
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, LA 70161, (734) 384-9138. The City of Monroe website address is www.monroemi.gov.

**AGENDA - CITY COUNCIL REGULAR MEETING
MONDAY, AUGUST 15, 2011
7:30 P.M.**

- I. **CALL TO ORDER.**
- II. **ROLL CALL.**
- III. **INVOCATION/PLEDGE OF ALLEGIANCE.**
- IV. **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, August 1, 2011 and the minutes of the Regular Meeting held on Monday, August 1, 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.
- 162 Homeless Network Banner Request.
 - 1. Communication from the City Manager's Office, reporting back on a request from Bonnie Finzel-Doster on behalf of The Homeless Network for permission to display a banner across Monroe Street from November 7-28, 2011 announcing Homeless Awareness Week, and recommending approval of the request.
 - 2. Supporting documents.
 - 3. Accept, place on file and the recommendation be carried out.
- 163 Monroe Milers Running Club – Custer Week 4-Mile Fun Run.
 - 1. Communication from the City Manager's Office, reporting back on a request from Race Director Rodney Johnson on behalf of the Monroe Milers Running Club for permission to hold the annual Custer Week 4-Mile Fun Run on October 9, 2011 at 3:00 p.m., to close the affected streets, and for assistance from the City and Police Department, and recommending that Council approve this

- request contingent upon items being met as outlined by the administration, subject to costs recovery & fee waivers in accordance with City Council adopted policy, and that the City Manager be granted authority to alter/amend the event due to health and /or safety reasons.
2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.
- 164 Annual Community Picnic in the Park.
1. Communication from the City Manager's Office, reporting back on a request from Cpl. Jeppesen on behalf of the Police Department for permission to hold their annual "Picnic in the Park" at St. Mary's Park on August 20, 2011, and to close W. Elm Avenue between Monroe and Borgess streets from 11:00 a.m. – 2:00 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 in accordance with City Council adopted policy, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.
- 165 Professional Services for the Fiscal Year 2011-12 Cross Connection Inspection Program Proposals.
1. Communication from the Director of Water & Wastewater Utilities, reporting back on proposals for professional services for the Fiscal Year 2011-12 Cross Connection Inspection Program, and recommending that a purchase order in the amount of \$13,800 for professional services to assist with the implementation of the City's annual cross-connection control / backflow prevention program be awarded to Hydro Designs, Inc in accordance with their proposal dated July 15, 2011, and further recommending that the Director of Water & Wastewater Utilities or his designee be authorized to sign all necessary documents on behalf of the City of Monroe
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.
- 166 Arthur Lesow Community Center (ALCC) Lighting Upgrades and Mechanical Improvements Bids.
1. Communication from the Director of Engineering & Public Services, reporting back on bids received for the ALCC Lighting Upgrades and Mechanical Improvements, and recommending that Council award a contract for Lighting Upgrades and Mechanical Improvements for the Arthur Lesow Community Center in the amount of \$194,700 to Monroe Plumbing & Heating Co., with \$218,000 encumbered to include a 12% 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. Accept, place on file and the recommendation be carried out.
- 167 Arthur Lesow Community Center (ALCC) and Navarre Library Consultant Services Award.
1. Communication from the Director of Engineering & Public Services, reporting back on the design consultant services award for the ALCC and Navarre Library, and recommending that Council authorize additional work on a "Not to Exceed" basis as described in the attached documents to James S. Jacobs Architects, PLLC, in the total amount of \$12,000 for the ALCC work, and \$7,500 for the Navarre Library work, and further recommending that the Director of Engineering & Public Services be authorized to issue purchase orders as appropriate.

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

168 Veterans Park Access to Recreation Grant Acceptance and Change Order.

1. Communication from the Director of Engineering & Public Services, reporting back on the Veterans Park Access to Recreation Grant through the Community Foundation of Monroe County and submitting a Change order to the 2011 Sidewalk Replacement Program, and recommending that the Access to Recreation grant through the Community Foundation of Monroe County be accepted, and that the Mayor be authorized to execute the grant agreement on behalf of the City, and further recommending that a change order to the 2011 Sidewalk Replacement Program in the amount of \$12,879 be awarded to G.V. Cement Contracting Co., that the Director of Engineering & Public Services be authorized to execute it on behalf of the City, and further recommending that \$4,790 be authorized for purchase of a musical unit from Playworld Midstates of Holland, Michigan, and finally recommending that any remaining funds within the grant allocation be appropriated for related items as determined by staff, or applied to contingencies of any of the awarded work activities.
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out.

169 American Heart Association Monroe Heart Chase.

1. Communication from the City Manager's Office, reporting back on a request from the American Heart Association Youth Marketing Director Brittany Merritt for permission to hold the 1st ever Monroe Heart Chase to raise awareness and help raise money for heart disease on October 1, 2011, to waive all fees and to use St. Mary's Park, Loranger Square, and city sidewalks for the walk on streets bounded by East First, East Front, North Telegraph, East Elm, and North Macomb from 9:00 a.m. – 12 noon, 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 in accordance with City Council adopted policy, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out.

170 Patrol Officers.

1. Communication from the Human Resources Director, submitting a tentative agreement between the City of Monroe and the Police Officers Association of Michigan (representing the Patrol Officers), and recommending that Council approve the POAM/Police Officers 2011 – 2014 Collective Bargaining Agreement.
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out.

171 Assignment of Cross-Trained Public Safety Officers.

1. Communication from the City Manager's Office, submitting a proposed resolution for the assignment of cross-trained Public Safety Officers to provide supplemental assistance for fire suppression and other hazardous incident response, and recommending that Council approve the

- attached resolution, which assigns cross-trained Police Department personnel to provide supplemental assistance for fire suppression and other hazardous incident intervention.
2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.

- V. MAYOR'S COMMENTS.
- VI. CITY MANAGER COMMUNICATION.
- VII. COUNCIL COMMENTS.
- VIII. CITIZEN COMMENTS
- IX. ADJOURNMENT.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM THE HOMELESS NETWORK FOR PERMISSION TO DISPLAY A BANNER ACROSS MONROE STREET FROM NOVEMBER 7 - 28, 2011

DISCUSSION: The City received a request from Bonnie Finzel-Doster on behalf of The Homeless Network for permission to display a banner. Specifically the request is to display a banner across Monroe Street from November 7 - 28, 2011 announcing *Homeless Awareness Week*.

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: 8/4/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 8/15/11



**CITY OF MONROE, MICHIGAN
BANNER APPLICATION**

Name of Applicant Homeless Network - Bonnie Finzel-Doster
Name of Organization Network for Homeless
Applicant's Affiliation with Organization Chair
Applicant's Home Address 718 E. Elm, Monroe 48162.
Mailing Address (if different) _____
Day Phone 242-2310 Evening Phone Same

Type of Banner **Overhead Banner (\$150)**

Overhead Banner Locations: (List as 1 for first choice, 2 for second...)

2 E. Front St. Dates Requested Nov. 7-28th
____ W. First St.
1 Monroe St.

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

Vertical Pole Banner Locations: (List the total number of banners to be displayed and choice of placement location.) Dates Requested Nov. 7-28th, 2011

No. of Banners: 1 Monroe St. (42) Spring (March-May)
 Elm Ave. (8) Summer (June-Aug.)
 First St. (8) Fall (Sept.-Nov.)
 Macomb St. (8) Winter (Dec.-Feb.)

Company Fabricating Banners: Homeless Awareness Week

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 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 Bonnie Finzel-Doster Date 8-3-11

RECEIVED

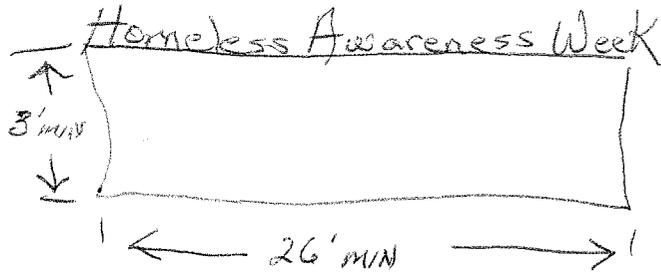
AUG - 4 2011

MAYOR'S OFFICE

David G. Swartout - Builder

(734) 243-2726

Helping Build Monroe. . . One House At A Time - Since 1980
swartoutdavid@hotmail.com • swartoutdavid@yahoo.com



www.davidgswartoutbuilder.com



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM THE MONROE MILERS RUNNING CLUB FOR PERMISSION TO HOLD THE CUSTER WEEK 4-MILE FUN RUN ON OCTOBER 9, 2011

DISCUSSION: The City received a request from Race Director Rodney Johnson on behalf of the Monroe Milers Running Club for permission to hold the annual Custer Week 4-Mile Fun Run on October 9, 2011 at 3:00 p.m. Specifically the request is to close the affected streets (see attached) and for assistance from the City and Police Department.

The route spans 4 linear miles in length and includes many historical points of interest. The Club's members will marshal the course at the intersections along with the Police Department. The entire event is normally over within one hour.

The request was reviewed by the administrative staff. We do not foresee any problems with this request subject to emergency vehicle access being maintained, special event application and that all insurance requirements are met. This is an annual event which has run smoothly in the past.

The Police Department has no objections to the race as presented. Staff will coordinate with DPS and Monroe Milers and coordinate which intersections will be staffed by the Police Department (major intersections) and which intersections would be staffed with volunteer race marshals to assure that all safety aspects are covered. A minimum of eight officers will be needed for the event. The estimated cost to staff the event is \$713.65. Limited involvement will be needed from DPS for road closures, as officers can temporarily close the majority of the intersections with their patrol cars and motor units.

The Department of Public Services will have very little involvement, as the Police Department will control event. **The applicant should be cautioned, however, that the Engineering Department will be reconstructing Reisig Street (full length) as well as the intersections of Roeder / Ninth and Roeder/ Eighth between August 1 and October 15. The route may need to be altered slightly if construction is still ongoing at the time of the event.**

Therefore, it is recommended, that City Council approve this request contingent upon items being met as outlined by the administration, subject to costs recovery & fee waivers in accordance with City Council adopted policy, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION:

For

Against

REASON AGAINST:

INITIATED BY: City Manager's Office

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

FINANCES

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: 8/5/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 8/15/11

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

Name of Applicant (Organization): Monroe Milers Running Club

Contact Person: Rodney Johnson

Address: 1016 Hollywood

Phone: 457-1891 **Fax:** 734-586-4208

Dates Requested: 10-9-11

Location Requested: City Park Private Property Public Property

PROJECT LOCATION (Address): St Mary's Park

PROPERTY OWNER INFORMATION

Name: _____

Address: _____

Phone: _____ **Fax:** _____

EVENT DESCRIPTION:

4 mile running event through the residential streets see attached map and letter

TYPE OF BUSINESS ON SITE: _____

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

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

OWNER: Rodney Johnson
Race Director

DATE: 7/29/11

APPLICANT: Rodney Johnson

DATE: 7/29/11

RECEIVED

JUL 29 2011

MAYOR'S OFFICE

June 13, 2011

City Manager
110 First St
Monroe, MI 48161

Dear City Manager:

Subject: Seventh Annual Custer's First Run

I am writing on behalf of Goodwill Industries of Southeastern Michigan and the Monroe Milers Running Club to request approval for the Seventh Annual Custer's First Run footrace in the city of Monroe. The race is held in conjunction with the Tourism Bureau's Custer Week, October 3-10, 2011. The race would be on Sunday October 9, 2011 at 3pm. For the last 6 years, the route started at the Custer statue and finished at the south end of the Martin Luther King, Jr. footbridge.

Course details are as follows: Start on Monroe Street in front of the Custer statue heading West on Elm St, go to Macomb St and make Right (South) on bridge. At end of bridge turn Right (West) onto Front Street, the Left (South) onto Washington. Take Washington to Jones Ave, turn Left (East) onto Jones Ave, then turn Left (North) onto Custer St., make a Right (East) onto 8th Ave then a quick Left (North) back onto Custer St. Follow Custer St. to E. Seventh St, make Right (East) onto E. Seventh St., make Right (SouthWest) onto Laplaisance Rd, follow until Navarre St., make Left (North) onto Navarre St. Turn Right (East) onto E. Eight St, take Right (South) onto Jerome St, make Left (East) onto E. Ninth St, go until Reisig St. At Reisig St, make Left (North), follow to E. Seventh St, make Left (West) on E. Seventh St. At Navarre St., make Right (North), at E. Fourth St., make Right (East), at Jerome St., make Right (South) and run into the Woodland Cemetery, do one and a half laps around the cemetery and come out on Jerome. Take Jerome to Front St., turn Left (West) on Front to the entrance to Riverwalk and turn Right (North), take the Riverwalk Left (West) finishing at the South end of the Martin Luther King, Jr. foot bridge. The total course is 4 miles. We will have club members and volunteers marshalling the course at the intersections.

The course takes in several historical sites. Last year the Monroe Milers had very positive feedback on the course from the runners. We are very thankful for the support from the city of Monroe with the previous Custer's First Run. The police support has been excellent. Over the past year, the Monroe Milers Running Club has successfully conducted footraces in the city of Monroe and we look forward to continued success. If you have any questions regarding this request for permission to conduct a footrace in the city of Monroe, please contact me at work (517) 263-2135 ext 253 or on my cell phone (517) 673-8624.

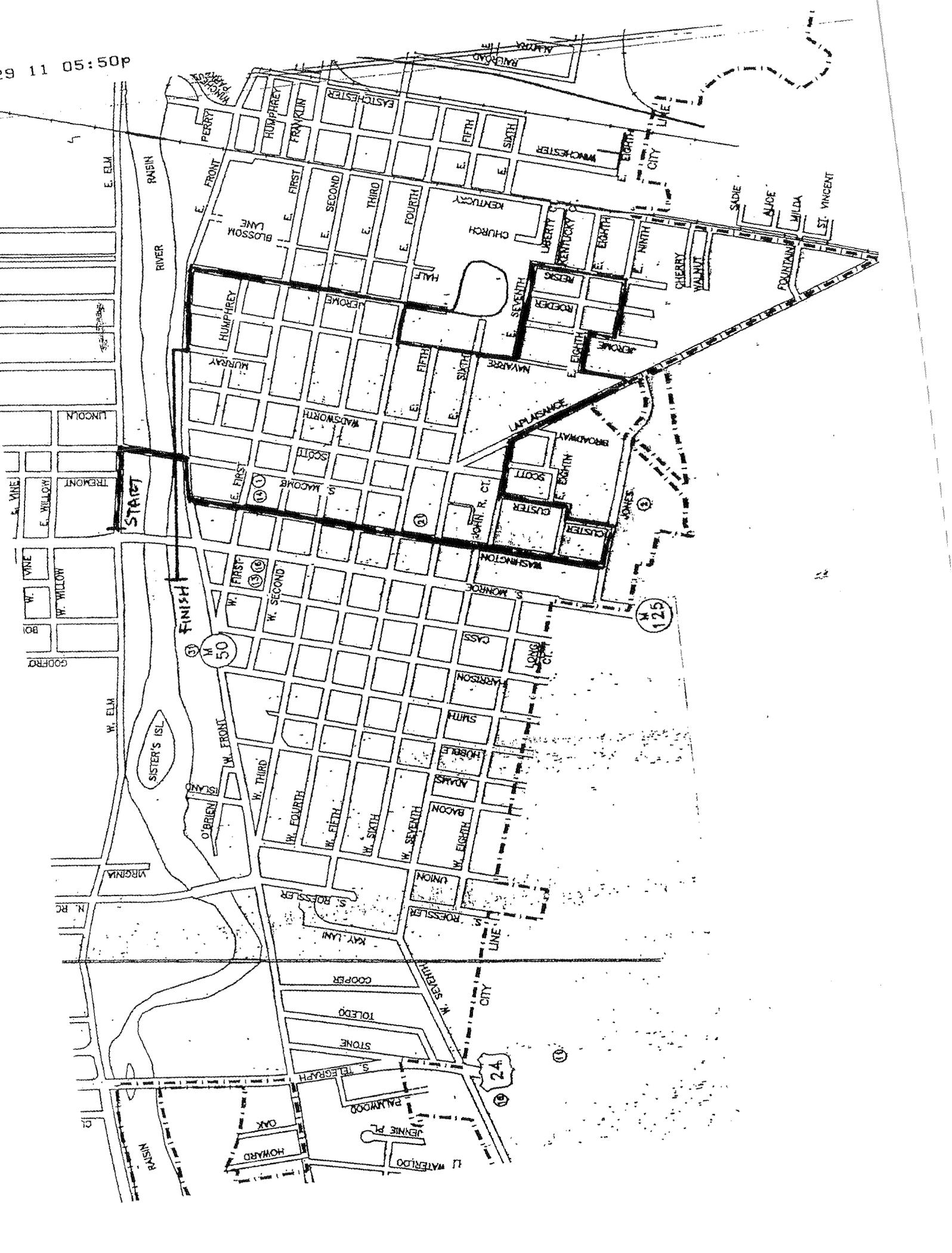
Respectfully yours,

Christina Bowman
Public Relations Specialist
Goodwill Industries of Southeastern Michigan
1357 Division St.
Adrian, MI 49265

RECEIVED

JUN 15 2011

CITY MANAGER'S OFFICE



START

FINISH

M 50

M 125

24

E. ELM

W. ELM

SISTER'S ISL

W. VIRGINIA

W. HOWARD

W. PALMWOOD

W. WATERLOO

W. JENNIE PL

W. OAK

BLOSSOM LANE

HUMPHREY

MURRAY

HUMPHREY

E. FRONT

E. FIRST

E. SECOND

E. THIRD

E. FOURTH

E. FIFTH

E. SIXTH

E. SEVENTH

E. EIGHTH

E. NINTH

E. TENTH

E. ELEVENTH

E. TWELFTH

E. THIRTEENTH

E. FOURTEENTH

E. FIFTEENTH

E. SIXTEENTH

E. SEVENTEENTH

E. EIGHTEENTH

E. NINETEENTH

E. TWENTIETH

E. TWENTY-FIRST

E. TWENTY-SECOND

E. TWENTY-THIRD

E. TWENTY-FOURTH

E. TWENTY-FIFTH

E. PERRY

HUMPHREY

FRANKLIN

EASTCHESTER

W. WASHINGTON

W. MONROE

W. CASS

W. MARRISON

W. SMITH

W. HOBBS

W. ADAMS

W. BACON

W. UNION

W. ROESSLER

E. BLOSSOM

E. CHURCH

E. LIBERTY

E. KENTUCKY

E. PERRY

HUMPHREY

FRANKLIN

EASTCHESTER

W. WASHINGTON

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W. CASS

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W. MARRISON

W. SMITH

W. HOBBS

W. ADAMS

W. BACON

W. UNION

W. ROESSLER

E. BLOSSOM

E. CHURCH

E. LIBERTY

Memorandum

To: Thomas C. Moore III, Chief of Police
From: Lt. Gregory N. Morgel
CC: Patricia Weaver, Executive Secretary to the Mayor/Manager City of Monroe, file
Date: June 22, 2011
Re: ***"Custer Week 4-Mile Fun Run" - Sunday, October 9, 2011 @ 3:00pm***

The "Monroe Milers Running Club" and "Goodwill Industries of Southeast Michigan" are planning their 7th annual "4-mile fun run" for Sunday, October 9, 2011 at 3:00 pm. The "Monroe Milers" have hosted many runs in the past. The majority of the race will be in the roadway through downtown, and nearby residential neighborhoods. The past races that have been held have gone fairly smoothly. A new course was utilized the past two years that includes less congested streets and greatly simplified the course. It has worked out very well. I recommend the same course this year (see below). Past races have averaged approximately 65 participants.

To provide maximum safety to the runners, a minimum of eight officers will be needed to staff this run; seven officers and a supervisor. The officers assigned to the event will leap frog from various intersections to assure constant traffic control at major intersections. Several volunteer race marshals assist along the course at minor intersections. The estimated cost to staff this event will be approximately **\$713.65**. This amount includes afternoon shift premium for all the officers involved and one hour of planning time. The route is listed below.

Limited involvement will be needed from DPS regarding road closures as officers can temporarily close the majority of the intersections with their patrol cars and motor units, as the runners pass by. The entire event is normally over within one hour. If approved, I will coordinate with DPS to assure the necessary barricades and cones are in place.

RACE ROUTE

The runners will start on East Elm Avenue just east of North Monroe Street then proceed E/B to North Macomb Street and head S/B to East Front Street, W/B on East Front Street to Washington Street, S/B on Washington Street to Jones Avenue, E/B on Jones Avenue to Custer Drive, N/B on Custer Drive to East Seventh Street, E/B on East Seventh Street to LaPlaisance Avenue, S/B on LaPlaisance Avenue to N/B on Navarre Street, E/B on East Eighth Street to Jerome Street, S/B on Jerome Street to East Ninth Street, E/B on East Ninth Street to Reisig Street, N/B on Reisig Street to East Seventh Street, W/B on East Seventh Street back to Navarre Street, N/B on Navarre Street to East Fourth Street, E/B on East Fourth Street to Jerome Street, S/B on Jerome Street into Woodlawn Cemetery (one lap inside) and then back to N/B Jerome Street to East Front Street, W/B on East Front Street to the eastern most entrance to the Riverwalk, W/B on the Riverwalk to finish in the West Front Street parking lot, just past the southern end of the Martin Luther King foot bridge.

Weaver, Patricia

From: Morgel, Gregory
Sent: Tuesday, August 02, 2011 8:04 PM
To: Weaver, Patricia
Cc: Moore, Thomas
Subject: RE: Custer Run

The Police Department has no objections to this request as presented. Lt. Morgel has already prepared a staff study on this event to handle the department's staffing of the footrace route. Lt. Morgel will meet with the run organizer, Rodney Johnson, and go over the details of the route as well as coordinate which intersections will be staffed by the Police Department (major intersections) and which intersections should be staffed with volunteer race marshals.

-----Original Message-----

From: Weaver, Patricia
Sent: Tuesday, August 02, 2011 11:03 AM
To: Moore, Thomas
Cc: Morgel, Gregory
Subject: FW: Custer Run

Chief,

Revised material; please review and comment.

Thanks.

Patricia Weaver
Executive Secretary to the Mayor/Manager City of Monroe
(734) 384-9144

-----Original Message-----

From: mailroom@monroemi.gov [<mailto:mailroom@monroemi.gov>]
Sent: Tuesday, August 02, 2011 6:53 AM
To: Weaver, Patricia
Subject: City of Monroe scanned image data.

This is image data from the City of Monroe



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: ANNUAL COMMUNITY PICNIC IN THE PARK

DISCUSSION: The City received a request from Cpl. Jeppesen on behalf of the Police Department for permission to close West Elm Avenue on August 20, 2011 for the annual "Picnic in the Park" at St. Mary's Park. Specifically the request is to close West Elm Avenue between Monroe and Borgess Streets from 11:00 a.m. – 2:00 p.m. so they can park the city fire truck on Elm Avenue and use the tower to spray water for the children.

The request was sent to the administrative staff for their review. We do not foresee any problems or objections to the request subject to emergency vehicle access being maintained. This is an annual event involving the Monroe Police Department, Monroe Fire Department, Monroe County Sheriff Department and the Michigan State Police. The officers attend on their own time.

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 in accordance with City Council adopted policy, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY: City Manager's Office

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

FINANCES

COST AND REVENUE PROJECTIONS:

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office

DATE: 8/8/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 8/15/11

Weaver, Patricia

From: Weaver, Patricia
Sent: Monday, August 08, 2011 10:02 AM
To: Lewis, Patrick; Jeppesen, Kent
Cc: Moore, Thomas; Walters, William
Subject: RE: Need info on road closure permit

Hi Kent,

I'll use your email as the official request, unless you can provide me with a letter by Wednesday. (We copy city council agenda items on Thursday.) (I agree with Patrick that this should go to council for the street closure. The last official request I prepared was in 2008 but we should be consistent with all groups requesting street closures and forward them to council for approval. It's helpful for the city council, as well as the public to be aware of such requests.)

Thank you and have a great day!

Patricia Weaver
Executive Secretary to the Mayor/Manager
City of Monroe
(734) 384-9144

From: Lewis, Patrick
Sent: Monday, August 08, 2011 9:49 AM
To: Jeppesen, Kent
Cc: Moore, Thomas; Walters, William; Weaver, Patricia
Subject: RE: Need info on road closure permit

Hi Kent,

Sorry I didn't get with you on Saturday. I don't see a problem with it on our end, DPS could easily drop off barricades the Friday before and pick them up the Monday after. Typically, though, like with the Firefighters' bike night, etc., since it does require a street closure, I would recommend sending it through Pat Weaver, then we can all provide official comments and get it formally approved at Council August 15.

If we haven't sent it through Council before, I don't really care, I'm just trying to be consistent. I can't see any problems though.

Patrick M. Lewis, P.E.
Director of Engineering and Public Services
City of Monroe
120 East First Street
Monroe, MI 48161
patrick.lewis@monroemi.gov
(734) 384-9124 phone
(734) 384-9108 fax

RECEIVED
AUG 8 2011
CITY MANAGER'S OFFICE

From: Jeppesen, Kent
Sent: Saturday, August 06, 2011 10:29 AM

Weaver, Patricia

From: Lewis, Patrick
Sent: Monday, August 08, 2011 9:49 AM
To: Jeppesen, Kent
Cc: Moore, Thomas; Walters, William; Weaver, Patricia
Subject: RE: Need info on road closure permit

Hi Kent,

Sorry I didn't get with you on Saturday. I don't see a problem with it on our end, DPS could easily drop off barricades the Friday before and pick them up the Monday after. Typically, though, like with the Firefighters' bike night, etc., since it does require a street closure, I would recommend sending it through Pat Weaver, then we can all provide official comments and get it formally approved at Council August 15.

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(734) 384-9108 fax

From: Jeppesen, Kent
Sent: Saturday, August 06, 2011 10:29 AM
To: Lewis, Patrick
Subject: Need info on road closure permit

Hi Pat

On Aug 20th we (MPD) is planning its annual Picnic in the Park. I am hoping that we can get a street closure for Elm Ave between Borgess and Monroe St for a couple of hours that day. The fire department as offered to bring the tower down and set it up to spray water for the kids.

Can you provide me with the information needed to get his permit and make the kids happy. NO PRESSURE!!!

Thanks in advance

Kent

Cpl. Kent Jeppesen
Monroe Police Dept.
100 E. Second St,
Monroe, MI
734 243-7500 x-3575
734 777-1128 cell



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REPORT BACK ON PROPOSALS RECEIVED FOR PROFESSIONAL SERVICES FOR THE FISCAL YEAR 2011-12 CROSS CONNECTION INSPECTION PROGRAM

DISCUSSION: The Water Department received proposals for professional services from qualified companies to assist with the implementation of the City's annual cross-connection control / backflow prevention program. The proposals were received based on an RFP sent out to several qualified consultants (see attached analysis). The Water Department is required to perform / institute a cross-connection program within the City water system in accordance with MDEQ requirements. For all industrial, commercial, institutional facilities and miscellaneous water users cross-connection compliance is required in an effort to prevent backflows from occurring within the City water system.

The proposal's general scope includes performing 125 initial inspection / compliance / re-inspections, provide various comprehensive & MDEQ reporting, review and recommend cross-connection ordinance updates, inventorying and documenting facility and testing data, performing oversight on all related work activities to contact / gain access / inspect individual facilities per the facility list provided by the Water Department, and establish / maintain a community wide public relations program for awareness of cross-connections. This type of work is considered a professional service due to it being a specialty service. Only a few available consultants within our region perform this type of work.

Attached are responses to the RFP sent out however only two provided a quoted price. The lowest qualified proposal is from Hydro Designs, Inc out of Troy, MI. The proposal schedule is to complete all fiscal year 2011-2012 inspection services by June 30, 2012. The consultant submitting the lowest qualified proposal can perform the work based on the fact that they have completed several past cross connection / backflow prevention programs including inspections & training for the City of Monroe Water Department. They are familiar with the water system customer base and the existing City's cross-connection control / backflow prevention ordinance. In an effort to assist the City of Monroe with the amount of water system cross-connection / backflow inspections and to ensure compliance with the Water Supply Cross-Connection Rules of the MDEQ it is recommended to award Hydro Designs, Inc the work based on their proposal. The cost is included in the Water Department's fiscal year 2011-2012 budget where adequate funding has been budgeted.

The proposal and service agreement has been reviewed by Tom Ready, City Attorney such that he is familiar with the documents language.

IT IS RECOMMENDED that a purchase order in the amount of \$13,800.00 for professional services to assist with the implementation of the City's annual cross-connection control / backflow prevention program be awarded to Hydro Designs, Inc in accordance with their proposal dated July 15, 2011. IT IS FURTHER RECOMMENDED to authorize the Director of Water and Wastewater or his designee to be authorized to sign all necessary documents on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

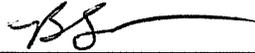
APPROVAL DEADLINE: ASAP

REASON FOR DEADLINE: Complete required cross-connection inspections for FY 2011-12.

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	\$ 13,800.00
Cost of This Project Approval	\$ 13,800.00
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>
General Contract Services	591-40.540-818.020	\$ 13,800.00
<u>Other Funds</u>		

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** August 8, 2011

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: August 15, 2011

FY 2011-2012 CROSS-CONNECTION
PROPOSAL ANALYSIS

CONSULTANT	PRICE	MEET REQ'TS
HYDRO DESIGNS, INC	\$ 13,800.00	YES
BACKFLOW SOLUTIONS, INC	\$ 14,335.00	YES
M.E. SIMPSON	NO BID	YES

Corporate Headquarters

5700 Crooks Rd., Ste. 100
Troy, MI 48098
800.690.6651 toll free
248.250.5000 phone
248.786.1789 fax

Wisconsin Office

2665 S. Moorland Rd., Ste. 209
New Berlin, WI 53151
800.315.4305 toll free
262.264.6402 phone
262.784.6106 fax



www.hydrodesignsinc.com

July 15, 2011

Kevin Armstrong
Water Superintendent
City of Monroe
120 East First St.
Monroe, MI 48161

Dear Kevin,

Based on your current Cross Connection Control (CCC) Program, we have prepared a program that will continue to meet your specific Cross-Connection Control Program needs. Also, included within this package is our standard Professional Services Agreement. For your convenience, this presentation has been divided into four sections. They include:

- ◆ Background
- ◆ Executive Summary
- ◆ Staff Capabilities
- ◆ Professional Services Agreement

This proposal is based upon completing a total of **125** initial inspections, compliance inspections/re-inspections of your commercial, industrial & institutional facilities on an annual basis.

This proposal is based on a period of 12 months. High hazard facilities will be re-inspected on an annual basis with all the remaining low hazard facilities being inspected on a five-year re-inspection frequency. HDI has assessed the degree of hazard of each facility and determined the re-inspection frequency during the initial inspection of each facility.

If you have any questions please feel free to contact me at 248-250-5005 or Paul Patterson at 248-250-5022. We look forward to working with you and the City of Monroe again on this project.

Sincerely,

John Hudak

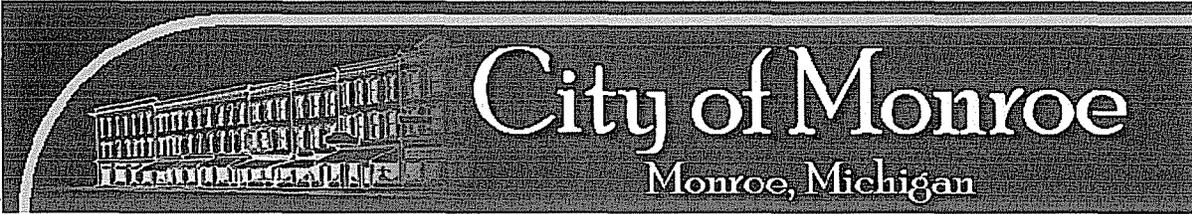


John Hudak
Hydro Designs
jhudak@hydrodesignsinc.com

Paul Patterson

Paul Patterson
Hydro Designs, Inc.
ppatterson@hydrodesignsinc.com

Proposal



July 15, 2011

**Kevin Armstrong
Water Superintendent
City of Monroe
120 East First Street
Monroe, MI 48161**

Hydro Designs, Inc. Background

Executive Summary

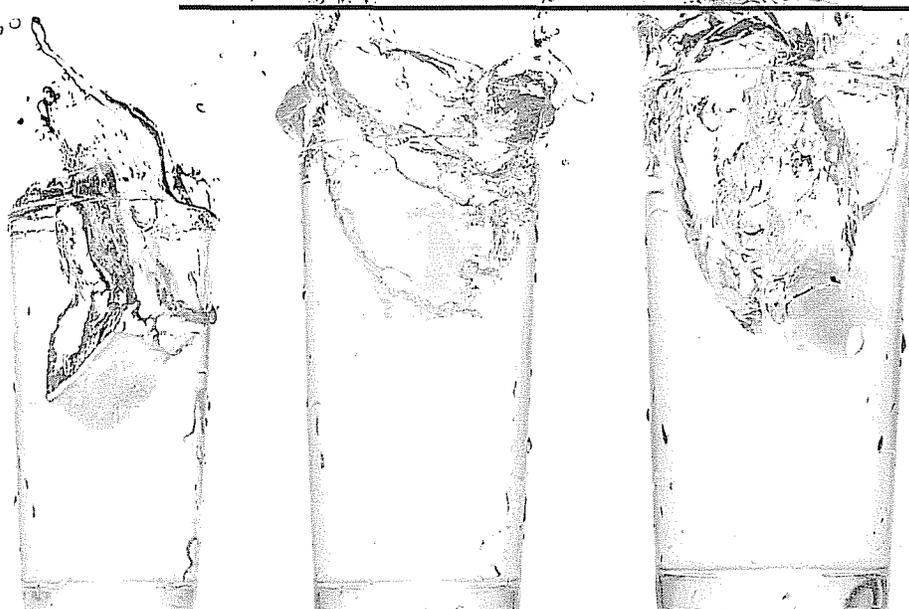
Professional Service Agreement

Appendix

1

2 - 8

9



“Our Goal is Cost Effective Compliance”

Executive Summary

Program Recommendations

Based on your current program, HDI will provide the following services to the City of Monroe. This project is a continued effort for an on going compliant Cross-Connection Control Program and will provide the City of Monroe with the necessary data and information to keep your community in compliance with the Michigan Department of Environmental Quality (DEQ). Once this project has been approved and accepted by the City of Monroe and HDI, you may expect completion of the following elements by June 30th, 2012. The components of the project include:

1. Perform **125** initial inspections and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the City of Monroe served by the public water supply for cross-connections. Inspections will be conducted in accordance with the DEQ Water Bureau Cross Connection Control regulations. One "compliance inspection" or "follow up" inspection if needed for the above facilities will be completed at no cost to the utility. (See Section 2.2 for inspection definitions.)
2. Generate and document the required program data for the facilities using the HDI Software Data Management Program.
3. Submit comprehensive management reports on a quarterly basis.
4. Conduct an annual review meeting to discuss overall program status and recommendations.
5. Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.
6. Prepare the annual State of Michigan, DEQ Water Bureau Cross Connection Report.
7. Continue to assist the City of Monroe with a community wide public relations program including general awareness brochures and web site cross connection control program overview content and resources.
8. Provide ongoing support via phone, fax, internet or email.
9. HDI is working with BSA Software from Bath, MI to create a database link that will enable utility to upload address and inspection information into HDI Software system. Estimated time for completion or test phase by end of 2011.

The above services will be provided for:

Monthly Amount: \$1,380.00 Contract Amount: \$13,800.00

Contract Amount is based upon a 10 month period. HDI will invoice in 10 equal amounts of \$1,380.00

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this September 1st, 2011 by and between the City of Monroe, organized and existing under the laws of the State of Michigan, referred to as "Utility," and Hydro-Designs, Inc. a Michigan Corporation, referred to as "HDI".

WHEREAS, the Utility supplies potable water throughout its geographic boundaries to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HDI is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HDI to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HDI as an independent contractor to inspect its potable water distribution system in public, commercial and industrial facilities within the community and document its findings. Each party to this agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water user's facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HDI under this Agreement will include the inspections, compliance, preparation of quarterly management reports, and annual cross connection reports with respect to the Facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Service"). Should other reports be included within the scope of services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW. HDI will review for the Utility Cross Connection Control Program. Items for review include the following:

- Review state & local regulations
- Review wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Prioritize Inspections
- Review procedures and protocol for addressing specific hazards
- Review program reporting procedures
- Review educational and public awareness brochures
- Obtain updated facility listing and address information
- Establish facility inspection schedule
- Review high hazard and large industrial facility inspection/containment procedures

- 2.2 INSPECTIONS.** HDI will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with Michigan Department of Department of Environmental Quality– Water Bureau Cross Connection Control Rules.
- *Initial Inspection* – the first time an HDI representative inspects a facility for cross connections. Degree of Hazard is assigned to facility. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
 - *Compliance Inspection* – subsequent visit by an HDI representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
 - *Re-Inspection* – Revisit by an HDI representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one or five year re-inspection cycle).
- 2.3 INSPECTION SCHEDULE.** HDI shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility designated contact person. Initial check in to include a list of inspections scheduled. An exit interview will include a list of inspections completed.
- 2.4 PROGRAM DATA.** HDI will generate and document the required program data for the facilities listed below (in 2.10) using the HDI Software Data Management Program. Program Data shall remain property of the Utility; however, the HDI Software Data Management program shall remain the property of HDI. Data Services to include:
- Prioritizing and scheduling of inspections
 - Notify users of inspections, backflow device installation and testing requirements
 - Monitor inspection and testing compliance
 - Maintenance of program to comply with all DNRE regulations
 - Incorporate data and addresses in UB under BSA Software Systems
- 2.5 MANAGEMENT REPORTS.** HDI will submit comprehensive management reports on a quarterly & annual basis to the Utility, which will include the following:
- Report format to include electronic updates and/or hard copy
 - Electronic reports will be available in a downloadable format
 - Number of facilities inspected
 - Number of facilities compliant/non-compliant
- 2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE.** HDI will review the current cross-connection control ordinance and cross-connection control plan. Items for review include:
- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
 - Re-inspection frequency for all facilities.
 - Backflow prevention assembly testing requirements.
- 2.7 VACUUM BREAKERS.** Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection.
- 2.8 PUBLIC RELATIONS PROGRAM.** HDI will continue to assist the Utility with a community wide public relations program including general awareness brochures and web site cross connection control program overview content and resources.

2.9 SUPPORT. HDI will provide ongoing support via phone, fax, internet or email for the contract period.

2.10 FACILITY TYPES. The facility types included in the program are as follows:

- Industrial
- Institutional
- Commercial
- Miscellaneous Water users

Complex Facilities. The primary responsibility of the water utility through the State of Michigan Cross-Connection Rules is to protect the public water supply distribution against the entrance of contaminants and/or pollutants. When the water utility is faced with a facility, (i.e., complex piping or potentially hazardous systems) whose internal piping system is difficult or too complex to follow or is subject to frequent unauthorized changes, service line protection or "containment" of the premises should be required. It is the responsibility of the owner of the property to provide adequate protection of the internal plumbing system from cross connections.

2.11 INSPECTION TERMS. HDI will perform **125** total inspections over a one (1) year contract period. The total inspections include all initial inspections, compliance and re-inspections.

2.12 COMPLIANCE WITH DEPARTMENT OF ENVIRONMENTAL QUALITY & MICHIGAN ADMINISTRATIVE CODE. HDI will assist in compliance with DEQ and Michigan Administrative Code cross connection control program requirements for all commercial, industrial, institutional and public authority facilities.

2.13 POLICY MANUAL. HDI will review the comprehensive cross connection control policy manual/plan.

2.14 INVENTORY. HDI shall inventory all accessible (ground level) backflow prevention assemblies and devices. Information for testable assemblies to include: location, size, make, model and serial number if applicable.

2.15 DATA MANAGEMENT. HDI shall provide data management and program notices for all inspection services throughout the contract period.

2.16 ANNUAL YEAR END REVIEW. HDI will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.

2.17 CROSS CONNECTION CONTROL BROCHURES. HDI will provide approximately 200 cross-connection control educational brochures annually.

2.18 INSURANCE. HDI will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the Utility as an additional insured if required.

ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HDI, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HDI has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative or undertakes the prosecution of any actions, claims, suits, administrative or arbitration proceedings, or investigations in connection with this agreement, the party receiving such notice or undertaking such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.
- 3.4 FACILITY LISTING.** The Utility must provide HDI a complete updated list of facilities to be inspected. Information to include facility name, address, contact person, and phone number, (if available).
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HDI with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

ARTICLE IV. Term

- 4.1 TERM AND TERMINATION TERM.** Services by HDI under this Agreement shall commence on September 1st, 2011 and end June 30, 2012 from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this agreement within 90 days of its receipt. Failure to execute this Agreement within the 90-day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this Agreement, HDI will continue to provide services as specified in this Agreement and the Agreement will automatically continue on a month-to-month basis at the same monthly contract dollar amount unless either party notifies the other in writing prior to sixty (60) calendar days before the end of this Agreement.
- 4.3 TERMINATION.** The Utility or HDI may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts of work performed by HDI.
- 4.4 BASE COMPENSATION.** From *September 1, 2011* the Utility shall pay HDI as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of **\$1,380.00** per month, **\$13,800.00** for a 10 month contract period totaling **\$13,800.00**.
- 4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HDI, all payments including base and other compensation shall be due and payable on the first day of each month (due date) for which services will be or have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this agreement. For any payment to HDI which is not made within thirty (30) calendar days after the due date, HDI shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility request and HDI consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the

Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HDI shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility, additional costs incurred in (a) treating Abnormal or Biological Toxic Materials; (b) disposing of process residue; (c) meeting new or changed government regulations or reporting requirements, including changed effluent or potable water standards which increase the cost of operating the Facilities; (d) arising from construction or modification of the Facilities, or (e) expenditures for Capital Improvement and Capital Repairs.

- 4.7 CLIENT CONFIDENTIALITY.** All communications between HDI and the Utility regarding business practices and other methods and forms of doing business will be considered confidential, subject to the requirements of the Freedom of Information Act.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES –** HDI personnel will not enter into confined spaces.

ARTICLE V. Risk Management

- 5.1 INFORMATION.** Both Parties to this agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping, complete accurate data is not always available.
- 5.2 INDEMNIFICATION.** HDI agrees to and shall hold the Utility, its elected and appointed officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by or arises from the sole negligence of HDI in the performance of its services under this Agreements. The Utility agrees to and shall hold HDI, its officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by, or arises from, the sole negligence of the Utility. In the event that both HDI and the Utility are found by a fact finder to be negligent and the negligence of both is a proximate cause of such claim for damage, then in such event each party shall be responsible for the portion of the liability equal to its comparative share of the total negligence. HDI's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not exceed or within the limits of the insurance coverage provided hereunder. HDI shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.
- 5.3 HDI INSURANCE.** HDI currently maintains the following insurance coverage's and limits:

	Occurrence	Aggregate
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HDI shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. These policies will be in effect at the time HDI takes possession of the Facilities. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

- 5.4 UTILITY INSURANCE.** The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this agreement. The Utility and HDI agree that with respect to insurance coverage carried by either party in connection with the Facilities, such insurance will provide for the waiver by the insurance carrier of any subrogation rights against the Utility or against HDI as the case may be.
- 5.5 RELATIONSHIP.** The relationship of HDI to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HDI shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.
- 5.6 ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HDI, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.
- 5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as an integral part of this Agreement.
- 5.8 WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 5.9 ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.
- 5.10 REIMBURSABLE EXPENSES.** For the purpose of this Agreement, employee reimbursable expenses shall comply with the published Federal guidelines.
- 5.11 FORCE MAJEURE.** A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.
- 5.12 AUTHORITY TO CONTRACT.** Each party warrants and represents that it has power authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.
- 5.13 GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by Monroe County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.

5.15 NOTICES. All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, telecopied or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HDI:

Hydro Designs, Inc.
c/o John Hudak
5700 Crooks Road, Ste. 100
Troy, MI 48098
(248) 250-5005
(248) 789-1789 fax

If to City:
Kevin Armstrong
Water Superintendent
City of Monroe
120 East First Street
Monroe, MI 48161

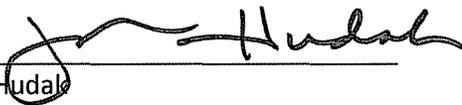
5.16 SEVERABILITY. Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

City of Monroe

By:
Its:

Hydro-Designs, Inc.



By: John Hudak
Its: President/COO



3406 Enterprise Avenue
Valparaiso, IN 46383

Phone: (800) 255-1521
Fax: (888) 531-2444

www.mesimpson.com

July 22, 2011

Mr. Kevin Armstrong
Water Distribution Superintendent
City of Monroe, Water Department
120 E. First Street
Monroe, Michigan 48161

Dear Mr. Armstrong,

This letter is being sent in response to the "Request for Bids" regarding Cross Connection Inspections for the City of Monroe. After careful consideration to all the details of the bid request the work described, our current workload prohibits us from submitting a formal bid. However, we ask to be kept on the city's list of potential bidders for other projects concerning the water distribution system.

Our services are designed to assist water utilities in the crucial areas of finding and preventing water loss as well as reduction in distribution maintenance costs while optimizing revenue for the water utility.

We appreciate the City of Monroe's sincere consideration and time in regards to this Cross Connection Inspection request. If there should be any further inquiries, please call us at 800.255.1521 or visit our website, www.mesimpson.com.

Sincerely yours

A handwritten signature in cursive script that reads "John H. Van Arsdel".

John H. Van Arsdel
Vice President
JHV/jph



Bold Ideas | Bold Solutions

August 8, 2011

Kevin Armstrong
City of Monroe
120 E 1st St
Monroe, MI 48161

RE: Cross-Connection Control Inspections

Dear Kevin,

Thank you for your consideration in performing the approximately 125 cross-connection control inspections for the City of Monroe. As you are aware, our company, Backflow Solutions, Inc (BSI) has an exceptional track record in the backflow industry. All our inspections are performed by our staff of licensed plumbers, each with 20+ years' experience in performing backflow related work.

Our cost to perform the 125 inspections for the City of Monroe would be: \$14,335.00.

Again, thank you for your consideration and we look forward to being of service to your community.

Sincerely,

Brad Stancampiano, Executive Vice President
Backflow Solutions, Inc



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: ARTHUR LESOW COMMUNITY CENTER (ALCC) LIGHTING UPGRADES AND MECHANICAL IMPROVEMENTS - REPORT ON BIDS RECEIVED

DISCUSSION: As a part of the 2010-11 Capital Improvements Program (CIP), the City Council funded a total of \$262,500 for the complete overhaul of the mechanical / ventilation, and electrical systems (including lighting) at the Arthur Lesow Community Center (ALCC), located at 120 Eastchester Street. This work was identified as a high-priority need in the Engineering Facility Evaluation study of the center that was completed in 2009. Since the center serves a large number of low-to-moderate income persons, it is eligible for funding through the City's annual Community Development Block Grant (CDBG) entitlement funding. As this work had always been intended to be a two-year endeavor, an additional \$225,000 was awarded as a part of the 2011-12 CIP, for a total of \$487,500 in allocated funding between the two years.

At the May 17, 2010 City Council meeting, a design contract for a "Not to Exceed" amount of \$45,225 was awarded to James S. Jacobs Architects, PLLC of Monroe, and this was intended to include the design costs for the first year of the project, but has fortunately covered most of the design cost for both years. Construction work already awarded in December 2010 and February 2011, and which is now essentially completed, incorporates all building ventilation system improvements, air conditioning of the community room / boxing area, and replacement of the electrical service panels and feeds with associated wiring to support all expected present and future upgrades. The two (2) awarded construction contracts totaled \$207,000, and while final costs are being tabulated, it is expected that they will not be much under this amount. The base bid work in the awarded amount of \$122,000 (including contingencies) was performed by Sieb Plumbing & Heating Co., whereas the "alternate 1" work, consisting of the air conditioning of the community room, was performed by Erie Welding & Mechanical Contractors, Inc. in the awarded amount of \$85,000. Both contractors completed their work satisfactorily.

Bid documents for the remaining work, which includes air conditioning of the office areas and a complete upgrade of all lighting systems throughout the building to more energy-efficient fixtures, were prepared by Jacobs Architects, bid through the Engineering Department, and lump sum bids were opened on August 3. There were four (4) bidders as follows, with the three (3) low bidders located within Monroe County:

Monroe Plumbing & Heating Co.	\$194,700.00
Sieb Plumbing & Heating, Inc.	\$195,536.00
Erie Welding & Mechanical Contractors, Inc.	\$207,000.00
Allied Building Service Company	\$296,500.00

An Engineer's Estimate was not prepared for the project, but the bids, including contingencies, appear to fall within the budgeted funding. Attached please find a summary of bids and a review of qualifications and subcontractors of the two (2) low bidders by Jacobs Architects for your information as well. While the architect raises the possibility that given the small spread between bidders, familiarity of the subcontractors of the second low bidder may prove an advantage, the low bidder is clearly responsible, and the Engineering Department would recommend awarding the bid to them. Since the Governor signed Senate Bill 165 into law on July 19, the City's Labor Harmony standards no longer apply, though the CDBG program requires the payment of minimum wages through the Federal Davis-Bacon Act, and these rates were included in the bid documents. It should be noted that a separate Fact Sheet is being presented for additional architectural services for both this project, and the Navarre Library lighting project. Also, due to the need to stay within the allocated budget, the normal 15% contingency is being reduced to 12% in this case.

IT IS RECOMMENDED that the City Council award a contract for Lighting Upgrades and Mechanical Improvements for the Arthur Lesow Community Center in the amount of \$194,700.00 to Monroe Plumbing & Heating Co., with \$218,000 encumbered to include a 12% 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: Bids are only good for forty-five days

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

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

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$482,225*
	Cost of This Project Approval	\$218,000**
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

*Includes \$45,225 expended for design for first phase, \$207,000 for construction for first phase, this project award, and \$12,000 in architectural fees for the remainder of this phase.

**Includes 15% contingency.

SOURCE OF FUNDS:	<u>City</u>	Account Number	Amount
	ALCC Mechanical Sys. Upgr.	401-95.265-975.000 11C02	\$218,000
	<u>Other Funds</u>		

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 08/09/11

REVIEWED BY:

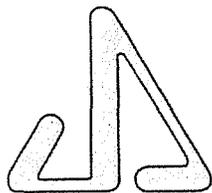


DATE:

COUNCIL MEETING DATE: August 15, 2011

LIGHTING UPGRADES AND MECHANICAL IMPROVEMENTS FOR CITY OF MONROE ARTHUR LESOW COMMUNITY CENTER - BID TABULATION

BID RANK	CONTRACTOR	LUMP SUM BID AMOUNT
1	MONROE PLUMBING & HEATING COMPANY	\$ 194,700.00
2	SIEB PLUMBING & HEATING, INC.	\$ 195,536.00
3	ERIE WELDING & MECHANICAL CONTRACTORS, INC.	\$ 207,000.00
4	ALLIED BUILDING SERVICE COMPANY	\$ 296,500.00



JAMES S. JACOBS ARCHITECTS, PLLC

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

August 8, 2011

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

Re: Project #201014-2 ALCC Recommendation for Award of Bid

Dear Pat,

Upon review of the bids obtained on August 3, 2011, we offer the following recommendation for you and the Council to consider.

Through phone interviews with the two apparent low bidders, we see no reason to not award to either.

Monroe Plumbing & Heating has listed sub-contractors for this project as follows:

Equip. & Controls	Wadsworth, Toledo
Insulation	Sussman, Perrysburg
Electrical	Brent Electric
General Contractor	Baseline Construction, Ann Arbor

Sieb Plumbing & Heating has listed sub-contractors for this project as follows:

Controls	Wadsworth, Toledo
Insulation	Toledo Mechanical Insulators (TMI), Toledo
Electrical	Staelgraeve Turner Electric, Monroe
General Contractor	Gratton Construction, Monroe

The primary difference between the two bidders is their sub-contractor list. I would be remiss in my duties if I didn't point out the fact that the higher of the two bidders, Sieb, is using sub-contractors who have already completed work in the base phase of this project (TMI, Staelgraeve & Gratton). Being that the bids are close and there is tie-in work, especially electrically, there could be some benefit to having the same entities involved to avoid potential conflict over warranty work, should it arise.

This is a choice you and council will need to make as I see no other reason to reject the lower bidder at this point.

Sincerely,
JAMES S. JACOBS ARCHITECTS, PLLC

James S. Jacobs, AIA



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: CONSULTANT SERVICES AWARD - ARTHUR LESOW COMMUNITY CENTER (ALCC) AND NAVARRE LIBRARY

DISCUSSION: As discussed in a separate Fact Sheet on this agenda, the City has funded a total of \$487,500 over the past two (2) years for the complete overhaul of the mechanical / ventilation, and electrical systems (including lighting) at the Arthur Lesow Community Center (ALCC). Also, for the 11-12 budget year, the City has also funded \$12,400 that was intended to pay for the upgrade to the lighting system at Navarre Library. Since both of these facilities serve a large number of low-to-moderate income persons, they are eligible for funding through the City's annual Community Development Block Grant (CDBG) entitlement funding.

At the May 17, 2010 City Council meeting, a design contract for a "Not to Exceed" amount of \$45,225 was awarded to James S. Jacobs Architects, PLLC of Monroe, and this was intended to include the design costs for the first of two years of the ALCC project, but has fortunately covered most of the design cost for both years, though this authorization has now been exceeded due to some unexpected contractor change order work on the present contracts. At the July 19, 2010 City Council meeting, a design and construction oversight contract was also awarded to Jacobs Architects in the amount of \$13,400 for various building upgrades to the Navarre Library. Fortunately, again, this has covered some of the professional services for preparation of the current lighting project for bidding thus far as well.

Bids for both the ALCC Lighting Upgrades and Mechanical Improvements project and the Navarre Library Lighting Modifications projects were opened on August 3, and the bid award for the ALCC project is recommended on a separate Fact Sheet on this agenda. Unfortunately, the Navarre Library work is substantially over the budgeted amount with a low bid of \$32,494.00, and we will be holding bids for at least another three (3) weeks to determine if funding can be shifted from other areas of the CDBG budget. If so, a recommendation to award the contract will be presented at the September 6 meeting.

Since both projects are approaching their construction phase, the Engineering Department requested that Jacobs Architects provide the City with revised fee proposals for the overage on the original contract, and remaining oversight costs on both the ALCC and Navarre Library projects. Their response has been attached with this Fact Sheet. In total, an additional \$12,000 is required on the ALCC project, and \$7,500 is required for the Navarre Library project. Both contracts would be "Not to Exceed", which means that as long as the scope of work does not change substantially, their actual time would be billed against this total, which would be capped for each project. For all phases of the ALCC project, the architectural fees, totaling \$57,225 if fully billed, would constitute 13.5% of the construction costs. For the much smaller Navarre Library project, these fees would constitute 23% of the construction costs. Certainly, the architectural fees for the ALCC project are within the normal range, and while the Navarre Library work is slightly higher than would be expected in general, for a relatively small project, given the fixed costs for required meetings and shop drawing review, they are still reasonable. Even though the bid for the Navarre Library work is not being awarded at this time, it is still appropriate to award the architectural contracts, since the City does have every intention of completing it as soon as funding allows.

IT IS RECOMMENDED that the City Council authorize additional work on a "Not to Exceed" basis as described in the attached documents to James S. Jacobs, PLLC, in the total amount of \$12,000 for the ALCC work, and \$7,500 for the Navarre Library work. **IT IS FURTHER RECOMMENDED** that the Director of Engineering and Public Services be authorized to issue purchase orders as appropriate.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: Some costs have already been expended, and the ALCC project will be underway shortly.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project (ALCC)	\$482,225*
Cost of Total Project (Navarre)	\$44,500**
Cost of This Project Approval (ALCC)	\$12,000
Cost of This Project Approval (Navarre)	\$7,500
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

*Includes \$45,225 expended for design for first phase, \$207,000 for construction for first phase, \$218,000 for construction for second phase, and \$12,000 in architectural fees for the remainder of this phase.

**Includes \$7,500 in design / oversight fees and \$37,000 in construction contract with contingencies.

SOURCE OF FUNDS:

<u>City</u>	<u>Account Number</u>	<u>Amount</u>
ALCC Mechanical Sys. Upgr.	401-95.265-975.000 11C02	\$12,000
Navarre Library Lighting Upgr.	401-95.265-818.020 12C05	\$7,500
<u>Other Funds</u>		

Budget Approval: _____

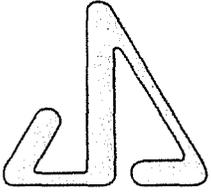
FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 08/09/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: August 15, 2011





JAMES S. JACOBS ARCHITECTS, PLLC

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

August 8, 2011

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

Re: E-mail Dated July 21st Request for Updated Fee Schedule

Pat,

We have enclosed three letters to address the individual points of your e-mail.

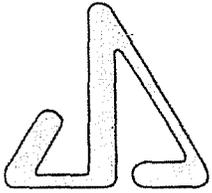
This is a compilation of the information.

Item #	Project#	Project	Proposed A/E Fee
1	201014-2	ALCC Current Bid	\$8,500.00
3	201011	Navarre Lighting	\$7,500.00
2	201014 &-1	\$45,225.00 Agreement	\$3,500.00

Hopefully, this helps to answer your question. Please contact me if we can be of further help.

Sincerely,
JAMES S. JACOBS ARCHITECTS, PLLC

James S. Jacobs, AIA



JAMES S. JACOBS ARCHITECTS, PLLC

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

August 8, 2011

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

Re: Project Navarre Lighting 201110 Invoice #25789 Dated July 1, 2011
Project ALCC 201014-2 Rebid Alt 2& 3 Invoice #25778 Dated July 1, 2011

Pat,

In response to the question in your e-mail dated, July 21st regarding copies of the two invoices enclosed and noted above, the following explanation may be helpful.

At a meeting with you and the City, it was decided to re-bid Alternates (2 & 3) which were originally part of Project 201014 and not selected for construction by the City at the time of the original bid process. Bidding for ALCC (Project 201014) was part of the original \$45,225 you address in your e-mail.

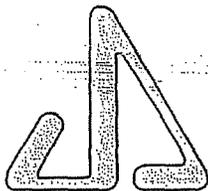
It was our understanding this work for the ALCC, rebid (201014-2) and Navarre Lighting (201110) would be additional services. We offer the following proposals.

Project #201014-2 ALCC rebid Alt#2 & Alt#3. We solicited proposals for this work from our engineering consultants, JDRM Engineering, Inc. (Mechanical & Electrical Engineers). Their proposed fee is a fixed fee of \$3,000.00 for ALCC Project 201014-2 and JSJA hourly NTE amount is \$5,500.00. Invoice #25778 details those expenses through the end of June. It is estimated the total NTE fee will be \$8,500.00. The fee also includes Construction Administration Services and As-Built Drawings for City records.

Project #201011 Navarre Lighting. We solicited proposals for this work from our engineering consultants, JDRM Engineering, Inc. (Mechanical & Electrical Engineers). Their proposed fee is a fixed fee of \$1,000.00 for Project 201110 and JSJA hourly NTE amount is \$6,500.00. Invoice #25789 details those expenses through the end of June. It is estimated the total NTE fee will be \$7,500.00. The fee also includes Construction Administration Services and As-Built Drawings for City records.

Sincerely,
JAMES S. JACOBS ARCHITECTS, PLLC

James S. Jacobs, AIA



JAMES S. JACOBS ARCHITECTS, PLLC

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

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

Invoice Number 25789
Dated July 1, 2011

Page 1

Proj Name: Navarre Library
Proj Code: 201110
Proj Desc: Navarre Library - Lighting Drawing Review

PO#:

COPY

For Professional Services through June 30, 2011

Principal	1.5	Hours	@	\$ 90.00	\$	135.00
Project Manager	1	Hours	@	\$ 75.00		75.00
Clerical	3	Hours	@	\$ 35.00		105.00
Architect	18.5	Hours	@	\$ 66.00		1,221.00

Total Professional Services \$ 1,536.00

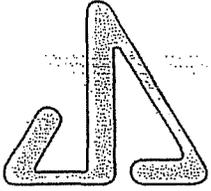
Reimbursable Expenses
Reproductions 40.00

Total Reimbursable Expenses \$ 40.00

Total Amount Due This Invoice \$ 1,576.00

STATEMENT OF ACCOUNT:

Prior Invoices	0.00
This Invoice	1,576.00
Credits	0.00
Payments	0.00
Balance on Account	1,576.00



JAMES S. JACOBS ARCHITECTS, PLLC

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

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

Invoice Number 25778
Dated July 1, 2011

Page 1

COPY

Proj Name: ALCC - Lighting
Proj Code: 201014-2
Proj Desc: ALCC - Lighting Re-Bid Alternates #2 & 3

PO#:

For Professional Services through June 30, 2011

Principal	2.75	Hours	@	\$ 90.00	\$	247.50	
Clerical	1	Hours	@	\$ 35.00		35.00	

Total Professional Services						\$	282.50

Reimbursable Expenses

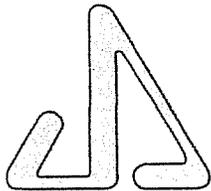
Mech/Elec Consultants 1,216.00

Total Reimbursable Expenses \$ 1,216.00

Total Amount Due This Invoice \$ 1,498.50

STATEMENT OF ACCOUNT:

Prior Invoices	0.00
This Invoice	1,498.50
Credits	0.00
Payments	0.00
Balance on Account	1,498.50



JAMES S. JACOBS ARCHITECTS, PLLC

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

August 8, 2011

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

Re: Projects 201014 & 201014-1 ALCC Mechanical Replacement & Rebid Alt #1

Pat,

In response to the question in your e-mail dated, July 21st requesting an estimate/proposal for services beyond those already expended under the design and construction management amount of \$45,225.00, we would like to request a Change Order of \$3,500.00. The additional fee includes Construction Administration Services which were required in addition to the original proposal, services required due to the work associated with the fencing and As-Built Drawings for City records.

We have enclosed a spreadsheet dated July 1st detailing the additional hourly services and reimbursable expenses incurred during the month of June and invoiced July 1st. Architectural services for June were \$1,252.50. There is still \$102.50 remaining to be invoiced for JDRM under the \$45,225.00 Agreement.

Services would be invoiced hourly in accordance with the attached current hourly rate schedule not to exceed three thousand (\$3,500.00) dollars. It is anticipated the work should be completed by the end of August.

Hopefully, this helps to answer your question. Please contact me if we can be of further help.

Sincerely,
JAMES S. JACOBS ARCHITECTS, PLLC

James S. Jacobs, AIA

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

July 1, 2011

Pat,

With the re-bid of the ALCC Project #201014, we decided to add a dash number for both the City and us to track the time allocated to the re-bidding of Alternate #1. We assigned Project # 201014-1 to the re-bid of Alternate #1.

In order to track the invoices for both projects back to the original not to exceed hourly fee, we have put together the following spreadsheet which, hopefully, explains where the fees stand to date.

If you have questions, please contact me.

Valerie Johnson

City of Monroe

ALCC – Mechanical Replacement Project # 201014 & 291914-1 (Re-Bid Alternate #1)

N.T.E \$45,225.00 + Reimbursables

Date: 07-01-11

Project #	Date	Invoice #	Architectural	Engineers	Reimbursables	Invoice Total
201014	08-01-10	25599	598.50	0.00	5.50	604.00
	09-01-10	25617	1486.25	15109.00	36.00	16631.25
	10-01-10	25640	830.25	6153.00	17.18	7000.43
	11-01-10	25659	4208.50	0.00	180.00	4388.50
	12-01-10	25671	2211.50	1860.000	0.00	4071.50
	01-01-11	25684	518.50	0.00	120.00	638.50
	02-01-11	25697	226.00	0.00	1.35	227.35
	03-01-11	25710	368.50	0.00	0.00	368.50
	04-01-11	25731	635.00	0.00	0.00	635.00
	05-01-11	25742	390.50	6960.50	0.00	7351.00
	06-01-11	25755	212.00	0.00	1.21	213.21
201014-1	01-01-11	25685	1746.50	0.00	54.00	1800.50
	02-01-11	25698	203.50	0.00	0.00	203.50
	03-01-11	25711	113.00	0.00	0.00	113.00
	04-01-11	25732	927.50	0.00	5.61	933.11
	05-01-11	25743	324.25	0.00	0.00	324.25
	06-01-11	25756	39.75	0.00	0.00	39.75
	Totals		15040.00	30082.50	420.85	45543.35
Total A/E	NTE	Architect & Engineer Services				Invoice Total
	45225.00	45122.50 + RE 420.85				45543.35
Balance JDRMFee to be Inv'd Aug 1st			102.50			
			45225.00			
201014	07-01-11	25776	530.50	0.00	113.17	643.67
201014-1	07-01-11	25777	722.00	0.00	1.21	723.21
Add'l Architect Services			1252.50	0.00	114.38	1366.88

HOURLY FEE SCHEDULE

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

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



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: VETERANS PARK ACCESS TO RECREATION GRANT ACCEPTANCE AND CHANGE ORDER
AWARD

DISCUSSION: The Engineering and Recreation Departments have been working with the Community Foundation of Monroe County on grant funding to expand upon the previous improvements to Veterans' Park under the Access to Recreation program, which provides for enhanced access to users of all abilities. This phase of the grant program will enhance accessibility exceeding the Americans with Disabilities Act (ADA) to the existing riverwalk, restrooms, and parking areas, and will install a fully accessible music unit with chimes, bells, and horns on a concrete pad. Two (2) new concrete pathways will be installed between the parking lot and riverwalk, and some additional spurs will connect to some of the picnic table pads and the picnic shelter on the west side of the property.

Per the attached letter, the Community Foundation has notified the City that they have \$20,000 available for the City's use for the above improvements. They have provided the City with a grant agreement for approval, which is also attached along with a breakdown of the line item costs. It is planned that the City would pay the contractors and vendors for any work undertaken, and the Community Foundation would reimburse all costs up to \$20,000, less \$310 in administrative costs that they will be charging against the grant themselves. Provisions have been made within the grant for the Engineering staff to charge against the grant for any necessary survey and inspection costs, up to \$1,500, and the City can secure contractors and vendors to perform the remaining aspects of the work per our normal purchasing procedures. Mounting of the musical unit would be performed by the Department of Public Services personnel at City cost, and it is not expected that this will take more than one working day.

In anticipation of the possibility of this funding being granted, the Engineering Department provided within both the 2011 Sidewalk Replacement Program and 2011 Concrete Paving Program contracts that a change order may be issued for the Veterans' Park work to those contracts, and given the small amount of work, this is still the most advantageous option to the City. The unit prices for the two contracts for the concrete installation are nearly identical, but only the 2011 Sidewalk Replacement Program has a line item for subgrade preparation for new walk that can be readily applied in this case, and this work is the most similar to that contract. Therefore, we are recommending that a Change Order at the contract unit prices in the amount of up to \$12,879 (as delineated in the first three items of the attached grant budget) be awarded to G.V. Cement Contracting Co. of Brownstown, Michigan. Also, approval for the purchase of the musical unit is being sought, and we are recommending that \$4,790 be authorized for the purchase per the attached quotation sheets. It should be noted that this amount is less than the original quote of \$5,322 delineated in the grant, so leftover monies could be used for related and supporting items within Veterans' Park. It is expected that all work will be completed in Fall 2011.

IT IS RECOMMENDED that the Access to Recreation grant through the Community Foundation of Monroe County be accepted, and that the Mayor be authorized to execute the grant agreement on behalf of the City. **IT IS FURTHER RECOMMENDED** that a change order to the 2011 Sidewalk Replacement Program in the amount of \$12,879 be awarded to G.V. Cement Contracting Co. the Director of Engineering and Public Services be authorized to execute it on behalf of the City. **IT IS FURTHER RECOMMENDED** that \$4,790 be authorized for the purchase of a musical unit from Playworld Midstates of Holland, Michigan. **IT IS FINALLY RECOMMENDED** that any remaining funds within the grant allocation be appropriated for related items as determined by staff, or applied to contingencies of any of the awarded work activities.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: Work needs to occur this Fall, musical unit cannot be ordered until grant has been accepted.

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, Recreation Department, disabled users, park users at large

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$19,690*
	Cost of This Project Approval	\$19,690*
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

*All project costs delineated in this fact sheet will be covered by the grant funds.

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	<u>Other Funds</u>		
	Community Foundation of Monroe County		\$19,690

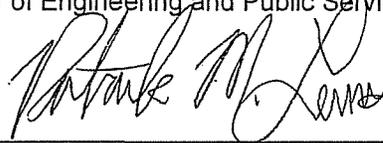
Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 08/10/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: August 15, 2011



July 14, 2011

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

Dear Mr. Lewis,

I am pleased to tell you that at its recent meeting, the Board of Directors of the Foundation approved a grant of up to \$20,000.00 for the Veterans Park project based on the attached budget and the recommendation from the Access to Recreation Committee. This grant was made available from the Access to Recreation Fund.

The period for which these funds are granted extends from July 2011 to February 2012. Payment will be made at the completion of the project and upon receiving the signed Agreement of Donee.

This grant and notice of approval are subject to your performance of the terms and conditions as outlined in the attached copy of "AGREEMENT OF DONEE". Grant funds may be spent only for the purposes granted.

The foundation will expect to receive from you an acknowledgment of your acceptance of this grant and receipts prior to disbursement of funds.

We wish you well with your program.

Sincerely,

Kathleen Russeau
Executive Director

KR/ms

Enc.

AGREEMENT OF DONEE*

As a condition of a total grant of \$20,000.00 from the Access to Recreation fund, for the Veterans Park project, the undersigned agrees:

1. To submit the Grant Report Form, provided, within one year and any progress reports of activities carried on under the grant, evaluation of what the grant accomplished, any marketing materials naming the grant, and complete financial reports detailing use of the grant funds.
2. To use the funds only for the designated purpose and not to use the funds for any purpose prohibited by law, including those purposes specified in Section 4945 of the Internal Revenue Code.
3. To permit the Foundation, at its request, to have complete access to the grantee's files and records for the purpose of the making such financial audits, verifications, and investigations as it deems necessary concerning the law.
4. That the total amount of the grant, or of any payment thereof, may be discontinued, modified or withheld at any time when, in judgment of the Foundation, such action is necessary to comply with requirements of the law.
5. The funds will be provided when this document is signed and upon completion of the project with accounting summary.

The City of Monroe

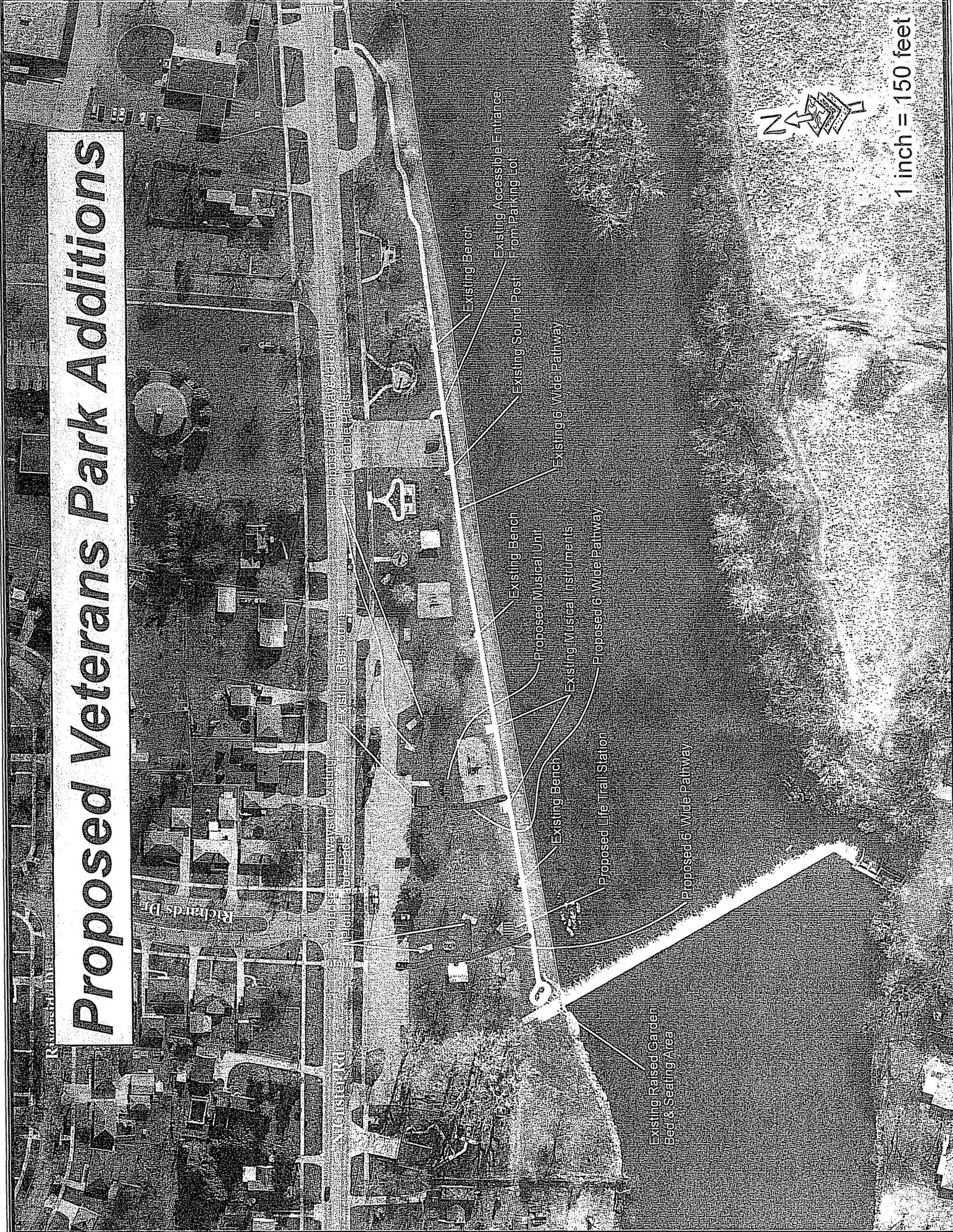
By _____

Title _____

*Please contact the Foundation before or after the agreement is signed with any questions you may have about the period covered by the grant, the schedule for grant payments, the schedule of reports required or the desired format for progress and financial reports. Adjustments to grant periods and uses of Foundation funds are possible but may require approval by the Foundation Board of Directors. ***One signed copy of this Agreement of Donee must be returned to the Foundation before payment can be made. The second copy is for your files.***

Donee Agr.

Proposed Veterans Park Additions



Richards Dr

Riverside Dr

Proposed Pathway to Existing Picnic Tables

Existing Restroom

Proposed Pathway to Existing Picnic Tables

Existing Bench

Existing Accessible Entrance From Parking Lot

Existing Sound Post

Existing 6' Wide Pathway

Existing Bench

Proposed Musical Unit

Existing Musical Instruments

Proposed 6' Wide Pathway

Existing Bench

Proposed Life Trail Station

Proposed 6' Wide Pathway

Existing Raised Garden Bed & Seating Area



1 inch = 150 feet

**Access to Recreation Project
Budget
Community Foundation of Monroe County**

Budget Request	Amount
Recreation Projects	
6" Concrete paths, 6' wide by 325 lft = 1950 sft @ \$4.50 / sft	\$8,775
Miscellaneous concrete paths to picnic tables (420 sft @\$4.50 / sft)	\$1,890
1 concrete pad for musical unit, 492 sq ft @ \$4.50 / sft	\$2,214
1 Musical Unit (less drums)	\$5,322
Project Inspection, Survey Layout (25 hrs. @\$60.00 / hr)	\$1,500
Mounting of units and labor for entire project donated by the City of Monroe as in kind donation	\$0
Striping and signage in kind donated by the City of Monroe	\$0
Administration	\$310
Total:	\$20,011



Monroe Rec Dep't. - Musical Structure Quote

P.O./Quote No: 080811-CSK5

Proposal Date: 8/8/2011

Sales Rep: **Jim Kennedy**

Sales Rep Phone #: **800-782-0611 TOLL FREE**

Sales Rep Fax #: **1-586-228-9391**

All Purchase orders/Contracts and Checks in care of:
Playworld Midstates
 2127 112th Avenue, Holland, MI 49424-9609
 Note: End Customer purchase order **MUST** accompany this order.

Bill To:

Ship To:

Name: Monroe Recreation Department	Name: Monroe Recreation Department
Address: 120 E. First Street	Address: 120 E. First Street
Address: Monroe, Michigan 48161	Address: Monroe, Michigan 48161 Monroe County
Contact: Loretta LaPointe, Interim Rec. Superintendent	Contact: Loretta LaPointe, Interim Rec. Superintendent
Phone: 734-384-9193 Cell# 734-344-9069	Phone: 734-384-9193 Cell# 734-344-9069
Fax: 734-243-8683 loretta.lapointe@monroemi.gov	Fax: 734-243-8683 loretta.lapointe@monroemi.gov

Qty	Product #'s	Description / Colors	Unit Cost	Unit Freight	Unit Installation	Total
		MUSICAL PLAYGROUND STRUCTURE				
1	Monroe-Music2	Explorers Structure w/8 Music	\$5,322.00	\$200.00	By Owner	\$5,522.00
		Play Events for 12 Users				
		SITE PREP: 375' SQ PLAY AREA, per Drawing				By Owner
Subtotal:						\$ 5,522.00
Less Playworld "In-Kind Monies":						\$ 732.00
Equipment, Materials, Freight & Installation						Grand Total: \$ 4,790.00

We propose hereby to furnish materials and/or labor, in complete accordance with above specifications

for the sum of FOUR THOUSAND SEVEN HUNDRED NINETY AND 00/100 dollars.

Note: This proposal may be withdrawn by us, if not accepted by: OCTOBER 8, 2011.

Payments to be made as follows:
Checks payable to:

Playworld Midstates
 2127 112th Avenue
 Holland, MI 49424

Customer is responsible for unloading, counting & properly signing the bill of lading when equipment is delivered. Customer is responsible for storage until installation. All material is guaranteed to be as specified.

All work to be completed in a workman-like manner, according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be done only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be as outlined below. Past due accounts subject to 1 1/2% month charge and legal fees associated with collection.

Terms & Conditions: Terms are 50% deposit on equipment with order. Payment is due net 10 days upon completion.

Acceptance by Playworld Midstates' Representative:

Required Signature: JIM KENNEDY

Signature: _____
 Customer

Printed Name: _____
 Customer

Notes:

1. Equipment prices are itemized for freight.
2. Installation is NOT included in this quote. Installation would cost \$1330.00, so this amount should be counted toward grant-matching.
3. Musical panels have no elevated play surfaces, so they DO NOT REQUIRE SAFETY SURFACING.
4. If receiving goods, sign Bill of Lading, using PW Checklist to make sure that all items are received.
5. You will need several people to unload all items and store them securely until installation.
6. If any packages arrive with damages, REFUSE DELIVERY OF THESE ITEMS and note refusal on Bill of Lading.

See attached sheet for all applicable notes

Monroe Rec Dept - Musical Unit

Design Number: Monroe-Musical - Compliance and Technical Data

Reference Document: ASTM F1487-07

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
1	ZZEX0376	6	82in POST w/CROWN CAP	Certified	122.16			45	0	3.00	0.78	0
2	ZZEX4409	1	ACCESSIBLE BELL PANEL	Certified	22.40			253	1	0.50	0.00	1
3	ZZEX4556	1	7in BELL (POST MOUNT)	Certified	4.00			28	1	0.25	0.00	1
4	ZZEX4559	1	10in BELL (POST MOUNT)	Certified	6.20			35	1	0.25	0.00	1
5	ZZEX4587	1	DRUM PANEL (GROUND LEVEL)	Certified	45.08			484	2	1.00	0.00	1
6	ZZEX4589	1	BELL PANEL (GROUND LEVEL)	Certified	47.00			430	2	1.00	0.00	1
7	ZZEX4607	1	CHIME PANEL (GROUND LEVEL)	Certified	52.44			457	2	1.00	0.00	1
8	ZZEX4608	1	CHIME BANNER	Certified	25.66			270	1	0.75	0.00	1
9	ZZEX4611	1	HORN PANEL GROUND LEVEL	Certified	43.58			537	2	1.00	0.00	1
10	ZZEXGUID	1	EXPLORER GUIDELINES	N/A	0.00			1	0	0.25	0.00	0
11	ZZUN9910	1	SURFACING WARNING LABEL KIT	Certified	0.05			1	0	0.25	0.00	0
12	ZZUN9936	1	MAINTENANCE BOOK	N/A	1.00			TBD	0	0.25	0.00	0
13	ZZUN9990	1	TOOL AND ADDITIONAL PARTS KIT W/AEROSOL	N/A	3.46			85	0	0.25	0.00	0
Totals:					373.03	96	93	2,625	12	9.75	0.78	8
					167.86 Kg	43 Kg	42 Kg	3 Metric Tons			0.59 m3	



Monroe Rec Dept - Musical Unit

Design Number: Monroe-Musical - Compliance and Technical Data

Reference Document: ASTM F1487-07

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
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ASTM F1487-07

The lay-out for this custom playscape, design number Monroe-Musical, has been configured to meet the requirements of the ASTM F1487-07 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487-07 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, www.ipema.org. In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.

Americans with Disabilities Act Accessibility Guidelines (ADAAG)

The lay-out was also designed to meet the ADAAG published 23-July-2004, by the United States Access Board who installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.

Installation Times

Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]

Carbon Footprint

The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas emissions in services and goods throughout their entire life cycle.

Pre-Consumer Recycle Content

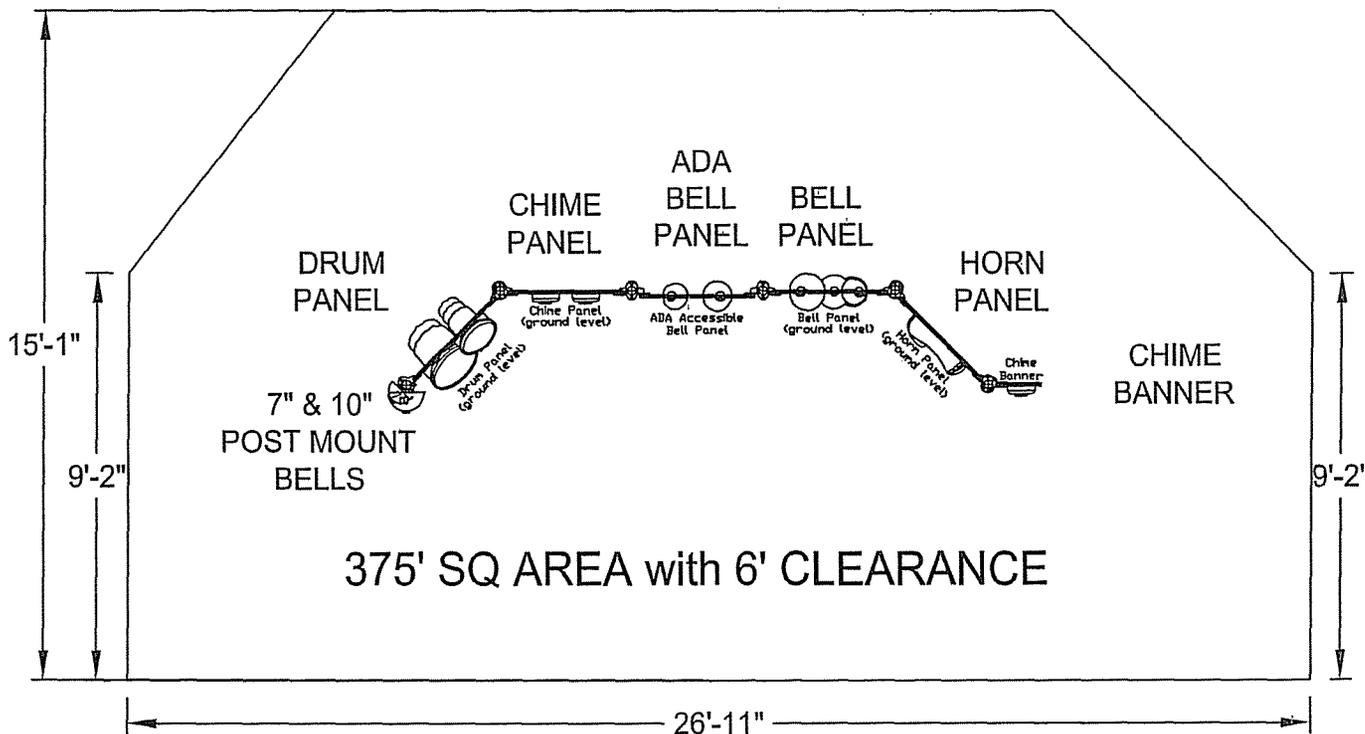
A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.

Post-Consumer Recycle Content

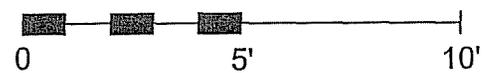
A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. **20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product.

** The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.





- Tools & Additional Parts Kit
- Steel Systems Surface Warning Label Kit
- Maintenance Book
- EXPLORERS General Guide





CITY COUNCIL AGENDA FACT SHEET

RELATING TO: AMERICAN HEART ASSOCIATION MONROE HEART CHASE

DISCUSSION: The City received a request from the American Heart Association Youth Marketing Director Brittany Merritt for permission to hold the 1st ever Monroe Heart Chase to raise awareness and help raise money for heart disease on October 1, 2011, and to waive all fees. Specifically the request is to use St. Mary's Park, Loranger Square, and use of city sidewalks for the walk on streets bounded by East First, East Front, North Telegraph, East Elm, and North Macomb from 9:00 a.m. – 12 noon.

The request was reviewed by the administrative staff and there were no objections to the request subject to completion of all park permits, special event application and that all insurance requirements are met.

DPS has no objections to event and since event occurs on sidewalks and not in the street, there does not appear to be any need for barricading.

The police department has no objections to the request as detailed. The shifts will make periodic checks on this event during their patrols.

Permission to use the Loranger Square pavilion has been obtained through the County of Monroe.

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 in accordance with City Council adopted policy, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION:

For

Against

REASON AGAINST: N/A

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Fire, DPS, Police, Finance, and Building

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: _____

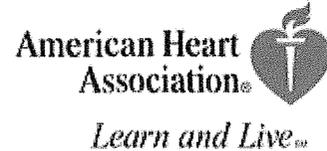
FACT SHEET PREPARED BY: City Manager's Office

DATE: 8/8/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 8/15/11



American Heart Association
Brittany Merritt
24445 Northwestern Hwy Ste. 100
Southfield, MI 48075
July 27, 2011

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

Dear Mayor Clark & Monroe City Council:

On behalf of the American Heart Association we thank you for your warm welcome and helpful guidance regarding the upcoming Monroe Heart Chase. We are ecstatic to be partnering with the City of Monroe. This letter is a request to waive all fees associated with utilizing St. Mary's Park, Loranger Square, and any downtown location used for checkpoints on October 1st 2011.

We would not disrupt parking during our Heart Chase event. We would use the city trash for disposal of any food or waste. The American Heart Association does have blanket liability coverage for volunteers and municipalities involved in events of this nature. Proof of liability can be provided upon request. We intend for this event to be held on city streets bounded by East First, East Front, North Telegraph, East Elm, and North Macomb. We are close to finalizing our route for participants on October 1st. Once we have a route completed we will provide it to you.

If you need any additional information, my contact information is listed below.

In good health,

Brittany Merritt

A handwritten signature in cursive script that reads "Brittany Merritt".

Youth Marketing Director
American Heart Association
Cell: 734-834-9015
brittany.merritt@heart.org

RECEIVED

JUL 29 2011

MAYOR'S OFFICE

OFFICE USE ONLY

Invoice # _____

Date Paid _____

Initials _____

R. _____ NR _____

MONROE PARKS & RECREATION

734-384-9156 www.monroemi.gov

120 East First Street, Monroe, MI 48161

FAX: 734-384-9108 TDD: 734-243-2338

243-8683

FACILITY USE PERMIT



DATE OF APPLICATION: _____

This application is for use of open space and facilities located within city park boundaries only and may require a Special Event Permit and be subject to approval by the Monroe City Council. Special uses of the parks or other public property (i.e. monument, boulevard, street, alley, parking lot, sidewalk, right of way, historical marker) be requested in writing to the Monroe City Council at least two (2) months prior to date of proposed event/activity to allow ample time for review by city staff and the Monroe City Council. Special Event Permits are available through the City of Monroe Planning Department.

THE CITY OF MONROE RESERVES THE RIGHT TO GRANT OR CANCEL PERMITS AT ANYTIME. PLEASE NOTIFY MONROE PARKS AND RECREATION IF YOU NO LONGER WISH TO USE FACILITY RESERVED. GROUPS MUST VACATE THE FACILITY BY THE END OF THE TIME STATED ON PERMIT.

This permit is governed by the Park Use Policy Rules and Regulations (Enforcement: Under City Ordinance #95-017)

PRESS FIRMLY - TYPE OR PRINT CLEARLY

PARK St. Mary Park Loranger Circle Shelter Bandshell Other: _____
Pavilion

Purpose Community Event Number of People TBD

Date of Activity October 1, 2011 Time: 8:30 (am) / pm to 12:00 am (pm)

Person Applying Brittany Merritt
 Home Address 1870 Briar Ridge Drive
 City Ann Arbor State MI Zip 48108
 Day Phone (734) 834-9015 Eve: " "

Organization American Heart Association
 Organization Address 24445 Northwestern Hwy
 City Southfield State MI Zip 48075
 Day Phone (734) 834-9015 Eve: " "

St. 100

I certify that I am at least 18 years of age and an authorized representative of the agency/group making application for use of park facilities. I accept full responsibility for the orderly conduct of the persons who attend the function and for any damage to park property and assume all responsibilities for damage to persons who are part of the group and hold the City of Monroe harmless in the event any injury claim or judgement is filed against said city.

Fee/Deposit: _____ Print Applicant's Name: Brittany Merritt - American Heart Association
 Drivers Lic. # _____ Applicant's Signature: Brittany Merritt - American Heart Association
 10/10/11

WHITE copy to Applicant
 YELLOW copy to Police Department
 PINK copy to Recreation

Given copy of Park Rules: Yes _____ No _____ and
 Facility Rental Info: yes _____ no _____

Recreation Department Approval

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

Name of Applicant (Organization): American Heart Association

Contact Person: Brittany Merritt

Address: 24445 Northwestern Hwy Ste. 100 Southfield, MI 48075

Phone: (734) 834-9015 **Fax:** (248) 827-4234

Dates Requested: October 1, 2011

Location Requested: City Park Private Property Public Property

PROJECT LOCATION (Address): _____

PROPERTY OWNER INFORMATION

Name: St. Mary's Park & Lorange Square

Address: _____

Phone: _____ **Fax:** _____

EVENT DESCRIPTION:

The Monroe Heart Chase is a community wide event raising awareness & helping raise money for heart disease. (See attached letter)

TYPE OF BUSINESS ON SITE: _____

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

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

OWNER: _____ **DATE:** _____

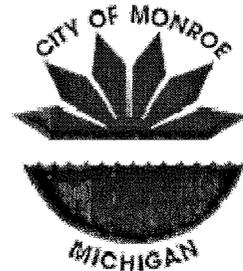
APPLICANT: Brittany Merritt -AHA **DATE:** 7/24/11

Permit Contract

Help

City of Monroe
 120 E First Street
 Monroe, MI 48161
 Phone: (734) 384-9156
 FAX: (734) 243-8683
 Email: Recreation@monroemi.gov

Permit #1044, Approved
 Jul 18, 2011 4:29 PM



Company: Recreation
 120 East First Street
 Monroe, MI 48161

Agent: Michele Rinne
 Email: michele.rinne@monroemi.gov

Customer Type: Internal Use
 Prepared By: Michele Rinne

Work: (734) 384-9156 Home: (734) 457-5084

Charges	Taxes	Discounts	Total Charges	Total Payments	Refunds	Balance
\$0	\$0	\$0	\$0	\$0	\$0	\$0

RESERVATIONS

Event	Resource	Center	Notes
Heart Chase - American Heart Association Type: Internal Use Only Attend/Qty: 0	Picnic Shelter St. Marys	St. Mary's Park 111 W. Elm Ave. Monroe, MI 48162	If a holiday falls during the week, the weekend rate applies for the holiday. If you are a Chaitable/Non-Profit Organization or Civic/Community Groups -Permit fees and rental fees for City Facilities will qualify for a 50% reduction in the customary charges. Proof of status is required and applications must be made in person at the Recreation Department.
Days Requested	Event Begins	Duration	Event Ends
Day	Date		
Saturday	Oct 1, 2011	7:00 AM	15 hours
			Oct 1, 2011 at 10:00 PM
		Summary	Notes
Total Number of Dates: 1			--
Total Time: 15 hours			

RESERVATIONS

Event	Resource	Center	Notes
Heart Chase - American Heart Association Type: Internal Use Only Attend/Qty: 0	St. Marys Band Shell	St. Mary's Park 111 W. Elm Ave. Monroe, MI 48162	Please Note: This is only a reservation request. The permit is not valid until it is approved by the City of Monroe. If a holiday falls during the week, the weekend rate applies for the holiday. If you are a Chaitable/Non-Profit Organization or

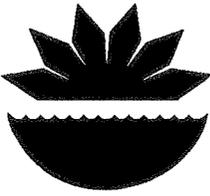
Civic/Community Groups -Permit fees and rental fees for City Facilities will qualify for a 50% reduction in the customary charges. Proof of status is required.

Days Requested		Event Begins	Duration	Event Ends	Notes
Day	Date				
Saturday	Oct 1, 2011	7:00 AM	15 hours	Oct 1, 2011 at 10:00 PM	
Summary					
Total Number of Dates: 1					--
Total Time: 15 hours					

DISCLAIMERS

Permit invalid if maintenance work is necessary on the facility.

Permits are not valid until all of the required documents are submitted to the City of Monroe. This permit is only valid for the selected dates above.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: PATROL OFFICERS

DISCUSSION: The City of Monroe and the Police Officers Association of Michigan (representing the patrol officers) have reached a tentative agreement.

The highlights of the tentative agreement (which will be incorporated in the final draft of the contract) along with a financial analysis is attached.

Pending a favorable ratification vote by the POAM/Police Officers, I wish to recommend that City Council approve the POAM/Police Officers 2011 - 2014 Collective Bargaining Agreement.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: August 15, 2011

REASON FOR DEADLINE: Expired Collective Bargaining Agreement

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Peggy A. Howard, Human Resources Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Patrol Officers

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project

SEE FINANCIAL ANALYSIS ATTACHED

Cost of This Project Approval

\$ N/A

Related Annual Operating Cost

\$ N/A

Increased Revenue Expected/Year

\$ N/A

SOURCE OF FUNDS:

City
Amount

Account

Number

\$ 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: Peggy A. Howard, Human Resources Director



DATE: 8/12/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 8/15/11

Summary of Tentative Agreement
Between
The City of Monroe and the
Public Safety Officers/Police Officers
August 11, 2011

1. Duration: 8/15/11 – 12/31/14

2. Wage Increases for Public Safety Officers:

8/15/11 – 12/31/11 – 0%
1/01/12 – 12/31/12 – 0%
1/01/13 – 12/31/13 – 0%
1/01/14 – 06/30/14 – 0%
7/01/14 – 12/31/14 – 2%

3. Wage Decreases for Police Officers:

9/25/11 – 12/31/11 – 2% reduction
1/01/12 – 12/31/12 – 2% reduction
1/01/13 – 12/31/13 – 2% reduction
1/01/14 – 12/31/14 – 2% reduction

On or before September 15, 2011, all Police Officers not previously allowed to enroll in Firefighter I & II training shall state whether they desire to enroll in the training program commencing November 2011. Upon enrollment in the Firefighter I & II training, those police officers will be reclassified as PSO I and continue to receive their current wages (see Appendix A of the parties' current Agreement.) Effective on the date of their certification, police officers will be reclassified as PSO II and receive the wage adjustment referenced in the parties' September 7, 2010 Letter of Understanding. Those who do not enroll in the Firefighter I & II training shall remain as police officers and have their base hourly rate reduced by 2% effective 9/25/11. Those who have been classified as PSO I and do not obtain their certification by May 1, 2012 (or who otherwise terminate from the training program) shall have their base hourly rate of pay reduced by 2% and shall be reclassified as Police Officers.

The parties' recognize that there will be one employee who will be on a leave of absence during a significant period of the November 2011 through March 2012 training program. It is therefore agreed that the employee will be reclassified as a PSO I so long as the employee provides written notification to the Employer, on or before September 15, 2011, requesting to enroll in Firefighter I & II training during the period November 2012 through March 2013.

4. Health & Dental Insurance:

Effective January 1, 2012, all employees shall be provided the health and dental coverage set forth in Attachment 1.

5. Retirement:

Effective August 15, 2011, the minimum retirement age for new hires shall be 55 years of age and 25 years of service. They shall also receive a multiplier of 2% for the first fifteen (15) years of service and 2.25% for all years thereafter. Effective August 15, 2011, the final average compensation for all new hires will include base wages only. The COLA for new hires will be 2% or CPI, whichever is lower.

Effective August 15, 2011, the final average compensation for all current employees will be modified to cap overtime compensation at 200 hours.

6. Retiree Health Care:

Effective 1/01/13, all current employees shall be required to contribute 3% of the City's average base wage to the City's Retiree Health Care Fund.

7. Detective Bureau Vacancies: See Attachment 2.

8. Article 12 – Compensation: See Attachment 3.

9. Early Retirement Incentive: Members of the bargaining unit who are 65 years or older with over 23 years of service will receive a lump sum payment of \$13,500 if they retire between the date of ratification by both parties and April 30, 2012.

10. Compensatory Time Off: In lieu of overtime compensation, members of the bargaining unit will be permitted to accrue up to 60 hours of compensatory time. Compensatory must be scheduled and approved by management and may not be taken at times which would cause the department to incur overtime.

11. Letters of Understanding: The Employer will incorporate all current Letters of Understandings into the collective bargaining agreement.

ATTACHMENT 1

For employees hired prior to August 15, 2011

ANNUAL PREMIUM		***			
MEDICAL/ PRESCRIPT.	DENTAL	E'ER CONTR.	GROSS E'ER COST	E'EE CONTR.	NET EMPLOYER COST

COST OF PROPOSED PLANS THROUGH DECEMBER 31, 2011--FOR ILLUSTRATED PURPOSES ONLY

CURRENT REVISED PPO6

13.00%

Employee	5,087.52	290.88		5,378.40	(699.19)	4,679.21	CURRENT PPO6 WITH PRESCRIPTION
Employee / Spouse	12,071.04	539.16		12,610.20	(1,639.33)	10,970.87	CO-PAY CHANGED TO \$10/\$60 AND
Employee / (Child(ren))	11,140.20	539.16		11,679.36	(1,518.32)	10,161.04	EMPLOYEE CONTRIBUTION OF 13%
Family	15,914.64	1,048.32		16,962.96	(2,205.18)	14,757.78	

Employee Contribution Percentage increases to 16% January 1, 2014

NEW PPO6

5.00%

Employee	4,638.00	290.88		4,928.88	(246.44)	4,682.44	PPO6 WITH \$500/\$1000 DEDUCTIBLE
Employee / Spouse	10,992.12	539.16		11,531.28	(576.56)	10,954.72	80/20 CO-PAY TO \$1,500/3000 AND
Employee / (Child(ren))	10,144.56	539.16		10,683.72	(534.19)	10,149.53	\$10/60 PRESCRIPTION CO-PAY
Family	14,492.16	1,048.32		15,540.48	(777.02)	14,763.46	EMPLOYEE CONTRIBUTION = 5%

Employee Contribution Percentage increases to 8% January 1, 2014

HSA/HDHP

Employee	4,015.32	290.88	350.00	4,656.20	-	4,656.20	CURRENT HDHP/HSA WITH ADDITION
Employee / Spouse	9,636.84	539.16	800.00	10,976.00	-	10,976.00	OF \$10/60 PRESCRIPTION AFTER
Employee / (Child(ren))	8,893.80	539.16	800.00	10,232.96	-	10,232.96	DEDUCTIBLE AND REVISED CONTRIBUTION
Family	12,705.36	1,048.32	1,000.00	14,753.68	-	14,753.68	BY CITY TO HEALTH SAVINGS ACCOUNT

Employer contribution changes to \$200 Employee, \$500 Employee/Spouse & Employee/Children, and \$650 Family January 1, 2014

*** - Employee contribution amounts change annually based upon change in illustrated rates provided by insurance carrier

ATTACHMENT 1

For employees hired on or after August 15, 2011

ANNUAL PREMIUM		***			
MEDICAL/ PRESCRIPT.	DENTAL	E'ER CONTR.	GROSS E'ER COST	E'EE CONTR.	NET EMPLOYER COST

COST OF PROPOSED PLANS THROUGH DECEMBER 31, 2011--FOR ILLUSTRATED PURPOSES ONLY

CURRENT REVISED PPO6	20.00%						
Employee	5,087.52	290.88		5,378.40	(1,075.68)	4,302.72	CURRENT PPO6 WITH PRESCRIPTION
Employee / Spouse	12,071.04	539.16		12,610.20	(2,522.04)	10,088.16	CO-PAY CHANGED TO \$10/\$60 AND
Employee / (Child(ren)	11,140.20	539.16		11,679.36	(2,335.87)	9,343.49	EMPLOYEE CONTRIBUTION OF 20%
Family	15,914.64	1,048.32		16,962.96	(3,392.59)	13,570.37	
HSA/HDHP							
Employee	4,015.32	290.88	-	4,306.20	-	4,306.20	CURRENT HDHP/HSA WITH ADDITION
Employee / Spouse	9,636.84	539.16	-	10,176.00	-	10,176.00	OF \$10/60 PRESCRIPTION AFTER
Employee / (Child(ren)	8,893.80	539.16	-	9,432.96	-	9,432.96	DEDUCTIBLE AND NO CONTRIBUTION
Family	12,705.36	1,048.32	-	13,753.68	-	13,753.68	BY CITY TO HEALTH SAVINGS ACCOUNT

*** - Employee contribution amounts change annually based upon change in illustrated rates provided by insurance carrier

ATTACHMENT 2

Employer Proposal
August 11, 2011

ARTICLE 14
APPOINTMENTS, BID ASSIGNMENTS AND PROMOTIONS

Section 2. Job Bid Assignments to the Positions of Detective or Court Officer.

(a) The Employer shall determine if a vacant Detective or Court Officer position is to be filled. If a vacant Detective or Court Officer position is to be filled it will be posted for bidding by employees. The Chief of Police may disqualify any employee based upon two (2) or more reprimands, or a suspension of any duration, that was received by the employee within two (2) years of the deadline for submission of job bids. ~~The most senior employee who bids on the assignment and not been disqualified for discipline as above provided will be awarded the position.~~ **All new appointments to these assignments shall be at the discretion of the Chief of Police from among the top five (5) most senior applicants, with consideration given to past job performance, training and other related job qualifications.**

(b) Employees obtaining a job bid position will be subject to a one (1) year probationary period. An employee's performance will be evaluated by the immediate supervisor of the work section as well as the training officer or employees assigned to assist the employee. Repeated poor performance evaluations shall cause the probationary employee to be returned to his/her previous job assignment. Part of the criteria that will be used to evaluate performance will be the employee's ability to learn and perform the duties assigned.

(c) Once in a position, an officer cannot be displaced by another employee exercising his or her seniority.

(d) An employee who voluntarily leaves a bid position will be returned to the uniform patrol division but will not be permitted to bid on another open position for a period of one (1) year. Employees who have been reassigned by the Chief of Police for unsatisfactory performance will not be prohibited from bidding on other vacant positions.

ATTACHMENT 3

Employer Proposal
August 11, 2011

ARTICLE 12
COMPENSATION

Section 2. Base Wages. The base wages to be paid employees covered by this Agreement are set forth in Appendix A of this Agreement.

New hires shall **normally** commence their employment at Step One (the minimum rate) of the Wage Schedule; **provided, however, the Employer may, at its discretion, give an employee up to two (2) years experience credit at the time of the initial offer of employment or any time preceding the completion of one year of service.** After completing the required period of service at each Step, the employee shall advance to the next Step as provided in Appendix A until the employee reaches the maximum step of the Wage Schedule.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Assignment Of Cross-Trained Public Safety Officers To Provide Supplemental Assistance For Fire Suppression And Other Hazardous Incident Response

DISCUSSION: The Mayor and City Council have identified the enhancement of the City's public safety services as a high priority and a primary objective. The Council has directed city staff to identify and recommend strategies and actions to ensure that this objective is realized.

Actions have been taken to establish a better coordinated public safety management and administrative structure and the enrollment of police officers in the Fire Fighter I & II training and certification program. The City Council has established a Division of Public Safety and approved the appointments of a Director and Deputy Director of Public Safety. Thirteen members of the Police Department are now Fire Fighter I and II certified and the 2011-12 fiscal year budget includes funding to train and certify additional staff.

The Director and Deputy Director are now recommending that the Mayor and City Council approve the assignment of cross trained Police Department personnel to provide supplemental response for fire suppression and other hazard mitigation as needed. This will enhance the City's ability to provide a quick, vigorous and effective response to significant incidents. The plan also anticipates retaining current public safety personnel, in both the Police and Fire Departments, and the future hiring and development of cross-trained public safety personnel when vacancies occur.

Therefore, I am respectfully recommending that the Mayor and City Council approve the attached resolution, which assigns cross-trained Police Department personnel to provide supplemental assistance for fire suppression and other hazardous incident intervention.

CITY MANAGER RECOMMENDATION:

- For *George L. Brown, Jr.*
- For, with revisions or conditions
- Against
- No Action Taken/Recommended

APPROVAL DEADLINE: August 15, 2011

REASON FOR DEADLINE: Recommended beginning for assigning supplemental response capability

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY: George A. Brown, City Manager

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Public Safety Division and services provided

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

Budget Approval: _____

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

DATE: August 11, 2011

REVIEWED BY: N/A

DATE:

COUNCIL MEETING DATE: August 15, 2011

RESOLUTION

1 WHEREAS, the Mayor and City Council have identified the enhancement of City
2 public safety services among one of their highest priorities; and

3
4 WHEREAS, thirteen members of the Police Department are now Firefighters I
5 and II certified; and

6
7 WHEREAS, provision has been made to train and certify additional staff.

8
9 THEREFORE, BE IT RESOLVED, that in order to enhance the City's emergency
10 response capabilities for fire suppression and other hazardous incidents, members of
11 the Monroe Police Department who are Firefighter I and II certified shall be classified as
12 public safety officers and assigned to provide supplemental assistance for fire
13 suppression and other hazardous incident intervention, as available and needed.

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