
RULE OF THE CHAMBER

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

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

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

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

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

The City of Monroe will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting/hearing upon one week's notice to the City Clerk/Treasurer. Individuals with disabilities requiring auxiliary aids or services should contact the City of Monroe by writing or calling: City of Monroe, City Clerk/Treasurer, 120 E. First St., Monroe, MI 48161, (734) 384-9138. The City of Monroe website address is www.monroemi.gov.

AGENDA - CITY COUNCIL REGULAR MEETING

MONDAY, MAY 20, 2013

7:30 P.M.

Amended

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. PROCLAMATION.

113 Motorcycle Awareness Month – May 2013.

V. PUBLIC HEARING.

69 Public hearing for the purpose of reviewing and receiving comments on the FY 2013-14 Community Development Block Grant Annual Action Plan. There are no comments on file in writing in the Clerk-Treasurer's Office.

101 Public hearing for the purpose of reviewing and receiving comments on the distribution of the special assessment roll for the purpose of defraying that part of the cost which the City Council decided should be paid and borne by special Assessment for the Installation of new public storm sewer to service properties on Lavender Street between Calkins and Hendricks Drive. There are no comments on file in writing in the Clerk-Treasurer's Office.

112 Public hearing for the purpose of reviewing and receiving comments on Proposed Ordinance No. 13-004, an Ordinance to amend Part Two, Chapter 625, Streets and Sidewalks, Article I, Obstructions in Public Areas, Section 625-1, Obstruction by articles prohibited, Sub-Section D, of The Code of the City of Monroe. There are no comments on file in writing in the Clerk-Treasurer's Office.

VI. COUNCIL ACTION.

112 Proposed Ordinance No. 13-004, an Ordinance to amend Part Two, Chapter 625, Streets and Sidewalks, Article I, Obstructions in Public Areas, Section 625-1, Obstruction by articles prohibited, Sub-Section D, of The Code of the City of Monroe, up for its final reading.

- 114 Communication from the Director of Economic & Community Development, submitting proposed Ordinance 13-005, amendments to Chapter 720, Zoning, Article IV, Zoning District Regulations, Section 720-23, Zoning Map, of the Code of the City of Monroe.

Proposed Ordinance No. 13-005, up for its first reading and recommending that the public hearing be set for Monday, June 3, 2013.

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

- A. Approval of the Minutes of the Council Work Session held on May 6, 2013 and the Minutes of the Regular City Council Meeting held on May 6, 2013.
- B. Approval of payments to vendors in the amount of \$_____.
Action: Bills be allowed and warrants drawn on the various accounts for their payment.

- 115 Great Lakes Commission – Grant Agreement Acceptance.

1. Communication from the Director of Water & Wastewater Utilities, submitting a grant agreement from the Great Lakes Commission (GLC) for a Public Advisory Support Grant as part of the River Raisin Area of Concern (AOC), and recommending that Council accept the GLC Grant Agreement in the amount of \$7,500 and for the City Manager or his designee be authorized to sign the agreement on behalf of the City of Monroe.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

- 116 Downtown Development Authority – First Annual Downtown Monroe Giant Garage Sale.

1. Communication from the City Manager's Office, submitting a request from the Downtown Development Authority to hold the first annual Downtown Monroe Giant Garage Sale on June 22, 2013, and recommending that Council approve this request contingent upon items being met as outlined by the administration, subject to emergency vehicle access being maintained, subject to passage of Ordinance No. 13-004 and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

- 117 Recommendation for Approval of a Land Division at 407 S. Telegraph Road.

1. Communication from the Director of Economic & Community Development, submitting an application to divide parcel #19-00730-000, 407 S. Telegraph Road into three (3) separate parcels, and recommending that Council approve CPC Case # S 13-001, 407 S. Telegraph Road, specifically approving the proposed land division for the subject parcel, Parcel # 19-00370-000, and authorizing staff to complete all required procedural steps and documentation to create the three (3) new parcels as described in the survey and legal descriptions, and further recommending that approval of this land division is conditioned upon execution of shared access and parking agreements, and application for site plan review before re-occupancy of the building with the noted exceptions of demolition and site preparation activities.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

118 Monroe Street Water Main Crossings – Consultant Design Award.

1. Communication from the Director of Engineering & Public Services, submitting a consultant design contract for the Monroe Street Water Main Crossings, and recommending that Council award a contract for design services for the above project to The Mannik & Smith Group in the amount of up to \$7,700, and that the Director of Engineering & Public Services be authorized to sign the attached proposal on behalf of the City of Monroe, and further recommending that the Finance Director be authorized to make any necessary transfers for this project from the Water Fund reserves.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

119 2013 River Raisin International Muster.

1. Communication from the City Manager's Office, submitting a request from the River Raisin International Muster Program Director for permission to host the 2013 River Raisin International Muster on June 21 & 22, 2013, and recommending that Council approve the request contingent upon items being met as outlined by the administration, subject to costs recovery & fee waivers in accordance with City Council adopted policy, modified parade route, and that the city Manager be granted authority to alter/amend the event due to health and/or safety reasons.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

120 Installation of New Public Storm Sewer – Lavender Street Between Calkins and Hendricks – Special Assessment Resolution Number 5 – Sewer SAD 234.

1. Communication from the Director of Engineering & Public Services, submitting Resolution No. 5, confirming the special assessment roll and reporting back on bids received for the installation of new public storm sewer on Lavender Street between Calkins and Hendricks, and recommending that the attached Resolution 5 be adopted, and that sewer special Assessment District 234 be confirmed, and further recommending that a change order to the 2012 Concrete Paving Program be awarded to G.V. Cement Contracting Co. in the amount of \$278,162.59, and that a total of \$320,000 be encumbered to include a 15% contingency, and further recommending that the Finance Director be authorized to make any necessary transfers for this project from the Local Street Fund Balance and/or Capital Projects Reserves as needed to account for the expenditure in the proper fiscal year.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

121 Alzheimer's Association – 2nd Annual Walk to End Alzheimer's.

1. Communication from the City Manager's Office, submitting a request from the Alzheimer's Association for permission to hold the 2nd Annual Walk to End Alzheimer's at St. Mary's Park on September 21, 2013 at 11:00 a.m., with use of bandshell, electricity, and that all fees to use St. Mary's Park be waived, 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, with no reduction in fees to use st. Mary's Park,

updated insurance certificate, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.

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

122 Aeration membrane Diffuser Purchase – Wastewater Department.

1. Communication from the Director of Water & Wastewater Utilities, submitting a request to purchase 1,500 SSI Aeration PolyTetraFluoro Ethylene (PTFE) Coated Membrane Diffusers and Type 304 stainless steel clamps, and recommending that a purchase order in the amount of \$42,350 be issued to Waterworks Systems & Equipment, Inc out of Lakeland, MI in accordance with the budgeted amounts respective for FY 2012-2013 (\$21,175) & FY 2013-2014 (\$21,175) to provide a total of 1,500 PTFE Coated Membrane Diffusers and 3,000 type 304 stainless steel clamps in accordance with their quote dated 5/6/13 and that the bid process be waived.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

123 Wastewater Treatment Plant Fiscal Year 2013 – 2014 Chemicals / Sludge Hauling & Disposal Requirements Bids.

1. Communication from the Director of Water & Wastewater Utilities, reporting back on bids received for Cationic Polymer and Liquid Ferric Chloride, for Sludge Hauling at the Monroe Wastewater Treatment Plant, and recommending that the purchase orders be awarded to the following vendors for the estimated chemicals/sludge hauling and disposal requirements at the Wastewater Treatment Plant based on the bid unit prices, and further recommending that the City Manager or his designee to be authorized to sign all necessary documents on behalf of the City of Monroe (if needed), Liquid Ferric Chloride, PVS technologies, Inc., \$16,000; Cationic Polymer, Polydine, Inc., \$69,300; WW sludge Hauling, BCA Express, \$153,400; WW Sludge Disposal, Republic services, 4254,172, for a total of \$492,872.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried.

124 Request to Temporarily Expand the Area Used for Outdoor Café' Service.

1. Communication from the City Manager's Office, submitting a request from James Bica Jr. to temporarily expand the area used for the sidewalk outdoor café' service at Beek's Bar and Grill, the Mancinos Restaurant and the 129 Lounge, during the period of the East Front and North Macomb Streets intersection closure, and recommending that Council approve this request contingent upon all conditions being met as outlined by the administration above, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried.

125 Request from Andrew Clark on Behalf of the Monroe County Historical Museum and the Genealogical Society of Monroe County.

1. Communication from the Historic Preservation Officer/City Planner, submitting a request from Andrew Clark on behalf of the Monroe County Historical Museums and the Genealogical Society of Monroe County to coordinate a cleanup and documentation project of headstones and footstones

located within Memorial Place on Saturday, June 8, 2013 at 10:00 a.m., and recommending approval with the conditions listed on the fact sheet.

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

VIII. MAYOR'S COMMENTS.

IX. COUNCIL COMMENTS.

X. CITY MANAGER COMMUNICATION.

XI. CITIZEN COMMENTS.

XII. EXECUTIVE CLOSED SESSION TO DISCUSS POTENTIAL PROPERTY ACQUISITION.

XIII. ADJOURNMENT.

PROCLAMATION

WHEREAS; training, use of good judgment and thorough knowledge of traffic laws and licensing requirements are needed to ensure the safe operation of a motorcycle; and

WHEREAS, with more than 572,000 licensed motorcycle operators in Michigan, motorcycle safety education and training is extremely vital in our state; and

WHEREAS, Motorcycle Awareness Month nationally recognized during the month of May is designed to increase public awareness about motorcycles; encourage their safe and proper use among motorcycle riders; is worth special recognition; and

WHEREAS, motorists and motorcyclists share the responsibility to ensure they drive safely, cautiously, and follow all traffic regulations; and

WHEREAS, the City of Monroe has many citizens who are concerned about motorcycle safety for touring, recreation, and economical transportation; and

WHEREAS, during this month, we join with the Michigan Department of State to raise awareness of motorcycle operator education training and programs, and to encourage all Michigan drivers to drive defensively and cautiously in order to reduce motor vehicle collisions and save lives; and

THEREFORE, it is in the best interest of our community and the citizens to note the increase in the amount of motorcycle traffic, as we enter the warm weather months, to enable the reduction of accidents and injuries involving motorcyclists.

NOW, THEREFORE, I, Robert E. Clark, Mayor of the City of Monroe, with the full support of City Council, do hereby proclaim May 2013 as “**MOTORCYCLE AWARENESS MONTH**” in Monroe, and we call this observance to the attention of our citizens and we encourage all motorists and motorcyclists to drive safely.

IN WITNESS WHEREOF, We have hereunto set our hands and caused the Seal of the City of Monroe to be affixed this 20th day of May 2013.

Council Members:

Robert E. Clark, Mayor

Jeffery A. Hensley, Precinct 1

Jerry McKart, Precinct 2

Christopher M. Bica, Precinct 3

Jeremy J. Molenda, Precinct 4

James R. Kansier, Precinct 5

Brian P. Beneteau, Precinct 6



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Ordinance No. 13-005; Proposed Amendments to Chapter 720, Zoning, Article IV, Zoning District Regulations, Section 720-23, Zoning Map, of the Code of the City of Monroe.

DISCUSSION: The Monroe Citizens Planning Commission (CPC) received an application to rezone the properties located at 401, 425 and 445 N. Dixie Highway from I-1, Light Industrial, to C-2, General Commercial. The applicant was Keith Kamprath, representing KPK Holding LLC, the operator of "Paul's Automotive Service," located at 425 N. Dixie Highway. KPK Holdings LLC has entered into a purchase agreement for the property immediately north of Paul's Automotive at 445 N. Dixie Highway, which was formerly the Fraternal Order of Eagles (FOE) facility. To avoid an isolated parcel of I-1 Light Industrial zoning located to the south at the corner of N. Dixie Highway and E. Noble Avenue (401 N. Dixie Highway), the City Planning staff requested that the applicant contact the abutting property owner (Masonic Temple Association) and gain their support for rezoning that parcel at the same time. Mr. Kamprath has provided a letter from the Masonic Temple Association indicating their support for the proposed rezoning.

KPK Holdings LLC plans to utilize 445 N. Dixie Highway (former FOE site) for outdoor sales of used automobiles. This land use is not permitted in the I-1 Light Industrial District, but is permitted after Special Land Use approval in the C-2 General Commercial District. The proposed land use is the primary driver behind the requested rezoning. Additionally, the current land uses at 425 N. Dixie Highway (Paul's Automotive) and 401 N. Dixie Highway (Masonic Lodge) are more closely aligned with the permitted and special land uses listed in the C-2 General Commercial District. Finally, the future land use recommendations in the City of Monroe's Comprehensive Plan encourage the transition of the N. Dixie Highway corridor between E. Noble Avenue on the south and the John D. Dingell Bridge on the north from industrial to commercial land uses.

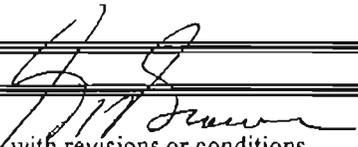
Staff Review and CPC Action

The Comprehensive Plan's *Future Land Use Map* (FLU) identifies the subject parcels and the property immediately to the north and east as *Community Commercial*. Community Commercial is very similar to the existing C-2 General Commercial District in the City's Zoning Code relative to the types of land uses and intensity of development they permit. The Community Commercial FLU category and the C-2 District both provide for auto-oriented businesses such as larger retail establishments, drive-through restaurants, gas stations, and other automotive facilities. The current character of the N. Dixie Highway is also predominantly commercial oriented, with some remaining viable industrial land uses such as the concrete mixing yard and scrap metal dealer. Based on the application's conformance with the City of Monroe's Comprehensive Plan future land use recommendations, the better alignment of the current and proposed land uses with the requested commercial zoning, and the growing commercial character of the N. Dixie Highway, City Planning staff recommended rezoning of the subject parcels from I-1 Light Industrial, to C-2 General Commercial.

After reviewing the application and holding a public hearing at its May 13, 2013 regular meeting, the Citizens Planning Commission (CPC) concurred with the recommendation of the Planning staff. The CPC found that the rezoning application was, in fact, in conformance with the City of Monroe's Comprehensive plan and the rezoning would bring the subject parcel into greater conformity with the current land uses on the subject and adjacent properties. Therefore, the Citizens Planning Commission recommended approval of CPC Case #RZ 13-001, rezoning of the properties located at 401, 425 and 445 N. Dixie Highway (as described in proposed Ordinance 13-005) from I-1 Light Industrial, to C-2 General Commercial; based on the proposed Future Land Use designation in the City's Comprehensive Plan and the property owners' application.

IT IS RECOMMENDED that City Council approve the first reading of Ordinance No. 13-005; proposed amendments to Chapter 720, Zoning, Article IV, Zoning District Regulations, Section 720-23, Zoning Map, of the Code of the City of Monroe, to rezone the properties located at 401, 425 and 445 N. Dixie Highway from I-1, Light Industrial, to C-2, General Commercial; and schedule a public hearing and the second reading for adoption for its June 3, 2013 regular meeting.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: June 17, 2013

REASON FOR DEADLINE: Expiration of the Purchase Agreement for 445 N. Dixie Highway

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Economic & Community Development Division- Planning Department

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Property Owners, Economic & Community Development Division, City Council, Citizens Planning Commission, Assessor's Office

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*

*Re-occupancy of 445 N. Dixie Highway should improve the taxable value.

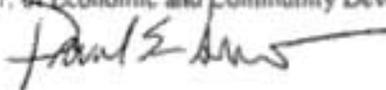
<u>SOURCE OF FUNDS:</u>	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
			\$ N/A
	<u>Other Funds</u>		\$ N/A
			\$ N/A
			\$ N/A
			\$ N/A

Budget Approval: _____

FACT SHEET PREPARED BY: Dan Swallow, Dir. of Economic and Community Development

DATE: 5-14-13

REVIEWED BY: George Brown, City Manager



DATE:

COUNCIL MEETING DATE: May 20, 2013

ORDINANCE 13-005

1 An Ordinance to amend Part Two, Chapter 720, Zoning,
2 Section 720-23, Zoning Map, of the Code of the City of Monroe,
3 Michigan, to rezone the properties located at 401 N. Dixie Highway, 425 N.
4 Dixie Highway, and 445 N. Dixie Highway.

5

6 THE CITY OF MONROE ORDAINS:

7 **SECTION 1: ORDINANCE AMENDMENTS; PROPERTY DESCRIPTIONS**

8 A. The following described property located at 401 N. Dixie
9 Highway, Parcel #59-01890-011, is hereby rezoned from I-1, Light Industrial,
10 to C-2, General Commercial:

11 Parcel #59-01890-011

12 Commencing at the intersection of the centerline of N. Dixie Highway with
13 the centerline of E. Noble Avenue; Thence N 64D 47M W 264.33 ft; Thence
14 N 25D 13M E 230 ft; Thence S 64D 47M E 262.72 ft; Thence S 24D 50M W 230
15 ft, to the Point of Beginning; Being part of Private Claim 214, Except a
16 triangular parcel containing 312.5 sq. ft. sold to the State Highway
17 Department on 2/12/75 and recorded in Liber 701 Page 912 of the
18 Register of Deeds (Containing 1.3 Acres more or less).

19 B. The following described property located at 425 N. Dixie
20 Highway, Parcel #59-01890-012, is hereby rezoned from I-1, Light Industrial,
21 to C-2, General Commercial:

22 Parcel #59-01890-012

23 Commencing at a point on the centerline of N. Dixie Highway 230 ft N 24D
24 50M E from its intersection with the centerline of E. Noble Avenue; Thence
25 N 24D 50M E 104 ft; Thence N 64D 47M W 258.97 ft; Thence S 25D 13M W
26 104 ft; Thence S 64D 47M E 262.72 ft, to the Point of Beginning in Private
27 Claim 214 (Containing 0.62 Acres more or less).

28 C. The following described property located at 445 N. Dixie
29 Highway, Parcel #59-01890-000, is hereby rezoned from I-1, Light Industrial,
30 to C-2, General Commercial:

31 Parcel #59-01890-000

32 Commencing at a point on the centerline of N. Dixie Highway 334 ft N 24D
33 50M E from the intersection of the centerline of N. Dixie Highway with the
34 centerline of E. Noble Avenue; Thence N 24D 50M E 385.0 ft; Thence N 65D
35 10M W 484.0 ft; Thence S 34D 44M W 133.21 ft; Thence N 55D 16M W 100.0
36 ft; Thence S 34D 44M W 274.4 FT; Thence S 64D 47M E 393.66 ft; Thence N
37 25D 13M E 4.0 ft; Thence S 64D 47M E 258.97 ft, to the Point of Beginning in
38 Private Claim 214 (Containing 4.92 Acres more or less).

39

40 **SECTION 2: SEVERABILITY**

41 If any section, subsection, sentence, clause or phrase of this
42 Ordinance is for any reason declared to be unconstitutional by a court of
43 competent jurisdiction; such decision shall not affect the validity of the
44 remaining portion of this Ordinance.

45

46 **SECTION 3: EFFECTIVE DATE**

47 This Ordinance shall be in full force and effect twenty (20) days after
48 final passage and publication.

City of Monroe



Geographic Information System (GIS)
Engineering Department

1 inch = 170 feet
May 14, 2013
City of Monroe
Rezoning from I-1 to C-2



DISCLAIMER: This map is neither a legally recorded map nor a survey and it is intended to be used as one. This map is a compilation of records, information and data located to various cities, counties, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City of Monroe does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City of Monroe does not represent that the GIS Data can be used for navigational, including any other purpose requiring accurate measurement of distance or direction or precision in the depiction of geographic features. The user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims and agrees to defend, indemnify, and hold harmless the City from and against all claims brought by the User, its employees or agents, or third parties which arise out of the User's access or use of data provided.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: GREAT LAKES COMMISSION – GRANT AGREEMENT ACCEPTANCE

DISCUSSION: The PAC (River Raisin Remedial Action Plan Public Advisory Council) subcommittee through the City of Monroe Commission on Environment and Water Quality (COTE) applied for a Public Advisory Support Grant as part of the River Raisin Area of Concern (AOC) titled "Remember the Raisin PAC Support Grant 2013". The grant scope includes the following items:

- A. A news media outreach program once the EPA has developed plans to address the Dense Non-Aqueous Phased Liquid (DNAPL) issue to highlight the many projects that are leading to de-listing.
- B. Host two (2) River Raisin clean-ups for our habitat restoration projects (i.e. fish passage projects).
- C. Newspaper announcements geared to promote the AOC clean-ups and to invite stakeholders and potential partners to participate / celebrate the projects completed within the River Raisin AOC.
- D. To continue to develop / maintain the existing COTE web-based environmental / educational outreach website.

Attached is the Great Lakes Commission (GLC) Grant Agreement that was received May 10, 2013. City staff has reviewed the document along with the City Attorney such that all parties are familiar with the grant provisions and believe the grant conditions / obligations can be met.

As you may recall with most Federal projects, a non-Federal match is required or strongly encouraged. This grant includes some non-Federal match amounts from the City of Monroe (\$1,300). The match values are for providing a meeting room and using the Council Chambers for presentations as part of the project.

In order to keep the project on its intended schedule the attached GLC Grant Agreement must be accepted by the City of Monroe and affirmation of the award be provided by the City Manager or his designee ASAP.

IT IS RECOMMENDED that the City Council accept the GLC Grant Agreement in the amount of \$7,500.00 and for the City Manager or his designee be authorized to sign the agreement on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

[Handwritten signature]

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: Project activities can commence immediately upon formal grant acceptance / execution.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY:



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

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Commission on Environment & Water Quality, Water and Wastewater Utilities Department, various advocacy groups. River Raisin users, adjacent property owners

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$8,800.00*
	Cost of This Project Approval	\$ N/A
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

*Includes GLC grant (\$7,500.00) plus non-Federal "in kind" matches (\$1,300.00).

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

Budget Approval: 

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** May 13, 2013

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: May 20, 2013

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Administrator
Water Division
Wisconsin Department of
Natural Resources
Madison, Wisconsin

VICE CHAIR

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Eric Marquis
Quebec Government Representative

Chicago, Illinois

*Enriching environmental and
economic prospects for the Great
Lakes-St. Lawrence region through
communications, policy research and
development, and advocacy.*

May 10, 2013

Maureen Pfund
Chair
Commission on the Environment and Water Quality
City of Monroe
120 E. First Street
Monroe, MI 48161

Dear Ms. Pfund:

Thank you for applying for funding to support the Remedial Action Plan for the River Raisin Area of Concern. This letter constitutes a contract between the Great Lakes Commission (hereafter referred to as the GLC) and the City of Monroe (hereafter referred to as the Local Entity) and outlines the terms and conditions under which the Local Entity will receive funds to support its approved workplan, which is provided as an attachment and incorporated by reference into this contract.

Specific Requirements, Tasks and Deadlines

1. The duration of the project will be approximately 12 months, beginning in May 2013 and ending April 30, 2014.
2. The approved total award amount is \$7,500.
3. Quarterly (i.e., every three months) progress reports are required during the grant period using the forms provided and will be due 30 days after the end of the quarter:
 - August 30, 2013 (covering the period May – July 31, 2013)
 - November 30, 2013 (covering the period Aug. 1 – Oct. 31, 2013)
 - March 1, 2014 (covering the period Nov. 1, 2013 – Jan. 31, 2014)
 - May 30, 2014 (final report)
4. Financial reports will be due every six months during the project period and shall be submitted in accordance with the forms and guidelines provided to you:
 - November 30, 2013 (covering the period May – Oct. 31, 2013)
 - May 30, 2014 (final report)
5. Payment to the Local Entity will be provided in three installments: 40 percent upon receipt of the signed contract letter from the grantee; 40 percent upon receipt and approval of a six month financial report and progress report; 20 percent at the end of the project upon receipt and approval of final progress and financial reports. Payments will be provided within 30 business days following receipt and approval of the aforementioned documents. Payment will be made to the Local Entity and sent to the attention of Barry LaRoy, Utilities Director, unless the Commission is notified otherwise in writing.

6. The final progress and financial reports shall be submitted no later than May 30, 2014 and must demonstrate completion of all workplan tasks. The GLC reserves the right to withhold final payment (20 percent of the grant amount) pending completion of all workplan tasks.
7. Payment of final grant funds will be made within 30 business days of receipt and acceptance of the final progress and financial reports and receipt of copies of all written materials produced under the grant. These products will need approval from the Michigan Department of Environmental Quality (MDEQ).
8. Funding provided under this grant shall be used solely to implement tasks outlined in the approved workplan. Any changes to the workplan or project schedule must be requested in advance in writing (email is acceptable) and approved by the GLC and MDEQ.
9. All public documents produced under this grant shall be reviewed and approved by MDEQ in advance of their production. The final documents shall be provided to MDEQ in electronic and hard copy format and shall remain in the public domain and shall not be copyrighted.

General Conditions

- This agreement is funded by a grant from the U.S. Environmental Protection Agency (U.S. EPA). Neither the United States nor any of its departments, agencies, or employees is a party to this agreement. This agreement is subject to the regulations contained in Title 40 of the Code of Federal Regulations (CFR), Part 31, in effect on the date of execution of this agreement.
- U.S. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2010, the limit is \$598.08 per day and \$74.76 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Sub agreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provided the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b).

- The Local Entity shall secure the necessary personnel to perform the services as described in the attached, approved workplan; and all personnel shall be employees or shall be under the direct supervision of the Local Entity. The Local Entity shall accept responsibility for and make payments as required by law for workers' compensation insurance, social security, income tax deductions, unemployment compensation, and any other taxes or payroll deductions as required by law for its employees. The above shall be the responsibility of any firm or individual employed under a subcontract. All personnel, employees, or subcontractors working under this agreement shall be professionally qualified to perform the duties required.

Changes

- Either the GLC, MDEQ or the Local Entity may, following consultation with and upon the written consent by the other parties, make changes within the general scope of this agreement in the services or work to be performed. If such changes cause an increase or decrease in the Local Entity's cost or time required to perform any services under this agreement, an equitable adjustment may be negotiated, and agreements shall be put in writing.
- No services for additional compensation will be charged by the Local Entity without written authorization of the GLC and MDEQ.

Cancellation

- This agreement may be terminated by the GLC for any of the following reasons:
 - The Local Entity fails to fulfill its obligations under this agreement.
 - An Executive Order or legislative reduction or federal funding creates shortfalls in the current fiscal year's funding level.
- This agreement may be terminated by the Local Entity upon a 30-day written notification to the GLC of its desire to terminate the agreement. Funding previously awarded will be returned to the GLC or a settlement will be negotiated as to the proportion to be reimbursed based on satisfactory work completed.

Audit; Access to Records

- The Local Entity will be required to maintain all pertinent financial and accounting records and evidence in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives shall have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Local Entity will provide proper facilities for such access and inspection. All records shall be maintained for a minimum of five (5) years after agreement termination or completion.
- This agreement is funded by several U.S. EPA grants passed through the state and the GLC to the local public advisory councils. The Federal Grant Number for the state is GL01E00414.
- The State shall have access to all records pertinent to the program(s) identified in the agreement.

Liability

- All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligations of the Local Entity under this agreement shall be the responsibility of the Local Entity, and not the responsibility of the State or the GLC, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of the Local Entity, any subcontractor, or anyone directly or indirectly employed by the Local Entity, provided that nothing herein shall be construed as a waiver of any governmental immunity the Local Entity may have as provided by statute or modified by court decisions.
- All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligations of the State or the GLC under this agreement shall be the responsibility of the State or the GLC and not the responsibility of the Local Entity if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any State or GLC employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity the State, its agencies, or employees has as provided by statute or modified by court decisions.

Liability Insurance

- The Local Entity agrees to comply with the insurance and workers' compensation laws of the State of Michigan while engaging in all activities authorized under this agreement.

Nondiscrimination

- The Local Entity shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Local Entity further agrees that any subcontract shall contain a nondiscrimination provision identical to this provision and binding upon any and all subcontractors. This covenant is required pursuant to

the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2201, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101, et seq. Any breach thereof may be regarded as a material breach of the contract or purchase order.

Unfair Labor Practices

- The Local Entity shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 et seq.

Compliance

- The Local Entity will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this agreement.

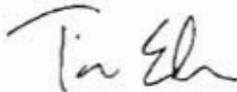
All inquiries, reports and correspondence related to this grant should be directed to:

Erika Jensen, Project Manager
Great Lakes Commission
2805 South Industrial Blvd., Suite 100
Ann Arbor, MI 48104-6791
Phone: 734-971-9135 / Email: ejensen@glc.org

If the above terms meet with your agreement, please sign two originals of this letter (enclosed), keep a copy for your files and return the signed originals to Erika Jensen at the address listed above. Should you have any questions, please call Ms. Jensen at the number listed above.

The Great Lakes Commission appreciates your support for restoration efforts in Michigan's Great Lakes Areas of Concern and looks forward to working with you toward this end.

Sincerely,



Tim Frier
Executive Director

Conditions understood and accepted:

Signature

Date

TE/ej

Attachments: Workplan and budget for the project *Remember the Raisin PAC Support Grant 2013*

cc: Rick Hobrta, Michigan Department of Environmental Quality
Sharon Baker, Michigan Department of Environmental Quality

The City of Monroe
Commission on the Environment and Water Quality
And
The River Raisin Remedial Action Plan
Public Advisory Council



Request consideration for the
2013 PAC Support Grant
For a Grant entitled:



Remember the Raisin
PAC Support Grant 2013

Revised Proposal dated: April 1, 2013

1. Project Title and Abstract:

Remember the Raisin PAC Support Grant 2013

The PAC and COTE have developed the following proposal to provide the funding needed to build upon our public education and outreach programs. These programs are designed to highlight the many activities that have been accomplished in an effort to delist the River Raisin as an Area of Concern in the very near future. The 2013 Support Grant submission is requested to build upon our public education and outreach program, and to conduct a number of Outreach Programs to promote and celebrate the many projects currently underway in our AOC.

2. Applicant Information:

Name	City of Monroe (Commission on the Environment and Water Quality and the River Raisin Public Advisory Council)
Address	City of Monroe 120 E. First Street Monroe, MI 48161
Phone	734 243-0700 fax 734-243-8683
Contacts	Barry S. LaRoy, P.E. , Utilities Director, City of Monroe 734 384-9122 fax 734 384-9108 barry.laroy@monroemi.gov Maureen Pfund , Chairman, City of Monroe Commission on the Environment and Water Quality. 734 243-7820 cell 734 915-1290 pfund@chartermi.net Daniel W. Stefanski , Chairman River Raisin Remedial Action Plan Public

Advisory Council,
Cell 734 216-6855
danski@ameritech.net

3. Applicant Background:

The City of Monroe is a Municipality located in S.E. Lower Michigan. As a municipality the City of Monroe has tax exempt status. The Commission on the Environment is a City Commission established by Ordinance, and the River Raisin PAP PAC is a standing sub-committee nested under the Commission on the Environment.

4. Statement of Qualifications:

Barry S. LaRoy has been with the City of Monroe for the past 20 years, he is currently the Director of Utilities for the City. He is extremely knowledgeable in the workings of City governments and engineering matters. He is currently a Commissioner on the Commission on the Environment. He is the Commission's primary contact with the City of Monroe.

Maureen Pfund retired from the Monroe County Environmental Health in 2010 after 20 years of service. She worked with the Monroe Recycling Committee in the 1980s to develop the recycling and household hazardous collection programs that still are in place today. Maureen currently serves as the Chairperson of the City of Monroe Commission on the Environment.

Daniel W. Stefanski has been in the environmental field for the past 40 years. He served as the Director of Wastewater for the City of Monroe for 23 years until becoming the Monroe County Drain Commissioner in 2004. While with the City he worked with Maureen Pfund and developed many environmental programs that are still in effect today. Stefanski retired as Drain Commissioner on 12-31-2011 but is committed to continue the work necessary to de-list the River Raisin as an Area of Concern.

5. Work-Plan:

Continuation of the River Raisin Public Outreach/Education Programs

We are hopeful that the 2013 PAC Support Grant will provide funds for a campaign designed to raise community awareness regarding our AOC. This campaign will highlight the huge steps being taken to remove the beneficial use impairments in our AOC, celebrate the numerous successful delisting projects and begin to promote the River Raisin as a clean River destination.

We are requesting a total of \$7,500 for our public outreach and education activities in 2013.

- a) \$2,000 for a news media outreach program. Once the EPA has developed plans to address the Dense Non-Aqueous Phased Liquid (DNAPL) issue, we wish to have a news media outreach program on the River to highlight the many projects that are leading to de-listing. The funds are requested for stage rental, decorating material and publicity. We request the \$2,000 as a not to exceed cost for the event, and will submit receipts for actual expenses. Note no salaries, travel or other related expenses will be submitted. Donations will be sought for refreshments.
- b) \$3,000 will be utilized to host two River Raisin clean-ups. Because of our habitat restoration projects (Fish ways), sections of our River that have been hidden for over 80 years are now visible and in need of cleaning (for aesthetic reasons). We will invite residents to participate in cleaning debris from our newly improved River. The event is an essential component of our outreach and education program, providing residents the chance to gain first hand experience of our fish ways. Funding will provide gloves, trash bags, equipment, and appurtenances for the event. Donations will be sought for refreshments.
- c) \$2,000 for the cost for newspaper announcements, geared to promote the AOC clean-ups and to invite stakeholders, and potential partners, to participate with us and celebrate the great things that have been done in the River Raisin AOC.
- d) We are budgeting \$500 to utilize a contractor to continue to develop / maintain the existing COTE web-based environmental / educational outreach website (to be finalized in 2013). The contractor will be responsible for the URL, hosting & website

changes & maintenance that will define the problem and solutions that have been developed for our troubled AOC. The website will continue to highlight the projects and provide information on how the public can take a proactive stand for the environment. As part of local match a subcommittee, made up of COTE Commissioners and hopefully MDEQ, will donate a considerable amount of their personal time to work with the contractor and provide the material for changes and maintenance of the website. The website will focus on: History of the Raisin AOC; Efforts that have been taken to remediate the AOC; Projects established to remove the identified BUIs; and Steps that need to be taken before the Raisin can be de-listed.

6. Products Outcomes and Deliverables:

PAC Support funding will provide funds for the outreach campaign designed to raise community awareness of the progress that has been made in the Raisin, and highlight our success in delisting.

A final report will be submitted to document the events. It will include:

- a. The PAC will report the costs associated with the development of all outreach projects, including all materials, printing costs, and newspaper announcements needed for the Raisin public outreach campaign. Quarterly reports will also be submitted. As applicable, copies of materials will be provided in electronic format with the reports.

7. Local Support and Related Activities

The Commission on the Environment with the RAP-PAC is a nested component of a City Commission established under Ordinance. This affords the Commission and the RAP-PAC a unique partnership with the City of Monroe. Further the outreach programs developed by the Commission are incorporated into other communities Phase II requirements, providing outreach throughout Monroe County. Further partnerships with the City of Monroe, Frenchtown Township, Monroe Township, County Drain Commission and the Solid Waste Departments have provided a platform to educate and inform our residents. The efforts of the PAC have been supported in the local news and we have received much positive press from our activities.

8. Project Team: The Project Team will be made up of Mr. LaRoy, Mrs. Pfund and Mr. Stefanski. LaRoy, Pfund, and Stefanski, estimate they will donate each 100 hours of their time to be spent on the programs. This team has successfully managed a number of community clean-ups and outreach events in the past.

Responsibilities: The Project team along with other volunteers will be responsible for scheduling public meetings, development and implementation of the public outreach campaign. This campaign, designed to celebrate and promote the projects that are underway and necessary to remove the defined Beneficial Use Impairments in the River Raisin AOC. The team and COTE Members will develop and staff each event.

9. Project Schedule:

Public Outreach Celebration.

- a) The celebration for remediation of the Fish and Wildlife BUI shall be scheduled for the Spring or early Summer of 2013
- b) Depending on the weather, a spring and fall River Clean-up will be scheduled. Newspaper announcements, geared to promoting the AOC clean-ups will run prior to the events.
- c) Advertising shall take place prior to the Clean-ups.
- d) The concrete steps are to be installed on the City River Walk during a low flow time in the summer of 2013.
- e) Web site maintenance shall take place over the term of the grant.

10. Budget – Attachment A

BUDGET TEMPLATE

Applicant: City of Monroe Commission on the Environment and Water Quality/ Rains PAC	
Project Title: Remember the Rains PAC Support Grant 2013	
BUDGET CATEGORIES	AMOUNT
1. PERSONNEL SALARIES:	
Subtotal: NONE	\$0.00
2. FRINGE BENEFITS: (Indicate type; maximum rate is 40% of salaries)	
Subtotal: NONE	\$0.00
3. INDIRECT COSTS: (Indicate rate calculation; maximum rate is 20% of salaries and benefits)	
Subtotal: NONE	\$0.00
4. CONTRACTUAL SERVICES:	
Subtotal:	\$0.00
5. PROJECT SUPPLIES & EQUIPMENT: (Itemize) Outreach Education and promotional material	
A. News Media Outreach Program	\$2,000.00
B. River Clean-ups	\$3,000.00
C. Promotion (News Paper)	\$2,000.00
D. Web site maintenance	\$500.00
Subtotal:	\$7,500.00
6. TRAVEL:	
Subtotal: NONE CHARGED	\$0.00
TOTAL REQUESTED FUNDS:	\$0.00
7. MATCH: (Not required)	
Meeting Room	\$900.00
Council Chambers	\$400.00
Subtotal:	\$1,300.00
TOTAL PROJECT COST:	\$8,800.00

Matching Funds:

The City of Monroe will provide meeting rooms for monthly PAC meetings, Council Chambers for Public hearings, and use of their Public Access Cable Television Studio. Use of the Cable System will allow the PAC to cable cast important public hearings.

Although there is no direct dollar match the in-kind services offered by the City of Monroe are estimated below:

Meeting room =	18 meetings/year @	\$50/meeting =	\$900.00
Council Chambers =	4 meetings @	\$100.00/meeting =	\$400.00
	TOTAL in-kind =		\$1,300.00

Attachment B.

AOC Letter of Support

Dear Grant Reviewer,

Please be advised that the River Raisin Public Advisory Council (PAC) has been established as a standing sub-committee under of the City of Monroe Commission on the Environment and Water Quality (COTE). This was done to provide long-term sustainability to the PAC and give the Council status as a Municipal Committee established by a City of Monroe Ordinance. The PAC and COTE have developed the following proposal to provide public outreach support money to the PAC, to celebrate and promote our great accomplishments. Our request will provide funding for a number of environmental outreach/education campaigns. This campaign is geared to motivate and inform the Citizens of Monroe about the environmental challenges and opportunities facing our community, further to celebrate the projects currently underway reflecting our efforts to delist the River Raisin as an Area of Concern in the very near future.

As the Chairman of the RAP-PAC, appointed by the City of Monroe Commission on the Environment and Water Quality, I strongly endorse and support the Grant Application.

Please feel free to contact me on my cell phone (734 216 6855) to discuss this matter.

Sincerely,
Daniel W. Stefanski

A handwritten signature in black ink that reads "Daniel W. Stefanski". The signature is written in a cursive style with a large initial "D".

Chairman River Raisin RAP PAC/ Member Commission on the Environment

Note:

Please note that a motion to proceed with this PAC Support Grant application was made by Commissioner Stefanski and the motion was approved by the Commission on the Environment at a meeting held on February 15, 2013.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM THE DOWNTOWN DEVELOPMENT AUTHORITY TO HOLD THE FIRST ANNUAL DOWNTOWN MONROE GIANT GARAGE SALE ON JUNE 22, 2013

DISCUSSION: The City received a request from the Downtown Development Authority for permission to hold the first annual Downtown Monroe Giant Garage Sale on Saturday, June 22, 2013 from 9:00 a.m. – 3:00 p.m., as a Downtown promotional event. Specifically the request is to use the sidewalks within the DDA District for the outdoor display of products offered by District businesses and other vendors, who may set up tables and tent canopies for that purpose. Additionally, and for the same purpose, the DDA requests permission to use the on-street parking space areas on E. Front St., between S. Macomb and S. Monroe Sts., on Washington St. between E. Front and a point north of Loranger Square (clear of Fife and Drum Muster activities), on E. First, between S. Monroe and a point west of Loranger Square and on W. First St., between S. Monroe and Harrison Sts. They are also requesting assistance from the Police Department to help clear the parking spaces and the Department of Public Services to provide for barricading. In order to safely accommodate the use of the above noted on-street parking areas for the event, the DDA is also requesting that E. Front St., between S. Macomb and S. Monroe Sts., Washington St. north of Second St., E. First St., between S. Monroe and S. Macomb Sts. and W. First St., between S. Monroe and Harrison Sts., be barricaded and closed during the time period needed for preparation for and the duration of the event.

The request was reviewed by the administrative staff and there were no objections to the request subject to emergency vehicle access being maintained, that clear, ADA compliant sidewalk passage be maintained, that an insurance certificate naming the city as an additional insured be provided, and that the DDA apply for and obtain all applicable permits. We have requested that DDA representatives communicate with the organizers of the annual River Raisin International Fife and Drum Muster, which is also scheduled for the same date, in order to closely coordinate their events to better ensure smooth events for both.

The Police Department recommends that approval of the event be contingent on the closure of the street segments on which the parking spaces are used for the event. The Department of Public Services reports no objections to the event and that DPS crews already scheduled to work on this date, to provide barricading services for the Fife and Drum Muster, can also provide those services for the DDA event. The DDA is a City agency which is not typically subject to the payment of special event fees and cost recovery.

Therefore, it is recommended, that City Council approve this request contingent upon items being met as outlined by the administration, subject to emergency vehicle access being maintained, subject to passage of Ordinance No. 13-004 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

[Handwritten signature]

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, 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: 5/2/13

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 5/6/13

April 30, 2013

City of Monroe
ATTN: Honorable Mayor and City Council
120 East First Street
Monroe, Michigan 48161

Dear Mayor and Council:

The Monroe DDA is petitioning for a permit for temporary Use, Seasonal, or Special Event(s) and Temporary Building(s) and Structure(s) to be located in the central business district and greater DDA District.

The reason for this request is for the purpose of hosting the first annual Downtown Monroe Giant Garage Sale on Saturday, June 22, 2013 from 9 a.m. to 3 p.m.

We are requesting the use of the whole DDA area sidewalks for District businesses and community vendors to set up tables and tent canopies. We are also requesting that the adjacent parking spaces be cleared for our use that day so that vendors may set up in the spaces facing the sidewalks on East and West Front Streets between S. Macomb and Harrison Streets, Washington St. between E. Front and Second St., East and West First Streets between S. Macomb and Harrison Sts., and the east side of S. Monroe St. between E. Front and Second Sts.

We are not requesting any street closures. We would appreciate the Police Department's assistance with clearing the parking spaces.

We request a waiver of fees associated with sidewalk sales for this one-day event.

Thank you for your consideration.

Sincerely,



Mary Gail Beneteau
Chairperson, DDA Promotions Committee



Janet Berns
Chairperson, Monroe DDA

RECEIVED
APR 30 2013
MAYOR'S OFFICE

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

Name of Applicant (Organization): MONROE DOWNTOWN DEVELOPMENT AUTHORITY
 CO-SPONSOR - DOWNTOWN MONROE BUSINESS NETWORK

Contact Person: MARY GAIL BENETEAU

Address: 15 E FRONT ST. MONROE LA 70001

Phone: 734-242-5840 or 734-735-1666 - ext **Fax:** _____

Dates Requested: SATURDAY - JUNE 22, 2013

Location Requested: City Park Private Property Public Property

PROJECT LOCATION (Address): CENTRAL BUSINESS DISTRICT (GREATER D.D.A. DISTRICT)

PROPERTY OWNER INFORMATION

Name: SEE ATTACHED LETTER

Address: _____

Phone: _____ **Fax:** _____

EVENT DESCRIPTION:

GIANT GARAGE SALE - SET UP IN PARKING SPACES THE SAME AS TECHUSEN FOR THOSE GARAGE SALE & APPLEUMPKIN FESTIVAL.

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: Mary Gail Beneteau **DATE:** 4-30-13
 Champion, DDA Promotions Committee

APPLICANT: _____ **DATE:** _____

CLIPART
(S. MONROE)

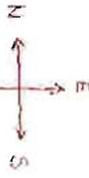
Downtown Garage Sale

E. FRONT (Center Fire Lane)

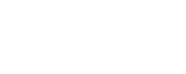
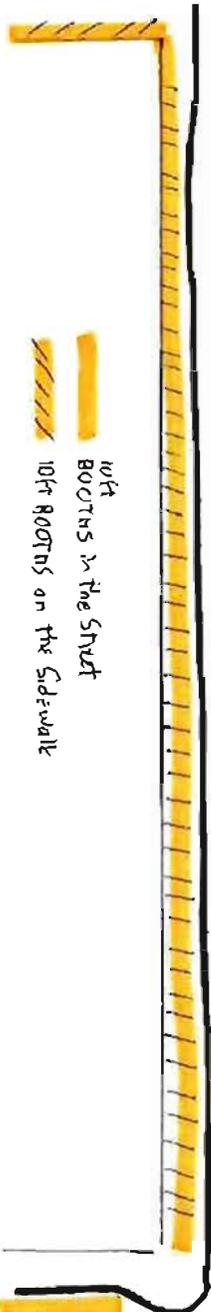
WASHINGTON ST. (CENTER FIRE LANE)

ALLEY (ENTRANCE/EXIT NOT ALLOWED)

E. FIRST



S. MONROE ST.



10ft BOOTHS in the Street
10ft BOOTHS on the Sidewalk

at First
Corner of Monroe

Washington
Square
Fire Driv
Garage Sale
1st & 2nd

US 501
Monroe & First



INSURER: FRANKENMUTH MUTUAL INSURANCE COMPANY

NAMED INSURED
DOWNTOWN MONROE BUSINESS

POLICY NO.
CPP1877726

POLICY TERM
09/18/2012 to 09/18/2013

AGENT NO.
0210344

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Additional Insured -- State Or
Governmental Agency Or Subdivision
Or Political Subdivision -- Permits
Or Authorizations**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

CITY OF MONROE
120 E 1ST ST
MONROE, MI 48161-2288

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II -- Who Is An Insured is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

Renewal**Commercial Policy**

Page 2 of 2

NAMED INSURED
DOWNTOWN MONROE BUSINESS

POLICY NO.
CPP1877728

POLICY TERM
08/18/2012 to 08/18/2013

AGENT NO.
0210344

**Commercial
General
Liability
Coverage**
Additional Interests

PREMISES	BUILDING	NAME AND ADDRESS	ADDITIONAL INTEREST TITLE
1		MONROE BANK & TRUST 102 E FRONT ST MONROE, MI 48161-2162	ADDITIONAL INTEREST
1		CITY OF MONROE 120 E 1ST ST MONROE, MI 48161-2288	ADDITIONAL INTEREST
1		COUNTY OF MONROE 106 E 1ST ST MONROE, MI 48161-2115	ADDITIONAL INTEREST

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: May 1, 2013
Re: **Staff Study --1st Annual Downtown Monroe Giant Garage Sale**

EVENT DETAILS:

The "Monroe DDA" is requesting to hold a Giant Garage Sale on Saturday, June 22, 2013 from 9:00 am -3:00 pm. This is the first time such an event has been held. The event will be held in the Central Business District and the greater "DDA District." The organizers are requesting the use of the whole "DDA" area sidewalks for district businesses and community vendors to set up tables and tent canopies.

STREET CLOSURES:

I have noted that the organizers have not requested any street closures.

I would recommend the closure of East Front Street between (South Monroe Street and South Macomb Street) but not West Front Street between Cass and South Monroe Streets. I would also recommend that Washington Street from East First Street to East Front Street be closed, which will make the area safer for pedestrians.

The organizers plans to have tent canopies set up on the sidewalks, which will in turn cause the sidewalks to become congested. A better solution would be to barricade the area to motorists and allow the tents to be set up along the curbs and to allow a better flow of foot traffic, as is done for the annual Monroe Fine Arts Fair in August. This will also facilitate the police department in clearing out parking spaces downtown.

RECOMMENDATIONS:

I would recommend that approval of this event be contingent on the above listed blocks downtown being barricaded from any motor vehicle traffic, as well as all applicable permits being secured.

NOTE:

Although, this event has not been forwarded to the City of Monroe for review by staff, the annual "River Raisin International Fife & Drum Muster" is scheduled for this same date. The re-enactors will be gathered in Loranger Square after their march down Monroe Street at 11:00 am. I'm not sure if this will cause much of a conflict with this event but I wished to make council aware of the possible conflict.

As always, I am available for any questions, comments, or concerns you may have.

Please contact me for any additional questions and/or clarifications regarding this event.

EVENT COORDINATOR: Mary Gail Beneteau Cell: 734-731-5337



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Recommendation for Approval of a Land Division at 407 S. Telegraph Road

DISCUSSION: Ms. Patricia Lyden, representing the property owner Mr. Don Wong, submitted an application to divide Parcel #19-00730-000, commonly referred to as 407 S. Telegraph Road, into three (3) separate parcels. A survey and legal descriptions for the proposed parcels (Parcels A, B & C) is attached.

The property is the site of the former Farmer Jack grocery store located within the River Bend Commons retail center. Mr. Wong, the new owner of the center, plans to sell the former grocery store building and the adjacent parking area. Because the subject building is located in the center of the existing parcel, the applicant is proposing to create three (3) new parcels to separate the other retail spaces. The southerly parcel (Parcel A) would be approximately 1.95 acres; the center parcel (Parcel B) is approximately 7.00 acres; and the northerly parcel (Parcel C) is 3.08 acres. The property is currently zoned C-2, General Commercial, with the intent of retaining that zoning if the land division is approved.

The proposed land division has been reviewed by the Planning Department as well as the City Assessing Office for conformance with the applicable City Codes and State land division statute. The proposed land division meets all requirements called out by the land division regulations found Chapter 630, Code of the City of Monroe; as well as setback, dimensional, and area requirements for the C-2, General Commercial, zoning district. Further, the proposed division meets or exceeds the minimum criteria in Michigan Land Division Act (PA 288 of 1967) including the number of available splits.

The request went before the Citizens Planning Commission (CPC) on Monday, May 13, 2013. Based on the Planning Department's review, the CPC noted that proposed division will impact the current access to the site and that a shared parking could help address variable parking demands of current and future tenants. Additionally, with the anticipated change in use and modifications to the center building, a site plan will likely be required. The CPC supported the request and made a motion to forward a recommendation for approval to the Monroe City Council, subject to execution a shared access agreement and shared parking agreement, and application for site plan review before re-occupying the building with the exception of demolition and site preparation activities.

IT IS RECOMMENDED that City Council approve CPC Case #S 13-001, 407 S. Telegraph Road, specifically approving the proposed land division for the subject parcel, Parcel #19-00730-000, and authorizing staff to complete all required procedural steps and documentation to create the three (3) new parcels as described in the survey and legal descriptions. **IT IS FURTHER RECOMMENDED** that approval of this land division is conditioned upon execution of shared access and parking agreements, and application for site plan review before re-occupancy of the building with the noted exceptions of demolition and site preparation activities.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: May 20, 2013

REASON FOR DEADLINE: Planned closing date for the subject property.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Economic & Community Development Division- Planning Department

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Economic & Community Development Division- Planning and Building Departments, and Assessing Department

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$0
	Cost of This Project Approval	\$0
	Related Annual Operating Cost	\$0
	Increased Revenue Expected/Year	\$0*

*Re-occupancy of the main building in this center should improve occupancy rate of the other retail spaces, which can lead to improved taxable values.

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

Budget Approval: _____

FACT SHEET PREPARED BY: Dan Swallow, Director of Economic & Community Development **DATE:** 05-14-13

REVIEWED BY: George Brown, City Manager *Dan Swallow* **DATE:**

COUNCIL MEETING DATE: May 20, 2013

Parcel A: (Strip Mall Parcel)

A parcel of land in part of Private Claims 539 South of the River Raisin, and part of the Plat of Southwick and Studdiford, recorded in Book 2 of Plats, on Page 7, Monroe County Records, all being a part of the City of Monroe, Monroe County, Michigan, described as follows:

To fix the point of beginning, commence at the centerline intersections of West Front Street and Stone Street, as monumented by an iron rod in a monument box; thence N.27°-58'-30"E., on the Northerly extension of the centerline of said Stone Street, 39.38 feet to the Northerly line of West Front Street as recorded in Warranty Deed Liber 680 on Page 954, Monroe County Records, and to a set "mag" nail and the point of beginning of this description; thence N.77°-13'-00"W., on said North line, 10.32 feet to a set "mag" nail, and deflection point in said North line; thence N.77°-15'-35"W., on said North line, 129.04 feet to a found ½" iron rod; thence N.26°-41'-34"E., 191.67 feet to a set ½" iron rod with surveyors cap #41115; thence S.68°-58'-49"E., on the Westerly extension of the North face of an existing block building, 292.87 feet to the Easterly face of an existing block building; thence N.21°-19'-11"E., on said Easterly face, 43.33 feet; thence S.75°-46'-10"E., 167.47 feet to a set 1/2" iron rod with surveyors cap #41115; thence S.12°-49'-17"W., 187.57 feet to a found "nail" on the North line of said West Front Street; thence N.77°-13'-00"W., on said North line, 147.09 feet to the corner common to Lots 18 and 19 of said Southwick and Studdiford's Plat and to a set ½" iron rod with surveyors cap #41115; thence N.14°-18'-45"E., on the Lot line common to said Lots 18 and 19, 5.00 feet, continuing along the North line of said West Front Street and to a set ½" iron rod with surveyors cap #41115; thence N.77°-13'-00"W., on said North line, 223.31 feet to the point of beginning, containing 1.95 acres of land and subject to any easements of record.

Parcel B: (Mercy Memorial Hospital Parcel)

A parcel of land in part of Private Claims 509 and 539 South of the River Raisin, and part of the Plat of Southwick and Studdiford, recorded in Book 2 of Plats, on Page 7, Monroe County Records, all being a part of the City of Monroe, Monroe County, Michigan, described as follows:

To fix the point of beginning, commence at the centerline intersections of West Front Street and Stone Street, as monumented by an iron rod in a monument box; thence N.27°-58'-30"E., on the Northerly extension of the centerline of said Stone Street, 39.38 feet to the Northerly line of West Front Street as recorded in Warranty Deed Liber 680 on Page 954, Monroe County Records, and to a set "mag" nail; thence N.77°-13'-00"W., on said North line, 10.32 feet to a set "mag" nail, and deflection point in said North line; thence N.77°-15'-35"W., on said North line, 129.04 feet to a found ½" iron rod; thence N.26°-41'-34"E., 144.84 feet to a found "large nail" and the point of beginning of this description; thence

N.75°-10'-10"W., 184.95 feet to a found "pinch pipe" on the East line of Highway U.S. 24 (Telegraph Road), and to a point on a 3482.51 foot radius curve to the right; thence Northeasterly on said East line and on the arc of said curve, 186.81 feet, said curve being subtended by a chord bearing N.19°-42'-25"E., and distance of 186.79 feet, to a set ½" iron rod with surveyors cap #41115; thence N.21°-22'-32"E., on said East line, 56.20 feet to a set ½" Iron rod with surveyors cap #41115 and a deflection point in said East line; thence S.68°-37'-28"E., continuing on said East line, 10.00 feet; thence N.21°-22'-32"E., continuing on said East line, 151.83 feet to the center of an existing drive curb cut and to a set "mag" nail; thence S.67°-10'-27"E., 377.24 feet to a set "mag" nail; thence N.08°-46'-29"E., 73.63 feet to a set ½" iron rod with surveyors cap #41115; thence S.72°-37'-23"E., 260.65 feet to a set ½" iron rod with surveyors cap #41115; thence N.81°-25'-18"E., 220.33 feet set ½" iron rod with surveyors cap #41115, and a point on the edge of water of the River Raisin as established by A.J. Marino in 1977; thence along the edge of water the following four courses: S.06°-50'-08"W., 79.96 feet; thence S.00°-38'-11"E., 108.46 feet; thence S.24°-06'-05"E., 70.21 feet; thence S.17°-16'-13"E., 160.85 feet and there leaving the water's edge; thence S.41°-57'-56"W., 20.00 feet to the North line of the Old Mill Race as established by A.J. Marino in 1977, and a found ½" iron rod with surveyors cap #41913; thence N.58°-35'-43"W., on said North line of the Old Mill Race, 402.40 feet to a found "pinch pipe; thence S.12°-49'-17"W., 151.83 feet to a set ½" iron rod with surveyors cap #41115; thence N.75°-46'-10"W., 167.47 to the Easterly face of an existing block building; thence S.21°-19'-11"W., on said Easterly face, 43.33 feet to the North face of an existing block building; thence N.68°-58'-49"W., on said North face and its' Westerly extension, 292.87 feet to a set ½" iron rod with surveyors cap #41115; thence S.26°-41'-34"W., 46.78 feet to the point of beginning, containing 7.00 acres of land and subject to any easements of record.

Parcel C: (Northerly Strip Mall Parcel)

A parcel of land in part of Private Claim 539 South of the River Raisin, being a part of the City of Monroe, Monroe County, Michigan, described as follows:

To fix the point of beginning, commence at the centerline intersections of West Front Street and Stone Street, as monumented by an iron rod in a monument box; thence N.27°-58'-30"E., on the Northerly extension of the centerline of said Stone Street, 39.38 feet to the Northerly line of West Front Street as recorded in Warranty Deed Liber 680 on Page 954, Monroe County Records, and to a set "mag" nail; thence N.77°-13'-00"W., on said North line, 10.32 feet to a set "mag" nail, and deflection point in said North line; thence N.77°-15'-35"W., on said North line, 129.04 feet to a found ½" iron rod; thence N.26°-41'-34"E., 144.84 feet to a found "large nail"; thence N.75°-10'-10"W., 184.82 feet to a found "pinch pipe" on the East line of Highway U.S. 24 (Telegraph Road), and on the point of a 3482.51 foot radius curve to the right; thence Northeasterly on said East line and on the arc of said curve, 186.81 feet, said curve being subtended by a chord bearing N.19°-42'-25"E., and distance of 186.79 feet, to a set ½" iron rod with surveyors cap #41115; thence N.21°-22'-32"E., on said East line, 56.20 feet to a set ½" Iron rod

with surveyors cap #41115 and a deflection point in said East line; thence S.68°-37'-28"E., continuing on said East line, 10.00 feet; thence N.21°-22'-32"E., continuing on said East line, 151.83 feet to the center of an existing drive curb cut and to a set "mag" nail, being the point of beginning of this description; thence N.21°-22'-32"E., continuing on said East line, 341.19 feet to a set 1/2" iron rod with surveyors cap #41115; thence S. 68°-25'-21"E., 140.69 feet to a set 1/4" iron rod with surveyors cap #41115; thence N.12°-48'-44"E., 17.36 feet to a set 1/4" iron rod with surveyors cap #41115; thence S.77°-15'-29"E., 32.55 feet to a set 1/4" iron rod with surveyors cap #41115; thence N.21°-25'-21"E., 40.57 feet to a set 1/2" iron rod with surveyors cap #41115; thence S.68°-44'-33"E., 28.50 feet to a set 1/4" iron rod with surveyors cap #41115; thence N.21°-17'20"E., 128.82 feet to a set 1/4" iron rod with surveyors cap #41115; thence S.68°-38'-02"E., 57.39 feet to a set 1/2" iron rod with surveyors cap #41115; thence S.08°-46'-29"W., 555.13 feet to a set "mag" nail; thence N.67°-10'-27"W., 377.24 feet to the point of beginning, containing 3.08 acres of land and subject to any easements of record.





CITY COUNCIL AGENDA FACT SHEET

RELATING TO: MONROE STREET WATER MAIN CROSSINGS – CONSULTANT DESIGN AWARD

DISCUSSION: In October 2012, the City Council awarded a design contract to The Mannik and Smith Group of Frenchtown Township in the amount of \$99,100 for three (3) locations within the City of Monroe. These locations were chosen for consultant design due to their relatively high degree of complexity, and the belief that City staff would have a significant workload for 2013, such that some assistance would be necessary. One of these locations is the replacement of the existing river crossing at Monroe Street, which presently passes through the river itself, and the consultant is nearing completion of a design that would replace this main with a new one carried by the Monroe Street bridge structure itself. While this option is subject to approval by the Michigan Department of Transportation (MDOT), they appear to be amenable to this option. It should be noted that, to provide for the re-design of this project to provide for this bridge crossing option, the Engineering Department administratively approved up to a \$5,000 change order for this change of design scope, bringing the total design contract to \$104,100 at present. However, we believe that this change in scope will result in significant construction cost savings due to the fact that permits will no longer be needed for the river crossing, and that significant uncertainty associated with the river work will not need to take place. If approved, this project would likely be bid sometime in July.

As you are likely aware at this point, MDOT plans to resurface M-125 (Monroe Street) in 2014, starting as soon as April. As we typically do with our local infrastructure projects, the Water Department has reviewed the condition of its facilities to ensure that all of our likely replacement and rehabilitation needs will be met for the duration of the service life of the pavement project. They have identified four (4) locations where the cross street water mains should be replaced at this time, either due to age, break history, or both. These are located at Noble Avenue, Lorain Street, north of Grove Street, and south of Sylvan Drive. While MDOT had previously indicated that they might be willing to include these in the scope of their project, during the past few weeks they have informed us that they are unwilling to include the work at their project cost. Regardless, since the City wishes to replace these facilities, work should still be undertaken, and for simplicity we would now recommend that the work occur prior to the MDOT project.

Given that the traffic control requirements for these four (4) locations will be very similar to those that will be required for the Monroe Street bridge crossing work, we would ideally like to include these locations in the same construction contract for bidding soon. As such, we have requested a quotation from The Mannik and Smith Group to complete this work on our behalf. Their proposal has been attached with this fact sheet. The Finance Director has indicated that, although the funding for this project will not be available until July 1, the Water Fund has sufficient flexibility to allow for the monies needed for this project to be advanced from the fund reserves at this time, and will be subsequently replaced after July 1 by the 2013-14 allocation for this work.

IT IS RECOMMENDED that the City Council award a contract for design services for the above project to The Mannik and Smith Group in the amount of up to \$7,700, and that the Director of Engineering and Public Services be authorized to sign the attached proposal on behalf of the City of Monroe. **IT IS FURTHER RECOMMENDED** that the Finance Director be authorized to make any necessary transfers for this project from the Water Fund reserves.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: We would like to include these crossings with the project bids for the Monroe Street River Crossing, which is nearing completion.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Engineering Department, Water Department, traveling public at large, adjacent residents and businesses

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$111,800
Cost of This Project Approval	\$7,700
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

*Total cost of design work, including this award and previous three (3) project locations.

SOURCE OF FUNDS:

<u>City</u>	<u>Account Number</u>	<u>Amount</u>
Monroe St. WM Modifications	591-40.538-818.020 14W04	\$7,700.00

Other Funds

Budget Approval: 

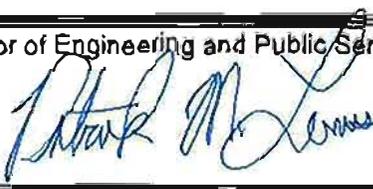
FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services

DATE: 05/13/13

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: May 20, 2013





May 6, 2013

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

Re: Request for a Proposal for Supplemental Work on the
2013 Watermain Projects

Dear Mr. Lewis:

As we discussed in our meeting on Wednesday May 1, 2013, The City of Monroe is interested in replacing the existing water mains crossing North Monroe Street at Noble Avenue, Lorain Street, north of Grove Street and south of Sylvan Drive. The water mains at Lorain and south of Sylvan will be replaced with 12 inch lines the other two with 8 inch lines. The work needs to be accomplished during 2013 prior to MDOT resurfacing Monroe Street which is planned for 2014. The City would like to include this work with the river water main replacement project on Monroe Street which we are currently completing.

The scope of work is generally on the same conditions and requirements as the other 2013 water main projects including the Monroe Street river crossing project as follows:

1. Use the MDOT survey as much as possible for base drawing preparation.
2. Create a base map and profile for each of the four locations.
3. 1 inch to 20 ft. scale.
4. MSG survey crew to pick up additional information needed for water main design and creation of profile.
5. Two plan and profile sheets are envisioned, including notes and special details, as needed.
6. One additional traffic plan sheet.
7. Preparation of construction sequence on the basis of two lane traffic shifts outside the high volume periods in accordance with MDOT mobility guidance.
8. Limit water shut down as much as possible.

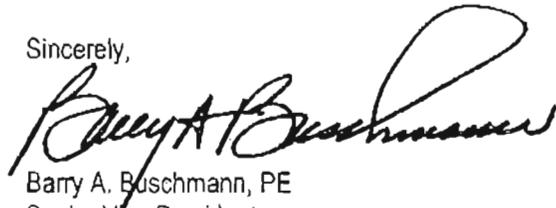
We will begin work as soon as authorized and complete within three weeks so permitting can proceed as soon as possible.

TECHNICAL SKILL
CREATIVE SPIRIT

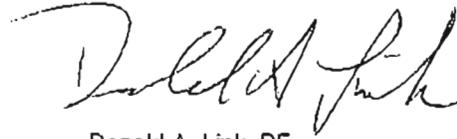
The Mannik & Smith Group, Inc. proposes to provide these services for a fee estimated at \$7,700.00. The existing "not-to exceed" fee in the agreement dated October 16, 2012, as amended, would be raised to \$111,800.00.

If this is acceptable please sign and return a copy of this letter.

Sincerely,



Barry A. Buschmann, PE
Senior Vice President



Donald A. Link, PE
Project Manager

Accepted By: _____ Date: _____
Patrick Lewis, PE
Director of Engineering and Public Services



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: 2013 RIVER RAISIN INTERNATIONAL MUSTER

DISCUSSION: The City received a request from the River Raisin International Muster Program Director for permission to host the 2013 River Raisin International Muster on June 21 & 22, 2013. Specifically the request is to hold a Tattoo (concert) on Friday evening, June 21, in Loranger Square from 7:00 – 9:00 p.m., a parade and muster on June 22, close the affected streets, allow no parking of cars on the parade route, especially on First & Washington Street, and to waive the fees.

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

Staffing of the parade involves 7 police officers, including one supervisor, with a minimum pay of two hours each for an estimated cost of \$1,080.78 (depending on the rank of officer that volunteers for the parade). This is the minimum staffing that can be utilized to assure the safety of the participants during the parade. **The proposed parade route will need to be altered slightly. It will still begin at Seventh & Monroe Streets, and proceed N/B to East First Street, instead of East Front Street, because of the proposed "DDA Garage Sale", on Saturday, which will cause East Front Street to be closed for the garage sale.** The march will instead travel E/B on East First Street to Washington Street and end at Loranger Square. There are several road closures necessary to accommodate this request. The organizers are requesting that E. First Street between S. Monroe and S. Macomb Street as well as Washington St. from E. First to E. Front Street be closed on Friday night for the Tattoo. The concert will commence at 7:00 p.m. and end at 9:00 .m. The same road closures are requested on Saturday as well from 11:00 a.m. – 5:30 p.m. for the Muster

Public Services will need to staff the parade on Saturday due to its expected size, but can provide barricades for Friday's concert in Loranger Square on straight time. Public Services estimates the total event costs will range from \$500 - \$1,000.

This event is identified in the City's Special Event Fee and Cost Recovery Policy. The muster is sponsored by the War of 1812 Bicentennial Committee, the Monroe County Historical Society, as well as the City of Monroe.

It is suggested that the River Raisin International Muster contact the County Purchasing Department to reserve the pavilion and engage the DDA Board and Assistant to coordinate their events, the streets use, and closures.

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

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY: City Manager's Office

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

FINANCES

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office

DATE: 5/14/13

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 5/20/13



River Raisin International Muster

9908 Chatham • Detroit, MI 48239

Telephone: (313) 702-8008 • Riverraisinmuster@hotmail.com

[Facebook.com/RRmuster](https://www.facebook.com/RRmuster)

A BICENTENNIAL WAR OF 1812 EVENT

April 2nd, 2013

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

Dear Mayor Clark and City Council,

The Monroe County Historical Museum in cooperation with the 1st Michigan Colonial Fife and Drum Corps is please to be planning the 2013 River Raisin International Muster which will take place on Friday June 21nd and Saturday June 22nd. The muster is sponsored by the War of 1812 Bicentennial Committee, and the Monroe County Historical Society as well as the City of Monroe.

The Muster will begin with a Friday night Tattoo in Loranger Square. The tattoo will start at 7:00pm and conclude with at 9:00pm. The Muster will begin Saturday festivities with a parade of fife and drum corps through downtown starting at 11:30a.m. The Parade line-up will take place on West 7th Street next to Memorial Place. The parade route will follow Monroe Street from Memorial Place to Front Street then make a right onto Front Street following it to Washington Street make a right onto Washington St. and continue to Loranger Square.

The Muster will commence immediately following the end of the parade. This year we again ask that the Saturday muster take place in Loranger Square, this site has set us apart from other fife and drum musters and is a true asset to the community. We anticipate the transition from the parade to the muster will occur at about Noon and will last till about 5p.m. depending on the number of corps in attendance. We were also hoping that you be willing to waive any fees associated with this application.

The Muster would again like to obtain permission to close the streets at Loranger Square to afford the fife and drum corps a place to conduct their concerts. On Friday night, the road closure would start at 6:00pm and would run until 9:30 Saturday's road closure will last from 11:00a.m and would run till 5:30 Washington Street as well as First Street east will be closed at the crosswalks located closest to the bricked square. First Street approaching Loranger Square from the West will be closed at Monroe Street, as it is a one-way heading in the direction of the square. Thank you for your time and consideration. If you have any questions feel free to contact me at 313-702-8008 or by email at stlonsdale@hotmail.com.

Scott Lonsdale
Program Director,
River Raisin International Muster

RECEIVED

MAY - 6 2013

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: May 7, 2013
Re: **Fife & Drum Muster / Concert / Parade - June 21 & June 22, 2013**

I have reviewed the request from the "River Raisin International Muster" submitted by the event program director (Scott Lonsdale) in reference to the seventh annual "Fife & Drum Muster" on June 21 and June 22, 2013. The organizers have once again requested to have the main event in the downtown, Loranger Square area.

The initial event is a "Tattoo" (period concert) scheduled for Friday, June 21 commencing at 7:00 pm and concluding at 9:00 pm. The proposed site is the same as last year – Loranger Square. I do not believe that a dedicated officer is needed at this event; rather periodic checks can be made by the "6p-6a" shift.

This year's main "Muster" is scheduled for Saturday, June 22, 2013 from approximately 11:00 am - 5:30 pm, with a parade scheduled to commence at 11:30 am. The parade is expected to be completed within thirty minutes. The route requested this year will need to be altered slightly. It will still begin at Seventh & Monroe Streets and proceed N/B to East First Street, instead of East Front Street, because of the proposed "DDA Garage Sale" on Saturday, June 22nd, which will cause East Front Street to be closed for the garage sale. The march will instead travel E/B on East First Street to Washington Street and end at Loranger Square.

There are several road closures necessary to accomplish this request. The organizers are requesting that East First Street between South Monroe Street & South Macomb Street as well as Washington Street from East First Street to East Front Street are closed for the Friday night "Tattoo," as the past three events have grown in attendance significantly each year. The event will commence at 6:00 pm and end no later than 9:30 pm. The organizers are asking for the same road closures the following day from 11:00 am – 5:30 pm for the "Muster" on Saturday. In addition, there will have to be additional temporary closures of South Monroe Street from Seventh Street to East Front Street for the parade, so numerous barricades from DPS will be needed.

The staffing of the parade itself will cost approximately \$1,080.78, this was figured utilizing 7 officers (including one supervisor) with a minimum pay of two hours each. This is the minimum staffing that can be utilized to reasonably assure the safety of the participants during the actual parade. The actual total will vary somewhat, due to rank and duties of the assigned officers.

As always, I am available for any questions, comments, or concerns you may have.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: INSTALLATION OF NEW PUBLIC STORM SEWER – LAVENDER STREET BETWEEN CALKINS AND HENDRICKS – SPECIAL ASSESSMENT RESOLUTION NUMBER 5 – SEWER SAD 234

DISCUSSION: As a part of the approved 2013-14 Capital Improvements Program (CIP), the Engineering Department proposed reconstructing Lavender Street between Calkins Street and Hendricks Drive. This work will involve complete removal of the existing thin asphalt surface and underlying concrete base and corresponding replacement in 8" concrete, along with the typical replacement of adjacent drive approaches and sidewalk ramps as needed. Most of this block of Lavender Street lacks available storm sewer, as the mid-block portion of the street is graded toward the east-west cross streets where runoff is directed to inlets and their associated underground conveyance. As a result, the homes on the east side of the street do not have access to any storm sewer with which to connect clear water drains such as sump pumps, roof drains, rear yard basins, etc. While a storm sewer presently exists in an easement along the rear lot lines of the homes located on the west side of the street in this area, based on the existence of some roof drain discharge lines toward the roadway instead and testimony from other residents, we have reason to believe that most residents on this side of the roadway are not using this existing line and could still benefit from access to a storm sewer in the roadway. The installation of storm sewers in areas presently lacking them such as this will provide a readily available outlet for residents to connect any such clear water drains in lieu of the sanitary sewer, which in turn minimizes the risk of sanitary system surcharges during wet weather events due to the contribution of these private conveyances. Obviously, with the complete reconstruction of the roadway, now is an opportune time to install a new storm sewer along with the associated house leads at minimum cost. Under the present design, a new 15-inch diameter storm sewer would connect to the existing Ives Drain at Calkins Street, and will be installed down the center of the roadway, with a lead for each property installed and capped two (2) feet behind the curb for ease of future use. The City Charter provides for both the installation of public storm sewers at the discretion of the City Council and provides for recovery of most of the cost by Special Assessment against the benefiting properties. On sanitary sewer projects, by Charter, a minimum of one-sixth of the project costs are borne by the Wastewater Fund, and recently this same percentage has been provided by the City General Fund for storm sewer projects, with the remaining share of the costs divided among the benefiting properties on a per lot basis. It should be noted that due to relatively equal benefit between properties, the total assessable costs will be divided evenly between each of the properties in the district with frontage on the storm sewer. The corner lots on both sides of the street, and one additional lot on the west side have been omitted from the proposed district, as they already have ready access to an existing storm sewer (or a catch basin) in their respective front yards.

Based on very favorable bid pricing and performance of the 2012 Concrete Paving Program contractor, G.V. Cement, and their willingness to commence this work as soon as May 21, we have carried through last year's pricing for common items, and obtained a quotation for unique items not in the previous contract. Since their quoted prices are reasonable and it is unlikely we could secure significantly better pricing by bidding this project separately, we are recommending award to them as a change order. Since this project was not petitioned by the property owners, it is classified as a City-Council initiated project and any action would have to be by at least a 5-2 vote at final confirmation. There were no objections to the project at the public hearing on necessity, and no subsequent objections have been filed. However, some residents have expressed a desire to have the City further extend the private leads to the property line instead of stopping just behind the curb line, so to further encourage residents to connect immediately, we will include these costs in the City contingency portion of the project should residents pull building permits early in the project construction process.

IT IS RECOMMENDED that the attached Resolution 5 be adopted, and that Sewer Special Assessment District 234 be confirmed. **IT IS FURTHER RECOMMENDED** that a change order to the 2012 Concrete Paving Program be awarded to G.V. Cement Contracting Co. in the amount of \$278,162.59, and that a total of \$320,000 be encumbered to include a 15% contingency. **IT IS FURTHER RECOMMENDED** that the Finance Director be authorized to make any necessary transfers for this project from the Local Street Fund Balance and / or Capital Projects Reserves as needed to account for the expenditures in the proper fiscal year.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible.

REASON FOR DEADLINE: The contractor is able to begin work as soon as May 21, and advancing this project early in the season will greatly assist the Engineering Department in balancing its summer workload.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$362,600*
Cost of This Project Approval	\$362,600*
Related Annual Operating Cost	\$N/A
Increased Revenue Expected/Year	\$N/A

*Includes all project costs, \$278,162.59 in base construction costs, \$41,837.41 in contingencies, \$40,000 in engineering costs, \$2,000 in testing costs, and \$600 in publishing and advertising costs (for previous assessment hearing publication). Original budget for project is \$360,000, with \$24,000 raised by Special Assessment, \$186,000 from General Fund, and \$150,000 from Local Street Fund. As Special Assessment component is being increased to \$32,725.24 (\$8,725.24 higher than originally projected), Local Street Fund component can remain at \$150,000 and General Fund can be reduced to \$179,874.76 while still accommodating to overall increase in project budget.

SOURCE OF FUNDS:

City	Account Number	Amount
Lavender St. (Testing)	203-60.451-818.015 14L01	\$2,000
Lavender St. (Contractual)	203-60.451-818.020 14L01	\$320,600*
Lavender St. (Engineering)	203-60.451-825.005 14L01	\$40,000
<u>Other Funds</u>		

*Includes contractor cost, contingencies, and advertising costs. Requires budget increase of \$2,600 as described above.

Budget Approval: 

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 05/14/13

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: May 20, 2013

RESOLUTION NO. 5

WHEREAS, May 20, 2013 was the meeting set for the hearing of objections or suggestions on the assessment roll for the construction of a storm sewer of adequate size and associated service leads to service some or all of the properties located adjacent to Lavender Street between Calkins Street and Hendricks Drive; known and designated as Sewer Special Assessment District Number 234, in which there is levied against the benefiting properties, the sum of \$32,725.24; and

WHEREAS, there are no objections to the assessment roll presently on file in the Clerk-Treasurer's Office; and

WHEREAS, the public hearing on the assessment roll is being held May 20, 2013 at 7:30 P.M. in the City Council Chambers, providing an additional opportunity for affected property owners to review the revised assessable costs; therefore, be it

RESOLVED, that said roll be and hereby is confirmed in all aspects, and be it further;

RESOLVED, that said roll be divided into ten (10) equal annual installments, the first installment being due and payable now; the second installment due and payable One (1) year from the date; the third installment due and payable in Two (2) years from the date; the fourth installment due and payable in Three (3) years from the date; the fifth installment due and payable in Four (4) years from the date; the sixth installment due and payable in Five (5) years from the date; the seventh installment due and payable in Six (6) years from the date; the eighth installment due and payable Seven (7) from the date; the ninth installment due and payable Eight (8) years from the date; and the tenth installment due and payable in Nine (9) years from the date together with interest on such installment at the rate of 2.75% per annum, payable therefrom, from the date of confirmation of said special assessment roll, and be it further;

RESOLVED, the City Clerk-Treasurer be and hereby is directed to attach his warrant to said roll, pursuant to the provisions of the Charter, and that the City Clerk-Treasurer be instructed in said warrant to make his return upon each installment within sixty (60) days from the time the same shall be delivered for his collection.

LAVENDER RECONSTRUCTION & STORM SEWER INSTALLATION - S.A.D. #234					ENGINEER'S ESTIMATE	
ITEM NO.	DESCRIPTION	NO. OF UNITS	UNITS	UMT PRICE	COST	
1	R&D CONCRETE PAVEMENT & APPROACH	4298.8	SYD	\$ 7.50	\$ 32,241.15	
2	R&D SIDEWALK	553.5	SFT	\$ 1.10	\$ 608.85	
3	R&D ROCK	5.0	CYD	\$ 15.00	\$ 75.00	
4	R&D STRUCTURE	1.0	EA	\$ 450.00	\$ 450.00	
5	ADJUST, CLEAN, & PLASTER STRUCTURE	6.0	EA	\$ 180.00	\$ 1,080.00	
6	TAP EXISTING STRUCTURE	1.0	EA	\$ 350.00	\$ 350.00	
7	TAP EXISTING 15" STORM SEWER	1.0	EA	\$ 350.00	\$ 350.00	
8	F&I 2' DIA. STORM C.B. STRUCTURE	1.0	EA	\$ 1,100.00	\$ 1,100.00	
9	F&I 4' DIA. STORM M.H. STRUCTURE	2.0	EA	\$ 1,800.00	\$ 3,600.00	
10	F&I 6' DIA. STORM M.H. STRUCTURE	1.0	EA	\$ 1,800.00	\$ 1,800.00	
11	F&I #1040 EAST JORDAN IRON WORKS CASTING	2.0	EA	\$ 430.00	\$ 860.00	
12	F&I #7045 EAST JORDAN IRON WORKS CASTING	6.0	EA	\$ 480.00	\$ 2,880.00	
13	F&I 8" PVC SDR 35 STORM SEWER	411.0	LFT	\$ 40.00	\$ 16,440.00	
14	F&I 12" PVC SDR 35 STORM SEWER	23.0	LFT	\$ 42.00	\$ 966.00	
15	F&I 15" PVC SDR 35 STORM SEWER	793.0	LFT	\$ 50.00	\$ 39,650.00	
16	F&I 15"X8" PVC WYE	24.0	EA	\$ 545.00	\$ 13,080.00	
17	SUBGRADE MANIPULATION	4298.8	SYD	\$ 4.50	\$ 19,344.60	
18	F&I 8" CONCRETE PAVEMENT WITH INTEGRAL CURB	3635.4	SYD	\$ 30.50	\$ 110,880.31	
19	F&I 6" CONCRETE PAVEMENT & APPROACH	663.4	SYD	\$ 30.00	\$ 19,902.00	
20	F&I 6" CONCRETE ADA RAMP	496.2	SFT	\$ 12.00	\$ 5,954.64	
21	F&I 36A BITUMINOUS HAND PATCHING	15.0	TON	\$ 170.00	\$ 2,550.00	
22	RECONNECT CURB DRAIN	2.0	EA	\$ 300.00	\$ 600.00	
23	F&I CONTROL DENSITY BACKFILL	10.0	CYD	\$ 18.00	\$ 180.00	
24	F&I MDOT 21A STONE	40.0	TON	\$ 18.00	\$ 720.00	
25	TRAFFIC CONTROL	1.0	LS	\$ 1,000.00	\$ 1,000.00	
26	SITE RESTORATION	1.0	LS	\$ 1,500.00	\$ 1,500.00	
				CONSTRUCTION	\$ 278,162.59	
				CONSTRUCTION	\$ 278,162.59	
				CONTINGENCIES	\$ 41,724.39	
				ENGINEERING	\$ 41,724.39	
				PROJECT TOTAL	\$ 361,811.37	
				P.O. CONSTRUCTION	\$ (21,725.34)	
				CITY CONSTRUCTION	\$ 328,886.13	

PARCEL ID	PROPERTY ADDRESS	OWNER NAME	OWNER MAILING ADDRESS	OWNER CITY, STATE, ZIP	LOTS	ASSESSMENT
69-00544-344	708 LAVENDER ST	HOWARD, KENETH E & TATIANA	708 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-359	709 LAVENDER ST	BRIGGS, PHILLIP C & KATHLEEN A (TR)	709 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-343	716 LAVENDER ST	BICA, JAMES & BONNIE	716 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-360	717 LAVENDER ST	HARRINGTON, GEOFFREY M SR	717 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-342	722 LAVENDER ST	BEEKER, LARRY & SHARON	722 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-361	723 LAVENDER ST	POWELL, MARK & JOLENE	723 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-341	728 LAVENDER ST	PETERS, JEREMY J	728 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-362	729 LAVENDER ST	DIETRICH, VIRGINIA L (TR)	729 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-340	734 LAVENDER ST	WARD, JENNIE	734 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-363	735 LAVENDER ST	HAGEN, COLLEEN I (ETAL)	1433 MACOMB ST	MONROE, MI 48162	1	\$1,258.66
69-00544-339	804 LAVENDER ST	BLACK, JO ANN	PO BOX 1603	MONROE, MI 48162	1	\$1,258.66
69-00544-364	805 LAVENDER ST	CLARK, LLOYD J & PAMELA J	805 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-338	808 LAVENDER ST	SAUER, JUSTIN	808 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-365	809 LAVENDER ST	CAROLLO, MARK & SUSAN	809 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-337	816 LAVENDER ST	HORCHNER, STEVEN	816 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-366	817 LAVENDER ST	WILKINSON, BRANDON G & KRISTEN R	817 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-336	822 LAVENDER ST	MILLER, LARRY & ANNETTA	822 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-367	823 LAVENDER ST	SIVWRIGHT, PAUL (TR)	823 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-335	826 LAVENDER ST	STELMACH, KEVIN & BARBARA A	826 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-368	829 LAVENDER ST	KOPP, MICHAEL R & JODIE L	829 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-334	832 LAVENDER ST	WOOD, JEREMY M & DAWN R	832 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-369	835 LAVENDER ST	ROOF, REBECCA	835 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-333	902 LAVENDER ST	TINNEL, ALAN D & LEANNE	902 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-370	905 LAVENDER ST	O'LEAR, MICHAEL & MARY	905 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-332	908 LAVENDER ST	NAVARRE, ROLLAND R	908 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
69-00544-331	918 LAVENDER ST	SACKS, FREDERICK & VICTORIA (TR)	918 LAVENDER ST	MONROE, MI 48162	1	\$1,258.66
TOTAL FOR ALL PARCELS						26
COST PER RESIDENTIAL EQUIVALENT UNIT (REU) = \$1,258.66						\$32,725.24



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM THE ALZHEIMER'S ASSOCIATION FOR PERMISSION TO HOLD THE 2ND ANNUAL WALK TO END ALZHEIMER'S AT ST. MARY'S PARK ON SEPTEMBER 21, 2013

DISCUSSION: The City received a request from Stephanie Barnhill on behalf of the Alzheimer's Association for permission to hold the 2nd Annual Walk to End Alzheimer's at St. Mary's Park on September 21, 2013 at 11:00 a.m. Specifically the request is to hold a walk-a-thon event beginning at St. Mary's Park, use of band shell, electricity, and that all fees to use St. Mary's Park be waived.

The request was reviewed by the administrative staff and there were no objections subject to special event application, all insurance requirements are met, proper permits are obtained, and **receipt of deposit in full of estimated costs no later than 14 days prior to event.**

The Police Department has no objections to the event and there is no need for police presence at this event. The Squad Supervisor will be informed of the event so they can make periodic checks of this event.

The Department of Engineering and Public Services has no objections to this event. We will make sure the power is on at the band shell.

The Recreation Department has reviewed the request and has no objections to the event. The band shell and shelter have been reserved. The cost for the rental of the band shell is \$182.50 (\$365 less 50% discount for non-profit) and \$150 key deposit.

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, **with no reduction in fees to use St. Mary's Park, updated insurance certificate,** 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: 5/14/13

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 5/20/13

800.272.3900
Helpline

Michigan Great Lakes Chapter
310 N. Main Street, Suite 100
Chelsea, MI 48118

Capital Area Region
5303 S. Cedar St., Building 1
Lansing, MI 48911

South West Region
350 E. Michigan Ave., Ste. 20
Kalamazoo, MI 49007

West Shore Region
1740 Village Drive, Suite 336
Muskegon, MI 49444

www.alz.org/mglc

734.475.7043 p
734.475.7089 f

517.999.3004 p
517.999.3358 f

269.342.1482 p
269.488.3622 f

231.780.1922 p
231.780.1494 f



19 April 2013

Mayor Robert E. Clark
City of Monroe
120 E. First Street
Monroe, MI 48161

Dear Mayor and City Council:

As you may recall, the Alzheimer's Association® hosted its inaugural Walk to End Alzheimer's® at St. Mary's Park in Monroe on September 23, 2012. The Walk to End Alzheimer's is the nation's largest event to raise awareness and funds for Alzheimer's care, support and research.

Our chapter was overwhelmed last year by the tremendous response we received from such generous residents and businesses within the county who helped us far surpass our goals. There were 37 teams and 325 walkers who participated, and we were fortunate to have Mercy Memorial Hospital System's support as a sponsor and The Best of Aging magazine as a media partner. The event raised just over \$23,600, which will help us provide additional programs and services to the thousands of local families who are facing the daily trials of this devastating disease.

We are very excited to host our **2nd Annual Walk to End Alzheimer's at St. Mary's Park on September 21, 2013**. We are confident the community will continue to show its support of our vision of a world without Alzheimer's.

As with any non-profit organization, the Alzheimer's Association relies on the generosity of community partners, like the City of Monroe, to help us remain financially responsible as we host these powerful events! **Therefore, we hope the City will consider waiving the fee to reserve St. Mary's Park to showcase its generous support of our worthy cause.**

Thank you for your consideration of our request.

Yours very truly,

A handwritten signature in blue ink that reads "Jennifer Howard".

Jennifer Howard
Executive Director

The Alzheimer's Association is the world's leading voluntary health organization in Alzheimer's care, support and research. Our mission is to eliminate Alzheimer's disease through the advancement of research, to provide and enhance care and support for all affected, and to reduce the risk of dementia through the promotion of brain health.

Our vision is a world without Alzheimer's.

the compassion to care, the leadership to conquer®

RECEIVED

APR 22 2013

BUILDING DEPARTMENT
City of Monroe, Mich.

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

Name of Applicant (Organization): Alzheimer's Association

Contact Person: Stephanie Barnhill

Address: 310 N. main St. #100, Chelsea, MI 48118

Phone: 734-475-7043 Fax: 734-475-7089

Dates Requested: 9/21/2013 / Email: sbarnhill@alz.org

Location Requested: City Park Private Property Public Property

PROJECT LOCATION (Address): St. Mary's (corner of W. Elm/N. Monroe)

PROPERTY OWNER INFORMATION Park (including bandshell)

Name: N/A

Address: _____

Phone: _____ Fax: _____

EVENT DESCRIPTION: St. Mary's Park e bandshell:
walk of 350 people, food table, music/band,
opening ceremony, sponsor tables,
band playing, and walk. (See
additional details on attached sheet)

*Key for bandshell
(electricity
will be
needed)

TYPE OF BUSINESS ON SITE: (Park)

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

\$75 is requested for our non profit event.

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: NA DATE: NA

X APPLICANT: Annika Howard X DATE: 4-16-13

RECEIVED
APR 22 2013

CITY MANAGER'S OFFICE

ALZHEIMER'S ASSOCIATION / MICHIGAN GREAT LAKES CHAPTER
 Vendor: MonroeRec
 REMIT TO: City of Monroe-Building Dept
 CHECK: 0000010689 DATE: 4/17/2013 10689
 COMMENT:

ISSUE	DATE	AMOUNT	DESCRIPTION	AMOUNT	AMOUNT
041513	4/15/2013				
		0000003627	Monroe Walk Venue Rental fee	75.00	
				0.00	75.00
				TOTAL	75.00
					0.00
					75.00

City of Monroe
 Treasurers Office
 120 E. First Street
 Monroe, MI 48161
 Phone : (734) 243-0700

Received From:
 ALZHEIMER'S ASSOCIATION
 310 N MAIN ST # 100
 Chelsea MI 48118

Date: 04/22/2013
 Time: 1:24:48 PM
 Receipt: 474032
 Cashier: slaboe
 Workstation: Drawer: 1

ITEM REFERENCE	AMOUNT
BDINV Building Dept. Inv 00038607	\$75.00
TOTAL	\$75.00
CHECKS 10689	\$75.00
Total Tendered:	\$75.00
Change:	\$0.00

Additional Details

Monroe County Walk to End Alzheimer's

The Monroe County Walk to End Alzheimer's is proposing to take place at St. Mary's Park in Monroe, MI.

We expect to have a total number of 350 participants and volunteers. We will set up tables for Walk sponsors, registration/T-shirts, programs display, and food/beverages. We will have a band playing music, and an opening ceremony before our Walk begins.

Registration will begin at 10am, the opening ceremony will start at 11am.

Please see the details of the route attached.

After the Walk, we will pack up and clean the venue.

Please call Stephanie Barnhill with any questions at (734) 475-7043.

NOTE: - The Ceremony and music will take place in the bandshell. We will need the keys (for electricity).

Route

Monroe Walk To End Alzheimer's

Walk Route

The date of the walk is Saturday, September 21. Registration begins at 10 a.m. and the walk begins at 11 a.m.

The route this year will be: W. Elm Avenue to Roessler Street, turn left and proceed to W. Front St. turn left and continue on Front Street to Macomb Street, turn left cross the bridge to Elm Avenue and turn left to continue back to St. Mary's Park.



The Alzheimer's Association Walk to End Alzheimer's® is the nation's largest event to raise awareness and funds for Alzheimer's care, support and research. Held annually in more than 600 communities nationwide, this inspiring event calls on participants of all ages and abilities to reclaim the future for millions. Together, we can end Alzheimer's disease, the nation's sixth-leading cause of death.

Walk to End Alzheimer's unites the entire community -- family, friends, co-workers, social and religious groups and more --- in a display of combined strength and dedication in the fight against this devastating disease. While there is no fee to register, each participant is expected to fundraise in order to contribute to the cause and raise awareness. The Alzheimer's Association provides free, easy-to-use tools and staff support to help each participant reach their fundraising goal.

When you participate in Walk, your fundraising dollars fuel our mission-related initiatives of care, support and research. In addition, your actions, both through fundraising and participating in the event, help to change the level of Alzheimer's awareness in your community. At a Walk event, you can learn more about Alzheimer's disease and the support programs and services offered by your local chapter. You will also have unique opportunities to get involved with the cause through advocacy initiatives and clinical trial enrollment. These experiences, in addition to other on-site opportunities, help each participant connect to their reason for walking.

Take the first step to a world without Alzheimer's by finding a Walk near you. Once you register, you will have access to a wide range of tools and support through your Participant Center, ensuring a successful and fulfilling experience.

Advance the fight against Alzheimer's disease! Support a Walk participant with a donation. The funds raised through Walk to End Alzheimer's benefit the care, support and research efforts of the Alzheimer's Association. We strive to: Help families across the country by continuing to provide and enhance programs focusing on education and support. Advance critical research studies into methods of treatment, prevention and ultimately, a cure. Speak up for the needs and rights of those facing Alzheimer's through our public policy initiatives.

A donor-supported organization, the Alzheimer's Association allocates its funds in an ethical and responsible manner that exceeds the rigorous standards of America's most experienced charity evaluator, the Better Business Bureau Wise Giving Alliance.

Learn more about our mission-related activities or contact our chapter for information about programs and services in your community.

Our mission: To eliminate Alzheimer's disease through the advancement of research; to provide and enhance and support for all affected; and to reduce the risk of dementia through the promotion of brain health.

Our vision: A world without Alzheimer's disease®.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hyland Group Inc - Ann Arbor 24 Frank Lloyd Wright Dr J4100 Ann Arbor MI 48105	CONTACT NAME:	
	PHONE (INC. No. Ext.) 734-741-0044	FAX (INC. No.) 734-741-1850
E-MAIL ADDRESS:		
ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A Philadelphia Indemnity Ins Co		18058
INSURER B Michigan Insurance Company		10857
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
ALZHE-1
Alzheimer's Disease & Related Disorders Association
310 N. Main St., Ste. 100
Chelsea MI 48118

COVERAGES CERTIFICATE NUMBER: 1314105983 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBS INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> COCUR			PHPK888780	7/15/2012	7/15/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPOS ADG \$3,000,000 \$
	GENL AGGREGATE LIMIT APPLIES FOR: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK888780	7/15/2012	7/15/2013	COVERED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS BELOW			WVCJ0009331	3/28/2013	1/28/2014	<input checked="" type="checkbox"/> WC STATE <input type="checkbox"/> JOH- JOB/LIMITS <input type="checkbox"/> ER \$L EACH ACCIDENT \$1,000,000 \$L DISEASE - EA EMPLOYEE \$1,000,000 \$L DISEASE - POLICY LIMIT \$1,000,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						

City of Monroe is listed as an additional insured as required by written contract.
Re: Walk at St. Mary's Park.

CERTIFICATE HOLDER City of Monroe Building Department 120 W. First St. Monroe MI 48161	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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January 24, 2013

Jennifer Howard
Alzheimer's Disease and Related Disorders Association, Inc.
Michigan Great Lakes Chapter
310 North Main Street, Suite 100
Chelsea, MI 48118

Dear Jennifer Howard:

I am writing to confirm that the Michigan Great Lakes Chapter EIN 38-2380738 is in Good Standing with the National office and is covered by a group exemption issued by the Internal Revenue Service to the Alzheimer's Disease and Related Disorders Association Inc. - Alzheimer's Association.

Attached is a copy of the Internal Revenue Services' affirmation letter of the Association's exempt status, dated October 30, 2012. The third paragraph contains the language about the exemption of all of the Association's chapters. It reads, "...we recognized the subordinates named on the list you submitted as exempt from Federal income tax under section 501(c)(3) of the Code." Every year we update the list of chapters covered by the group exemption, and the Chapter's name is contained on that list on file with the Internal Revenue Service.

I hope the contents of this letter meet your requirements.

Sincerely,

A handwritten signature in black ink, appearing to read "Michelle D. Helton".

Michelle D. Helton, CPA
Senior Director, Financial Operations
Alzheimer's Association National Office
312-335-5183



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248162362
Oct. 30, 2012 LTR 4167C E0
13-3039601 000000 00

00013961
BODC: TE

ALZHEIMERS DISEASE AND RELATED
DISORDERS ASSOCIATION INC
ALZHEIMERS ASSOC
225 N MICHIGAN AVE STE 1700
CHICAGO IL 60601-7652



005475

Employer Identification Number: 13-3039601
Group Exemption Number: 9334
Person to Contact: Mr. McQueen
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Oct. 19, 2012, request for information about your tax-exempt status.

Our records indicate that you were issued a determination letter in June 1985, and that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on the information supplied, we recognized the subordinates named on the list you submitted as exempt from Federal income tax under section 501(c)(3) of the Code.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106 and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Richard McKee, Department Manager
Accounts Management Operations

371224417	SUB	ALZHEIMERS DISEASE AND RELATED DISORDERS ASSOCIATION 606 N GLEN AVE CENTRAL ILLINOIS CHAPTER	IL	61614-4831060	06
382378032	SUB	ALZHEIMERS DISEASE AND RELATED DISORDERS ASSOCIATION 5077 1000 CIVIC CRT DL, STE 100 GREATER MICHIGAN CHAPTER	MI	48076-0000000	06
382380738	SUB	ALZHEIMERS DISEASE & RELATED DISORDERS ASSOC MI GR LAKES CHAPTER 310 N MAIN ST, STE 100 MICHIGAN GREAT LAKES	MI	48118-1555994	06
391350965	SUB	ALZHEIMERS DISEASE AND RELATED DISORDERS ASSOCIATIONS 620 SOUTH 76TH STREET, STE 160 SOUTHEASTERN WISCONSIN CHAPTER	WI	53214-1599993	06
391493227	SUB	ALZHEIMERS DISEASE AND RELATED DISORDERS ASSOCIATION 2900 CURRY LN STE A GREATER WISCONSIN CHAPTER	WI	54311-4876731	06
421333384	SUB	ALZHEIMERS DISEASE & RELATED DISORDERS ASSOCIATION 1570 600 ST W STE 1 EAST CENTRAL IOWA 317 SEVENTH AVE SE, STE 402	IA	52402 -3073013 52401	06
421520582	SUB	ALZHEIMERS DISEASE AND RELATED DISORDERS ASSOCIATION 1730 28TH ST GREATER IOWA CHAPTER	IA	50266-1436304	06
421540769	SUB	ALZHEIMERS DISEASE AND RELATED DISORDERS ASSOCIATION INC 2075 SILAS DEANE HWY STE 100 CONNECTICUT CHAPTER	CT	06067-2338258	06
431237069	SUB	ALZHEIMERS DISEASE AND RELATED DISORDERS ASSOCIATION 9370 OLIVE BLVD ST LOUIS CHAPTER	MO	63132-3214708	06
431344786	SUB	ALZHEIMERS DISEASE AND RELATED DISORDERS ASSOCIATION 2000 BLUFF CREEK DR MID MISSOURI CHAPTER	MO	65201-3554009	06
437485251	SUB	ALZHEIMERS DISEASE AND RELATED DISORDERS ASSOCIATION 1630 W ELFINDALE ST SOUTHWEST MISSOURI CHAPTER	MO	65807-1286304	06
470648438	SUB	ALZHEIMERS DISEASE AND RELATED DISORDERS ASSOCIATION 1941 S 42ND ST STE 205 MIDLANDS CHAPTER	NE	68105-2938558	06
480931989	SUB	ALZHEIMERS DISEASE AND RELATED DISORDERS ASSOCIATION 5701 THOMPSON GREEN BLVD STE 100 GREAT PLAINS CHAPTER	NE	68516 -5600256 68506	06
480934474	SUB	ALZHEIMERS DISEASE AND RELATED DISORDERS ASSOCIATION 3846 N 75TH ST HEART OF AMERICA CHAPTER	KS	66208-4126465	06

APPLICATION FOR CHARITABLE SOLICITATIONS PERMIT

Date Approved: _____

Charles D. Evans - Clerk/Treasurer
City Hall, City of Monroe
120 East First Street, Monroe, MI 48181
(734) 243-0700, ext. 2136 or 2138

Permit # _____

Issued _____

Date of Application: 4/24/13

Answer all of the following questions, or state why such information cannot be furnished.

1. Name of Applicant (Organization): Alzheimer's Association, Michigan Great Lakes chapter
Address: 310 N. Main Street, Suite 100, Chelsea, MI 48118
Telephone Number: 734-475-7043

2. If the applicant is not an individual, state names and addresses of the applicant's principal officers and manager.

Jennifer Howard, CEO 5117 Litch Dr, Whitmore Lake, MI 48189
Bruno Giordani, Board Chair 1424 Kearney Rd, Ann Arbor, MI 48104

3. State the purpose of the solicitation and the use or disposition to be made of any receipts therefrom:

Walk To End Alzheimer's, fundraising event

4. State the name(s) of the persons by whom the receipts of the solicitation will be disbursed:

Stephanie Barnhill, Walk Coordinator

5. State the names and addresses of the person or person who will be in direct charge of coordinating the solicitation:

Stephanie Barnhill, Staff, Pinckney, MI 48169
Both Ann Arbor - Walk Committee Chair, Monroe, MI 48111

6. Describe the method or methods to be used in coordinating the solicitation.

Receiving donations and pledges prior to event, day of event and through Nov 2013.

7. Dates of proposed solicitation:

Beginning: Sept 21, 2013 Ending: Sept 21, 2013

8. Times of proposed solicitation:

Beginning: 10am Ending: 4pm

9. Will all net proceeds derived from the solicitations be used exclusively for charitable purposes?

YES _____ NO _____

10. Will any of the gross proceeds derived from the solicitation be divided in any way with the persons who actually make the solicitation?

YES _____ NO _____

If yes, (1) _____ is such division of proceeds done as compensation for services, or (2) _____ is such division of proceeds pursuant to an equal division of funds which the applicant regularly distributes to its membership?

11. Will the proceed of the solicitation be divided, or in any manner shared, either directly or indirectly, with any person or organization other than the applicant for the permit or the person or organization for whose benefit the solicitation is made?

YES _____ NO _____

12. Will the expenses incidental to the solicitation exceed twenty five percent (25%) of the gross proceeds, or where the solicitation is incidental to the sale of something claimed to be of value, will the expenses incidental to the solicitation exceed twenty five percent (25%) of the difference between the gross proceeds and the cost to the applicant of the things for value?

YES _____ NO _____

I swear that the above answers are true and complete. I further state that I am aware that the granting of a permit pursuant to this application is not an endorsement by the City of Monroe or either the purpose of the solicitation or the persons making the solicitation, and that any such representation is subject to the provisions for revocation of the permit and criminal liability. I further state that I am aware of the regulations governing charitable solicitation, as set forth in City of Monroe Ordinance No .81-013.

Jennifer Wake Howard

NOTARIZED SIGNATURE OF APPLICANT

Subscribed and sworn to before me, on April 26 2013

Ann Byrne Notary Public

My Commission Expires: 08/29/2013

Acting in Washtenaw County
Michigan



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: AERATION MEMBRANE DIFFUSER PURCHASE – WASTEWATER DEPARTMENT

DISCUSSION: The Wastewater Department requests to purchase 1,500 SSI Aeration PolyTetraFluoro Etyhylene (PTFE) Coated Membrane Diffusers and Type 304 stainless steel clamps from Waterworks Systems & Equipment, Inc out of Lakeland, MI. Attached are a quote from Waterworks Systems & Equipment, Inc (dated 5-6-13) and a letter from SSI Aeration, Inc (dated 5-3-13), manufacturer of PTFE Coated Membrane Diffusers, indicating Waterworks Systems & Equipment, Inc as being the exclusive licensed municipal sales representative in the state of Michigan. The quoted price from Waterworks Systems & Equipment, Inc and letter from SSI Aeration, Inc are current. The Water Department requests that Waterworks Systems & Equipment, Inc be considered the sole source provider to sell this product and for this purchase to be made without bids. The wastewater treatment plant aeration system functions by pumping air into the sewage via fine-air bubbler diffusers as part of the biological treatment process. The existing diffusers have had numerous operational problems with fouling and calcium scaling and do not maintain an adequate air stream feed.

The original diffusers are a standard ethylene propylene diene monomer (EPDM) membrane which are fouling and not performing the way they were designed. The warranty on the EPDM diffusers has expired and staff has attempted numerous repairs on the diffusers by removing tanks from service, cleaning and repairing the diffusers and then placing back into service. The PTFE coated membranes diffusers are Teflon coated and come with a five year warranty. SSI Aeration, Inc diffusers offer better maintenance of initial efficiency and headloss, resistance to fouling and calcium scaling, extended service life, outstanding chemical resistance, resistance to fats, oils and greases, hydrocarbons, fuels, and solvents and are widely used in the wastewater industry.

To replace the failing diffusers, 1,500 PTFE Coated Membrane diffusers are needed along with 3,000 Type 304 stainless steel clamps. The quote outlines two options based around the wastewater system approved budgets. Half of the diffuser replacement costs are budgeted in FY 2012-13 and the remaining half in FY 2013-2014. The total purchase price for both options (equipment and freight cost) is \$42,350.00. The vendor will invoice for half of the diffuser / clamp costs in June 2013 and then invoice the remaining balance in July 2013. The award will allow for purchasing of the PTFE coated aeration membrane diffusers and Type 304 stainless steel clamps so that they can be replaced by Wastewater staff. Adequate funding has been budgeted in both FY 2012-2013 and FY 2013-2014.

IT IS RECOMMENDED that a purchase order in the amount of \$42,350.00 be issued to Waterworks Systems & Equipment, Inc out of Lakeland, MI in accordance with the budgeted amounts respective for FY 2012-2013 (\$21,175.00) & FY 2013-2014 (\$21,175.00) to provide a total of 1,500 PTFE Coated Membrane diffusers and 3,000 Type 304 stainless steel clamps in accordance with their quote dated 5-6-13 and that the bid process be waived.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: ASAP

REASON FOR DEADLINE: Maintain operation of the aeration system at the Wastewater Treatment Plant to meet permitted wastewater effluent levels.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:


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

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Wastewater Department

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 42,350.00
	Cost of This Project Approval	\$ 42,350.00
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	Maintenance-Equipment	59075527 933000	\$ 42,350.00

Other Funds

Budget Approval: 

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** May 10, 2013

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: May 20, 2013

WATERWORKS SYSTEMS & EQUIPMENT INC.

FAX: 810-231-1331

P.O. Box 575 Lakeland, MI 48143

PHONE: 810 231-1200

May 6, 2013

City of Monroe WWTP
2205 E. Front Street
Monroe, MI 48161

Attention: Barry LaRoy, P.E.
barry.laroy@monroemi.gov

RE: SSI AERATION DIFFUSERS

Dear Barry,

The costs for the SSI Aeration Membranes and Type 304 SS Clamps for the two pricing options are outlined as follows:

Option I

- 750 Only Aeration Membranes
Equipment Cost: **\$ 20,394.60** including freight
- 1,500 Only Stainless Steel Clamps
Equipment Cost: **\$ 1,073.40** including freight

Option II

- 1,500 Only Aeration Membranes
Equipment Cost: **\$ 40,232.50** including freight
- 3,000 Only Stainless Steel Clamps
Equipment Cost: **\$ 2,117.50** including freight

If you order Option II, we will ship all of the membranes and clamps at one time. The invoice sent after the first shipment in June 2013 will be for **\$ 21,175.00**, and the second invoice in mid July 2013 will also be for **\$ 21,175.00**. You may issue two purchase orders to reflect this pricing or a single order for **\$ 42,350.00** to be billed in two invoices.

Please let me know if you have any questions. Your order should be issued to WATERWORKS SYSTEMS & EQUIPMENT INC. Standard terms are Net-30 days. Sales taxes are not included.

Sincerely,

Chuck Kronk

Chuck Kronk
Waterworks Systems & Equipment Inc.

Cc: Spencer Maniaci
spencer.maniaci@monroemi.gov

Ck/tw



SSI Aeration, Inc.
4 Tucker Drive
Poughkeepsie, N.Y. 12603 U.S.A.

Tel: 845-454-8171 Fax: 845-454-8094
Email: info@stamfordscientific.com
www.StamfordScientific.com

May 3, 2013

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

Dear Mr. LaRoy,

Herby SSI Aeration, Inc. confirms that Waterworks Systems & Equipment of Lakeland, Michigan is our exclusive licensed municipal sales representative in the state of Michigan, and that they are authorized to sell our products including, but not limited, to our PTFE coated membrane diffusers.

Should you have any questions; please do not hesitate to contact me at 845-454-8171 x 305.

Best Regards

A handwritten signature in black ink, appearing to read 'Lina Chlaverini', written over a horizontal line.

Lina Chlaverini
SSI



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: WASTEWATER TREATMENT PLANT FISCAL YEAR 2013 – 2014 CHEMICALS / SLUDGE HAULING & DISPOSAL REQUIREMENTS

DISCUSSION: Bids were received on May 21, 2012 for Cationic Polymer and Liquid Ferric Chloride; and June 11, 2010 for Sludge Hauling at the Monroe Wastewater Treatment Plant. Prices were quoted firm for three (3) years with no price increase for all chemicals / hauling. The sludge generated at the Monroe Wastewater Treatment Plant is considered non-hazardous waste, however it must be disposed of in a Type II landfill. The Sludge Hauling contract allows for an option to renew the contract in one year increments. The Sludge Hauling contractor has requested to extend the contract for one additional year and will provide a reduced rate of \$13.00 / ton as well (attached). It is recommended to extend the contract for Sludge Hauling for one year based on the contractor's performance, ability and pricing (3% reduction). In an effort to obtain the most cost effective wastewater sludge hauling / disposal prices having a separate Special Waste Service Agreement with a Type II landfill is needed. Currently, sludge is disposed of at the Vienna Junction Landfill in which an agreement exists with Republic Services; however the agreement will expire on June 30, 2013. Vienna Junction Landfill is the only Type II landfill located in Monroe County. There are limited landfill options available for wastewater sludge disposal and after checking with other regional landfills (Waste Management's Woodland Farms and Evergreen landfill) the most cost effective price combination for hauling / disposing of sludge is to utilize the Vienna Junction Landfill (6% cost reduction overall). It is recommended to execute the attached Special Waste Service Agreement with Republic Services to dispose of our wastewater sludge. The agreement is a three (3) year agreement with 3% price increases in the last 2 years of the contract. Tom Ready, City Attorney has reviewed the agreement such that he is familiar with its provisions. We will be billed monthly from the landfill based on the sludge tonnage received.

Three other chemicals used at the Wastewater Treatment Plant include the chlorine system tablets, Sodium Bisulfite, & Lime Fine Material. Since the Wastewater Treatment Plant primarily uses ultraviolet to disinfect the wastewater effluent, the chlorine system is only used during flows in excess of 45 MGD or as a backup system. The Wastewater Treatment Plant has adequate inventory of chlorine tablets for the fiscal year. When the chlorine system is used, Sodium Bisulfite is required to de-chlorinate the sewage effluent prior to being released into Lake Erie. Lime Fine Material is added to the sludge that has been processed for stabilization to kill harmful bacteria. Adequate inventory is maintained at the Wastewater Plant for all chemicals for the fiscal year. If additional inventories of chlorine tablets, Sodium Bisulfite or Lime Fine Material are needed during the fiscal year, the Wastewater Treatment Plant will obtain the necessary bids or quotes to make the purchase as required by the purchasing ordinance. It is anticipated that these chemicals will be used sparingly.

During the past year chemicals / services received from all vendors were outstanding and we are confident they will perform again for the upcoming fiscal year. Attached please find bid tabulations, agreement and background information for all chemical and service bids received indicating the associated unit price for the fiscal year.

IT IS RECOMMENDED that the purchase orders be awarded to the following vendors for the estimated chemicals / sludge hauling and disposal requirements at the Wastewater Treatment Plant based on the bid unit prices. IT IS FURTHER RECOMMENDED to authorize the City Manager or his designee to be authorized to sign all necessary documents on behalf of the City of Monroe (if needed).

CHEMICAL	VENDOR	UNIT PRICE	AMOUNT	ADDT'L FEES	COST
Liquid Ferric Chloride	PVS Technologies, Inc.	\$500.00/Ton	32 Tons+/-	None	\$ 16,000.00
Cationic Polymer	Polydine, Inc.	\$0.11/lb	630,000 lbs+/-	None	\$ 69,300.00
WW Sludge Hauling	BCA Express	\$13.00/ton	11,800 Tons+/-	None	\$153,400.00
WW Sludge Disposal	Republic Services	\$21.54/ton	11,800 Tons+/-	None	\$254,172.00
				TOTAL	\$492,872.00

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: July 1, 2013

REASON FOR DEADLINE: Chemicals / Sludge Hauling & Disposal requirements for the wastewater treatment plant.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:


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

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 532,142.00
Cost of This Project Approval	\$ 492,897.00
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

City	Account Number	Amount
Ferric Chloride	59075527 752000	\$ 16,000.00
Cationic Polymer	59075527 752005	\$ 69,300.00
WW Sludge Disposal	59075527 818050	\$ 407,572.00
TOTAL		\$ 492,872.00

Budget Approval: 

Other Funds

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** May 15, 2013

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: May 20, 2013

BIDS RECEIVED LIST FOR LIQUID FERRIC CHLORIDE FOR THE
WASTEWATER DEPARTMENT. BID REQUESTS MAILED MAY 7,
2012. BIDS DUE MONDAY, MAY 21, 2012.

PVS TECHNOLOGIES, INC.
DETROIT, MI

BID AMOUNT

\$24,000.00 (YEAR 1)

\$500.00/TON

3 YEAR AGREEMENT

7-1-12
~6-30-15

BSL

BIDS RECEIVED LIST FOR CATIONIC POLYMER FOR THE
WASTEWATER DEPARTMENT. BID REQUESTS MAILED MAY 7,
2012. BIDS DUE MONDAY, MAY 21, 2012.

POLYDYNE, INC.
RICEBORO, GA

BID AMOUNT

\$69,300.00 (YEAR 1)

\$.110/LB

3 YEAR AGREEMENT

CLARIFLOC CE-054

7-1-12 ~

6-30-15

BSC



SPECIAL WASTE SERVICE AGREEMENT
NON-HAZARDOUS WASTES

Special Waste Profile Number: 5074Y52808

Generator Billing Information

Republic Waste Location (Company)

Name: MONROE WWTP
Address: 120 E. FRONT ST.
City: MONROE
State: MI Zip: 48161
Phone: 734-384-9122 Fax: 734-384-9108
Contact:

VIENNA JUNCTION LANDFILL
8233 HAGMAN RD.
ERIE, MI 48133

Project: MONROE WWTP County and State of Origin: MONROE

Additional Information:

- 1. Special Waste Service. Subject to the terms and conditions contained herein, the Company and the Generator agree to be legally bound hereby...
2. Acceptable Waste. Only those Special Wastes described in Paragraph 3 herein and in any Special Waste Profile(s) which number is identical to the contract number referenced above...

3. (A) Rates for Disposal:

Table with 5 columns: Waste, Disposal Method, Disposal Rate, Fees / Taxes / Misc., Transportation. Row 1: WWTP SLUDGE, Landfill, \$21.54/ton, INCLUDED, n/a

Additional Information: Second and Third Year price increases of 3%

Generator shall also be liable for all taxes, fees, or other charges imposed by federal, state, local or provincial laws and regulations.

Cannot Exceed Daily Volume of 60 tons Without Prior Approval of Company.

(B) Incorporation by Reference. In addition to Special Waste Profile(s), the following documents are incorporated by reference into this Agreement as if fully set forth herein.

- 1)
2)

4. Term of Agreement. This Agreement is effective until 6/30/2016, commencing 7/1/2013 and shall automatically be renewed for a similar term thereafter unless either party shall give written notice (via certified mail) of termination to the other party at least thirty (30) days prior written notice.

THE COMPANY AND THE GENERATOR, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED HEREIN, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND ON THE REVERSE SIDE OF THIS DOCUMENT. IN ADDITION, THE GENERATOR IS CERTIFYING THE ATTACHED TERMS AND CONDITIONS HAVE BEEN REVIEWED AND INITIALLED AT THE BOTTOM OF THE PAGE.

GENERATOR

REPUBLIC SERVICES, INC/COMPANY

SIGNATURE (AUTHORIZED REPRESENTATIVE)

SIGNATURE (AUTHORIZED REPRESENTATIVE)

NAME AND TITLE (PLEASE PRINT)

NAME AND TITLE (PLEASE PRINT)

DATE

DATE

Terms and Conditions of Special Waste Service Agreement

5. **The Agreement.** This agreement of the parties ("Agreement") for the disposal of Special Waste shall consist of this Agreement, riders to the Agreement (if any) and any Application, permit and approval that may be applicable to such Waste.

6. **Waste Accepted at Facility.** Generator represents, warrants and covenants that the Waste delivered to Company at its Facility hereunder will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any Waste which does not meet those requirements shall hereinafter be referred to as "Unacceptable Waste". The Generator shall in all matters relating to the collection, transportation and disposal of the Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same. The word "Facility" shall mean any landfill, transfer station or other location used to transfer, process or otherwise dispose of such Waste.

7. **Special Waste.** Generator represents, warrants and covenants that the Waste delivered to Company hereunder (i) will not contain any Special Waste that is not specifically described on any Application which is attached hereto or which is subsequently approved by the Company, (ii) will meet the national description as set forth in any Application and otherwise in all significant respects and (iii) will not contain Unacceptable Waste. The parties may incorporate additional Special Waste as part of this Agreement prior to delivery of such Waste to Company. Generator has provided an Application for such Waste and Company has approved disposal of such Waste within the limitations and conditions contained in Company's written notice of approval of Special Waste Disposal. Title to any and all Waste handled or disposed of by Company shall at all times remain with Generator and Broker (if a Broker is involved).

8. **Right of Refusal/Relocation.** The Generator shall inspect all Waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Company has the right to refuse, or to reject after acceptance, any load(s) of Waste(s) delivered to its Facility including if the Company believes the Generator has breached (or is breaching) its representations, warranties, covenants or agreements hereunder, or any applicable federal, state or local laws, regulations, rules or orders, even if only a portion of such Waste load is unacceptable. The Company shall have the right to inspect all vehicles and containers of Waste haulers, including the Generator's vehicles. In order to determine whether the Waste is Acceptable Waste or Unacceptable Waste pursuant to this Agreement and all applicable federal, state and local laws, rules and regulations. The Company's exercise, or failure to exercise, its rights hereunder shall not operate to relieve the Generator of its responsibilities or liability under this Agreement. The Generator shall be responsible for, and bear all reasonable expenses and damages incurred by the Company, as a result of the Unacceptable Waste and in the reloading and removal of Unacceptable Waste disposed in the Facility. The Company may also, in its sole discretion, require the Generator to promptly remove the Unacceptable Waste.

9. **Limited License to Enter.** This Agreement provides Generator with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the Facility in the manner directed by Company. Except in an emergency, Generator's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Waste, Generator's personnel shall promptly leave the Facility. Under no circumstances shall Generator or its personnel engage in any scavenging of Waste or other materials at the Facility. The Company reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of Waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to, speed limits on haul roads imposed by the Company, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. Generator agrees to conform to such rules and regulations as they may be established and amended from time to time. Company may refuse to accept Waste from and shall deny an entrance license to, any of Generator's personnel whom Company believes is under the influence of alcohol or other chemical substances. Generator shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the Facility of Company.

10. **Charges and Payment.** Payment shall be made by Generator within Thirty (30) days after receipt of invoice from Company. In the event that any amount is overdue, the Company may terminate this Agreement. Generator agrees to pay a finance charge equal to the maximum interest rate permitted by law. Generator shall be liable for all taxes, fees, or other charges imposed upon the disposal of the Waste by federal, state, local or provincial laws and regulations. Company, from time to time, may modify its rates upon sixty (60) days written notice to Generator.

11. **Termination.** Generator's obligations, representations, warranties and covenants regarding the Waste delivered and all indemnities shall survive termination of this Agreement. Should Generator materially default in any of its obligations hereunder, then Company may immediately terminate this Agreement and Generator shall be liable for all costs and damages incurred by the Company.

12. **Driver's Knowledge and Authority.** Generator represents, warrants and covenants that its drivers who deliver Waste to Company's Facility have been advised by Generator of the Company's prohibition on deliveries of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances or any other Unacceptable Waste to the Facility of Company's restrictions on deliveries of Special Waste in the Facility, of the definition of "Hazardous Waste and Hazardous Substances" as provided by applicable federal, state and local law, rules and regulations and "Special Waste" as provided herein, and of the terms of this license to enter Company's Facility.

13. **Indemnification.** Generator shall indemnify, defend and hold harmless the Company and its subsidiaries, affiliates and parent corporations, as applicable and their respective officers, directors, leaders, employees, subcontractors and agents from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorney's fees arising under federal, state or local laws, regulations or ordinances, or relating to the content of the Waste, or arising out of or in connection with any breach of the Agreement or arising out of the negligent collection, transportation and disposal of Waste by Generator or Generator's employees, agents, subcontractors or representatives thereof. Generator shall also be responsible for increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of the Company as to the content of the Waste following discovery of potentially Unacceptable Waste. This indemnification and other obligations stated in this paragraph shall survive the termination of this Agreement.

14. **Insurance.** Generator shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

Coverages	Minimum Amounts of Insurance
Wearer's Compensation	Statutory
General Liability	\$500,000 combined single limit
Automobile Liability	\$500,000 combined single limit

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Prior to Generator being allowed on Facility premises, Generator shall provide the Company with certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force. Said policies shall not be canceled, be permitted to expire or lapse, or be changed without thirty (30) days advance written notice to the Company. Generator warrants that it will secure the above minimum amounts of insurance from any transportation of the Waste to the Facility.

15. **Events to Perform.** Neither party hereto shall be liable for its failure to perform hereunder due to circumstances not its fault and beyond its reasonable control, including, but not limited to strikes or other labor disputes, riots, protests, civil disturbances or insurrections, changes in law, fires, floods, compliance with government requests, explosions, accidents, weather, lack of required natural resources, or acts of God affecting either party hereto. In the event of any of the circumstances provided for in the preceding sentence, including, but not limited to, whether any federal, state or local court or governmental authority takes any action which would (i) close or restrict operations at the Facility, (ii) limit the quantity of material the disposal of Waste at the Facility, or (iii) limit the ability of or prohibit Generator from delivering Waste to the Facility, the Company shall have the right, at its option, to reduce, suspend or terminate Generator's access to the Facility immediately, without prior notice and without any additional liabilities between the parties, other than Generator's payment obligation hereunder. Neither Party is required hereunder to initiate any labor dispute against its own best judgment.

16. **Other Termination.** The occurrence of any of the following events shall also constitute an event of default by the Generator and shall give the Company the right to immediately terminate this Agreement:

- (A) A petition for reorganization or bankruptcy filed by or against the Generator.
- (B) Failure by Generator to pay any amounts due to Company.
- (C) Any breach by Generator of any of its obligations pursuant to the Agreement.

Generator shall be liable for and shall indemnify, defend and hold harmless Company from any losses, claims, expenses or damages incurred by the Company as a result of termination hereunder.

17. **Assignment.** Generator may not assign, transfer or otherwise vest in any other Company, entity or person, in whole or in part, any of its rights or obligations under the Agreement without the prior written consent of the Company, provided, however, that the Company may without any such prior written consent, assign its rights and/or obligations under the Agreement to a subsidiary or affiliate corporation.

18. **Right of Disposal.** This Agreement does not grant any rights to dispose of Waste other than in accordance herewith. The Company reserves the right to immediately terminate access to the Facility by Generator and Generator's personnel in the event of breach or violation by Generator of any of the terms of this Agreement, the Company's operating rules or payment policies or any applicable laws or regulations.

19. **Continuing Compliance.** The Generator has a continuing obligation to inform the Company of any new information, or information not previously provided to the Company by Generator which may affect the acceptability of the Waste by the Company. Further, the Generator shall comply with all Company requests for evidence of Generator's continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated Waste profiles on the Waste(s) offered for disposal or, (ii) providing appropriate certification that the Waste being offered for disposal is accurately reflected by the appropriate Application or, (iii) re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or, (iv) allow the Company to re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or (v) all of the above.

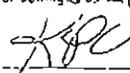
20. **Miscellaneous.**

- (A) This Agreement shall be governed by the laws of the State in which the Facility is located.
- (B) No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any past or succeeding breach of the same obligation or of any other obligation of this Agreement.
- (C) No modification, release, discharge or waiver of any provision or obligation hereof shall be of any force, or effect, unless in writing signed by all parties to this Agreement.
- (D) Generator shall treat as confidential and not disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform this Agreement, or to comply with any applicable law or regulation any information including any technical information, experience or skills regarding the Company's plans, programs, plants, processes, products, costs, equipment or operations which may come within the knowledge of the Generator or its employees in the performance of this Agreement, without in each instance securing the prior written consent of the other Company.
- (E) If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision.
- (F) This Agreement constitutes the entire understanding between the parties, replacing and superseding any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgment, purchase order or other response by Generator which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the Company and shall be of no effect.
- (G) Generator represents, warrants and covenants that it is and, during the term of this Agreement will remain in compliance with and will perform its obligations pursuant to all applicable laws and regulations and shall indemnify, defend and hold harmless the Company from any breach thereof.
- (H) It is the understanding and agreement of the parties that the Company is an independent contractor and is not an agent, nor an authorized representative of the Generator.

21. **Notice.** All notices hereunder provided for shall be considered as having been given upon being placed in the mail, certified postage prepaid addressed to the Company or Generator at the address, hereinafter set forth in this Agreement or to such other address as may be given to the other party in writing.

22. **Liquidated Damages.** In the event that this Agreement is terminated by the Generator in a manner not in accordance with paragraph 4 hereof, or terminated due to a breach of the Agreement by the Generator, the Generator shall pay, at liquidated damages, and not as a penalty, the greater of an amount equal to six (6) months' service charges or the Generator's most recent monthly charge multiplied by six (6). This Generator shall be given credit for any advance payments made hereunder, however, its compulsory the amount owed is liquidated damages hereunder. The Generator acknowledges that its liquidated damages clause is reasonable and is applicable to recover damages related to its investment in equipment, development of facilities and hiring of employees undertaken by the Company to service its customers including the Generator. The liquidated damages clause in no way releases the Generator from its obligations and liability for other cost or damages as set forth elsewhere in this Agreement.

GENERATOR: _____

REPUBLIC SERVICES/COMPANY: 

May 2009

Laroy, Barry

From: Lori Bowers (lbowers@bcaexpressllc.com)
Sent: Friday, April 12, 2013 4:40 PM
To: Laroy, Barry; Markaci, Spencer
Subject: Thank you for your business!

Hi Barry and Spencer,

Thank you for meeting with Brad and myself yesterday.

Please let this communication represent our understanding and agreement with the City of Monroe.

Based on the City Of Monroe's approval of the one year extension to our current contract to furnish the City of Monroe, Michigan with Sludge Disposal for the Wastewater Treatment Plant, B.C.A. Express Ltd will DECREASE the per ton unit price to \$13.00 per ton at the start date of the one year extension.

It has been our pleasure to service your needs at the Wastewater Treatment Plant and we hope this .40 cent per ton decrease in our rate attest to our commitment to continue to service your needs. B.C.A. Express will continue to use the disposal liners at no additional cost to the City of Monroe. It is our opinion that these liners represent a significant savings to the City of Monroe by providing a completely empty trailer with no Sludge being transported back to Wastewater Treatment Plant.

Thank you!

Have A Great Day!

Lori Bowers
Chief Executive Officer

B.C.A. Express Co., Ltd.

CONTRACT
SPECIFICATIONS
SLUDGE HAULING

The successful bidder agrees to carry, at its own expense, the following coverage for the City of Monroe:

1. Fleet Insurance
 - A. Bodily Injury with limits of not less than \$300,000
 - B. Property damage with limits of not less than \$100,000
 - C. City of Monroe shall be named as an additional insured with a copy of the policy or policies provided to the City before work defined in the contract can begin.
2. Worker's Compensation Insurance
3. General Liability Insurance
 - A. Personal Injury with limits of not less than \$1,000,000
 - B. Property damage with limits of not less than \$250,000/\$500,000

The City of Monroe must be named as additional insured and certificates of insurance must be filed with the City of Monroe. Insurance coverage shall not be cancelled without at least 30 days notice.

The contractor also agrees to carry respective insurance coverage as outlined by the Republic Services Terms & Conditions of Special Waste Service Agreement.

This bid will be for a period of three (3) years, beginning July 1, 2010, with an option for the City of Monroe to renew for additional one year increments. Increments will be considered by the City of Monroe in the third year of the base contract or with the conclusion of each additional one year increment. Notice by either party at least sixty (60) days before the termination of the agreement is sufficient to exercise the option to renew.

The City reserves the right to reject all bids or accept the bid most favorable to the City.

Identification of person submitting the bid: _____

Name and address of firm submitting the bid: _____

BIDS RECEIVED LIST FOR SLUDGE DISPOSAL AT THE WASTEWATER TREATMENT PLANT. BID REQUESTS MAILED 5/25/10. BIDS DUE FRIDAY, JUNE 11, 2010.

	<u>BID AMOUNT</u>
S&L FERTILIZER 3145 YORK ST TOLEDO OH 43603 ATTN: TERRY PERRY	\$13.65/TON (CASHIER'S CHECK)
SYNAGRO 1800 BERINE DR, SUITE 1000 HOUSTON TX 77057 ATTN: KATHLEEN WRIGHT	NO BID
DISPOSAL MANAGEMENT 570 KIRTS BLVD SUITE 211 TROY MI 48084 ATTN: BOB RYAN	NO BID
BCA EXPRESS 3804 CEDAR POINT RD OREGON OH 43616	\$13.40/TON (CASHIER'S CHECK)
HAROLD CALDWELL 311 WASHINGTON ST MONROE MI 48161	NO BID
RED HORSE HAULING & GRIND TRUCKING 15529 BEERBOWER RD NEY OH 43549 ATTN: TIM GRINE	NO BID
SA SIDLE CONSTRUCTION INC 13136 STATE ROUTE 18 HOLGATE OH 43527 ATTN: SCOTT SIDLE	NO BID
HOMRICH INC 200 MATLIN RD CARLETON MI 48117 ATTN: JEFF RYDER	\$16.66/TON (BID BOND)
TRINITY ENVIRONMENTAL SOLUTIONS 615 GRISWOLD SUITE 1300 DETROIT MI 48226	\$110/TON (NO BID BOND)

7-1-10-6-30-13
BSL



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM JAMES BICA JR. TO TEMPORARILY EXPAND THE AREA USED FOR OUTDOOR CAFÉ SERVICE, DURING THE PERIOD OF THE E. FRONT AND N. MACOMB STS. INTERSECTION CLOSURE

DISCUSSION: The City received a request from James Bica Jr. to be permitted to temporarily expand the area used for the sidewalk café service of Beek’s Bar and Grill, the Mancino’s Restaurant and the 129 Lounge, onto a portion of E. Front St., during the period of the construction-related closure of the E. Front and N. Macomb Sts. intersection.

The intersection of E. Front and N. Macomb Sts. is scheduled to be reconstructed as a part of the N. Macomb St. Bridge reconstruction project. The initial construction-work plans called for the intersection to be reconstructed in two phases, in order to allow for at least one lane to remain open for west-bound traffic passage on E. Front St. at all times. Recently, the primary contractor for the Bridge project requested that the City and its project engineering consultant consider permitting the contractor to reconstruct the intersection in a single phase, which would reduce the time that the Bridge would be closed and traffic flow at the intersection would be disrupted but, would require full closure of the intersection during its reconstruction. As part of the review of the details of this request, the City Engineer and the consultant’s project engineer developed a few requirements, which the contractor would need to comply with in order to undertake the intersection reconstruction in a single phase including its full closure. One of these requirements was to communicate with, and solicit feedback from, the business and property owners who would be most affected by a full closure of the intersection. Those conditions having been met, the contractor has been given permission to undertake the intersection reconstruction in a single phase, with it fully closed to traffic.

Among others, vehicle and pedestrian access to Beek’s Bar and Grill, Mancino’s Restaurant and the 129 Lounge will be significantly disrupted during the intersection reconstruction. In order to help alleviate some of the potentially negative impacts on their business, James Bica Jr., as a co-owner of those businesses, is requesting City Council permission to expand the outdoor café seating and service areas for those establishments, onto a portion of the E. Front St., during the period of the intersection reconstruction and street closure. The request has been reviewed by pertinent City staff and they have no objections to the request, on the conditions that a minimum of a 12 foot wide lane remain unobstructed for emergency vehicle and construction access, that an ADA accessible pedestrian route to all building entrances be maintained, that all outdoor activities comply with the City’s noise ordinance, that insurance requirements are met and that all required permits be obtained.

Therefore, it is recommended, that City Council approve this request contingent upon all conditions being met as outlined by the administration above, 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, and Manager

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City

Account Number

Amount

\$
\$
\$
\$
\$

Other Funds

\$
\$
\$
\$

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office

DATE: 5/17/13

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 5/20/13

Memo

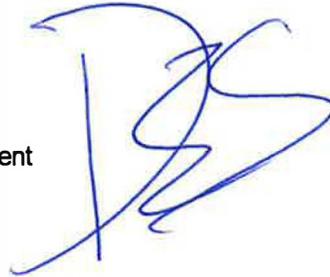
To: George Brown
City Manager

From: Dan Swallow
Dir. of Economic and Community Development

CC:

Date: 5/17/2013

Re: BBD & K Outdoor Service Area Request

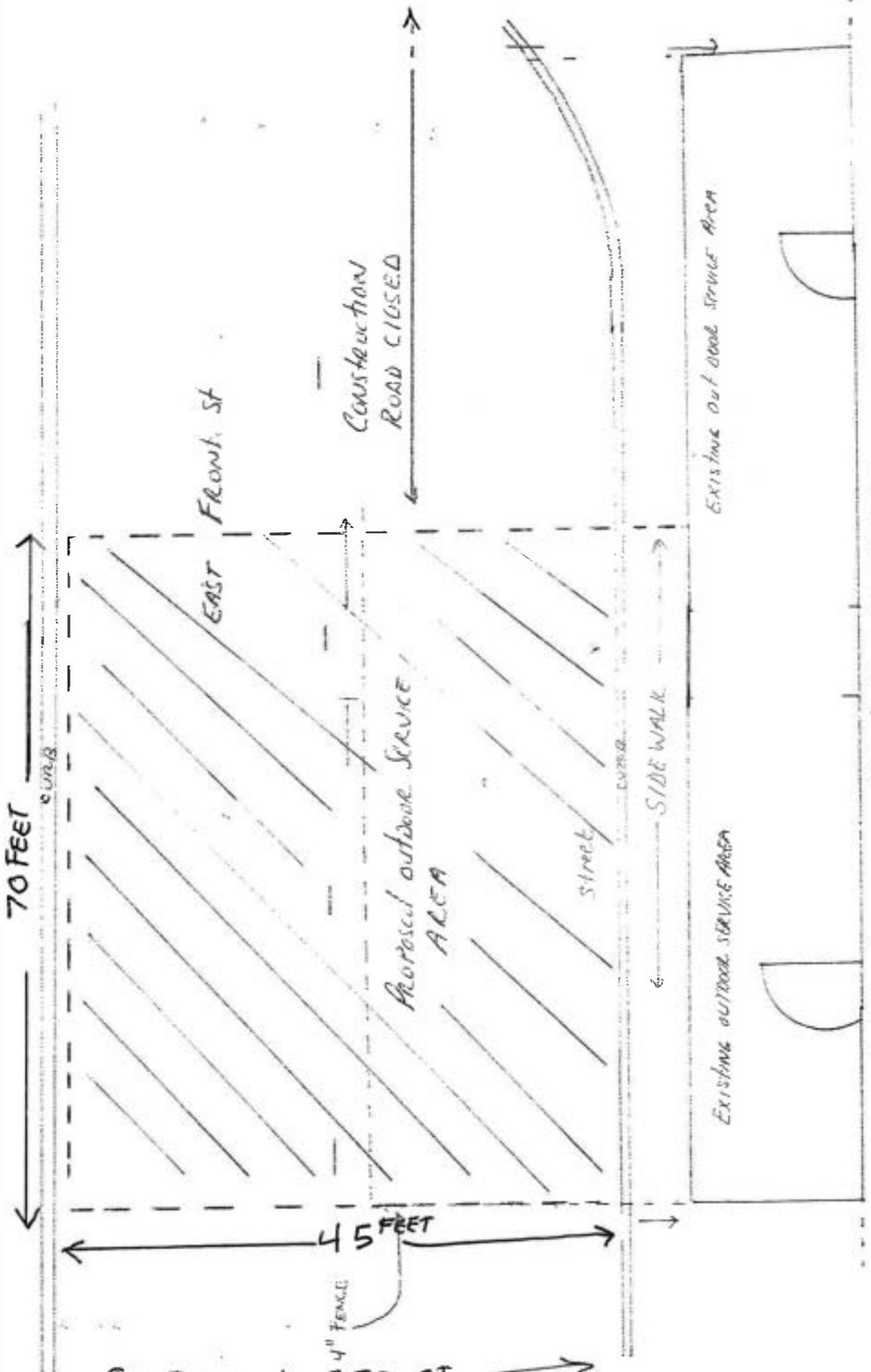


I have reviewed the application for use of the East Front Street right-of-way by BBD & K for an Outdoor Service Area. In accordance with the Code of the City of Monroe, Chapter 625, Sidewalks and Streets, obstruction and use of City streets must be pre-approved by the City. Further, Section 720-61, Sidewalk café service, regulates the use of the public right-of-way for outdoor service areas. Based on my review of the information provided, I found the proposed use of the E. Front Street right-of-way acceptable with the following conditions:

1. The applicant applies to the Building Department for an amendment to their current Sidewalk Café Permit in accordance with Chapter 720-61, Sidewalk café service, to include the expanded outdoor service area.
 - a. The applicant provides a diagram with location(s) of any structures (i.e. temporary bars), and a description of the proposed fencing or barricades that will be located in or demarcate the outdoor service area.
 - b. The Building Department determines that the application meets the minimum standards set forth in Section 720-61, the proposed fencing or barricades are appropriate for the intended use, and the ingress and egress routes are adequate.
2. The applicant provides the City with a Certificate of Liability Insurance for the proposed use(s) of City property in accordance with Section 720-61. D.

Building • **Planning** • **Recreation**

- a. Each permit applicant shall provide the City with a certificate of public liability insurance protection in an amount to be determined solely by the City. The certificate of insurance must be in effect for at least the period of the permit to be issued.
 - b. The Council shall determine, by resolution, the necessary amount of liability insurance coverage. Each certificate must meet the approval of the City Attorney or the Director of Finance.
3. If any electrical service will be utilized in the outdoor service area, the applicant must apply to the Building Department for an electrical permit and adhere to any stipulated inspections and installation requirements.
4. Provision of any alcoholic beverages in the outdoor service area is subject to the pre-approval and any conditions imposed by the Michigan Liquor Control Commission.



128 Feet FRONT

BBD-K INC USE #5480

120 Feet



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Request from Andrew Clark on behalf of the Monroe County Historical Museums and the Genealogical Society of Monroe County

DISCUSSION: Mr. Clark is requesting permission to "...coordinate a cleanup and documentation project of headstones and footstones located within Memorial Place..." The project is proposed for Saturday, June 8, 2013, beginning at 10 a.m.

In April 1901, the Civic Improvement Society of Monroe County presented the Kentucky Soldiers' Monument to the City of Monroe commemorating the sacrifice made by Kentuckians who lost their lives at the battles of the River Raisin in January 1813. In so doing, the Civic Improvement Society transformed what was "...the initial temporary burial location of unidentified victims (primarily Kentucky militia)..." (Rutter, 2005) of the 1813 battles and later a local burial ground into one of the city's most eloquent memorials. Today the western portion of the site at Monroe and Seventh Streets contains at least 72 headstones and footstones. These represent burials from the first quarter of the nineteenth century through the 1830s, primarily the victims of several cholera epidemics that swept Monroe during this period. The remains of the Kentuckians from 1813 were exhumed from the mass burial and repatriated to Kentucky prior to the site's use for local burials.

The thin "tablet" headstones and footstones from the nineteenth century, once upright and marking burial plots in the western portion of the site, have long since fell most likely the result of their own structural fragility. Today most, if not all, stones face upward subjecting inscriptions to potential environmental and mechanical harm. Likewise, without regular maintenance, grass, weeds and soil will slowly cover the headstones and footstones obscuring inscriptions and subjecting the stones to increased moisture and resultant problems. The last cleaning of the headstones and footstones at Memorial Place occurred in October 2004 and was undertaken and coordinated by the city's Historic Preservation Planner.

Mr. Clark is coordinating the project of the two organizations identified above. He anticipates approximately a dozen volunteers, comprising two groups - one which will clear and gently clean the stones and the other which will document the information provided by the inscriptions. Mr. Clark indicated that the information compiled will become part of the reference collection of the local Genealogical Society and the Monroe County Historical Museum. A copy will also be provided to the City of Monroe.

Mr. Clark indicated that training on proper procedures for cleaning headstones will be provided to volunteers prior to any work being performed. He has also requested the assistance of the Department of Public Services in providing water for cleaning; and waste barrels or containers for the grass, sod, and debris removed.

City staff have reviewed the request. The Director of Engineering and Public Services has indicated that DPS will provide access to water, as well as containers for debris. The Historic Preservation Officer is recommending that City Council approve the request with the following conditions:

1. Mr. Clark is to provide the City with the name or names of the person or persons who will conduct the volunteer training for approval by the City, along with their qualifications, prior to the project;
2. The scope of the project will be limited to only clearing and cleaning headstones and footstones; and documenting the information found thereon; and
3. No stones, either headstones or footstones, shall be physically lifted or moved to accommodate cleaning; nor shall any stone be removed from its current location.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: May 20, 2013

REASON FOR DEADLINE: Project date is proposed for June

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Mayor's Office, Preservation Office

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Planning / Preservation Office, Engineering/DPS

FINANCES

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: Jeffrey Green, AICP, Historic Preservation Officer / City Planner  DATE: 5.15.13

REVIEWED BY: George Brown, City Manager

DATE: 5.15.13

COUNCIL MEETING DATE: May 20, 2013



MONROE COUNTY HISTORICAL MUSEUMS

126 South Monroe Street • Monroe, Michigan 48161

734.240.7780 • MonroeMuseums.org

A DEPARTMENT OF THE COUNTY OF MONROE, MICHIGAN

Monday, May 6, 2013

City of Monroe, Michigan
Attn: Mayor Clark and City Council
120 East First Street
Monroe, Michigan 48161

Mayor Clark and City Council:

The Genealogical Society of Monroe County (GSMC) and the Monroe County Historical Museums (MCHM), seeks the permission of the City of Monroe to coordinate a cleanup and documentation project of headstones and footstones located within Memorial Place/Old City Cemetery located at the corner of South Monroe and Seventh Streets on Saturday, June 8th beginning at 10 am.

If approved, the project would consist of about a dozen trained volunteers that would be divided into two groups. One group of volunteers would be tasked with carefully removing the sod covering the head and footstones then gently cleaning them. A second group would create written and photographic documentation of the head and footstones. When completed, all documentary materials would be held in the reference collections of the GSMC and MCHM to assist researchers as well as further aid in preserving our community's history. A copy of the documentation would, of course, be deposited with the City of Monroe for its reference. Prior to the cleanup, the volunteers would receive training in the proper procedures for cleaning the head and footstones in a manner satisfactory to preservation guidelines established by the City of Monroe. Any assistance the City of Monroe could provide, such as barrels for the placement of sod, water for the site, etc. would be greatly appreciated.

Thank you for your time and consideration of our request. If you have any questions, please do not hesitate to contact me at 734.240.7781 or andy_clark@monroemi.org.

Best regards,

Andrew Clark
Museum Director