
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) 384-9138. The City of Monroe website address is www.monroemi.gov.

AGENDA - CITY COUNCIL REGULAR MEETING

TUESDAY, JULY 5, 2011

7:30 P.M.

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

V. PUBLIC HEARINGS.

120 Public hearing to hear public comments on proposed Ordinance No. 11-007, an Ordinance to adopt the 2009 Edition of the International Property Maintenance Code. There are no comments on file in the Clerk-Treasurer's Office.

VI. COUNCIL ACTION.

120 Proposed Ordinance No. 11-007, an Ordinance to adopt the 2009 Edition of the International Property Maintenance Code, up for its final reading.

VII. 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 Monday, June 20, 2011 and the minutes of the Regular Meeting held on Monday, June 20, 2011.

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

133 Water Department Neptune Radio Reading Device and Meter Purchase.

1. Communication from the Director of Water & Wastewater Utilities, submitting a request to purchase five hundred (500) Neptune R900 Wall Unit Radio Reading Devices, two hundred fifty (250) Neptune R900 Pit Unit Radio Reading Devices, one thousand (1000) 5/8"x3/4" Neptune E-Coder I Inside Water Meters, one hundred fifty (150) 5/8"x5/8" Straight Neptune E-Coder I Inside Water Meters, two hundred (200) 5/8"x3/4" Neptune E-Coder I Pit Water Meters, twenty-five (25) 1-1/2" Neptune E-Coder I Inside Water Meters, and ten (10) 2" Neptune E-Coder I Inside Water Meters, and recommending that several purchase orders be issued to Michigan Meter, Inc out of Madison Heights, MI based on the available

- space within our facilities totaling \$330,200.00 to provide the Water Department Neptune radio reading devices and meters.
2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.
- 134 Traffic Committee Meeting.
1. Communication from the Director of Engineering & Public Services, submitting the minutes of the Traffic Committee meeting held on June 22, 2011, and recommending that Council accept and place on file the minutes from the June 22, 2011 Mayor's Traffic Committee meeting, and approve Traffic Control Orders 119-002 and 193-002, and further recommending that a public hearing be held at the July 18, 2011 City Council meeting on the potential closure of the Franklin Street railroad crossing at Kentucky Avenue.
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.
- 135 Water Department East Pump Room House Valve & Pipe Replacement Bids.
1. Communication from the Director of Water & Wastewater Utilities, reporting back on bids received for the Water Treatment Plant East Pump Room House Valve and Pipe Replacement project, and recommending that a purchase order in the amount of \$26,134.00 and a total amount of \$28,750.00 be encumbered to include a 10% contingency, be awarded to Erie Welding & Mechanical, Inc out of Erie, MI for the Water Treatment Plant East Pump Room House Valve and Pipe Replacement project as part of a budgeted fiscal year 2010-2011 Capital Improvement Program project in accordance with the bid specifications.
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.
- 136 Wastewater Department North Monroe #1 & Stony Pointe #3 Sanitary Sewer Pump Station Electrical Service & Rehabilitation Bids.
1. Communication from the Director of Water & Wastewater Utilities, reporting back on bids received for the North Monroe #1 & Stony Pointe #3 Sanitary Sewer Pump Station Electrical Service & Rehabilitation project, and recommending that a purchase order be awarded to Monroe Plumbing & Heating Company out of Monroe, MI in the amount of \$218,500.00 and that a total of \$240,350.00 be encumbered to include a 10% contingency for the North Monroe #1 & Stony Pointe #3 Sanitary Sewer Pump Station Electrical Service & Rehabilitation project in accordance with the bid specifications..
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.
- 137 Installation of New Public Sanitary Sewer – South Roessler Street from West Seventh Street to the City Line – 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 sanitary sewer to service the properties located on South Roessler from West Seventh Street to the City line, and recommending that the attached Resolution No. 1 be adopted, which directs the Engineering Department to prepare plans, specifications, and cost estimates for this project.
 2. Supporting documents.
 3. Accept, place on file and the resolution be adopted.

138 Appointments.

1. Communication from the Mayor's Office, submitting a proposed resolution for appointments to various boards, commissions and committees, and recommending that the resolution be adopted.
2. Supporting documents.
3. Accept, place on file and the resolution be adopted.

139 Detroit Edison Lighting Agreement – Lauer-Finzel Parking Lot.

1. Communication from the Director of Engineering & Public Services submitting an agreement with the Detroit Edison Company for installation and maintenance of lighting for the Lauer-Finzel Parking Lot, and recommending that the attached agreement with the Detroit Edison Company be approved, and that the Director or Engineering & Public Services be authorized to executed it on behalf of the City once the DDA Board has approved as well.
2. Supporting documents.
3. 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. ADJOURNMENT.



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 2011-2012, the Water Department requests to purchase from Michigan Meter, Inc out of Madison Heights, MI the following:

ITEM	UNIT PRICE	UNITS	COST
Neptune R900 Wall Unit Radio Reading Devices	\$86.00 EACH	500	\$43,000.00
Neptune R900 Pit Unit Radio Reading Devices	\$106.00 EACH	250	\$26,500.00
5/8"x3/4" Neptune E-Coder I Inside Water Meters	\$175.00 EACH	1000	\$175,000.00
5/8"x5/8" Straight Neptune E-Coder I Inside Water Meters	\$175.00 EACH	150	\$26,250.00
5/8"x3/4" Neptune E-Coder I Pit Water Meters	\$210.00 EACH	200	\$42,000.00
1-1/2" Neptune E-Coder I Inside Water Meters	\$454.00 EACH	25	\$11,350.00
2" Neptune E-Coder I Inside Water Meters	\$610.00 EACH	10	\$6,100.00
		TOTAL	\$330,200.00

Attached are a quote from Michigan Meter, Inc for the purchase and a letter from Neptune Technology Group, Inc indicating Michigan Meter, Inc as being the sole authorized distributor and factory trained service provider for Neptune Water Meter Products in the State of Michigan. The quoted price from Michigan Meter, Inc and letter from Neptune Technology Group are current. The Water Department requests that 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 \$330,200.00 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 the Water Meter Conversion Program.

IT IS RECOMMENDED that several purchase orders be issued to Michigan Meter, Inc out of Madison Heights, MI based on the available space within our facilities totaling \$330,200.00 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 the 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	\$ 367,500.00
	Cost of This Project Approval	\$ 330,200.00
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	Repair & Main Supplies	59140540 775000	\$ 330,200.00
	<u>Other Funds</u>		

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** June 24, 2011

REVIEWED BY: _____ **DATE:** _____

COUNCIL MEETING DATE: July 5, 2011



NEPTUNE Take Control.

July 1, 2011

Kevin Armstrong
City of Monroe, MI

Dear Mr. Armstrong;

Michigan Meter 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 Michigan Meter 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, Michigan Meter 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.

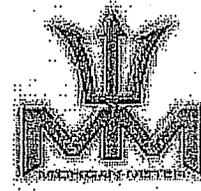
Thank you for your interest in Neptune. If you have any questions or need more information, please contact me at your convenience.

Sincerely,

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



Quote



Michigan Meter
 799 E Whitcomb Ave
 Madison Heights, MI 48071
 248-585-3700

Customer: City of Monroe

Date: 21-Mar-11

Attention Kevin Armstrong

Salesman: Jim Taylor

Sent Via Fax: _____

RE: Updated Small-Meter \$\$\$

E-Mail: _____

Quantity	Description	Unit price	Ext. Price
	5/8 T-10 with Ecoder R-900 I <i>E STRAIGHT</i>	\$175.00	←
	5/8 T-10 with Ecoder R-900 I <i>+ 6 ANTENNA</i>	\$210.00	← (\$175.00 + \$35.00)
3/4	Same	\$216.00	
1 in.	Same	\$278.00	
1.5	Same	\$454.00	←
2	Same	\$610.00	←
	Add -on Pit Set (snub antennae),	\$20.00	
	Add-on Pit Set (6 ft. antennae),	\$35.00	←
	R-900 Wall Units	\$86.00	←
	R-900 Pit Units	\$106.00	←
**** Above \$\$\$ Starts April 1, 2011 ****			

Now accepting Visa, MC & American Express
 All quotes are valid for 30 days unless specified otherwise
 All first time orders are C.O.D.
 Customer is responsible for shipping charges
 All Sales Are Final - 24% Restocking Fee



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Traffic Committee Minutes of June 22, 2011 meeting and Traffic Control Orders 119-002 and 193-002

DISCUSSION: The Mayor's Traffic Committee meeting was held on June 22, 2011, and the minutes are attached for your review and approval. There are two (2) traffic control orders for approval at this time as a result of the meeting, and one additional item that requires further action before implementation. Traffic Control Order 119-002 now prohibits parking on the west side of Michigan Avenue between Birwood Avenue and Greenwood Avenue. This was the result of a citizen request, and was followed by a survey of resident preferences. If approved, this block would now match the remainder of the street to the south. Traffic Control Order 193-002 provides for the marking and signing of a pedestrian crosswalk to connect two ADA-compliant ramps on West Third Street approximately 70 feet east of Union Street. These ramps were constructed as a part of the minor intersection modifications of Front / Third / Union following demolition of two buildings in 2005, and were designed to prevent pedestrians from crossing at the intersection island used to channelize traffic from westbound Third Street.

The issue of greatest importance that was discussed at the meeting was the potential permanent closure of the Norfolk Southern railroad crossing at Franklin Street, adjacent to Kentucky Avenue. As a result of a Diagnostic Study Team Review in 2008, the Michigan Department of Transportation (MDOT) ordered the installation of flashing lights and gates at the crossing, and design has been underway. However, due to multiple complications at this crossing, including the inability to properly signalize eastbound traffic due to its proximity to Kentucky Avenue, MDOT and the City began considering making Franklin Street one-way westbound, or closing the crossing entirely. Per the attached letter from Nikkie Johnson with MDOT, the City is eligible for \$150,000 in incentive funds if we voluntarily close this crossing to vehicular traffic, in addition to up to \$7,500 in matching funds from Norfolk Southern Railroad. Per the attached letter from Derrick Mason from Norfolk Southern, they will also offer \$10,000, bringing the total available funding to \$167,500 that would be available to the City. These funds would be funneled into the Major or Local Street Fund, and while they should be used first for any work associated with effectuating the crossing closure and mitigation of any adverse effects of this, surplus funds can be used for any eligible purpose under Public Act 51 of 1951 at any time in the future.

The single largest effect of closing of this crossing appears to be the restrictions it would impose on Jim's Towing, as it may be difficult for them to circulate certain types of vehicles if Franklin Street became a dead end on its current alignment. In addition to Jim's Towing, there is one residence on this block, as well as a church that appears to no longer be in use. Neither of these appear to have any circulation issues that would be affected by the closure, and ready access is still available via Winchester Street. Based on discussion between the Traffic Committee and the owner of Jim's Towing, it appears that if the City were able to construct a cul-de-sac within the 66-foot right-of-way we currently have, and construct a new driveway approach for his property to access East First Street, he would be able to circulate in and out of his site adequately. The City may also consider the purchase of additional property on the north side of Franklin Street to construct a larger "T" turnaround or even to connect the dead end of Humphrey Street with Franklin Street for even further improvement. While the Engineering Department has not begun design activities yet for this location, it appears that meeting the needs to Jim's Towing will indeed be possible even without purchase of additional property, so at this point we are recommending that the City proceed with the approval steps to close the Franklin Street crossing. In order to ensure that all interested parties have the opportunity to voice their concerns about this potential closing, a public hearing should be held and all affected property owners should be notified. If the subsequent decision is made to move forward, both a resolution and contract with MDOT must both be approved before the closure process can begin.

IT IS RECOMMENDED that the City Council accept and place on file the minutes from the June 22, 2011 Mayor's Traffic Committee meeting, and approve Traffic Control Orders 119-002 and 193-002. **IT IS FURTHER RECOMMENDED** that a public hearing be held at the July 18, 2011 City Council meeting on the potential closure of the Franklin Street railroad crossing at Kentucky Avenue.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE:

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Engineering Department, Department of Public Services, Police Department, traveling public, adjacent residents

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	\$167,500*

*\$150,000 cash incentive available from Michigan Department of Transportation (MDOT), plus up to \$7,500 in matching funds from railroad, and \$10,000 cash incentive from Norfolk Southern Railroad (NS). It is believed that the \$157,500 from MDOT would be deposited into the City's Major and / or Local Street Funds, whereas the NS funds could be used for any purpose. Proceeds would be used first at this location for physical improvements needed to accommodate the affected property owners.

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

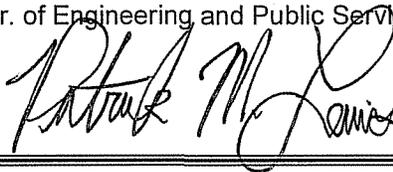
Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Dir. of Engineering and Public Services **DATE:** 06/24/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: July 5, 2011



CITY OF MONROE
MAYOR'S TRAFFIC COMMITTEE MINUTES
June 22, 2011

Meeting was called to order by Mayor Clark on Wednesday, June 22, 2011 at 5:00 P.M. in the City Council Chambers.

Members Present: Mayor Clark, Councilman Beneteau, Councilman Hensley, Lt. Greg Morgel, Dennis Polczynski, Michael Miletti, Anthony Webb

Members Excused: James Crammond, Scott Davidson

Clerk / Staff: Patrick Lewis, Director of Engineering and Public Services

Citizens Commenting: Melissa Wilt-Windels, 1241 Michigan Avenue
Tim Peck, Jim's Towing

1. Report back from the Engineering Department on the parking surveys of Michigan Avenue between Birwood Avenue and Greenwood Avenue.

Motion: It was moved by Councilman Beneteau and supported by Michael Miletti to prohibit parking on the west side of the street.

Action: The motion passed unanimously (7-0).

2. Request from the Erie Bread Company at 311 South Monroe Street to replace the 2-hour parking on South Monroe Street with no limit parking.

Motion: It was moved by Councilman Hensley and supported by Anthony Webb to leave the 2-hour regulations in place.

Action: The motion passed unanimously (7-0).

3. Request from the Michigan Department of Transportation (MDOT) Rail Safety Section to make Franklin Street one-way westbound at the railroad crossing east of Kentucky Avenue or to close the crossing entirely.

Motion: It was moved by Councilman Beneteau and supported by Michael Miletti to recommend that the City Council close this crossing to traffic with the appropriate accommodations for the adjacent property owners.

Action: The motion passed unanimously (7-0).

4. Request from Councilman Hensley to mark a crosswalk crossing Third Street just east of Union Street.

Motion: It was moved by Councilman Hensley and supported by Michael Milette to grant the request.

Action: The motion passed unanimously (7-0).

5. Motion: It was moved by Councilman Beneteau and supported by Anthony Webb to adjourn the meeting.

Action: The motion passed unanimously and the meeting was adjourned at 5:32 P.M.



CITY OF MONROE
TRAFFIC CONTROL ORDER

ORDER NO. 119-002

EFFECTIVE DATE: July 2011

When official traffic control signs conforming to the mandate of this order shall have been erected.

The following regulations shall apply to Michigan Avenue:

Parking

1. "No Parking" from East Elm Avenue to ~~Birwood Avenue~~ **Greenwood Avenue**, west side,
2. "No Parking" from a location 115 feet north of East Elm Avenue to a location 260 feet north of East Elm Avenue, east side.
3. Permitted parking, with no time limitations, in all other areas, both sides.

Intersection Control

4. Michigan Avenue shall STOP at East Elm Avenue.
5. Michigan Avenue shall STOP at East Noble Avenue.

The following Traffic Control Orders shall hereby be rescinded: 119-001

City Traffic Engineer

City Clerk-Treasurer

Date

Date



CITY OF MONROE
TRAFFIC CONTROL ORDER

ORDER NO. 193-002

EFFECTIVE DATE: July 2011

When official traffic control signs conforming to the mandate of this order shall have been erected.

The following regulations shall apply to West Third Street:

Parking

1. Permitted parking, with no time limitations, from Union Street to Harrison Street, both sides.
2. Residential Parking District, with enforcement times of 7:00 A.M. to 6:00 P.M., Monday through Friday, from Harrison Street to the alley west of South Monroe Street, both sides.
3. "No Parking" from the alley west of South Monroe Street easterly to South Monroe Street, both sides.

Intersection Control

4. Traffic signals with pedestrian signals shall be placed at the intersection of West Third Street and South Monroe Street.
5. West Third Street shall STOP at West Front Street.
6. "No Left Turn" at Union Street.
7. **A mid-block crosswalk shall be installed approximately 70 feet east of Union Street.**

Roadway Geometry

- ~~7.~~ 8. A special "Left Turn Only" lane shall be provided at South Monroe Street.

The following Traffic Control Orders shall hereby be rescinded: 193-001

City Traffic Engineer

City Clerk-Treasurer

Date

Date



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

KIRK T. STEUDLE
DIRECTOR

June 10, 2011

Patrick Lewis
Director of Engineering & Public Services
City of Monroe
120 East First Street
Monroe, Michigan 48161

Dear Mr. Lewis:

Proposed highway-railroad grade crossing closure at Franklin Street

The Michigan Department of Transportation (MDOT) would like to offer the City of Monroe support for the potential Franklin Street railroad crossing closure. As you know, the closure was originally proposed for the city's consideration as a result of the Diagnostic Study Team Review held in 2008. Since the city decided not to pursue a closure at that time, the Team agreed to the addition of flashing-light signals and half-roadway gates. However, since the warning devices cannot be installed as originally planned due to the crossing configuration, it is my understanding the city is willing to reconsider the closure.

MDOT's Local Grade Crossing Program supports efforts to improve safety by providing cash incentives to road authorities that undertake crossing closure projects. These funds are offered to assist local efforts to improve safety at highway-railroad grade crossings by permanently closing roads at railroad tracks. Funds are directed to road authorities' Act 51 accounts to use towards the cost of closure treatments, with any remaining balances available for other transportation purposes. The amounts available are determined on a case-by-case basis, according to the characteristics of the crossings.

For the Franklin Street closure, the city would qualify for \$150,000 through the Program. An additional 25 percent would be available for the crossing closure if included as part of a multiple closure project in your jurisdiction. The Program would also match up to \$7500 of any monetary incentive provided by the railroad and used for transportation safety.

More information regarding MDOT's closure effort is attached. Please let me know if there is any additional information you need for your consideration; I can be reached at (517) 335-0939. I would be happy to work with you on railroad crossing safety.

Sincerely,

Nikkie Johnson, Analyst
Local Grade Crossing Program

GRADE CROSSING CLOSURE

With over 200,000 public and private crossings across the country, closing grade crossings is a priority of the United States Department of Transportation (USDOT). The closure process is frequently referred to as crossing consolidation, as traffic from the closed crossing is effectively being rerouted and consolidated at other area crossings. Closure projects enhance public safety while supporting the important role the rail system plays in the nation's economy.

State law allows MDOT to provide cash incentives to local road authorities for permanently closing roads at railroad tracks. Incentives are directed to a road authority's Act 51 account and may be used towards the cost of closure and/or any transportation purpose within the same jurisdiction. In addition, federal and railroad incentive payments also may be available.

MDOT's Local Grade Crossing Program works with local road agencies throughout the state to identify grade crossings on local roads that may be good candidates for closure. Residents typically participate in the process through public hearings conducted by the local government. MDOT representatives can attend meetings, as requested, to make presentations and/or answer questions. However, closure decisions are made at the local level.

The community benefits related to a closed crossing can include reduced traffic speed and volume, reduced maintenance costs, and reduced noise levels because the trains no longer need to blast their horns at a closed crossing. Of course, the most important benefit of a closed crossing is the enhancement to public safety.

Approximately one-half of Michigan's 5000 crossings are equipped with automatic warning devices. However, unfortunately, more than 50 percent of all vehicle/train crashes occur at crossings with operating flashing-light signals or flashing-light signals and gates. And with vehicle/train crashes 30 times more likely to result in a fatality than vehicle/vehicle collisions, grade crossing closure is an important part of the Program's annual safety improvement plan.

Please contact Nikkie Johnson at (517) 335-0939 for more information.



Norfolk Southern Grade Crossing Safety
1200 Peachtree St – Box 36
Atlanta, GA 30309
Derrick Mason, MGR Xing Safety

PH: 404/582-4350
FAX: 540/855-6477
Cell: 540/520-2972
E: derrick.mason@nscorp.com

June 17, 2011

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

SUBJECT –Franklin Street DOT 511 678H – Redundant Highway/Rail Grade Crossing

Dear Mr. Lewis:

Safety has always been a top priority at Norfolk Southern. Furthermore, we support the Federal Rail Administration's goal of consolidating 25% of the nation's public at-grade crossings. The FRA recommends no more than one grade crossing per quarter mile and all railroads in the country have been tasked with the elimination of redundant crossings. Norfolk Southern has a program with incentive offers to assist us and your community with this consolidation process. This program exists because Norfolk Southern wants to prevent grade crossing collisions with trains, which can result in injury or death.

I am contacting you from the Norfolk Southern Grade Crossing Group regarding Franklin Street, DOT 511 678H, railroad milepost DR 35.34. This crossing is situated in close proximity to other highway/rail grade crossings. Norfolk Southern is asking the City of Monroe to consider closing this crossing and in exchange Norfolk Southern will make an incentive payment of \$10,000 to the City of Luna Pier.

I look forward to working with you and your city on this important safety project. If you have any questions regarding this proposal, please give me a call at 540-520-2973

Sincerely,

A handwritten signature in black ink that reads "Derrick A. Mason".

Derrick A. Mason
Norfolk Southern
Manager, Grade Crossing Safety



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REPORT BACK ON BIDS RECEIVED FOR EAST PUMP ROOM HOUSE VALVE & PIPE REPLACEMENT PROJECT – WATER DEPARTMENT

DISCUSSION: Five (5) bids were received and opened on June 20, 2011 for the Water Treatment Plant East Pump Room House Valve and Pipe Replacement project as part of a budgeted fiscal year 2010-2011 Capital Improvement Program project. The low bidder meeting all bid specifications is from Erie Welding & Mechanical, Inc out of Erie, MI for \$26,134.00. Attached is bid tabulation for reference.

The project includes removal and replacement of inoperable valves and piping on the suction and discharge headers of the East Pump Room at the Water Treatment Plant. The Water Department will be supplying the replacement valves, piping and appurtenances. The replacement materials were awarded on September 20, 2010 to HD Supply Waterworks out of Canton, MI which have been received. Preliminary valve operations have been completed along with other plant projects so as to complete this project. Erie Welding & Mechanical has performed similar Water Plant projects in the past and are certainly capable of completing this project as well, we are confident they will perform on this project. Adequate funding is provided to complete the project.

IT IS RECOMMENDED that a purchase order in the amount of \$26,134.00 and a total amount of \$28,750.00 be encumbered to include a 10% contingency, be awarded to Erie Welding & Mechanical, Inc out of Erie, MI for the Water Treatment Plant East Pump Room House Valve and Pipe Replacement project as part of a budgeted fiscal year 2010-2011 Capital Improvement Program project in accordance with the bid specifications.

CITY MANAGER RECOMMENDATION:

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

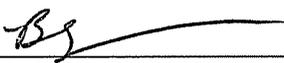
APPROVAL DEADLINE: July 20, 2011

REASON FOR DEADLINE: Bid is good for thirty (30) days.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:


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

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Water Department

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 71,000.00
Cost of This Project Approval	\$ 28,750.00
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

<u>City</u>	<u>Account Number</u>	<u>Amount</u>
Operating Equipment	591-40.537-977.000 11W04	\$ 28,750.00
<u>Other Funds</u>		

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** June 27, 2011

REVIEWED BY: _____ **DATE:** _____

COUNCIL MEETING DATE: July 5, 2011

**BIDS RECEIVED LIST FOR EAST PUMP ROOM HOUSE VALVE &
PIPE REPLACEMENT FOR THE WATER DEPARTMENT. BID
REQUESTS MAILED 06/03/11. BIDS DUE MONDAY, JUNE 20,
2011.**

	<u>BID AMOUNT</u>
PROCESS PIPING & EQUIPMENT INC PO BOX 486 MILFORD MI 48381	\$62,800.00 (BID BOND)
HANK'S PLBMG, HTG & COOLING CO 2000 THE BLUFFS TOLEDO OH 43615	NO BID
AZ SHMINA INC 11711 GRAND RIVER BRIGHTON MI 48116	NO BID
ERIE WELDING & MECHANICAL 9776 DIXIE HWY ERIE MI 48133	\$26,134.00 (BID BOND) ←
KENNEDY INDUSTRIES INC PO BOX 809 MILFORD MI 48381	NO BID
MONROE PLUMBING & HEATING 506 COOPER ST MONROE MI 48161	\$37,882.00 (BID BOND)
SIEB PLUMBING & HEATING 117 W FIRST ST MONROE MI 48161	NO BID
PIPE SYSTEMS INC 199 KAY INDUSTRIAL DR LAKE ORION MI 48359	\$49,000.00 (BID BOND)
MID-AMERICAN GROUP 8475 PORT SUNLIGHT RD NEWPORT MI 48166	\$70,175.00 (CHECK)



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REPORT BACK ON BIDS RECEIVED FOR NORTH MONROE #1 & STONY POINTE #3 SANITARY SEWER PUMP STATION ELECTRICAL SERVICE & REHABILITATION – WASTEWATER DEPARTMENT

DISCUSSION: The Wastewater Department received one bid for the North Monroe #1 & Stony Pointe #3 Sanitary Sewer Pump Station Electrical Service & Rehabilitation project. The bid is from Monroe Plumbing & Heating Company out of Monroe, MI such that they meet all bid specifications. The bid includes providing for the base bid at both sites and an alternate to install the pumps, piping and appurtenances. North Monroe #1 base bid is \$103,700.00 where the total base bid and alternate is \$113,700.00. Stony Pointe #3 base bid is \$94,800.00 where the total base bid and alternate is \$104,800.00. Attached is bid tabulation for reference.

The Wastewater Collection System includes 36 pump stations that lift and pump sewage to a downstream gravity sanitary sewer eventually to the Wastewater Treatment Plant. The North Monroe #1 & Stony Pointe #3 pump stations are larger stations that service numerous residential and commercial businesses that collect / lift / pump sewage. The North Monroe #1 station was constructed in late 1960's and the Stony Pointe #3 station in the 1980's. Both stations are in need of electrical service upgrading / replacement and station rehabilitation. The overall project is to provide for a turnkey operation to remove and replace the pumps, check valves, appurtenances along with removing and installing / sizing new underground conduit & wire / electrical service from the DTE power poles to and between the unistruts, station drywells & wetwells, transfer switch, control panels, disconnects, relocating existing equipment, transducers, along with maintaining pump station function via bypassing at all times.

Monroe Plumbing & Heating Company has worked on several City projects in the past including both water and wastewater plants and satellite stations where they have performed well. We are confident they will perform well again. It is recommended to award the project base bid and alternates for both sites (North Monroe #1 & Stony Pointe #3) to Monroe Plumbing & Heating Company and to include a 10% contingency. The Wastewater budget has adequate funding budgeted for the project.

IT IS RECOMMENDED that a purchase order be awarded to Monroe Plumbing & Heating Company out of Monroe, MI in the amount of \$218,500.00 and that a total of \$240,350.00 be encumbered to include a 10% contingency for the North Monroe #1 & Stony Pointe #3 Sanitary Sewer Pump Station Electrical Service & Rehabilitation project in accordance with the bid specifications.

CITY MANAGER RECOMMENDATION:

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

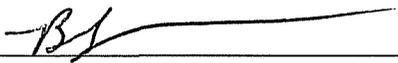
APPROVAL DEADLINE: July 20, 2011

REASON FOR DEADLINE: Bid is good for thirty (30) days.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:


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

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 260,000.00
Cost of This Project Approval	\$ 240,350.00
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

City	Account Number	Amount
Operating Equipment	590-75.530-977.000 11Z02	\$ 125,070.00
Operating Equipment	590-75.530-977.000 11Z03	\$ 115,280.00
Total		\$ 240,350.00
<u>Other Funds</u>		

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** June 27, 2011

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: July 5, 2011

**BIDS RECEIVED LIST FOR NORTH MONROE #1 & STONY
 POINTE #3 SANITARY SEWER PUMP STATION AND
 ELECTRICAL SERVICE REHABILITATION FOR THE
 WASTEWATER DEPARTMENT. BID REQUESTS MAILED
 06/08/11. BIDS DUE MONDAY, JUNE 20, 2011.**

	<u>BID AMOUNT</u>
PROCESS PIPING PO BOX 486 MILFORD MI 48381 ATTN: DAN SCHAFFER	NO BID
KENNEDY INDUSTRIES INC PO BOX 809 MILFORD MI 48381 ATTN: KEITH SIKAITIS	NO BID
JETT PUMP & VALVE 4770 PONTIAC LAKE RD WATERFORD MI 48328 ATTN: PAUL MARCHI	NO BID
THOMPSON PUMP MIDWEST 1350 PIEDMONT TROY MI 48083 ATTN: JOHN MIRIANI	NO BID
PRO-SEAL SERVICE GROUP 35 SILVERDOME INDUSTRIAL PARK PONTIAC MI 48342-2994 ATTN: ROBERT SCHMITT	NO BID
JGM VALVE 1155 WELCH RD SUITE D COMMERCE MI 48390 ATTN: TONY PITONIAK	NO BID
MONROE PLUMBING & HEATING 506 COOPER ST MONROE MI 48161	\$103,700 (#1) 113,700 (ALT) 94,800 (#3) 104,800 (ALT)



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: INSTALLATION OF NEW PUBLIC SANITARY SEWER – SOUTH ROESSLER STREET FROM WEST SEVENTH STREET TO THE CITY LINE – SPECIAL ASSESSMENT RESOLUTION NUMBER 1

DISCUSSION: Earlier this month, the Engineering Department received an inquiry from a contractor representing 832 South Roessler Street, which is a property along the west side of South Roessler Street in Monroe Charter Township, wishing to connect to a public sanitary sewer. Upon investigation of the potentially available public sanitary sewer options in the immediate area by the Wastewater Department, it was discovered that three (3) properties on the west side of South Roessler Street (716, 800, and 810) south of West Seventh Street within the City actually share a private line, and this line appears to have been severed at some point nearly thirty (30) years ago during utility modifications to support the Woodcraft Square project. At this point, the sanitary sewage from all of these properties is simply discharging underground and being absorbed into the soils. Obviously, with this knowledge of a public health issue, the City is obligated to move ahead with construction of a new public main to serve these properties. Additionally, we have approached Monroe Charter Township to determine their interest in participating in a project that could include 832 South Roessler Street as well, and while this property could not be directly included in a Special Assessment District, an agreement could allow this property to participate in a similar fashion with an appropriate share of the costs.

The City Charter provides for the installation of public sewers at the discretion of the City Council and provides for recovery of most of the cost by a Special Assessment against the benefiting properties. By Charter, a minimum of one-sixth of the project costs are borne by the Wastewater Fund. The remaining share of the costs are divided among the benefiting properties on a Residential Equivalent Unit (REU) basis, and given that there are a variety of different uses of the affected properties, the assessments may vary substantially. The exact breakdown of costs and proportioning of the assessable amount between properties will be made following design activities. This district, if confirmed, would be known as Sewer Special Assessment District 231. The project was not contemplated as a part of the 2011-12 Capital Improvements Program, so the City share of the funding will have to be appropriated from Wastewater Fund reserves if the project moves forward. Since this is classified as a City-Council initiated project, 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: Engineering Department would like to construct this project during 2011, and to proceed through the Special Assessment Process at least two (2) months will be necessary in addition to survey and design lead time.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

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

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$60,000*
	Cost of This Project Approval	\$5,000**
	Related Annual Operating Cost	\$N/A
	Increased Revenue Expected/Year	\$N/A

*Exact costs not yet determined, estimate based on approximately \$80 per foot of sanitary sewer

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

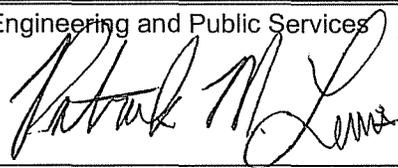
SOURCE OF FUNDS:	City	Account Number	Amount
	Engineering Full-Time Salaries	101-40.449-702.000	\$5,000*
	<u>Other Funds</u>		

*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 and Public Services **DATE:** 06/28/11

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: July 5, 2011

RESOLUTION NUMBER 1

RESOLVED that it is the intention of this Council, as a necessary public improvement, to construct a sanitary sewer of adequate size to service the properties located on the west side of South Roessler Street between West Seventh Street and the city line plus any additional properties within Monroe Charter Township along South Roessler Street that may be included by separate agreement between the City and Township; 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.

W. SEVENTH ST./ROESSLER ST. SANITARY SEWER S.A.D.#231

Commencing at the intersection of the southerly right-of-way of W. Seventh St. and the westerly right-of-way of Roessler St.
 Thence S 29°00' W 200.00 feet;
 to the Point Of Beginning;
 Thence S 29°00' W 529.00 feet;
 Thence N 60°41' W 290.00 feet;
 Thence N 19°12' E 123.00 feet;
 Thence N 29°08' E 406.00 feet;
 Thence S 60°47' E 306.90 feet; to
 the Point of Beginning.

REVISIONS		
NO.	DRAWN BY:	DATE:

CITY OF MONROE, MICHIGAN
 ENGINEERING DEPARTMENT
 W. SEVENTH ST./ROESSLER ST.
 SANITARY SEWER
 S.A.D.#231

SCALE: 1"=100' FILE NO. A-XXX
 DATE: JUNE, 2011 SHEET NO. 2 OF 2

DWG. OF RECORD
 DATE: _____

APPROVED: _____
CITY ENGINEER



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: 6/27/11

REVIEWED BY: Robert E. Clark, Mayor

DATE:

COUNCIL MEETING DATE: 7/5/11

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 5, 2011:

MONROE MUNICIPAL BUILDING AUTHORITY

City Manager	4 year term expiring June 30, 2015
Finance Director	4 year term expiring June 30, 2015
Economic & Community Development Director	4 year term expiring June 30, 2015

DOWNTOWN DEVELOPMENT AUTHORITY

Cheryl Weakly	4 year term expiring June 30, 2015
Scott Goocher	4 year term expiring June 30, 2015

MONROE PORT COMMISSION

Thomas Myers	3 year term expiring June 30, 2014
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CITY COUNCIL AGENDA FACT SHEET

RELATING TO: DETROIT EDISON LIGHTING AGREEMENT – LAUER-FINZEL PARKING LOT

DISCUSSION: The Downtown Development Authority (DDA) is nearing completion on the design for a complete reconfiguration of the parking area generally known as the Lauer-Finzel Parking Lot, which includes nearly all of the publicly-owned parking areas and lands south of the River Raisin, north of West Front Street, west of South Monroe Street, and east of the Knights of Columbus property. As a part of this project, the existing parking lot lighting will be replaced as well, resulting in a net enhancement to the illumination of the area. Since The Detroit Edison Company (also known as DTE Energy) now offers decorative options in addition to their traditional styles, it was determined to be most advantageous to contract with them for installation and maintenance of the lights, rather than placing this responsibility with the City as was done on the various Streetscape projects, and even as recently as the 2005 lighting installation in the adjacent West Front Street parking lot. This arrangement will be similar to that which is in place for the City's general street lighting system, whereby no meters are installed, but Detroit Edison bills the City based on the typical power usage of each fixture for the system as a whole.

Detroit Edison has prepared the attached agreement, which must be adopted before the installation can be scheduled. The DDA has indicated that they will be including the up front installation costs in the project budget, but since the City of Monroe at large will be responsible for the long-term maintenance costs, the agreement must be executed between the City and Detroit Edison. This contract is similar to past contracts that the City has executed for new lighting in residential locations, with the exception that since the lighting consists of two different decorative styles, the City is required to maintain a small inventory of replacement parts, which will be paid for by the City when exhausted. Since the DDA and City staff elected to install traditional high pressure sodium fixtures, additional costs for replacement lamps are expected to be infrequent and minor. Included with the agreement is Exhibit A, which delineates the costs and describes the lighting to be installed (11 100-watt high pressure sodium lights in the Washington post style to be installed along the River and at the new entrance at the former Steppingstone property, and 6 dual 150-watt high pressure sodium lights to be installed for the primary lighting for the lot), and Exhibit B, which provides an illustration of these types of fixtures.

Based on additional information provided by Detroit Edison, the up front costs that will be borne by the DDA through a bond issue will be \$99,915.08, and the annual maintenance costs to the City for the new lighting are \$7,582.57. However, the annual maintenance costs of existing lighting that will be removed are \$3,047.18, making the incremental annual cost to the City \$4,535.39. This represents approximately a one percent (1%) increase over our FY 2011-12 street lighting budget of \$430,000, but obviously represents a substantial increase in illumination over the present condition. It has been discussed by the City Administration that perhaps a more appropriate allocation of these costs in the future may be to the Parking Fund, rather than the General Fund, to ensure that fees and fines used to generate revenue for the fund are set appropriately to cover all maintenance responsibilities. It is believed that this can be accomplished through the budget process in subsequent years.

Since the DDA is paying the initial costs, and the City is responsible for the maintenance costs, both parties should approve this agreement. If approved by the City Council, it will be placed for adoption by the DDA board at their July 20 meeting. However, funding from the DDA is contingent on their board authorizing a bond sale for the parking lot project, so the agreement will not be executed by the City until this is done.

IT IS RECOMMENDED that the attached agreement with the Detroit Edison Company be approved, and that the Director of Engineering Public Services be authorized to execute it on behalf of the City once the DDA Board has approved of the agreement and the City Council has approved a bond authorizing resolution for the parking lot project.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible.

REASON FOR DEADLINE: The DDA would like to finalize the design as soon as possible, and the exact placement and style of lights is an integral part of the final design. City Council approval of this agreement is desirable to commit to the final design, even if the agreement is not formally implemented until after the bond authorizing resolution.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Downtown Development Authority, parking lot users, downtown area at large

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$99,915.08*
	Cost of This Project Approval	\$99,915.08*
	Related Annual Operating Cost	\$4,535.39**
	Increased Revenue Expected/Year	\$N/A

*Capital construction costs to be borne by the DDA

**Ongoing lighting costs to be borne by the City

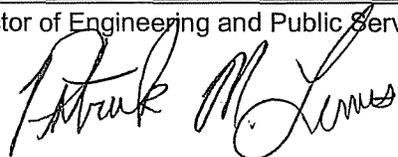
SOURCE OF FUNDS:	City	Account Number	Amount
	Street Lighting	101-60.441-921.005	\$4,535.39*
	<u>Other Funds</u>		
	DDA – Pending Bond Funding		\$99,915.08

*Annual cost, at present this would be allocated to the General Fund, but could be also allocated to the Parking Fund in subsequent years as well.

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 06/29/11

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: July 5, 2011

STANDARD AGREEMENT FOR MUNICIPAL STREET LIGHTING

DTE Internal Work Order/IO Number 32449342

This Standard Agreement For Municipal Street Lighting ("Agreement") is between The Detroit Edison Company ("Company") and City of Monroe ("Customer"). Customer requests the Company to furnish, install, operate and maintain street lighting equipment in the municipality set forth on Exhibit A attached hereto at the specific location set forth on Exhibit A (the "Location") and the Company agrees to do so in accordance with the terms set forth in this Agreement.

Therefore, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Company and Customer each hereby agree as follows:

1. Description of Equipment

Subject to and in accordance with the terms of this Agreement, the Company will undertake activities to install the street lighting equipment set forth on Exhibit A attached hereto (the "Equipment").

2. Rules Governing Installation of Equipment and Electric Service

Installation of street light facilities and the extension of electric service to serve those facilities are subject to the provisions of The Michigan Public Service Commission (MPSC) Rules Governing Services Supplied by Electric Utilities, Rule B-3.3, Extension of Service.

3. Contribution in Aid of Construction

In accordance with the applicable Orders of the MPSC, Customer shall pay to Company a contribution in aid of construction ("CIAC") for the installation of the Equipment and the recovery of costs associated with the removal of existing equipment, if any. The amount of the CIAC (the "CIAC Amount") shall be an amount equal to the total construction cost (including all labor, materials and overhead charges), less an amount equal to three years revenue expected from such new equipment. The CIAC Amount is as set forth on Exhibit A attached hereto. The CIAC Amount does not include charges for any additional cost or expense for unforeseen underground objects not identified by Miss Dig, or unusual conditions encountered in the construction and installation of the Equipment. If Company encounters any such unforeseen or unusual conditions, which would increase the CIAC Amount, it will suspend the construction and installation of the Equipment and give notice of such conditions to the Customer. The Customer will either pay additional costs or modify the work to be performed. If the work is modified, the CIAC Amount will be adjusted to account for such modification. Upon any such suspension and/or subsequent modification of the work, the schedule for completion of the work shall also be appropriately modified.

4. Payment of CIAC Amount

Customer shall pay to Company the CIAC Amount set forth on Exhibit A promptly upon execution of this Agreement. Failure to pay such amount at such time shall relieve Company of its obligations to perform the construction work required herein until such amount is paid.

5. Modifications

Subject to written permission of the respective municipality, after installation of the Equipment, any cost for additional modifications, relocations or removals will be the responsibility of the requesting party.

6. Maintenance and Replacement Equipment

Under the Option 1 Street Lighting Rate, the Company provides the necessary maintenance of the equipment. Since the equipment is not the Company's standard, the Customer will purchase and stock replacement equipment and associated spare parts. When replacement equipment or spare parts are installed from Customer inventory, the Company will credit the Customer in the amount of the then current material cost of Company standard street lighting equipment.

An initial inventory of at least 2 posts and 3 luminaires will be provided by the Customer and will be replenished by Customer as the same are drawn from inventory. The inventory will be stored at the City of Monroe DPW Yard . Inventory quantities may be adjusted by the Company based on usage history.

7. Street Lighting Service Rate

Upon the installation of the Equipment, the Company will provide street lighting service to Customer under Option 1 of the Municipal Street Lighting Rate, as approved by the MPSC.

This street lighting service is also governed by Rules for Electrical Service established by the MPSC (MPSC Case Number U-6400). The Street Lighting Rate is subject to change from time to time by orders issued by the MPSC. The Municipal Street Lighting Rate as of the date of this Agreement is hereby incorporated by reference into this Agreement.

8. Contract Term

The initial term of this Agreement shall begin on the date that billing for the street light service begins, and shall continue for five years thereafter. Upon the expiration of the initial term of this Agreement, the term of this Agreement shall continue on a month-to-month basis thereafter until terminated by mutual written consent or twelve months written notice by either party, which written notice may be given at any time.

9. Design Responsibility for Street Light Installation

The Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("IESNA") recommended practices. If the Customer submits its own street lighting design for the street light installation (as shown on Exhibit A), or if the street lighting installation requested by

Customer on Exhibit A does not meet the IESNA recommended practices (as shown on Exhibit A), Customer acknowledges the Company is not responsible for lighting design standards.

10. New Subdivisions

Company agrees to install street lights in new subdivisions when subdivision occupancy reaches a minimum of 80%. If Customer wishes to have installation occur prior to 80% occupancy, then Customer acknowledges it will be financially responsible for all damages (knockdowns, etc.) and requests for modifications (movements due to modified curb cuts from original design, etc.).

11. Force Majeure

The obligation of Company to perform this Agreement shall be suspended or excused to the extent such performance is prevented or delayed because of acts beyond Company's reasonable control, including without limitation acts of God, fires, adverse weather conditions (including severe storms and blizzards), malicious mischief, strikes and other labor disturbances, compliance with any directives of any government authority, including but not limited to obtaining permits, and force majeure events affecting suppliers or subcontractors.

12. Subcontractors

Company may sub-contract in whole or in part its obligations under this Agreement to install the Equipment and Replacement Equipment.

13. Waiver; Limitation of Liability

To the maximum extent allowed by law, Customer hereby waives, releases and fully discharges Company from and against any and all claims, causes of action, rights, liabilities or damages whatsoever, including attorneys fees, arising out of the installation of the Equipment and/or any Replacement Equipment, including claims for bodily injury or death and property damage, unless such matter is caused by or arises as a result of the sole negligence of Company and/or its subcontractors. Company shall not be liable under this Agreement for any special, incidental or consequential damages, including loss of business or profits, whether based upon breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory, and whether or not Company has been advised of the possibility of such damages. In no event will Company's liability to Customer for any and all claims related to or arising out of this Agreement exceed the CIAC Amount.

14. Notices

All notices required by the Agreement shall be in writing. Such notices shall be sent to Company at The Detroit Edison Company, Community Lighting Group, 2000 Second Ave., Room 440 SB, Detroit, MI 48226 and to Customer at the address set forth on Exhibit A attached hereto. Notice shall be deemed given hereunder upon personal delivery to the addresses set forth above or, if properly addressed, on the date sent by certified mail, return receipt requested, or the date such notice is placed in the custody of a nationally recognized

overnight delivery service. A party may change its address for notices by giving notice of such change of address in the manner set forth herein.

15. Representations and Warranties

Company and Customer each represent and warrant that: (a) it has full corporate or public, as applicable, power and authority to execute and deliver this Agreement and to carry out the actions required of it by this Agreement; (b) the execution and delivery of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or public, as applicable, action required on the part of such party; and (c) this Agreement constitutes a legal, valid, and binding agreement of such party.

16. Miscellaneous

(a) This Agreement is the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements and understandings.

(b) No party other than Company and Customer, and their respective successors and assigns, shall have any rights to enforce or rely upon this Agreement, which is binding upon and made solely for the benefit of Company and Customer, and their respective successors, and assigns, and not for the benefit of any other party.

(c) Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by such party of any of its rights hereunder. No waiver by any party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision.

(d) The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience, and do not define, limit, construe or describe the scope or intent of such sections or articles of this Agreement nor in any way affect this Agreement.

(e) This Agreement, and the rights, obligations and liabilities of the parties hereto shall be construed in accordance with the law of the State of Michigan, without regard to its conflict of law principals. The parties agree that any action with respect to this Agreement shall be brought in a court of competent subject matter jurisdiction located in the State of Michigan and the parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.

(f) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(g) If any term or provision of this Agreement is held to be invalid or unenforceable in any situation in any jurisdiction, it shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

THE DETROIT EDISON COMPANY

CITY OF MONROE

By _____

By _____

Printed Name: _____

Printed Name: _____

Its _____

Its _____

Date _____

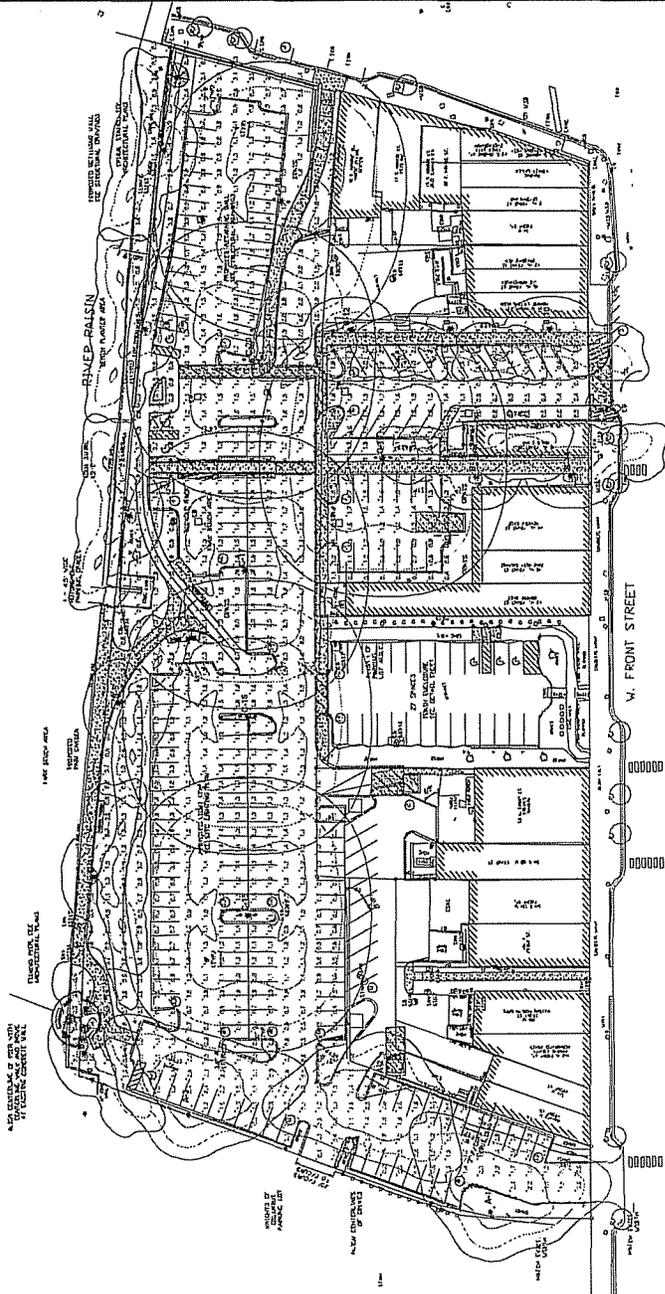
Date _____

EXHIBIT A

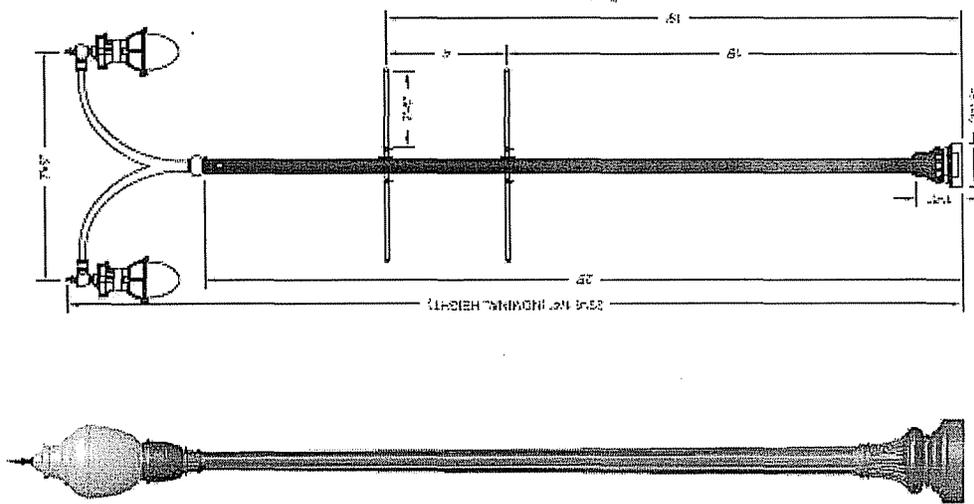
Note: The usage of the notation "N/A" in any of the boxes below means that such matter is not applicable to the transactions contemplated by this Agreement and all sections of this Agreement relating to such matter shall be deemed to have no force and effect (but all other sections of this Agreement, shall otherwise remain in full force and effect).

Municipality where Equipment will be installed	City of Monroe		
Specific Location where Equipment will be installed	Parking lot located at S. Monroe Street and W. Front Street – as per Exhibit B attached photometric design drawing approved by City of Monroe DDA and The Mannik & Smith Group, Inc dated 06-21-2011 which is made part of this agreement.		
Description of Equipment to be installed	Installation of eleven [11] decorative street lights manufactured by Holophane each having the same specification. Each location includes: 100 watt High Pressure Sodium Washington Postlite, 120 volt, Asymmetric, Type #3, green with spike final, Wadsworth 14' aluminum pole, 5" diameter fluted, 19" round base, powder coat green, weatherproof receptacle: wet location with closed cover, including two bolt on cast aluminum banner arms 18" long 1" diameter in green and Six[6] Holophane Esplanade ballast housings with 150 watt High Pressure Sodium 120 volt twin Esplanade Optical assemblies with clear sag glass, asymmetric, 25 foot Site Link Poles with a Twin OVC arm, includes leveling fitter and anchor bolts painted green to match the decorative posts. Each post includes a weatherproof receptacle with closed cover. Each post incorporates 2-breakaway banner arms- as per Exhibit B attached photometric design drawing approved by City of Monroe DDA and The Mannik & Smith Group, Inc dated 06-21-2011 which is made part of this agreement. The conduit installation including materials for all lights and feed points contained in the scope of this project will be performed by the Mannik & Smith Group Inc. Each location will be clearly identified so DTE Energy can perform the necessary installation work required to complete each installation. DTE will advise and provide necessary specification information to insure compliance to our work standards.		
Computation of Street Lighting Contribution In Aid of Construction CIAC Amount	Total Estimated Construction Cost, including labor, materials, and overhead	\$	122,662.78
	Lamp Charges for 3 yrs	\$	22,747.70
	Contribution (Cost minus 3 yrs revenue)	\$	99,915.08
	Total Annual Lamp Charges	\$	7,582.57
Box 1 Is this a Company designed installation? (check "Yes" or "No")	YES <input type="checkbox"/> (if checked please complete Box: 2 3 4) NO <input type="checkbox"/> (if checked please complete Box: 5 6)		
Box 2 If Box 1 is checked please select the appropriate Roadway Classification	<input type="checkbox"/> Expressway <input type="checkbox"/> Collector	<input type="checkbox"/> Major <input type="checkbox"/> Local	
Box 3 If Box 1 is checked please select the appropriate Pedestrian Conflict Classification	<input type="checkbox"/> High	<input type="checkbox"/> Medium	<input type="checkbox"/> Low
Box 4 If Box 1 is checked please select the appropriate Pavement Classification	<input type="checkbox"/> R1	<input type="checkbox"/> R2 & R3	<input type="checkbox"/> R4
Box 5 Does the Customer lighting design requested meet IESNA recommended practices? (check "Yes" or "No")	YES <input type="checkbox"/> NO <input type="checkbox"/> (if checked please complete Box: 6)		

<p style="text-align: center;">Box 6</p> <p>If the Customer lighting design does not meet IESNA recommended practices, the Customer must sign the block to the right.</p>	<p style="text-align: center;">_____</p> <p>(Customer signature indicating acknowledgement the lighting design does not meet IESNA recommended practices)</p>
<p style="text-align: center;">Box 7</p> <p>New Residential Subdivision?</p>	<p>YES <input type="checkbox"/> (if checked please complete Box: 8) NO <input type="checkbox"/></p>
<p style="text-align: center;">Box 8</p> <p>If Box 7 is checked Yes, and customer authorizes installation prior to 80% occupancy, Customer signature required</p>	<p style="text-align: center;">_____</p> <p>(Customer acknowledgement that lighting is being installed prior to 80% occupancy)</p>
<p>Customer Address for Notices</p>	



Sheet # 1
 Scale 1" = 10'



LUMINAIRE SCHEDULE

Symbol	Label	Qty	City	Class Number	Description	Lamp	File	Lumens	LF	Watts
A	3	115	105	10	105	105	105	105	105	105
B	11	11	11	11	11	11	11	11	11	11
C	6	6	6	6	6	6	6	6	6	6

STATISTICS

Description	Symbol	Qty	Label	Watts	lumens	avg lum
105	A	115	105	105	105	105
11	B	11	11	11	11	11
6	C	6	6	6	6	6
Total		132		132	132	132
Total Power		132		132	132	132