.

Revised pursuant to action of the Monroe City Council, dated
_____.



CITY COUNCIL AGENDA FACT SHEET

**RELATING TO: REQUEST FROM THE MONROE COUNTY COMMUNITY COLLEGE TO PERFORM
ARCHAEOLOGICAL RESEARCH ON CITY PARK LAND**

DISCUSSION: The City received a request from Kenneth Mohny Ph.D., Associate Professor of Anthropology at Monroe County Community College to perform archaeological research on city park land. Specifically the request is to conduct a class in archaeological fieldwork techniques on portions of two parcels of park land at Hellenberg Field and Munson Park. The class would be held from May 19 to June 26, 2010 from 8:00 a.m. to 1:00 p.m.

The request was reviewed by the administrative staff and there were no objections to the request subject to: notification of exact area is given, as well as date and time of proposed field research, and certificates of insurance naming the city as an additional insured to be provided by both the College and the River Raisin Chapter of the Michigan Archaeological Society.

Areas that should be avoided for field research include: ball fields, shelters, playscape, walking paths, parking areas, and the garden plot area at Munson Park.

Therefore, it is recommended, that City Council approve this request contingent upon items being met as outlined by the administration, subject to review and recommendations including provisions for site supervision, security and written agreement regarding city of Monroe ownership of artifacts, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION:

For

Against

REASON AGAINST:

INITIATED BY: City Manager's Office

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

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City

Account Number

Amount

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

Other Funds

\$
\$
\$
\$

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office

DATE: 5/12/10

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 5/17/10



3 May 2010

Mayor Robert E. Clark

City Council:

Mr. Jeffery A. Hensley

Mr. Ed Paisley

Mr. Christopher M. Bica

Mr. Jeremy J. Molenda

Ms. Mary V. Conner

Mr. Brian P. Beneteau

City of Monroe

Monroe Michigan 48161-2169

Subject: Request for permission from the City of Monroe to perform archaeological research on park land owned by the city by Monroe County Community College

From May 19 to June 26 2010, on Wednesday's and Friday's from 8 AM to 1 PM, Monroe County Community College will conduct a class in archaeological fieldwork techniques. This course is designed to be "hands-on" and will include a significant amount of actual excavation. As part of this course, we would like to request permission from the City of Monroe to conduct research on portions of two parcels of park land owned by the city.

The first area is located in Hellenberg Park, the second in Munson Park. Hellenberg Park was suggested during a meeting with Jeff Green of the Department of Parks and Recreation. Due to the proximity of this riverside park to the River Raisin Battlefield, it may contain artifacts relating to the battle; at the same time, this area might be an ideal locale for finding artifacts of Native American origin. We would like to test most areas of the park that are grass covered, except for certain heavy use areas like the baseball field.

The second proposed location is in Munson Park. Members of the River Raisin Chapter of the Michigan Archaeological Society have collected Native American artifacts from farmland adjacent to the park and believe that the site from which these artifacts originated may continue into park land. While the exact location that we would like to examine is yet to be determined it likely that the area would be very limited in extent.

In all cases, exact location and extent of fieldwork would be discussed in advance with either Jeff Green of the Department of Parks and Recreation, or other representatives of the city to ensure that environmentally sensitive area or other areas of potential concern might be avoided.

Main Campus ■ 1555 South Raisinville Road ■ Monroe, MI 48161-9746 ■ 1-734-242-7300

Whitman Center ■ 7777 Lewis Avenue ■ Temperance, MI 48182 ■ 1-734-847-0559

www.monroeccc.edu

Regarding fieldwork in either park our plan is to conduct the work in several stages. First, students would use a slim device called a bucket auger, a hand-manipulated tool with a two inch diameter head used for taking soil samples, to preview soil conditions in the area, for instance, to see if significant deposits of fill have been placed on top of natural soils. Second, students would use standard gardening shovels to excavate a line of shovel test pits (STP's) at 15-meter (49 foot) intervals, screening the soil through ¼ inch hardware cloth to find any small artifacts. The holes themselves are approximately 50- centimeters (20 inches) in diameter. All soil will be screened onto tarps and all holes will be carefully filled in after excavation. The goal of the STP excavation is to find out if any significant archaeological deposits exist in the park. Finally, if significant deposits are located, 1x1-meter (40 inch) square excavation units may be placed in the location where artifacts were encountered to better sample the deposits. As in the case of STP excavation, all soil will be screen onto tarps and carefully placed back into the holes upon completion of the excavation.

All artifacts would be temporarily housed at Monroe County Community College for further study and analysis. As any artifacts found during the survey are owned by the city, we will discuss the location where these will stored for long-tem curation.

At the end of fieldwork, in early July, a brief letter will be sent to the City of Monroe that describes preliminary findings. By the end of 2010, a longer letter report will be submitted to the City that gives a more detailed account of the location and extent of the excavations, analysis of the artifacts, and any recommendations for future management of resources encountered.

All students participating in the class are covered under the Monroe County Community College's comprehensive general liability insurance policy. If the City of Monroe would like a copy of our certificate of coverage we would be happy to provide one. At the same time, several members of the River Raisin Chapter of the Michigan Archaeological Society who are allowing us to use some of their field equipment may also be occasionally on-site. Any person who works at the site who is not taking the fieldwork class will be required to sign a waiver of liability that the city will provide.

The City of Monroe's park system contains many items of natural and cultural significance. Monroe County Community College hopes to obtain the City of Monroe's permission to undertake this project and that believes that the project will lead to significant advancements in understanding the history and prehistory of our region.

If I may answer any question at all or if you would like to schedule additional meetings please do not hesitate to contact me (734-242-4232, kmohney@monroecc.edu). I look forward to the potential of working with the city in the future.

Sincerely,
Kenneth W. Mohney Ph.D.

Kenneth W. Mohney Ph.D.
Associate Professor of Anthropology
Monroe County Community College
1555 S. Raisinville Road
Monroe Mi 48161

RECEIVED

MAY 23 2010

MAYOR'S OFFICE



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: WOODVILLE AVENUE WATER MAIN REPLACEMENT – REPORT ON BIDS RECEIVED

DISCUSSION: The Engineering Department opened bids for the above project on Monday, May 10, 2010. There were eight (8) bidders, and a bid tabulation is attached for your review. This project consists of the replacement of approximately 2,100 feet of existing water main within the right-of-way of Woodville Avenue, along with a new interconnection to West Seventh Street through a new easement. Funding for this project is to be appropriated from the bond proceeds through the City's Recovery Zone Bond allocation, which should be available soon. The project has a completion date of July 31, 2010, as the Engineering Department intends to replace all curb and gutters and resurface the roadway later this year.

The low bidder for the work is Blade Action of Clinton Township, Michigan. Their low bid of \$207,031.40 is 25.6% under the Engineer's Estimate of \$278,289.90. Unfortunately, after contacting the company, they indicated that they had failed to notice the Labor Harmony Standards that were included as a part of the bid documents, and would be unable to meet their terms. A letter requesting withdrawal of their bid without penalty due to this oversight is attached with this fact sheet, along with the accompanying email cover sheet. As this oversight is believed to be an honest mistake from a bidder unfamiliar with our standard bidding procedures, we are recommending that their request be granted.

The second low bidder for the work is Salenbien Trucking and Excavating, Inc. of Dundee, with a bid amount of \$228,031.20, which is still 18% below the Engineer's Estimate. They are currently under a \$713,810.50 contract with the City of Monroe for water main replacement under the Drinking Water Revolving Fund (DWRF) projects, and they are nearing completion on that project well ahead of their June 30, 2010 completion date. They currently meet the City's Labor Harmony requirements, though of course we will require re-certification as a part of this project. They are most certainly qualified to perform this work, and it is anticipated that they would be able to commence work activities relatively quickly. Immediately following completion of the water main replacement (the contractual completion date is July 31), the Engineering Department will be replacing all curbs and resurfacing the roadway as funded through the 2010-11 Capital Improvements Program.

IT IS RECOMMENDED that the City Council award the above contract to Salenbien Trucking and Excavating, Inc. in the amount of \$228,031.20, and that a total of \$262,000 be encumbered to include a 15% project contingency. **IT IS FURTHER RECOMMENDED** that the Mayor and Clerk-Treasurer be authorized to sign the contracts on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

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

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$262,000*
Cost of This Project Approval	\$262,000*
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

*Includes 15% contingency

SOURCE OF FUNDS:

<u>City</u>	<u>Account Number</u>	<u>Amount</u>
Water System Impr. – Year 3	591-40.538-972.000 11W01	\$262,000*

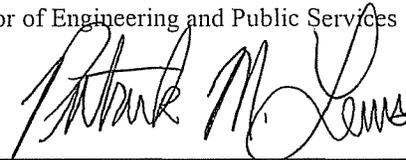
*Includes 15% contingency

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 05/13/10

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: May 17, 2010

WOODVILLE AVENUE WATER MAIN - BID TABULATION - BIDS DUE MAY 10, 2010				ENGINEER'S ESTIMATE		1 - BLADE ACTION		2 - SALENBIEN TRUCKING & EXCAVATING	
ITEM NO.	DESCRIPTION	NO. OF UNITS	UNITS	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	R&D EXST'G. PAVEMENT	358.2	SYD	\$ 12.00	\$ 4,298.40	\$ 9.50	\$ 3,402.90	\$ 8.00	\$ 2,865.60
2	R&D SPOT CURB & GUTTER	122.0	LFT	\$ 11.00	\$ 1,342.00	\$ 1.20	\$ 146.40	\$ 4.00	\$ 488.00
3	R&D SIDEWALK	7680.0	SFT	\$ 1.00	\$ 7,680.00	\$ 0.70	\$ 5,376.00	\$ 1.00	\$ 7,680.00
4	R&S EXT'G. HYD.	4.0	EA	\$ 500.00	\$ 2,000.00	\$ 120.00	\$ 480.00	\$ 250.00	\$ 1,000.00
5	R&S EXT'G. VALVE BOX	1.0	EA	\$ 100.00	\$ 100.00	\$ 90.00	\$ 90.00	\$ 150.00	\$ 150.00
6	R&D ROCK	10.0	CYD	\$ 100.00	\$ 1,000.00	\$ 20.00	\$ 200.00	\$ 100.00	\$ 1,000.00
7	F&I 6" D.I. CL 52 POLYWRAPPED WATER MAIN	1.5	LFT	\$ 60.00	\$ 90.00	\$ 43.00	\$ 64.50	\$ 60.00	\$ 90.00
8	F&I 6" 45 D.I. BEND AND THRUST BLOCK	1.0	EA	\$ 400.00	\$ 400.00	\$ 155.00	\$ 155.00	\$ 280.00	\$ 280.00
9	F&I 8"X6" D.I. REDUCER	1.0	EA	\$ 400.00	\$ 400.00	\$ 155.00	\$ 155.00	\$ 280.00	\$ 280.00
10	F&I 8" D.I. CL 52 POLYWRAPPED WATER MAIN	284.6	LFT	\$ 60.00	\$ 17,076.00	\$ 48.00	\$ 13,660.80	\$ 48.00	\$ 13,660.80
11	F&I 8" 22 1/2 D.I. BEND & THRUST BLOCK	1.0	EA	\$ 400.00	\$ 400.00	\$ 220.00	\$ 220.00	\$ 280.00	\$ 280.00
12	F&I 8" 45 D.I. BEND AND THRUST BLOCK	3.0	EA	\$ 400.00	\$ 1,200.00	\$ 220.00	\$ 660.00	\$ 280.00	\$ 840.00
13	F&I 8" GATE VALVE & BOX	2.0	EA	\$ 2,000.00	\$ 4,000.00	\$ 2,550.00	\$ 5,100.00	\$ 1,100.00	\$ 2,200.00
14	F&I 8" D.I. CL 52 POLYWRAPPED WATER MAIN IN 20" DIA. STEEL CASING JACKED & BORED	55.0	LFT	\$ 400.00	\$ 22,000.00	\$ 197.00	\$ 10,835.00	\$ 200.00	\$ 11,000.00
15	F&I 8" C-900 PVC WATER MAIN	1822.1	LFT	\$ 55.00	\$ 100,215.50	\$ 52.00	\$ 94,749.20	\$ 38.00	\$ 69,239.80
16	F&I 12"X12"X8" S.S. TAPPING SLEEVE & VALVE	1.0	EA	\$ 7,000.00	\$ 7,000.00	\$ 3,125.00	\$ 3,125.00	\$ 4,500.00	\$ 4,500.00
17	F&I STANDARD SETTING HYD BRANCH COMPLETE	7.0	EA	\$ 3,200.00	\$ 22,400.00	\$ 2,300.00	\$ 16,100.00	\$ 2,600.00	\$ 18,200.00
18	F&I 8"X8"X6" D.I. TEE	7.0	EA	\$ 500.00	\$ 3,500.00	\$ 220.00	\$ 1,540.00	\$ 450.00	\$ 3,150.00
19	F&I 8" SOLID SLEEVE	1.0	EA	\$ 350.00	\$ 350.00	\$ 220.00	\$ 220.00	\$ 400.00	\$ 400.00
20	F&I 1" CHLORINATING TAP	1.0	EA	\$ 500.00	\$ 500.00	\$ 200.00	\$ 200.00	\$ 300.00	\$ 300.00
21	RECONNECT WATER SERVICE (SHORT)	30.0	EA	\$ 400.00	\$ 12,000.00	\$ 300.00	\$ 9,000.00	\$ 500.00	\$ 15,000.00
22	REPLACE EXISTING WATER SERVICE (SHORT)	24.0	EA	\$ 700.00	\$ 16,800.00	\$ 400.00	\$ 9,600.00	\$ 700.00	\$ 16,800.00
23	REPLACE EXISTING WATER SERVICE (LONG)	1.0	EA	\$ 1,200.00	\$ 1,200.00	\$ 850.00	\$ 850.00	\$ 1,200.00	\$ 1,200.00
24	F&I CONTROL DENSITY BACKFILL	167.6	CYD	\$ 80.00	\$ 13,408.00	\$ 11.00	\$ 1,843.60	\$ 60.00	\$ 10,056.00
25	F&I 4" CONCRETE SIDEWALK	6240.0	SFT	\$ 3.00	\$ 18,720.00	\$ 2.10	\$ 13,104.00	\$ 4.50	\$ 28,080.00
26	F&I 4" CONCRETE RAMP, ADA COMPLIANT	400.0	SFT	\$ 10.00	\$ 4,000.00	\$ 16.50	\$ 6,600.00	\$ 8.00	\$ 3,200.00
27	F&I 6" CONCRETE SIDEWALK	1040.0	SFT	\$ 4.00	\$ 4,160.00	\$ 2.60	\$ 2,704.00	\$ 6.00	\$ 6,240.00

WOODVILLE AVENUE WATER MAIN - BID TABULATION - BIDS DUE MAY 10, 2010				3 - C & D HUGHES, INC.		4 - SINATECH CONSTRUCTION CO.		5 - ZINK / COVELL EXCAVATING	
ITEM NO.	DESCRIPTION	NO. OF UNITS	UNITS	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	R&D EXST'G. PAVEMENT	358.2	SYD	\$ 5.00	\$ 1,791.00	\$ 4.50	\$ 1,611.90	\$ 8.00	\$ 2,865.60
2	R&D SPOT CURB & GUTTER	122.0	LFT	\$ 10.00	\$ 1,220.00	\$ 5.00	\$ 610.00	\$ 2.00	\$ 244.00
3	R&D SIDEWALK	7680.0	SFT	\$ 2.00	\$ 15,360.00	\$ 1.50	\$ 11,520.00	\$ 1.00	\$ 7,680.00
4	R&S EXT'G. HYD.	4.0	EA	\$ 500.00	\$ 2,000.00	\$ 75.00	\$ 300.00	\$ 454.00	\$ 1,816.00
5	R&S EXT'G. VALVE BOX	1.0	EA	\$ 100.00	\$ 100.00	\$ 50.00	\$ 50.00	\$ 100.00	\$ 100.00
6	R&D ROCK	10.0	CYD	\$ 50.00	\$ 500.00	\$ 150.00	\$ 1,500.00	\$ 100.00	\$ 1,000.00
7	F&I 6" D.I. CL 52 POLYWRAPPED WATER MAIN	1.5	LFT	\$ 45.00	\$ 67.50	\$ 60.00	\$ 90.00	\$ 263.00	\$ 394.50
8	F&I 6" 45 D.I. BEND AND THRUST BLOCK	1.0	EA	\$ 300.00	\$ 300.00	\$ 100.00	\$ 100.00	\$ 326.00	\$ 326.00
9	F&I 8"X6" D.I. REDUCER	1.0	EA	\$ 300.00	\$ 300.00	\$ 95.00	\$ 95.00	\$ 355.00	\$ 355.00
10	F&I 8" D.I. CL 52 POLYWRAPPED WATER MAIN	284.6	LFT	\$ 45.00	\$ 12,807.00	\$ 69.00	\$ 19,637.40	\$ 59.00	\$ 16,791.40
11	F&I 8" 22 1/2 D.I. BEND & THRUST BLOCK	1.0	EA	\$ 400.00	\$ 400.00	\$ 130.00	\$ 130.00	\$ 390.00	\$ 390.00
12	F&I 8" 45 D.I. BEND AND THRUST BLOCK	3.0	EA	\$ 300.00	\$ 900.00	\$ 150.00	\$ 450.00	\$ 394.00	\$ 1,182.00
13	F&I 8" GATE VALVE & BOX	2.0	EA	\$ 1,200.00	\$ 2,400.00	\$ 800.00	\$ 1,600.00	\$ 1,116.00	\$ 2,232.00
14	F&I 8" D.I. CL 52 POLYWRAPPED WATER MAIN IN 20" DIA. STEEL CASING JACKED & BORED	55.0	LFT	\$ 250.00	\$ 13,750.00	\$ 180.00	\$ 9,900.00	\$ 242.00	\$ 13,310.00
15	F&I 8" C-900 PVC WATER MAIN	1822.1	LFT	\$ 35.00	\$ 63,773.50	\$ 52.00	\$ 94,749.20	\$ 43.00	\$ 78,350.30
16	F&I 12"X12"X8" S.S. TAPPING SLEEVE & VALVE	1.0	EA	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,580.00	\$ 3,580.00
17	F&I STANDARD SETTING HYD BRANCH COMPLETE	7.0	EA	\$ 3,000.00	\$ 21,000.00	\$ 2,300.00	\$ 16,100.00	\$ 3,014.00	\$ 21,098.00
18	F&I 8"X8"X6" D.I. TEE	7.0	EA	\$ 450.00	\$ 3,150.00	\$ 175.00	\$ 1,225.00	\$ 300.00	\$ 2,100.00
19	F&I 8" SOLID SLEEVE	1.0	EA	\$ 2,500.00	\$ 2,500.00	\$ 105.00	\$ 105.00	\$ 389.00	\$ 389.00
20	F&I 1" CHLORINATING TAP	1.0	EA	\$ 200.00	\$ 200.00	\$ 150.00	\$ 150.00	\$ 200.00	\$ 200.00
21	RECONNECT WATER SERVICE (SHORT)	30.0	EA	\$ 500.00	\$ 15,000.00	\$ 500.00	\$ 15,000.00	\$ 700.00	\$ 21,000.00
22	REPLACE EXISTING WATER SERVICE (SHORT)	24.0	EA	\$ 1,100.00	\$ 26,400.00	\$ 600.00	\$ 14,400.00	\$ 1,274.00	\$ 30,576.00
23	REPLACE EXISTING WATER SERVICE (LONG)	1.0	EA	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,274.00	\$ 1,274.00
24	F&I CONTROL DENSITY BACKFILL	167.6	CYD	\$ 90.00	\$ 15,084.00	\$ 60.00	\$ 10,056.00	\$ 72.00	\$ 12,067.20
25	F&I 4" CONCRETE SIDEWALK	6240.0	SFT	\$ 2.50	\$ 15,600.00	\$ 3.25	\$ 20,280.00	\$ 3.00	\$ 18,720.00
26	F&I 4" CONCRETE RAMP, ADA COMPLIANT	400.0	SFT	\$ 8.00	\$ 3,200.00	\$ 6.50	\$ 2,600.00	\$ 8.60	\$ 3,440.00
27	F&I 6" CONCRETE SIDEWALK	1040.0	SFT	\$ 4.00	\$ 4,160.00	\$ 3.75	\$ 3,900.00	\$ 4.00	\$ 4,160.00

WOODVILLE AVENUE WATER MAIN - BID TABULATION - BIDS DUE MAY 10, 2010				3 - C & D HUGHES, INC.		4 - SINATECH CONSTRUCTION CO.		5 - ZINK / COVELL EXCAVATING	
ITEM NO.	DESCRIPTION	NO. OF UNITS	UNITS	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
28	F&I SPOT CURB & GUTTER	40.0	LFT	\$ 25.00	\$ 1,000.00	\$ 25.75	\$ 1,030.00	\$ 17.00	\$ 680.00
29	F&I BITUMINOUS HAND PATCH	2.0	TON	\$ 200.00	\$ 400.00	\$ 500.00	\$ 1,000.00	\$ 753.00	\$ 1,506.00
30	CUT, CAP, & ABANDON EXT'G WATER MAIN	1.0	EA	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 440.00	\$ 440.00
31	MAINTENANCE OF WATER MAIN TRENCH	1.0	LS	\$ 1.00	\$ 1.00	\$ 7,500.00	\$ 7,500.00	\$ 1,155.00	\$ 1,155.00
32	TRAFFIC CONTROL	1.0	LS	\$ 1.00	\$ 1.00	\$ 5,500.00	\$ 5,500.00	\$ 1,155.00	\$ 1,155.00
33	SITE RESTORATION	1.0	LS	\$ 1.00	\$ 1.00	\$ 8,000.00	\$ 8,000.00	\$ 6,930.00	\$ 6,930.00
					\$ 231,866.00		\$ 254,439.50		\$ 257,507.00

WOODVILLE AVENUE WATER MAIN - BID TABULATION - BIDS DUE MAY 10, 2010				6 - E.R. ZEILER EXCAVATING, INC.		7 - FERGUSON ENTERPRISES INC.		8 - D & S COSNTRUCTION SERVICES	
ITEM NO.	DESCRIPTION	NO. OF UNITS	UNITS	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	R&D EXST'G. PAVEMENT	358.2	SYD	\$ 10.00	\$ 3,582.00	\$ 14.00	\$ 5,014.80	\$ 17.00	\$ 6,089.40
2	R&D SPOT CURB & GUTTER	122.0	LFT	\$ 9.00	\$ 1,098.00	\$ 7.60	\$ 927.20	\$ 9.20	\$ 1,122.40
3	R&D SIDEWALK	7680.0	SFT	\$ 1.00	\$ 7,680.00	\$ 1.20	\$ 9,216.00	\$ 1.50	\$ 11,520.00
4	R&S EXT'G. HYD.	4.0	EA	\$ 200.00	\$ 800.00	\$ 520.00	\$ 2,080.00	\$ 630.00	\$ 2,520.00
5	R&S EXT'G. VALVE BOX	1.0	EA	\$ 100.00	\$ 100.00	\$ 290.00	\$ 290.00	\$ 350.00	\$ 350.00
6	R&D ROCK	10.0	CYD	\$ 300.00	\$ 3,000.00	\$ 29.00	\$ 290.00	\$ 35.00	\$ 350.00
7	F&I 6" D.I. CL 52 POLYWRAPPED WATER MAIN	1.5	LFT	\$ 300.00	\$ 450.00	\$ 85.00	\$ 127.50	\$ 104.00	\$ 156.00
8	F&I 6" 45 D.I. BEND AND THRUST BLOCK	1.0	EA	\$ 185.00	\$ 185.00	\$ 160.00	\$ 160.00	\$ 190.00	\$ 190.00
9	F&I 8"X6" D.I. REDUCER	1.0	EA	\$ 285.00	\$ 285.00	\$ 170.00	\$ 170.00	\$ 210.00	\$ 210.00
10	F&I 8" D.I. CL 52 POLYWRAPPED WATER MAIN	284.6	LFT	\$ 69.00	\$ 19,637.40	\$ 71.00	\$ 20,206.60	\$ 87.00	\$ 24,760.20
11	F&I 8" 22 1/2 D.I. BEND & THRUST BLOCK	1.0	EA	\$ 260.00	\$ 260.00	\$ 190.00	\$ 190.00	\$ 240.00	\$ 240.00
12	F&I 8" 45 D.I. BEND AND THRUST BLOCK	3.0	EA	\$ 260.00	\$ 780.00	\$ 200.00	\$ 600.00	\$ 240.00	\$ 720.00
13	F&I 8" GATE VALVE & BOX	2.0	EA	\$ 1,130.00	\$ 2,260.00	\$ 2,000.00	\$ 4,000.00	\$ 2,000.00	\$ 4,000.00
14	F&I 8" D.I. CL 52 POLYWRAPPED WATER MAIN IN 20" DIA. STEEL CASING JACKED & BORED	55.0	LFT	\$ 200.00	\$ 11,000.00	\$ 370.00	\$ 20,350.00	\$ 450.00	\$ 24,750.00
15	F&I 8" C-900 PVC WATER MAIN	1822.1	LFT	\$ 46.00	\$ 83,816.60	\$ 51.00	\$ 92,927.10	\$ 62.00	\$ 112,970.20
16	F&I 12"X12"X8" S.S. TAPPING SLEEVE & VALVE	1.0	EA	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,900.00	\$ 3,900.00
17	F&I STANDARD SETTING HYD BRANCH COMPLETE	7.0	EA	\$ 3,000.00	\$ 21,000.00	\$ 3,000.00	\$ 21,000.00	\$ 3,300.00	\$ 23,100.00
18	F&I 8"X8"X6" D.I. TEE	7.0	EA	\$ 375.00	\$ 2,625.00	\$ 270.00	\$ 1,890.00	\$ 330.00	\$ 2,310.00
19	F&I 8" SOLID SLEEVE	1.0	EA	\$ 300.00	\$ 300.00	\$ 190.00	\$ 190.00	\$ 240.00	\$ 240.00
20	F&I 1" CHLORINATING TAP	1.0	EA	\$ 150.00	\$ 150.00	\$ 1,800.00	\$ 1,800.00	\$ 2,200.00	\$ 2,200.00
21	RECONNECT WATER SERVICE (SHORT)	30.0	EA	\$ 700.00	\$ 21,000.00	\$ 380.00	\$ 11,400.00	\$ 480.00	\$ 14,400.00
22	REPLACE EXISTING WATER SERVICE (SHORT)	24.0	EA	\$ 900.00	\$ 21,600.00	\$ 590.00	\$ 14,160.00	\$ 740.00	\$ 17,760.00
23	REPLACE EXISTING WATER SERVICE (LONG)	1.0	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,090.00	\$ 1,090.00	\$ 1,390.00	\$ 1,390.00
24	F&I CONTROL DENSITY BACKFILL	167.6	CYD	\$ 100.00	\$ 16,760.00	\$ 27.00	\$ 4,525.20	\$ 33.00	\$ 5,530.80
25	F&I 4" CONCRETE SIDEWALK	6240.0	SFT	\$ 4.00	\$ 24,960.00	\$ 4.20	\$ 26,208.00	\$ 5.10	\$ 31,824.00
26	F&I 4" CONCRETE RAMP, ADA COMPLIANT	400.0	SFT	\$ 5.60	\$ 2,240.00	\$ 5.90	\$ 2,360.00	\$ 7.40	\$ 2,960.00
27	F&I 6" CONCRETE SIDEWALK	1040.0	SFT	\$ 4.50	\$ 4,680.00	\$ 6.10	\$ 6,344.00	\$ 7.40	\$ 7,696.00

WOODVILLE AVENUE WATER MAIN - BID TABULATION - BIDS DUE MAY 10, 2010				6 - E.R. ZEILER EXCAVATING, INC.		7 - FERGUSON ENTERPRISES INC.		8 - D & S COSNTRUCTION SERVICES	
ITEM NO.	DESCRIPTION	NO. OF UNITS	UNITS	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
28	F&I SPOT CURB & GUTTER	40.0	LFT	\$ 28.00	\$ 1,120.00	\$ 32.00	\$ 1,280.00	\$ 39.00	\$ 1,560.00
29	F&I BITUMINOUS HAND PATCH	2.0	TON	\$ 800.00	\$ 1,600.00	\$ 160.00	\$ 320.00	\$ 200.00	\$ 400.00
30	CUT, CAP, & ABANDON EXT'G WATER MAIN	1.0	EA	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00
31	MAINTENANCE OF WATER MAIN TRENCH	1.0	LS	\$ 1,000.00	\$ 1,000.00	\$ 14,100.00	\$ 14,100.00	\$ 18,000.00	\$ 18,000.00
32	TRAFFIC CONTROL	1.0	LS	\$ 1,000.00	\$ 1,000.00	\$ 12,200.00	\$ 12,200.00	\$ 15,000.00	\$ 15,000.00
33	SITE RESTORATION	1.0	LS	\$ 8,000.00	\$ 8,000.00	\$ 8,200.00	\$ 8,200.00	\$ 10,000.00	\$ 10,000.00
					\$ 268,969.00		\$ 289,616.40		\$ 351,219.00

Lewis, Patrick

From: Blade Action, Inc. [bladeaction@mac.com]
Sent: Wednesday, May 12, 2010 2:22 PM
To: Lewis, Patrick
Subject: Letter of With Draw
Attachments: Letter of Withdrawl.docx

Chris Sorrentino
Blade Action, Inc.
35520 Forton Court
Clinton Township, MI 48035
Phone: (586) 792-7656
Fax: (586) 792-0525

Blade Action Inc

Chris Sorrentino
35520 Forton Ct.
Clinton Twp ,MI 48038
P-586.792.7656 F-586.792.0525

May 12, 2010

Patrick M. Lewis, P.E.
Director of Engineering and Public Services
City of Monroe
120 East First Street
Monroe, MI 48161

Dear Patrick:

I Blade Action am writing to withdraw my bid for the City of Monroe Watermain Replacement, because we did not note, Division J – Labor Harmony Laws in the manual and also we do not meet the Labor Harmony Laws standards.

However, I thank you for your time and the oppurtunity we apologize for the inconveinence ,please consider not to penalize us for the mistake . You were most kind, and I appreciate the encouragement you offered me.

Sincerely,

Chris Sorrentino



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: ARTHUR LESOW COMMUNITY CENTER (ALCC) MECHANICAL SYSTEM UPGRADES – DESIGN PROFESSIONAL SERVICES AWARD

DISCUSSION: As a part of the 2010-11 Capital Improvements Program (CIP), the City Council has funded a total of \$262,500 for the complete overhaul of the mechanical / ventilation system at the Arthur Lesow Community Center (ALCC), located at 120 Eastchester Street. This work was identified as a high-priority need in the Engineering Facility Evaluation study of the center that was completed in 2009. For your information, the Project Information Sheet submitted by the ALCC Director as a part of the CIP has been attached, which provides the justification for the work. As noted, since the center serves a large number of low-to-moderate income persons and is eligible for funding through the City's Annual Community Development Block Grant (CDBG) entitlement funding. Approval of the 2010-11 program year funding for the full \$262,500 is on the agenda for tonight's meeting. However, a program amendment for the current year was approved at the May 3 meeting, and this provided for up to \$160,000 of this amount to be available to be spent immediately, in order to commence design activities necessary to hopefully complete the work within 2010.

As with recent previous projects at the ALCC including the recent replacement of the gymnasium floor, the Engineering Department has offered its assistance in the development of the design, preparation of the contract documentation, coordination of the bidding process, and contract administration throughout construction. In 2008, the City Council selected James S. Jacobs Architects, PLLC as the project architect for the gymnasium floor project, and they performed exceptionally well. In addition, the City Council also awarded them a contract to prepare the facility evaluation noted above, and that was completed in Summer 2009. It is from this document that the long-range capital improvements plan was developed for the upgrades to the ALCC, and this project was selected as the highest priority. Jacobs Architects has served the City and the ALCC well thus far, and based on their familiarity with the project, we solicited a sole source professional services proposal from them for the mechanical / ventilation design phase. The CDBG program allows for sole sourcing of professional services so long as the aggregate amount is less than \$100,000 for a particular project.

The proposal from Jacobs Architects is attached for your review. It should be noted that since the mechanical and electrical systems are very inter-twined, some of the design layout of the future electrical system (the next highest priority project, planned for 2011) must be performed at the same time to ensure that the electrical system can support the new mechanical system loadings, and that conflicting elements are not installed. The proposal lists hourly rates that are essentially unchanged from those submitted in 2008 and 2009, and lists a "Not to Exceed" total of \$45,225. The hourly rates are well within acceptable ranges, and although the design fees are higher than normal as a percentage of the construction costs (roughly 17% of the overall budget), given that the first phase of design includes work that will be necessary for later phases the total seems also appropriate in this particular case.

IT IS RECOMMENDED that the City Council award a contract for the design of the mechanical system replacement at the Arthur Lesow Community Center to James S. Jacobs Architects, PLLC for a "Not to Exceed" amount of \$45,225, as per the attached proposal, subject to approval of any relevant agreements by City staff. **IT IS FURTHER RECOMMENDED** that the Director of Engineering and Public Services be authorized to sign any relevant agreements 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: Preferred time frame is to perform contract work in Fall 2010, design activities should commence as soon as possible.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Engineering Department, ALCC users and staff

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$262,500
	Cost of This Project Approval	\$45,225*
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

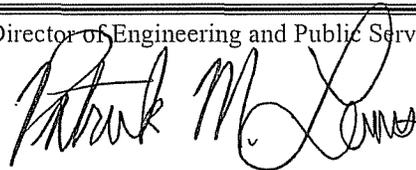
*"Not to Exceed" maximum, actual amount may be lower.

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	ALCC Mechanical System Upgr.	401-95.265-975.000 11C02	\$45,225
	<u>Other Funds</u>		

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 05/13/10

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: May 17, 2010



CAPITAL IMPROVEMENTS PROGRAM BUDGET WORKSHEET
2010 / 2011
Project Information Sheet

This form **MUST** be completed for each project requested for funding in the 2010-2011 Capital Budget. Use a separate form for each project, and please prioritize each project 1 through 10, with 1 representing your highest priority and 10 the lowest.

Department Name:	Arthur Lesow Community Center
Priority Ranking:	1
Project Title:	Mechanical System Upgrades
Quantity (if applicable):	Unknown
Project Useful Life:	20+ Years
Cost:	\$262,500.00

Check those items that apply:

Type of Project:	<input type="checkbox"/> Equipment	<input type="checkbox"/> Vehicle	<input checked="" type="checkbox"/> Project
Status of Request:	<input checked="" type="checkbox"/> New Request	<input type="checkbox"/> Funding Requested in Prior Year	
Status of Item or Project:	<input checked="" type="checkbox"/> Replacing Existing Equipment, Vehicle, Etc. <input type="checkbox"/> Equipment, Vehicle, Etc. that is New to the City		

Please answer the following questions related this request.

<p>1. Has this project been requested previously? If so, when? Was funding awarded? If yes, how much?</p>
<p>This project has not been previously requested.</p>

2. Description and function of new capital item:

Per the JDRM Engineering Facility Evaluation of the Arthur Lesow Community in 2009, the current HVAC system (with exception to the recently added ventilation to the gymnasium) was installed in 1968. Only the items absolutely necessary for repair have been repaired or replaced if they failed, as such, the building operates with little cooling, ventilation, or automatic control.

When the gymnasium ventilation units and several baseboard thermostats were tested, controls were found to be inoperative. All automatic controls were inoperative due to a faulty control air compressor.

The building also lacks mechanical ventilation systems. While the boiler and baseboard heating/piping system can be used, the building ventilation systems needs to be put back into operation and added to some locations. Further, the control system requires an air compressor replacement and local device.

As noted in the Facility Evaluation , most buildings of this type would be air conditioned if built in 2009.

3. Why is this item needed? Why does the City need to provide this service?

The Mechanical System needs to be updated to bring it to current code.

4. Explain new or improved service that will result from new item and impact on your department's performance or services provided:

A modernized Mechanical System will promote a healthier environment for constituents and staff.

5. What will be the operating budget cost or savings? (List costs/savings for personnel, supplies, and other charges separately).

It is probable that modernization of the Mechanical System will save thousands of dollars in annual heating costs.

6. Does the proposed project comply with the City's Comprehensive Plan?

Yes, the Arthur Lesow Community Center is a key component of the City's recreational offerings, particularly to low-income individuals, and this is inherent to the goals of the plan.

7. Are there other alternatives to the proposed item or request? (E.g., lease vs. buy, repair rather than replace, share with other governmental jurisdictions, etc.)

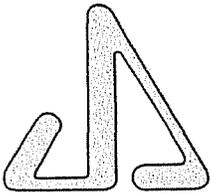
Critical repairs have been made throughout the years. The Mechanical System is over 40 years old and in dire need of updates to bring it up to code.

8. How is the cost proposed to be funded? Are there alternative sources of funding? (E.g., donations, millages, special assessments, grants, etc.)

Capital Improvements to this facility qualify for funding through the Community Development Block Grant program , and as long as the City retains its status as an entitlement community, funding is recommended to come from this source. As a non-profit agency, the ALCC is eligible for private funding, though these funds when received are usually channeled into operating programs and costs. City General Fund dollars can also be used for building improvements, as the City owns the facility.

9. Are there opportunities to share costs and services with other governmental units within the region?

The facility is City owned.



JAMES S. JACOBS ARCHITECTS, PLLC

25 WASHINGTON STREET • MONROE, MICHIGAN 48161 • (734) 241-7933

April 14, 2010

City of Monroe
Department of Engineering
120 East First Street
Monroe, Michigan 48161
Attn. Patrick Lewis P.E.

Re: Architectural & Engineering Services
Arthur Lesow Community Center - Mechanical System Replacement

Dear Patrick,

Thank you for the opportunity for Jacobs Architects to provide professional design services for the Arthur Lesow Community Center (ALCC) mechanical system replacement and limited scope building maintenance project.

It is my understanding, based on our discussions and a site walk through, that in general, you wish to engage our services to define the replacement of the heating and cooling system servicing the ALCC Community Center.

To best address your needs, as we understand them, we are offering the following proposal.

Fee Proposal:

Jacobs Architects proposes to provide Architectural & Engineering services for the building at 120 Eastchester, Monroe, Michigan for a not to exceed fee of forty five thousand two hundred and twenty five (\$45,225.00) dollars, plus reimbursable expenses.

In general our proposal includes:

- Code review.
- Field measuring of existing exposed architectural features. Input of existing field measurement data obtained into AutoCAD to establish base drawings for layout purposes in defining the remodeling scope of work.
- Design and coordination meetings.
- Plumbing, Mechanical, Electrical, Fire Protection, and Communications systems design, and documentation.

- Limited scope Construction Documents for the defined interior and exterior renovations including but not limited to the following documents:
 - Title sheet w/legends, code data, and general notes
 - Main and lower level floor plans
 - Exterior elevations
 - Interior Elevations & Schedules
 - Other details and sections as deemed necessary and appropriate by the Architect.
- Coordinate communications with review agencies.
- Assist the owner in obtaining construction bids
- Limited scope construction services to assist in interpretation of the bid documents, issue bulletins, clarifications, and change orders. (Up to four field inspections have been included in proposal during construction).

The following services are NOT included in this proposal: (Any or all of these services can be provided as additional services upon request.)

- Space planning and layout design services to design office space and define limited exterior site improvements and building elevations modifications to generate a look consistent with the owner's desired style.
- Structural analysis and design consultation services.
- Detailed written material specifications (Project Manual).
- Construction services beyond interpretation of the bid documents.
- Renderings and/or models
- Professional photographic documentation

Jacobs Architects would consult with the following specialized consultants, as required.

1. LKL Engineering, Ltd. – Structural analysis and design.
 - These services will be provided on an hourly basis as needed. (It is not anticipated that these services will be required as part of this proposal)

We recommend that we use a Standard AIA Agreement to formalize our working relationship with you.

If you wish to proceed with the project, please sign both copies of the proposal "Authorization to Proceed" attachment and return one copy of the complete proposal letter to our office.

James S. Jacobs Architects, PLLC appreciates this opportunity to be of service to you on this project. Should you have any questions, I can be reached by email at jimj@isajacobsarch.com or by phone at 734-241-7933.

Sincerely,
JAMES S. JACOBS ARCHITECTS, PLLC



James S. Jacobs, AIA

**Architectural & Engineering Services for:
Arthur Lesow Community Center - Mechanical System Replacement**

AUTHORIZATION TO PROCEED

We hereby accept the terms, conditions, and costs as quoted in the above Proposal and the attached hourly fee schedule. We also understand that any extra work (items not delineated in this Proposal) will be negotiated prior to the inception of any additional work.

Accepted for:
The City of Monroe

Dated: _____, 2010

By _____

Printed Name: _____

Title: _____

Telephone: _____

Mailing Address:

Fax: _____

Email: _____

Please return one copy this entire document with original signature and Purchase Order, if applicable. Work will not begin until James S. Jacobs Architects, PLLC the signed Authorization to Proceed.

JAMES S. JACOBS ARCHITECTS, PLLC
25 Washington Street • Monroe, Michigan 48161

HOURLY FEE SCHEDULE:

Clerical	\$35.00 per hour
Drafter	\$42.00 per hour
Designer	\$50.00 per hour
Architect	\$66.00 per hour
Project Manager	\$75.00 per hour
Project Architect	\$82.50 per hour
Principal	\$90.00 per hour

Hourly rates are computed in fifteen-minute increments rounded to the nearest increment. Consultant fees and reimbursable expenses are charged at 1.10 times cost.



AIA® Document B105™ – 2007

Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project

AGREEMENT made as of the 14th day of April in the year 2010
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Monroe
Department of Engineering
120 East First Street
Monroe, Michigan 48161
Attn. Patrick Lewis, P.E.

and the Architect:
(Name, legal status, address and other information)

James S. Jacobs Architects, PLLC
25 Washington Street
Monroe, Michigan 48161

for the following Project:
(Name, location and detailed description)

201014 - ALCC - Mechanical Replacement - City of Monroe
Mechanical system replacement and limited scope building maintenance project for the
City of Monroe on the Arthur Lesow Community Center building located at 120
Eastchester, Monroe, Michigan 48161.

The Owner and Architect agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

See attached letter of proposal dated April 14, 2010 for services to be provided by the Architect, James S. Jacobs Architects, PLLC and the Engineer, JDRM Engineering, Inc.

See attached letter of proposal dated April 14, 2010 for services that are not included in this Agreement.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining proposals and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Generally, the Architect's services during construction include interpreting the Contract Documents, reviewing the Contractor's submittals, visiting the site, reviewing and certifying payments, and rejecting nonconforming Work.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents, including those in electronic format, prepared by the Architect are instruments of the Architect's service and are for the Owner's use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project or termination of this Agreement, the Owner's right to use the instruments of service shall cease. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

A not to exceed fee of forty five thousand two hundred and twenty five (\$45,225.00) dollars for Architectural and Engineering services.

The Owner shall pay the Architect an initial payment of zero (\$ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ten percent (10 %). Possible reimbursable expenses include: long distance telephone calls, round trip expenses from and to the Architect's office if more than 10 miles, allocated to this project, reproductions, plotting, governmental agency fees paid on behalf of the client.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of one and one-half percent (1.50 %) monthly , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide services not included in Article 1 for additional compensation. Such services may include providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the scope, quality or budget; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; and services not completed within twelve (12) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

1 If a dispute arises out of or is related to this contract, or the breach thereof, and if said dispute cannot be settled through direct discussion, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation through a mutually selected mediator before having recourse to arbitration or a judicial forum.

7.2 In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and his subconsultants to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect and his subconsultants to all those named shall not exceed forty five thousand two hundred twenty five (\$45,225.00) dollars or the Architect's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law. It is intended by the parties that this provision is not an indemnity, but a good faith agreement by the parties to place a reasonable and responsible limit for the amount of liability assumed by each party.

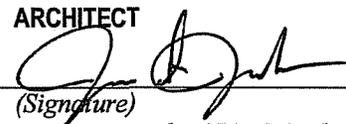
This Agreement entered into as of the day and year first written above.

OWNER

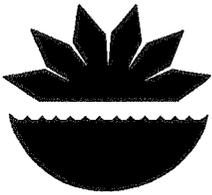
(Signature)

(Printed name and title)

ARCHITECT


(Signature)

James S. Jacobs AIA Member and Principal
(Printed name and title)



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM THE RIVER RAISIN BATTLEFIELD VISITOR CENTER TO HOST THE 2010 RIVER RAISIN INTERNATIONAL MUSTER

DISCUSSION:

The City received a request from the River Raisin Battlefield Visitor Center for permission to host the 2010 River Raisin International Muster on June 11 & 12, 2010. Specifically the request is to hold a concert on Friday evening, June 11, in Loranger Square from 7:00 – 9:00 p.m., a parade and muster on June 12, and to waive the fees.

The parade route would travel from Memorial Place on the corner of Seventh and South Monroe Streets and require street closures along the route (Monroe Street from 7th Street to Front Street ending at Loranger Square).

The request was reviewed by the administrative staff and there were no objections to the request subject to insurance requirements being met and a parade permit. After City Council approval, advance notification will be sent to MDOT.

The proposed parade route has been extended in length so the fife and drum corps may place a wreath at Memorial Place in remembrance of those who served during the battle of 1812, as well as anticipation of the 2012 National Fife and Drum Muster.

Staffing of the parade involves 8 police officers, including one supervisor, with a minimum pay of two hours each for an estimated cost of \$645.00. DPS estimates staff costs to be \$1,000 for the event.

It is also suggested that the River Raisin Battlefield Visitor Center contact the County Purchasing Department to reserve the pavilion.

Therefore, it is recommended, that City Council approve this request contingent upon items being met as outlined by the administration, **subject to potential budget and policy changes regarding staff availability and cost recovery**, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY: City Manager's Office

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

FINANCES

COST AND REVENUE PROJECTIONS:

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

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

Budget Approval: _____

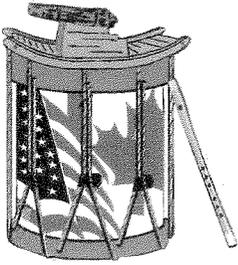
FACT SHEET PREPARED BY: City Manager's Office

DATE: 5/10/10

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 5/17/10



River Raisin International Muster

126 South Monroe Street • Monroe, Michigan 48162
Telephone: (734) 240-7780 • Email: stlonsdale@hotmail.com

A BICENTENNIAL WAR OF 1812 EVENT

April 15, 2009

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

Dear Mayor Clark and City Council,

The River Raisin Battlefield Visitor Center is currently in the planning stages of the 2010 River Raisin International Muster which will take place on Friday June 11th and Saturday June 12th. This year we are pleased to have the United States Army Old Guard Fife and Drum Corps "Escort to the President" attending as part of their fiftieth anniversary celebration. Our muster has been chosen as one of only six events in the nation to have this honor; for more information on the Old Guard please visit <http://www.army.mil/fifeanddrum/>. The U.S. Army 3rd Infantry "The Old Guard" can trace their lineage to two units, the 17th and 19th U.S. Infantry Regiments, that participated in the Battle of the River Raisin. This event, the largest of it's kind west of the Appalachian Mountains, is sponsored by the Monroe County Historical Society, War of 1812 Bicentennial Committee, and Mainstreet Monroe Downtown Development Authority.

The Muster will begin with the Friday night Tattoo in Loranger Square. The Tattoo allows the host musical unit, the First Michigan Colonial Fife and Drum Corps, together with the featured corps for that year, an extended concert of about 40 minutes. The Tattoo is narrated to explain the historical significance of the uniforms and music. The Tattoo will start at 7:00p.m. and will conclude by 9:00p.m. This year the U.S. Army Old Guard Fife and Drum Corps is the featured corps.

The Muster will begin Saturday festivities with a parade of fife and drum corps through downtown starting at 11a.m. The parade line-up will take place at Memorial Place on the corner of Seventh Street and South Monroe Street. The parade route will follow Monroe Street from Memorial Place to Front Street then make a right onto Front Street following it to Washington Street make a right onto Washington St. and continue to Loranger Square. This year we have extended the parade route so that the fife and drum corps may place a wreath in remembrance of those who served here at Memorial Place. We have also done this in anticipation of the 2012 muster. If you approve this parade request I will secure a parade permit from the police department within two weeks of the approval.

The muster will commence immediately following the end of the parade. This year we again ask that the Saturday Muster take place in Loranger Square, this site has set us apart from other fife and drum musters and is a true asset to the community. The muster will start immediately following the parade about 11:30a.m. and will be over at the latest at 4:30p.m. We were also hoping that you would be willing to waive any fees associated with this application.

River Raisin International Muster
A BICENTENNIAL WAR OF 1812 EVENT

The Muster would again like to obtain permission to close the streets at Loranger Square to afford the fife and drum corps a place to conduct their concerts. On Friday night, the road closure would start at 6:30p.m. and will run no later than 9:00p.m. Saturday's road closure will last from 11:00am and end no later than 4:30p.m. Washington Street as well as First Street east will be closed at the crosswalks located closest to the bricked square. First Street approaching Loranger Square from the west will be closed at Monroe Street, as it is a one-way street heading in the direction of the square.

The River Raisin International Muster is also pleased to announce that it has been chosen by the Executive Board of the Company Fifers and Drummers based in Ivoryton, CT to host the 2012 National Fife and Drum Muster. The National Muster will take place on June 15th and 16th 2012 with an anticipated 60 fife and drum corps in attendance. This weekend falls two days before the bicentennial of the declaration of war on June 18th. If you have any questions feel free to contact me at the Historical Museum (734) 240-7780 or by email stlonsdale@hotmail.com. Thank you for your time and consideration. I hope this muster becomes an annual event all of Monroe can be proud of.

Sincerely,

Scott Lonsdale
Interpreter, River Raisin Battlefield
Program Coordinator, The River Raisin International Fife and Drum Muster

RECEIVED
APR 22 2010
MAYOR'S OFFICE

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

Name of Applicant (Organization): River Raisin International
muster

Contact Person: Scott Lonsdale

Address: 126 S. Monroe Street

Phone: 734-240-7780 Fax: 734-240-7788

Dates Requested: June 11th + 12th

Location Requested: City Park Private Property Public Property

PROJECT LOCATION (Address): Loranger Square

PROPERTY OWNER INFORMATION

Name: City of Monroe + Monroe County

Address: _____

Phone: _____ Fax: _____

EVENT DESCRIPTION:

Fife + Drum Muster: 10-15 fife + drum corps
from Midwest + Canada, play 10 minute mini-concerts
back to back. Parade of Corps through Downtown.
Friday evening "Tattoo" with 2 Corps. Muster + Tattoo in

TYPE OF BUSINESS ON SITE: Vendor Sales: muster T-shirts Loranger Square
↳ War of 1812 Bicentennial Application Fee

<u>Committee</u>	Application Fee	<u>\$ 150.00</u>
<u>Fife and Drum CDs</u>	\$20.00 wk	<u>\$ 0</u>
	Total Fee	<u>\$150.00</u>

↳ Request to be waived

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

OWNER: _____

DATE: _____

APPLICANT: Scott Lonsdale

DATE: 4/15/10

RECEIVED

APR 22 2010

MAYOR'S OFFICE



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: WATER DEPARTMENT - LARGE WATER METER PURCHASE

DISCUSSION: The Water Department requests to purchase two (2) large water meters (6 inch x 2 inch meter and 6 inch compound meter) from RIO Supply Michigan Meter, Inc. Attached are a quote from RIO Supply Michigan Meter, Inc for the purchase and a letter from Neptune Technology Group, Inc indicating RIO Supply Michigan Meter, Inc as being the sole authorized distributor for Neptune Water Meter Products in the State of Michigan. The quoted price from RIO Supply Michigan Meter, Inc and letter from Neptune Technology Group are current. The Water Department requests that RIO Supply Michigan Meter, Inc be considered the sole source distributor for these water meter products and for this purchase be made without bids.

Repairs to the existing large meters scheduled for replacement are not cost effective such that replacement is necessary. The two meters will replace two of the top five water customer meters within the water system. The FY 2009-2010 budget includes large meter replacements where adequate funding has been budgeted. The total cost for the two large water meters is \$14,557.00 where the meters will be placed in the Water Department's inventory until the scheduled shutdowns / replacements can be completed. The large meters will be replaced utilizing Water Department staff.

IT IS RECOMMENDED that a purchase order be issued for \$14,557.00 for providing the Water Department Neptune water meters from RIO Supply Michigan Meter, Inc.

CITY MANAGER RECOMMENDATION:

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

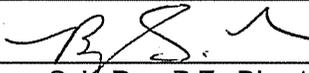
APPROVAL DEADLINE: ASAP

REASON FOR DEADLINE: Purchase large meters so as to complete meter replacements.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:


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

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 14,557.00
Cost of This Project Approval	\$ 14,557.00
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>
Repair & Maint Supplies	59140540 775000	\$ 14,557.00
<u>Other Funds</u>		

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** May 11, 2010

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: May 17, 2010



QUOTE



**RIO SUPPLY
MICHIGAN METER, INC.**

Toll Free 1-888-390-8061

32736 Townley Street • Madison Heights, MI 48071
Serving Michigan, New Jersey, S.E. New York, E. Pennsylvania and Delaware

№ 00556

CUSTOMER:

City of Monroe Mi

Attn. Kevin Armstrong

RE: Quote

DATE <u>5-7-10</u>	SALESMAN <u>Jim T.</u>
--------------------	------------------------

SENT VIA FAX: 734-384-9108

E-Mail: _____

Quantity	Description	Unit Price	Ext. Price
Five	6" Neptune Stainless Steel Protectus	—	\$10076. ⁰⁰
Requirements	III Fine Service Compound meter w/ Ecodor I Registers		
	minus credit for scrap & destroy program	—	\$1800. ⁰⁰
		total	\$8276. ⁰⁰ ←
(NO)	6" x 8" Neptune Tru Flow w/ Ecodor I Registers	—	\$6410.⁰⁰
Five	6" Strainer	—	—
Requirements	2 8x6 concentric reducers	—	—

Now accepting Visa, MC & American Express
All Quotes are Valid for 30 Days Unless Specified Otherwise
All First Time Orders are COD
Customer is Responsible for Shipping Charges
Tax Exemption - Certificate Must Be Submitted
ALL SALES ARE FINAL - 25% RESTOCKING FEE



NEW ADDRESS!
Michigan Meter

798 Wuhlcumb, Warren Heights, Michigan 48071
Phone: 248-585-3700 • Fax: 248-585-3730
www.michigasmeter.com
Serving Michigan, New Jersey, S.E. New York, E. Pennsylvania and Delaware

Date 5-10-10

FAX COVER SHEET

To: City of Monroe

From: Jim Taylor

Fax: 734-384-9108

Fax: _____

Phone: _____

Phone: _____

Re: _____

of pages including cover sheet (1)

Kevin Armstrong

MESSAGE: 6" Tru Flow/Ecodor I. 4522.⁰⁰

6" Strainer 1329.⁰⁰

2- 8x6 Flng Rel. @ \$215 ea. 430.⁰⁰

From Rio Mic Meter.

TOTAL

\$ 6281.⁰⁰

~~ALL From Neptune~~

~~\$ 6910.⁰⁰~~

~~SAVE~~

~~129.⁰⁰~~



NEPTUNE Take Control.

March 5, 2010

Kevin Armstrong
City of Monroe, MI

Dear Mr. Armstrong;

RIO Supply of Michigan is the sole authorized distributor and factory trained service provider for Neptune Water Meter products in the State of Michigan. Neptune has a long-standing relationship with RIO Supply and they bring over 180 years of water works experience to the Michigan water community. Their local office is at 799 E. Whitcomb St. in Madison Heights, MI. You can contact them via phone at 248.585.3700

As our distributor, RIO maintains a substantial inventory of product and are factory trained and authorized, enabling them to uniquely meet the needs of the water community in Michigan.

Thank you for your interest in Neptune. If you have any questions or need more information, please contact me at your convenience.

Sincerely,

A handwritten signature in cursive script that reads "James J. Yearsin".

James J. Yearsin
Territory Manager, Michigan
Neptune Technology Group, Inc.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REPORT BACK ON BIDS RECEIVED FOR THE CARRINGTON PUMP STATION ELECTRICAL SERVICE REHABILITATION - WASTEWATER DEPARTMENT

DISCUSSION: The Wastewater Department received two (2) bids for Rehabilitation of the Carrington Pump Station Electrical Service as part of the Carrington Pump Station Rehabilitation project (bid tabulation attached). The low bidder meeting all bid specifications is Staelgrave-Turner Electric, Inc for \$40,460.00.

The Carrington Pump Station was installed in 1992 and it provides sanitary service to the majority of the Carrington Subdivision residences. The station fails often due to the amount and type of debris that the station is required to pump coupled with the antiquated electrical components installed at the station. The current layout of the station also does not allow for the safest and efficient operations.

The overall rehabilitation project of the station includes: Replacing a pump with a "chopper" style pump which will chop debris and reduce clogging; Upgrading the station's electrical components and service to current standards so as to avoid system failures; and Revising the station's access / layout to provide for safer and more efficient staff working conditions. Purchase of a fiberglass enclosure was awarded by City Council at their March 15, 2010 meeting which will be used to retrofit the station layout to improve wetwell access while relocating electrical components within it. All project specifications have been developed by Wastewater staff where the pump replacement and enclosure installation will be completed by staff. Adequate funding has been budgeted for this fiscal year 2009-2010 Capital Improvement Program project.

IT IS RECOMMENDED that the City Council award a purchase order for Rehabilitation of the Carrington Pump Station Electrical Service as part of the Carrington Pump Station Rehabilitation project in accordance with the bid plans and specifications to Staelgrave-Turner Electric, Inc in the amount of \$40,460.00.

CITY MANAGER RECOMMENDATION:

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

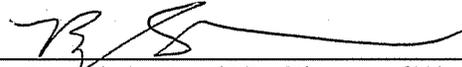
APPROVAL DEADLINE: July 9, 2010

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: Wastewater Department

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 70,000.00
Cost of This Project Approval	\$ 40,460.00
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

City	Account Number	Amount
Wastewater System	590-75.530-973.000 10Z03	\$ 40,460.00

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** May 10, 2010

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: May 17, 2010

**BIDS RECEIVED LIST (DIRECT MAIL) FOR CARRINGTON PUMP STATION
ELECTRICAL SERVICE REHABILITATION. BID REQUESTS
MAILED/POSTED 04/28/10. BIDS DUE MONDAY, MAY 10, 2010.**

	<u>BID AMOUNT</u>
KENNEDY INDUSTRIES INC 4975 TECHNICAL DRIVE MILFORD MI 48381 ATTN: KEITH SIKAITIS	NO BID
RETZKE/SNYDER ELECTRICAL CONTRACTORS INC 5439 ROAN RD SYLVANIA OH 43560 ATTN: JAMES WILSON	NO BID
ROMANOFF ELECTRIC CO LLC 5570 ENTERPRISE BLVD TOLEDO OH 43612 ATTN: MIKE HAYS	NO BID
STAEЛGRAVE TURNER ELECTRIC 1138 HUBER DR MONROE MI 48162 ATTN: GERALD HASLEY	\$40,460.00 (CERTIFIED CHECK)
REGENT ELECTRIC INC 5235 TRACTOR RD TOLEDO OH 43612	NO BID
HENNING/USU INC 5030 ADVANTAGE DR SUITE 201 TOLEDO OH 43612 ATTN: LARRY HENNING	NO BID
BARRIGER ELECTRIC CO 4425 STICKNEY AVE TOLEDO OH 43612 ATTN: THOMAS BARRIGER	NO BID
RAUHORN ELECTRIC INC 17171 23 MILE RD MACOMB MI 48042	\$64,330.00 (BID BOND)



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Proposed Resolution to establish a partial parking moratorium program for the month of June, 2010.

DISCUSSION:

The proposed Resolution establishes a moratorium on parking fine penalties for the month of June, 2010. This parking fine penalty moratorium program would allow individuals owing parking fines to pay the original fine, before the fine was doubled after 5 days.

Staff has requested this program to encourage individuals to pay before commencing with the aggressive collection of outstanding parking fines and penalties. The aggressive collection actions will include booting of vehicles, civil court proceedings and the non renewal of licenses through the Secretary of States Office.

Therefore, it is recommended that the attached resolution be adopted.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION:

For

Against

REASON AGAINST:

INITIATED BY: City Staff

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City

Account Number

Amount

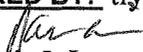
\$
\$
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\$

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: tly

DATE: 5/11/10

REVIEWED BY:  Kenneth J. Laurain, Ready, Heller & Ready

DATE: 5/11/10

COUNCIL MEETING DATE: 5/17/10

RESOLUTION

1 **WHEREAS**, the City Council of the City of Monroe wishes to make every effort to
2 aggressively collect outstanding parking fines; and

3 **WHEREAS**, the City has authority to collect outstanding parking fines through the
4 booting of the vehicle, civil court proceedings and the non renewal of licenses; and

5 **WHEREAS**, the City of Monroe wishes to give the people of its community the
6 opportunity to pay their outstanding parking fines before this aggressive collection begins; and

7 **WHEREAS**, Section 485-7 (E) of the Code of the City of Monroe, states “Unpaid fines
8 shall be doubled five business days after issuance of the traffic ticket or notice of violation.”

9 **NOW, THEREFORE, BE IT RESOLVED**, that a partial moratorium program for
10 outstanding parking fines will be conducted the month of June to allow individuals to pay unpaid
11 fines at their original fine, rather than the doubled fine.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Public Hearing in accordance with Chapter 295, Article II of the Code of the City of Monroe to determine whether 403 Smith Street shall be determined a Public Nuisance and ordered Padlocked for a period of up to one year.

DISCUSSION:

I. Facts:

Five separate drug enforcement actions were conducted at 403 Smith Street by Officers of the Michigan State Police Office of Monroe Narcotics Investigations ("OMNI"). During the below listed drug enforcement actions illegal controlled substances and/or related narcotic paraphernalia were seized:

<u>Incident No.</u>	<u>Date</u>
OMM-0000169-09(01)	August 24, 2009
OMM-0000251-09(01)	December 15, 2009
OMM-0000004-10(01)	January 5, 2010
OMM-0000029-10(01)	February 25, 2010
OMM-0000040-10(01)	March 9, 2010

That Monday, May 17, 2010 at 7:30 p.m., has been designated as the date and time that a public hearing will be held by the Monroe City Council to determine whether 403 Smith Street shall be declared a public nuisance; and that the OWNER was personally served with the Notice of Hearing on April 29, 2010.

II Code:

Chapter 296, Article II, of the Code of the City of Monroe provides that, "(w)henever the use, sale furnishing, giving or possession of controlled substances or drug paraphernalia occurs on any property, the Monroe City Council may declare such property a public nuisance by resolution. Prior to such declaration, notice shall be given to the owner, a public hearing shall be held and a recommendation shall be submitted from the appropriate department"; and further, "(i)f the City Council determines that a property is a public nuisance. . . the City Council, by resolution, may. . . Authorize the Department of Public Services to prohibit the occupancy of the property by either padlocking a portion of the property or boarding up the property, whichever is appropriate, for a period of up to one year." A copy of Chapter 296, Article II is attached.

It is clear that the actions and activities at 403 Smith Street come within the provision of the Code. In the time frame stated above there have been five separate drug enforcement actions at this location, and according to OMNI, although the owner is incarcerated, the premises continue to be used for drug related activities.

Therefore, it is recommended the upon completion of the public hearing, the proposed resolution be adopted.

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:

Michigan State Police Office of Monroe Narcotics Investigations

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City

Account Number

Amount

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

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: tly

DATE: 5/11/10

REVIEWED BY:  Kenneth J. Laurain, Ready, Heller & Ready

DATE: 5/11/10

COUNCIL MEETING DATE: 5/17/10

RESOLUTION

DECLARING 403 SMITH STREET AS A PUBLIC NUISANCE AND THE PADLOCKING OF SAME

WHEREAS, from August 24, 2009 to March 9, 2010, five separate drug enforcement actions were conducted at 403 Smith Street in the City of Monroe by Officers of the Michigan State Police Office of Monroe Narcotics Investigations (“OMNI”), and that in each raid Officers seized illegal controlled substances and/or drug paraphernalia; and

WHEREAS, Chapter 296, Article II, of the Code of the City of Monroe provides that, “(w)henever the use, sale, furnishing, giving or possession of controlled substances or drug paraphernalia occurs on any property, the Monroe City Council may declare such property a public nuisance by resolution. Prior to such declaration, notice shall be given to the owner, a public hearing shall be held and a recommendation shall be submitted from the appropriate department;” and further, “(i)f the City Council determines that a property is a public nuisance. . . the City Council, by resolution, may. . . Authorize the Department of Public Services to prohibit the occupancy of the property by either padlocking a portion of the property or boarding up the property, whichever is appropriate, for a period of up to one year;” and

WHEREAS, Monday, May 17, 2010, at 7:30 p.m. has been designated as the date and time that the public hearing will be held by the Monroe City Council to determine whether 403 Smith Street shall be declared a Public Nuisance; and

WHEREAS, the Notice of Hearing was personally served upon the owner on April 29, 2010 and the structure was posted on April 29, 2010.

NOW THEREFORE, BE IT RESOLVED that 403 Smith Street in the City of Monroe, Monroe County, Michigan is declared a Public Nuisance due to the repeated use, sale, possession or furnishing of controlled substances and/or drug paraphernalia at that location.

BE IT FURTHER RESOLVED that 403 Smith Street in the City of Monroe, Monroe County, Michigan, shall be padlocked for a period of 1 year, and that cost of such padlocking be assessed against the property.

NOTICE OF HEARING
**To Declare 403 Smith Street as a Public Nuisance
and Order the Padlocking of Same**

To: Joshua J. Gekle, 403 Smith St., Monroe, MI 48161, c/o Monroe County Jail
All other occupants, users, owners or possessors of the below-referenced structure, as well as anyone who claims a possessory interest in said premises.

Re: Premises located at 403 Smith Street, Monroe, Michigan 48161

OLD VILLAGE PLAT WEST OF MONROE ST N 75 FT OF W 100 FT OF LOT 103
Tax Identification Number: 58-55-29-00386-000

THE ABOVE-LISTED STRUCTURE was the subject of a narcotic related investigation by the Michigan State Police on August 24, 2009. During this investigation approximately 1.4 grams of crack cocaine was purchased.

The structure was raided by the Michigan State Police on December 16, 2009. Officers observed and confiscated drug paraphernalia containing suspected cocaine residue from inside the structure.

The structure was again raided by the Michigan State Police on January 6, 2010. Officers observed and confiscated marijuana and drug paraphernalia containing suspected heroin, and/or cocaine residue from inside the structure.

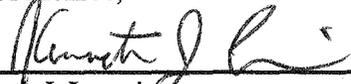
On February 25, 2010 the Michigan State Police went to the structure to arrest Joshua J, Gekle on felony probation violation warrant. While in the structure Officers observed and confiscated marijuana and drug paraphernalia containing suspected heroin, and or cocaine residue.

The structure was again raided by the Michigan State Police on March 9, 2010. Officers observed and confiscated marijuana and drug paraphernalia containing suspected heroin, and or cocaine residue from inside the structure.

Records on file with the City of Monroe Assessors Office indicate that structure and premises is owned by Joshua J. Gekle. Further, it is believed that other unknown individuals reside in or use this structure.

PLEASE TAKE NOTICE! On Monday, May 17, 2010, at 7:30 p.m. or as soon after as the matter may be heard, a hearing will be held before the Monroe City Council, at 120 East First Street, Monroe City Hall, pursuant to Chapter 296, Article II of the Code of the City of Monroe. At this hearing, the City Council will determine whether or not to declare said structure a public nuisance. Should the City Council declare this structure a public nuisance, the City Council may order the structure be padlocked to prohibit occupancy for a period of up to one year, as well as any other actions provided for in Chapter 296, Article II. Please note that you have the right to be represented by counsel at the hearing. Should you choose to retain counsel, please advise your counsel of the hearing date and time.

Date: April 13, 2010

City of Monroe,
By: 
Kenneth J. Laurain
Ready, Heller & Ready

ARTICLE II Drug Nuisance Properties (§ 296-3 — § 296-7)

[Adopted 1-4-1999 by Ord. No. 98-021]

§ 296-3 Findings.

The City hereby determines that whenever the use, sale, furnishing, giving or possession of controlled substances or drug paraphernalia occurs on any property, the result is increased criminal activity in the neighborhood surrounding the property, increased pedestrian and/or vehicular traffic in the surrounding neighborhood and disruption of the peace and quiet of residents living in the neighborhood surrounding the property, thereby creating a public nuisance.

§ 296-4 Declaration of public nuisance; public hearings; notice.**A.**

Whenever the use, sale, furnishing, giving or possession of controlled substances or drug paraphernalia occurs on any property, the City Council may declare such property a public nuisance by resolution. Prior to such declaration, notice shall be given to the owner, a public hearing shall be held and a recommendation shall be submitted from the appropriate department.

B.

Notice to the property owner of the public hearing shall consist of either personal service or certified or registered U.S. mail, return receipt requested, to the owner in whose name the property appears upon the last local tax assessment roll. Notice to the owner shall occur at least 14 calendar days prior to the date of the public hearing.

§ 296-5 Abatement; costs.**A.**

If the City Council determines that a property is a public nuisance, then, in addition to any other remedies available to the City in law or equity, the City Council, by resolution, may:

(1)

Authorize the Department of Public Services to prohibit the occupancy of the property by either padlocking a portion of the property or boarding up the property, whichever is appropriate, for a period of up to one year from the date Council adopted the resolution; and/or

(2)

Determine that the owner shall be liable for the full cost and expense of any and all City employees utilized to padlock or board up the property, including any and all employees utilized to remove padlocks and/or boarding devices; as well as the full cost and expense of any and all police officers involved in each drug-related activity, including arrests and drug raids, on the property. Such costs shall be assessed against the property.

B.

If the City Council determines that property which is the subject of the public hearing is, according to current court documents, the subject of eviction proceedings, the City Council may take the matter under advisement and withhold declaration of the property as a public nuisance until such time as evidence is submitted to the Clerk/Treasurer that the eviction proceedings have been completed, terminated or otherwise resolved.

§ 296-6 Persuasive presumption of a public nuisance.

It shall be a persuasive presumption that a property is a public nuisance if the following criteria are met:

A.

That controlled substances and/or narcotic paraphernalia are used, sold, furnished, given or possessed on the property, or that the property has been raided by the police and controlled substances and/or drug paraphernalia are found by the police.

B.

That a letter has been sent to the property owner informing the owner that controlled substances and/or drug paraphernalia have been found by the police at the property. The letter must inform the owner of the potential consequences if a similar activity occurs at the property. The letter shall either be sent by certified or registered U.S. mail, return receipt requested, or personally served on the property owner in whose name the property appears upon the last local tax assessment roll.

C.

That controlled substances and/or narcotic paraphernalia are sold, furnished, given or possessed on the property again within 365 days from the date that they were first sold, furnished, given or possessed on the property, or that the same property is raided again within 365 days from the date of the first raid, and controlled substances and/or narcotic paraphernalia are found in the raid.

§ 296-7

Appeal.

A.

The decision of City Council shall be final. However, an owner and/or taxpayer of record of raided property subject to this article may appeal to the Circuit Court. Upon appeal, the Court shall review the record and decision of the City Council to ensure that the decision:

(1)

Is based upon proper procedure.

(2)

Is supported by competent, material and substantial evidence on the record.

(3)

Represents the reasonable exercise of discretion granted by law to the City Council.

B.

If the Court finds the record of the City Council inadequate to make the review required by this section, or that there is additional evidence which is material and was not presented to the City Council, the Court shall order further proceedings before the City Council. The City Council may modify its findings and decision as a result of the new proceedings, or it may affirm its original decision. The supplementary record and decisions shall be filed with the Court.

C.

As a result of the review required by this section, the Court may affirm, reverse or modify the decision of City Council.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Land Division Request for 111 Borchert Park, Parcel #49-01527-002.
Citizens Planning Commission Case #S 10-001. Applicant: Port of Monroe

DISCUSSION:

The Port of Monroe has initiated a request for a land division of Parcel #49-01527-002, which is commonly referred to as the Port of Monroe Industrial Park East. The request proposes splitting the parcel, approximately 297 acres, into one parcel that will be approximately 38 acres and a larger parcel of 259 acres. The smaller parcel will be the location of the Ventower Industries, LLC plant and the larger parcel will be the remainder of the parent parcel. The larger parcel will continue to be marketed as a potential space for new industrial use. The result of the proposed division is detailed in the included survey drawing.

On May 3, 2010, the Planning Office presented its analysis of the request to the Citizens Planning Commission (see attached) and recommended approval. Following presentation of the staff analysis and a public hearing, the Planning Commission voted unanimously to approve the request and forward its recommendation to City Council.

IT IS THEREFORE RECOMMENDED by the Citizens Planning Commission in concurrence with the Planning Office that City Council approve this land division.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: Immediately

REASON FOR DEADLINE: In order to facilitate development as soon as possible.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Planning and Recreation

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Planning, Building, Assessing, Port of Monroe

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
			\$
	<u>Other Funds</u>	Community Development Block Grant	\$

Budget Approval: _____

FACT SHEET PREPARED BY: Matt Wallace, City Planner 

DATE: May 11, 2010

REVIEWED BY: Jeffrey Green, AICP, Director of Planning and Recreation 

DATE: May 11, 2010

COUNCIL MEETING DATE: May 17, 2010

Citizens Planning Commission Staff Report

Date: April 26, 2010
Case: S 10 – 001
Request for Land Division
Site Location: Borchert Park Drive (Port of Monroe property East of I-75)
Parcels: #49-01527-002
Applicant: Port of Monroe
2929 East Front Street
Monroe, Michigan 48161

REQUEST

The applicant is requesting a land division of parcel #49-01527-002, commonly known as the Port of Monroe Industrial Park East. This property is located east of Interstate 75 and south of East Front Street.

The application proposes dividing the property-in-question, which is approximately 297 acres, into two parcels. The proposed land division will result in one parcel approximately 38 acres and another that is 259 acres. The smaller parcel will be the location of the Ventower™ Industries, LLC plant with the larger parcel open for future development. A boundary survey and legal description for each of the parcels was prepared by Johnson and Anderson and are attached with this report.

EXISTING LAND USE

This property is owned by the Port of Monroe and has been marketed by the Port as vacant industrial property since taking ownership.

Land use in the surrounding area is either industrial or vacant property intended for industrial uses. Gerdau-MacSteel and the Detroit Edison plant are east of this property, to the north an assortment of industrial uses which make use of the port and the River Raisin; and West of I-75 is additional industrial property owned by the Port of Monroe.

CURRENT ZONING

The subject parcels, as well as the surrounding area, are within an I-2, General Industrial District.

FUTURE LAND USE

The City of Monroe Comprehensive Plan and Future Land Use Map identify the subject parcel and the adjacent properties as *Heavy Industrial*.

DEPARTMENT REVIEWS / REVIEW CRITERIA

Section 1269.14 of the City of Monroe Planning and Zoning Code states that "no parcel or lot division shall be made which results in a parcel or lot being in nonconformance with any provision of this Zoning Code or in violation of the Subdivision Regulations."

As both the existing parcel and the resulting parcels are, and will continue to be, zoned I-2 there are no minimum lot widths or areas for either parcel (Section 1263.23 of the Zoning Code). Since the resulting parcels will both have frontage on a public or private street right-of-way, as required by 1269.17, it appears the proposed division is compliant with Section 1269.14.

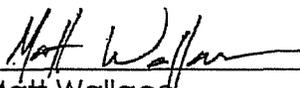
Assessing, Building, Engineering, Fire, Fire, Police, Public Services, Water & Utilities, and Wastewater have reviewed this request and have found the following:

The Water & Utilities Department requested that all easements (sanitary sewer and proposed water main) be shown and called out on each of the documents submitted.

The other reviewing departments had no comments related to the proposed land reconfiguration.

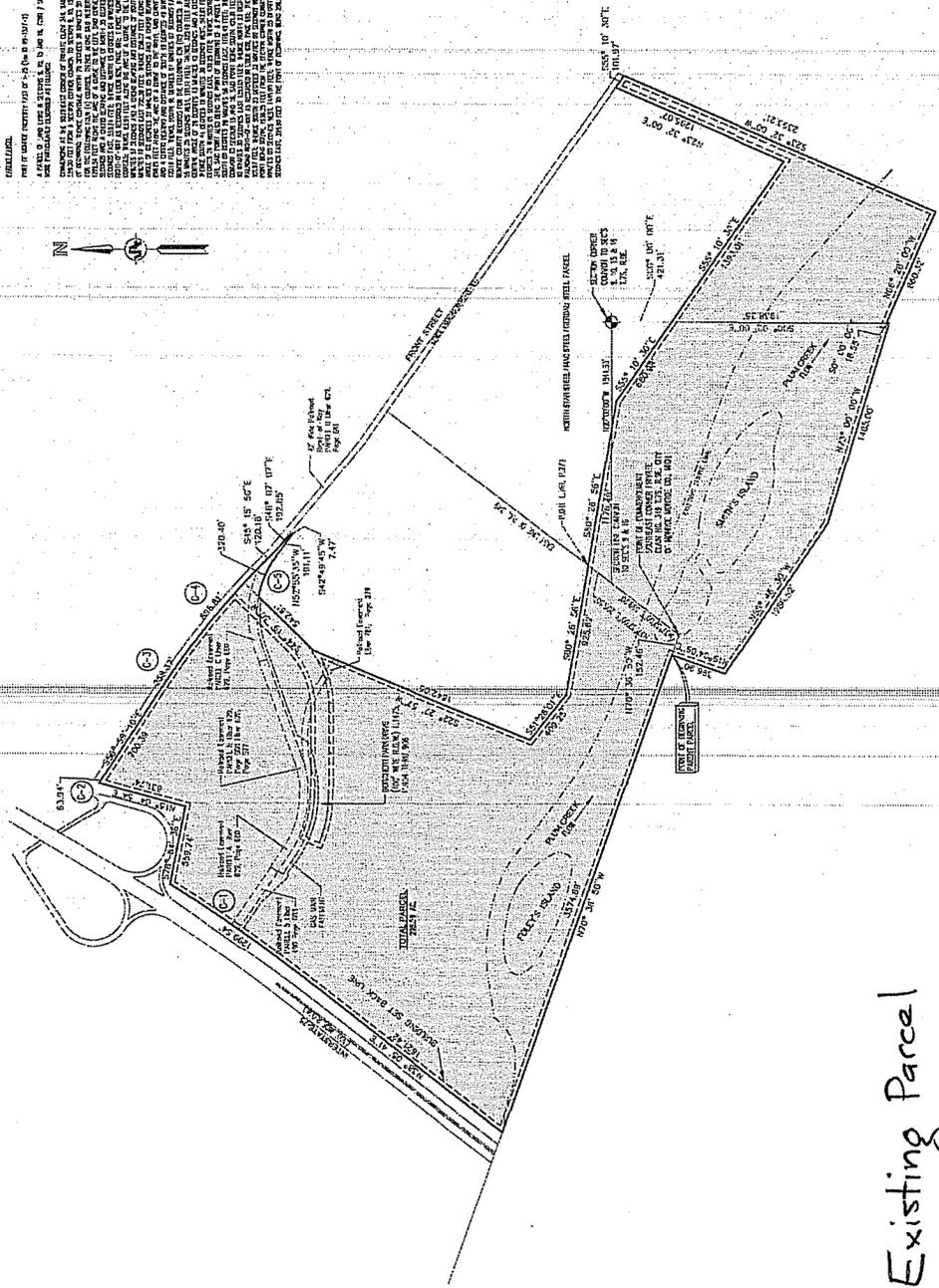
As a result of these findings, the Planning Office recommends that the Citizens Planning Commission approves Land Division Case# S10-001 as described in the application.

Submitted: 26 April 2010



Matt Wallace
Planner I

CONSTRUCTION:
 1. ALL DIMENSIONS ARE TO BE TAKEN AS SHOWN ON THIS PLAN.
 2. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR FROM THE CORNER OF THE LOT, UNLESS OTHERWISE SPECIFIED.
 3. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR FROM THE CORNER OF THE LOT, UNLESS OTHERWISE SPECIFIED.
 4. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR FROM THE CORNER OF THE LOT, UNLESS OTHERWISE SPECIFIED.
 5. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR FROM THE CORNER OF THE LOT, UNLESS OTHERWISE SPECIFIED.
 6. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR FROM THE CORNER OF THE LOT, UNLESS OTHERWISE SPECIFIED.
 7. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR FROM THE CORNER OF THE LOT, UNLESS OTHERWISE SPECIFIED.
 8. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR FROM THE CORNER OF THE LOT, UNLESS OTHERWISE SPECIFIED.
 9. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR FROM THE CORNER OF THE LOT, UNLESS OTHERWISE SPECIFIED.
 10. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR FROM THE CORNER OF THE LOT, UNLESS OTHERWISE SPECIFIED.



CURVE DATA

- Circle 1: Radius 100.00', Chord Length 100.00', Chord Bearing 90° 00' 00" N
- Circle 2: Radius 100.00', Chord Length 100.00', Chord Bearing 90° 00' 00" N
- Circle 3: Radius 100.00', Chord Length 100.00', Chord Bearing 90° 00' 00" N
- Circle 4: Radius 100.00', Chord Length 100.00', Chord Bearing 90° 00' 00" N
- Circle 5: Radius 100.00', Chord Length 100.00', Chord Bearing 90° 00' 00" N
- Circle 6: Radius 100.00', Chord Length 100.00', Chord Bearing 90° 00' 00" N
- Circle 7: Radius 100.00', Chord Length 100.00', Chord Bearing 90° 00' 00" N
- Circle 8: Radius 100.00', Chord Length 100.00', Chord Bearing 90° 00' 00" N
- Circle 9: Radius 100.00', Chord Length 100.00', Chord Bearing 90° 00' 00" N
- Circle 10: Radius 100.00', Chord Length 100.00', Chord Bearing 90° 00' 00" N

Existing Parcel



SCALE: 1" = 50'

DATE: 12/31/2023

SHEET NO. 1 OF 3

LAND DIVISION EXHIBIT
PARENT PARCEL

PORT OF MONROE
 200 EAST MONROE STREET
 MONROE, LOUISIANA 70134-1484

Johnson & Anderson
 1000 Poydras Street, Suite 2000
 New Orleans, Louisiana 70112
 Phone: (504) 581-1234
 Fax: (504) 581-5678
 Email: info@jaanderson.com
 Website: www.jaanderson.com

NO.	DATE	DESCRIPTION	BY	DATE

THIS PLAN IS A REVISION OF THE PLAN OF THE LAND DIVISION, WHICH WAS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF MICHIGAN, ON THE 15TH DAY OF APRIL, 1961, UNDER THE TITLE OF "LAND DIVISION EXHIBIT".

THE REVISIONS MADE IN THIS PLAN ARE AS FOLLOWS:

1. THE CORNER OF THE PARCEL SHOWN ON THE PLAN IS NOW CORNER OF THE LAND DIVISION, WHICH WAS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF MICHIGAN, ON THE 15TH DAY OF APRIL, 1961, UNDER THE TITLE OF "LAND DIVISION EXHIBIT".

2. THE CORNER OF THE PARCEL SHOWN ON THE PLAN IS NOW CORNER OF THE LAND DIVISION, WHICH WAS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF MICHIGAN, ON THE 15TH DAY OF APRIL, 1961, UNDER THE TITLE OF "LAND DIVISION EXHIBIT".

3. THE CORNER OF THE PARCEL SHOWN ON THE PLAN IS NOW CORNER OF THE LAND DIVISION, WHICH WAS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF MICHIGAN, ON THE 15TH DAY OF APRIL, 1961, UNDER THE TITLE OF "LAND DIVISION EXHIBIT".

4. THE CORNER OF THE PARCEL SHOWN ON THE PLAN IS NOW CORNER OF THE LAND DIVISION, WHICH WAS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF MICHIGAN, ON THE 15TH DAY OF APRIL, 1961, UNDER THE TITLE OF "LAND DIVISION EXHIBIT".

5. THE CORNER OF THE PARCEL SHOWN ON THE PLAN IS NOW CORNER OF THE LAND DIVISION, WHICH WAS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF MICHIGAN, ON THE 15TH DAY OF APRIL, 1961, UNDER THE TITLE OF "LAND DIVISION EXHIBIT".

6. THE CORNER OF THE PARCEL SHOWN ON THE PLAN IS NOW CORNER OF THE LAND DIVISION, WHICH WAS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF MICHIGAN, ON THE 15TH DAY OF APRIL, 1961, UNDER THE TITLE OF "LAND DIVISION EXHIBIT".

7. THE CORNER OF THE PARCEL SHOWN ON THE PLAN IS NOW CORNER OF THE LAND DIVISION, WHICH WAS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF MICHIGAN, ON THE 15TH DAY OF APRIL, 1961, UNDER THE TITLE OF "LAND DIVISION EXHIBIT".

8. THE CORNER OF THE PARCEL SHOWN ON THE PLAN IS NOW CORNER OF THE LAND DIVISION, WHICH WAS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF MICHIGAN, ON THE 15TH DAY OF APRIL, 1961, UNDER THE TITLE OF "LAND DIVISION EXHIBIT".

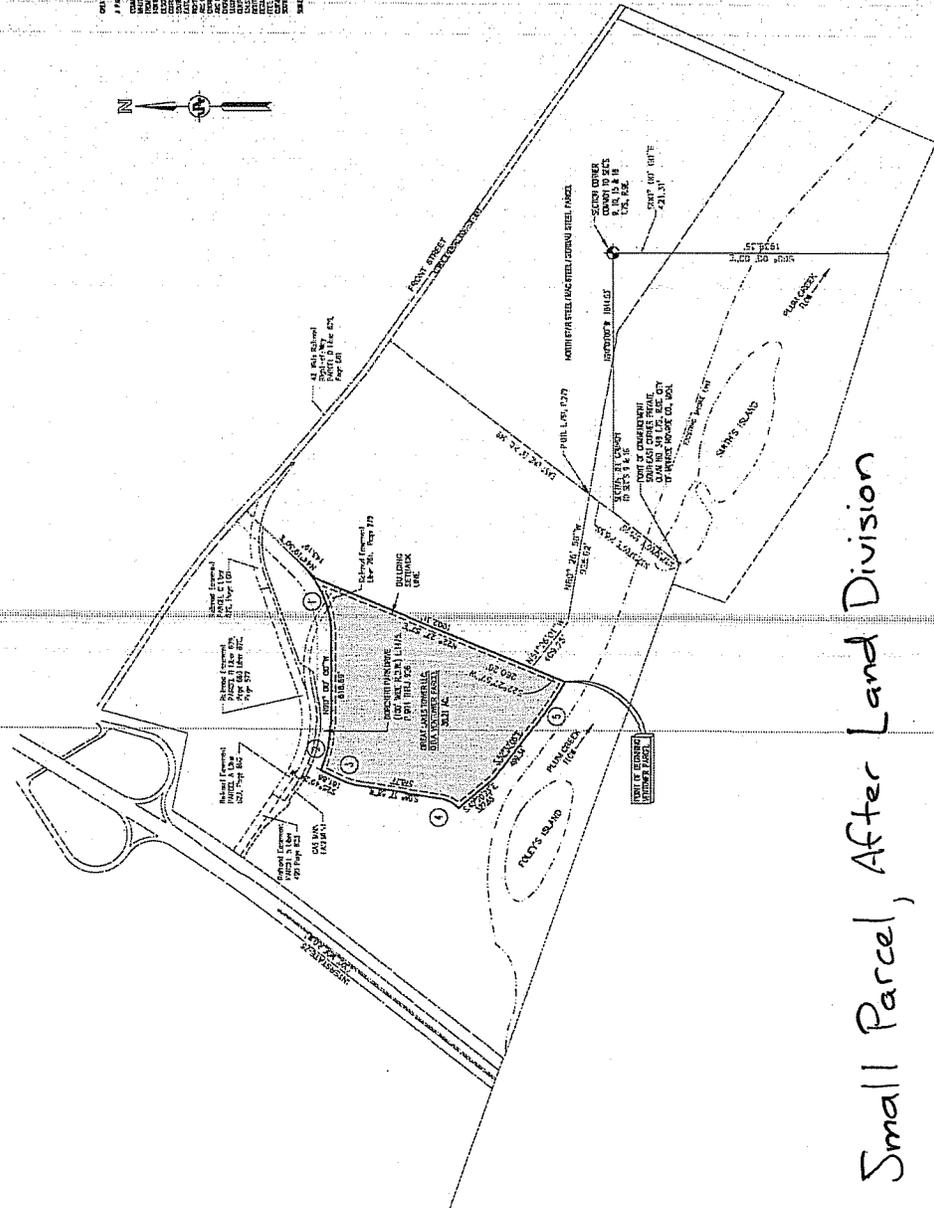
9. THE CORNER OF THE PARCEL SHOWN ON THE PLAN IS NOW CORNER OF THE LAND DIVISION, WHICH WAS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF MICHIGAN, ON THE 15TH DAY OF APRIL, 1961, UNDER THE TITLE OF "LAND DIVISION EXHIBIT".

10. THE CORNER OF THE PARCEL SHOWN ON THE PLAN IS NOW CORNER OF THE LAND DIVISION, WHICH WAS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF MICHIGAN, ON THE 15TH DAY OF APRIL, 1961, UNDER THE TITLE OF "LAND DIVISION EXHIBIT".

SECTION 17 (MICHIGAN, SECTION 17)

CURVE DATA

- 1. Station = 2011.17
- 2. Station = 2011.17
- 3. Station = 2011.17
- 4. Station = 2011.17
- 5. Station = 2011.17
- 6. Station = 2011.17
- 7. Station = 2011.17
- 8. Station = 2011.17
- 9. Station = 2011.17
- 10. Station = 2011.17
- 11. Station = 2011.17
- 12. Station = 2011.17
- 13. Station = 2011.17
- 14. Station = 2011.17
- 15. Station = 2011.17
- 16. Station = 2011.17
- 17. Station = 2011.17
- 18. Station = 2011.17
- 19. Station = 2011.17
- 20. Station = 2011.17



Small Parcel, After Land Division



SCALE: 1" = 100'

LAND DIVISION EXHIBIT
GREAT LAKES TOWER L.L.C. D.B.A. VENTOWER
PARCEL

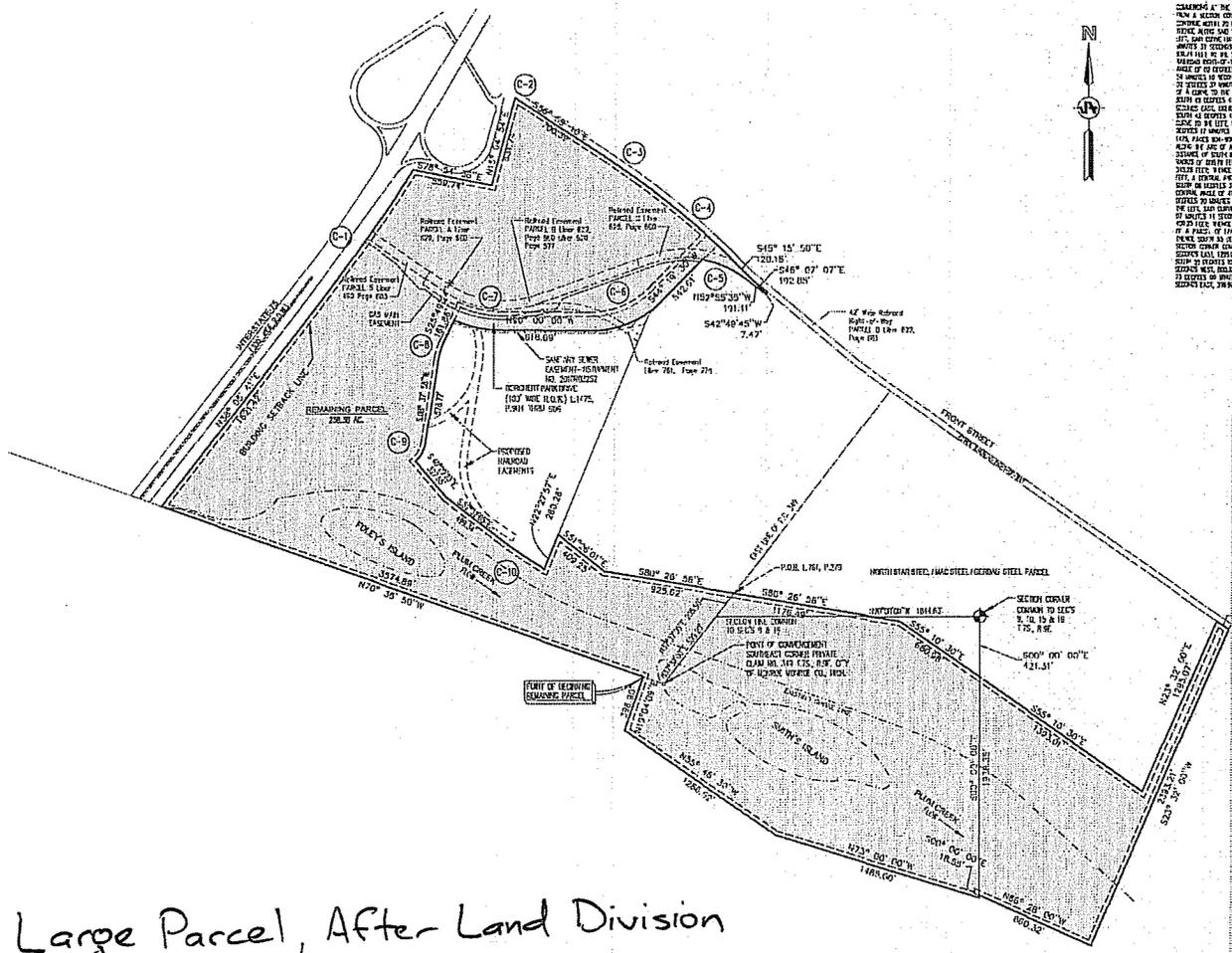
PORT OF MONROE
237 EAST FRONT STREET
MUNICIPAL, MICHIGAN 48105-0505

J. Johnson & Anderson
Surveyors & Engineers
140 EAST STATE STREET, SUITE 200
ANN ARBOR, MICHIGAN 48106-1400

DATE	BY	REVISION/CHANGE	DATE	BY	REVISION/CHANGE	DATE

6 PARTS OF LAND DIVISION IN RECORDS 4, 10, 15 AND 16, BOOK 7 PLATS, RANGE 1 EAST, AND PRIVATE CLAUSE NO. 1077 OF MONROE, MICHIGAN, AND HAVE NECESSARILY BEEN MADE AS SHOWN.

CLAIMING AT THE SOUTHWEST CORNER OF PRIVATE CLAUSE NO. 1077 FROM THE POINT OF BEGINNING TO THE POINT OF BEGINNING OF RECORDS 4, 10, 15 AND 16, BOOK 7 PLATS, RANGE 1 EAST, AND PRIVATE CLAUSE NO. 1077 OF MONROE, MICHIGAN, AND HAVE NECESSARILY BEEN MADE AS SHOWN.



ZONE 1-2 (GENERAL INDUSTRIAL)

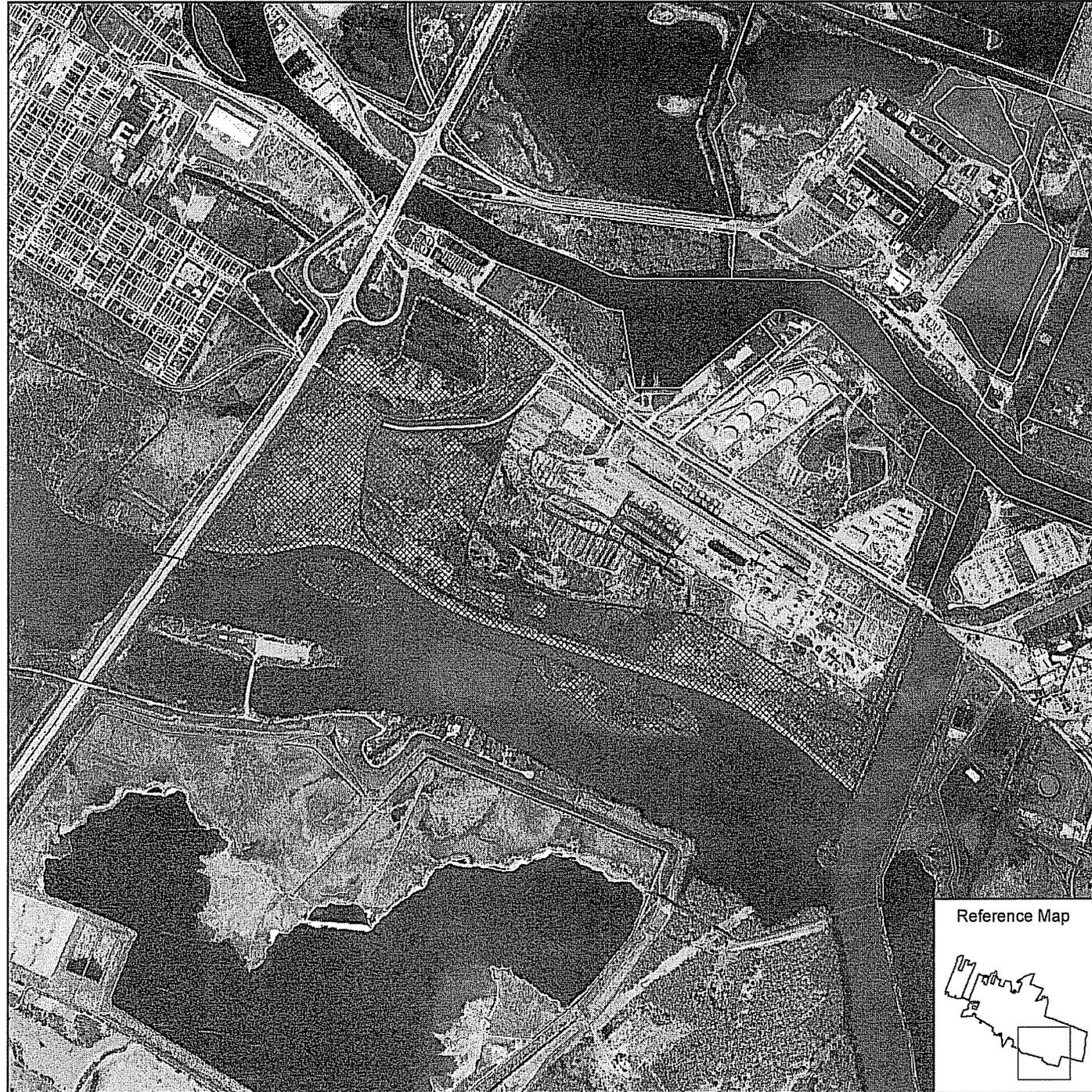
FRONT SETBACK	30 FEET
REAR SETBACK	30 FEET

CURVE DATA

- (C-1) Curve 110221'7"
Arc Length = 1201.47'
Delta = 95° 34' 05"
Delta Bearing = 113° 27' 18"E
- (C-2) Curve 11422'7"
Arc Length = 1331'
Delta = 95° 34' 05"
Delta Bearing = 113° 27' 18"E
- (C-3) Curve 121541'7"
Arc Length = 1331'
Delta = 95° 34' 05"
Delta Bearing = 113° 27' 18"E
- (C-4) Curve 121541'7"
Arc Length = 1331'
Delta = 95° 34' 05"
Delta Bearing = 113° 27' 18"E
- (C-5) Curve 121541'7"
Arc Length = 1331'
Delta = 95° 34' 05"
Delta Bearing = 113° 27' 18"E
- (C-6) Curve 121541'7"
Arc Length = 1331'
Delta = 95° 34' 05"
Delta Bearing = 113° 27' 18"E
- (C-7) Curve 121541'7"
Arc Length = 1331'
Delta = 95° 34' 05"
Delta Bearing = 113° 27' 18"E
- (C-8) Curve 121541'7"
Arc Length = 1331'
Delta = 95° 34' 05"
Delta Bearing = 113° 27' 18"E
- (C-9) Curve 121541'7"
Arc Length = 1331'
Delta = 95° 34' 05"
Delta Bearing = 113° 27' 18"E
- (C-10) Curve 121541'7"
Arc Length = 1331'
Delta = 95° 34' 05"
Delta Bearing = 113° 27' 18"E

Large Parcel, After Land Division





City of Monroe CivicSight Map

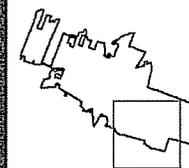
MAP LEGEND:

 CITY LIMITS

 PARCELS

MONROE_COUNTY 2005 (Image)

Reference Map



Map Scale: 1 inch = 1523 feet

Map Date: 5/11/2010

Data Date: November 24, 2009

Sources: City of Monroe, River's Edge GIS, LLC.



Disclaimer:
DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. The user acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by the User, its employees or agents, or third parties which arise out of the User's access or use of data provided.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Resolution Vacating 1889 Water Main Easement

DISCUSSION: As the Port of Monroe prepares documents to convey title of properties associated with the River Raisin Battlefield to the United States of America, legal counsel for the Port has forwarded a request by the National Park Service asking that a certain water main easement traversing that portion of the battlefield lying east of the Grand Trunk Railroad, north of E. Elm Avenue, south of Mason Run, and west of PC 81 be vacated (see attached map identified as "Exhibit D"). The water main associated with the easement in question was terminated in 2007 as part of the battlefield remediation.

The departments of Water and Wastewater Utilities, Engineering, Planning, as well as the City's legal counsel, have reviewed the request and have no objections. Therefore, the Planning Office would recommend approval of the request; adoption of the attached resolution prepared by Thomas Russow, attorney for the Port of Monroe; authorization for the Mayor and Clerk to sign any additional documents that may be necessary to effectuate the vacation; and recordation of said resolution at the Monroe County Register of Deeds Office.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: May 17, 2010

REASON FOR DEADLINE: To facilitate conveyance of the River Raisin Battlefield to the United States of America

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: The National Park Service, the Port of Monroe, Water & Wastewater Utilities, Engineering, and Planning

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: The River Raisin Battlefield National Park

FINANCES

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

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

Budget Approval: _____

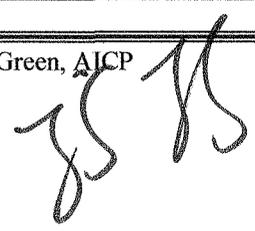
FACT SHEET PREPARED BY: Jeffrey Green, AICP

DATE: 5.12.10

REVIEWED BY: Jeffrey Green, AICP

DATE: 5.12.10

COUNCIL MEETING DATE: 5.17.10



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RESOLUTION VACATING A PORTION OF
A CERTAIN WATERLINE EASEMENT

Whereas, the City of Monroe holds a certain utility easement over several parcels of land for purposes of a waterline, the exact location of which is not specifically described, said easement being recorded in Liber 118, Pages 331-332, dated July 10, 1889, a copy of which is attached as Exhibit A and restated in Exhibit B; and

Whereas, a portion of the Exhibit A easement area lies within the parcel of land described in Exhibit C; and

Whereas, the portion of the waterline constructed within said easement area located within the Exhibit C parcel has been abandoned and replaced by waterlines located in other easements; and

Whereas, that portion of said easement located within the Exhibit C parcel where the waterline has been abandoned is no longer needed by the City of Monroe for waterline purposes; and

Whereas, the Exhibit C parcel is proposed to be conveyed to The United States of America for the National Park Service to establish the River Raisin National Battlefield Park; and

Whereas, it appears to be in the best interests of the City and the River Raisin National Battlefield Park that the portion of the previously abandoned waterline situated in the easement area described in Exhibit A and located in the Exhibit C parcel be vacated to facilitate future development of said Battlefield Park; and

Whereas, the relative position of the portion of said easement to be vacated is depicted in Exhibit D.

NOW, THEREFORE, THEREFORE BE IT RESOLVED that the City of Monroe does hereby vacate and abandon that portion of the easement described in Exhibit A that lies within the parcel of land described in Exhibit C.

1 Prepared by: Thomas P. Russow
2 111 S. Macomb St.
3 Monroe, MI 48161
4 734-735-7648
5

6 When recorder return to:
7 City of Monroe Clerk's Office
8 120 East First Street
9 Monroe MI, 48161

signed, sealed, and approved in presence of
Sec. Wm. Gause.

J. J. Colburn.

Joseph Lacroix

(Seal)

Ruth B. Lacroix

(Seal)

State of Michigan }
County of Monroe } ss.

Before me, a Notary Public
in and for said County, this 26th day of February
1889, personally came Joseph Lacroix and Ruth
B. Lacroix, his wife, known to me to be the
grantors named in and who executed the within
and foregoing deed and acknowledged the
execution of the said Deed.

J. J. Colburn.

Notary Public

Monroe County, Michy

Deed.
Louis Dubois.

To

The Monroe Water Company.
Received for record
this 10th day of July
A. D. 1889, at 8^{1/2} o'
clock A. M.

J. Geo. Brown.
Register.

In consideration of the receipt
of One Dollar and other
valuable considerations, further
payment of all actual damages
sustained, to be ascertained
and paid as hereinafter set
forth, I, Louis Dubois of
the City of Monroe, Monroe
County, Michigan, hereby give
grant, bargain and confirm
to ~~The Monroe Water~~

~~Company~~, of the City of Monroe, County and
State aforesaid, the right and privilege, after the
15th day of August next, to enter, by the most
convenient route, from the highway, over my land,
hereinafter described, for the following purposes,
namely: To dig a trench to lay water pipe thereon,
and properly cover the same, and, at all times
thereafter to examine and repair the same, if
necessary; and, in the exercise of such right and
privilege the right to freely pass and repass by
its employees, wagons, teams, &c., and to deposit
and leave on the line of such trench water pipe
and the tools, materials &c. necessary to be used until
the said pipe can be properly covered.

In case of actual damage claimed, or suffered by
me, and said Company, and I can not agree and
settle the same, each of us agrees on demand of the
other, to choose a man, and they two shall settle
such matter of difference; if such two men can
not agree, they shall choose a third man, and the
award of any two shall be binding, and said
Company agrees to pay any sum awarded for
such damage, within 30 days after receipt of such
award, in writing and signed by two arbitrators.

The said premises are described as follows, viz:

Through and across private land - claim No. 96. 68

82, 80 and the west part of No. 89 on the North side of River Raisin. In witness whereof I have hereunto set my hand and seal this 25th day of June, in the year One thousand eight hundred and eighty nine.

signed, sealed, and delivered in presence of
 Louis Dubois (Seal)
 S. M. Bartlett.

State of Michigan
 County of Monroe
 On this 9th day of July, in the year, one thousand eight hundred and eighty nine, before me, The Subscriber, a Notary Public in and for said County, personally appeared Louis Dubois known to me to be the same persons described in and who executed the within and foregoing instrument who acknowledged the same to be his free act and deed.

S. M. Bartlett, Notary Public.

Deed.
 Louis Lafontaine &
 Sarah E. Lafontaine
 To
 The Monroe Water
 Company.
 Received for record
 this 10th day of July
 A. D. 1889 at 8th & 1/2
 A. M.
 J. Geo. Brown,
 Register.

In consideration of the receipt of Fifty Dollars and the further payment of all actual damages sustained to be ascertained and paid as herein after set forth. We Louis Lafontaine & Sarah E. Lafontaine, of the City of Detroit Wayne County, Michigan hereby give, grant, bargain and confirm to The Monroe Water Company, of the City of Monroe County and State aforesaid, their right and privilege, after the first day of July next, to enter by the

most convenient route from the highway, on my land, hereinafter described, for the following purposes, namely: To dig a trench, to lay water pipe therein, and properly cover the same, and at all times thereafter to examine and repair the same, if necessary, and in the exercise of such right and privilege, the right to freely pass and repass by the employees, wagons, teams, &c., and to deposit and leave on the line of such trench, water pipe and the tools, materials &c. necessary to be used, until the said pipe can be properly covered. In case of actual damage claimed, or suffered by us, and said Company and I can not agree and settle the same, each of us agree, or demand of the other, to choose a man, and they two shall settle such matter of difference; if such two men can not agree, they shall choose a third man, and the award of any two shall be binding, and said Company agrees to pay any sum awarded for such damages, within 60 days after receipt of such award in writing and signed by two arbitrators. — The said premises are described as follows, viz: Through the south end of Private Claim 67, with of Paris

EXHIBIT B

Louis Dubois of the
City of Monroe, Mon-
roe County, Michigan,

To

"The Monroe Water Com-
pany", of the City of
Monroe, County and State
aforesaid.

Deed dated June 25th. 1889 Recorded
July 10th. 1889 in Liber 118 Folio
331-2. \$1.00 etc. further payment
of all actual damages, sustained, to
to be ascertained and paid as herein-
after set forth. I, Louis Dubois of
the City of Monroe, Monroe County,

Michigan hereby give grant, bargain and confirm to "The Monroe Water Com-
pany", of the City of Monroe, County and State aforesaid, the right and
privilege, after the 15th. day of August next, to enter, by the most con-
venient route from the highway, on my land, hereinafter described, for the
following purposes, namely: To dig a trench, to lay water pipe therein,
and properly cover the same, and at all times thereafter to examine and
repair the same, if necessary; and in the exercise of such right and pri-
vilege the right to freely pass and repass by its employees, wagons, teams,
&c., and to deposit and leave on the line of such trench water pipe and the
tools materials &c. necessary to be used the said pipe can be properly
covered.

In case of actual damage, claimed, or suffered by me, and said Company
and I can not agree and settle the same, each of us agrees on demand of the
other, to choose a man, and they two shall settle such matter of difference;
if such two men can not agree, they shall choose a third man, and the
award of any two shall be binding, and said Company agrees to pay any sum
awarded for such damages, within 30 days after receipt of such award, in
writing and signed by two arbitrators .

The said premises are described as follows, viz:

Through and across private land Claims Nos. 96, 684, 82, 80 and the
west part of No. 87 on the North side of River Raisin.

LA
OO

Two Witnesses.

Louis Dubois (Seal).

Acknowledged July 9th. 1889 before S. M. Bartlett, Notary Public,
Monroe County, Michigan.

3
LONDON ABSTRACT COMPANY

EXHIBIT 'A'

EXHIBIT C for
Vacation Resolution

COMBINED DESCRIPTION 1812 BATTLEFIELD

A PARCEL OF LAND SITUATED IN THE CITY OF MONROE, MONROE COUNTY, MICHIGAN, BEING A PART OF PRIVATE CLAIMS 64, 81, 96, 214 AND 236 DESCRIBED AS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF ELM AVENUE AND THE WESTERLY RIGHT-OF-WAY LINE OF DETROIT AVENUE, MONUMENTED BY A FOUND 1/2" IRON ROD. SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF ELM AVENUE THE FOLLOWING THREE (3) COURSES: (1) NORTH 42 DEGREES 30 MINUTES 50 SECONDS WEST, 93.71 FEET AND (2) NORTH 39 DEGREES 39 MINUTES 03 SECONDS WEST, 722.92 FEET TO A FOUND 1/2" IRON ROD AND (3) NORTH 32 DEGREES 33 MINUTES 04 SECONDS WEST, 79.60 FEET TO A FOUND PINCHED PIPE; THENCE NORTH 57 DEGREES 26 MINUTES 32 SECONDS EAST, 92.00 FEET; THENCE NORTH 32 DEGREES 33 MINUTES 04 SECONDS WEST, 399.30 FEET TO A FOUND 1/2" IRON ROD; THENCE SOUTH 57 DEGREES 26 MINUTES 32 SECONDS WEST, 92.00 FEET TO A FOUND PINCHED PIPE ON THE NORTHERLY RIGHT-OF-WAY LINE OF ELM AVENUE, THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF ELM AVENUE THREE (3) COURSES: (1) NORTH 32 DEGREES 33 MINUTES 04 SECONDS WEST, 146.09 FEET AND (2) NORTH 53 DEGREES 45 MINUTES 29 SECONDS WEST, 226.06 FEET AND (3) NORTH 69 DEGREES 27 MINUTES 00 SECONDS WEST, 69.98 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE GRAND TRUNK WESTERN RAILROAD; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID GRAND TRUNK WESTERN RAILROAD THE FOLLOWING FIVE (5) COURSES: (1) NORTH 21 DEGREES 24 MINUTES 05 SECONDS EAST, 84.34 FEET TO A FOUND 1" DIAMETER PIPE AND (2) NORTH 31 DEGREES 54 MINUTES 43 SECONDS EAST, 567.33 FEET TO A POINT OF CURVATURE AND A FOUND PINCHED PIPE AND (3) ALONG A CURVE TO THE RIGHT 107.17 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 10 DEGREES 43 MINUTES 01 SECONDS, RADIUS OF 572.96 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 37 DEGREES 16 MINUTES 14 SECONDS EAST, 107.01 FEET TO A POINT OF REVERSE CURVATURE AND A FOUND 1/2" IRON ROD WITH CAP NUMBER 19474 AND (4) ALONG A CURVE TO THE LEFT 107.17 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 10 DEGREES 43 MINUTES 01 SECONDS, RADIUS OF 572.96 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 37 DEGREES 16 MINUTES 14 SECONDS EAST, 107.01 FEET AND (5) NORTH 31 DEGREES 54 MINUTES 43 SECONDS EAST, 67.75 FEET TO A POINT ON THE NORTH LINE OF A DRAINAGE EASEMENT FOR THE MASON RUN DRAIN, AS RECORDED IN LIBER 3126, PAGE 428, MONROE COUNTY RECORDS; THENCE ALONG THE NORTH LINE OF SAID DRAINAGE EASEMENT FOR THE MASON RUN DRAIN THE FOLLOWING TWO (2) COURSES: (1) SOUTH 62 DEGREES 44 MINUTES 45 SECONDS EAST, 368.79 FEET AND (2) SOUTH 78 DEGREES 44 MINUTES 45 SECONDS EAST, 438.81 FEET TO A POINT ON THE WESTERLY LINE OF "HARBOR VIEW SUBDIVISION", AS RECORDED IN LIBER 6 OF PLATS, PAGE 39; THENCE ALONG SAID WESTERLY LINE OF "HARBOR VIEW SUBDIVISION" SOUTH 21 DEGREES 42 MINUTES 11 SECONDS WEST, 72.45 FEET TO A FOUND 1/2" IRON ROD WITH CAP NUMBER 19474, SAID POINT BEING ON THE SOUTHERLY LINE OF "HARBOR VIEW SUBDIVISION"; THENCE ALONG SAID SOUTHERLY LINE OF "HARBOR VIEW SUBDIVISION" THE FOLLOWING THREE (3) COURSES: (1) SOUTH 72 DEGREES 17 MINUTES 49 SECONDS EAST, 279.18 FEET AND (2) SOUTH 68 DEGREES 25 MINUTES 49 SECONDS EAST, 159.34 FEET AND (3) SOUTH 49 DEGREES 28 MINUTES 49 SECONDS EAST, 111.93 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF DETROIT AVENUE; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF DETROIT AVENUE THE FOLLOWING THREE (3) COURSES: (1) SOUTH 21 DEGREES 36 MINUTES 13 SECONDS WEST, 962.83 FEET TO A FOUND 1/2" IRON ROD WITH CAP NO. 19474 AND (2) SOUTH 21 DEGREES 36 MINUTES 13 SECONDS WEST, 234.92 FEET TO A FOUND 1/2" IRON ROD WITH CAP NO. 19474 AND (3) SOUTH 21 DEGREES 36 MINUTES 13 SECONDS WEST, 480.77 FEET TO A FOUND 1/2" IRON ROD, SAID POINT BEING THE POINT OF BEGINNING.

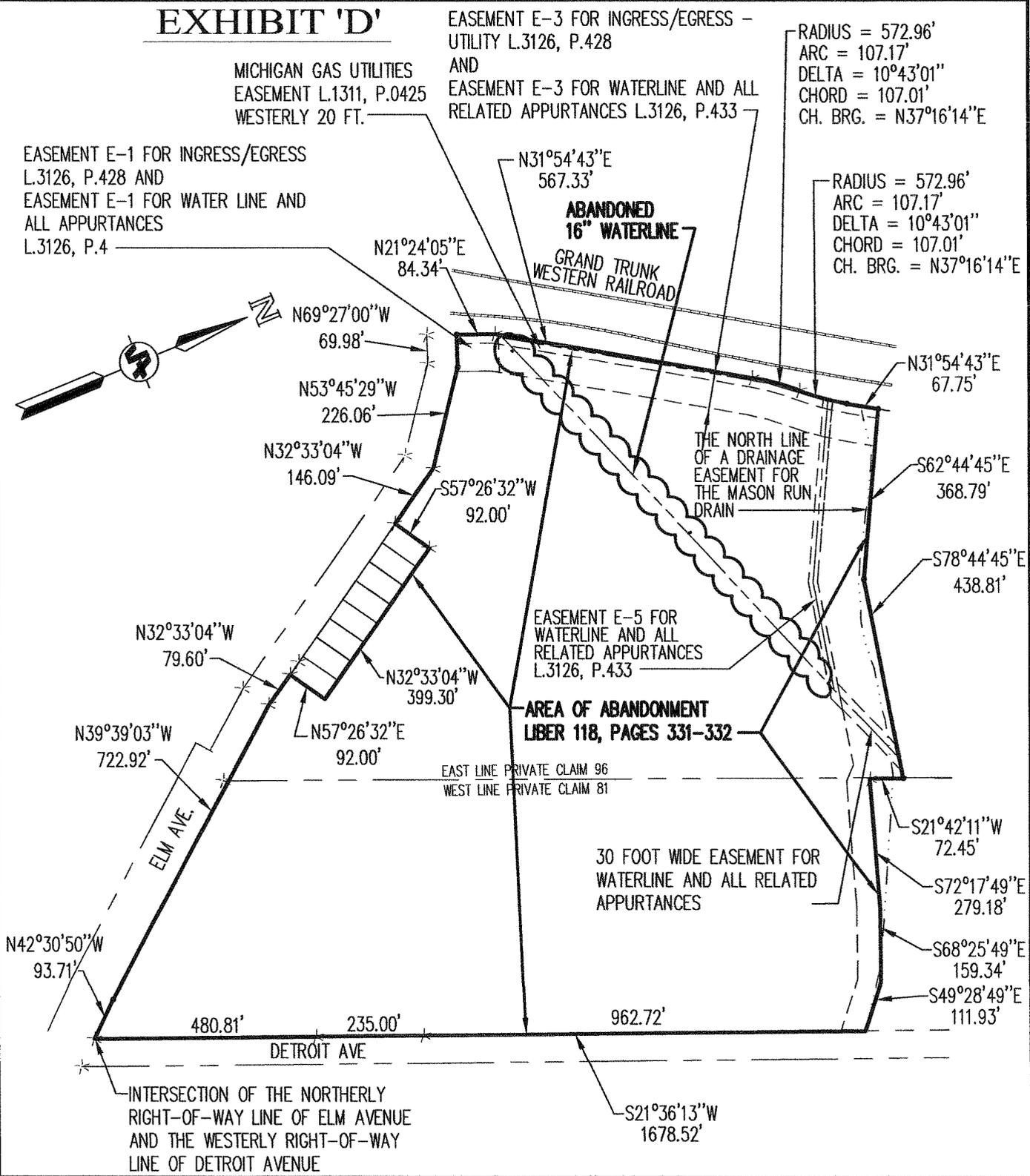
CONTAINING 42.1881 ACRES, MORE OR LESS.

SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS-OF-WAY, RECORDED OR OTHERWISE.

May 10, 2010 Layout = Altg. 'A' (2)
L:\0-Part of Monroe\16596 River Raisin Battlefield.dwg\16596-tp1-2010-A NPS.dwg

DESIGN ENGINEER:	PROJECT SPONSOR:	SCALE:	VERT. HORZ. N/A
 Johnson & Anderson, Inc. CONSULTING ENGINEERS 4494 ELIZABETH LAKE ROAD WATERFORD, MICHIGAN 48328 (248) 681-7800 (248) 681-2660 (FAX)	1812 Battlefield Site		JOB NO. 16596
	DESIGN:	CHECKED:	DATE ISSUED 05/10/10
		TWW	DRAWN: rdl

EXHIBIT 'D'



May 12, 2010 Layout = 20' WM Abandonment sht-1 L:\0-Port of Monroe\16596 River Raisin Battlefield\dwg\16596-Exhibits.dwg

DESIGN ENGINEER: PROJECT SPONSOR: SCALE: VERT. 1" = 300'
 HORZ.

 <p>Johnson & Anderson, Inc. CONSULTING ENGINEERS 4494 ELIZABETH LAKE ROAD WATERFORD, MICHIGAN 48328 (248) 681-7800 (248) 681-2660 (FAX)</p>	<p>PORT OF MONROE 2929 E. FRONT STREET MONROE, MICHIGAN 48161</p>		JOB NO. 16596
	DESIGN:	CHECKED: TWW	DRAWN: rdl
	DATE ISSUED: 05-11-10		
SHEET NO.			