
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, JULY 19, 2010**

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. PRESENTATION.

Presentation by Mark Buis, Gabriel, Roeder, Smith of the December 31, 2008 Retire Healthcare Actuarial Valuation.

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

A. Approval of the Minutes of the Special Meeting held on Tuesday, June 29, 2010, the Minutes of the Work Session held on Tuesday, June 29, 2010, the Minutes of the Regular Meeting held on Tuesday, July 6, 2010 and the Minutes of the Work Session held on Tuesday, July 6, 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.

148 Scottwood Avenue Block Party.

1. Communication from the City Manager's Office, reporting back on a request from Maureen Quinn on behalf of the residents of Scottwood Avenue for permission to hold their annual block party on July 31, 2010 and to close the 500 block of Scottwood Avenue from 1:00 p.m. – 11:00 p.m., and recommending that Council approve the request contingent upon items being met as outlined by the administration, subject to no additional overtime or other costs to the city, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

149 Monroe County Farm Bureau Banner Request.

1. Communication from the City Manager's Office, reporting back on a request from the Monroe County Farm Bureau for permission to display a banner across Monroe Street from March 7-28, 2011, and recommending that Council approve the request.

2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 150 Appointments – Proposed Resolution.
1. Communication from the Mayor’s Office, submitting a proposed Resolution for appointments to various boards, commissions and committees, and recommending that the proposed Resolution be adopted.
 2. Supporting documents.
 3. Action: Accept, place on file and the resolution be adopted.
- 151 Water Department Neptune Radio Reading Device and Meter Purchase.
1. Communication from the Director of Water & Wastewater Utilities, submitting a request to purchase four hundred (400) Neptune R900 Wall Unit Radio Reading devices, three hundred fifty (350) Neptune R900 Pit Unit Radio Reading Devices, eight hundred (800) 5/8"x3/4" Neptune E-Coder I Inside Water Meters, two hundred fifty (250) 5/8"x5/8" Straight Neptune E-Coder I Inside Water Meters, two hundred seventy (270) 5/8"x3/4" Neptune E-Coder I Pit Water Meters, twenty-five (25) 1-1/2" Neptune E-Coder I Inside Water Meters, ten (10) 1-1/2" Neptune E-Coder I Pit Water Meters, six (6) 2" Neptune E-Coder I Inside Water Meters, and two (2) 2" Neptune E-Coder I Pit Water Meters, and recommending that several purchase orders be issued to RIO Supply Michigan Meter, Inc out of Madison Heights, MI based on the available space within our facilities totaling \$327,000.00 to provide the Water Department Neptune radio reading devices and meters.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 152 Improvements to Navarre Library.
1. Communication from the Interim Director of Planning & Recreation, submitting an estimate and bidding documents for the proposed work, including the projects; architectural and engineering fees for improvements to the Navarre Library, and recommending that the City of Monroe contract with James S. Jacobs Architects to prepare bid documents and provide project oversight for the proposed repairs at Navarre Library for a fee of \$13,400, and that the funding for this project solely from the city's Community Development Block Grant, the budget of which has been previously approved by City Council 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.
- 153 Proposed Roadway Easement – 504 Huber Drive. (Modern Packaging)
1. Communication from the Director of Engineering & Public Services, submitting a draft easement and legal documents for purchase of an easement property at 504 Huber Drive (Modern Packaging), and recommending that Council authorize the purchase of a 30-foot wide easement across the southerly edge of 504 Huber Drive in the amount of \$8,700 from the County of Monroe, and that the Mayor and Clerk-Treasurer be authorized to execute the final documents on behalf of the City.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.

- 154 Pointe Aux Peaux Raw Water Pump Station Electrical Service Upgrade – Phase V Bid Award.
1. Communication from the Director of Engineering & Public Services, reporting back on five (5) bids received for the electrical service upgrade and engineering services in Phase V of the improvements to the Pointe Aux Peaux Raw Water Pump Station, and recommending that Council award the above contract to Romanoff Electric Co. Inc. in the amount of \$44,151 and that a total of \$51,000 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, and further recommending that a contract be awarded to Arcadis US, Inc. for construction engineering services in the amount of \$4,700 and that the Director of Engineering & Public Services or his designee be authorized to execute it on behalf of the City.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 155 Installation of New Public Water Mains – Gee Drive and Glendale Court – Special Assessment Resolution Number 1.
1. Communication from the Director of Engineering & Public Services, submitting Resolution No. 1 in the special assessment process declaring the installation of a new public water main to service the properties located on Gee Drive and Glendale Court and recommending that the attached Resolution 1 be adopted, which directs the Engineering Department to prepare plans, specification, and cost estimates for this project.
 2. Supporting documents.
 3. Action: Accept, place on file and the resolution be adopted.
- 156 License from ITC for Tree Maintenance in Median of Maple Boulevard.
1. Communication from the Director of Engineering & Public Services, submitting an agreement with International Transmission Company (ITC) for tree removal in the median of Maple Boulevard from Elm Avenue to Scottwood Avenue, and recommending that Council approved the attached License Agreement with ITC, and that the City Manager or his designee be authorized to execute the document on behalf of the City.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 157 Great Lakes Restoration Initiative – Consultant Award.
1. Communication from the Director of Engineering & Public Services, submitting a consultant proposal for design and construction engineering to remediate all six (6) of the City's low head dams in the River Raisin, along with the Waterloo Dam, to provide for fish passage and other recreational opportunities into areas where these dams presently represent a substantial impairment, and recommending that Council award a contract to JFNew in the amount of \$342,600 as detailed above, conditioned on final EPA grant approval that the Director of Engineering & Public Services or his designee 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.
- 158 2010 Sidewalk Replacement Program Bid Award.
1. Communication from the Director of Engineering & Public Services, reporting back on bids received for the 2010 Sidewalk Replacement Program, and recommending that Council award the above contract to the second low bidder, G. V. Cement Contracting Co., in the amount of

\$98,183.58, and that a total of \$120,000 be encumbered to include a 20% 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.

159 Sidewalk Program – 10 Day Notice.

1. Communication from the Director of Engineering & Public Services, submitting a list of property owners who have not repaired the sidewalks adjacent to their property in conjunction with the 2010 Sidewalk Replacement Program, and recommending that Council resolve to direct the Engineering Department to repair the walks of those property owners on the attached list that have not done so with the next ten (10) calendar days, and to authorize the Engineering Department to bill the cost to them following repairs.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

160 Dog Run Park at Munson Park.

1. Communication from the City Manager's Office, reporting back on the request from the Dog Run Committee for permission to design and build a dog-run facility within Munson Park, and recommending the request be approved contingent upon items being met as outlined by the administration, that the committee work with the engineering department, subject to no additional costs to the City of Monroe taxpayers, subject to coordination and consolidation where appropriate with city staff, and that the City Manager be granted authority to alter/amend the request if warranted, and further recommending that the Mayor be authorized to sign the letter of support on behalf of the City of Monroe.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

161 Confirmation of regular Appointment of Chief of Police.

1. Communication from the City Manager, submitting the full-appointment of Tom Moore as Chief of Police, and recommending, the regular appointment of Chief Tom Moore to be the Chief of Police of the Monroe Police Department, and respectfully requesting and recommending that Council confirm that appointment, effective immediately.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

VIII. MAYOR'S COMMENTS.

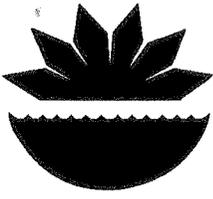
IX. CITY MANAGER COMMUNICATION.

X. COUNCIL COMMENTS.

XI. CITIZEN COMMENTS

XII. CLOSED SESSION TO DISCUSS CITY MANAGER PERFORMANCE EVALUATION.

XIII. ADJOURNMENT.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: SCOTTWOOD AVENUE BLOCK PARTY

DISCUSSION: The City received a request from Maureen Quinn on behalf of the residents of Scottwood Avenue for permission to hold their annual block party on July 31, 2010. Specifically the request is to close the 500 block of Scottwood Avenue from 1:00 p.m. – 11:00 p.m. for their annual picnic.

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

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

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

Therefore, it is recommended, that City Council approve the request contingent upon items being met as outlined by the administration, **subject to no additional overtime or other costs to the city**, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.

CITY MANAGER RECOMMENDATION:

- For *[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 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: 7/13/10

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 7/19/10



July 12, 2010

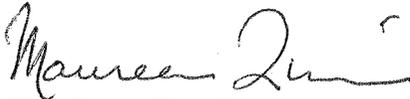
The Honorable Robert E. Clark,
Mayor of Monroe and
Members of the Monroe City Council
120 East First Street
Monroe, Michigan 48161

Dear Mayor Clark and Members of the City Council:

The residents and families of Scottwood Avenue, Monroe, Michigan request permission to hold our annual Scottwood Avenue Block Party on Saturday, July 31st, 2010 from 1PM to 11PM. We also request permission to use city-owned barricades to block off the 500 section of the street right-of-way which begins at Riverview Avenue and ends at Arbor Avenue for the purpose of gathering for our picnic and barbeque.

Thank you for your consideration on this matter.

Sincerely,


The Quinn Family
422 Scottwood Ave.
734-347-4040

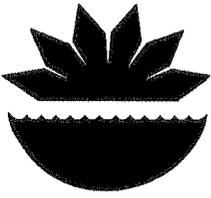

The Valmassei Family
506 Scottwood Ave.
734-457-2221


The Deroeck Family
517 Scottwood Ave.
734-652-4640

RECEIVED

JUL 12 2010

MAYOR'S OFFICE



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM THE MONROE COUNTY FARM BUREAU FOR PERMISSION TO DISPLAY A BANNER ACROSS MONROE STREET

DISCUSSION: The City received a request from the Monroe County Farm Bureau for permission to display a banner across Monroe Street from March 7 - 28, 2011.

The request has been sent to the various departments for their review and there were no objections. After Council approval, advance notification will be sent to MDOT.

Manager: The City Manager recommends approval of the request.

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:

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	\$

<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: 7/13/10

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 7/19/10



**CITY OF MONROE, MICHIGAN
BANNER APPLICATION**

Name of Applicant MARY JANSSENS
Name of Organization Monroe County Farm Bureau
Applicant's Affiliation with Organization Promotion + Education Chairman
Applicant's Home Address 3315 W. Albion Day Phone 242-3588
Monroe, Michigan
Mailing Address (if different) _____ Evening Phone 242-3588

Type of Banner Overhead Banner (\$50) Vertical Pole Banner (\$25/banner)

Overhead Banner Locations: (List as 1 for first choice, 2 for second...)
_____ E. Front St. Dates Requested MARCH 7 - MARCH 28, 2011
_____ **W. First St. (new location)**
 Monroe St. near First St.

****4/25/08 – W. Front Street location is broken and no requests will be taken until the pole has been repaired.**

Vertical Pole Banner Locations: (List the total number of banners to be displayed and choice of placement location.)

No. of Banners: _____ Monroe St. (42) Spring (March-May)
_____ Elm St. (8) Summer (June-Aug.)
_____ First St. (8) Fall (Sept.-Nov.)
_____ Macomb St. (8) Winter (Dec.-Feb.)

Company Fabricating Banners: Monroe Vinyl Graphics @ 40-5555

Please provide a sketch complete with banner specifications and message to be displayed for City Council Review. Applications will be accepted up to eleven (11) months in advance and no later than four (4) weeks prior to proposed installation date.

On behalf of the organization listed above, I, as applicant, hereby acknowledge receipt of the Banner Policy of the City of Monroe.

Applicant covenants and agrees to hold harmless from, indemnify and defend the City, its agents, officers and employees against all suits, demands, claims, judgments, liens, cost of repair or replacement of any damaged poles or electrical equipment, costs, attorney fees and expenses which may arise out of, result from or be caused by Applicant's banner installation.

Applicant covenants and agrees to strictly comply with all terms and conditions of the Banner Policy, and further understands and agrees that the City Council, in its sole and absolute discretion, may approve, deny or set any

RECEIVED

MAR 30 2011

CITY MANAGER'S OFFICE

conditions or limitations on any banner(s) which may be approved, or may at any time alter, amend, modify, rescind or revoke any approval, all without recourse or remedy by the Applicant, or liability of the City.

Applicant Mary Janssens

Date June 17, 2010

REV B.2-1

25 ft

MONROE COUNTY FARM BUREAU
Farmers Care "SUPPORT AGRICULTURE"



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Appointments

DISCUSSION: The attached Resolution recommends appointments to various City Boards and Commissions whose terms have expired and/or where there is a vacancy.

Therefore, it is recommended, that City Council approve the proposed Resolution making appointments to various City Boards and Commissions.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Operations

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: Mayor's Office

DATE: 7/13/10

REVIEWED BY: Robert E. Clark, Mayor

DATE:

COUNCIL MEETING DATE: 7/19/10

R E S O L U T I O N

WHEREAS, there are terms on various Boards, Commissions, and Committees which have vacancies; and

WHEREAS, a diligent effort has been made to fill these appointments;

THEREFORE BE IT RESOLVED that the following people are hereby appointed to the office and the term hereinafter indicated, July 19, 2010:

MONROE PORT COMMISSION

Thomas Krzyston	4 yr term to June 30, 2014
Dale Brose	4 yr term to June 30, 2014



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: WATER DEPARTMENT NEPTUNE RADIO READING DEVICE AND METER PURCHASE

DISCUSSION: To replenish water meter product inventory supplies for the fiscal year 2010-2011, the Water Department requests to purchase from RIO Supply Michigan Meter, Inc out of Madison Heights, MI for the following:

ITEM	UNIT PRICE	UNITS	COST
Neptune R900 Wall Unit Radio Reading Devices	\$86.00 EACH	400	\$34,400.00
Neptune R900 Pit Unit Radio Reading Devices	\$106.00 EACH	350	\$37,100.00
5/8"x3/4" Neptune E-Coder I Inside Water Meters	\$171.00 EACH	800	\$136,800.00
5/8"x5/8" Straight Neptune E-Coder I Inside Water Meters	\$171.00 EACH	250	\$42,750.00
5/8"x3/4" Neptune E-Coder I Pit Water Meters	\$206.00 EACH	270	\$55,620.00
1-1/2" Neptune E-Coder I Inside Water Meters	\$434.00 EACH	25	\$10,850.00
1-1/2" Neptune E-Coder I Pit Water Meters	\$469.00 EACH	10	\$4,690.00
2" Neptune E-Coder I Inside Water Meters	\$590.00 EACH	6	\$3,540.00
2" Neptune E-Coder I Pit Water Meters	\$625.00 EACH	2	\$1,250.00
		TOTAL	\$327,000.00

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.

The total cost for the radio reading devices and meters is \$327,000.00 which is estimated to supply the entire fiscal year departmental needs. The reading devices and meters will be placed in the Water Department's Inventory and used for new customer service installations, the water system improvements replacement and rehabilitation projects, and for the Water Meter Conversion Program.

IT IS RECOMMENDED that several purchase orders be issued to RIO Supply Michigan Meter, Inc out of Madison Heights, MI based on the available space within our facilities totaling \$327,000.00 to provide the Water Department Neptune radio reading devices and meters.

CITY MANAGER RECOMMENDATION:

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

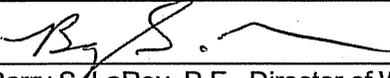
APPROVAL DEADLINE: ASAP

REASON FOR DEADLINE: Replenish inventory for new services, CIP projects, and meter conversion program.

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	\$ 344,010.00
Cost of This Project Approval	\$ 327,000.00
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

City	Account Number	Amount
Repair & Main Supplies	59140540 775000	\$ 327,000.00
<u>Other Funds</u>		

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** July 8, 2010

REVIEWED BY: _____ **DATE:** _____

COUNCIL MEETING DATE: July 19, 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

№ 00580

CUSTOMER:

Monroe, Mi

DATE 6-18-10 SALESMAN Jim T.

SENT VIA FAX: 734-241-5263

Att. Mark

E-Mail:

RE: Quote Neptune meters w/ R-900
E coder I. Registers

Quantity	Description	Unit Price	Ext. Price
	<u>5/8 T-10</u>	<u>171.</u>	
	<u>3/4 T-10</u>	<u>210.</u>	
	<u>1 T-10</u>	<u>268.</u>	
	<u>1.5 T-10</u>	<u>434.</u>	
	<u>2 T-10</u>	<u>590.</u>	
	<u>Add \$20.⁰⁰ - Pit Set (snub Antennae)</u>	<u>to each</u>	<u>Above</u>
	<u>Add \$35.⁰⁰ " " 6ft Pit Antennae</u>	<u>"</u>	<u>"</u>
	<u>R-900 Wall -</u>	<u>86.⁰⁰</u>	
	<u>R-900 Pit -</u>	<u>106.⁰⁰</u>	
<u>(Sole source Letter to come From</u>		<u>Jim Years in.)</u>	

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



NEPTUNE Take Control.

June 24th, 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,

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



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Improvements to Navarre Library

DISCUSSION:

The City of Monroe approved a budget for its Community Development Block Grant on May 3, 2010 that included \$50,000 for improvements to the Navarre Library. Planning Staff has asked James S. Jacobs Architects to provide an estimate and bidding documents for the work proposed, including the projects' architectural and engineering fees. They have provided the following budget:

Exterior Doors Repair/Replacement	\$4,338.28
HVAC System Replacement	\$35,000.00
Lighting and Fire Alarm	\$20,000.00
Gutter Repairs/Replacement	\$3,000.00
<u>Architectural & Engineering Fees</u>	<u>\$13,400.00</u>
Total	\$75,734.28

The repairs and replacement of the exterior doors has already been completed because they had become nearly inoperable. This leaves a remaining budget of \$45,661.72 which is not expected to be sufficient to complete all the items listed. For this reason, Planning staff proposes that the most urgent and substantial item, the HVAC System Replacement, be completed next.

It is expected that the project can be completed under the budget approved, as the Architectural and Engineering Fees (A/E Fees) would be for only this portion of the project. If the "Lighting and Fire Alarm" and "Gutter Repairs/Replacement" are completed at a later date, A/E Fees for these items will be paid at that time. Bid documents for all items will be prepared now and will be ready to use when sufficient funds are available.

IT IS RECOMMENDED that the City of Monroe contract with James S. Jacobs Architects to prepare bid documents and provide project oversight for the proposed repairs at Navarre Library for a fee of \$13,400. The funding for this project is coming solely from the city's Community Development Block Grant, the budget of which has been previously approved by City Council. 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: The repairs proposed are essential for the continued operation of the Navarre Library

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Planning and Recreation

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Dept. of Planning and Recreation, Building Department, Monroe County Library System and its patrons at the Navarre Library

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 75,734.28
	Cost of This Project Approval	\$ 75,734.28
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ *

SOURCE OF FUNDS:	<u>City</u>	Account Number	Amount
			\$ N/A
	<u>Other Funds</u>	Community Development Block Grant	\$ 75,734.28

Budget Approval: _____

FACT SHEET PREPARED BY: Matt Wallace, City Planner

DATE: July 13, 2010

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

DATE: July 13, 2010

COUNCIL MEETING DATE: July 19, 2010





CITY COUNCIL AGENDA FACT SHEET

RELATING TO: PROPOSED ROADWAY EASEMENT – 504 HUBER DRIVE (MODERN PACKAGING)

DISCUSSION: The property located at 504 Huber Drive is approximately a 9-acre parcel that has most recently been used by Modern Packaging. Due to the closure of the business and the failure of the property owner to pay required taxes, the property has been forfeited and is scheduled to be auctioned off by the Monroe County Treasurer's Office on August 4. As they typically do, the Treasurer's office has contacted us to determine if the City of Monroe is interested in this property, as the City has the ability to secure the property for the minimum bid prior to auction if it is to be used for a bona fide public purpose.

The City's Comprehensive Plan specifically details a long-term need for east-west roadway connectivity within the City, particularly north of the River. On the north side of the River, Elm Avenue is the only route for nearly 1.5 miles that spans the entire community. While at this time, there are no immediate plans to connect any roadways, West Lorain is a logical future connection, since it is signalized at Telegraph Road and the City already owns two outlots between Toll Street and the CSX Railroad that could potentially be converted to an extension of West Lorain Street with some plat amendments. There are three private properties located between Huber Drive and the CSX Railroad where an easement or ownership would still be needed if such a connection were to actually be built. One of these is 504 Huber Drive, as the southerly property boundary lines up with the centerline of West Lorain Street. As such, it is the opinion of the Engineering Department that since this property currently lies in public hands, it is an opportune time to secure a 30-foot wide easement across the southern edge of this property.

The County Treasurer's office has indicated a willingness to work with the City to ensure that such easement is in place prior to the August 4 auction, and the City Attorney has been working with Counsel for the County to prepare the appropriate legal documents. A draft copy of the easement form and its attachment have been attached to this fact sheet. The City Assessor's office has indicated that they feel that a value of \$0.75 per square foot is appropriate for an easement of this type, and therefore the price that has been negotiated for this is \$8,700. Since the eventual disposition of this property is intended to be for transportation purposes, the Major Street Fund is an appropriate source of funding for this purchase. It should also be noted that even if a roadway is never constructed, this easement could also be used in the future to construct a non-motorized pathway to connect the adjacent neighborhoods, which would also be a substantial benefit to the community and would also be an eligible Act 51 expense as well. It should be noted that there is currently an existing easement across much of the same area for access to an existing cellular tower elsewhere on the property, and while we do not expect any major issues with this, the access easement does represent access to another entity that we would be in turn obligated to continue to allow. While the exact details of the transaction may still be refined prior to executing the document, Council approval to purchase this easement subject to final review by the Attorney and Engineering Department is being requested at this time.

IT IS RECOMMENDED that the City Council authorize the purchase of a 30-foot wide easement across the southerly edge of 504 Huber Drive in the amount of \$8,700 from the County of Monroe, and that the Mayor and Clerk-Treasurer be authorized to execute the final documents on behalf of the City.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: July 19, 2010

REASON FOR DEADLINE: Easement needs to be finalized prior to potential sale at August 4, 2010 public auction.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Engineering and Public Services Department, Planning Department, future roadway and non-motorized users

FINANCES

COST AND REVENUE PROJECTIONS:		
	Cost of Total Project	\$TBD
	Cost of This Project Approval	\$8,700.00
	Related Annual Operating Cost	\$N/A
	Increased Revenue Expected/Year	\$N/A

SOURCE OF FUNDS:	City	Account Number	Amount
	Major Street Fund Balance		\$8,700.00

Other Funds

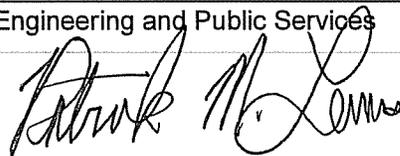
Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Dir. of Engineering and Public Services **DATE:** 07/14/10

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: July 19, 2010



ROADWAY/HIGHWAY AND PUBLIC UTILITY EASEMENT

This indenture, made this _____ day of _____, 20____, by and between Monroe County, Michigan party of the first part, and the CITY OF MONROE, a municipal corporation of the State of Michigan, party of the second part.

WITNESSETH:

For and in consideration of the sum of Eight Thousand Seven Hundred Dollars (\$8,700.00), the receipt of which is hereby acknowledged and confessed, party of the first part grants, bargains, sells, releases, and confirms unto the said party of the second part and its successors and assigns, an easement in, under and across that certain real estate situated in the City of Monroe, County of Monroe, State of Michigan, more particularly described as:

See Exhibit "A" attached hereto and made a part hereof.

This easement shall be in perpetuity for all public roadway/highway and public utility purposes permitted by law. Party of the second part also reserves the right to construct, repair, and maintain water main, sanitary sewer, storm sewer, sidewalk, and appurtenances thereto with full right in the party of the second part, its successors and assigns, to go on the premises at any time for the purposes of constructing, repairing or maintaining said roadway, sidewalk, and/or public utilities.

Party of the second part shall have permit authority to grant other public utilities the right to occupy said land for reasonable public purposes.

IT IS AGREED by and between the parties hereto that the party of the second part shall be granted the right of ingress and egress and reasonable use of the land on and adjacent to the above described Easement to be used in the construction, maintenance, and repair of said roadways and public utilities. The party of the second part shall restore all lands within this easement to a condition reasonably equivalent to that which existed prior to any work.

IN WITNESS WHEREOF, the parties have hereto set their hands and seal, this day and year first above written.

GRANTOR:

By: _____ (Sign)
_____ (Print)

By: _____ (Sign)
_____ (Print)

STATE OF MICHIGAN)
) S.S.
)

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared _____ known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____, Notary Public
_____, County, Michigan

My Commission expires:

CITY OF MONROE

By: _____
Robert Clark, Mayor

By: _____
Charles D. Evans, Clerk-Treasurer

STATE OF MICHIGAN)
) S.S.
)

COUNTY OF MONROE

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared _____ known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____, Notary Public
(Print)

Drafted By: Patrick M. Lewis, P.E., Director of Engineering, City of Monroe, 120 East First Street, Monroe, MI 48161

Return To: City of Monroe, Clerk's Office, 120 East First Street, Monroe, MI 48161

Premises

Land in the City of Monroe, Monroe County, Michigan, described as follows:

Commencing at the intersection of the centerline of Lorain Street with the east line of that portion of Huber Drive included in the TelElm Place plat as recorded in Liber 6 Page 17 of the Monroe County Records, thence, North 24 degrees 46 minutes East 778.70 feet; thence South 65 degrees 28 minutes East 554.02 feet; thence South 24 degrees 30 minutes West 535.50 feet; thence South 54 degrees 19 minutes West 120.80 feet; thence on a 1 degree 20 minutes 16.8 second curve to the right 9.47 feet; thence South 63 degrees 47 minutes West 66.06 feet; thence on a 12 degree 52 minutes 29.38 seconds curve to the left 128.36 feet; thence along the North Line of Lorain Street extended North 52 degrees 28 minutes West 383.60 feet to the point of beginning, being a part of PRIVATE CLAIM 62.

Roadway and Utility Easement across Premises:

“A strip of land of uniform width throughout of 30.00 feet, having its southerly boundary line commencing at the Point of Beginning of the above-listed Premises, then proceeding South 52 degrees 28 minutes East 383.60 feet, and having its northerly boundary line lying parallel to the above-mentioned bearing, and extending further beyond the endpoint of the southerly line so as to intersect with that portion of the southeasterly boundary of the above property bearing along a 12 degree 52 minute 29.38 second curve to the right.”

ATTACHMENT "A" DRAWING OF PROPOSED EASEMENT

HUBER DR. (60')

150'
69-1022

HUBER DR. (60')

N 24°46' E 778.70'

N 24°46' E 778.70'

S 65°28' E 554.02'

ATTACHMENT "A"
69-1508

S 24°30' W 535.50'

C. & O. R.R. (86')

PROPOSED
ROADWAY
EASEMENT

30'

D=1°20'16.8"
L=9.47'
R=4282.20'
CHR. BRG=N 63°41'12" E
CHR. L=9.47'

D=12°52'29.38"
L=128.36'
R=445.02'
CHR. BRG=N 55°31'13" E
CHR. L=127.92'

S 54°19' W
120.80'

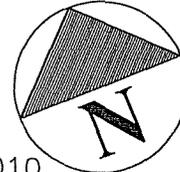
S 63°47' W
66.06'

N 62°28' W 383.60'

69-1507-12

W. LORAIN ST. (60')

SCALE: 1" = 100'
LAST REVISED: 7/12/2010



C. & O. R.R. (86')



City of Monroe CivicSight Map

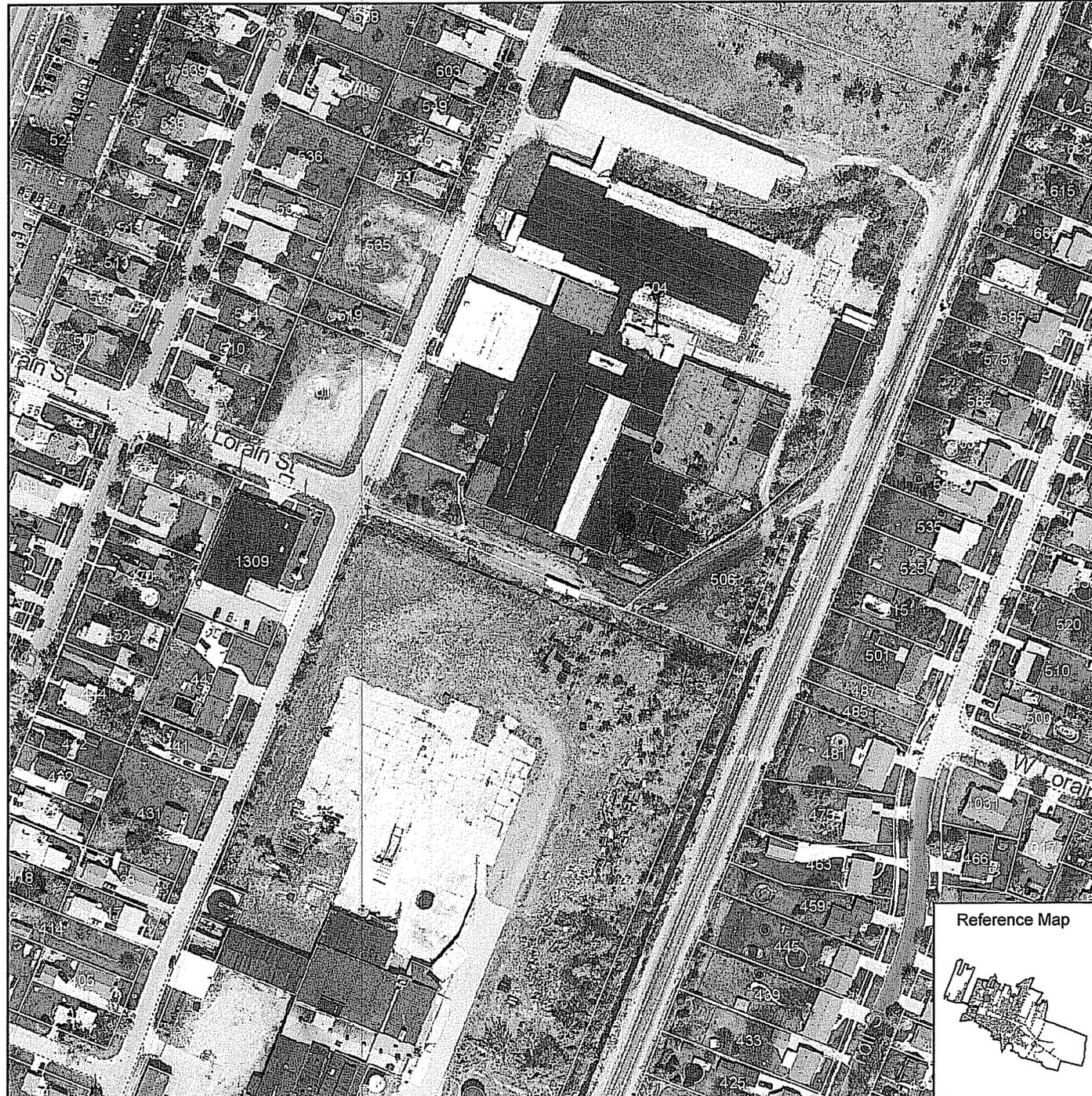
MAP LEGEND:

— EDGE OF PAVEMENT

□ CITY LIMITS

— PARCELS

MONROE_COUNTY 2005 (Image)



Reference Map



Map Scale: 1 inch = 200 feet

Map Date: 7/06/2010

Data Date: November 24, 2009

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

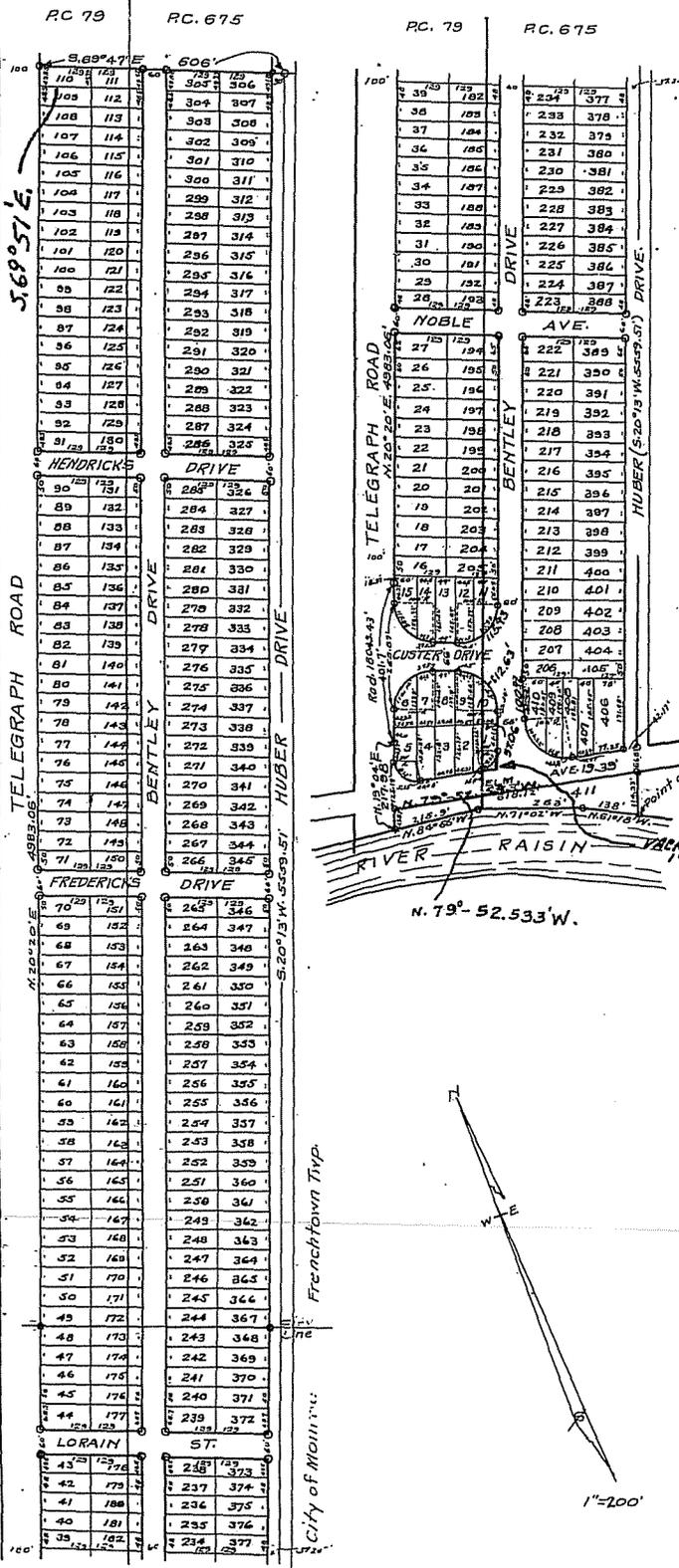


Disclaimer:
DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. The user acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all 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.

TELELM PLACE

Being a part of Private Claims No. 79-675
 Frenchtown Twp. & City of Monroe, Monroe Co., Mich.

Liber 6 Page 17
 Monroe County



Know all men by these presents, that I, Elmore Bentley, an proprietor, have caused the land hereon in the annexed plat to be surveyed, laid out and plotted to be known as TELELM PLACE, being a part of Private Claims No. 79-675, Frenchtown Twp., Monroe Co., Mich., and that the streets as shown on said plat are hereby dedicated to the use of the public.

Signed and Sealed in presence of

 Elmore Bentley, L.S.

State of Michigan
 County of Monroe
 On this 22 day of August 1925, before me, a Notary Public, in and for said County, appeared Elmore Bentley, known to me to be the person who executed the above declaration and acknowledged the same to be her free act and deed.

Notary Public, Monroe Co., Mich.
 My Commission Expires July 23, 1927

Monroe County Treasurers Office, Monroe Mich.
 I hereby certify that according to the records of this office all taxes prior to this date have been paid and that there are no tax liens or titles held by the State or any individual against the property hereon described for five years preceding this date.
 Otto C. Kuntz, County Treasurer.

I hereby certify that the plat hereon delineated is a correct one and that permanent monuments consisting of 3/4 inch iron pipe 60 inches long have been placed at all points marked "O" thereon shown at all angles in the boundaries of the land plotted and at all intersections of streets.

Registered Civil Engineer.
 This plat was approved at a meeting of the City Commission of the City of Monroe held August 18, 1925.
 City Clerk.

This plat was approved by the Frenchtown Twp. Board at a meeting held August 22, 1925.
 Clerk.

This plat was approved at a meeting of the Monroe County Platting Board held August 20, 1925.
 Probate Judge.
 Otto C. Kuntz, County Treasurer.
 William C. Brown, County Clerk.

Commencing at the South East Corner of Private Claim 675, thence S. 21° 18' E. 152.1', thence S. 71° 0' E. 163.1', thence N. 84° 56' E. 115.0', thence S. 16° 04' E. 117.29', thence on Curve to the right (R. 157.43, 43'), 501.7', thence N. 70° 30' E. 478.02', thence S. 69° 47' E. 206.1', thence S. 70° 13' E. 559.51' to the place of beginning.

Witness my hand and seal this 22nd day of August 1925.
 George J. Meade



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: POINTE AUX PEAUX RAW WATER PUMP STATION ELECTRICAL SERVICE UPGRADE – PHASE V
BID AWARD

DISCUSSION: The Wilfred LePage Raw Water Pump Station is located on Pointe Aux Peaux Road in Frenchtown Township and provides the sole source of raw water for both the City of Monroe and Frenchtown Charter Township. By agreement, the City is responsible for 18/26 of the ownership and capital costs of the Station, based on its relative share of the pumping capacity, and the City is the entity responsible for programming and administering any capital projects funded by the Partnership. Over the past decade, the City has been making various improvements to the electrical equipment needed to allow the station to function effectively. The current work, which is considered Phase V of these improvements, includes replacement of the motor control center that is now 62 years old and requires attention to avoid system failures. Funding for these improvements was provided in the 2009-10 and 2010-11 Capital Improvements Program (CIP).

The Engineering Department opened bids for this project on Monday, July 12, 2010. There were five (5) bidders and a bid tabulation is attached for your review. The low bidder is Romanoff Electric Co., Inc. of Toledo, Ohio. Their low bid of \$44,151.00 is 38% under the Engineer's Estimate of \$71,000.00. They are capable of performing the work and are highly recommended by the design engineering firm preparing the project plans. While the low bid seems on the surface to be quite low relative to the other bids and the Engineer's Estimate, our design engineers have met with them post-bid and are comfortable that their bid is complete and all required work has been taken into account. Since their low bid is under \$50,000, the City's typical Labor Harmony requirements will not apply.

Arcadis US, Inc. is the consulting firm that has primarily assisted us on facility projects within our Water System, including the previous phases of the electrical improvements at this station. They performed design work for this phase as well, and we are also recommending that they assist us with construction engineering and oversight as well. They have provided a proposal (attached) and have proposed a "Not to Exceed" fee of \$4,700. This is within the normal range for this type of activity, and we have been pleased with their service on past projects.

IT IS RECOMMENDED that the City Council award the above contract to Romanoff Electric Co., Inc. in the amount of \$44,151.00, and that a total of \$51,000 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. **IT IS FURTHER RECOMMENDED** that a contract be awarded to Arcadis US, Inc. for construction engineering services in the amount of \$4,700 and that the Director of Engineering and Public Services or his designee be authorized to execute it on behalf of the City.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: Construction can commence as soon as the contracts are executed.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Water Department, all water customers in City of Monroe and Frenchtown Water Systems

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$70,700.00*
	Cost of This Project Approval	\$55,700.00*
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

*Includes design costs previously expended, contract costs, 15% contingency, and construction engineering.

**Includes contract costs, 15% contingency, and construction engineering.

SOURCE OF FUNDS:	City	Account Number	Amount
	PAP Elec. Serv. (Oper. Eq.)	599-40.521-977.000 10W07	\$51,000.00
	PAP Elec. Serv. (Contractual)	599-40.521-818.020 10W07	\$ 4,700.00

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Dir. of Engineering & Public Services **DATE:** 07/14/10

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: July 19, 2010



Wilfred L. Lepage Raw Water Pumping Station Electrical System Upgrade Phase V

**BID TABULATION
BIDS DUE: Monday, July 12, 2010
Page 1 of 1**

No.	Item	# units	Units	0 - Engineer's Estimate		1 - Romanoff Electric Co., LLC		2 - Rauhorn Electric, Inc.	
				Unit Price	Amt.	Unit Price	Amt.	Unit Price	Amt.
1	RAW WATER PUMP STATION ELECTRICAL UPGRADES	1.00	LS	71,000.00	<u>71,000.00</u>	44,151.00	<u>44,151.00</u>	55,870.00	<u>55,870.00</u>
	Total				<u>71,000.00</u>		<u>44,151.00</u>		<u>55,870.00</u>

No.	Item	# units	Units	3 - J. Ranck Electric, Inc.		4 - Regent Electric		5 - Staelgrave Turner Electric, Inc.	
				Unit Price	Amt.	Unit Price	Amt.	Unit Price	Amt.
1	RAW WATER PUMP STATION ELECTRICAL UPGRADES	1.00	LS	60,437.00	<u>60,437.00</u>	60,700.00	<u>60,700.00</u>	64,620.00	<u>64,620.00</u>
	Total				<u>60,437.00</u>		<u>60,700.00</u>		<u>64,620.00</u>



Infrastructure, environment, buildings

ARCADIS U.S., Inc.
600 Jefferson Avenue
Suite 400
Toledo
Ohio 43604
Tel 419.473.1121
Fax 419.473.2108

Mr. Barry LaRoy
Director of Water and Utilities
City of Monroe
120 East First Street
Monroe, MI 48161

Subject:
Pointe Aux Peaux Raw Water Pumping Station – Phase V
Electrical Improvements (MCC Replacement)

WATER RESOURCES

Dear Mr. LaRoy:

In response to your request for Construction Engineering Services for the Phase V Electrical Improvements at the Pointe Aux Peaux Raw Water Pumping Station, we are pleased to submit this proposal. The scope of the services for the MCC Replacement Project includes the following tasks:

Date:
July 12, 2010

1. Pre-construction meeting attendance, plus one additional site visit/ meeting
2. Shop drawing reviews
3. Responses to RFIs
4. Preparation of Record Drawings (based on Contractor's mark-ups)

Contact:
Ken Arnold

Phone:
419.473.1121, ext. 264

Email:
ken.arnold@arcadis-us.com

Based on this scope, our proposed construction engineering fee is not-to-exceed \$4,700. We have attached a Professional Services Agreement and a Work Authorization form. If this proposal is acceptable, please sign these documents and return them to us. We are prepared to work with you and the selected Contractor as soon as our services are required.

Our ref:
66MNRMIO.IF00

If you have any questions, please do not hesitate to call.

Sincerely,

Thomas P. Armstrong
Electrical Engineer

Kenneth W. Arnold, PE
Project Manager

Robert C. Stevenson
Water Resources Manager

Copies:

Mr. Chris Knight, City of Monroe

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to ARCADIS as a result of — or in connection with — the submission of this proposal, ARCADIS and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

SHORT FORM PROFESSIONAL SERVICES AGREEMENT

Agreement No.: _____ (the "Agreement") Dated as of: _____ (the "Effective Date") Amount of Compensation: _____ Types of Compensation: <input type="checkbox"/> Lump Sum <input checked="" type="checkbox"/> Cost Plus <input type="checkbox"/> T&M <input type="checkbox"/> Other (Specify): _____	PLEASE INCLUDE THE PROJECT NUMBER BELOW ON ALL CORRESPONDENCE: ARCADIS PROJECT NO.: TO000472.C001 PRIME AGREEMENT NO.: _____ (if applicable)
1. PARTIES (individually a "Party" and collectively the "Parties")	
<p style="text-align: center;">CLIENT</p> Name: <u>City of Monroe, Michigan</u> (The "Client") Address 1: <u>City of Monroe</u> Address 2: <u>120 East First Street</u> City: <u>Monroe</u> State: <u>MI</u> Zip: <u>48161</u> CLIENT IS A (Check Appropriate Box): <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Joint <input checked="" type="checkbox"/> Other (specify): <u>Municipal Government</u> CLIENT IS ESTABLISHED UNDER THE LAWS OF: State or Commonwealth of <u>Michigan</u>	<p style="text-align: center;">ARCADIS</p> Name: <u>ARCADIS G & M of Michigan</u> ("ARCADIS") Address 1: <u>600 Jefferson Avenue - Suite 400</u> Address 2: _____ City: <u>Toledo</u> State: <u>OH</u> Zip: <u>43604</u>
2. PARTY REPRESENTATIVES	
<p style="text-align: center;">CLIENT REPRESENTATIVE</p> Mail Originals: <u>Mr. Barry LaRoy, PE</u> <u>Director of Water & Utilities</u> City of Monroe 120 East First Street Monroe, MI 48161 Telephone: <u>734-384-9122</u> Fax: _____ With Copies To: _____ _____ Attention: _____ Telephone No.: _____ Facsimile No.: _____	<p style="text-align: center;">ARCADIS REPRESENTATIVE</p> Mail Originals: Ken Arnold, PE Project Manager ARCADIS U.S., Inc 600 Jefferson Avenue - Suite 400 Toledo, OH 43604 Telephone: <u>419-473-1121</u> Fax: <u>419-473-2108</u> With Copies To: _____ Attention: _____ Telephone No.: _____ Facsimile No.: _____
<p style="text-align: center;">3. GENERAL TYPES OF SERVICES TO BE PERFORMED</p> Check each appropriate box: <input type="checkbox"/> Environmental <input checked="" type="checkbox"/> Infrastructure <input type="checkbox"/> Other: _____ Services performed under this Agreement are detailed in the Scope of Services.	<p style="text-align: center;">4. SPECIAL TYPES OF SERVICES TO BE PERFORMED</p> Check each appropriate box: <input type="checkbox"/> Field <input type="checkbox"/> Other: _____
5. AGREEMENT	
The following documents form and are incorporated into this Agreement: <ul style="list-style-type: none"> • Exhibit A: Scope of Services • Exhibit B: General Terms and Conditions for Professional Services 	
6. EXECUTION	
In witness hereof, and in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties have caused this Agreement to be executed on the day and year first set forth above.	
<p>CLIENT</p> By: Name: <u>Barry S. LaRoy</u> Title: <u>Director of Water & Wastewater Utilities</u>	<p>ARCADIS</p>  By: _____ Name: <u>Robert C. Stevenson</u> Title: <u>Water Resources Manager</u>

**EXHIBIT A
SCOPE OF SERVICES
FOR SHORT FORM PROFESSIONAL SERVICES AGREEMENT**

1. SERVICES TO BE PERFORMED

- 1.1 ARCADIS agrees to diligently and professionally perform professional consulting services and produce all of the deliverables, described in this Agreement and all exhibits hereto for the proper completion of the General Scope of Services.
- 1.2 ARCADIS shall have no obligation to commence the Services as stipulated in this Agreement until this Agreement is fully executed and delivered to ARCADIS. Any schedule requirements applicable to ARCADIS Services will be set forth in this Exhibit. Services shall include all the work necessary to perform the work described in this Agreement.
- 1.3 ARCADIS shall faithfully perform the Services required under this Agreement in accordance with standard of care, skill, training, diligence and judgment provided by competent professionals who perform work of a similar nature to the work described in this Agreement.
- 1.4 ARCADIS agrees to correct, at its own expense, any services provided under this Agreement that do not conform to the standard of care hereunder for a period of one (1) year following the completion of services. No other guarantee or warranty, express or implied, is intended by this Agreement.

2. GENERAL SCOPE OF SERVICES

- 2.1 Perform Construction Engineering Phase services for the replacement of an existing Motor Control Center at the Pointe Aux Peaux Raw Water Pumping Station as described in the ARCADIS proposal letter dated July 12, 2010.

EXHIBIT B
GENERAL TERMS AND CONDITIONS
FOR SHORT FORM PROFESSIONAL SERVICES AGREEMENT

1. CHANGES IN THE WORK

- 1.1 At any time after execution of this Agreement, Client may order changes in ARCADIS Services consisting of additions, deletions, and revisions within the general scope of services being performed by ARCADIS under this Agreement. Whenever a change in the scope and/or time for performance of services occurs, or if Client has notified ARCADIS of a change, ARCADIS shall submit to Client an estimate of the changes in cost and/or schedule, with supporting calculations and pricing. Pricing shall be in accordance with the pricing of this Agreement

2. TERMINATION OF AGREEMENT

- 2.1 Either Party may terminate this Agreement without cause and/or for convenience after giving five (5) days' written notice to the other Party. However, ARCADIS shall not have the right to terminate this Agreement, without cause, prior to completion by ARCADIS of all Services required under the Agreement. In the event Client terminates ARCADIS services without cause and/or for Client's convenience, Client shall be liable to promptly pay ARCADIS for all work performed through the date of termination, all of ARCADIS expenses directly attributable to the termination, including fair and reasonable sums for overhead and profit for work performed, and costs incurred by ARCADIS in terminating any contracts entered into in connection with the performance of its Services.

3. USE OF DOCUMENTS

- 3.1 All documents provided by ARCADIS pursuant to this Agreement are instruments of service of ARCADIS, and ARCADIS shall retain an ownership and property interest therein (including the right of reuse) until Client has made full payment to ARCADIS for such documents pursuant to this Agreement. All documents generated by ARCADIS pursuant to this Agreement

are not intended or represented to be suitable for reuse by Client or others on any other project, or other purposes other than that for which the same were created Client agrees not to reuse said reports or materials on any other project, or for any other purpose other than that for which they were created, without the prior written consent of ARCADIS. Reuse of said reports or other material by Client for any other purpose or on other projects without written permission or adaptation by ARCADIS for the specific purpose then intended shall be at the Client's and user's sole risk, without liability on ARCADIS' part, and Client agrees to indemnify and hold harmless ARCADIS from all claims, damages and expenses, including attorneys' fees, arising out of such unauthorized reuse by Client.

4. INDEMNIFICATION

- 4.1 The Parties shall at all times remain entirely responsible for the results and consequences of their own negligence and agree to indemnify and hold harmless the other Party from and against any and all claims, losses, damages, costs and expenses, including attorneys' fees, which may arise or result from such Party's negligence

5. LIMITATION OF LIABILITY

- 5.1 The total liability, in the aggregate, of ARCADIS and its directors, officers, or employees, and any of them, to Client or anyone claiming by, under or through the Client for any and all injuries, claims, losses, expenses, and damages whatsoever arising out of or in any way related to ARCADIS Services, shall be limited to the total fees paid to ARCADIS under this Agreement. In no event, however, shall any liability to Client exceed the amount of applicable insurance that ARCADIS has procured for services under this Agreement.
- 5.3 The Client and ARCADIS waive incidental, indirect, or consequential damages, loss revenues or profits from claims, disputes or

other matters in question arising out of or relating to this Agreement, whether such claims arise from negligence, breach of contract, or strict liability

6. PAYMENT TERMS

- 6.1 ARCADIS shall invoice Client for Services in accordance with ARCADIS standard invoicing practices. Invoices are due and payable on receipt and should be remitted by check or wire transfer of immediately available funds as follows:
- 6.2.1 Lockbox: ARCADIS U.S., Inc., Dept 547, Denver, Colorado 80291-0547
- 6.2.2 Electronically (wire transfer): Wells Fargo Bank, ABA 102000076, Account# 101816475, ARCADIS U.S., Inc.
- 6.2 If Client fails to make any payment due ARCADIS for services and expenses within thirty (30) days after receipt of invoice, the amounts due ARCADIS will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from accounts not paid within thirty (30) days.
- 6.3 If Client reasonably objects to any portion of an invoice, Client shall provide written notification to ARCADIS of Client's objection and the basis for such objection within fifteen (15) days of the date of receipt of the invoice, and the Parties immediately shall make every effort to settle the *disputed* portion of the invoice. The *undisputed* portion shall be paid immediately and Client shall not offset amounts due ARCADIS for any credit or disputes arising under a different agreement or work authorization. Client shall waive any objections to ARCADIS invoice if it fails to timely provide such written notice to ARCADIS. If payment of invoices by Client is not maintained on a current basis, ARCADIS may, after giving seven (7) days' written notice to Client, suspend further performance until such payment is restored to a current basis. All suspensions shall extend the time for performance by a length of time equal to the duration of the suspension, and ARCADIS shall be paid for Services performed and charges incurred

prior to the suspension date, plus suspension charges. Suspension charges shall include, without limitation, putting of documents and analyses in order, personnel and equipment rescheduling or reassignment adjustments, additional insurance/bonding coverage, extended overhead and costs, and all other related costs and charges incurred and attributable to suspension.

- 6.4 In the event of litigation or other proceeding to enforce performance of this Agreement or any payment obligation under this Agreement, the prevailing Party shall be entitled to recover from the other Party attorneys' fees and costs as may be reasonably incurred by reason of the litigation.

7. SITE CONDITIONS

- 7.1 ARCADIS shall not be liable for: (i) damage or injury to any subterranean structures (including, but not limited to, utilities, mains, pipes, tanks, and telephone cables) or any existing subterranean conditions; or the consequences of such damage or injury, if (with respect to this clause (i)) such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by ARCADIS in connection with the Services; (ii) concealed conditions encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure at variance with the conditions indicated by the Scope of Services; or (iv) unknown physical conditions below the surface of the ground that differ materially from those ordinarily encountered and are generally recognized as inherent in work of the character provided under this Agreement.
- 7.2 Client shall provide to ARCADIS all plans, maps, drawing and other documents identifying the location of any subterranean structures on the Site. Prior to location of any drilling or excavation below the ground surface, ARCADIS shall obtain the concurrence of the Client as to the location for such drilling or excavation.
- 7.3 Should: (i) concealed conditions be encountered in the performance of the

Services; (ii) concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Scope of Services; or (iii) unknown physical conditions below the ground differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided under this Agreement; then the amount of this Agreement and/or time for performance shall be equitably adjusted by change order upon claim by either Party made within twenty (20) days after the first observance of the conditions.

8. ACCESS TO SITE

8.1 During the term of this Agreement, Client shall grant to or cause to be made available to ARCADIS reasonable and necessary nonexclusive access to the Site and other Sites, as necessary, for purpose of allowing ARCADIS to perform the Services and fulfill its obligations under this Agreement. ARCADIS shall comply with generally accepted safety procedures and all other safety procedures that have been communicated to ARCADIS or its Personnel by Client. If the Site is sold or otherwise conveyed to a third party, Client shall immediately notify ARCADIS if Client is unable to obtain necessary access within a timely manner. Should ARCADIS be obstructed or delayed in the commencement, performance or completion of the Work, without fault on its part, by reason of not having full access to the Site, and then ARCADIS will be entitled to an adjustment in compensation and/or an extension in the completion time requirements.

9. GENERAL PROVISIONS

9.1 **No Third Party Beneficiaries** - The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Client and ARCADIS, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the Client and ARCADIS that sub consultants and any other person other than the Client or ARCADIS receiving any

benefits from this Agreement shall be deemed to be incidental beneficiaries only.

9.2 **Force Majeure** -Neither Party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by forces beyond its reasonable control, including without limitation, strikes, lockouts, or other industrial disturbances, acts or omissions of subcontractors, compliance with any regulations, civil disturbances, fires, floods, earthquakes, acts of God, acts of a public enemy or terrorism, epidemics or pandemics.

**EXHIBIT E
WORK AUTHORIZATION
NO. 2010-2**

This Work Authorization is entered into by and between ARCADIS G & M of Michigan ("ARCADIS") and the City of Monroe, Michigan ("Client"). This Work Authorization incorporates by reference the Professional Service Agreement entered into by the Parties dated _____ (the "Services Agreement"). The Services Agreement is hereby amended and supplemented as follows:

1. GENERAL DESCRIPTION OF BASIC SERVICES

Client hereby authorizes ARCADIS to perform the following general scope of Basic Services:

Perform Construction Engineering Services for the Pointe Aux Peaux Raw Water Pumping Station – Phase V Electrical Improvements (MCC Replacement) Project as described in the ARCADIS proposal letter dated July 12, 2010.

9. COMPENSATION FOR SERVICES

9.1 Direct Labor Cost Times a Factor Method:

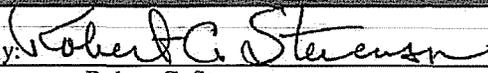
Client shall pay ARCADIS for Basic Services as follows:

An amount equal to ARCADIS' direct labor cost time a factor of 3.2 for all services performed by ARCADIS' principals and employees pursuant to this Work Authorization.

An amount equal to costs charged by any engineers or other design professionals engaged by ARCADIS to perform services pursuant to this Work Authorization, times a factor of 1.1.

9.2.1 Other costs incurred by ARCADIS pursuant to this Work Authorization shall be reimbursed at an amount equal to the expense times a factor of 1.05.

9.2.3 ARCADIS' fees that will become payable for Basic Services under this Work Authorization are not to exceed \$4,700. Required services in excess of the Scope of Services will not be performed without written authorization from the Client.

CLIENT	ARCADIS
By: Barry S. LaRoy	By:  Robert C. Stevenson
Title: Director of Water & Wastewater Utilities	Title: Water Resources Manager
Date:	Date:



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: INSTALLATION OF NEW PUBLIC WATER MAINS – GEE DRIVE AND GLENDALE COURT – SPECIAL ASSESSMENT RESOLUTION NUMBER 1

DISCUSSION: As a part of the City's continual analysis of its water system, the Water and Engineering Departments have identified a link in the system where several existing homes have access only to an existing 1-inch or 2-inch diameter shared water service. As lines of this size are not capable of providing adequate fire protection, and are not typically capable of providing peak service demands to the adjacent residents, this line has been planned to be replaced with a new 8" water main. This project was originally identified in the City's long-range Capital Improvements Program (CIP) for construction in Fiscal Year 2012-13, but recent service and pressure issues, coupled with near constant excavations to repair breaks, have highlighted the need to advance this project to an earlier date. At this point, we are attempting to have this project constructed in October and November 2010.

The City Charter provides for the installation of public water mains at the discretion of the City Council and provides for recovery of most of the cost by a Special Assessment against the benefiting properties. Historically, the cost of fire hydrants and one-fifth of the remaining project costs have been borne by the Water Fund based on City Ordinance. However, the most recent Special Assessment project of this type was the replacement of a shared 2-inch service line on East Eighth Street between Washington Street and Custer Street in 2008, and the Water Fund also contributed additional monies to that project based on the portion of the debt service that had been paid by the users that would have ordinarily gone to funding a replacement reserve for their fronting main, had there been one in place. It should be noted that a Special Assessment District was also employed for replacement of a 2" service line on Sackett Avenue with a new 8" main in 2004, as some of the residents on corner and rear lots fronting Glendale Court and Gee Drive recently paid an assessment for that project but would be omitted from this one based on the main feeding their service already having been replaced.

While the exact breakdown of costs and proportioning of the assessable amount between properties will be made following design activities, it is anticipated that the bulk of properties with addresses on Gee Drive and Glendale Court will all be liable for some share of the costs. At this point, we believe that the district will include the properties at 423, 429, 433, and 437 Gee Drive, and 25, 29, 110, 114, 118, 121, 122, 126, 130, and 134 Glendale Court, for a total of fourteen (14) properties. This district, if confirmed, would be known as Water Main Special Assessment District 129. Once the design is nearly complete, an informational meeting is generally scheduled with the property owners prior to beginning the formal hearing process. As it is felt that the present pressure and flow issues could at some point constitute an emergency situation, the Engineering Department actually has already completed topographic survey work on this project, and it will be assigned to design staff very shortly to keep the project on schedule.

Since this is classified as a City-Council initiated project rather than a petitioned one, any action would have to be by 5-2 vote of City Council.

IT IS RECOMMENDED that the attached Resolution 1 be adopted, which directs the Engineering Department to prepare plans, specifications, and cost estimates for this project.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: In order to complete the project this Fall and replace concrete pavement, this process needs to be commenced quickly to keep the Special Assessment process on schedule.

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, Fire Department, adjacent property owners and residents

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$200,000*
	Cost of This Project Approval	\$10,000**
	Related Annual Operating Cost	\$N/A
	Increased Revenue Expected/Year	\$N/A

*Exact costs not yet determined, but project is expected to be higher than others with similar footage due to need to install all water main under pavement.

**Approximate cost of survey and design work needed to develop plans for this project.

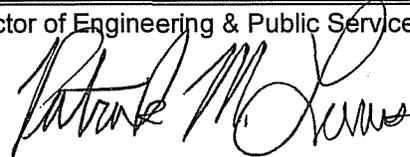
SOURCE OF FUNDS:	<u>City</u>	Account Number	Amount
	Engineering Operating	101-40.449 (various accounts)	\$10,000*
	<u>Other Funds</u>		

*Funds to be reimbursed by Special Assessment District upon confirmation by City Council.

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering & Public Services **DATE:** 07/14/10

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: July 19, 2010

RESOLUTION NUMBER 1

RESOLVED that it is the intention of this Council, as a necessary public improvement, to construct a water main of adequate size to service the properties fronting on Gee Drive between Glendale Court and East Noble Avenue, and the properties fronting on Glendale Court between its western end and Sackett Avenue, and to provide fire hydrants for fire protection; that the City shall pay One Dollar (\$1.00) plus any additional amount that the Council deems proper of cost thereof, the remaining cost to be levied according to the benefits upon the property benefited thereby; and that the City Engineer is hereby instructed to prepare and file with the City Clerk-Treasurer map, plan, profile, specifications, and estimate of the cost of said improvement, upon which a map he shall delimit for the Council the district to be included in the special assessment for said improvement, which shall include such property as shall be benefited by said improvement.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: LICENSE FROM ITC FOR TREE MAINTENANCE IN MEDIAN OF MAPLE BOULEVARD

DISCUSSION: The International Transmission Company (ITC) owns several tracts of land and several easements within the City of Monroe, over which pass the primary electric transmission lines that feed the distribution systems that serve our community and others in the vicinity. In order to keep in compliance with Federal mandates regarding vegetation removal within a certain horizontal and vertical distance from their overhead lines, ITC has been focusing on their properties in the Monroe area, and plans to completely remove nearly all of the trees on properties they own, and all of them that could constitute a hazard even in the next ten to twenty years due to their expected growth.

Perhaps the location where the tree removal will be the most noticed by City residents is the "median" of Maple Boulevard / Avenue from Elm Avenue to Scottwood Avenue. While they are only going to perform some trimming of deciduous street trees on roadways crossing this median, they intend to remove most, if not all, of the evergreen trees within this median area. In this case, Maple is split into two different platted roadways, and ITC is in fact the fee simple owner of the median, so the City cannot require any of these trees to be saved. However, through the diligent lobbying efforts of the Mayor and City Manager, ITC has agreed to plant some lower-growth ornamental trees in this area to mitigate the complete removal of all taller vegetation. As expected, ITC does not wish to be responsible for ensuring the growth of these trees, so they have placed the onus onto the Department of Public Services to water them for at least the first year. While the "out of pocket" costs to the Department's Forestry work group are very minor, obviously there are some intangible costs due to re-prioritization of other work activities. In all, it could be expected that costs for watering and general maintenance in the first year or so will approximate \$2,000 to \$3,000 but have already been figured into the Operating budget.

ITC has prepared a License Agreement (attached) for execution by the City. As the replanting of some sort of vegetation in this area represents a clear public benefit, it is recommended that this document be approved.

IT IS RECOMMENDED that the City Council approve the attached License Agreement with ITC, and that the City Manager or his designee be authorized to execute the document on behalf of the City.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: ITC plans to remove existing trees soon, and this agreement should be in place at the same time.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Engineering and Public Services Department, adjacent residents

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$N/A
	Cost of This Project Approval	\$2,000-\$3,000*
	Related Annual Operating Cost	\$N/A
	Increased Revenue Expected/Year	\$N/A

*Does not represent any out of pocket costs, but the relevant share of already-budgeted labor and equipment costs.

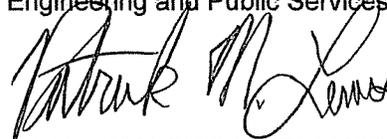
SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	DPS Operating Budget	101-60.468 (various accounts)	\$2,000-\$3,000

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Dir. of Engineering and Public Services **DATE:** 07/12/10

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: July 19, 2010

LICENSE

Date: May 25, 2010

Licensor: International Transmission Company, a Michigan corporation, 27175 Energy Way, Novi, Michigan 48377 ("ITC").

Licensee: The City of Monroe, 120 E. First Street, Monroe, Michigan 48161.

Premises: ITC's Property on Maple Boulevard between Orchard and Noble in the City of Monroe, County of Monroe, State of Michigan.

Permit Fee: Gratuitous.

ITC hereby permits Licensee to use the Premises for the purpose of watering and maintaining the newly planted vegetation in the Maple Boulevard median area.

This License is subject to the following terms and conditions:

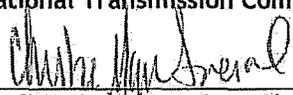
1. ITC shall have the right at all times to use and possess the Premises for any purpose, for example, to inspect and maintain its existing facilities, and to construct new facilities or allow third parties to construct new facilities on the Premises. Licensee's use of the Premises shall at all times be subordinate to ITC's use. Licensee assumes the risk of damage to Licensee's personal property on the Premises resulting from ITC's use of the Premises and waives all claims against ITC for any such damage.
2. No substance that is hazardous to human health or the environment, or the storage, treatment, or disposal of which is regulated by any governmental authority, may be used, stored, or disposed of on the Premises. Licensee agrees, to the extent allowed by law, to indemnify ITC from and against any and all claims, including fines and other penalties, resulting from violation of the terms of this paragraph by Licensee or Licensee's agents, invitees, employees, or contractors, and such agreement shall survive the termination of this License.
3. Licensee accepts the Premises in their condition at present and from time to time hereafter and waives any and all claims Licensee may at any time have against ITC related to the condition of the Premises. Licensee also agrees to assume all liability for and, to the extent allowed by law, indemnify ITC from and against all claims for any type of injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, employees, and invitees, arising out of Licensee's use of the Premises.
4. This License will continue until December 31, 2011.
5. Either ITC or Licensee may terminate this License at any time by giving the other written notice of termination. Notice of termination shall be given to the address indicated above or such other address as ITC or Licensee hereafter specifies in writing to the other. Notice of termination will be effective upon personal delivery or mailing by first-class mail.
6. This License is personal to Licensee. Licensee may not assign this License.
7. Licensee shall maintain in force at all times while this License is in effect a policy of Commercial General Liability Insurance, with a minimum combined bodily injury and property damage single limit of \$1,000,000 per occurrence. The policy shall not be subject to deductibles or self-insured retentions unless Licensor approves otherwise in writing. Said policy must be in Licensee's name and must name

Licensors as an additional insured to the full extent of Licensors' potential loss or liability arising out of Licensee's use of the Premises.

8. This License is subject to any licenses, leases, easements, or other interest in the Premises heretofore granted by ITC or its predecessors in title, and to any such interests reserved to other parties in instruments granted to ITC or its predecessors in title. Licensee is responsible to give required notices, to secure necessary consents and permits from existing lessees, licensees, easement owners, and owners of other interests, and to comply with other requirements of such existing leases, licenses, easements, and other instruments.

9. Licensee and ITC agree that should Licensee fail to properly water and/or maintain the newly planted vegetation, ITC shall be under no obligation to replace any vegetation on the Premises.

International Transmission Company

By: 
Christine Mason-Soner

Its: Vice President and General Counsel-Utility
Operations

Accepted:

The City of Monroe

By: _____

Its:

Date: _____



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: LICENSE FROM ITC FOR TREE MAINTENANCE IN MEDIAN OF MAPLE BOULEVARD

DISCUSSION: The International Transmission Company (ITC) owns several tracts of land and several easements within the City of Monroe, over which pass the primary electric transmission lines that feed the distribution systems that serve our community and others in the vicinity. In order to keep in compliance with Federal mandates regarding vegetation removal within a certain horizontal and vertical distance from their overhead lines, ITC has been focusing on their properties in the Monroe area, and plans to completely remove nearly all of the trees on properties they own, and all of them that could constitute a hazard even in the next ten to twenty years due to their expected growth.

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IT IS RECOMMENDED that the City Council approve the attached License Agreement with ITC, and that the City Manager or his designee be authorized to execute the document on behalf of the City.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: ITC plans to remove existing trees soon, and this agreement should be in place at the same time.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Engineering and Public Services Department, adjacent residents

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$N/A
	Cost of This Project Approval	\$2,000-\$3,000*
	Related Annual Operating Cost	\$N/A
	Increased Revenue Expected/Year	\$N/A

*Does not represent any out of pocket costs, but the relevant share of already-budgeted labor and equipment costs.

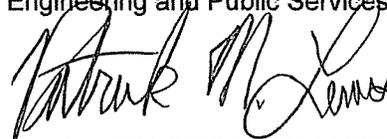
SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	DPS Operating Budget	101-60.468 (various accounts)	\$2,000-\$3,000

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Dir. of Engineering and Public Services **DATE:** 07/12/10

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: July 19, 2010

LICENSE

Date: May 25, 2010

Licensor: International Transmission Company, a Michigan corporation, 27175 Energy Way, Novi, Michigan 48377 ("ITC").

Licensee: The City of Monroe, 120 E. First Street, Monroe, Michigan 48161.

Premises: ITC's Property on Maple Boulevard between Orchard and Noble in the City of Monroe, County of Monroe, State of Michigan.

Permit Fee: Gratuitous.

ITC hereby permits Licensee to use the Premises for the purpose of watering and maintaining the newly planted vegetation in the Maple Boulevard median area.

This License is subject to the following terms and conditions:

1. ITC shall have the right at all times to use and possess the Premises for any purpose, for example, to inspect and maintain its existing facilities, and to construct new facilities or allow third parties to construct new facilities on the Premises. Licensee's use of the Premises shall at all times be subordinate to ITC's use. Licensee assumes the risk of damage to Licensee's personal property on the Premises resulting from ITC's use of the Premises and waives all claims against ITC for any such damage.
2. No substance that is hazardous to human health or the environment, or the storage, treatment, or disposal of which is regulated by any governmental authority, may be used, stored, or disposed of on the Premises. Licensee agrees, to the extent allowed by law, to indemnify ITC from and against any and all claims, including fines and other penalties, resulting from violation of the terms of this paragraph by Licensee or Licensee's agents, invitees, employees, or contractors, and such agreement shall survive the termination of this License.
3. Licensee accepts the Premises in their condition at present and from time to time hereafter and waives any and all claims Licensee may at any time have against ITC related to the condition of the Premises. Licensee also agrees to assume all liability for and, to the extent allowed by law, indemnify ITC from and against all claims for any type of injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, employees, and invitees, arising out of Licensee's use of the Premises.
4. This License will continue until December 31, 2011.
5. Either ITC or Licensee may terminate this License at any time by giving the other written notice of termination. Notice of termination shall be given to the address indicated above or such other address as ITC or Licensee hereafter specifies in writing to the other. Notice of termination will be effective upon personal delivery or mailing by first-class mail.
6. This License is personal to Licensee. Licensee may not assign this License.
7. Licensee shall maintain in force at all times while this License is in effect a policy of Commercial General Liability Insurance, with a minimum combined bodily injury and property damage single limit of \$1,000,000 per occurrence. The policy shall not be subject to deductibles or self-insured retentions unless Licensor approves otherwise in writing. Said policy must be in Licensee's name and must name

Licensors as an additional insured to the full extent of Licensor's potential loss or liability arising out of Licensee's use of the Premises.

8. This License is subject to any licenses, leases, easements, or other interest in the Premises heretofore granted by ITC or its predecessors in title, and to any such interests reserved to other parties in instruments granted to ITC or its predecessors in title. Licensee is responsible to give required notices, to secure necessary consents and permits from existing lessees, licensees, easement owners, and owners of other interests, and to comply with other requirements of such existing leases, licenses, easements, and other instruments.

9. Licensee and ITC agree that should Licensee fail to properly water and/or maintain the newly planted vegetation, ITC shall be under no obligation to replace any vegetation on the Premises.

International Transmission Company

By: 
Christine Mason-Soner

Its: Vice President and General Counsel-Utility
Operations

Accepted:

The City of Monroe

By: _____

Its:

Date: _____



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: GREAT LAKES RESTORATION INITIATIVE – CONSULTANT AWARD

DISCUSSION: Over the past year or so, the City of Monroe, along with substantial assistance and support from the Monroe County Drain Commissioner and citizen members of the Commission on Water Quality and the Environment, has been pursuing a grant through the United States Environmental Protection Agency (EPA) under their Great Lakes Restoration Initiative (GLRI) for grant funding. The ultimate project that has been presented would remediate (modify) all six (6) of the City's low head dams in the River Raisin, along with the Waterloo Dam, to provide for fish passage and other recreational opportunities into areas where these dams presently represent a substantial impairment. The City was notified in late May that our project had been selected as one of 270 finalists in the overall \$160 million program, and the formal grant application was submitted to the EPA on June 22. It has been attached for your further review. The total amount of the award would be \$1,266,400, and with that funding we are hoping to be able to complete work on up to four (4) dams, and we would solicit funding to complete work on the remaining dams in a future year. Tentatively, the work activities would include "notching out" of the top portion of some dams where the sanitary sewers would not be affected, and providing "rock ramps" of varying width on the face of all dams. The intent of this project is not to permanently remove any of the structures, only to modify them to allow for fish passage and increased recreational activities. It is our intent to construct in Summer / Fall 2011 during low flow conditions in the River.

As with most Federal projects, a non-Federal match is required or strongly encouraged. We have been fortunate in that the City has many willing partners to assist us in providing this match, mostly as an "in kind" donation for services and personnel time. The grant application includes a match of \$16,000 from the City of Monroe, \$14,000 from the State of Michigan Department of Natural Resources and the Environment (MDNRE) Fisheries Division, \$16,000 from the Monroe County Drain Commissioner's Office in various services, and \$19,000 from various other individuals on the River Raisin Public Advisory Council. In addition, Stoneco of Monroe Township has pledged a 25% discount on any stone used for the project, and while this work will have to be publicly bid, this will drive the cost down regardless. Lastly, the project consultant will be assigning \$7,000 of their project cost as a voluntary match on the project.

Our understanding is that our selection as a "finalist" is mostly a formality, and that the EPA will formally approve grant funding on review of the grant application forms. Formal notice from the EPA is forthcoming within the next month or two. As a result, in order to keep the project on its intended schedule, we solicited statements of qualifications for design and construction engineering for the entire project. A copy of this request has been attached with this Fact Sheet. Though this was advertised for over three (3) weeks and direct mailed to firms known to have the capability of carrying out this work, only two (2) consulting firms declared their intent to submit prior to the stated deadline, and these two actually teamed up on a single proposal, which has been attached with this Fact Sheet (less the voluminous resumes of all but the project manager). The prime consultant will be JFNew of Ann Arbor. The project manager for this firm, Scott Dierks, has worked very closely with the City and other area partners in the past, and actually assisted us in developing the preliminary grant application. At this time, we are seeking Council approval of the consultant selection, so that design can begin as soon as formal approval is given. The EPA has indicated that even though a single proposal was submitted, our selection process meets the criteria for public advertisement. As indicated in the attached fee summary, the total cost for JFNew's services as outline in their proposal would be \$342,600, with \$7,000 of these fees assigned as the volunteer match described above. While this seems like an excessive amount relative to the actual construction costs (which are roughly \$900,000), a project of this type includes voluminous studies, public hearings, and State and Local agency review coordination and permitting. These costs were contemplated in the grant application and this award is consistent with it as well. The City must enter into contracts for all vendors under this grant, costs are on a reimbursement basis, and other than an expected 2-3 day reimbursement delay, no out-of-pocket costs need to be budgeted by the City.

IT IS RECOMMENDED that the City Council award a contract to JFNew in the amount of \$342,600 as detailed above, conditioned on final EPA grant approval that the Director of Engineering and Public Services or his designee 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: Project design can commence immediately upon formal grant approval.

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 and Public Services Department, Water and Wastewater Utilities Department, various advocacy groups, River Raisin users, adjacent property owners

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$1,368,480*
	Cost of This Project Approval	\$342,600**
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

*Includes EPA grant plus non-Federal "in kind" matches.

**Contract award to vendor, will be reimbursed fully by EPA grant.

SOURCE OF FUNDS:	<u>City</u>	Account Number	Amount
	<u>Other Funds</u>		
	GLRI Grant		\$342,600

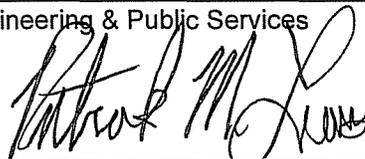
Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Dir. of Engineering & Public Services **DATE:** 07/15/10

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: July 19, 2010





CITY OF MONROE

Water and Wastewater Utilities

June 22, 2010

U.S. Environmental Protection Agency
Great Lakes National Program Office
77 W. Jackson Boulevard (G-17J)
Chicago, Illinois 60604-3511

Attn: Marcia Damato

RE: RESTORING LAKE ERIE FISH PASSAGE IN THE RIVER RAISIN AOC
ID: EPAGLNPO-2010-H-2-1195-737
APPLICANT ORGANIZATION: CITY OF MONROE.
SELECTION AMOUNT: \$1,266,400

Dear Ms. Damato:

The City of Monroe herewith submits a federal grant application to the U.S. EPA's Great Lakes National Program Office for the above project as part of the Great Lakes Restoration Initiative.

Please feel free to contact this office if you should have any questions.

Sincerely,

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

cc: Lawrence Brail, United States Environmental Protection Agency, Great Lakes National Program Office (G-17J), West Jackson Boulevard, Chicago, IL 60604-3590 (ORIGINAL)
Mr. William Parkus, Southeast Michigan Council of Governments, 535 Griswold, Suite 300, Detroit, MI 48226 (COPY)

Application for Federal Assistance SF-424		Version 02
*1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		*2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision *If Revision, select appropriate letter(s): * Other (Specify)
*3. Date Received:		4. Application Identifier:
5a. Federal Entity Identifier:		*5b. Federal Award Identifier:
State Use Only:		
6. Date Received by State:		7. State Application Identifier:
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Monroe, Michigan		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 38-6004638		*c. Organizational DUNS: 068098755
d. Address:		
*Street1: 120 East First Street		
Street 2:		
*City: Monroe		
County:		
*State: Michigan		
Province:		
Country: USA		*Zip/ Postal Code: 48161
e. Organizational Unit:		
Department Name: Water & Wastewater Department		Division Name:
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mr. Middle Name:		First Name: Barry
*Last Name: LaRoy		
Suffix: P.E.		
Title: Director of Water and Wastewater Utilities		
Organizational Affiliation: City of Monroe, Michigan		
*Telephone Number: (734)384-9122		Fax Number: (734)384-9108
*Email: barry.laroy@monroemi.gov		

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type: C. City or Township Government

Type of Applicant 2: Select Applicant Type:
- Select One -

Type of Applicant 3: Select Applicant Type:
- Select One -

*Other (specify):

*10. Name of Federal Agency:
USEPA – Great Lakes National Program Office

11. Catalog of Federal Domestic Assistance Number:
66-469

CFDA Title:
Great Lakes Program

*12. Funding Opportunity Number: EPA-R5-GL2010-1

*Title:
Great Lakes Restoration Initiative
Request for Proposals

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Monroe, MI
Monroe Charter Township
Frenchtown Charter Township
River Raisin watershed (lower ~14 miles of River)

*15. Descriptive Title of Applicant's Project:
Restoring Lake Erie Fish Passage in the River Raisin AOC

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

*a. Applicant 15

*b. Program/Project: 15

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 10/01/2010

*b. End Date: 10/30/2012

18. Estimated Funding (\$):

*a. Federal \$1,266,400

*d. Local

*b. Applicant \$16,020

*e. Other

*c. State \$13,500

*f. Program Income

*d. Local \$72,560

*g. TOTAL \$1,368,480

\$0:00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)

- Yes
- No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

**I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr.

*First Name: George

Middle Name:

*Last Name: Brown

Suffix:

*Title: City of Monroe - Manager

*Telephone Number: (734)384-9144

Fax Number: (734)384-9108

*Email: george.brown@monroemi.gov

*Signature of Authorized Representative:

Date Signed: June 21, 2010

Application for Federal Assistance SF-424

Version 02

***Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

N/A

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 0348-0044

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Project Oversight & Construction	11.463	\$	\$	\$ 48,200.00	\$ 34,700.00	\$ 82,900.00
2. Pre & Post Assessment	11.463			98,200.00	10,400.00	108,600.00
3. Design & Permitting	11.463			165,000.00	13,680.00	178,680.00
4. Construction	11.463			955,000.00	43,300.00	998,300.00
5. Totals		\$ 0.00	\$ 0.00	\$ 1,266,400.00	\$ 102,080.00	\$ 1,368,480.00
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)	
	(1) Project Oversight & Construction	(2) Pre & Post Assessment	(3) Design & Permitting	Construction		
a. Personnel	\$	\$ 18,000.00	\$	\$	\$ 18,000.00	
b. Fringe Benefits					0.00	
c. Travel		1,200.00			1,200.00	
d. Equipment					0.00	
e. Supplies		4,600.00			4,600.00	
f. Contractual		43,600.00	79,000.00	165,000.00	955,000.00	1,242,600.00
g. Construction					0.00	
h. Other					0.00	
i. Total Direct Charges (sum of 6a-6h)		48,200.00	98,200.00	165,000.00	955,000.00	1,266,400.00
j. Indirect Charges					0.00	
k. TOTALS (sum of 6i and 6j)	\$	48,200.00	\$ 98,200.00	\$ 165,000.00	\$ 955,000.00	\$ 1,266,400.00
7. Program Income		\$	\$	\$	\$	\$ 0.00

Authorized for Local Reproduction

Standard Form 424A (Rev. 7-97)
Prescribed by OMB Circular A-102

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. Project Oversight & Communication Plan	\$ 4,860.00	\$ 4,860.00	\$ 24,980.00	\$ 34,700.00	
9. Pre & Post Assessments	720.00	2,880.00	6,800.00	10,400.00	
10. Design & Permitting	3,960.00	2,880.00	6,840.00	13,680.00	
11. Construction	6,480.00	2,880.00	33,940.00	43,300.00	
12. TOTAL (sum of lines 8-11)	\$ 16,020.00	\$ 13,500.00	\$ 72,560.00	\$ 102,080.00	
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 983,168.00	\$ 106,430.00	\$ 88,830.00	\$ 60,329.00	\$ 727,579.00
14. Non-Federal	0.00				
15. TOTAL (sum of lines 13 and 14)	\$ 983,168.00	\$ 106,430.00	\$ 88,830.00	\$ 60,329.00	\$ 727,579.00
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (Years)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16. Project Oversight & Communication Plan	\$ 37,318.00	\$ 10,882.00	\$	\$	
17. Pre & Post Assessments	64,600.00	33,600.00			
18. Design & Permitting	165,000.00	0.00			
19. Construction	716,250.00	238,750.00			
20. TOTAL (sum of lines 16-19)	\$ 983,168.00	\$ 283,232.00	\$ 0.00	\$ 0.00	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:		22. Indirect Charges:			
23. Remarks: There are no anticipated indirect charges on this project.					

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

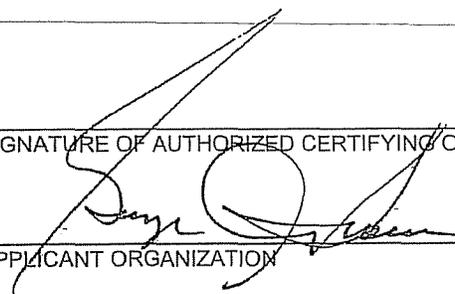
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age-Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City of Monroe-Manager
APPLICANT ORGANIZATION City of Monroe-Michigan	DATE SUBMITTED June 21, 2010

Cover Page

1. Funding Opportunity: **EPA-R5-GL2010-1 - Great Lakes Restoration Initiative Request for Proposals**
Focus Area: **I.D. Habitat and Wildlife Protection and Restoration**
Program: **2. Habitat Restoration in Areas of Concern**
2. Name of Proposal (limit to 60 characters): **Restoring Lake Erie Fish Passage in the River Raisin AOC**
3. **Benefit to Organization:** This project will improve fish and small craft passage over Monroe's existing dams and provide the City's first unencumbered passage over the dams in over 70 years. As a consequence of this work and the partnerships that will be created to undertake it, this project provides benefits to all of the City's strategic plan priorities, including:
 - A. Economic benefits – including additional fishing and boating opportunities, and possibly result in the City's first canoe livery
 - B. Development of new, and strengthening of existing, private/public partnerships
 - C. Supports historic preservation by leaving the dams in place
 - D. Enhances public welfare with safer passage over the dams and more exercise opportunities
 - E. Provision of an innovative government solution to existing dams
 - F. Increases and enhances recreational opportunities in the City
4. Points of Contact (provide name, organization, address, phone and fax numbers, email address and DUNS number):
Barry Laroy, PE, Director of Water and Wastewater Utilities, City of Monroe, 120 East First Street, Monroe, Michigan, 48161. Barry.Laroy@monroemi.gov; (734)384-9122; (734) 384-9108 fax. DUNS: 068098755
5. Type of Organization: **Public Agency** (Select from the following: State Agency, Interstate Agency, Tribe or Tribal Organization, College or University, Other Public or Non-Profit Agency, Institution or Organization)
6. Proposed Funding Request (Total dollar amount requested): **\$1, 266,400**

Brief Project Description (595 character limit): The City of Monroe, Michigan proposes to advance the delisting of fish and wildlife-related Beneficial Use Impairments (BUIs) in the River Raisin Area of Concern (AOC) by installing fish passage structures at four low-head dams at the mouth of the River. This initial phase, which will provide fish passage for 3.5 miles to the river mouth at Lake Erie. The project will also produce a plan for a Phase II effort the following year, entailing fish passage structure installation/ repair at three additional dams, extending fish passage to Lake Erie by an additional 10 miles.
7. Project Location (Specify, and include (if applicable) 8-12 digit HUC code
HUC Code: 04100002
Latitude and Longitude: 41° 54' 59" N 83° 23' 52" W
Location: City of Monroe, Monroe County, Michigan 48161

1. PROJECT NARRATIVE

Project Description

The City of Monroe (the City) and its project partners, including the Michigan Department of Natural Resources and Environment (MDNRE), the River Raisin Public Advisory Council (RR PAC), and the Monroe County Drain Commissioner (MCDC), among others, are proposing to undertake the first phase of a two-part plan to provide fish passage over the City's seven dams and open up Lake Erie to the lower 13.5 miles of the River Raisin for the first time in over 70 years (refer to **Sheet 1** of the **Conceptual Design Plan** for location map and **Sheet 2** for plan view in the **Appendix**). This would be a significant achievement for several reasons, not the least of which is reconnecting the bedrock streambed of the Raisin to the lake. This bedrock streambed is unique to the southern Peninsula of Michigan. In fact, one American-Indian name for the Raisin was Nummaspee or "River of Sturgeon". Bedrock-lined channels are the favored spawning habitat for sturgeon.

The River Raisin is one of the top priority impaired watersheds to restore by 2017 by the MDNRE. The Raisin is located in southeast Lower Michigan and drains to the Western Lake Erie basin at Monroe, Michigan. The Raisin flows through portions of five Michigan counties and a small corner of Ohio. The watershed covers 1,059 square miles and has a population of approximately 189,000. The Raisin economy is very closely tied to agriculture, the land use that covers roughly 75% of the watershed, with most farms grow corn and soybeans.

The City's dams (refer to **Concept Design Plan Set** in the **Appendix**) were originally built in the mid-1930s to facilitate conveyance of sanitary sewer over the river's bedrock bottom. Removal of the dams or construction of fish passage structures, was originally recommended by the Michigan Department of Natural Resources in the River Raisin Assessment published in 1998 (refer to Fisheries Special Report 23: http://www.michigan.gov/dnr/0,1607,7-153-10364_52259_10951_19056-46270--,00.html). Since that time it has been recommended as a priority project in the recently approved River Raisin Watershed Management Plan (http://www.michigan.gov/deq/0,1607,7-135-3313_3682_3714_31581-228325--,00.html) and as the top priority project for delisting the fish and wildlife habitat beneficial use impairment (BUI) in the River Raisin AOC.

In Phase 1, the phase we are currently seeking funding for, two wide (30ft – 50ft), shallow (1ft to 3ft down) notches will be cut in the dams that no longer contain functional sanitary sewer, and two (or possibly three) rock ramps with flows deep enough and slow enough for fish to swim up and over the dams, will be constructed. Phase 1 would create fish passage from Lake Erie to the lower 3.5 miles of the Raisin. Phase 2 would include three additional rock ramps in the three upstream dams and extend fish passage another ten miles upstream.

Four aspects of this project will simplify and expedite assessment, design and construction. First, access to all the dams is either through public property (see **sheet 2** of the **conceptual design plan set**), or in the case of Dam 5, through property owned by the Sisters, Servants of the Immaculate Heart of Mary (IHM). The IHM has already committed to providing the City access through their property for phase 2 of this project.

The next two key aspects of this project, the river's limestone bedrock bottom and the bottom-draw sluice gates in each of the six low head dams, allow the water level behind each low head dam to be drawn down to the bedrock bottom. With the water drawn down, heavy equipment access is, in one word, unrestricted (see **Figure 1** below).



Figure 1. Heavy equipment operating on River Raisin bottom after pulling dam sluice gate

All the Monroe low head dams are downstream of the 9-ft high Waterloo Dam. In 2008 when the sluice gates were removed, visual inspection revealed that the low head dam impoundments have accumulated very little sediment, while several feet of sediment has collected behind the Waterloo Dam. Given the limited build-up of sediment behind the low head dams, and the fact that the water level will remain roughly the same behind them pre- and post-construction we believe there will be little if any mobilization of bed sediment into Lake Erie due to this project. This conjecture will be confirmed during the project assessment task.

The proposed notches and rock ramps will create both safe fish and canoe/kayak passage over the dams during low and average daily flow periods. Currently, there is no safe passage for canoes or kayaks through this reach. This "blue highway" could connect the River Raisin with Lake Erie and with Sterling State Park, which is just north of the mouth of Raisin on Lake Erie and one of the areas that is part of the Detroit River International Wildlife Refuge. For more information see <http://www.fws.gov/refuges/profiles/index.cfm?id=31521>.

The primary goals of this restoration project are to:

- Restore hydrologic and habitat connection between the River Raisin and Lake Erie by creating fish passage over/through four of the six low head dams in the 3.5 miles of the lower River Raisin. This will allow for free movement of a variety of fish, freshwater mussels, aquatic insects, waterfowl, and other wetland dependent fauna at all flow rates.
- Stimulate and attract additional funding for Phase 2 of this project – construction of fish passage structures over the two remaining low head dams and the Waterloo Dam to ensure fish passage from Lake Erie to the lower 13.5 miles of the River Raisin.
- Restore fish passage for all low flow dams in a manner that also ensures safe passage of small boat traffic (e.g., canoes, kayaks) over the dams as well.
- Stimulate the local economy through increased recreational use of the River Raisin, including recreational angling, boating, and wildlife sightseeing opportunities.

2. RELEVANCE TO GREAT LAKES NEEDS AND PRIORITIES

The proposed project addresses the "Habitat and Wildlife Protection and Restoration" focus area of the U.S. Environmental Protection Agency's (USEPA) **Great Lakes Restoration Initiative (GLRI)** and, more specifically, the "Habitat Restoration in Great Lakes Areas of Concern" subcategory. Rock ramp construction and dam modification will "reconnect" substantial reaches of the River Raisin with Lake Erie, and "improve the quality of ecosystems"; "lead to the delisting of habitat-related Beneficial Use Impairments"; and "lead to the achievement of blueprint-area goals" by implementing key recommendations of the **River Raisin Area Remedial Action Plan Update** (August, 2006). The project also addresses a GLRI goal (ID 205) to "improve the quality of ecosystems in urban areas and lead to delisting of habitat-related beneficial use impairments."

The proposed project will restore and protect a "critical ecosystem", improve water quality and lead to AOC-delisting, as called for in Sub-objective 4.3.3 of **USEPA's 2006-2011 Strategic Plan** titled "Improve the Health of Great Lakes Ecosystems." The project is also consistent with the **Great Lakes Regional Collaboration Strategy** and its priority on "Riverine Habitats and Related Riparian Areas." As noted in our proposed approach, project outcomes are consistent with many of the long-term goals associated with that priority (i.e., conservation of rivers, sustaining native/ migratory fish and aquatic biota and wildlife, barrier-free access to spawning/ nursery areas, reduction of sedimentation and nutrient inflow; natural flow regime restoration).

The **River Raisin Remedial Action Plan Update** (August 2002) identifies "blocked migration routes" as a contributing factor to the "degradation of fish and wildlife populations" BUI, and notes that fish community changes over time are "due to the effects of dam construction..." The modification and construction of fish passage structure over Monroe's low head dams within the AOC has achieved the consensus approval of the River Raisin Public Advisory Committee (RR PAC), local governments, and citizen organizations throughout the AOC. The phase 1 portion of this proposed project will achieve 20% of the target projects for delisting two BUIs (i.e., loss of fish and wildlife habitat, degradation of fish and wildlife populations) and restoring hydrologic connectivity and natural flow in the lower 3.5 miles of the River Raisin; remove significant obstacles to fish migration and access to potential spawning and nursery habitat.

Phase 2 of the project will complete another ~20% of the targeted projects for delisting. Two GLRI proposals submitted under this current Request for Proposal by the MNDRE for fish and wildlife habitat restoration at the Sterling State Park will achieve the remaining restoration needed to restore the habitat and population BUIs in the River Raisin AOC (see MDNRE proposals "River Raisin Wetland Enhancement and Habitat Evaluation" and "William C. Sterling State Park Marsh and Prairie Restoration").

MDNRE's **Strategy for Delisting Michigan's Great Lakes Areas of Concern** (2010) identifies this project as a Tier 1 priority action to achieve removal of the fish and wildlife habitat related BUIs (http://www.michigan.gov/deq/0,1607,7-135-3313_3677_15430--,00.html). In addition, this project helps Michigan achieve goals and recommendations outlined in the state's **MI Great Lakes Plan** (2009), including to "Conserve, enhance and restore Michigan's fish and wildlife by restoring and protecting natural communities, the diverse habitats they provide and the ecological processes that sustain them;" "To restore habitat connectivity and minimize fragmentation of terrestrial and aquatic environments;" and, "Habitat restoration in urban areas should be supported at the state level," which is evident by the MNDRE's attached letter of commitment (http://www.michigan.gov/deq/0,1607,7-135-3313_3677--,00.html).

3. METHODOLOGY AND DELIVERABLES

In the interest of timeliness and efficiency, the City will soon initiate a competitive process (via public notice) to secure the services of a consultant team to assist with various aspects of project implementation, including ecological/ engineering assessments, engineering design, and construction oversight. This would also improve the teams' qualifications for other grant opportunities. The consultant selection process, which will be consistent with City contracting standards and also meet USEPA requirements, will be completed in July, 2010.

TASK 1 – PROJECT OVERSIGHT

Project oversight will be provided by a Project Oversight Committee (POC). Members will include the Project Team—the City and County, the MDNRE, and the selected consultant team. Invitations will also be extended to USEPA, the US Army Corps of Engineers (ACOE), and representatives of the RR PAC, educational institutions, environmental groups, and economic development interests. Efforts will be made to ensure that the committee is a representative cross section of the stakeholder community, and is comprised of individuals committed to an efficient, effective and transparent process. Subtasks include:

- A. **Project Kick-Off:** Project activities will commence with a project kickoff meeting where expectations will be agreed upon, the Work Plan, task sequence and schedule refined and a set schedule for coordination meetings and progress reports established. Complementing these activities are pre-implementation ecological and engineering assessments and public meetings.
- B. **POC Meetings:** The POC will meet on a regular bi-monthly basis, except when review of deliverables or preparation for public meetings, site assessments, construction activities, etc., demand a deviation from this schedule (See **Section 4** for schedule).
- C. **Final Project Report:** The final report will essentially combine a Basis of Design report with a summary comparison of the pre-construction and post-construction ecological assessments. In addition, the report will provide the vision for design and implementation plans for Phase 2. The POC will also capture public reaction to the changes following construction, including interviews with fisherman, canoeists, kayakers and local businesses on their reactions and observations.

TASK 2 - SITE ASSESSMENT

The site assessment includes all the work necessary to characterize access (and confirm access ownership); location, condition and any potential conflicts of infrastructure (including the dams and sewer crossing information); channel dimensions and sediment build-up in the project area along with a detailed ecological assessment, including fish, macroinvertebrates, mussels and vegetation. ~~Macroinvertebrate and mussel sampling will be done in the four impoundments slated for fish passage improvements, as well as above the Waterloo Dam. Sampling will be done in the Fall, 2010. Fish~~ sampling will be done in all the impoundments, once in Fall, 2010 to check the resident fish population and once in Spring, 2011 to check on spawning migration.

- A. **Pre-Construction Ecological Conditions Assessment:** Ecological assessments for this project will include pre- and post-construction assessments. The pre-implementation assessment for all dams will be completed in Fall 2010 and Spring 2011. The assessment work will be coordinated by MDNRE and performed by their staff, the selected consultant team and staff biologists at DTE Energy Company and will include surveys of fish, mussels, aquatic plants, and invertebrates in impoundments 1, 2, 3 and 6.

- B. Engineering Assessment:** Other monitoring and assessment work to support engineering analyses includes mapping and surveying access and infrastructure (including all dam dimensions), identifying temporary easements (if needed), and water level measurements along with a detailed channel cross-section, bathymetry and longitudinal profile survey. With the dam structures remaining in place, and initial assessment suggesting little sediment build-up behind these lower dams, we anticipate some cursory sediment sampling, but not a large scale assessment.

TASK 3: COMMUNICATION PLAN The POC will develop a Communications Plan at project outset to specify how project efforts (i.e., key activities, milestones, performance metrics, stakeholder engagement opportunities) will be shared with interested parties. The Project Team (the City, County, MDNRE and consultant team) will also establish a project web site on with regularly updated information and notices of public involvement opportunities. At least three public meetings are planned: an introduction to the project and visioning process near the outset; a pre-construction meeting to let residents know about the construction process, risks and potential impacts and then near the end of the project a final meeting to summarize project results and to discuss future steps and opportunities.

Subtasks include:

- A. Public Meetings:** The project work plan includes a series of public meetings to build a wider, even more general consensus for dam remediation and fish/recreational boat passage over the dams. This includes a televised introductory meeting that will also include a visioning process for improving fishing and boating opportunities near the outset of the project, a pre-construction meeting and another meeting to present post-construction monitoring results and discuss future opportunities, including Phase 2 of this project and a discussion on the potential, positive economic impacts to downtown Monroe and the region as a whole.
- B. Project Web Site:** The Project Team will establish and regularly update a project web site extensively linked to other relevant sites. The site will summarize all relevant facts about the project; contain a project calendar with regular notices on upcoming events and milestones; and provide an open, mediated forum for questions and answers. Other pertinent information, including selected project files, will be made available for downloading. The Project Team will use the project web site, other electronic vehicles (e.g., Great Lakes Information Network) and more conventional mechanisms (e.g., MI Statewide Public Advisory Committee meetings, IAGLR, AWRA) to share lessons learned and success stories to a broad, regional audience.
- C. Videography:** The Monroe County Drain Commissioner will oversee cable casting the public meetings and will videotape all construction activities and prepare an interactive DVD of the project for wide distribution. The DVD will cover design aspects and monitoring results and will provide an excellent tool to introduce this project and the concepts of ecosystem restoration to a broad audience. ~~At a minimum, distribution will include Raisin non-profit organizations, such as the River Raisin Watershed Council, the River Raisin Institute and local school systems.~~ We will also provide a link on the website to excerpts and ordering information.

TASK 4. FISH PASSAGE DESIGN AND PERMITTING

As a prelude to the project, the City retained JFNew (www.jfnew.com) to assist in defining the project and conduct a hydraulic feasibility study using simplified HEC-RAS model of the lower Raisin and the six low head dams. The model was based on the Monroe County Flood Insurance Study (FIS) of 2000. The actual data for the FIS is from a 1974 US Geological Survey (USGS) hydraulic model. The simplified model was used to develop initial estimates of modifications and dimensions of changes or additions to the

existing dams. The model results, both the existing and proposed hydraulic profiles area shown on **Sheet 5 of Conceptual Design Plan Set** in the **Appendix**.

Currently, the Phase 1 conceptual plan is to install rock ramps at dams 1 and 6 and cut notches in dams 2 and 3. The simplified hydraulic model will be upgraded to a detailed model of the river and dams using the assessment data from Task 1 and any updates in River Raisin and Lake Erie hydrology. It will be used to test design scenarios. For instance, the concept design currently shows the ramps extending the width of the river. This is based on the conservative assumption that a design that ties the structure into both stream banks offers the most stability. However, JFNew and the City are currently investigating other options, e.g., where the ramps only extend partway across the river. Subtasks include:

- A. Update HEC-RAS Hydraulic Model:** The design team will obtain the latest USGS Monroe gage data for the Raisin River and historic Lake Erie lake levels. The team will utilize this data and the dam and bathymetry survey data to update and validate the model. The validated model will be used to assess critical design parameters for fish passage, including velocity and water depth over the dam crossings. The model will also be used to demonstrate that the selected alternatives cause no increase in flood elevations in or upstream of Monroe.
- B. Engineering Design/ Bid Specifications for Fish Passage Structures/Modifications on Dams, 1, 2, 3 and 6:** The Project Team will prepare the technical plans and specifications necessary to complete fish passage design for dams 1, 2, 3 and 6 (refer to **Conceptual Design Plan Set** in the **Appendix**).
- C. Obtain Permits:** The Construction Storm Water Permit, Soil Erosion and Sediment Control Permit, Dam Removal permit and Section 301/303 and 404 permits will be obtained before construction commences. The MDNRE has already stated their support for the project and a willingness to help the City obtain the necessary permits within a reasonable time period. We do not foresee any significant delays to the construction schedule due to permitting this project.

TASK 5 - CONSTRUCTION

These activities include the preparation of a construction bid package in order to secure a Contractor to perform impoundment construction activities to realize the final design. The Project Team will support the City of Monroe in the public bidding process and provide construction oversight and reporting. The Project Team will provide contractor oversight of demolition and removal, construction debris disposal/recycling, site grading and restoration, and impacted materials stockpiling and disposal and verify that the Contractor performs the work in accordance with the contract documents and bid specifications. Note that the local quarry Stoneco has pledged a 25% discount on stone supplied to the project (see attached **Letters of Support** in **Appendix**).

TASK 6 – POST CONSTRUCTION ASSESSMENT

~~The second set of post-removal ecological assessments will be done for Dams 1, 4, 5 and 6~~ approximately one year after the Phase 2 dam removals are completed. These assessments will include surveys of fish, mussels, aquatic plants, and invertebrates, following the same protocol and using the same team as the pre-construction assessment. Macroinvertebrate and mussel sampling will be done in the four impoundments and above the Waterloo Dam in the Fall, 2012. Fish sampling will be done in the same locations, once in Spring, 2012 to check the resident fish population and once in Fall, 2012 to check on spawning migration populations.

Restoring Fish Passage in
The River Raisin AOC

4. MILESTONES AND SCHEDULE

TASK	Description	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Apr-12	Sep-12	Oct-12
1	PROJECT OVERSIGHT																		
	Project Kick-Off Meeting		1																
	Project Advisory Committee Meetings			x		x		x		x		x		x			x		x
	Final Project Report																		12
2	SITE ASSESSMENT																		
	Pre-removal Eco. Assessment																		
	Engineering Assessment																		
3	COMMUNICATION PLAN																		
	Create & Maintain project website																		
	Public Meetings					2						6							11
	Videography																		
4	FISH PASSAGE DESIGN AND PERMITTING																		
	Update Raisin Hydraulic Model																		
	Engineering Design					3		4											
	Obtain Permits										5								
5	CONSTRUCTION																		
	Construction Bid																		
	Award Project																		
	Construction																		
6	POST-REMOVAL ASSESSMENT																		
	Fish																		9
	Macroinvertebrates and mussels																		10

- MILESTONES & DELIVERABLES**
- 1. Project Kick-Off Meeting
 - 2. Public Meeting Introduction
 - 3. 50% Design Plan Set
 - 4. Construction Doc.s/Permit Applications
 - 5. Obtain permits
 - 6. Preconstruction Public Meeting
 - 7. Award Construction Contract
 - 8. Finish Construction
 - 9. Spring post-construction sampling
 - 10. Fall post-construction sampling
 - 11. Post-implementation Public Meeting
 - 12. Issue Final Report & DVD

5. OUTCOMES, OUTPUTS AND EXPECTED RESULTS

Project Outputs

- **A significant portion of the River Raisin (3.5 miles) will be hydrologically reconnected to the Great Lakes system through the modification of four dams.** This responds to the 2008 Fish and Wildlife Restoration Plan for the River Raisin AOC, which calls for dam removal/modification as a critical restoration action in removing the fish and wildlife-related BUIs and, ultimately, delisting the River Raisin AOC (<http://www.egovlink.com/monroe/docs/menu/home.asp> refer to the Water and Utilities folder within the Report and Studies folder).
- **Fish passage will be restored through this stretch of the river for the first time in over 70 years.** This will facilitate free movement of a variety of fish, freshwater mussels, aquatic insects, waterfowl, and other wetland dependent fauna at all flow rates.
- **Fish and wildlife habitat, as well as species diversity and populations, will be improved.** The reconnection of significant portions of the River Raisin to the Great Lakes system (via Lake Erie), as well as associated restoration activities along the riverfront, will result in habitat improvements that directly address fish and wildlife-related BUIs.
- **Subsequent actions to reconnect an additional 10.0 miles of the River Raisin to the Great Lakes system will be advanced to “shovel ready” status.** The project will provide local decision makers with a restoration plan for Phase 2 of the project, which includes construction of fish passage structures over the two remaining low head dams in Monroe, and repair of the fish ladder structure at the Waterloo Dam. In concert with the proposed Phase 1 actions, this will ensure fish passage from Lake Erie to the lower 13.5 miles of the River Raisin.

Project Outcomes

- **Project activities will result in significantly contributing to delisting of two fish and wildlife-related BUIs (populations and habitat) in the River Raisin AOC.** The proposed dam modifications, fish passage structures and associated river restoration activities are consistent with multiple overarching plans and stakeholder group recommendations (as noted elsewhere), all of which relate proposed actions to delisting of BUIs. Phase 1 addresses 20% and along with Phase 2 addresses 20% and 40%, respectively, of the two fish and wildlife related BUIs.
- **Project activities will contribute substantially to the delisting of the River Raisin AOC.** Successfully addressing (i.e., delisting) fish and wildlife-related BUIs will demonstrate substantial progress in the River Raisin cleanup effort and, in so doing, provide local decision makers and stakeholders with the motivation, vision, momentum, and strategy to address remaining BUIs and, ultimately, accomplish AOC delisting.
- **Water-based recreational activity will increase, expanding the “community of stakeholders” and strengthening local stewardship.** The project will restore fish passage for all low flow dams in a manner that also ensures safe passage of small boat traffic (e.g., canoes, kayaks). Dam removals throughout the Great Lakes Basin have resulted in increased recreational boating activity, fostering new stakeholders and advocates with a resource stewardship ethic.
- **The local economy will be stimulated in a sustainable manner.** Increased recreational use of the River Raisin (e.g., recreational angling, boating, wildlife sightseeing) will be a project

outcome with sustainable economic and quality of life benefits. Recent studies, such as the economic impact of Huron River canoeing/kayaking on the Ann Arbor economy, suggest the substantial potential of such activity on the River Raisin. Similarly, the "blueways" concept (i.e., the waterborne equivalent of land-based greenways/ trails) has demonstrated economic and quality of life benefits that are applicable to the River Raisin and is consistent with the proposed project (e.g., <http://www.trailsrus.com/swvirginia/case%20study/blueways.pdf>).

- **Sustainable Benefits of Local/Regional/National Significance:** The project will permanently resolve fish habitat and population loss problems through the application of proven remediation techniques (e.g., dam removal, shoreline stabilization, fish passage). All levels of government (e.g., USEPA, MDNRE, City of Monroe) are committed to the project, as evidenced by letters of support and/or past and ongoing financial assistance. The City of Monroe's commitment to the project is significant, given that the six low head dams and the Waterloo Dam are City-owned. The project will build upon and leverage the previous, substantial previous investments of numerous public agencies and nongovernmental partners.

Project Results

The project will result in the restoration of fish passage along a 3.5 mile stretch of the River Raisin and, along with habitat improvements, will result in increased diversity and larger populations of desirable native species (for excellent case studies see: "Reconnecting Rivers: Natural Channel Design in Dam Removal and Fish Passage (by Luther Aadland, Minnesota Department of Natural Resources, 2010 at: <http://www.dnr.state.mn.us/eco/streamhab/index.html>). In addition, the project will result in a "shovel ready" plan for Phase 2 activities that include the construction of fish passage structures over the two remaining low head dams in Monroe, and repair of the fish ladder structure at the Waterloo Dam. Once the two phases this project and the MNDRE's Sterling St. Park project's are complete, the two fish and wildlife-related BUIs will be ripe for removal. Several threatened and endangered species may be present and the Project Team will have a species-take permit in hand.

Measurements to Track Progress

Ecological parameters: A work plan has been developed to document fish, macroinvertebrates, mussels, aquatic macrophytes, and qualitative stream habitat data, prior to and following stream restoration and dam removal. Sampling will be conducted above and below each dam. This data will also be tracked utilizing GIS by the MNFI, a component of the MNDRE's "River Raisin Wetland Enhancement and Habitat Evaluation" project currently being proposed for 2010 EPA GLRI funding.

1. **Fish:** Fish surveys will be conducted in cooperation with MDNRE and may include electrofishing using boats, barges, or back pack equipment as appropriate both up and downstream from each of the dams, as resources allow.
2. **Macroinvertebrates:** Aquatic macroinvertebrates will be sampled qualitatively and quantitatively both up and downstream of each dam location. The specimens captured will be identified to genus level and enumerated for comparison to future samples.
3. **Mussels:** A freshwater mussel survey will be conducted in the four project impoundments and upstream of the Waterloo Dam. A report will be prepared that lists numbers and species of live mussels and fresh dead shells by transect number. Voucher specimens of empty valves or photographs of live specimens will be saved for one year to allow the technical experts to review and confirm the species found at the site.

4. **Aquatic Macrophytes:** Wading and boat rake surveys will be conducted to identify emergent and submergent vegetation existing both upstream and downstream of the dams. Plants will be identified to species and herbarium specimens may be made of each species encountered.

Socio-economic Parameters

There are two basic metrics to measure the socioeconomic impact of this proposed River Raisin AOC restoration project – number of jobs in key affected industries, and the economic activity of industries related to the region's unique water ecosystem and including major events. The latter is limited by comprehensive data, but can be utilized for key events and published data, such as angler counts conducted by the state. Most of these figures are currently collected by partner organizations to the River Raisin AOC, such as the Detroit International Wildlife Refuge partnership.

The partners of this grant will monitor and report the number of jobs retained/created to complete this project. They will also track publicly available data (such as South East Michigan Council of Governments) to monitor changes in the number of jobs reported for key employment sectors (e.g., leisure, recreation, and retail trade).

6. COLLABORATION, PARTNERSHIPS, AND OVERARCHING PLANS

The River Raisin is one of the top priority impaired watersheds to restore by 2017 for the MDNRE). The 319-approved **River Raisin Watershed Management Plan** (http://www.michigan.gov/deq/0,1607,7-135-3313_3682_3714_31581-228325--,00.html) was completed in 2009 and state that "The two primary goals of this plan are 1) to achieve all designated uses in the river and 2) help to promote a lifestyle and commerce that achieves the triple top line – environmental and economic sustainability and social equity. Other aims of the plan are to help foster better stakeholder coordination and dissemination of information...." This project directly contributes to achieving both goals of this plan.

Damming of Lake Erie tributaries, including the Raisin, is nearly universal. Fish populations in the open lake are maintained predominantly by open lake spawning. Many river spawning fish, such as northern pike, muskellunge, whitefish, sturgeon and walleye, are still threatened due to loss or degradation of spawning grounds. The **Lake Erie Lakewide Management Plan** (<http://www.epa.gov/lakeerie/>) has identified habitat loss and degradation as one of the top three stressors that must be addressed to restore Lake Erie. Given limited resources, the Lake Erie LAMP specifically calls out focusing restoration efforts on lake-effect habitat zones, such as Lake Erie river mouths. The Nature Conservancy's Great Lakes Conservation and Restoration Plan targets medium to large lake plain coastal rivers fed by lake plains along with near shore bedrock habitat. This combination of attributes defines the River Raisin. (http://www.nature.org/wherewework/northamerica/greatlakes/files/great_lakes_ecoregional_plan_summary.pdf)

There has been significant restoration progress made in the River Raisin AOC over the last 20 years. The RR PAC, the City of Monroe, the USEPA, and the MDNRE have and will continue to partner and engage in various efforts and collaborations that, in the opinion of the RR PAC, have the collective potential to delist the Raisin AOC in the near term.

First, there is an active **USEPA Great Lakes Legacy Act** project in the River Raisin AOC that is aiming to remove the remaining PCB riverbed contamination hot spots. This project has the potential to substantially address the AOC BUIs associated with fish consumption, bird and animal deformities,

benthos, and dredging. Secondly, the MDNRE is seeking GLRI funds as well as other sources of funding to potentially address or re-assess the appropriateness of the eutrophication and aesthetics BUIs.

Lastly, completion of Phase 1 and Phase 2 of this project along with two other MDNRE projects (submitted for GLRI funding this round) for fish and wildlife habitat restoration at the Sterling State Park will together achieve delisting the habitat and population BUIs in the River Raisin AOC (see MDNRE proposals "River Raisin Wetland Enhancement and Habitat Evaluation" and "William C. Sterling State Park-Marsh and Prairie Restoration"). If all the above projects could be completed in the next few years, it is conceivable that the Raisin AOC could be de-listed.

Voluntary Match/ Additional Funds and Other Resources

The City of Monroe Water and Wastewater Department (applicant and dam owner) will provide all staff time and services as match on this project (approximate value = \$16,000). This includes hosting POC and Project Team meetings; overseeing all interaction with all City departments and self-obtaining City permits and overseeing the construction bid process and construction observation services. Barry LaRoy, PE will be the city lead (resume attached in Appendix).

The MDNRE Fisheries Division has already assigned 3 DNRE staff (including Jeff Braunscheidel MDNRE lead – resume attached in Appendix along with Support Letter) with POC attendance and project assistance. MDNRE will oversee and pre- and post-construction fish monitoring and provide guidance and assistance with the other ecological assessments. MDNRE will also assist with fish passage design and will provide all historical fish survey data for this project. MDNRE had already planned one fish assessment in the Raisin in 2010. Approximate value of MDNRE match is \$14,000.

The Monroe County Drain Commissioner (DC) Dan Stefanski (resume and Support Letter in Appendix) will sit on the POC both as the DC as well as chairman of the RR PAC ; Stefanski with help from staff will do all meeting cable casting; will provide videography and project DVD production; coordinate volunteers (as needed) and provide construction oversight all as match (approximate value = \$16,000).

Due to the unique nature of the project and funding opportunity, the selected Consultant Team will also be asked to provide a volunteer match effort as part of the selection process (approximate value = \$7,000).

Other POC members will likely include Dick Micka (see Support Letter in Appendix), of the PAC, Matt Shackelford of DTE Energy Company (see Support Letter in Appendix), and Maureen Pfund of the Monroe County Health Department (see Support Letter in Appendix). All have volunteered time to the project and including other POC membership time will have an approximate value of \$19,000. Lastly, ~~Stoneco, one of the largest local quarries has pledged a 25% discount on contractor prices for stone (see Support Letter in Appendix).~~ This represents a roughly \$4/ton savings on stone. With projections of stone for this project ranging between 7,000 and 10,000 tons, savings could range from \$28,000 to \$40,000. Although, they will have to bid on this project, this cost savings will have to be matched or beaten by other suppliers, virtually guaranteeing a match amount of this magnitude.

7. PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE

As project applicant, the City of Monroe has assembled numerous experienced staff to oversee project activity. The City has an exemplary record of successfully undertaking large construction projects and managing and meeting reporting requirements of large grants. The City maintains extensive files on all work, including payroll and minimum wage rate interviews, daily inspection reports, material

certifications, etc., and with the American Recovery and Reinvestment Act (ARRA) projects the City checks and approves monthly jobs reports as well.

The City of Monroe's programmatic experience and past performance will be complemented by a carefully selected consultant team with regionally recognized, multi-disciplinary expertise in federally-funded dam modification, fish passage construction, related ecosystem restoration expertise and local familiarity and presence in the Great Lakes Basin. The City intends to conduct a Qualifications Based Selection (QBS) process to secure consultant assistance within the next 60 days. This will ensure prompt project start-up and the dedicated resources of a highly experienced project team. The City, in partnership with the consultant team, will prepare and be guided by a Workplan, Project Management Protocol, and Quality Assurance/ Quality Control Program, all consistent with federal requirements. This will ensure that all project goals and objectives, as well as U.S. EPA expectations, are met and exceeded.

The MDNRE Fisheries Division undertakes fish assessments and fish passage design as part of their regular duties. Braunscheidel, as well as Gary Towns, Supervisor of the Lake Erie Fisheries Management Unit and Chris Freiburger will provide close and detailed oversight for the ecological assessments and fish passage design.

A. City of Monroe Relevant Project Experience

The City of Monroe annually receives about \$400,000 in Federal STP Transportation funding that can be used on any federally-eligible roadways, and is programmed through the Southeast Michigan Council of Governments (SEMCOG), the County's Federal Aid Committee, and ultimately through the Michigan Department of Transportation's (MDOT) bid letting system. Every one of these projects involves survey and design by the City Engineering staff, followed by submission of the required programming materials with MDOT, along with plan review and bidding, construction management and inspection, along with paperwork, all completed by the City of Monroe Engineering staff. The City had 2 road projects completed in 2009, with one more to come in Spring 2010, under the ARRA program totaling \$626,000 in federal funds granted to the City. Other relevant project examples include:

Water Project-DWRF Low Interest Loan for \$5.085M - 40% principal forgiveness (grant via ARRA) so loan amount is \$3.051M

- Administered by the City of Monroe Engineering Dept
- Successful by using City staff & consultants to meet project specifications & compliance requirements (Davis-Bacon & Buy American req'ts)
- ARRA reports in files document compliance
- ARRA reports, inspection reports, & monthly pay requests document progress
- City staff has historically been used to implement and oversee grants and low interest state & federal loan programs

Wastewater Project-(1) SRF Low Interest Loan for \$9M & \$3M; (2) CDBG grant for sanitary sewer replacement for \$140K

- Administered by the Monroe County Drain Commissioner / City of Monroe / URS (1); City of Monroe Engineering & Planning Depts (2)
- Both successful by using County & City staff along with consultants to meet project specifications & program compliance requirements
- MDEQ / CDBG reports on file to meet program compliance

- Monthly pay requests & inspection reports document progress
- County & City staff have historically been used to implement and oversee grants and low interest state & federal loan programs

Staff expertise and qualifications

Barry LaRoy, PE Director of Water & Wastewater Utilities, City of Monroe. Mr. Laroy will be the primary point of contact on this project and will oversee work for the City. Mr. Laroy's regular responsibilities include overall administration of Water and Wastewater Utility Departments for long term planning of City utility systems. He also oversees the City's water and wastewater operations, including facilities, collection, and distribution systems. Mr. Laroy is also involved in the design and construction related projects for the City. In addition, Mr. Laroy acts as City's liaison for Township water main and sanitary sewer project plan review, testing, and correspondence activities.

Pat Lewis, PE, Director of Engineering and Public Services, City of Monroe. Mr Lewis will also sit on the POC and make sure the City lives up to all its grant and contractual obligations and that this project is programmed into the City's larger public infrastructure planning, engineering and construction annual needs and forecasts. Pat oversees a staff of 27, with an annual operating budget of approximately \$5 million. His department oversees \$3 million to \$7 million annually in capitol construction projects that include street, sidewalk, water main, sanitary and storm sewer and facilities, utilizing a range of funding from local, state and federal sources.

Dan Stefanski, Monroe County Drain Commissioner and member, City of Monroe Commission on the Environment and Water Quality. Mr. Stefanski will help coordinate Drain Commissioner and volunteer field work on this project and also act in his official capacity as Chair of the RR PAC. Mr. Stefanski has been in the environmental field for the past 36 years. He served as the Director of Wastewater for the City of Monroe for 23 years until becoming the Monroe County Drain Commissioner in 2004. His current environmental focus as Monroe County Drain Commissioner is Phase II of the Clean Water Act, and the implementation of public outreach, public participation, and the County Illicit Discharge Detection and Elimination Program, as required by the State of Michigan and the USEPA.

Jeff Braunscheidel, Fisheries Management Biologist, MDNRE. Mr. Braunscheidel, along with colleagues from the Fisheries Division of MDNRE, will help direct, and analyze results of the fish surveys. He will be member of the POC and review permit applications, investigate, and make recommendations to protect aquatic habitat. Mr. Braunscheidel will help develop and evaluate fishery management plans applicable to this project, as resources allow. Mr. Braunscheidel will be the lead agency staff and point of contact for this project. Mr. Braunscheidel has extensive involvement with AOCs in Southeast Michigan, including the River Raisin, the St. Clair River, and the Rouge River. He also has significant involvement with delisting planning for these AOCs and dam removal planning and evaluation for the Mill Creek dam removal project recently completed in the Village of Dexter, Washtenaw County, Michigan. He is also currently involved with aquatic ecosystem and fish passage concerns associated with several dams on the Rouge River and Huron River systems.

8. Budget

PROJECT TASK	PERSONNEL/SALARIES	FRINGE BENEFITS	TRAVEL	EQUIPMENT	SUPPLIES	CONTRACTUAL COSTS	OTHER COSTS	TOTAL DIRECT CHARGES	INDIRECT CHARGES	MATCHING FUNDS/EFFORT	TASK TOTAL
1. PROJECT OVERSIGHT					\$1,200	\$29,000				\$18,320	\$48,520
2. SITE ASSESSMENT	\$9,000		\$600			\$55,000				\$5,360	\$69,960
3. COMMUNICATION PLAN					\$3,400	\$14,600				\$16,380	\$34,380
4. FISH PASSAGE STRUCTURE DESIGN & PERMITTING						\$165,000				\$13,680	\$178,680
5. CONSTRUCTION						\$955,000				\$43,300	\$998,300
6. POST REMOVAL ASSESSMENT	\$9,000		\$600			\$24,000				\$5,040	\$38,640
										GRANT TOTAL	\$1,266,400
										MATCH TOTAL	\$102,080
										PROJECT TOTAL	\$1,368,480

Budget Justification

This section provides background and context for the budget figures in SF 424A. It explains the basis for each "Object Class Category"; identifies project house and cost on the basis of each of four primary project tasks; distinguishes between federal and non-federal share.

Breakdown by Category of Cost (object class – see SF424A). The following background is provided for the object class categories in Section B of SF 424A:

Personnel Hours and Cost by Task: An amount of \$18,000 has been set aside to fund staff from the Michigan Department of Natural Resources and Environment (MDNRE) to assist with fish and mussel assessments (before and after dam modifications) in the impoundments.

Travel: Travel funds in the amount of \$1,200 have been allocated for MDNRE staff to assist with monitoring fish and mussels in the impoundments.

Equipment: No purchase of equipment is required. Any rental costs are covered in the "construction" object class category.

Supplies: We have provided for up to \$4,600 for project materials, including paper hardcopies, project DVDs for public distribution, and creation and maintenance of a project website.

Contractual Costs: Total cost for professional contractor services for the ecosystem restoration includes design, engineering, permitting, construction oversight, bids and specifications, grant management assistance, ecological assessments and monitoring and all other related tasks.

Construction Costs: Construction costs are based on conceptual design and feasibility analysis of dam modifications and fish ramp construction.

Other Costs: No expenses are anticipated in this category.

Indirect Costs: No expenses are detailed out in this category.

9. ACORN Statement

The applicant is not subject to a Congressional prohibition on the use of federal funds to award grants to the Association of Community Organizations for Reform Now (ACORN) or its affiliates.

**Preaward-Compliance Review Report for
All Applicants and Recipients Requesting EPA Financial Assistance**

Note: Read instructions on other side before completing form.

I. Applicant/Recipient (Name, Address, State, Zip Code). City of Monroe, Michigan, 120 East First Street, Monroe, MI, -48161	DUNS No. 068098755
II. Is the applicant currently receiving EPA assistance? Yes	
III. List all civil rights lawsuits and administrative complaints pending against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.) <p align="center">None</p>	
IV. List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that allege discrimination based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective action taken. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.) <p align="center">None</p>	
V. List all civil rights compliance reviews of the applicant/recipient conducted by any agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3)). <p align="center">None</p>	
VI. Is the applicant requesting EPA assistance for new construction? If no, proceed to VII; if yes, answer (a) and/or (b) below. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
a. If the grant is for new construction, will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? If yes, proceed to VII; if no, proceed to VI(b). Yes <input type="checkbox"/> No <input type="checkbox"/>	
b. If the grant is for new construction and the new facilities or alterations to existing facilities will not be readily accessible to and usable by persons with disabilities, explain how a regulatory exception (40 C.F.R. § 7.70) applies. Yes <input type="checkbox"/> No <input type="checkbox"/>	
VII.* Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its programs or activities? (40 C.F.R. § 5.140 and § 7.95) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
a. Do the methods of notice accommodate those with impaired vision or hearing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
b. Is the notice posted in a prominent place in the applicant's offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
c. Does the notice identify a designated civil rights coordinator? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
VIII.* Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves? (40 C.F.R. § 7.85(a)) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
IX.* Does the applicant/recipient have a policy/procedure for providing access to services for persons with limited English proficiency? (40 C.F.R. Part 7, E.O. 13166) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
X.* If the applicant/recipient is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator. N/A	
XI.* If the applicant/recipient is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or Internet address for, or a copy of, the procedures. N/A	

For the Applicant/Recipient

I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized Official 	B. Title of Authorized Official City of Monroe - Manager	C. Date 6-16-10
---	--	---------------------------

For the U.S. Environmental Protection Agency

I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all preaward compliance information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies the preaward provisions of 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized EPA Official	B. Title of Authorized EPA Official	C. Date
---	-------------------------------------	---------

See ** note on reverse side



KEY CONTACTS FORM

Authorized Representative: *Original awards and amendments will be sent to this individual for review and acceptance, unless otherwise indicated.*

Name: George Brown
 Title: City of Monroe Manager
 Complete Address: 120 East First Street
 Monroe, Michigan 48161
 Phone Number: 734-384-9144

Payee: *Individual authorized to accept payments.*

Name: Charles Evans
 Title: City of Monroe Clerk-Treasurer
 Mail Address: 120 East First Street
 Monroe, Michigan 48161
 Phone Number: 734-384-9137

Administrative Contact: *Individual from Sponsored Program Office to contact concerning administrative matters (i.e., indirect cost rate computation, rebudgeting requests etc.)*

Name: Barry LaRoy, P.E.
 Title: City of Monroe - Director of Water & Wastewater
 Mailing Address: 120 East First Street
 Monroe, Michigan 48161
 Phone Number: 734-384-9122
 FAX Number: 734-384-9108
 E-Mail Address: barry.laroy@monroemi.gov

Principal Investigator: *Individual responsible for the technical completion of the proposed work.*

Name: To be determined and furnished to the EPA by July 20, 2010.
 Title:
 Mailing Address:
 Phone Number:
 FAX Number:
 E-Mail Address:
 Web URL:



<http://www.jfnew.com>

Corporate Northern Indiana
728 Riverwalk Trail
Valparaiso, Indiana 46374
574-656-3400 fax 574-656-3440

Central Indiana
3921 International Boulevard
Indianapolis, Indiana 46224
317-333-1982 fax 317-334-1969

Ohio
11154 Lakeside Circle
Clyde, Ohio 43111
615-453-2422 fax 615-453-2404

Eastern Michigan
626 E. Main Street, Suite 1
Ann Arbor, MI 48104
734-222-9992 fax 734-222-9933

Western Michigan
11181 E. Main Avenue
West Olive, MI 49469
616-671-1820 fax 616-671-4970

North
5603 Maple Road, S.W.
Miramonte, MN 56143
763-534-3420 fax 763-534-3440

Wisconsin
1422 Parkview Street, Suite 202
Madison, Wisconsin 53704
608-210-1422

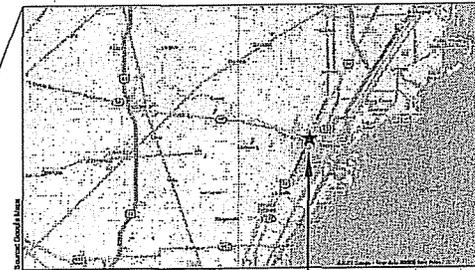
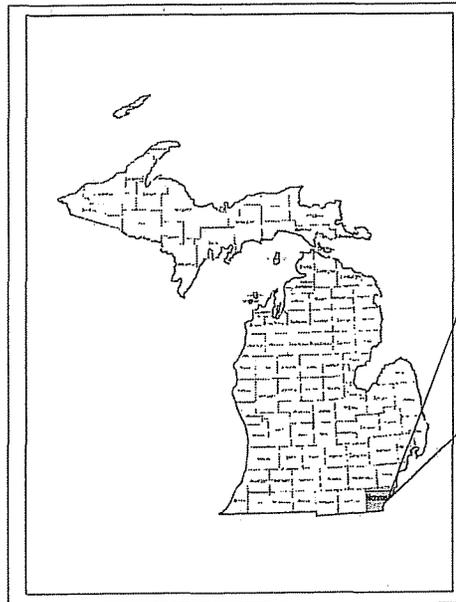
LOW HEAD DAM REMEDIATION ON THE RIVER RAISIN

MONROE COUNTY
MONROE, MICHIGAN

JANUARY 2010

SHEET INDEX

SHEET	DESCRIPTION
1	COVER SHEET
2	EXISTING CONDITIONS
3	PHASE 1 DAM REMEDIATION PLAN
4	PHASE 2 DAM REMEDIATION PLAN
5	HYDRAULIC PROFILE
6	PHASE 1 DAM STRUCTURE DETAILS
7	PHASE 1 DAM STRUCTURE DETAILS
8	PHASE 2 DAM STRUCTURE DETAILS



APPROXIMATE PROJECT LOCATION

VICINITY MAP



PRELIMINARY DRAWING,
NOT APPROVED FOR CONSTRUCTION.

Our mission is to provide the highest quality environmental services to our clients. We are committed to the safety of our employees and the conservation of natural resources through prosperity and stewardship.

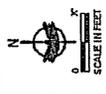
REVISION	DATE	BY	DESCRIPTION

COVER SHEET
Low Head Dam Remediation
on the River Raisin
City of Monroe

DRAWN BY: EB
DESIGNED BY: SD
DATE: JAN 2010
JOB NO.: 0812068

DRAFT

DRAWING NO.
1
OF 8



SCALE IN FEET

DATE: 10/22/08

PROJECT: LOW HEAD DAM REMEDIATION ON THE RIVER RAISIN

NO.	DESCRIPTION
1	EXISTING CONDITIONS
2	PROPOSED CONDITIONS
3	CONSTRUCTION DETAILS
4	GENERAL NOTES
5	APPENDICES
6	REFERENCES
7	REVISIONS
8	REVISIONS
9	REVISIONS
10	REVISIONS
11	REVISIONS
12	REVISIONS
13	REVISIONS
14	REVISIONS
15	REVISIONS
16	REVISIONS
17	REVISIONS
18	REVISIONS
19	REVISIONS
20	REVISIONS

EXISTING CONDITIONS Low Head Dam Remediation on the River Raisin City of Monroe

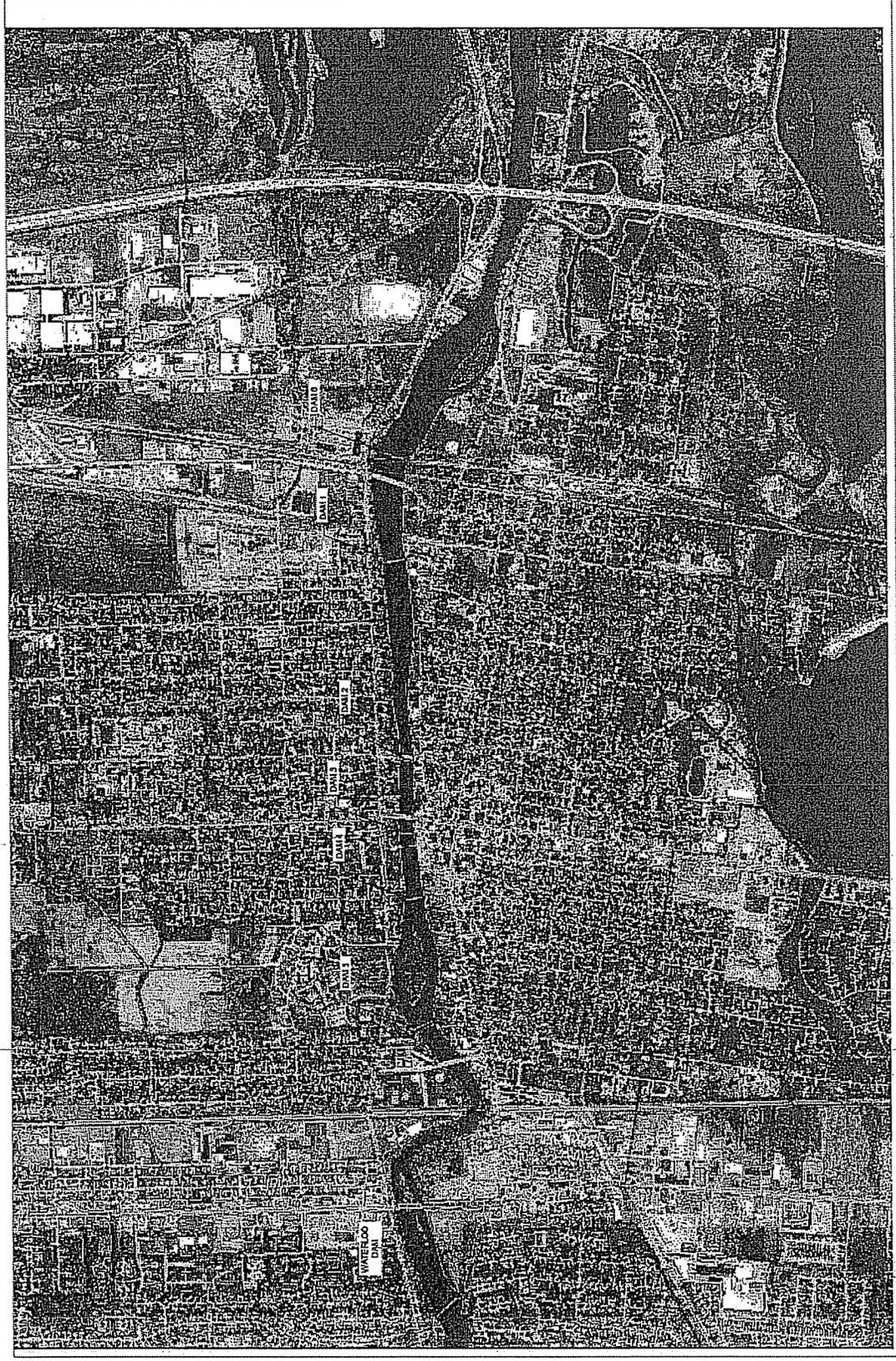
DESIGNER: JF NEW
 ENGINEER: JF NEW
 DATE: JANUARY 2008
 JOB NO: 08-004

DRAFT

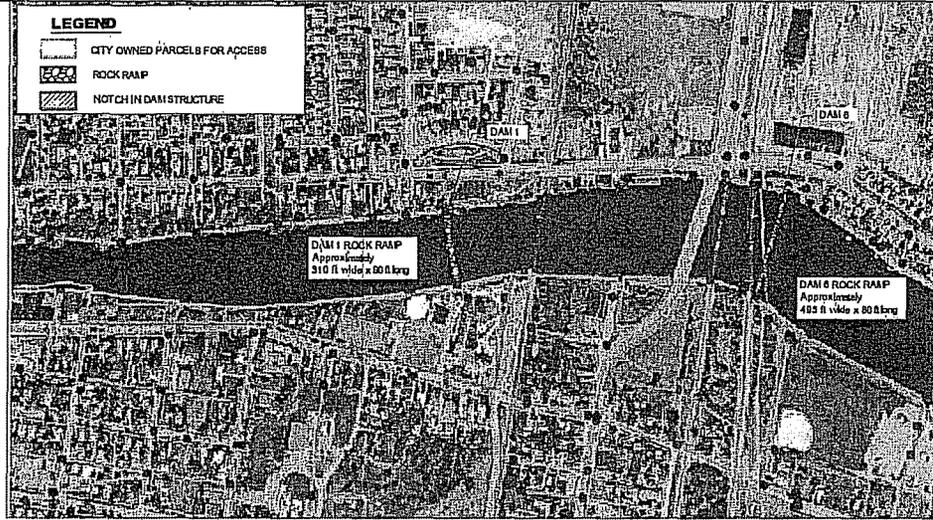
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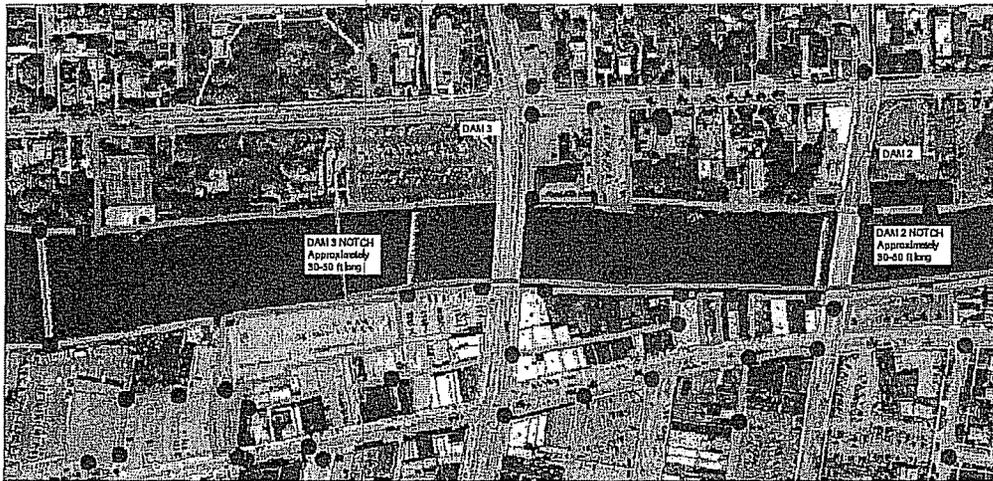
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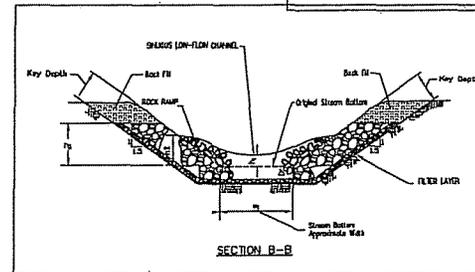
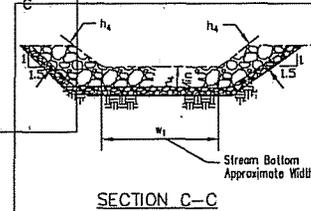
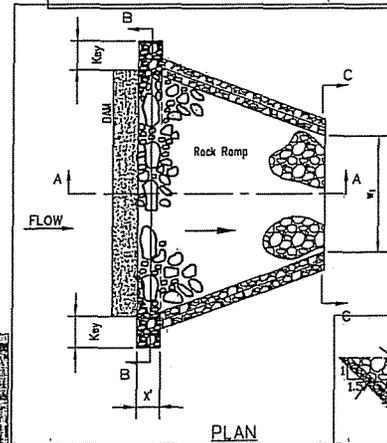
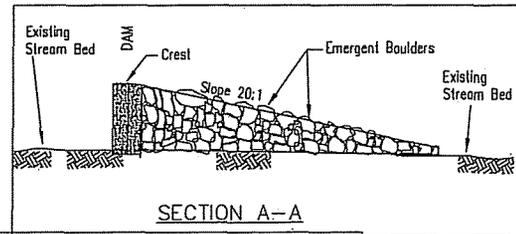
PRELIMINARY DRAWING
NOT APPROVED FOR CONSTRUCTION



DAM 6 and DAM 1 - PROPOSED ROCK RAMPS PHASE 1



DAM 2 and DAM 3 - PROPOSED NOTCHES PHASE 1



ROCK RAMP TYPICAL DETAILS

PRELIMINARY DRAWING
NOT APPROVED FOR CONSTRUCTION



SCALE IN FEET

JFNew
Civil & Environmental
100 S. 1st St., Suite 100
Tulsa, Oklahoma 74103
918.438.8000

DATE	DESCRIPTION

PHASE 1
DAM REMEDIATION PLAN
Low Head Dam Remediation
on the River Raisin
City of Monroe

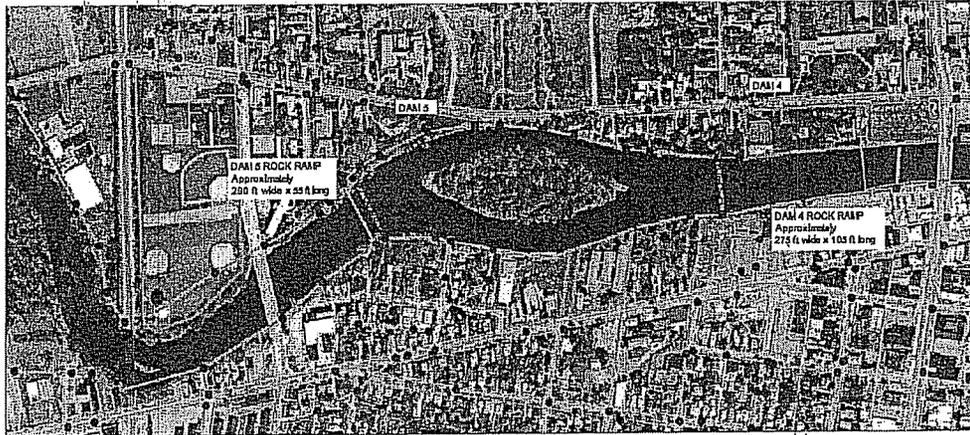
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CHECKED BY	SLP
DATE	JAN 2010
JOB NO.	09-2010

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DRAWING NO.

3

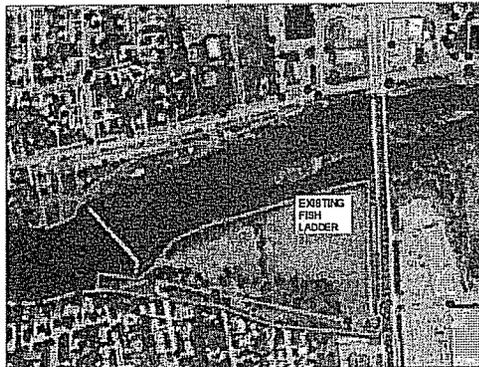
OF 1



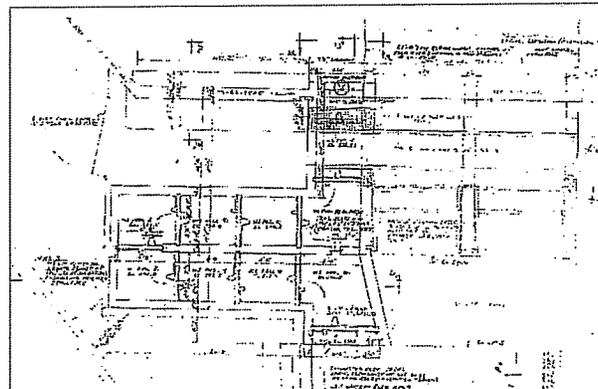
DAM 4 and DAM 5 - PROPOSED ROCK RAMPS PHASE 2

LEGEND

-  CITY OWNED PARCELS FOR ACCESS
-  ROCK RAMP
-  NOTCH IN DAM STRUCTURE



WATERLOO DAM



WATERLOO DAM FISH LADDER - TO BE UPGRADED DURING PHASE 2



DATE: 01/27/20
 DRAWN BY: JHE
 CHECKED BY: JHE

JNew

City of Montpelier
 100 Vermont Street
 Montpelier, Vermont 05602
 802.240.8000

NO.	REVISION
1	ISSUED FOR CONSTRUCTION
2	
3	
4	

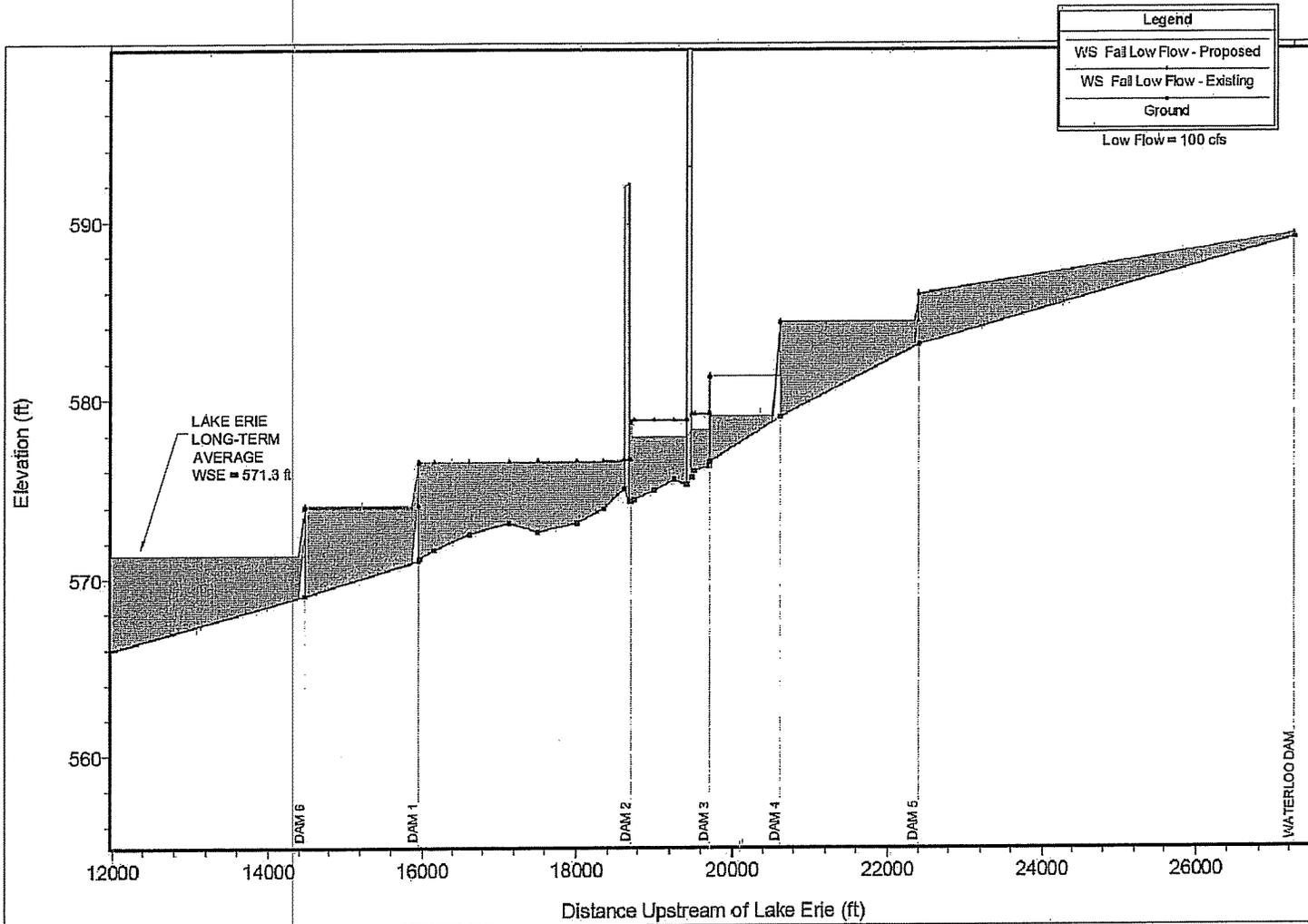
**PHASE 2
 DAM REMEDIATION PLAN
 Low Head Dam Remediation
 on the River Raisin
 City of Montpelier**

DESIGNER'S	ES
DRAWN BY'S	SU
DATE:	JAN 27 20
JOB NO.	07253

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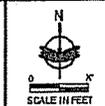
DRAWING NO.
4
 OF 1

PRELIMINARY DRAWING
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HYDRAULIC PROFILE

PRELIMINARY DRAWING
NOT APPROVED FOR CONSTRUCTION



SCALE IN FEET

JFNew
 CONSULTING ENGINEERS
 2000 W. 10th St.
 Waterloo, IA 50601
 515-241-8400

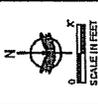
NO.	DATE	DESCRIPTION
1		
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HYDRAULIC PROFILE
 Low Head Dam Remediation
 on the River Raisin
 City of Monroe

DRAWN BY	LS
CHECKED BY	SJ
DATE	JAN 20 09
JOB NO.	09263

DRAFT

DRAWING NO.
5
OF 8



SCALE IN FEET
0 10 20

JENCON
Civil Engineering
1000 North 10th Street
Phoenix, Arizona 85016
Tel: 602-944-1100
Fax: 602-944-1101

PROJECT NO.	
DATE	
BY	
CHECKED BY	
APPROVED BY	

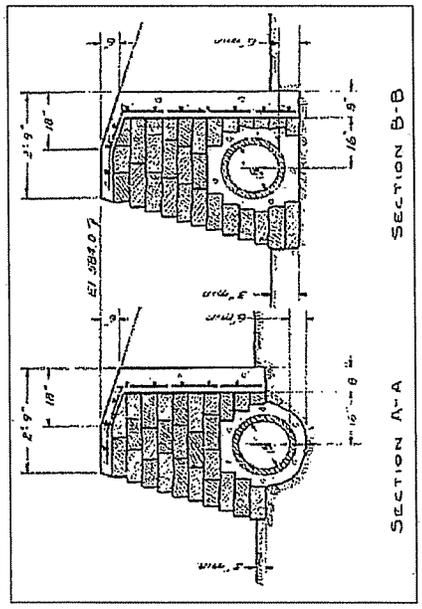
PHASE 2
DAM STRUCTURE DETAILS
Low Head Dam Remediation
on the River Raisin
City of Monroe

DATE: JAN 20 2004
JOB NO: 04-2004

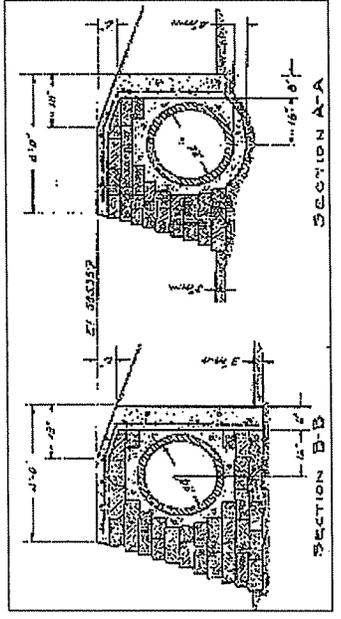
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DRAWING NO. **8**

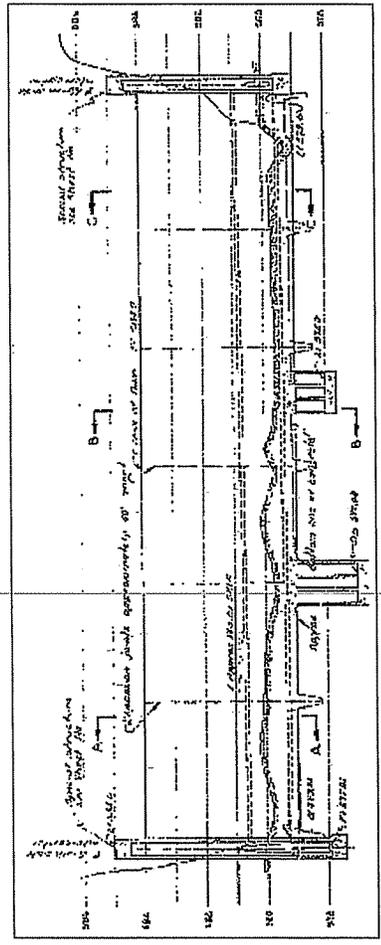
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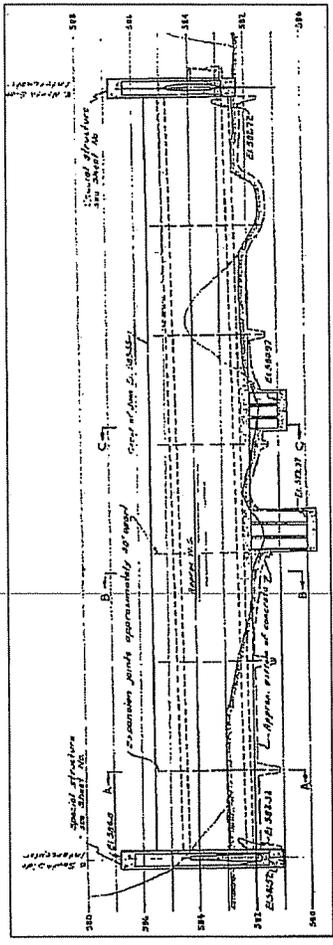
DAM 4 - CROSS-SECTION VIEW



DAM 5 - CROSS-SECTION VIEW



DAM 4 - PROFILE VIEW



DAM 5 - PROFILE VIEW

PRELIMINARY DRAWING
NOT APPROVED FOR CONSTRUCTION

CITY OF MONROE
REQUEST FOR QUALIFICATIONS
for
PROJECT DESIGN AND CONSTRUCTION OVERSIGHT FOR
CREATING FISH PASSAGE OVER CITY OF MONROE LOW HEAD
DAMS

1. Purpose of Work / Project Background:

The City of Monroe is soliciting statements of qualifications to assist with design and construction administration services for removing and/or remediating four low head dams on the River Raisin in Monroe. This is the first of a proposed two part project to remediate or remove all six of the low head dams and the Waterloo Dam on the Raisin in Monroe. The consultant team for this project will be expected to prepare construction documents and permit applications and provide construction oversight for this project. The City of Monroe is currently preparing the grant application in the amount of \$1,266,400 and anticipates having the funding agreement in place by September, 2010.

The objectives of this project are: 1) assist the City of Monroe and the River Raisin Public Advisory Council (PAC) in successfully creating fish and small boat passage on the Raisin through four of Monroe's low head dams 2) attract additional funding to complete the second phase of remediating the remaining dams on the Raisin in Monroe. For the selected consultant meeting the second objective will likely translate into working with the City of Monroe on a Phase 2 grant application to complete work on the remaining two low head dams and Waterloo Dam.

2. Supporting Documentation

The following is a list of previous studies and documents that may be useful in investigating the history of this project. These are all available at the City Engineering Department for review, and copies are available at cost if desired. PDF files are also available on request. Contact Patrick M. Lewis, P.E., Director of Engineering and Public Services, 120 East First Street, Monroe, MI 48161, (734) 384-9126, patrick.lewis@monroemi.gov

- a. Delisting Targets for Fish/Wildlife Habitat and Population Related Beneficial Use Impairments for the River Raisin Area of Concern (AOC)
- b. ~~City of Monroe Great Lakes Restoration Initiative Grant Proposal to the Environmental Protection Agency (submitted January, 2010) - **attached**~~
- c. City of Monroe Great Lakes Restoration Initiative Grant Proposal to the National Oceanographic and Atmospheric Administration (submitted February, 2010)

3. Scope of Work – Part One (Project Administration, Site Assessment and Project Design) and Part Two (Construction Engineering and Post-Construction Assessment):

The selected consultant will assist the City with administering the GLRI grant and with developing and carrying out a public communication plan for this project. The consultant will also work with the City and the Michigan Department of Natural Resources and Environment (DNRE) to develop and carry out a detailed assessment of existing physical and biological conditions in the impoundments.

Following completion of the pre-construction environmental assessment, the City, selected consultant and other project partners will select the final project design alternative. The consultant will then proceed with any or all portions of the design, including construction documents and permits, as determined to be in the best interest of the project partners. The consultant should be prepared to assist, as necessary, with construction engineering administration and with the post-construction environmental assessment that will follow approximately one year after construction is completed. Exact requirements for this part shall be determined as the project progresses.

4. Schedule:

Environmental assessment and design is expected to take approximately six months from notice to proceed. Construction documents, permitting and construction contractor selection is expected to take approximately five months to complete. Construction is expected to take approximately six months, barring unforeseen circumstances. Two post-construction assessments are planned at seven and twelve months following completion of construction.

6. Selection Process

Selection of the consultant(s) shall be based on scoring the following items:

1. The qualifications and past experience of the project team, and availability of staff. Must demonstrate technical expertise in hydrology and hydraulics, geology, fisheries, aquatic biology, fluvial geomorphology, recreation and dam engineering and the ability to adequately staff this project. The response to this RFQ should include key team members, role, and percent of time commitment by each key member (25 points).
2. Past experience and relationships with the City of Monroe, including individuals and non-profits in and around the River Raisin, Monroe County, the MDNRE, NOAA, USGS, EPA and USFWS. Please include a short narrative description of consultant team's experience dealing with these agencies specifically in southeast Michigan and in the Great Lakes region, in general (25 points).
3. Experience administering federal grant work. Please include up to three references on administration of federal grants. (15 points)
4. Commitment to provide grant match effort of at least \$7,000 (15 points).
5. Demonstrated ability to complete this work within the desired time frame. Summarize consultant team's total hours by task over project duration (20 points).

7. Proposal Submission:

The successful firm or firms must have extensive experience in related work, specifically focused on dam removal and remediation, particularly remediation that maintains fish and small recreational boat traffic. A Statement of Qualifications and Project Understanding must be provided. In the Project Understanding please describe any unique issues/constraints, and opportunities along with the actions and plans your team has identified to help complete this project successfully.

Questions on this RFQ must be submitted in writing via fax or email by the close of business (4:30 P.M. EST) on Monday, June 21, 2010. No phone call responses to questions will be provided. All consultants desiring to submit proposals for review must notify the City of Monroe in writing or via email of their intention no later than Monday, June 21, 2010, to ensure that all interested vendors will receive all answers to questions raised. Responses to all questions will be sent to all consultants that have notified the City of Monroe of their intention to submit by the close of business on Friday, June 25, 2010. Interested consultants should submit at least five (5) copies of their proposal by 3:00 P.M. (EST) on July 2, 2010.

Proposal and all correspondence should be submitted to:
Patrick M. Lewis, P.E., Director of Engineering and Public Services
City of Monroe, 120 East First Street, Monroe, MI 48161
(734) 384-9126
(734) 384-9108 (fax)
patrick.lewis@monroemi.gov

8. Selection Process and Project Costs:

Selection of the consultant shall be based on the qualifications and experience of all firms submitting proposals for the work. All budgeted project costs are included in the City of Monroe Great Lakes Restoration Initiative Grant Proposal to the Environmental Protection Agency (attached). Projected project hours and anticipated project consulting fees from the submitting consulting firm are required to be submitted under separate cover the same day & time the RFQ proposals are due. The only opened fee submittal will be the highest scored RFQ proposal where the fee schedule / contract will then be negotiated and awarded contingent on EPA award / City of Monroe approval. The selection team will consist of representatives from the City of Monroe, Monroe County, the PAC and other agencies, as deemed appropriate.



605 South Main Street, Ste 1
Ann Arbor, MI 48104
Phone: 734-222-9690
Fax: 734-222-9655

Scott Dierks
Ann Arbor Manager
sdierks@jfnew.com

Corporate Office:
Walkerton, Indiana

Chicago, Illinois

Indianapolis, Indiana

Grand Haven, Michigan

Cincinnati, Ohio

Madison, Wisconsin

Native Plant Nursery:
Walkerton, Indiana

www.jfnew.com

July 2, 2010

Patrick Lewis
City of Monroe
120 E First St
Monroe, MI 48161

Re: City of Monroe Low Head Dam Remediation Project

Dear Patrick:

We are pleased to present our qualifications package for the Monroe Low Head Dam Remediation project. This project, in combination with other proposed projects on the River Raisin (e.g., USEPA contaminated sediment dredging, Sterling State Park restoration improvements) has the potential to lift the wildlife and habitat beneficial use impairments in the River Raisin Area of Concern (AOC) and substantially contribute to de-listing the AOC altogether. These potential benefits, in combination with a substantial improvement to fishing and recreational opportunities in downtown Monroe, will contribute to a measurable improvement to the local quality of life.

Our team is dedicated to improving conditions in the Raisin. For more than seven years we have been actively working in the watershed, with some team members having worked in the watershed for a few decades. To achieve this goal, we pledge to exceed the RFQ's \$7,000 match requirement. In addition, this project will require extensive public outreach and education. We are committed to doing everything it takes to build a strong consensus for moving forward, including dedicating our time to make this happen.

We have had the opportunity to help you submit applications to both NOAA and USEPA for this project. That opportunity, and our qualifications and team dedication, support our qualifications to be selected as the consultant for this project. Our locally-based Team includes JFNew, one of the Great Lakes' premier ecosystem restoration, ecological consulting, and native plant nursery firms; URS Corporation, one of the largest planning and engineering consulting firms in the United States, now with a dedicated Great Lakes Practice under Mike Donahue, former director of the Great Lakes Commission; and Luther Aadland, program consultant for the Minnesota Department of Natural Resources (MDNR) Stream Habitat Program and author of *Reconnecting Rivers: Natural Channel Design in Dam Removal and Fish Passage*, published this year by MDNR. Mr. Aadland has perhaps the most experience with dam remediation and fish passage designs of anyone practicing in the Midwest.

Our team has the experience, knowledge, sensitivity, and excellent working relationships with local, state, and national permitting agencies required to complete this project on time and on budget, and help the City acquire funding for the next project phase. If you have any questions or need more information, please do not hesitate to contact me or any other team members. We are eager to join the City in this "game-changing" endeavor.

We look forward to hearing from you.

Sincerely,

Scott Dierks, PE
JFNew

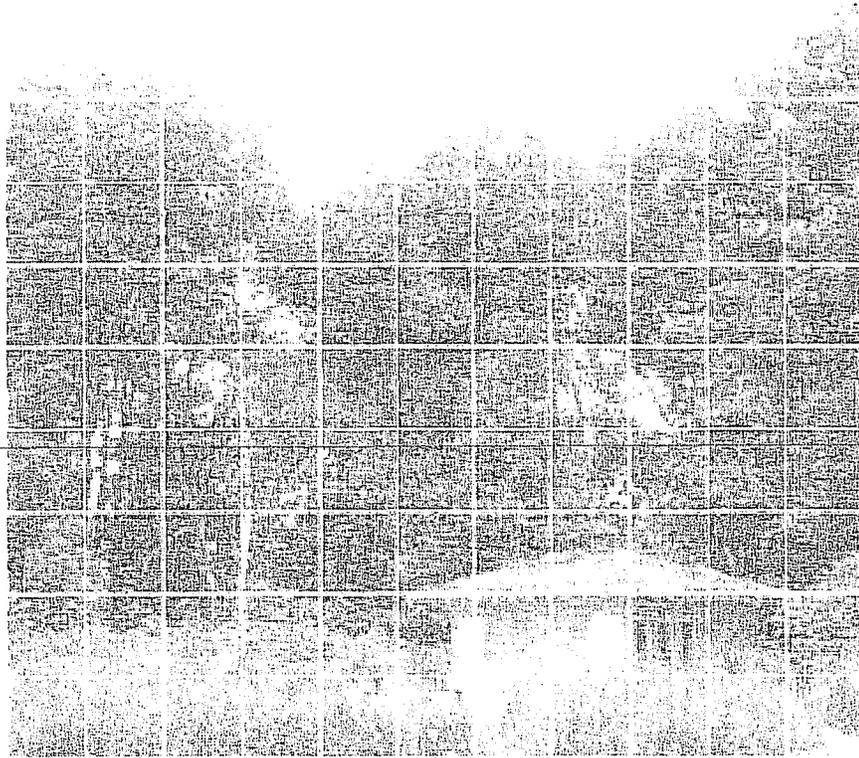
Michael J. Donahue, Ph.D.
URS Corporation

Request for Qualifications

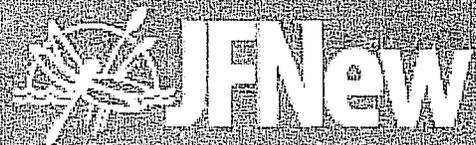
Project Design and Construction Oversight
for Creating Fish Passage over
City of Monroe Low Head Dams

Prepared for
City of Monroe, Michigan

July 2, 2010



URS



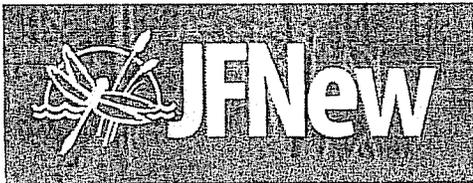


Table of Contents

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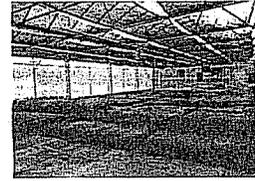
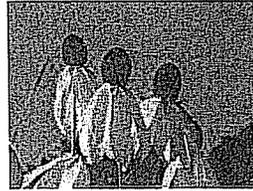
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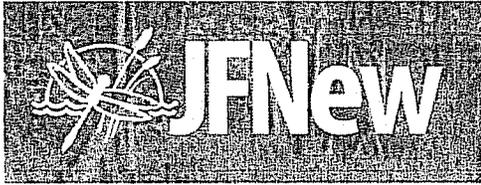
✦ **Qualifications and Past Experience**
The JFNew-URS Team
JFNew
URS Corporation
Technical Expertise
Key Personnel

✦ **Past Experience and Relationships with City of Monroe**

✦ **Federal Grant Experience**

✦ **Project Understanding**

✦ **Timeframe and Commitment**



The JFNew-URS Team



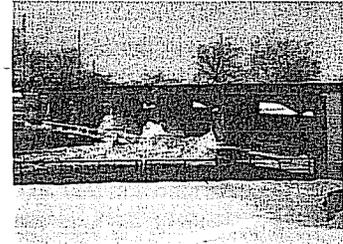
For this project JFNew has teamed with URS Corporation (URS) and fluvial geomorphologist and dam remediation expert, Luther Aadland. This team provides an unparalleled combination of local and regional experience along with regional and national experience with federal contracting, fish, macroinvertebrate and mussel assessments, hydrology/hydraulics, geotechnical engineering, and dam remediation design and permitting.



URS Corporation History

URS Corporation, one of the largest water resource, transportation, architectural, engineering, environmental, and program and construction management companies in the world, has provided a broad range of professional services, including planning, architectural and engineering design for nearly a century. We have the resources, depth of experience, wide range of services, and established relationships necessary to serve the increasingly sophisticated and time-sensitive needs of our clients. Our ability to provide specialized services in a myriad of markets is unmatched.

URS has four offices in Michigan with approximately 350 staff members. URS' experience, knowledge and size have allowed the firm to respond to its clients' many challenges. The engineers, architects, planners, and technical specialists throughout our Michigan offices have served both large and small clients in public and private sector markets.



URS Corporation's humble beginnings in West Michigan can be traced back to 1903 when it was founded by Johannes Daverman as J.H. Daverman & Son, specializing in mail-order house plans. Throughout the early 1900s, the firm grew as family members continued to bring distinctive areas of expertise to the business. The firm became known as Daverman Associates in the 1940s as it continued to grow as the area's largest, most diversified architectural and engineering firm. After several growth mergers and acquisitions, the firm became URS Corporation in 1999.

Design for our clients...design for the future...design for life.

URS has established a tradition of innovation and dependability in our assignments by providing individualized services and responding to the special requirements of each client and project. With this philosophy, we have successfully solved challenges across the full range of planning and design projects.

The Michigan office locations are as follows:

Detroit

400 Monroe, Suite 650
Detroit, MI 48226
313-961-9797
313-961-3480 Fax

Southfield

27777 Franklin Road, Suite 2000
Southfield, MI 48034
248.204.5900
248.204.5901 Fax

Traverse City

10850 Traverse Hwy.
Traverse City, MI 49684
231-932-7592
231-932-7594 Fax

Grand Rapids

3950 Sparks Drive, SE
Grand Rapids, MI 49546
616-574-8500
616-574-8542 Fax



URS

Water Resources Capabilities

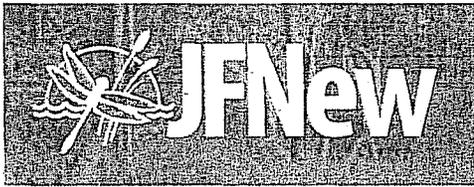
As a single source for nearly every professional design discipline, URS is committed and able to bring unmatched expertise and innovation to every project. Services we provide relative to dams disposition projects include:

- Dam removal and stream restoration
- Dam rehabilitation
- Dam design
- Dam inspection and evaluations
- Sediment transport modeling
- Sediment management
- Hydraulic/Hydrologic modeling
- Wetland and tree surveys
- Wetland and pond restoration
- Surveying
- Geotechnical evaluations
- Emergency action plan development
- Dam break analysis
- Operation and maintenance plans and monitoring
- Hydro-electric dam assessment, design, and construction
- Construction management
- FERC inspections
- FERC licensure review and application
- Intergovernmental relations
- Permit development and negotiation
- Stakeholder engagement/public involvement
- Grants and funding acquisition and management

In addition to the above project-specific services, URS provides a range of additional engineering, science, architectural and planning services to public and private clients. As a single source for nearly every professional design discipline, URS is committed and able to bring unmatched expertise and innovation to every project. A summary of our in-house services includes, among others:

- Water resources
- Master planning and facility evaluation
- Architectural planning and design
- Conceptual design
- Engineering planning and design
 - Electrical - Civil
 - Mechanical - Process and Chemical
 - Structural - Geotechnical
 - Communications - Environmental
 - Transportation - Survey
- Site analysis, planning, and landscape design
- Interior and graphic design
- Cost estimating and scheduling
- Construction administration
- Construction and program management
- Fire protection and life safety systems
- Air quality and control
- Toxic and hazardous material control
- Operations and maintenance services





The JFNew Advantage Proven Experience

The JFNew Approach—Full-Service Ecological Solutions™

Founded in 1989, JFNew provides clients with full-service ecological solutions to their natural resource planning, restoration, and management problems. Clients know us for our ability to help them assess, restore, and maintain natural areas, including wetlands, streams, native prairies, woodlands, parks, and sensitive habitats. JFNew also has deep experience in design and implementation to achieve low impact development, green infrastructure, natural stormwater treatment, water resource management, and sustainable landscapes.

Our full-service ecological solutions model allows JFNew to provide one-or several services along the ecological restoration spectrum:

- Site Assessment
- Engineering and Design
- Permitting
- Native Plant and Seed Supply
- Cultural Resource Management
- Implementation
- Maintenance
- Monitoring

The JFNew team includes experienced wetland and wildlife biologists, environmental scientists and engineers, landscape designers, hydrologists, ecologists, native plant specialists, and cultural resource professionals dedicated to client service and environmental stewardship. For each project the team customizes our full-service ecological solutions model to provide the client with a project that takes full advantage of a site's unique attributes and results in successful project implementation and maintenance plans.

Site Assessment

- Wetland determinations and delineations
- Ecological assessments and surveys
- Endangered and threatened species surveys
- GPS/GIS data collection and management
- Biological inventories

Engineering and Design

- Stormwater system design
- Wetland, lake and stream restoration design
- Bioengineering and shoreline stabilization
- Wastewater treatment wetlands

Permitting

- Federal, state and isolated wetlands
- Cultural resources
- Endangered species

Native Plant and Seed Supply

- Wetland, prairie and woodland plants and seed
- Materials grown from pure live seed
- Bioengineering materials

Cultural Resource Management

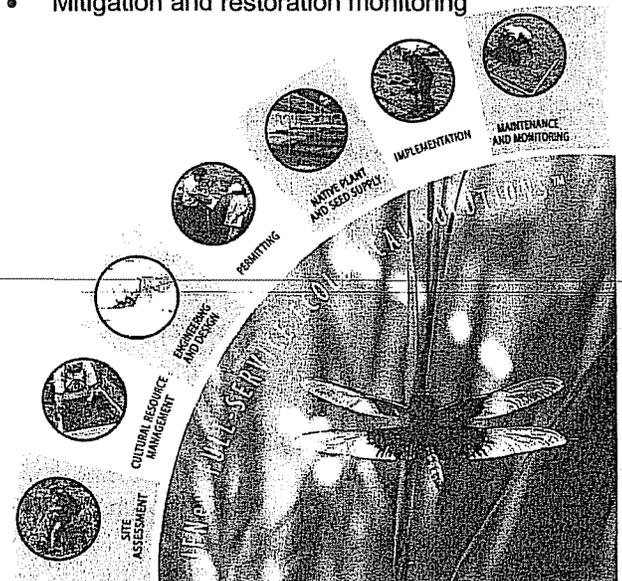
- Archaeological survey and investigation
- Community preservation planning and outreach
- National Historic Preservation Act review and compliance

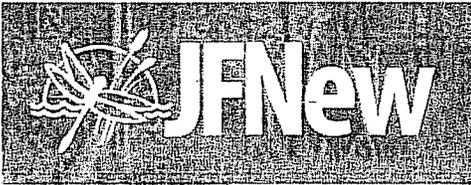
Implementation

- Wetland, stream and prairie establishment
- Bioengineering
- Native landscaping
- Construction
- Construction oversight

Maintenance and Monitoring

- Invasive and exotic species control
- Prescribed burning
- Mitigation and restoration monitoring





The JFNew Advantage Proven Experience

Low Impact Development/Natural Stormwater Management

Low impact development uses natural stormwater management and treatment solutions to manage stormwater as a resource rather than a waste. For nearly 20 years JFNew has implemented a variety of natural stormwater management and treatment solutions. We design, engineer, and implement projects that mimic the natural water cycle, minimize habitat disturbance, and create connections with nature. Rain gardens, vegetated bio-swales, and treatment wetlands are among the cost-effective, sustainable green infrastructure alternatives we have successfully designed and installed.



Energy Sector

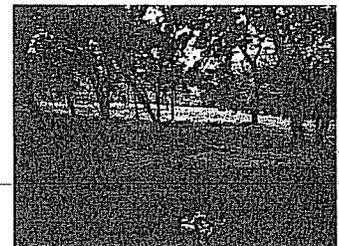
JFNew has provided numerous full-service ecological solutions™ to various energy sector clients. Linear corridor planning for pipeline and transmission lines poses unique development and compliance challenges. JFNew has thousands of miles of successful hands-on experience in this market. Power-generating stations present onsite natural resources management and community issues. From clean coal to biofuels to nuclear, JFNew has experience in assisting clients address these issues. And as wind continues to emerge as one of the renewable energy leaders, JFNew has provided wind energy developers with site assessments and inventories, wetland delineations, GIS mapping, habitat and migratory species studies, and impact assessments.

Cultural Resources Management

Cultural resources provide a sense of place to a community. Connecting to and understanding this sense of place can help your project secure community support. Cultural resource management identifies and manages the effects development and conservation decisions have on these assets, which include archaeological sites, historic materials and structures, and other culturally significant places and events. JFNew can help you understand the historical relevance of an area and maximize your project's value. From background research to survey, evaluation, and mitigation recommendations, let JFNew help you navigate and manage the laws and regulations governing environmental and cultural resources.

Parks and Natural Areas Stewardship

Parks can contribute greatly to a community's quality of life. JFNew has a keen understanding of how to restore and enhance the natural features of parks and green spaces for the enjoyment of residents of all species. These natural ecosystems are commonly under pressure from adjacent development that can cause ecological degradation. JFNew's team of restoration ecologists brings a full-service capability to assess, restore and maintain these valuable and sensitive natural assets.



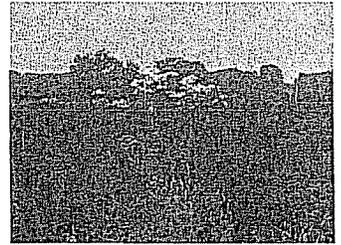
Natural Resources Management Planning

Natural resources deliver valuable ecosystem services. Municipal managers are realizing that sustainable management of these natural assets can provide both an economic and quality of life return on investment. JFNew's scientific approach to assessing the capacity of these resources helps identify opportunities to capture the economic value of eco-system services provided by natural resources. JFNew's experienced team of ecological scientists create natural resource inventories, footprint analyses and eco-system services value assessments that can guide planning, investment, and ordinance decisions.



Ecological Restoration and Mitigation

Effective implementation of wetland, stream and wildlife habitat restoration and mitigation projects is core to JFNew's value to our clients. Our team of wetland, stream and wildlife biologists, restoration ecologists and native plant nursery professionals have a proven record of successful restoration and mitigation projects. Our full-service model allows clients to reduce time frames, costs and performance risk.



Stream Restoration

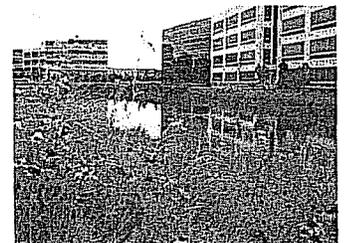
Streams provide communities with a wide range of eco-system services related to water quality and availability. Yet development footprints often impair the functionality of these vital natural assets. JFNew's seasoned team of stream restoration ecologists and engineers bring years of successful experience to our clients. Our teams have restored miles of sensitive stream ecosystems and habitat through practices including re-meandering, dam removal, daylighting and fisheries enhancement. We have deep experience in the Rosgen methodology and modeling processes that enable us to design and implement even the most complex stream restoration projects.

Permitting

Environmental compliance and permitting is an ever changing consideration for managing the development process. JFNew's experienced team of consultants have the experience and agency relationships to keep development projects on schedule and on budget. Our specialists provide support and problem solving assistance for US Army Corps of Engineers/404, state wetland/401, cultural/archeological resources and endangered species act compliance.

Sustainable Site Design and Landscape

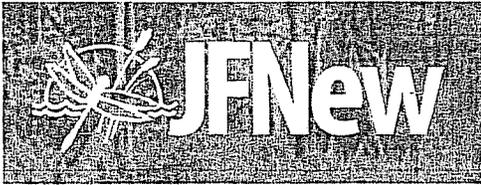
JFNew provides clients with the scientific knowledge and experience to sustainably manage government, academic and corporate campus sites. Sustainable landscaping solutions help minimize water usage, reduce stormwater discharge, improve energy efficiency and restore and beautify natural areas for the enjoyment of the occupants and visitors. Solutions include converting turf grass to native landscaping thereby reducing irrigation needs, chemical treatments, and mowing and reducing the carbon and water footprint of a facility.



Maintenance and Invasive Species Management

JFNew provides clients with the scientific knowledge and experience to sustainably manage government, academic and corporate campus sites. Sustainable landscaping solutions help minimize water usage, reduce stormwater discharge, improve energy efficiency and restore and beautify natural areas for the enjoyment of the occupants and visitors. Solutions include converting turf grass to native landscaping thereby reducing irrigation needs, chemical treatments, and mowing and reducing the carbon and water footprint of a facility.





Technical Expertise



JFNEW

JFNew has provided successful fish passage and streambank stabilization design services for clients throughout the Midwest. Descriptions of several projects are provided as part of this proposal. Our unique approach blends our technical background with field application experience, our engineering capabilities with ecological sensitivity.

JFNew staff are trained and experienced in many disciplines necessary for successful stream restoration and fish passage improvement, including hydrology, water resource engineering, aquatic and riparian ecology, and biology. JFNew uses a variety of river modeling and design software, including AutoCAD, ArcGIS, RIVERMorph, HEC-RAS, EPA SWMM, and Ohio's STREAMS. JFNew's water resource engineering and hydrology capabilities also allow us to model additional components related to bank erosion, scour depth, surface water and ground water hydrology, and structural stability required for many habitat enhancement techniques used in stream restoration.

JFNew is a unique consulting firm, with both one of the largest native plant nurseries in the Midwest and the capacity to perform design-build projects. This experience provides us with a unique on-the-ground perspective. Collectively we understand many of the intricacies, problems, and opportunities that constructed restoration projects present to project teams.

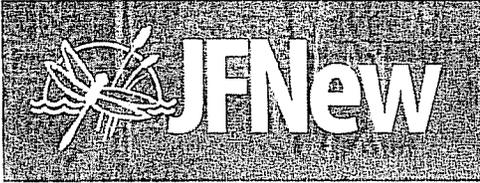
In 2008 JFNew completed a project similar to the one proposed for Monroe at Highland Park in Toledo, Ohio. Performed as a design-build project, the work included channel surveying, hydrologic and hydraulic modeling, permitting, design, and installation of approximately 1,200 cubic yards of large stone to create two rock ramps with low flow channels. This project was built to facilitate fish passage over a 3.5-foot low head dam that carries sanitary sewer over Swan Creek. JFNew is currently engaged in another project to create rock arch rapids at the Quasqueton Dam on the Wapsipinicon River in Quasqueton, Iowa.

JFNew has extensive experience working with the regulatory agencies that have jurisdiction over the proposed project area. Our staff has worked closely with the U.S. Army Corps of Engineers, U.S. Fish & Wildlife Service, and state, county, and local regulatory agencies on a number of stream or wetland-related project regulatory needs, including delineation, mitigation, stabilization, and restoration. JFNew maintains a strong relationship and pro-active communication with regulatory agencies to ensure project compliance and an efficient permitting process.

URS CORPORATION

URS Corporation provides extensive capability, experience, and capacity in project management, backed by substantial Great Lakes-specific expertise in planning, engineering, design, environmental science, and associated disciplines. URS has a long history of working with the U.S. Army Corps of Engineers, maintains a Great Lakes Practice active in all areas identified in the solicitation, and is backed by the unparalleled resources of one of the world's largest full-service planning, engineering, design and architectural firms. URS is a recognized global leader in aquatic ecosystem restoration, and its National Coastal and Ecosystem Restoration Practice has focused on literally every major coastal and basin ecosystem in the nation. URS maintains a Great Lakes Practice specifically directed at the multiple priority themes of the interagency Great Lakes Regional Collaboration, as presented in the GLRI. The Great Lakes Practice draws upon the resources of 26 offices located in every Great Lakes state and Ontario, which collectively have more than 2,250 staff representing more than 90 disciplines and subspecialties relevant to the GLRI and its focus areas. Through a vibrant mix of federal, state, local, and private sector clients and projects, URS is actively and intensively involved in every facet of Great Lakes planning, science, and engineering associated with ecosystem restoration and protection, including multiple recent and ongoing projects in each of the five GLRI focus areas.





Technical Expertise



URS has been responsible for the investigation, analysis, design, and construction of more than 4,000 dams worldwide. These projects include earth and rockfill dams, concrete arch dams, mass concrete and roller compacted concrete (RCC) gravity dams, as well as hybrid dams of timber crib, steel facing, and concrete walls.

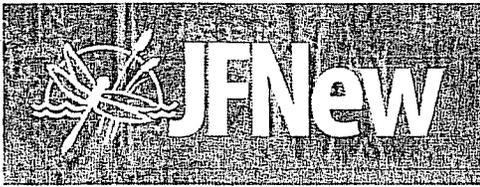
In Michigan, URS recently completed the analysis, engineering and construction oversight of the first engineered dam removal and stream restoration in the state. The Mill Creek Dam in Dexter was removed in 2008. The restored stream allows fish passage and includes rock structures for sediment control and kayaking. Also in 2008 URS assessed spillway capacity and designed improvements to the Meadowbrook Lake dam in the City of Novi. URS led this project from conceptualization through design.

The Dexter Dam Removal Project included the construction of a fish passage structure that reconnected Mill Creek with the Huron River for the first time in 175 years. The fish passage was a customized URS design that met state and federal criteria for passage of indicator species.

In addition, URS completed the first rock ramp fishway in Pennsylvania for the Philadelphia Water Department. The project involved installing three boulder arches across Pennypack Creek to allow for anadromous fish passage (hickory shad, herring, and alewives) over a concrete sewer line. The Pennsylvania Fish and Boat Commission stocked these species in 2006 as juveniles and expects the first spawning run in 2009. The rock ramp fishway has successfully withstood several major storm flows with no maintenance required. URS also completed a fish passage alternatives analysis for the Fairmount Park Commission which owns the last two dams on Pennypack Creek. Several alternatives were investigated including dam removal, partial dam removal, bypass channel and rock ramp fishways.

URS is also actively involved in several dam removal or fish passage projects on the Brandywine River in Delaware. Two dam removal designs have been completed for dams owned by the State of Delaware. Two conceptual rock ramp designs were also completed for other dam owners along the Brandywine River.





Key Personnel of the JFNew-URS Team

Scott Dierks, PE (JFNew) – Project Manager

Scott is a Hydrologist and Senior Water Resources Engineer for JFNew in Ann Arbor, Michigan, responsible for leading the design team's engineering services on watershed management and ecological engineering projects. His green infrastructure design work includes stormwater and wastewater treatment and re-use, and aquatic ecosystem restoration. In addition to design work, his 17 years of engineering experience also includes numerous hydrologic, hydraulic, sediment transport, and water quality monitoring and modeling projects. He also has extensive experience writing and administering Clean Michigan Initiative, Clean Water Act Section 319, and other public and private foundation grants.

Jan Hauser (URS) – URS Principal-in-Charge

Jan leads the URS Water/Wastewater Business line in Michigan responsible for overall business development, strategic planning, staff development, project performance and client management. Jan is experienced managing, planning, operating, and engineering water and wastewater utilities from both the public and private sectors through his work as Director of Utilities for Adrian, Michigan, and managing offices of private consulting engineering firms. He is a specialist in business development, project development, client management, project management, and operations.

Michael J. Donahue, PhD (URS) – Deputy Project Manager

Michael is a Vice President with URS and leads its Great Lakes Practice and National Coastal and Ecosystem Restoration Practice. Prior to joining URS in 2005, he served for almost 20 years as President/ CEO of the Great Lakes Commission, a US-Canada agency responsible for advancing the environmental and economic well being of the region through scientific investigations, policy studies and advocacy work. Michael holds a doctorate in Urban, Technological and Environmental Planning and specializes in ecosystem restoration, water resources management, intergovernmental relations and stakeholder engagement. He has had a leadership role in multiple dam disposition projects, including the Dexter Mill Pond Dam Removal/Stream Restoration, and the Boardman River Dam Disposition Study, as noted previously. He will serve as Deputy Project Manager and have a lead role in Alternatives Evaluation and Intergovernmental/Stakeholder Relations.

Greg Quartucci (JFNew) – Site Assessment Co-Lead

As Senior Ecological Resource Specialist, Greg provides project management for a variety of projects, including linear corridor, transportation projects, wetland delineations, endangered, threatened and rare species surveys, stream surveys and aquatic species surveys. Greg provides experience in wetland permitting and wetland delineation in the Midwest. He has 20 years of experience and has conducted environmental studies in 14 states, including Indiana, Illinois, Ohio, Michigan, and Wisconsin. Prior to joining JFNew, Greg was a Senior Scientist and Project Manager for a wide variety of aquatic, transportation, dam removal, wildlife and planning studies. He has written NEPA documentation ranging from Environmental Impact Statements to Categorical Exclusions on transportation, FERC permitting, and dam removal projects.

Nick Gressick (JFNew) – Site Assessment Co-Lead

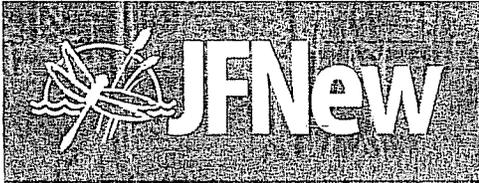
Nick performs endangered and threatened species surveys, wetland delineations, wetland mitigation monitoring projects, stream and wetland restoration activities, and wetland permitting projects, including the submission of permit applications. He also performs invasive species control with the application of herbicide and foliar spraying.

Jeff Braunscheidel (MDNRE) – Site Assessment

Jeff is a Fisheries Management Biologist with MDNRE. In this position he participated in the dam removal planning and evaluation of aquatic system impacts for the Mill Creek dam removal project recently completed in the Village of Dexter, Washtenaw County, Michigan. Jeff is currently involved with aquatic ecosystem and fish passage concerns associated with several dams on the Rouge River and Huron River systems.

Aaron Steber (JFNew) – Dam Remediation Design Co-Lead

Aaron is a stream restoration specialist in JFNew's Madison, Wisconsin, office managing bank stabilization and habitat enhancement projects, including project planning, grant administration, permitting, design, and construction oversight. He has more than 11 years of experience working with streams in Wisconsin, Minnesota, Illinois, Michigan, Ohio, and Idaho as well as in Finland and Costa Rica. Aaron conducts data analysis including geomorphic surveys to review channel morphology/stability, and works with computer modeling software to assess the most effective methods of managing



Key Personnel of the JFNew-URS Team

available water resources in designated areas. Aaron is also responsible for watershed, wetland mitigation, lake and stream feasibility studies, design studies and stormwater/water quality improvement projects.

Erin Switala (JFNew) – Hydraulics/Hydrology Co-Lead

Erin provides technical and design assistance for water resources projects, including stream and wetland restoration projects, stormwater low impact development projects, and green wastewater treatment projects. She provides support of design services through field surveying, hydrologic and hydraulic modeling, design calculations, and coordination of CAD drawings and permit applications. Erin also has experience surveying stream channel cross-sections and longitudinal profiles; fish surveying, including electroshocking; watershed assessments; and water sample collection and processing.

Troy Naperala (URS) - Hydraulics/Hydrology Co-Lead

Troy has more than 11 years of experience working on and managing water quality related civil and environmental engineering projects. He has participated in and managed numerous computer modeling projects for regulatory agencies and permitted dischargers. Troy's water quality modeling experience includes projects dealing with waste load allocations, mixing zones, and watershed management. Modeling projects have included lakes and rivers for temperature, sediment, toxics, and eutrophication.

Bill Weihbrecht (URS) – Dam Remediation Co-Lead

Bill is a senior stream restoration specialist in the Environmental Services Group in the URS Harrisburg, Pennsylvania, office. He has more than 20 seven years of professional experience related to watershed studies and stream restoration. Bill is currently managing several dam removal projects in the Mid-Atlantic Region. His regulatory and construction experience compliments the permitting and design tasks. This hands-on experience results in practical, cost effective designs while minimizing environmental impacts. He recently completed the design, permitting and construction oversight of a dam removal in Dexter, Michigan.

Mark Pennell, PG (URS) – Dam Remediation Co-Lead

Mark is the manager of the URS Harrisburg, Pennsylvania, office. He has 20 years of professional experience and has served as project manager for a wide variety of project types and sizes, including dam removals and associated stream restoration, hydrogeologic and watershed investigations, environmental monitoring and compliance, and sediment and water quality remediation for both surface and subsurface contamination. Mark has led feasibility studies, design/permitting, and/or construction management for more than fifty dam removal/stream restoration projects in New York, Pennsylvania, Maryland, Delaware, Virginia, Ohio, Indiana, Michigan, California, and Oklahoma.

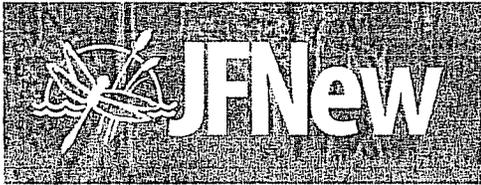
Dan Salas (JFNew) – Dam Remediation Co-Lead

Dan has worked in the field of ecology and ecological restoration for more than 13 years and provides clients a depth of technical skills and understanding. Based out of Madison, Wisconsin, Dan provides direct project management for ecological restoration, stream and shoreline restoration, conservation planning, habitat assessments, endangered and threatened species inventories, mitigation design and implementation; GIS review, analysis, and cartography, and grant application development and management. He works with appropriate agencies to guide clients through the state and federal wetland and waterways permitting processes. Dan has managed many stream and river restoration projects including project planning, design and management and is experienced in geomorphic survey and data analysis including watershed review and channel morphology analysis.

Stu Kogge (JFNew) – Permitting Lead Co-Lead

Stu provides technical oversight and expertise to all of our wetland and regulatory service projects across the entire JFNew network and is based in Lansing, Michigan. He brings more than 22 years of wetlands and nearly 30 years of natural resource experience to JFNew. Stu provides assistance with wetland assessments, delineations, mitigation designs, ecological restorations, endangered species surveys and fisheries and aquatic assessments. He manages and assists in completing and resolving the most complex wetland related projects. In addition, he provides regulatory guidance and assistance on federal and state regulated projects. Stu served as a field biologist for the Michigan Department of Natural Resources and Michigan Department of Environmental Quality, taking an early retirement from his state-wide wetlands biologist position in 1999 to form Wetland and Coastal Resources, Inc. (WCR). In May 2008, Stu sold his shares of WCR to join JFNew.





Key Personnel of the JFNew-URS Team

Sherry Slocum (URS) Permitting Co-Lead

Sherry has been involved in the environmental field for more than seven years. She has experience in natural resource assessment and regional planning, including NEPA, wetland delineation and mitigation, permitting, modeling, evaluation, watershed management, plant and animal identification, site plan review, feasibility studies, and construction management. Her consulting responsibilities have included coordinating and performing field activities, managing and interpreting field and laboratory data, and preparing work plans, final reports, and other project related compliance documents for clients and regulatory agencies. She has performed wetland delineation and/or ecological investigation in Michigan, Ohio, Indiana, Illinois, Wisconsin, Minnesota, Eastern Texas, Western Florida, Mississippi, Alabama, and Louisiana.

Luther Aadland – QA/QC Lead

Luther Aadland is the program consultant of the Minnesota Department of Natural Resources (MDNR) Stream Habitat Program and author of *Reconnecting Rivers: Natural Channel Design in Dam Removal and-Fish Passage*, published this year by MDNR. His work and research have included a wide variety of topics related to stream health, habitat, geomorphology, and ecology. His projects have included designs for numerous dam removals and remediations, stream restoration, fish habitat, fish passage, flood damage reduction, and streambank stabilization.

Team Member	Project Role	% of Time Commitment to Project
JFNew Staff		
Scott Dierks, PE	Project Manager	15
Greg Quartucci	Site Assessment Co-Lead	10
Nick Gressick	Site Assessment Co-Lead	10
Aaron Steber	Dam Remediation Design Co-Lead	10
Erin Switala	Hydraulics/Hydrology Co-Lead	25
Stu Kogge	Permitting Lead Co-Lead	15
URS Staff		
Jan Hauser	URS Principal-in-Charge	5
Michael Donahue, PhD	Deputy Project Manager	15
Troy Naperala, PE	Hydraulics/Hydrology Co-Lead	10
Mark Pennel, PG	Dam Remediation Co-Lead	5
Bill Wehbrecht	Dam Remediation Co-Lead	5
Sherry Slocum	Permitting Co-Lead	15
Luther Aadland	QA/QC Lead	5
Other Technical Staff		20



City of Monroe

Scott Dierks, PE (JFN)
Project Manager
Dam Remediation Design/Public Communication

Jan Hauser, PE
URS Principal Director

Michael J. Donahue, Ph.D (URS)
Deputy Project Manager
Public Communication/Grant Administration

Quality Assurance/Quality Control
Luther Aadland

Site Assessment
Greg Quartucci (JFN)
Nick Gressick (JFN)
Jeff Braunscheidel (MDNRE)

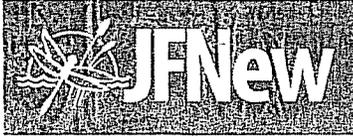
Public Communication
Scott Dierks, PE (JFN)
Michael Donahue, Ph.D (URS)

Hydraulics/Hydrology
Erin Switala (JFN)
Troy Naperala (URS)

Dam Remediation Design
Aaron Steber (JFN)
Mark Pennell (URS)
Bill Weibrecht (URS)
Dan Salas (JFN)

Permitting
Stu Kogge, (JFN)
Sherry Slocum (URS)





Scott Dierks, PE

Senior Water Resources Engineer, Hydrologist

Education:

Bachelor of Arts,
Psychology
Colgate University.

Master of Engineering,
Environmental Engineering
University of Florida.

Bachelor of Science, Civil
Engineering
University of Rhode Island.

Professional Credentials:

Licensed Professional
Engineer, Michigan.

Certified Technical Service
Provider (TSP) Wetlands
(Interdisciplinary)
Engineering Components,
number TSP-06-5399

Technical Skills:

LID planning and design

Stream restoration

Hydrologic and hydraulic
monitoring and modeling

Watershed Management

Stormwater BMP design

Treatment Wetland design

Grant writing

Scott is a Hydrologist and Senior Water Resources Engineer for JFNew in Ann Arbor, Michigan responsible for leading the engineering services of the design team on watershed management and ecological engineering projects. His green infrastructure design work includes stormwater and wastewater treatment and re-use and aquatic ecosystem restoration. In addition to design work, his 17 years of engineering experience also includes numerous hydrologic, hydraulic, sediment transport, and water quality monitoring and modeling projects. He also has extensive experience writing and administering Clean Michigan Initiative, Clean Water Act Section 319 and other public and private foundation grants.

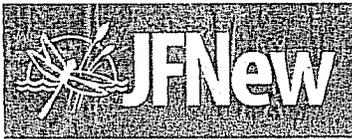
Professional Experience:

Cincinnati State Technical and Community College (CSTCC) Stormwater Master Plan and Retrofit Design, Ohio. Project Manager managing and leading the stormwater design aspects of the project. Also, led the effort to secure grant funding from the Cincinnati Metropolitan Sewer District (CMSD) to cover almost the entire project costs. CSTCC has contracted with JFNew as part of a broader team to design and implement a \$2 Million stormwater retrofit plan for the entire 45-acre campus. When completed (in 2011) the retrofit will include approximately 1.5 acres of porous paving systems, 1.5 acres of bioretention area, almost an acre in bioswales and several large cisterns with pump systems for supplemental landscape irrigation. The project will entail an integrated design effort from CSTCC, CMSD, JFNew, Emersion Design and Woolpert.

Muskegon Lake, Michigan. Project Engineer assisting with design of at least five-lake improvement projects. JFNew is priming the team charged with implementing a \$10 million American Reinvestment and Recovery Act grant from the National Oceanic and Atmospheric Administration (NOAA). The Recovery Act grant will improve aquatic habitat for fish and other species by removing more than 180,000 tons of degraded lake bottom sediment and restoring 10,000 feet of Lake Muskegon shoreline now hardened by materials including foundry slag, broken concrete, and sheet metal.

Michigan Natural Shoreline Partnership (MNSP), Michigan. Project Assistant volunteered to assist with lakeshore bioengineered stabilization pilot project design and training materials for the Michigan Department of Environmental Quality (MDEQ) collaboration. The MNSP goals are to encourage, demonstrate and train designers and installers throughout Michigan to use bioengineered techniques to stabilize lakeshores. Other collaborators include the Michigan Department of Agriculture, Michigan Department of Natural Resources, Michigan Sea Grant, Michigan State University, Michigan Conservation Districts, Michigan Nursery and Landscape Association and the Michigan Lakes and Streams Association.

Ancilla Domini Sisters Moontree Lodge Wastewater Treatment System Design and Permitting, Indiana. Project Manager responsible for managing and leading design for site amenities, landscaping, and stormwater and wastewater treatment infrastructure for artist lodge and studios. The project is pursuing LEED gold certification. Site and utility design includes porous concrete and grass pavers, rain gardens, bioswales, rain chains, cisterns, native prairie plantings and a constructed wetland for wastewater treatment. The project included the design and collection of wastewater from the primary treatment components and introduction into the treatment system. All necessary permits were obtained and agency correspondence was completed for approval of the system design.



Scott Dierks, PE
Senior Water Resources Engineer, Hydrologist

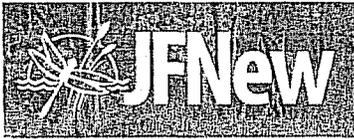
Woodstone South Development Wastewater Treatment System Upgrade, Michigan. Project Manager led design development and permit re-negotiation for upgrading a residential wastewater treatment system for 30 homes on the Leelanau Peninsula. The Homestead Resort is the developer for the Woodstone development. The upgrade includes an additional treatment wetland cell and Advantex nitrification filters in order to meet newly established Total Nitrogen groundwater discharge limitations. Also, represented the Homestead/Woodstone South in negotiations with the Michigan Department of Environmental Quality to establish new conditions for the re-issued groundwater discharge permit.

Michigan's Statewide Low Impact Development Guidance Manual, Michigan. Project Manager for co-writing Michigan's first Low Impact Development (LID) guidance and design manual. Worked with the client, Southeast Michigan Council of Governments (SEMCOG), co-consultant Cahill Associates (now CH2MHill), and a fifty person statewide steering committee over an 18-month period to develop the manual. The manual includes planning guidance and detailed design specifications for twenty-two LID structural and non-structural Best Management Practices (BMPs), a model stormwater ordinance, a model maintenance agreement, recommended peak and volume control standards and infiltration testing protocol. <http://www.semco.org/LowImpactDevelopment.aspx>

River Raisin Watershed Management Plan, Michigan. Project Manager led all aspects of project planning, facilitation, and technical work. JFNew was retained to help manage the preparation of the River Raisin Watershed Management Plan. Together with the River Raisin Watershed Management Council (RRWC), JFNew prepared the 319 grant application that was the primary funding source for the plan. JFNew worked with the RRWC, the University of Michigan, Stantec, the Lenawee County Conservation District, Adrian College and a watershed-wide steering committee to develop the plan. The plan was approved by the Michigan Department of Environmental Quality in October, 2009. Recommendations include several hundred management measures including inter-community planning and ordinance development, landscape conservation and restoration, recreation enhancements, conventional and innovative stormwater and agricultural BMPs, significant educational outreach and a generalized push towards sustainable agriculture and development focused on ecological and economic sustainability and social equity.

Highland Park Dam, Ohio. Project Manager responsible for oversight of all aspects of design, permitting and construction. JFNew was contracted to lead design and permitting and acted as the General Contractor as well as supply native plant material for this mitigation and floodplain enhancement project on Swan Creek. The dam encases a 36-inch sanitary sewer and cannot be moved. The finished project includes two rock ramps that pass baseflows (approximately 30 cfs) through a low flow channel in the ramp to facilitate passage of warm-water fish but are able to withstand the forces of a hundred year flow (6,000 cfs). A new pathway, overlook, rain garden and large, flat "fishing stones" were also completed.

Macatawa River Restoration, Michigan. Project Engineer led hydraulic and water quality modeling and design for re-meandering the Upper Macatawa River and creating a 1,500-ft auxiliary channel to re-direct high river flows to a series of created riparian wetlands. JFNew assisted the Ottawa County Parks and Recreation Commission by developing a conceptual plan for revitalization and restoration of approximately 500 acres along the Macatawa River. JFNew also managed final design and preparation of wetland restoration drawings, permit



Scott Dierks, PE
Senior Water Resources Engineer, Hydrologist

applications, planting plans on a 188-acre county park along the River. JFNew provided construction inspections and installed approximately 50 acres of native seed throughout the wetland complex. Phase II of the project was also awarded to JFNew which consisted of developing plans and specifications for excavation and re-contouring areas of the site, increased flood storage capacity, created/improving more than 45 acres of aquatic and wildlife habitat and wetland species diversity. Phase II plans also included re-routing and meandering 1,511 feet of the Macatawa River.

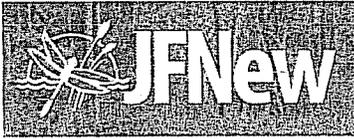
Woodman Fen Wetland Restoration; Five Rivers MetroParks, Ohio. Project Assistant managed hydrologic analysis of proposed fen mitigation site. Analysis included calibration of DRAINMOD model to eight on-site wells. JFNew also provided guidance for re-deployment of previously installed wells. JFNew was contracted by a leading national retailer to undertake a turnkey design/build wetland mitigation project to restore a 14-acre natural western Ohio fen community. JFNew's primary goal was to re-establish groundwater hydrology that was disrupted by tile drainage and manmade ditch channelization. JFNew managed the hydrologic analysis of the mitigation site which included calibration of DRAINMOD model to eight onsite wells. JFNew is responsible for continued monitoring and maintenance of the site during the regulatory monitoring period and continues to work closely with MetroParks to eliminate exotic species from the entire 40-acre MetroPark area:

Kanawha LID Site Analysis, South Carolina. Project Manager led hydrologic analysis and conceptual design of a site-wide master plan for stormwater management using a Low Impact Development (LID) approach. JFNew was part of the project team led by McDonough+Partners for the design of a 400-acre master planned residential, commercial and museum LID area of the Catawba River in the vicinity of Charlotte, North Carolina. JFNew designed and integrated the use of preserved and restored existing stream and wetland communities into the stormwater and landscaping master plan.

Playa Carillo, Guanacaste, Costa Rica. Project Manager led water master planning for 900-acre eco-resort on the northwest coast of Costa Rica. JFNew worked with a multi-disciplinary team led by McDonough+Partners, to develop a conceptual master plan for managing and re-using rainwater, runoff and wastewater and providing sustainable drinking water to a resort with a potential build-out of four small hotels, 150 houses and 400 haciendas.

MDOT - River Raisin Watershed, Wetland Mitigation Bank, Michigan. Project Assistant oversaw hydrologic analysis and applied DRAINMOD model to estimate the long-term hydrology of the proposed system. JFNew was contracted to design a 28-acre Michigan Department of Transportation forested and scrub-shrub wetland mitigation site. Using the DRAINMOD model, JFNew was able to simulate the proposed mitigation wetland design for a 102-year long historical period to estimate the long-term hydrology of the proposed system. The mitigation wetland was constructed by breaking farm drainage tiles, excavating portions of the site below existing grade, and building a low berm around the site.

Allen's Creek Watershed Implementation Plan, Michigan. Project Manager led development of a BMP implementation plan to provide peak flow and pollutant load attenuation in the Allen's Creek watershed in Ann Arbor, Michigan. JFNew partnered with Orchard, Hiltz, McCliment, Washtenaw County, the City of Ann Arbor and an energized and educated Ann Arbor community to develop a set of feasible, fundable and significant activities or projects that can affect both flow



Scott Dierks, PE

Senior Water Resources Engineer, Hydrologist

quantity and water quality. These activities and projects include: radical street re-design, proposing ordinance changes that emphasize LID, significant underground storage that treats the first flush flow of almost 10 percent of the watershed area and design of bioswales, rain gardens and enlarged storm sewer storage.

White Lick Creek Restoration, Indiana. Project Assistant provided engineering assistance for grade control and bank stabilization on White Lick Creek. JFNew was part of the team to provide design for the largest Emergency Watershed Protection Program (EWP) project in Indiana's history. The NRCS provided approximately \$2.3 million for the Town of Plainfield for the clean up-of White Lick Creek necessitated by the Labor Day flood of 2003 that scoured multiple high banks and threatened significant amounts of infrastructure throughout the town. JFNew was also responsible for coordinating with and obtaining the necessary permits from the U.S. Army Corps of Engineers and IDEM. Following design and permitting, JFNew provided construction oversight of the bioengineering components of the project and the JFNew Native Plant Nursery provided the plant materials.

Trestle Park Bioengineered Streambank Stabilization, Michigan. Project Manager led design-build of 150-LF of biodegradable coir fabric encapsulated soil lifts on an eroding bank of the South Branch of the River Raisin. JFNew provided field survey, hydrologic and hydraulic modeling, floodplain and soil erosion and sediment control permitting, and design of stone toe, live stakes and fabric-encapsulated soil lifts for a portion of failing streambank adjacent to the park's parking lot.. JFNew also acted as the General Contractor for construction of the bank stabilization measures. The re-built bank has performed without incident over the two years since construction was completed.

Smith School Streambank Stabilization, Michigan. Project Manager led design and permitting for bioengineered streambank stabilization. JFNew supported design for 150-feet of bank stabilization. Participated in and helped oversee volunteer construction of fabric-encapsulated soil lifts, seeding and planting of eroded bank.

Rochester Hills Large Woody Debris Management Plan, Michigan. Project Manager led development of a large woody debris management plan for the City of Rochester Hills. JFNew developed a Large Woody Debris (LWD) management plan for the City of Rochester Hills on the Clinton River. The plan attempts to balance human and ecological uses of the river. Emphasis is placed on leaving as much LWD in the river as possible in order to sustain ecological uses while allowing at least continuous canoe passage through the City. The plan was also created to help the City undertake its own evaluations and maintain a City LWD management program after the project is concluded. As part of the plan, JFNew created a primer on LWD, its ecological importance and function as well as general recommendations for removal or reuse, http://www.rochesterhills.org/city_services/uploads/LWD_Management_Primer_v3.pdf.

Blissfield Log Jam Removal Plan, Michigan. Project Manager responsible for all aspects of this project. JFNew obtained a Great Lakes Commission grant to assess the hydraulic and geomorphic impacts of a massive log jam on the River Raisin. JFNew worked with the MDEQ on a draft woody debris policy, complete or partial removal of the jam and reuse of woody debris for constructing revetments or lunger structures to stabilize failing streambanks.



Scott Dierks, PE

Senior Water-Resources Engineer, Hydrologist

Millers Creek BMP Projects, Michigan. Principal-in-Charge for multi-disciplinary team performing detailed assessment and improvement plan for Millers Creek in Ann Arbor. The projects were funded through a 319 grant administered by the Huron River Watershed Council (HRWC). JFNew partnered with the HRWC to locate sites for potential projects and then led design, permitting, and construction of the projects. Projects included rain garden design and installation at a local school, conversion of a dead-end street to a community rain garden, and a detention pond outlet structure retrofit to decrease peak stormwater flows. JFNew worked with the Council team, volunteers from the local EPA Emissions Testing Lab, as well as neighborhood volunteers and third grade students at Thurston Elementary School to install native plants in the rain gardens and retrofit pond.

Thurston Pond Restoration Project, Michigan. Project Manager obtained 319 grant to undertake restoration work on Thurston Pond. Managed hydrologic and water quality modeling and monitoring. JFNew was contracted for restoration of this grant funded pond project. The overall project goal is to monitoring existing stormwater influences on the pond, including water quality and quantity, in order to choose the best course of action towards pond improvements.

Hydrologic Analysis of Croy Lake Levels, Michigan. Project Manager for all aspects of the project. JFNew was contracted to manage field work and modeling of Croy Lake to determine possible causes for lowered lake levels. Lake cores, water depth and flow measurements were used along with a custom-built water balance model to determine the cause of drastically low water levels. The analysis confirmed that partial excavation of the lake's clay bottom had resulted in lake levels 5 feet to 6-feet lower than the historical average.

Presentations/Publications:

Dierks, S., for 2010. "The Water Quality Benefits of Two-Stage Ditches". Article to be published in *Pipeline Magazine* the quarterly publication of the Michigan Association of County Drain Commissioners.

"Constructed Natural Systems for Wastewater Treatment". Presentation at the 36th Annual Northern Illinois Wastewater Conference and Trade Show, Illinois Environmental Health Association, May 2009; Crystal Lake, Illinois.

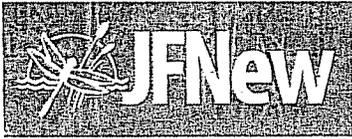
"Michigan's Low Impact Development Manual". Presentation made at the Ohio Stormwater Conference, May 2009; Mason, Ohio.

"Becoming a Rain Gardener: Part 1 – Fundamentals of Low Impact Development; Part 2 – Implementing Low Impact Development". Two-part webinar classes hosted by JFNew, Delta Institute and the Southeast Michigan Council of Governments, April, 2009.

"Mitigating the Impacts of a Low Head Dam on Swan Creek", 2008. Toledo, Ohio. Eighth Annual Ecological Engineering Society Meeting, Virginia Tech University, Blacksburg, Virginia.

"Linking Low Impact Development and LEED-Neighborhood Development: Moving toward Sustainability, 2008". Co-presented with Wes Horner, Cahill Associates, Greening the Heartland, United States Green Building Council, St. Louis, Missouri.

Dierks, S., 2007. "Not All Green Space is Created Equal: The hydrologic benefits of native landscaping". *Stormwater*, March/April, 2007.



Scott Dierks, PE
Senior Water Resources Engineer, Hydrologist

"The Use of DRAINMOD for Validating the Hydrologic Regime of a Proposed Mitigation Wetland". Poster presented at the International Symposium Wetlands 2006, Association of State Wetland Managers, August 2006, Traverse City, Michigan.

"The Edwards Relief Drain Streambank Stabilization Project", Summer 2005. Presentation at Michigan Water Environment Association Annual Conference.

"Drop It, Cut It, Rethink It: Innovative Stormwater Design for Pavements and Parking Lots", September 29, 2004. Michigan Society of Planning's Annual Conference, Grand Rapids, Michigan.

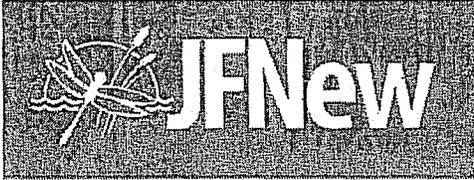
"An Example of In-Stream Peak Flow Reduction Targets based on Habitat and Geomorphic Indices", 2004. Presentation at Water Environment Federation Watershed Conference, Dearborn, Michigan.

"Stream Restoration Design using the Stable Channel Analytical Model (SAM), 2003". World Water and Environmental Resources Congress, Philadelphia, Pennsylvania.

Dierks, S., 2002. "Calibration of a Bank Erosion Model on a Large Midwestern Alluvial River". Presented at Water Environment Federation Watershed Conference, Ft. Lauderdale, Florida.

Edinger, J.E., Dierks, S. and Kolluru, V.S. (2003). Density Dependent Grazing in Estuarine Water Quality Models. *Water, Air and Soil Pollution*. V.147: 163-182.

Investigation of Copper Adsorption to Peat Using the Simple Metal Sorption Model. *Water Science & Technology*. V.44 (no. S11-12): 477-783.



Consultant Fee

The total consultant fee for the work as proposed in the City of Monroe Great Lakes Restoration Initiative application is: \$342,600. The JFNew/URS consultant team has also committed to a volunteer match of at least \$7,000. The total value of the consultant's work will equal or exceed \$350,000.





CITY COUNCIL AGENDA FACT SHEET

RELATING TO: 2010 SIDEWALK REPLACEMENT PROGRAM BID AWARD

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

In addition to the quantities described above, each year there are numerous "extra areas" that are scattered throughout the City where concrete driveway approaches, sidewalks, and street pavements must be replaced due to water main breaks and other utility repairs, along with isolated concrete patches on major and local streets. Also, some of these are complaints that we receive throughout the year outside the program area, mostly related to City trees heaving sidewalks, and related issues. This list is compiled prior to bidding of the program, but as expected does expand somewhat between bidding and program completion, due to the near-constant referrals that come to the City's attention.

Also, as you are aware, the City is nearing completion of its obligations under a 2004 Federal Consent Decree requiring the City to retrofit sidewalk ramps to be fully compliant with the Americans with Disabilities Act (ADA). At this time, there are only 20 ramps remaining that are not already being performed this year with other projects. 17 of these are along South Monroe Street between Seventh and Second Streets, and these have been included in this bid as well. The Engineering Department had intended to complete the other 3 locations, which would have involved constructing "bump outs" at all four corners of the intersection of Winchester Street and East Second Street, but once design was completed, it was determined that the 2010-11 Capital Improvements Program (CIP) budget would be insufficient, so we will be postponing this project until 2011 when more funding can be allocated.

The Engineering Department opened bids for this project on Monday, July 12, 2010. There were five (5) bidders for this project and a bid tabulation is attached for your review. The low bidder is A Land Construction of Dearborn Heights, and their low bid of \$87,840.08 is 13.6% below the Engineer's Estimate of \$101,668.75. 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. As this oversight is believed to be an honest mistake from a bidder unfamiliar with our standard bidding procedures, we are recommending that no action be taken on the bid bond, as they requested verbally. The second low bidder for the work is G.V. Cement Contracting Co., Inc. of Brownstown Township, with a bid amount of \$98,183.58, which is still 3.4% below the Engineer's Estimate. They have performed concrete work for the City at various times in the past, though their most recent project was the Michigan Avenue Reconstruction Project in 2004. While they have not performed ADA ramp work for the City since our Federal Court settlement, we believe that they are capable based on performance in other communities, and based on their overall performance on work in past City of Monroe projects in general. We believe that they are a Union contractor, so they should be able to meet the City's Labor Harmony requirements, though of course we will require certification as a condition of award. It should be noted that we are recommending increasing the contingency amounts on this project to 20%, since we are likely to increase quantities over the next 2-3 months as more complaints are called in and additional water main breaks occur, necessitating further work.

IT IS RECOMMENDED that the City Council award the above contract to the second low bidder, G.V. Cement Contracting Co., in the amount of \$98,183.58, and that a total of \$120,000 be encumbered to include a 20% 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: Contractor will be ready to start work in the area as soon as the 10-day notice to property owners has expired.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Engineering Department, fronting property owners, disabled individuals, pedestrians at large, Water Department

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$120,000.00*
	Cost of This Project Approval	\$120,000.00*
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

*Includes 20% contingency

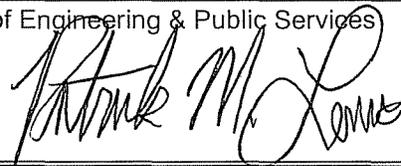
SOURCE OF FUNDS:	City	Account Number	Amount
	Sidewalk Repl. Program	401-95.449-818.020 11C04	\$54,000.00
	Water Dept. Contractual	591-40.538-818.020	\$5,000.00
	Water Sys. Improvements	591-40.538-972.000 08W12	\$2,000.00
	Water Sys. Improvements	591-40.538-972.000 11W01	\$3,000.00
	Major St. Surf. Main.	202-60.464-818.020	\$3,000.00
	Monroe St. ADA Ramps	401-95.449-818.020 11C05	\$31,000.00
	<u>Other Funds</u>		
	Property Owner Assessments		\$22,000.00

Budget Approval: _____

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

DATE: 07/14/10

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: July 19, 2010

2010 Sidewalk Replacement Program
BID TABULATION
BIDS DUE: Monday, July 12, 2010
Page 1 of 1

No.	Item	# units	Units	0 - Engineer's Estimate		1 - A Land Construction Inc.		2 - G.V. Cement Contracting Co.	
				Unit Price	Amt.	Unit Price	Amt.	Unit Price	Amt.
1	Remove & Dispose Conc. & Misc. Flatwork	20547.90	SFT	0.85	17,465.72	1.00	20,547.90	1.00	20,547.90
2	Remove & Dispose Curb & Gutter	534.00	LFT	7.00	3,738.00	5.00	2,670.00	5.00	2,670.00
3	Furnish & Install Curb & Gutter	534.00	LFT	20.42	10,904.28	13.00	6,942.00	15.00	8,010.00
4	Furnish & Install 4" Concrete Flatwork	16562.60	SFT	3.12	51,675.31	2.30	38,093.98	2.80	46,375.28
5	Furnish & Install 4" Concrete ADA Ramps	1173.20	SFT	3.82	4,481.62	8.50	9,972.20	9.00	10,558.80
6	Furnish & Install 6" Concrete Flatwork	2513.00	SFT	4.14	10,403.82	3.00	7,539.00	3.20	8,041.60
7	Furnish & Install Reinforcing Wire Mesh	500.00	LBS	1.00	500.00	0.75	375.00	1.00	500.00
8	Furnish & Install Bituminous Hand Patching	10.00	TON	150.00	1,500.00	150.00	1,500.00	110.00	1,100.00
9	Adjust Structure	2.00	EA	500.00	1,000.00	100.00	200.00	190.00	380.00
	Total				<u>101,668.75</u>		<u>87,840.08</u>		<u>98,183.58</u>

No.	Item	# units	Units	3 - Dominic Gaglio Const.		4 - Andrews Construction Co.		5 - Quinn Concrete Con.	
				Unit Price	Amt.	Unit Price	Amt.	Unit Price	Amt.
1	Remove & Dispose Conc. & Misc. Flatwork	20547.90	SFT	1.80	36,986.22	0.90	18,493.11	1.15	23,630.09
2	Remove & Dispose Curb & Gutter	534.00	LFT	20.00	10,680.00	10.00	5,340.00	7.00	3,738.00
3	Furnish & Install Curb & Gutter	534.00	LFT	18.00	9,612.00	25.00	13,350.00	19.00	10,146.00
4	Furnish & Install 4" Concrete Flatwork	16562.60	SFT	2.30	38,093.98	3.55	58,797.23	3.50	57,969.10
5	Furnish & Install 4" Concrete ADA Ramps	1173.20	SFT	2.40	2,815.68	6.00	7,039.20	10.00	11,732.00
6	Furnish & Install 6" Concrete Flatwork	2513.00	SFT	2.70	6,785.10	4.25	10,680.25	4.00	10,052.00
7	Furnish & Install Reinforcing Wire Mesh	500.00	LBS	1.90	950.00	1.00	500.00	0.50	250.00
8	Furnish & Install Bituminous Hand Patching	10.00	TON	250.00	2,500.00	250.00	2,500.00	185.00	1,850.00
9	Adjust Structure	2.00	EA	225.00	450.00	200.00	400.00	250.00	500.00
	Total				<u>108,872.98</u>		<u>117,099.79</u>		<u>119,867.19</u>



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: 2010 SIDEWALK PROGRAM – FINAL NOTICE TO AFFECTED PROPERTY OWNERS

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

An informational letter was sent to all of the residents of this area on April 9, 2010, prior to the inspection of any sidewalks. The sidewalks were then inspected and all potentially hazardous sidewalks were marked with either a "C", "X", or "T". A "C" indicates that the necessary repairs will be made by the City at its expense. If the walk is marked with an "X", the necessary repairs are the responsibility of the property owner. A "T" indicates a utility trench settlement caused by a house water service and the cost is shared equally between the City and the property owner. As have been our typical standards, "potentially hazardous" sidewalks are those that exhibit deterioration or spalling greater than a single crack per square, or are separated from the adjacent square by $\frac{3}{4}$ " or more.

In accordance with the Monroe Codified Ordinances, the property owners affected by this program are required to receive two (2) notices; ones which gives them thirty (30) days to make the necessary repairs, and a final notice which gives them a ten (10) day extension. On June 2, 2010, the first notice was sent to the affected property owners.

Attached please find a list of property owners who have not repaired their walks. Although typically the property owners receive the letter stating that they have a ten (10) day extension in which to make the repairs following this Council resolution, the Engineering Department erred and sent this letter in advance on July 9, and as such the property owners were given only estimated prices for their walks. Therefore, following this Council meeting, a new letter with actual prices will be sent to these same home-owners along with a corrected letter. Also on this City Council agenda for your approval is a request to award a contract for this work, and the Contractor will be directed not to commence work on any of the walks that are to be assessed to the property owners until a 10-day period following this Council resolution has expired (no sooner than Monday, August 2).

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

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: Sidewalk program typically commences in August

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Engineering Department, fronting property owners, pedestrians at large

FINANCES

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

*Cost of overall project will be reported with 2010 Sidewalk Program bid award.

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

Budget Approval: _____

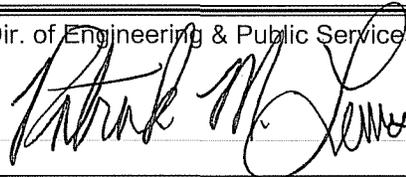
FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Dir. of Engineering & Public Services

DATE: 07/14/10

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: July 19, 2010



CITY OF MONROE 2010 SIDEWALK REPLACEMENT PROGRAM- LIST OF ASSESSABLE PROPERTY OWNERS

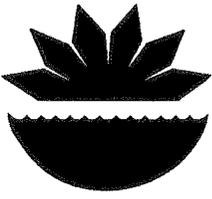
TAX_NO	NBR STREET	NAME	ADDRESS	CITY	ST	ZIP
39-00536-000	328 E FIRST ST	SPAULDING, JEFFREY BRIAN	14918 KORTNEY AVE	MONROE	MI	48161
39-00537-000	404 E FIRST ST	COUNTY OF MONROE	106 E FIRST ST	MONROE	MI	48161
39-00372-000	426 E FIRST ST	SKINNER, DENNIS & CORINNE	426 E FIRST ST	MONROE	MI	48161
39-00377-000	516 E FIRST ST	MYERS, DAVID & SHARON	516 E FIRST ST	MONROE	MI	48161
39-00378-000	522 E FIRST ST	RAFKO, SUZANNE (TR)	522 E FIRST ST	MONROE	MI	48161
39-00379-000	528 E FIRST ST	BONNEAU RICHARD & KATHLEEN PETERS	105 E FRONT ST STE 103	MONROE	MI	48161
49-00678-000	602 E FIRST ST	BURDEAUX, WAYNE	602 E FIRST ST	MONROE	MI	48161
49-00681-000	624 E FIRST ST	MADDOX, KIMBERLY ANN	12520 SOUTH CUSTER RD	DUNDEE	MI	48131
49-00684-000	630 E FIRST ST	SACKS, THEODORE/REBECCA (TR)	1358 HOLLYWOOD DR	MONROE	MI	48162
39-00547-000	301 E SECOND ST	KULL, RANDY J & JANICE K (TR)	13688 HULL RD	MONROE	MI	48161
39-00544-000	311 E SECOND ST	GOMES-WRIGHT, LUZIA A	311 E SECOND ST	MONROE	MI	48161
39-00554-000	402 E SECOND ST	SWINKEY, JON	1606 BEACHWOOD	MONROE	MI	48162
39-00389-000	411 E SECOND ST	FARRIS, ROBERT V & SHERRY L	417 HUMPHREY ST	MONROE	MI	48161
39-00391-000	414 E SECOND ST	SWINKEY, JON	1606 BEACHWOOD	MONROE	MI	48162
39-00390-000	418 E SECOND ST	HUNTER, ALEXANDER & RENEE	418 E SECOND ST	MONROE	MI	48161
39-00394-000	432 E SECOND ST	FIRST WESLEYAN CHURCH	432 E SECOND ST	MONROE	MI	48161
39-00401-000	526 E SECOND ST	KISER, BRENDA J	526 E SECOND ST	MONROE	MI	48161
49-00703-000	604 E SECOND ST	VIETNAM VETS OF MICHIGAN, INC	8933 MOON RD	SALINE	MI	48176
49-00680-001	611 E SECOND ST	ITC TRANSMISSION	27175 ENERGY WAY	NOVI	MI	48377
49-00705-000	612 E SECOND ST	ITC TRANSMISSION	27175 ENERGY WAY	NOVI	MI	48377
49-00707-000	630 E SECOND ST	SIEB, RICHARD & MARJORIE	630 E SECOND ST	MONROE	MI	48161
49-00708-000	704 E SECOND ST	ROGOFF, GARY & KATHY	704 E SECOND ST	MONROE	MI	48161
49-00710-000	720 E SECOND ST	MAYBEE PROPERTIES, LLC	10498 OSTRANDER	MAYBEE	MI	48159
49-00692-000	727 E SECOND ST	BAILEY, ROBERT & LOUISE	727 E SECOND ST	MONROE	MI	48161
49-00070-000	908 E SECOND ST	MONROE PUBLIC SCHOOLS	1275 N MACOMB ST	MONROE	MI	48162
49-00067-000	917 E SECOND ST	HAMLIN, ALBERT R & VELMA	917 E SECOND ST	MONROE	MI	48161
49-00071-000	924 E SECOND ST	ST JOSEPH CHURCH	924 E SECOND ST	MONROE	MI	48161
39-00410-000	415 E THIRD ST	RAMIREZ-ALMANZA, MOISES	415 E THIRD ST	MONROE	MI	48161
39-00409-000	421 E THIRD ST	CRAMER, CARL F & MARJORIE N (TR)	421 E THIRD ST	MONROE	MI	48161
39-00408-000	425 E THIRD ST	FERGUSON, LAVERIN & MARION	1233 JOHN L DR	MONROE	MI	48162
39-00407-000	435 E THIRD ST	SUDDUTH, HAROLD F & SHERRY L	435 E THIRD ST	MONROE	MI	48161
39-00406-000	505 E THIRD ST	CHRISTENSEN, JAMES & JULIE	505 E THIRD ST	MONROE	MI	48161
39-00403-000	521 E THIRD ST	HURST, EPPIE & BETTY BATES	521 E THIRD ST	MONROE	MI	48161
39-00420-000	522 E THIRD ST	ALEXIUS, ERIC & PHYLLIS	522 E THIRD ST	MONROE	MI	48161
39-00422-000	528 E THIRD ST	PETERS, DEBORAH D (TR)	P O BOX 852	MONROE	MI	48161
49-00726-000	617 E THIRD ST	COLLUM, HARRY & ELMA	617 E THIRD ST	MONROE	MI	48161
49-00735-000	624 E THIRD ST	HENRY, DAVID & CHANTELE	2328 OTTAWA RIVER RD	TOLEDO	OH	43611
49-00723-000	629 E THIRD ST	STEVENS, JOHN & DEBBIE	629 E THIRD ST	MONROE	MI	48161
49-00736-000	630 E THIRD ST	ACKERMAN, JOANNE	630 E THIRD ST	MONROE	MI	48161
49-00737-000	702 E THIRD ST	L & K INVESTMENTS LLC	27129 BRYAN BLVD	NEW BOSTON	MI	48164-9
49-00822-000	801 E THIRD ST	ROURK PROPERTIES, LLC	12716 RIVERDALE	DETROIT	MI	48223
49-00824-000	802 E THIRD ST	PLUMMER, EMMA	802 E THIRD ST	MONROE	MI	48161
49-00819-000	815 E THIRD ST	VANDERVLUCHT, CHRISTOPHER L & LISA	4787 E DUNBAR RD	MONROE	MI	48161
49-01292-000	904 E THIRD ST	PIPIS, EDWARD & BEVERLY	8646 JOANN DR	NEWPORT	MI	48166
49-00076-000	926 E THIRD ST	MONROE PUBLIC SCHOOLS	1275 N MACOMB ST	MONROE	MI	48162
49-00080-000	942 E THIRD ST	ST JOSEPH CHURCH	E SECOND ST	MONROE	MI	48161
39-00102-000	302 E FOURTH ST	MONROE HOUSING COMMISSION	20 N ROESSLER ST	MONROE	MI	48162
39-00108-000	328 E FOURTH ST	MARINO, THOMAS R (ET AL)	7822 DIXON RD	MONROE	MI	48161
39-00110-000	402 E FOURTH ST	MELL, CHRISTOPHER & ANN	402 E FOURTH ST	MONROE	MI	48161
39-00431-000	431 E FOURTH ST	AKERS, JOHN & HENRY	19359 FOREST HILL CT	WOODHAVEN	MI	48183
39-00352-000	516 E FOURTH ST	NELSON, MARVIN & FRANCES	516 E FOURTH ST	MONROE	MI	48161

CITY OF MONROE 2010 SIDEWALK REPLACEMENT PROGRAM- LIST OF ASSESSABLE PROPERTY OWNERS

39-00426-000	519 E FOURTH ST	JONES, DONALD R & JENNIFER L	519 E FOURTH ST	MONROE	MI	48161
39-00356-000	524 E FOURTH ST	WOOD, ROBERT & RENNERT, CHRISTOPHER	524 E FOURTH ST	MONROE	MI	48161
39-00424-000	529 E FOURTH ST	WENZEL, CHARLES JR & MARY	529 E FOURTH ST	MONROE	MI	48161
49-00731-001	611 E FOURTH ST	ITC TRANSMISSION	27175 ENERGY WAY	NOVI	MI	48377
49-00749-000	627 E FOURTH ST	PANCONI, THOMAS & DEBORAH	627 E FOURTH ST	MONROE	MI	48161
49-00763-000	630 E FOURTH ST	PHELAN, JOANN VIRGINIA	630 E FOURTH ST	MONROE	MI	48161
49-00766-000	702 E FOURTH ST	DUVALL, JACK & ANGELINA (ETAL) (LE)	702 E FOURTH ST	MONROE	MI	48161
49-00748-000	703 E FOURTH ST	PANCONI, MARGARET A (ETAL)	703 E FOURTH ST	MONROE	MI	48161
49-00745-000	713 E FOURTH ST	MCDONNELL, ALLEN W & SHIRLEY M	713 E FOURTH ST	MONROE	MI	48161
49-00769-000	718 E FOURTH ST	PRIDEMORE, JOE & WANDA	718 E FOURTH ST	MONROE	MI	48161
49-01297-000	944 E FOURTH ST	PIPIS, ED & RICHARD BONNEAU	105 E FRONT ST STE 103	MONROE	MI	48161
39-00112-000	303 E FIFTH ST	POWERS, MICHEAL N & KATHLEEN Z	303 E FIFTH ST	MONROE	MI	48161
39-00119-000	304 E FIFTH ST	FLORADAY, RICHARD & CHRISTI	304 E FIFTH ST	MONROE	MI	48161
39-00125-000	402 E FIFTH ST	MILLER, CAROL	402 E FIFTH ST	MONROE	MI	48161
39-00003-000	501 E FIFTH ST	TIMKO, JOHN JR & DOROTHY	1034 BENTLEY DR	MONROE	MI	48162
39-00135-000	304 E SIXTH ST	WITHERS, SEAN J	304 E SIXTH ST	MONROE	MI	48161
39-00437-001	418 E SIXTH ST	FEDERAL HOME LOAN MORTGAGE CORP	31440 NORTHWESTERN HWY ST FARMINGTON HIL	MI	48334-2	
39-00437-000	420 E SIXTH ST	FARRIS, MARK A & ABBIE M	420 E SIXTH ST	MONROE	MI	48161
39-00012-000	503 E SIXTH ST	ELLINGTON, JEFFREY	503 E SIXTH ST	MONROE	MI	48161
49-00788-000	612 E SIXTH ST	ITC TRANSMISSION	27175 ENERGY WAY	NOVI	MI	48377
49-01440-000	707 E SEVENTH ST	BAILS, STEVEN D & LISA M	15127 S DIXIE HWY	MONROE	MI	48161
49-00930-001	718 E SEVENTH ST	MEYERS, REGINALD	718 E SEVENTH ST	MONROE	MI	48161
49-01442-001	721 E SEVENTH ST	SPIESS, SANDRA S	321 AVE DE LAFAYETTE	MONROE	MI	48162
49-00931-000	724 E SEVENTH ST	MCDONALD, GLEN D & CHRISTINA L	321 AVE DE LAFAYETTE	MONROE	MI	48162
49-00932-000	804 E SEVENTH ST	NOEL, IRENE (ETAL)	321 AVE DE LAFAYETTE	MONROE	MI	48162
49-01442-003	807 E SEVENTH ST	SPIESS, SANDRA S	321 AVE DE LAFAYETTE	MONROE	MI	48162
49-01442-005	819 E SEVENTH ST	SPIESS, SANDRA S	321 AVE DE LAFAYETTE	MONROE	MI	48162
49-00883-000	917 E EIGHTH ST	BROSSIA, JERRY	917 E EIGHTH ST	MONROE	MI	48161
49-00893-000	924 E EIGHTH ST	DEMAY, JUSTINE J & TINA R	924 E EIGHTH ST	MONROE	MI	48161
49-00965-000	708 E NINTH ST	MONROE HOUSING COMMISSION	20 N ROESSLER ST	MONROE	MI	48162
49-00967-000	716 E NINTH ST	SEGER, BEVERLY A	716 E NINTH ST	MONROE	MI	48161
49-00968-000	722 E NINTH ST	SAJDAK, TIMOTHY J & BRANDY L	722 E NINTH ST	MONROE	MI	48161
49-00951-000	810 E NINTH ST	MCILVENNA, ROBERT & DEBRA	810 E NINTH ST	MONROE	MI	48161
49-00860-000	930 E NINTH ST	BALOGH, LOUIS & NORMA	6949 KINGS CT	LINCOLN	NE	68516
39-00154-000	303 E FRONT ST	RAS REALTY, LLC	630 E SECOND ST	MONROE	MI	48161
39-00155-000	317 E FRONT ST	PRIMERA IGLESIA HISPANA	317 E FRONT ST	MONROE	MI	48161
39-00156-000	321 E FRONT ST	PRIMERA IGLESIA HISPANA ALIANZA	317 E FRONT ST	MONROE	MI	48161
39-00469-004	402 E FRONT ST	BREDSCHNEIDER FAMILY TRUST	402 E FRONT ST	MONROE	MI	48161
39-00158-000	403 E FRONT ST	MARLOW, TERRY G	403 E FRONT ST	MONROE	MI	48161
39-00469-005	412 E FRONT ST	BREDSCHNEIDER FAMILY TRUST	402 E FRONT ST	MONROE	MI	48161
39-00160-000	425 E FRONT ST	CL HOLDINGS, LLC	425 E FRONT ST	MONROE	MI	48161
39-00469-007	428 E FRONT ST	CL HOLDINGS, LLC	425 E FRONT ST	MONROE	MI	48161
39-00471-000	508 E FRONT ST	PASKO, JOHN & ROSALIE	508 E FRONT ST	MONROE	MI	48161
39-00472-000	512 E FRONT ST	BICA, JAMES M II	5436 RAVEN PARKWAY	MONROE	MI	48161
39-00475-000	528 E FRONT ST	MULLINS, DAVID R	528 E FRONT ST	MONROE	MI	48161
49-00649-000	604 E FRONT ST	SAWICKI ENTITIES, LLC	4417 ELM	NEWPORT	MI	48166
49-01487-000	708 E FRONT ST	MCCLLEERY, KENNETH & SUSAN	29841 AILANTHUS DR	MI	48134	
49-01487-001	718 E FRONT ST	CLARK, JESSICA M	718 E FRONT ST	MONROE	MI	48161
49-01487-005	734 E FRONT ST	HALL, ROY & JOHANNA	10409 CEMETERY RD	ERIE	MI	48133
49-01488-000	910 E FRONT ST	MOORE, FRANK C (TR)	910 E FRONT ST	MONROE	MI	48161
49-01489-000	914 E FRONT ST	MASSERANT, DAVID & CATHERINE	4131 BREST RD	NEWPORT	MI	48166
39-00502-000	402 HUMPHREY ST	FUSIK, JOHN & MARIANN	PO BOX 1097	MONROE	MI	48161
39-00490-000	411 HUMPHREY ST	OAK TREE PROPERTY MANAGEMENT, LLC	4100 S CUSTER RD	MONROE	MI	48161
39-00489-000	417 HUMPHREY ST	FARRIS, ROBERT & SHERRY	417 HUMPHREY ST	MONROE	MI	48161

CITY OF MONROE 2010 SIDEWALK REPLACEMENT PROGRAM- LIST OF ASSESSABLE PROPERTY OWNERS

39-00486-000	501 HUMPHREY ST	ZAVALA, GREGORY S & TINA M	501 HUMPHREY ST	MONROE	MI	48161
39-00509-000	502 HUMPHREY ST	DEERING, DELMONT & NANCY	502 HUMPHREY ST	MONROE	MI	48161
39-00512-000	518 HUMPHREY ST	CICERO, DOMINIC JR & MARY (TR)	518 HUMPHREY ST	MONROE	MI	48161
39-00480-000	521 HUMPHREY ST	ALLEN, DANIEL S & HEATHER N	521 HUMPHREY ST	MONROE	MI	48161
39-00479-000	527 HUMPHREY ST	COPI, EVELYN J	527 HUMPHREY ST	MONROE	MI	48161
49-00660-000	605 HUMPHREY ST	FLORADAY, PHILIP A	605 HUMPHREY ST	MONROE	MI	48161
49-00662-000	606 HUMPHREY ST	COOK, CHARLES H (LC)	606 HUMPHREY ST	MONROE	MI	48161
49-00654-000	631 HUMPHREY ST	FARNSWORTH, MATTHEW & AUDRA CLEMONS	631 HUMPHREY ST	MONROE	MI	48161
49-00666-002	68 JEROME ST	WEIKUM, WILLIAM & CAROLE	3830 GRUBER ROAD	MONROE	MI	48162
49-00670-000	80 JEROME ST	SACKS, THEODORE N (ETAL)	1358 HOLLYWOOD DR	MONROE	MI	48162
49-01525-000	421 JEROME ST	FIRST WESLEYAN CHURCH	420 JEROME ST	MONROE	MI	48161
49-00987-000	735 JEROME ST	DICARLO, VITO & BERNADINE	935 CHERRY ST	MONROE	MI	48161
49-01313-000	704 KENTUCKY AVE	DEPEW, MAY	704 KENTUCKY AVE	MONROE	MI	48161
49-01315-000	710 KENTUCKY AVE	MCPEEK, ROBERTA S	710 KENTUCKY AVE	MONROE	MI	48161
49-00851-000	806 KENTUCKY AVE	SHARP, HARM C JR	2440 DENMERS RD	READING	MI	49274
49-00852-000	810 KENTUCKY AVE	MUSHING, MICHAEL	810 KENTUCKY AVE	MONROE	MI	48161
49-01323-000	916 KENTUCKY CT	WEATHERHOLT, PATRICIA V	916 KENTUCKY CT	MONROE	MI	48161
39-00476-000	30 NAVARRE ST	LANG, EVA & JAMES	32 NAVARRE ST	MONROE	MI	48161
49-00661-000	57 NAVARRE ST	BURNS, BRIAN	1956 N RAISINVILLE RD	MONROE	MI	48162
49-00663-000	69 NAVARRE ST	BASILE, GLORIA G	69 NAVARRE ST	MONROE	MI	48161
49-00675-000	85 NAVARRE ST	GILSDORF, AL/CONSTANCE	85 NAVARRE ST	MONROE	MI	48161
39-00516-000	86 NAVARRE ST	LINGAR, SEWELL	86 NAVARRE ST	MONROE	MI	48161
49-00796-000	617 NAVARRE ST	NAGY, ANNE & FRANK J	617 NAVARRE ST	MONROE	MI	48161
49-01443-000	801 NAVARRE ST	WOOTEN, RODERICK P & GAIL E	801 NAVARRE ST	MONROE	MI	48161
39-00464-000	814 NAVARRE ST	DIROFF, STANLEY G (ETAL)	1182 N RAISINVILLE RD	MONROE	MI	48162
49-00905-000	704 REISIG ST	DAVIS, FRANK & MELISSA	704 REISIG ST	MONROE	MI	48161
49-00906-000	708 REISIG ST	LAZETTE, SAMUEL JR & MARY	708 REISIG ST	MONROE	MI	48161
49-00907-000	714 REISIG ST	JELTES, DAVID J & ERIN E	714 REISIG ST	MONROE	MI	48161
49-00908-000	720 REISIG ST	CHASE HOME FINANCE LLC	800 BROOKSEGE BLVE	WESTERVILLE	OH	43081-2822
49-00911-000	736 REISIG ST	YAVORSKY, CATHERINE MARY	303 LAVENDER ST	MONROE	MI	48162
49-00994-000	714 ROEDER ST	JOHNSON, JOHN THOMAS & BARBARA L	714 ROEDER ST	MONROE	MI	48161
49-00993-000	718 ROEDER ST	PRICE, VICKI L	718 ROEDER ST	MONROE	MI	48161
49-00990-000	724 ROEDER ST	DUNHAM, MILTON	724 ROEDER ST	MONROE	MI	48161
49-00938-000	727 ROEDER ST	FOSTER, MICHAEL W	1018 SAINT JAMES PARK AVE	MONROE	MI	48161
49-00980-000	802 ROEDER ST	JACKSON, MICHAEL J SR & ALETA M	802 ROEDER ST	MONROE	MI	48161
39-00494-000	27 SCOTT ST	BROOKS, JANITH L	27 SCOTT ST	MONROE	MI	48161
39-00561-000	219 SCOTT ST	BLACKWELL, CHAD D	219 SCOTT ST	MONROE	MI	48161
39-00561-001	225 SCOTT ST	BILLOCK, DOUGLAS & LINDA	225 SCOTT ST	MONROE	MI	48161
39-00562-000	315 SCOTT ST	TRINITY LUTHERAN CHURCH	315 SCOTT ST	MONROE	MI	48161
39-00103-000	417 SCOTT ST	TROMETER, TANYA	417 SCOTT ST	MONROE	MI	48161
39-00502-001	55 WADSWORTH ST	GREER, RYAN	3044 FIRST ST	LASALLE	MI	48145
39-00525-000	60 WADSWORTH ST	COUNTY OF MONROE	106 E FIRST ST	MONROE	MI	48161
39-00522-001	77 WADSWORTH ST	SOLID ROCK CHURCH OF LENAWEE	112 E CHURCH	CLINTON	MI	49236
39-00126-000	511 WADSWORTH ST	BOUDRIE, DENNIS	511 WADSWORTH ST	MONROE	MI	48161
39-00134-000	515 WADSWORTH ST	STEINMAN, KURT & JENISE	502 E FOURTH ST	MONROE	MI	48161



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: PROPOSED DOG PARK AT MUNSON PARK

DISCUSSION: The City received a request from the "Dog Run Committee", a group of Monroe citizens, for permission to design and build a dog-run facility within Munson Park. Specifically the Committee would like permission to create a safe environment to take their dogs to run and play. The committee has been diligently working for the past 1 ½ years on this concept, researching options and soliciting input from city staff. The committee officially presented their proposal at the July 6th, 2010 city council meeting and requested Council support for continuing their efforts to garner the community support necessary to construct and provide long-term support for a fenced, dog-run facility at Munson Park.

The committee would obtain the necessary human and financial resources necessary to accomplish the project through the efforts of volunteers and funds raised from contributions and donations by individuals and organizations within the community, without cost to City of Monroe taxpayers. The committee would also establish a group of interested residents who will continue to provide the vigilance, labor and occasional funding necessary, to ensure that the facility and its grounds are well maintained and kept in good repair, without using additional taxpayer resources.

The request was circulated to the Administration for their review and report back and there were no objections. It was the unanimous opinion of the staff that the proposed park is keeping in line with the Recreation Systems Plan of 2007-2012. In a survey of the City of Monroe, 54% of respondents felt it was essential or somewhat important to have a park specifically for walk dogs/pets. Goal 2 of the Recreation Systems Plan states: "Maximize the use and distribution of existing and future facilities." The dog run park would be in line with that goal.

The Engineering and Public Services Director has reviewed the project and does not foresee any unworkable issues, as long as the facility is administered as planned and stated. It is recommended that the Council retain the right to close the facility at any time in its sole discretion. And, the Engineering Department would like to retain construction oversight of the new facilities if necessary, particularly construction of any ADA-required improvements.

One of the goals established by the Monroe City Council earlier this year was to 'Embrace and Encourage Community Involvement'. The proposed dog-run facility fits within that goal.

Therefore, it is recommended that the request be approved contingent upon items being met as outlined by the administration, that the committee work with the Engineering Department, subject to no additional costs to the city of Monroe taxpayers, subject to coordination and consolidation where appropriate with city staff, and that the City Manager be granted authority to alter/amend the request if warranted. And, further recommending, that the Mayor be authorized to sign the letter of support on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION:

For

Against

REASON AGAINST: N/A

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: DPS, Recreation, and Manager

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project \$ N/A

Cost of This Project Approval \$ N/A

Related Annual Operating Cost \$ N/A

Increased Revenue Expected/Year \$ N/A

SOURCE OF FUNDS:

City

Account Number

Amount

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

Other Funds

\$ N/A

\$ N/A

\$ N/A

\$ N/A

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office

DATE: 7/15/10

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 7/19/10



July 15, 2010

Dear Dog Run Committee members:

RE: Proposed development and operation of a fence-enclosed dog run facility at Munson Park

Please accept this letter of support on behalf of the Monroe City Council for your undertaking the additional actions necessary to achieve the development of the dog-run project you propose, and for locating it in Munson Park. It is our desire that this correspondence aids in your efforts to recruit volunteers and raise the financial contributions needed for the establishment of the long-term volunteer-based structure necessary to sustain its continued use and maintenance.

Thank you for your presentation at the Monroe City Council meeting on July 6th regarding your proposal for installing a dog-run facility in Munson Park. It was evident that members of your group invested a great deal of time and research toward the development of your presentation material and proposal.

The City administration and staff look forward to continued dialog with the committee in finalizing the policy and procedures of the established dog run facility as previously discussed.

Members of the City Council and I applaud your efforts and initiative. One of the goals established by the Monroe City Council earlier this year was to "Embrace and Encourage Community Involvement". Your efforts and commitment to pursue and sustain this project through volunteerism can be a fine example of the type volunteer community involvement that will provide an enhancement of the quality of life for several residents of the greater-Monroe area.

Sincerely,

Robert E. Clark
Mayor

MEMORANDUM

TO: Honorable Mayor and Council
George Brown, City Manager

FROM: Patrick M. Lewis, Director of Engineering and Public Services

Cc: Jeffrey Green, Interim Director of Planning and Recreation
Loretta LaPointe, Interim Recreation Superintendent
William Walters, Superintendent of Public Services
Kelly Wagner, Parks Supervisor

DATE: July 14, 2010

SUBJECT: Proposed Dog Park Review



This memorandum should serve to provide comments on the information dated July 11, 2010 as provided by the "Run Dog Run" committee, intended for presentation to the City Council on July 19. I have already received a copy of comments from Loretta, so rather than re-state many of her points about the applicability and public acceptance of this concept, I will de-lineate the issues that I view as relevant to the Public Services Department (DPS). In general, the documents provided show a comprehensive organizational structure that appears to give this concept a strong chance at success, provided the expected level of effort can be maintained. As per recent stated City Council goals, this type of partnership to mitigate the involvement that City staff must expend on a specialized recreational facility is exactly what we should be fostering, and I appreciate and applaud the effort put forth thus far.

The Engineering Department did assist the volunteer group early on in determining potential boundaries of the site. There is not necessarily any objection to the specific location of the proposed park, and I did offer my opinion that a 25-foot setback on all sides from roadways, parking lots, and other facilities seemed to be appropriate. I have attached the original drawing provided by the Engineering Department, which utilizes the base topographic survey from a previous project (note that the new paved road is not yet shown as such) and I believe that this is essentially where they are proposing the facility.

As stated by the information provided, DPS would still be responsible for having the grass cut under our contract, which is a very minor change (due to the fencing obstacle that isn't present now, we may be looking at a small amendment to our contract), and providing receptacles for trash, also a minor item. As noted by Loretta, to avoid incurring additional costs in our mowing contract, string trimming around fencing should be done by the committee when needed.

I have not thoroughly researched the issue to conclusion of what accommodations need to be made for Americans with Disabilities Act (ADA) compliance, but my assumption is that conservatism would dictate that at least a pathway to the gates of each pen from the parking lot should be provided. Based on the arrangement shown, this could be as simple as routing a 5-foot-wide pathway to intersect with the skate park access path, then have it feed to an area

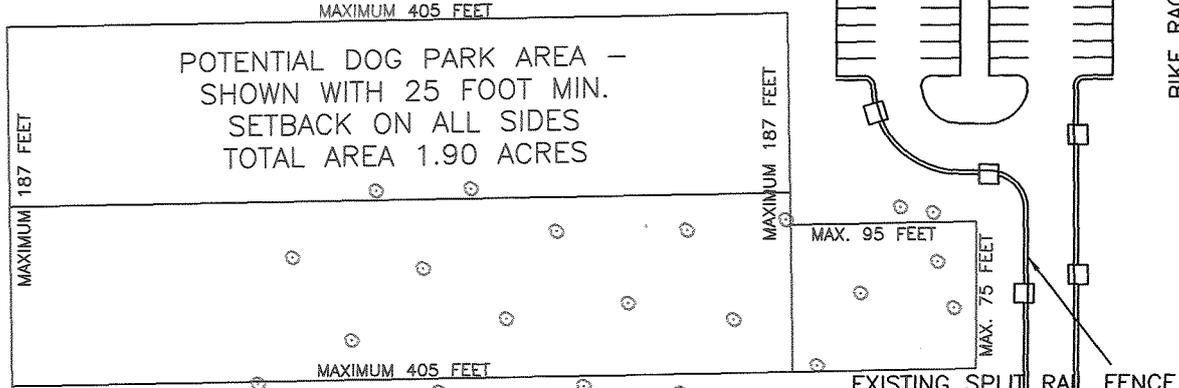
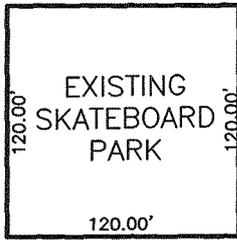
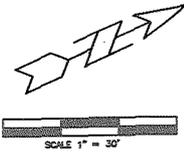
where all three pens intersect, and the gates could all be placed in close proximity. However, I believe this will need to be taken into account by the committee.

While my opinion as stated above is that this is a well-organized committee that seems to cover all of the major concerns that may arise with a facility of this type, I do want to go on record with some "worst case" comments, and wish to be frank about the long-range availability of Public Services staff. This is particularly important given that the Parks work group has taken a particular hit within the past year, and is unlikely to have any meaningful available capacity for the foreseeable future. It goes without saying that should DPS staff ever have to fulfill the cleanup responsibilities that are presently being stated to belong to the owners, it will have a major impact on our overall program, as well as introducing potential safety and health issues. I do have some concerns that absent constant monitoring by the committee members, it will be impossible to tell which dog owners are failing to clean up after their dogs (other than word of mouth from other patrons). Anecdotal experience in other facets of the parks (i.e. trash deposited outside of cans during peak usage) seems to show that once a few patrons become lax in their responsibilities, others feel it to be more accepted, and the operation starts to slide quickly.

As long as this facility is administered as planned and stated, I do not foresee any unworkable issues, but for the protection of the City, I would highly recommend that the City Council retain the right to close the facility at any time in its sole discretion. Obviously, I would like for the Engineering Department to at least retain construction oversight on the new facilities if necessary, particularly construction of any ADA-required improvements.

POTENTIAL DOG PARK LOCATION - MUNSON PARK

NORTH CUSTER ROAD (100' R/W)



EXISTING 12" SAN. SWR.

EXISTING 12" WATERMAIN (FRENCHTOWN)

N 70°05'35.373"
-480.307'

EXISTING 2" WATER SERVICE

EXIST. PLAY EQUIP.

EXIST. SHELTER

EXISTING 6" SAN. SWR.

EXIST. SHELTER

EXIST. ASPHALT PARKING LOT

EXISTING ELECTRICAL

EXISTING TENNIS COURTS

EXISTING EXERCISE TRAIL

EXISTING

EXISTING PATHWAY

EXIST. ASPHALT P/

EXIST. ASPHALT P/

BIKE RACK

EXISTING ASPHALT

WALKWAY

EXI STO

EXIS STOF

EXISTING DIAMOND #4

EXISTING 6' CHAINLINK FENCING (TYP.)

EXIST. STONE PARKING

EXISTING STC

EXISTING PAVED ROADWAY

EXISTING SPLIT RAIL FENCE

BIKE RACK

July 11, 2010

The **RUN DOG RUN** committee has been meeting for over 1 1/2 years. It was formed by a group of Monroe citizens who wanted to be able to find a safe environment to take their dogs to run and play. At the first meeting, committee members along with city manager, George Brown, Loretta LaPointe, and Jeff Green a discussion of park locations was initiated. The group felt that Munson Park would be the perfect location because of its ease of access, family atmosphere, parking availability and many other amenities. George Brown then suggested using the vacant land east of the skate board park since it was a unusable piece of land. It was discovered in the city's 5 year master plan that citizens raised the issue of having a dog park.

Since that first meeting plans have been moving forward to make the dream of the dog park become a reality. Dog parks were visited by committee members in Saline, Ann Arbor and Northville. Ann Arbor and Northville each support two dog parks in their cities.

Below are bullet points of the committee's vision for the dog park.

1. **Name of the park.** The committee has always referred to it as RUN, DOG, RUN, but would be open to other suggestions such as Munson Park Dog Run or perhaps a contest to name the park.
2. **Location:** Property is east of the skate board park, running north to the parking lot, south to N. Custer Road and east to the entrance drive to Munson Park.
3. **Size:** 187 ft by 405 ft. plus 95ft x 75 for the small dog run. See page for Comments to the Dog rules.
4. **Architect drawing: available upon request.**
5. **Explanation:** Two equal parts of the parts will run north and south divided by a fence. This is for medium and large dogs. One half will lay dormant to refresh the terrain and will be alternated on a regular timed increment. A smaller fenced area will run east and west at the north end of the dog run. This will be for small and elderly dogs to use. There will be a safety entrance where gates to all the runs will be accessible.
6. **Materials used for fencing:** 48 inches tall 9 gauge chain link fence. 1 5/8in. top rail. All posts set in concrete.
7. **Signage:** See attached. This is a sample but is not limited to just what is printed.
8. **Who would use the park:** Citizens in Monroe who fall under the attached Dog Park Rules. (Could be opened up to wider range of citizens later)
9. **Who will build the park?:** The committee after receiving 3 bids will choose the vendor to build the park.
10. **Who will maintain the park?:** The city will continue to cut the grass as they are doing now. Other improvements and amenities will be added by the committee.
11. **Formation of 501C3:** Conversation are is in progress to form a 501C3 to handle fund raising. A board of directors for the park is also being discussed to oversee any problems, daily upkeep, fundraising and condition of the park.
12. **Timeline:** Contingent on fund raising efforts and legalities, the committee would like to have the dog run open by spring 2011.
13. **Disciplinary action:** Please refer to attached dog rules. There are already ordinances in place to cover infractions.

RECEIVED

JUL 12 2010

MAYOR'S OFFICE

DOG PARK RULES

Please observe the following rules to help make our dog parks a safe and enjoyable places. Thank you very much.

1. A permit is required to use this facility. For registration information please call 734.794.6140.
 2. All dogs must display current registration, license and vaccination tags. For registrations call 734.794.6140.
 3. Users of this facility do so at their own risk. Dog behavior can be unpredictable around other dogs and strangers.
 4. Dog owners and handlers are strictly liable for any damage or injury caused by their dog(s).
 5. Dog handlers must be 16 years of age or older. Children under 16 are not allowed in the park unless accompanied by an adult.
 6. All dogs must remain leashed until they are within the designated, fenced area.
 7. Dogs must not be left unattended. Dogs must be in view and under the voice command of their owner at all times.
 8. Dog handlers are responsible for cleaning up after their dogs.
 9. Dogs in heat and puppies under four months of age are not permitted in the park.
 10. Dogs that fight or exhibit aggressive behavior must be immediately removed from the park by their owner.
 11. No more than two dogs per handler are allowed at one time.
 12. No smoking, food or alcohol is allowed within the park.
 13. Professional dog trainers shall not use the park to conduct their business.
 14. Individuals failing to comply with posted rules are subject to citation, expulsion, or arrest, as well as dog impound.
- Park hours are dawn to dusk. Under no circumstances before 6 a.m. or after 10 p.m. will you be permitted in the park (hours are subject to closures for required maintenance operations). For non-emergencies at the dog park, please call 734.794.6230. If you need emergency assistance, please call 911.*

COMMENTS TO THE ABOVE DOG PARK RULES

The rules above are taken from Washtenaw County Parks and Recreation. They serve merely as a guideline as to what we will use for our dog park.

Our committee consensus was not to charge a registration fee however; in speaking with Dr. Bob at the Sylvania Vet. Hospital, his recommendation was to charge a fee so that the dog owners would have and feel ownership of the dog park. This would create a pride in making sure dog waste was policed by all and that unruly dogs would not be tolerated. This idea will be revisited again at the next committee meeting on July 30th.

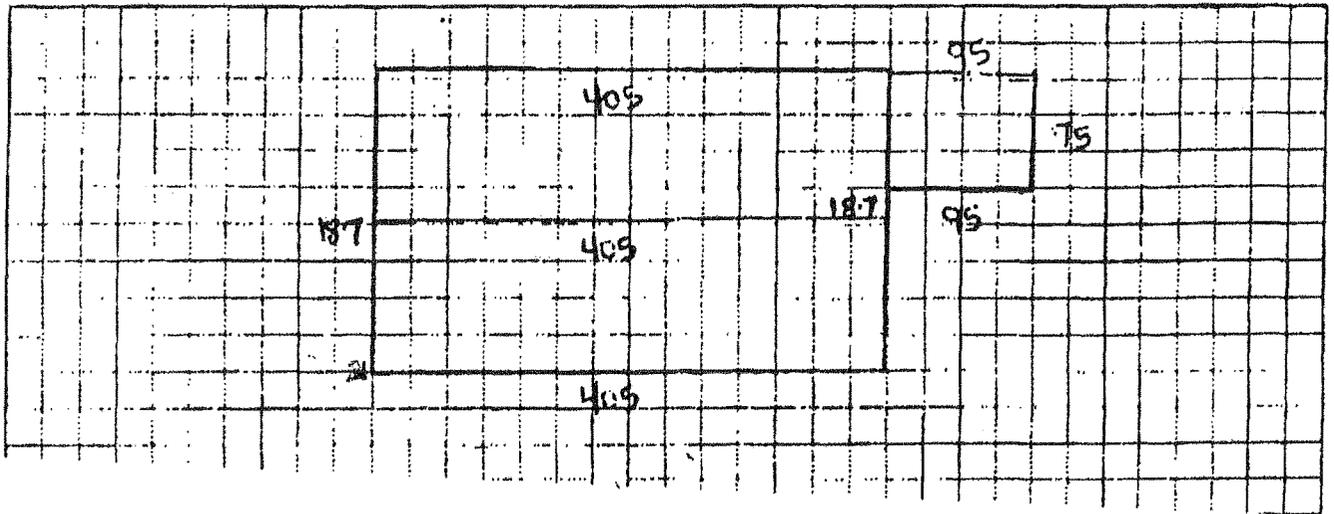
The committee has also enclosed a Q&A form from Washtenaw County which can also assist in any other questions that might be asked. Enclosed also is an off-lease play area waiver and release. Again these are only to be used as guidelines.

MEASUREMENTS OF THE PARK

Skate Board Park

N. Courts

Parking Lot



Entrance Drive to munson



Parks & Recreation
CITY OF ANN ARBOR

Ann Arbor Parks and Recreation

Washtenaw County Parks and Recreation Commission



DOG PARK FREQUENTLY ASKED QUESTIONS

Q. What is a dog park? *A. A dog park is a location set aside for dogs and their owners to exercise and play off-leash in a controlled (i.e., fenced) environment.*

Q. What are the hours of the dog parks in Ann Arbor? *A. Park hours are down to dusk (subject to closures for required maintenance operations). Under no circumstances are you permitted in the park before 6 a.m. and after 10 p.m.*

Q. If I observe a problem at the park, what should I do?

- *For maintenance at Swift Run Dog Park, please call: 734.971.6337 x316*
- *For maintenance at Olson Park, please call: 734.994.2768*
- *For disruptive animals, dogs lacking the proper tags, etc. please call 734.794.6230.*
- *For customer service : 734.794.6230.*
- *For an emergency, please call 911.*

Q. Can I bring more than one dog to these parks? *A. No more than two dogs are permitted, per handler, at one time. Professional dog trainers are not permitted to conduct training onsite.*

Q. In addition to the new dog park tag my pet will need to display, what else should I have? *A. Dog owners must have their dog licensed with the City, County or other municipal jurisdiction to apply for an off-leash dog permit. Current dog licenses must be displayed.*

Q. Am I responsible for cleaning up after my dog? *A. Yes. A receptacle for waste will be located on site; however, we will not be providing bags or scoops. A box will also be provided for dog owners to donate bags for other park users.*

Q. What should I bring with me to the park? *A. Please remember to have your dog(s) license and permit tags visible at all times and that they are current. Also, water and bags.*

Q. Will the dog parks be policed or monitored by the Parks and Recreation Services Unit? *A. There will not be a park staff person stationed at the dog parks, however, police will monitor the areas periodically. Additionally, volunteers in the community are organizing a group to monitor the parks during peak hours.*

Q. When does my dog have to be on a leash at the park? *A. Until you and your dog enter the fenced dog play area, your dog(s) has to be leashed.*

Q. Why is there a fee for the dog park and what will the monies be used for? *A. An annual off-leash dog permit will be required for access to the designated off-leash dog play areas. The permitting requirement will enable the City to provide safe environments in off-leash dog play areas for users and their pets.*

Q. If my pet is a service dog, do I need to purchase a dog park permit in Ann Arbor? *A. The fee for the permit will be waived, however, you will still be required to fill out the appropriate paperwork for an application and have the tag displayed.*

Q. Who should I contact for information about volunteer opportunities in the dog parks? *A. Canine Social Club, www.caninesocial-club.net*

Q. Do I need to be a resident of Ann Arbor to obtain a dog park permit? *A. No, anyone can use the dog parks once their pet meets the requirements to obtain a permit.*

**Scholarships are available. For additional information please contact: 734.794.6230.*



City of Ann Arbor/Washtenaw County Dog Park and Off-Leash Play Area Waiver and Release



Please read this form carefully and be aware that in consideration for permission to use these facilities, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you or your dog might sustain as a result of participating in any and all activities connected with and associated with use of these facilities and the surrounding areas.

I hereby acknowledge that I have voluntarily applied to participate and use with my dog(s) dog parks and off-leash play areas ("Parks") owned and operated either separately or jointly by the City of Ann Arbor and Washtenaw County in conjunction with its Parks & Recreation Department. I understand that the act of unleashing my dog and being physically present within the Parks necessarily involves risks of injury to me, persons that accompany me, other people using the Parks, my dog(s), and other dogs. I understand that the aforementioned risks are entirely my responsibility and I expressly assume that responsibility knowingly and voluntarily. When this Waiver and Release refers to "my dog", it includes me whether or not I am the legal owner of the dog, since I am the person responsible for the dog while using the Parks.

I understand that the permit/license system is not established to guarantee that dogs in the Parks are safe or healthy. I also understand that dog activities are intended to provide a fun and rewarding experience for a dog and its owner/handler. However, despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury, including death, to the dog, its owner/handler or other persons or animals. I further understand that dogs, irrespective of their training and usual past behavior or characteristics, may act or react unpredictably at times based upon instinct or circumstances, and that not all hazards and dangers associated with dog activities can be foreseen. I agree to assume the risk of any injury to me, any individuals (including children) that accompany me in the Parks, and my dog(s). I understand that this risk may result from fierce, aggressive, vicious, and dangerous dogs which may be present in the Parks.

I further understand and assume the risk that not all dogs in the Parks may have been vaccinated for distemper, parvo, or rabies, all of which could result in injury to me, any individuals (including children) accompanying me, and my dog(s). I also understand that there are certain inherent risks including the propensity of a dog to behave in dangerous ways. Additional risks include, but are not limited to: the inexperience or irresponsibility of a dog owner/handler, the inability to predict a dog's reaction to sound, movement, objects, persons or other animals, dog fights, dog bites, and injuries to humans and other dogs; dog theft or unlawful capture; dog escape over or under fences; plants in the area that may be poisonous to dogs or people; mosquitoes, ticks, chiggers, fleas, or other insects may be present; and wild animals such as skunks, raccoons, opossums, or stray dogs that could be present in the Parks, all of which might injure or infect my dog(s), as well as slip and falls, premises defects, equipment failure, failure in instruction/supervision, as well as all other circumstances inherent to dog and/or outdoor activities. I knowingly and voluntarily accept responsibility for all of these risks in exchange for the privilege of using the Parks.

It is my understanding that no agents or employees of the City of Ann Arbor or Washtenaw County will supervise the Parks at any time and I therefore expressly assume responsibility for all risks associated with the Parks as well as fixtures and equipment that may be located there in an unsupervised manner.

By signing this Waiver and Release and using the Parks, I fully release and discharge the City of Ann Arbor, its Parks & Recreation Services Unit, Washtenaw County, and its Parks & Recreation Department, and their employees and agents as well as any private citizen volunteers serving as Parks stewards which have been sanctioned by either

the City or the County from any claims, demands, damages, rights of action, present or future, known or unknown, anticipated or unanticipated, resulting from, or arising out of, my use or intended use of the Parks. I fully and forever release and discharge the City of Ann Arbor, its Parks & Recreation Services Unit, Washtenaw County, its Parks & Recreation Department, and their employees and agents, as well as any sanctioned volunteers from any and all negligent acts or omissions with regard to the Parks and intend to be legally bound by this Release. I assume sole responsibility for, and agree to indemnify and save harmless the City of Ann Arbor, its Parks & Recreation Services Unit, Washtenaw County, its Parks & Recreation Department, and all of the employees, agents and volunteers of each for any damages from bodily injury, death, or damage or loss to property including legal and expert witness fees caused by the previously described parties.

I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND UNDERSTAND ITS CONTENTS. I HAVE ALSO RECEIVED A COPY OF THE DOG PARK AND OFF-LEASH PLAY AREA RULES AND REGULATIONS AND AGREE BY AFFIXING MY SIGNATURE BELOW TO COMPLY WITH THOSE RULES AND REGULATIONS AND TO INFORM OTHERS THAT I MAY BRING TO THESE PARKS (INCLUDING CHILDREN) OF THESE RULES AND WILL ENSURE THEIR COMPLIANCE WHILE USING THE PARKS. MY SIGNATURE CONFIRMS THAT I AM ALSO NOT AWARE OF ANY INCIDENTS IN WHICH MY DOG HAS SHOWN AGGRESSIVE, FIGHTING, OR BITING BEHAVIOR TOWARDS OTHER ANIMALS OR PEOPLE.

Dog Owner

Signature: _____

Date: _____

Print Name: _____

Additional Handler

Signature: _____

Date: _____

Print Name: _____

If Dog Owner, or Handler is under age 18, the name and signature of a parent or legal guardian is required:

Parents Signature _____

Date _____

Parents Name _____

Memo

To: Mayor Robert Clark, City Manager George Brown, Members of City Council

From: Loretta LaPointe, Interim Recreation Superintendent

CC: Jeffrey Green, Int. Director Planning/Recreation

Date: July 12, 2010

Re: Proposed Dog Park Review

Establishing a Dog Run is keeping in line with the Recreation Systems Plan of 2007-2012. In a survey of the City of Monroe, 54% of respondents felt it was essential or somewhat important to have a park specifically for walking dogs/pets.

Of the goals and objectives listed in the Recreation Systems Plan, Goal 2 is to "Maximize the use and distribution of existing and future facilities." The Dog Run would be in line with that goal.

The proposed site fits in well with future plans since it is using an area of the park that is not usable for another purpose. It is safe, accessible, and will add an amenity without jeopardizing future plans at Munson Park.

The Recreation Department has developed programming for dog owners since 2009. Many residents own dogs and this will encourage dog owners to participate in activities as well.

Having volunteers to propose, install, and fund any amenity in our parks should be encouraged and assisted by the City of Monroe. As we strive to keep Monroe active and growing, these opportunities to partner with citizens willing to donate time and funds are of utmost importance. Those willing to attempt these endeavors will probably not know the proper procedures and will need direction to accomplish their goals. Rules may need to be tweaked as we find out what the needs are to keep the Dog Run operating smoothly and safely. The Recreation Department desires to be of any help to assist these groups.

1. Areas of Anticipated Short and Long Term Capital:

- a. Fencing and installation: Done by the Dog Run Committee
- b. Signage and signage replacement: Provided by the Dog Run Committee

- c. Purchasing fobs or cards for entry: Provided by the Dog Run Committee.
- d. Any amenity within the dog park: Provided by the Dog Run Committee.

2. Maintenance Resource Needs:

- a. Mowing: Regular mowing done by DPS contract. If the Dog Run Board of Directors feels weed whacking is necessary, they should provide volunteers to do that.
- b. Receptacle for dog waste: Should be provided by DPS.
- c. Fence repair: Would be the responsibility of the Dog Run Committee.
- d. Registration of dogs: If the path of registering dogs is chosen, owners could register their dogs at the Recreation Department. If fobs or pass keys/cards are needed, that cost should be funded by the Dog Run committee. Registration records would be passed on to the Dog Run Board of Directors as well. Registration would have to be done in person so that staff could see the necessary paperwork. Complaints about owners can funnel through the Recreation Department to be passed along. A small percentage of the registration fee could be charged by the city for handling and coordinating paperwork.

3. Ordinance Compliance: Dog owners would be responsible to clean up after their own dog according to the ordinance. Dog owners should bring their own bags. If any dog owner neglects this responsibility, their ability to use the park should be denied. Park users should sign a waiver, such as the sample Ann Arbor waiver provided in the packet.

Policy and procedure should be in place before the park opens. Any breach of park rules should have the consequences outlined ahead of time by the Dog Run committee. Any breach of procedure would result in the offending owners appealing to the Dog Run Board of Directors; not the City of Monroe. Any recurring problems not addressed by the Dog Run Board of Directors could result in the Dog Park being closed until resolution is reached to provide a safe environment for users. Enforcing all rules is the responsibility of the Dog Park Board.

Signs at the park will give park users the specific number to call for emergencies, and to register complaints. A website or email set up by the Dog Park Board might be a good idea. Any complaints received here can be emailed right to them.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Confirmation of regular Appointment of Chief of Police

DISCUSSION: With the retirement of former Police Chief John Michrina, we are required to proceed with process of identifying and selecting a successor to fill the position. The process for selecting candidates to be employed and promoted within the City of Monroe Police Department is prescribed by the City Charter, "Police Civil Service", Sections C-325 – 350. In consideration of the extremely challenging conditions that the City Council and staff have been dealing with, it was determined that the stability and continuity in management and leadership within the Police Department was critical at this time.

Normally the Monroe Civil Service Commission is charged with the responsibility to determine the eligibility of candidates for entry and promotion and to provide for the examination and inspection as to merit, efficiency, and fitness for appointment, employment and promotion. However, both Michigan statutory and case-law have established the precedence that collective bargaining agreements can trump or over-ride civil service enabling provisions. As such both Police bargaining units have, through the collective bargaining process, agreed to waive the competitive civil service process, on a one times basis, if Acting Police Chief Tom Moore is chosen and accepts the regular appointment as Chief of Police for the City of Monroe.

As you know, Acting Chief Moore has proven to be a very competent manager and leader during the period of time since his appointment as Acting Chief. On short notice, with very limited time to prepare, he was assigned the task of developing a budget that would provide for significant reduction in expenses, while maintaining most critical services. Working and communicating closely with his command and patrol staff, and their union leadership, he has been instrumental in helping all parties institute a significant initiative for a transition to a twelve hour shift schedule, which should help retain and restore some police services and initiatives, while also controlling costs. Throughout this time, he has also displayed an ability to be objective and straightforward, earning the confidence and trust of the Mayor, Council, management and the staff he leads. In a screening process conducted by Human Resources Director Peggy Howard and me, we have reviewed Acting Chief Moore's credentials, conducted a formal interview and discussed his input on some key goals and objectives for the Police Department.

Considering all of the above, I am proposing the regular appointment of Acting Chief Tom Moore to be the Chief of Police of the Monroe Police Department. I am respectfully requesting and recommending that the Mayor and Council confirm that appointment, effective immediately.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: City Manager

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Police Department, crime prevention and law enforcement City-wide

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
	Position budgeted for in 2008-2009 General Fund, Fire Department budget		\$ N/A
			\$ N/A
	<u>Other Funds</u>		\$ N/A
			\$ N/A
			\$ N/A
			\$ N/A

Budget Approval: _____

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

DATE: July 15, 2008

REVIEWED BY: N/A

DATE:

COUNCIL MEETING DATE: July 19, 2008