
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, JUNE 3, 2013

7:30 P.M.

Amended

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. PUBLIC HEARING.

114 Public hearing for the purpose of reviewing and receiving comments on 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. There are no comments on file in writing in the Clerk-Treasurer's Office.

132 Public hearing for the purpose of reviewing and receiving comments on the approval of the Brownfield Plan for Site No. 11, Third Plan, Frenchtown Settlement – River Raisin Battlefield Site, Pump House Redevelopment. There are no comments on file in writing in the Clerk-Treasurer's Office.

V. COUNCIL ACTION.

69 FY 2013-14 Community Development Block Grant Annual Action Plan.

Communication from the Director of Economic & Community Development, submitting the Community Development Block Grant Annual Action Plan for Fiscal Year 2013-14 as required by the Department of Housing and Urban Development (HUD), and recommending that Council approve distribution of the proposed FY 2013-14 CDBG Annual Action Plan for a 30-day public comment period. The public hearing was held on Monday, May 20, 2013.

114 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, up for its final reading.

VI. 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 Regular City Council Meeting held on May 20, 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.
- 126 American Heart Association Monroe Heart Chase.
1. Communication from the City Manager's Office, submitting a request from the American Heart Association Youth Marketing Director Amy Hobley for permission to hold the 3rd annual Monroe Heart Chase to raise awareness and help raise money for heart disease on Saturday, August 24, 2013, specifically to use Loranger Square, St. Mary's Park, Altrusa Park, Soldier & Sailors Park, and use of the city sidewalks from 9:00 a.m. – 12 noon, and recommending that Council approve the request contingent upon items being met as outlined by the administration, subject to no additional overtime or other costs to the city in accordance with City Council adopted policy, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 127 Water Department Distribution Service Truck Purchase.
1. Communication from the Director of Water & Wastewater Utilities, submitting a request to purchase a 2013 Distribution Service Truck, and recommending that a purchase order in the amount of \$60,259 be issued to Signature Ford Lincoln out of Owosso, MI in accordance with their quote dated May 22, 2013, state bid contract requirements (#071B1300009) and that the bid process be waived.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 128 Downtown Monroe Business Network – Annual Fine Art Fair.
1. Communication from the City Manager's Office, reporting back on a request from the Downtown Monroe Business Network (DMBN) Fine Arts Fair Committee to hold the 10th Annual Fine Art Fair in conjunction with the 2013 River Raisin Jazz Festival on August 10 & 11, 2013, and requesting use of utilities, services, personnel from the City, closure of the affected streets, picnic tables and extra trash cans, and recommending that Council approve the request contingent upon items being met as outlined by the administration, subject to no additional overtime or other costs to the city in accordance with City Council adopted policy, that the DMBN make arrangements to provide porta potties, 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.
- 129 Mercy Memorial Hospital Group Bicycle Ride thru the City of Monroe.
1. Communication from the City Manager's Office, reporting back on a request from Jackie Swearingen on behalf of Mercy Memorial Hospital for permission to hold a Group Bicycle Ride on August 24, 2013 at 9:00 a.m. and to allow the bike ride to proceed on the affected streets and into Munson Park, and recommending that Council approve this request contingent upon items being met as outlined by the administration, subject to costs recovery & fee waivers in accordance with City Council adopted policy, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.

2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 130 Water Treatment Plant Fiscal Year 2013-2014 Chemical Requirements Bid.
1. Communication from the Director of Water & Wastewater Utilities, reporting back on bids received for Liquid Aluminum Sulfate, Fluoride, Liquid Oxygen, Sodium Hypochlorite, and Zinc Orthophosphate for use at the Monroe Water Treatment Plant, and recommending that the Liquid Oxygen contract amendment (#9) be executed and that the Mayor and City Clerk-Treasurer be authorized to sign the contract amendment on behalf of the City of Monroe and that purchase orders be awarded to the following vendors for the durations and estimated chemical requirements at the Water Treatment Plant based on the bid unit prices: General Chemical LLC, Liquid Aluminum, for a total cost of \$120,000, PVS Nolwood Chemicals, Fluoride, for a total cost of \$21,560, Air Liquide Industrial, Liquid Oxygen, for a total cost of \$39,300, PVS Nolwood Chemicals, Sodium Hypochlorite, for a total cost of \$59,195.64, and Shannon Chemical Corporation, Zinc Orthophosphate, for a total cost of \$31,636.20.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 131 2012 Sanitary Sewer Rehabilitation Program – Change Order Award.
1. Communication from the Director of Engineering & Public Services, submitting a change order to the 2012 Sanitary Sewer Rehabilitation Program for 2013 projects, and recommending that Council Award a change order to the 2012 Sewer Rehabilitation Program contract to Lanzo Lining Services, Inc. in the amount of \$308,816, and that a total of \$324,400 be encumbered to include a 5% project contingency, and further recommending that the competitive bidding process be waived for this award, for the reasons stated above, and further recommending that the Director of Engineering & Public Services be authorized to execute the change order on behalf of the City of Monroe.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 132 Approval of the Brownfield Plan for Site No. 11, Third Plan, Frenchtown Settlement – River Raisin Battlefield Site, Pump House Redevelopment.
1. Communication from the Director of Economic & Community Development, submitting a proposed resolution approving a Brownfield Plan for Site No. 11, approximately 0.562 acres owned by the Port of Monroe, former Union Camp/Jefferson Smurfit companies “Pump House”, and recommending that Council approve the Brownfield Plan for Site No. 11, Third Plan Frenchtown Settlement – River Raisin Battlefield Site, Pump House Redevelopment, in the form of the attached resolution, following consideration of any comments at the public hearing.
 2. Supporting documents.
 3. Action: Accept, place on file and the resolution be adopted.
- 133 Wastewater Effluent Sampler Replacement at the Wastewater Treatment Plant Bids.
1. Communication from the Director of Water & Wastewater Utilities, reporting back on bids received for the Effluent Sampler Replacement at the Wastewater Treatment Plant, and recommending that a purchase order be awarded to the Hach Company out of Loveland, CO in the amount of \$7,683

to supply a Replacement Effluent Sampler for the Wastewater Treatment Plant in accordance with the bid specifications.

2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 134 Utility Service Area Geographic Information System Development – Professional Services Award.
1. Communication from the Director of Engineering & Public Services, reporting back on Request for Proposals for the Utility Service Area Geographic Information System Development, and recommending that a professional services award be made to OHM Advisors for the above work in the amount of up to \$145,000 including reimbursable expenses, and that the Director of Engineering & Public Services be authorized to execute any necessary agreement documents on behalf of the City.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 135 Agreement with Monroe Public Schools and the Monroe Family YMCA to Operate the Dick Waters Swimming Pool at Arborwood South.
1. Communication from the Director of Economic & Community Development, submitting a proposed agreement between the Monroe Public Schools and the Monroe Family YMCA to reopen and operate the Dick Waters Swimming Pool at Arborwood South, and recommending that Council approve entering into the proposed operations and service agreement with the Monroe Public Schools and the Monroe Family YMCA to operate the Dick Waters Swimming Pool at the Arborwood South facility for the 2013 season, and authorize the Mayor and Clerk-Treasurer to execute the Agreement, with a financial commitment not to exceed \$15,000; subject to final review and approval of the agreement language by the City Attorney.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 136 2013-2015 Ball Field Maintenance Contract – Change Order for Field Improvements.
1. Communication from the Director of Economic & Community Development, submitting a Change Order to the 2013-2015 Ball Field Maintenance Contract with World Class Landscaping & Contracting, Inc. for drainage improvements to adult diamond #4 and replacement of the infields of the youth baseball diamonds at Munson Park, and recommending that Council approve the proposed Change Order No. 1 to the Ball Field Maintenance Contract 2013-2015 Seasons with World Class Landscaping & Contracting, Inc. in the amount of \$9,690.00 for the above items, and that the Director of Engineering & Public Services be authorized to execute it on behalf of the City.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.

VII. MAYOR'S COMMENTS.

VIII. COUNCIL COMMENTS.

IX. CITY MANAGER COMMUNICATION.

X. CITIZEN COMMENTS.

XI. QUARTERLY EXECUTIVE CLOSED SESSION TO DISCUSS PENDING LITIGATION.

XII. ADJOURNMENT.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: AMERICAN HEART ASSOCIATION MONROE HEART CHASE

DISCUSSION: The City received a request from the American Heart Association Youth Marketing Director Amy Holey for permission to hold the 3rd annual Monroe Heart Chase to raise awareness and help raise money for heart disease on August 24, 2013. Specifically the request is to use Loranger Square, St. Mary's Park, Altrusa Park, Soldier & Sailors Park, and use of the city sidewalks from 9:00 a.m. – 12 noon. The event will set up a check point at each location where participants will perform a heart healthy activity and walk to the next location. This event does not require the use of the entire location.

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

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

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

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

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

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:

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

FINANCES

COST AND REVENUE PROJECTIONS:

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

<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: City Manager's Office

DATE: 5/23/13

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 6/3/13

RECEIVED

MAY 17 2013
BUILDING DEPARTMENT
City of Monroe, Mich

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

Name of Applicant (Organization): American Heart Association

Contact Person: Amy Hobbey

Address: 40 Oak Hollow Suite 220, Southfield MI 48033

Phone: 734-812-4442 Fax: 248-936-5784

Dates Requested: August 24, 2013

Location Requested: City Park Private Property Public Property

PROJECT LOCATION (Address): St. Mary Park, Altrusa Park, Soldier & Sailors Park,

PROPERTY OWNER INFORMATION
Name: _____

Address: _____

Phone: _____ Fax: _____

EVENT DESCRIPTION:

Teams walk to ten checkpoints throughout the City engaging in a heart healthy activity at each. We will be starting at Loranger Square.

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):

RECEIVED
MAY 18 2013

OWNER: _____

DATE: _____ CITY MANAGER'S OFFICE

APPLICANT: Amy E. Hobbey

DATE: 5-6-13



May 15, 2013

American Heart Association
Amy Hobley
40 Oak Hollow, Suite 220
Southfield, MI 48033

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

Dear Mayor Clark & Monroe City Council:

On behalf of the American Heart Association we are excited to continue our partnership with the city of Monroe with the Third annual HeartChase. This letter is a request the reduced permit fee for a non-profit organization for our event being held on Saturday August 24th from 9am to noon. We intend to use the following locations within the city: Loranger Square (which has been reserved through the County of Monroe), St. Mary's Park, Altrusa Park, Soldier & Sailors Parks as well as the use of city sidewalks. Our event will consist of a checkpoint at each of the listed parks and not require the use of the entire location.

We would not disrupt parking during our Heart Chase event and are planning on using the city trash for disposal of any food or waste. The American Heart Association does have blanket liability coverage for volunteers and municipalities involved in events of this nature. I have included Proof of liability with this request along with a copy of the proposed route. Please note that our insurance coverage runs from July 1, 2012 through June 30, 2013. The certificate enclosed is good through June 30th and we will issue another certificate for the City after July 1st that would actually cover the date of the event in August. A finalized route will be available early August and forwarded to you as soon as it is available.

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

In good health,
Amy Hobley

A handwritten signature in cursive script that reads "Amy Hobley".

Youth Marketing Director
American Heart Association
Cell: 734-812-4442
amy.hobley@heart.org



City of Monroe

120 E. First Street
Monroe, MI 48161-2169
Ph: (734) 384-9186
Fax:

Pay by Account In Full



TOTAL AMOUNT DUE

\$ 75.00

AMERICAN HEART ASSOCIATION
40 OAK HOLLOW STE 220
Southfield, MI 48034

Pay by Invoice Code	Type	Record No.	Invoice No.	Address	Amount Due
	Permit	PBD-13-0694	00038834	120 E FIRST ST Special Event	\$ 75.00
Fee Detail: 1.00					
Total Amount Due					\$ 75.00

City of Monroe
Treasurers Office
120 E. First Street
Monroe, MI 48161
Phone : (734) 243-6700

Received from:
DAVID NOBLEY
40 OAK HOLLOW STE 220
Southfield MI 48034

Date: 05/17/2013
Time: 3:36:04 PM
Receipt: 178715
Cashier: hwoolam
Workstation: STNE
Drawer: 1

ITEM REFERENCE AMOUNT
ADIV Building Dept. Inv
02020934 \$75.00
TOTAL \$75.00
CHECKS 3281 \$75.00
Total Tendered: \$75.00
Change: \$0.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/28/2012

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 Marsh USA, Inc. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7357 010207-AII-GAWXP-12-13	CONTACT NAME: PHONE: FAX (A/C No): E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER B : American Guarantee & Liability Ins Co</td> <td>26247</td> </tr> <tr> <td>INSURER C : Liberty Mutual Insurance Company</td> <td>23043</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	40142	INSURER B : American Guarantee & Liability Ins Co	26247	INSURER C : Liberty Mutual Insurance Company	23043	INSURER D :		INSURER E :		INSURER F :
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INSURER D :														
INSURER E :														
INSURER F :														

COVERAGES	CERTIFICATE NUMBER: HOU-002189802-01	REVISION NUMBER: 4
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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 SUBR 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"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		GLO 837615717	07/01/2012	07/01/2013	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BAP-8376159-17	07/01/2012	07/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		AUC 9300308 11	07/01/2012	07/01/2013	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A		WC 8376108-17	07/01/2012	07/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Property		YU2-L9L-531940-012	07/01/2012	07/01/2013	Per schedule on file with the company	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Event: Monroe Michigan Heartchase 9/29/2012 The City of Monroe is added as an additional insured on General Liability and Automobile Liability as required by written contract.

CERTIFICATE HOLDER City of Monroe Attn: Pat Weaver 120 East First Street 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 of Marsh USA Inc. William Hines
--	---



OGDEN UT 84201-0038

In reply refer to: 0441746480
Feb. 25, 2011 LTR 4168C E0
13-5613797 000000 00 R
00028475
BODC: TE

AMERICAN HEART ASSOCIATION INC
NATIONAL CENTER
% SUNDER JOSHI EVP CFO
7272 GREENVILLE AVE
DALLAS TX 75231-5129



000989

Employer Identification Number: 13-5613797
Person to Contact: Ms. Casteel
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 15, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in July 1949.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

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.

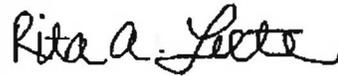
Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0441746480
Feb. 25, 2011 LTR 4168C E0
13-5613797 000000 00 R
00028476

AMERICAN HEART ASSOCIATION INC
NATIONAL CENTER
% SUNDER JOSHI EVP CFO
7272 GREENVILLE AVE
DALLAS TX 75231-5129

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

Sincerely yours,



Rita A. Leete
Accounts Management II

APPLICATION FOR CHARITABLE SOLICITATIONS PERMIT

Date Approved: _____ Charles D. Evans – Clerk/Treasurer Permit # _____
City Hall, City of Monroe
120 East First Street, Monroe, MI 48161 Issued _____
(734) 243-0700, ext. 2136 or 2138

Date of Application: 5-21-13

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

1. Name of Applicant (Organization): American Heart Association
Address: 40 Oak Hollow Suite 220, Southfield MI 48033
Telephone Number: 734-812-4442
2. If the applicant is not an individual, state names and addresses of the applicant's principal officers and manager:
Nancy Brown, CEO
David Wm., Livingston, J.D., EVP & Corporate Counsel
Sunder Joshi, EVP & Chief Financial Officer

American Heart Association
NATIONAL CENTER
7272 Greenville Ave.
Dallas, Texas 75231
3. State the purpose of the solicitation and the use or disposition to be made of any receipts therefrom:
All donations used to further the mission of the American Heart Association: "creating healthier lives free of cardiovascular disease and stroke".
4. State the name(s) of the persons by whom the receipts of the solicitation will be disbursed:
Most donations will be received utilizing our online fundraising tool however if a cash donation is made it will be given to Amy Hoblely for deposit at the American Heart Association.
5. State the names and addresses of the person or person who will be in direct charge of coordinating the solicitation:
Amy Hoblely
40 Oak Hollow Suite 220
Southfield MI 48033
6. Describe the method or methods to be used in coordinating the solicitation.
Participants will be utilizing our online fundraising tool or a collection envelope for cash donations.

7. Dates of proposed solicitation:

Beginning: 6-1-13 Ending: 8-24-13

8. Times of proposed solicitation:

Beginning: 9am Ending: 5pm

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.

Amy E. Huelcy
NOTARIZED SIGNATURE OF APPLICANT

ERIC LADWIG
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF WAYNE
MY COMMISSION EXPIRES FEB 20, 2016
ACTING IN COUNTY OF WAYNE

Subscribed and sworn to before me, on MAY 22 .. 2013

Eric Ladwig
Notary Public
Eric Ladwig
My Commission Expires: 2-20-2016





CITY COUNCIL AGENDA FACT SHEET

RELATING TO: WATER DEPARTMENT DISTRIBUTION SERVICE TRUCK PURCHASE

DISCUSSION: Included in the Water Department FY 2013-2014 Capital Improvement Program (CIP) is to replace an existing Distribution Service Truck. The existing service truck was purchased in 2003 by the Water Department. The service truck is a 2003 International, has had numerous repairs and is at the end of its useful service life. The existing truck is a diesel, but is not fuel efficient. It has become unreliable with numerous repairs compared to the other diesel engine service truck. Currently repairs are made regularly to keep the truck operational / road ready such that replacement of the unit is a high priority. The new service truck will have a crew cab that can fit up to a 4 man crew. This can reduce the number of vehicles required to transport employees to a job site which can reduce vehicle fuel and maintenance costs.

Signature Ford Lincoln out of Owosso, MI holds the 2013 Vehicle State of Michigan Contract (#071B1300009) for Ford vehicles. Signature Ford Lincoln has provided the attached quote in accordance with their 2013 vehicle state contract which meets the Distribution Service Truck specifications for \$60,259.00. The quote from Signature Ford Lincoln is current. Other state bid brands were investigated such that GM does not provide a truck this size and Dodge does not stock Knapheide service bodies. The Water Department requests that Signature Ford Lincoln be considered the sole source provider to purchase the service truck and for this purchase to be made without bids. Adequate funding has been budgeted in the Water Department FY 2013-2014 CIP. Delivery will be after July 1, 2013.

IT IS RECOMMENDED that a purchase order in the amount of \$60,259.00 be issued to Signature Ford Lincoln out of Owosso, MI in accordance with their quote dated May 22, 2013, state bid contract requirements (#071B1300009) and for the bid process be waived.

CITY MANAGER RECOMMENDATION:

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

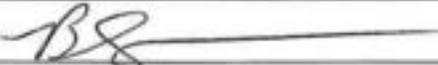
APPROVAL DEADLINE: ASAP

REASON FOR DEADLINE: Maintain distribution system service tasks with reliable / efficient transportation.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:


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

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 60,259.00
Cost of This Project Approval	\$ 60,259.00
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year (Estimated reduced fuel & main cost)	\$ 2,500.00

SOURCE OF FUNDS:

City

Vehicles

Account Number

59140538 981000 14W05

Amount

\$ 60,259.00

Other Funds

Budget Approval:

 FY14 budget

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** May 23, 2013

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: June 3, 2013



May 22, 2013

City of Monroe
Attn: Kevin Armstrong
120 First Street
Monroe, MI 48161

Dear Kevin Armstrong:

Price on 2013 Vehicle State of Michigan Contract #071B1300009 Bid:

2013 Ford F550 Crew Cab 4x2 Chassis 200"WB, 84 CA in White	\$40,409.00 ea
Knapheide KC132H20941 Canopy Roof Service Body	\$19,850.00 ea
Total Delivered Price	\$60,259.00 ea

Standard Service Contract: 36,000 miles or 36 months factory Bumper to Bumper Warranty and 60,000miles 60 months Powertrain Warranty . Service to be handled by your local Ford Dealer.

Order Cutoff Date: Knapheide Truck Equip Pool.

Ford Motor Company does not guarantee delivery--Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

2013 F-550 DRW-Chassis Cab Reg. Cab, SuperCab, Crew Cab Major Standard Equipment

Powertrain/Functional

- Alternator, Extra Heavy Duty – 200-amps (Diesel)
- Alternator, Heavy Duty – 155-amps, (Gas)
- Battery, 750 CCA, 78-AH, (Gas)
- Battery, 750 CCA, 78-AH, dual (Diesel)
- Brakes – 4-wheel Anti-lock Braking System
- Engine– 6.8L 3-Valve SOHC EFI Triton® modular V10 gas
- Fuel tank – 40 gallon aft-axle
- Shock absorbers – heavy duty gas
- Springs, rear auxiliary
- Stabilizer bars – front & rear
- Stationary Elevated Idle Control (SEIC)
- Steering damper
- Steering – power
- Trailer wiring – 7-wire harness w/relays, blunt cut & labeled
- Transmission – 5-speed SelectShift Automatic O/D

Exterior

- "3-Blink" Lane change signal
- Bumper – front, black painted
- Door handles – black
- Fender vents – front
- Front License Plate Bracket
- Glass – solar tinted
- Grille – black painted
- Headlamps – dual beam jewel effect
- Lights – roof/marker clearance lights
- Mirrors – manually telescoping trailer tow mirrors w/manual glass & 2-way fold
- Tires 225/70R×19.5G BSW All-Season (6)
- Tow hooks – (2) front
- Underhood service light
- Wheels– 19.5" argent painted steel
- Window – rear, fixed

Interior

- Air conditioning – manual
- Audio – AM/FM stereo w/digital clock & 2-speakers
- Convenience
- Auxiliary power point

- Coat hooks, RH/LH color coordinated
- Dash-top tray
- Dome lamp w/dual map lights (front & rear w/Crew Cab), RH/LH door activated & I/P switch operated w/delay
- Grab handles, driver & front passenger
- Roof ride handles, front passenger (also over rear doors on Crew Cab)
- Door trim – armrest/grab handle and reflector
- Floor covering – black vinyl full
- Headliner – color coordinated molded cloth
- Hood release
- Horn – dual electric
- Instrumentation – Multifunction switch message center with ice blue lighting (three button message control on steering wheel)
- Mirror – rearview 11.5" day/night
- Power point, auxiliary
- Scuff plates – color coordinated
- Seat – Front, HD vinyl, 40/20/40 split bench w/center armrest, cupholder & storage (manual lumbar – driver side)
- Steering wheel – black vinyl, with telescoping steering column
- Sunvisors – color coordinated vinyl, single driver w/pocket, single passenger w/mirror insert
- Upfitter switches (4) on the instrument panel
- Windshield Wipers – interval control

Safety/Security

- Air bag
- Driver and Passenger frontal and side air bag/curtain
- Passenger side air bag deactivation switch (not incl. w/Crew Cab)
- Belt-Minder® – chime & flashing warning light on I/P if belts not buckled
- Safety Belts – color coordinated w/height adjustment (front outboard seating positions only)
- SOS Post Crash Alert System

18,000# GVWR, 11,500 PAYLOAD Reg. Cab 141 WB, CA 60", 18,000# GVWR, 11,200 PAYLOAD

<input type="checkbox"/>	Base Price (F5G/660a) 4x2	\$26,316.00
<input type="checkbox"/>	Base Price (F5H/660a) 4x4	\$29,344.00

18,000# GVWR, 11,400 PAYLOAD Reg. Cab WB 165, CA 84", 18,000# GVWR, 11,100 PAYLOAD

<input type="checkbox"/>	Base Price (F5G/660a) 4x2	\$26,286.00
<input type="checkbox"/>	Base Price (F5H/660a) 4x4	\$29,713.00

18,000# GVWR, 11,300 PAYLOAD Reg. Cab 189 WB, CA 108", 18,000# GVWR, 11,000 PAYLOAD

<input type="checkbox"/>	Base Price (F5G/660a) 4x2	\$26,586.00
<input type="checkbox"/>	Base Price (F5H/660a) 4x4	\$29,809.00

18,000# GVWR, 11,100 PAYLOAD Reg. Cab WB 201, CA 120", 18,000# GVWR, 10,700 PAYLOAD	
<input type="checkbox"/> Base Price (F5G/660a) 4x2	\$26,651.00
<input type="checkbox"/> Base Price (F5H/660a) 4x4	\$29,870.00
18,000# GVWR, 11,100 PAYLOAD SuperCab WB 162, CA 60", 18,000# GVWR, 10,800 PAYLOAD	
<input type="checkbox"/> Base Price (X5G/660a) 4x2	\$28,304.00
<input type="checkbox"/> Base Price (X5H/660a) 4x4	\$31,506.00
18,000# GVWR, 11,000 PAYLOAD SuperCab WB 186, CA 84", 18,000# GVWR, 10,700 PAYLOAD	
<input type="checkbox"/> Base Price (X5G/660a) 4x2	\$28,482.00
<input type="checkbox"/> Base Price (X5H/660a) 4x4	\$31,684.00
18,000# GVWR, 10,900 PAYLOAD Crew Cab WB 176, CA 60", 18,000# GVWR, 10,600 PAYLOAD	
<input type="checkbox"/> Base Price (W5G/660a) 4x2	\$29,100.00
<input type="checkbox"/> Base Price (W5H/660a) 4x4	\$32,332.00
18,000# GVWR, 10,800 PAYLOAD Crew Cab WB 200, CA 84", 18,000# GVWR, 9,900 PAYLOAD	
<input checked="" type="checkbox"/> Base Price (W5G/660a) 4x2	\$29,557.00
<input type="checkbox"/> Base Price (W5H/660a) 4x4	\$32,484.00

<u>Available Standard Options</u>	<u>Option</u>	<u>Price</u> <u>Reg.&Super/CrewCab</u>
<input checked="" type="checkbox"/> 6.7L Power Stroke 4V Diesel V8 (B20)/TorqShift 6-Spd Auto.	99T/44W	6,864.00
<input type="checkbox"/> Seats, 40/20/40 Split Bench Cloth	1S	95.00/275.00
<input type="checkbox"/> Seat, Vinyl 40/Mini-Console/40 (Regular Cab only)	LS	307.00
<input type="checkbox"/> Seats, Cloth 40/Mini-Console/40	2S	450.00/535.00
<input checked="" type="checkbox"/> LT225/70Rx19.5 BSW Traction, incl. 4-Traction on the rear & 2 A/S tires on the front, Option Spare is A/S	THB	165.00
<input type="checkbox"/> LT225/70Rx19.5 BSW Max Traction-4x4 only, Continental, Incl. 4-traction tires on the rear & 2 traction tires on the front	TGB	188.00
<input type="checkbox"/> Stainless Steel Wheel Cover	945	330.00
<input type="checkbox"/> Engine Idle Shutdown (avail. w/6.7L diesel Only)	63T	215.00
<input type="checkbox"/> Operator Commanded Regeneration (OCR) (requires 6.7L Power Stroke® Diesel; allows driver to manually engage diesel particulate filter regeneration at idle)	98R	250.00
<input checked="" type="checkbox"/> 6-Ton Mechanical Jack	61J	50.00
<input type="checkbox"/> Spare Tire & Wheel-Includes 6-ton mechanical jack	512	291.00
<input type="checkbox"/> Dual Alternators, Diesel only, Total of 320 AMP	67A	320.00
<input type="checkbox"/> Electric Shift on the fly (6.7L Diesel Engine & 4x4 only)	213	160.00
<input type="checkbox"/> Fuel Tank -28 Gallon Mid-Ship-Replaces 40 gal. aft-axle tank	65M	115.00
<input type="checkbox"/> Fuel Tank-Dual Diesel (Adds 28 Gal. Mid-Ship to the 40 Gal.Aft.)	65C	620.00
<input type="checkbox"/> Keys Extra for SecuriLock Anti-Theft Ignition	Sig	35.00 ea
<input type="checkbox"/> TowCommand System-Aftermarket trailer brake wiring kit,	531	135.00
<u>Trailer brake controller not included</u>		
<input type="checkbox"/> Trailer Tow Package High Capacity-Req.6.7L Diesel & 4.88 LS Rear Axle, has after market trailer brake wiring kit, No brake controller included, Increases GCWR on diesel engine from 26,000# to 28,000#	535	330.00
<input checked="" type="checkbox"/> Tow Command Integrated Trailer Brake Controller	52B	200.00

<input type="checkbox"/>	Skid Plate Transfer Case 4x4 only (SuperCab & CrewCab Only)	41P	90.00
<input checked="" type="checkbox"/>	Transmission Power Take-Off Provision	62R	240.00
<input type="checkbox"/>	Cab Steps-Black Molded	18B	275.00/315.00
<input type="checkbox"/>	Window, Rear Sliding w/Privacy Glass(Deep Tint)	433	107.00
<input type="checkbox"/>	AM/FM Stereo/Single CD/MP3/Player/Clock w/4 Speakers	585	235.00
<input type="checkbox"/>	Speed Control	525	205.00
<input type="checkbox"/>	Rapid-Heat supplemental Cab Heater-Req. 6.7L Diesel Engine & 67A Dual Alternators	41A	215.00
<input type="checkbox"/>	Payload Upgrade Package (6.8L V10 & 141" WB Only, Inc. 4.88 LS Axle, Increases GVWR from 17,950# to 19,000#)	68U	680.00
<input type="checkbox"/>	Payload Plus Upgrade Package(N/A w 141"WB Gas Engine, Inc. 4.88 LS Axle, Increases GVWR from 17,950# to 19,500#)	68M	1285.00
<input type="checkbox"/>	Extra Heavy Suspension Package(N/A 67H or 473)	67X	108.00
<input type="checkbox"/>	Suspension Package, Heavy Service(N/A 67X or 473)	67H	108.00
<input type="checkbox"/>	Low Deflection Package-recommended for rear-biased loading, such as wreckers/retriever application, N/A with 141" WB	86S	100.00
<input checked="" type="checkbox"/>	Power Locks, Windows, Mirrors, (Manual Telescoping w/Power Heated Glass, Inter. Clearance Lamps/turn signals), and Remote Keyless Entry	90L/54K	758.00/933.00cc
<input type="checkbox"/>	Snow Plow Prep Package(N/A w/67H)	473	75.00
<input type="checkbox"/>	CNG/LPG Prep Fuel Capable Engine (6.8L V10 Only)	98G	271.00
<input type="checkbox"/>	<u>XL Décor Group</u> (Chrome front bumper)	17F	139.00
<input checked="" type="checkbox"/>	<u>XL Value Pkg</u> (Chrome front bumper, AM/FM Stereo/Single CD w/4 Speakers, & Cruise Control)	96V	505.00
<input type="checkbox"/>	<u>XL Value Pkg with SYNC System</u> (Chrome front bumper, AM/FM Stereo/Single CD w/4 Speakers, Cruise Control & SYNC)	96V/91M/62D	895.00
<input checked="" type="checkbox"/>	Daytime running Lights	942	45.00
<input type="checkbox"/>	DELETE Air Conditioning-Credit	572	(523.00)
<input checked="" type="checkbox"/>	Axle, Limited Slip	X8L	310.00
<input type="checkbox"/>	Powercode Remote Start System(Req. Power Equip. Grp.)	76S	170.00
<input type="checkbox"/>	Exterior Back up Alarm	76C	114.00
<input type="checkbox"/>	Ambulance Prep Package(6.7L Diesel Engine Only)	47A	1135.00
<input checked="" type="checkbox"/>	Floor Mats All Weather	AUT	55.00
<input checked="" type="checkbox"/>	Shop Manuals CD ROM	HELM	200.00

Total Price \$40,409.00 ea

	Colors for F-550	
<u>Exterior Colors</u>		<u>Interior Steel (Grey)</u>
Sterling Grey Metallic	[UJ]	[]
Vermillion Red	[F1]	[]
Blue Jeans Metallic	[N1]	[]
Green Gem Metallic	[W6]	[]
Ingot Silver Metallic	[UX]	[]
Tuxedo Black	[UH]	[]
Oxford White	[Z1]	[x]
Pale Adobe Metallic	[LQ]	[]



KNAPHEIDE TRUCK EQUIPMENT

1200 South Averill Avenue * FLINT, MI 48503 * 800-589-9100 * FAX 517-372-8566

***** Quality for over 50 years *****

May 16, 2013
City of Monroe
Water Distribution Service Truck
120 First Street
Monroe, MI 48161-2169

Attention: **Kevin Armstrong** Phone: **734-384-9151** Fax: **734-243-8683**

PO#: Salesman: Jim Fountain Terms: NET 30 DAYS V.I.N. #:
Truck Year: 2013 Make: FORD Model: F550 dual rear wheel CA. 84"
Chassis Available: Delivery Promise: 45-70 ARO FOB: CUSTOMER

QUOTATION

FURNISH AND INSTALL THE FOLLOWING EQUIPMENT:

BOX: Knapheide KC132H20941 canopy roof service body.
133-1/4" Overall length.
94" Overall width
54" Center floor area
20" Deep Compartments
90" Body height
49.5" Body clear door width.
63.1" Clear door height
73.1" Clear inside height
Standard shelving package
14 gauge A40 galvanized steel construction
1 grab handle at the rear of the body
12 gauges tread plate steel floor with 4 recessed "D" tie-downs.
Floor has a 1 3/8" return flange on each side
Side compartment back panels overlap and interlock with floor flange 20
gauge two sided double doors
Doors have a hat section reinforcement.
Stainless steel door latches
Automotive "bulb style" neoprene door seals
Galva grip step bumper installed
Aluminum fuel fill cap
18 gauge bright spangled galvanized steel shelves
Shelves shall have a 250#, capacity
2 dome lights installed in the center cargo area
"K" coat 12 step dipped primer system
Box must be undercoated also.
Painted box must match the truck cab (Oxford White with clear coat).
No rear doors
Solid bulkhead no windows
Mechanics vise bracket added to step bumper (bumper is custom to
accommodate Tommy Gate liftgate).



**2 ~ 5 inch round LED spotlights mounted on KUV body at the rear top left and right side with up/down right/left swivel. (SOUND OFF brand).
4 inverter outlets including 1250 Watt power inverter that runs on a continuous charging system and shall be able to run power tools for at least 2 consecutive hours. (TRIPP LITE brand with inline fuse, and low voltage shut down vehicle protection system).**

Slide out shelves mounted inside front passenger side compartment.

2 j-hooks mounted to passenger side box for ladder transport (10 ft ladder minimum).

Tommy Gate G2 model #G2-60-1340 EA38.

NOTE THIS IS THE CURRENT RECOMMENDED LIFTGATE FOR THIS APPLICATION

1340 lb minimum capacity

55" X 38" + 6" taper Aluminum Treadplate platform

Curbside fixed pendant control.

LED light kit on lift gate

EXTRAS:

The complete unit must be undercoated

4 corner strobe system to be Sound Off L.E.D. amber two front and two on rear, front surface on grill, two rear flush mount high on body.

Frame mounted tow hooks - rear of vehicle, (front supplied by chassis).

3 traffic cone holders mounted to front bumper.

Back-up alarm.

2 complete set of factory shop manuals for the KUV box

2 complete set of factory shop manuals for the Tommy-Gate

Fire Extinguisher and Triangle Kit.

*Custom class IV receiver hitch, with hitch insert, pintle combo 2 5/16 ball, 6 way trailer plug, (note insert will need to be removed to operate Tommy Gate.

Knapheide L.E.D. strip lighting in front (2) vertical compartments one each side of body, and (2) horizontal compartments over wheel wells, for a total of (6) six compartments, all being switched off body dome light switch.

NOTE: INCLUDES KNAHEIDE EXCLUSIVE NO RUST 6 YEAR LIMITED WARRANTY, AND DOOR LOCK AND LATCH MECHANISIM LIFETIME WARRANTY.

MUNICIPAL PRICE INSTALLED:

\$ 19,850.00

QUOTED BY: Jim Fountain cell # 517-712-4285 fax # 517-372-8566

Email: jfountain@knapheide.com

SPECIFICATIONS FOR WATER DISTRIBUTION SERVICE TRUCK
(7-9-09 Revision)

Revisions are in bold & italic below

GENERAL:

The unit required by these specifications shall be the manufacturer's current production model and all components not specifically mentioned which are necessary in order to provide a complete mounted and operable truck to be furnished by the successful bidder. All equipment must be in compliance with applicable federal motor vehicle safety standards and regulations and must comply with the regulations of the State of Michigan Motor Vehicle Code.

CHASSIS:

Manufacturer: Ford **YES**
 Year: Current **YES**
 Type: F-550 Crew Cab (4x2) **YES**
 GVWR: 17950 lb minimum **YES**
 Wheelbase: 200" **YES**
 Cab to Axle: 84" **YES**
 H.D. Shocks: Heavy duty suspension, front and rear sway bars and heavy duty shocks **YES**
 Rear Axle: Single Spced, Dual Rear Wheel, 12,000 lb Minimum, Limited Slip 4.88:1 Ratio **YES**
 Front Axle: 7,000 lb minimum
 Engine: 6.4 L OHV Power Stroke Diesel V8 **YES**
 Transmission: 5-Speed TorqShift Automatic w/OD (Diesel) and includes tow/haul mode **YES**
 Brakes: Hydraulic Power Assisted, 4 Wheel Disc, 4 Wheel ABS **YES**
 Steering: Hydraulic Power Assisted, Tilt Wheel **YES**
 Fuel Tank: Single, largest capacity **YES**
 Wheels: Argent painted, steel, 19.5" **YES**
 Tires: LT225/70Rx19.5G BSW All Terrain Radial, Blackwall, Mounted & Balanced with Spare **YES** / **NO SPARE TIRE**
 Trailer Towing: Class IV frame mounted hitch with pintle/ball combination receiver with a 2-5/16" ball, 6 way trailer electrical plug wired with trailer brake controller **YES**
 Alternator: 150 amp minimum **YES**
 Battery: Dual 12 volt, 750 cca or higher **YES**
 Warranty: **Both 5 year/100,000 mile powertrain warranty and 3 year / 36000 mile bumper to bumper warranty that will begin the date the City of Monroe officially accepts the unit** **SEE ATTACHED**

CAB:

Cab: 4 -Door Standard **YES**
 Radio: AM/FM Stereo w/Digital clock and speakers **YES**
 Cab Steps: Black molded **NO**
 Roof Clearance Lamps: Included **YES**
 Seat: Split vinyl bench, medium stone color **YES**
 Mirrors: Telescoping towing mirrors **YES**
 Floor Mats: Black Vinyl **YES**
 Air Conditioning: Factory Installed **YES**
 12 Volt Power Point: Accessible by driver **YES**
 Gauges: Hour Meter, Tachometer, temperature, oil pressure, fuel, volt **YES**
 Color: Oxford White w/clearcoat - factory applied **YES**
 Windshield Wipers: Intermittent **YES**

**3 YEAR OR 36000 BUMPER TO BUMPER
5 YEAR OR 60,000 POWERTRAIN
5 YEAR 100,000 MILE DIESEL ENGINE**



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Downtown Monroe Business Network – Annual Fine Art Fair

DISCUSSION: The City received a request from the Downtown Monroe Business Network (DMBN) Fine Art Fair Committee Co-chairperson Jennifer Fountain to hold the Annual Fine Art Fair in conjunction with the 2013 River Raisin Jazz Festival on August 10 & 11, 2013. Specifically the request is for use of utilities, services, personnel from the City, closure of the affected streets, picnic tables, extra trash cans and porta potties.

The streets requested for closure are Washington Street from E. First Street to E. Front Street and on E. First Street from S. Monroe Street to S. Macomb Street. In addition they would like to close the City employee parking lot on the corner of E. First and Scott Streets for vendor parking.

The request was reviewed by the administrative staff and there were no objections to the request subject to insurance requirements being met, inspections for all tents and electrical occur prior to use, emergency vehicle access being maintained, Fire Department guidelines to be followed: 1. MFD SOG 5017, 2. International Fire Code 2403 & 2404, Tents and Canopies, 3. International Fire Code D103.1 Fire Apparatus Access Road, minimum of 20', and 4. Allow for Fire Dept. inspection prior to event, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons, and that a meeting is set up between the City and the DMBN to discuss specific arrangements and accommodations.

The Department of Public Services has no objections to the event, as the request is similar to past years and is already expected as a part of the Jazz Festival weekend activities. Costs for this event are not typically calculated separately from the Jazz Festival, but due to our involvement with that event, incremental costs for this event would be expected to be between \$500 to \$1,000.

The Police Department has no objections to the event. The department will again provide an officer to split his time between this event and the jazz event. This split coverage worked out well last year and did not compromise coverage at either location. No officer will be needed for overnight security as the organizers have once again contracted with Robert's Security for this detail. However, a MPD officer should still make periodic checks with the contracted guard – workload permitting. The estimated cost to the police department will be approximately \$300.

This activity is exempt from city cost reimbursement fees because it is a component of the city co-sponsored Jazz Festival identified in the Special Event Fee Waiver Policy. We will ask the DMBN to provide the requested trash service **and porta toilets**, as we have with the Jazz Festival.

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

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:

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

FINANCES

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office

DATE: 5/23/13

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 6/3/13

May 1, 2013 Letter to City of Monroe

City of Monroe
Mayor Robert Clark and Council
120 E. First Street
Monroe, Michigan 48161

Re: Monroe Fine Art Fair

The Downtown Monroe Business Network is sponsoring the 10th Annual Monroe Fine Art Fair on August 10th and 11th in conjunction with the Jazz Festival. The hours for the fair will be 10:00 -7:00 on Saturday the 10th and 10:00 -6:00 on Sunday the 11th.

We request the closing of East First St. from Monroe St. to Macomb St. and Washington St. from E Second St. to Front St. We would also request the City parking lot on the corner of Scott and First to be closed for Vendor parking. In the past , the city has provided us assistance with electrical hook-ups, picnic tables and extra trash cans, we ask that you be able to provide theses services again. We will have our own security on Saturday evening.

The vendors will set up on the street while fairgoers stroll through the streets.

Insurance will be provided by the Downtown Monroe Business Network's policy.

Respectfully,

Jennifer Fountain and
Beverly Heck



Co-Chairpersons, Monroe Fine Artfair Committee
The Monroe Fine Art Fair Committee
P.O. Box 2601
Monroe MI 48161

Note: any questions please contact Jennifer Fountain at 242-9393 or 770-9025

RECEIVED
MAY 24 2013
MAYOR'S OFFICE

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

Name of Applicant (Organization): DMBN / MONROE FINE ART FAIR

Contact Person: Jennifer Fountain

Address: P.O. Box 2601 Monroe LA 70161

Phone: 734-770-9025 **Fax:** _____

Dates Requested: Aug 10+11, 2013

Location Requested: City Park Private Property Public Property

PROJECT LOCATION (Address): E FIRST + WASHINGTON, LORANGER SQUARE

PROPERTY OWNER INFORMATION

Name: City of Monroe

Address: _____

Phone: _____ **Fax:** _____

EVENT DESCRIPTION:

ART FAIR (Please see letter attached)

TYPE OF BUSINESS ON SITE: Vendors - ARTISTS

Application Fee

\$ 150.00

\$20.00 wk

\$

Total Fee

\$

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

OWNER: _____

DATE: _____

APPLICANT: Jennifer Fountain
Monroe Fine Art Fair

DATE: 5/23/13

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 24, 2013
Re: **Staff Study – 2013 Downtown Monroe Business Network Fine Art Fair**

I have reviewed the request from the Downtown Monroe Business Network to host their 10th annual Fine Art Fair in conjunction with the River Raisin Jazz Festival on Saturday, August 10th & Sunday, August 11th, 2013. The hours are from 10:00 am-7:00 pm Saturday and 10:00 am – 6:00 pm on Sunday.

Last year's event went very smoothly. An officer was not dedicated to the event; rather, an officer split his time between the nearby Jazz Festival and the Art festival. I recommend this split coverage once again this year, as it worked out well and did not compromise coverage at either location. An officer will not be needed for overnight site security as the organizers have once again contracted with Robert's Security for this detail, however a MPD officer should still make periodic checks with the contracted guard, workload permitting.

The same street closures as last year were requested: Washington Street (between East First Street & East Front Street) and East First Street (between South Monroe Street & South Macomb Street). In addition, the organizers have requested use of the City Employee Lot at East First Street & Scott Street for vendor parking.

The estimated cost to the Police Department will be approximately \$300.00. This was figured at having one officer split duties between both festivals (Jazz & Art) from 12:00 pm – 7:00 pm Saturday and from 12:00 pm – 7:00 pm Sunday, as the earlier hours at both festivals is usually very slow.

I recommend approval of this event provided the necessary permits are obtained. I will coordinate with DPS to ensure the proper barricades are in place for the event, as well as notify the affected shift commanders concerning the event, and staff it.

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

Chairperson: Jennifer Fountain - 242-9393 or Cell: 734-770-9025



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM MERCY MEMORIAL HOSPITAL FOR PERMISSION TO HOLD A GROUP BICYCLE RIDE THRU THE CITY OF MONROE

DISCUSSION: The City received a request from Jackie Swearingen on behalf of Mercy Memorial Hospital for permission to hold a Group Bicycle Ride on August 24, 2013 at 9:00 a.m. Specifically the request is to allow the bike ride to proceed on the affected streets (see attached) and into Munson Park. The event is a fundraiser to support patient care services in the newly opened Cardiac Catheterization/Interventional Procedures Laboratory at the hospital.

The route spans approximately 10 – 12 miles beginning at Mercy Memorial Hospital, continues throughout the surrounding neighborhood to Munson Park and returning to the Hospital.

The request was reviewed by the administrative staff. We do not foresee any problems with this request subject to emergency vehicle access being maintained, special event application and that all insurance requirements are met.

The Recreation Department has no objections to this request. Applicant should be aware that the park roads won't be closed and bicyclists will be responsible to wait for traffic to cross. Bicyclists should also be cautious of walkers that use the path in the park also, allowing them to stay on the path when bicycles pass.

The Police Department has no objections to the race as presented. Because of the nature of the bike-a-thon, there is no need for any direct police supervision, no streets will be closed and the bicyclists will be following all traffic laws. The department recommends approval of the event, as long as all the proper permits are obtained.

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

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION:

For

Against

REASON AGAINST:

INITIATED BY: City Manager's Office

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

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City

Account Number

Amount

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

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office

DATE: 5/23/13

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 6/3/13

Memorandum

To: Thomas 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 17, 2013
Re: **Staff Study: *Mercy Memorial Hospital Bike-a-thon Fundraiser***

Jackie Swearingen on behalf of Mercy Memorial Hospital (MMH) has requested to hold a bike-a-thon fundraiser on Saturday, August 24, 2013 between the hours of 9:00 am – 12:00 pm.

The event is a fundraiser to support patient care services in the newly opened Cardiac Catheterization/Interventional Procedures Laboratory at the hospital.

Ms. Swearingen's request and application contains all the necessary information, including a certificate of liability insurance.

All the bicyclists will be wearing protective equipment and will abide by all local and state traffic laws. The participants will be at least 16 years of age who have signed a liability waiver form that has been approved by MMH legal counsel. Ms. Swearingen expects approximately 75 bicycle riders, which is about the number of bicyclists that participated in last year's event.

Because of the nature of the bike-a-thon, there is no need for any direct police supervision, no streets will be closed and the bicyclists will be following all traffic laws.

I have spoken with Ms. Swearingen of MMH and advised her of the police department's expectations for this event. The Police Department does not have any objections to this request. I recommend approval of the event, as long as all the proper permits are obtained.

If this event is approved, I will advise the Day Shift shift commander, so his shift will be aware of the event.

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

Event Coordinator: Jackie Swearingen

Work: 734-240-4547

Cell: 734-497-0897



May 14, 2013

Department of Recreation
City of Monroe
120 East First Street
Monroe, Michigan 48161

Dear Members of the Department:

RE: Group Bicycle Ride – Proposed Date August 24, 2013

Mercy Memorial Hospital System, with the assistance of cardiologist Manhar Tejura, M.D., seek the City of Monroe's permission to host a group bicycle ride at 9 a.m., on Saturday, August 24, 2013. The event would be held as a fundraiser to support patient care services in the newly opened Cardiac Catheterization/Interventional Procedures Laboratory at the hospital.

Cyclists would be required to wear protective equipment – specifically helmets, abide by all local and state traffic laws and be at least 16 years of age. I have attached a copy of the waiver prepared by Patricia Poupard, MMHS Legal Counsel and used in 2012. MMHS also requested a certificate of insurance from its carrier for the event.

The event would begin at Mercy Memorial Hospital. All riders would use the MMHS parking lots for their vehicles during the ride.

The *prospective course* is: From the hospital North on Macomb Street to Maywood; east on Maywood to Riverview; south on Riverview to Elm Street; east on Elm Street to Dixie Highway; continue east on Elm Street along the Heritage Trail passing in front of the River Raisin National Battlefield Park, traveling under the I-75 viaduct, enter William Sterling State Park; circle the path around the lagoon (one lap); returning to Heritage Trail, connecting to Elm Street; turn west on Elm Street to Munson Park; make two loops of the trail; depart Munson Park and travel east on Elm Street to Macomb Street; turn north on Macomb Street and return to the hospital parking lot. The course is between 17 and 20 miles long.

Please review this plan and notify my office of the City's decision. Thank you for your consideration of this matter.

Sincerely,

Jackie Swearingen
Director, Marketing and Public Relations
Mercy Memorial Hospital System
734. 240.4547

Att: Facility Use Permit
W-9 Form
List of the MMHS Board of Trustees
Copy of Cyclist Waiver Form – draft for 2013
Proposed map

RECEIVED

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

MAY 14 2013
BUILDING DEPARTMENT
City of Monroe Mich

Name of Applicant (Organization): Mercy Memorial Hospital System

Contact Person: Jackie Swearingen

Address: 718 N Macomb Street

Cell: 734-497-0897

Phone: 734-240-4547 Fax: 734-240-4424

Dates Requested: Saturday August 24, 2013

Location Requested: City Park Private Property Public Property

PROJECT LOCATION (Address): _____

PROPERTY OWNER INFORMATION

Name: Mercy Memorial Hospital System

Address: 718 N Macomb Street Monroe, MI 48162

Phone: 734-240-4547 Fax: 734-240-4424

EVENT DESCRIPTION:

Bike-a-Thon fundraiser to benefit cardiovascular patient services. Course approximately 15 miles long - River Raisin Heritage Trail

TYPE OF BUSINESS ON SITE: Hospital

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: Donald A. Jensen DATE: 5/14/13

APPLICANT: Jackie Swearingen DATE: 5/14/13

RECEIVED

MAY 15 2013

OFFICE USE ONLY

Invoice # _____

Date Paid _____

Initials _____

R _____ NR _____

MONROE RECREATION

734-384-9156 www.monroemi.gov
 120 East First Street, Monroe, MI 48161
 FAX: 734-243-8683 TDD: 734-243-2338



FACILITY USE PERMIT

DATE OF APPLICATION: May 14, 2013

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

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

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

PRESS FIRMLY - TYPE OR PRINT CLEARLYPARK Monroeville Circle: Shelter Bandshell Other: Bike TrailPurpose Bike-a-Thon Fundraiser Number of People Approx 75Date of Activity August 24, 2013 Time: 9 am / pm to 12:30 am / pmPerson Applying Jackie SwearingenOrganization Mercy Memorial Hospital SystemHome Address 804 WinchesterOrganization Address 718 N MacombCity Lincoln Park State MI Zip 48146City Monroe State MI Zip 48162Day Phone 734-240-4547 Eve: 734-497-0892Day Phone 734-240-4547 Eve: _____

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

Fee/Deposit: _____ Print Applicant's Name: Jackie SwearingenDrivers Lic. # S 652 356 291 827 Applicant's Signature: Jackie Swearingen

WHITE copy to Applicant

YELLOW copy to Parks & Recreation

Given copy of Park Rules: Yes ___ No ___

 Recreation Department Approval

City of Monroe

120 E. First Street

Monroe, MI 48161-2169

(734) 384-9186

Building Department

Invoice For Permit: PBD-13-0684

Date: 05/15/2013

Pay by Account In Full



Pay by Account In Full

\$ 150.00

MERCY MEMORIAL HOSPITAL

718 N MACOMB ST

MONROE MI 48162

Invoice Number	Permit Number	Address	Amount Due
00038816	PBD-13-0684	718 N MACOMB ST	\$ 150.00



Fee Details:	Quantity	Description	Balance
	1.00	Special Event	\$ 150.00

Total Amount Due	\$ 150.00
------------------	------------------

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

Received From:
 ROBERT SWEARINGEN
 718 N MACOMB ST
 MONROE MI 48162

Date: 05/15/2013
 Time: 3:44:39 PM
 Receipt: 479109
 Cashier: hwoolum
 Workstation: STN2
 Drawer: 1

ITEM REFERENCE	AMOUNT
BDINV Building Dept. Inv	
00038816	\$150.00
TOTAL	\$150.00
CHECKS 11304	\$150.00
Total Tendered:	\$150.00
Change:	\$0.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/22/2013

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 Marsh Management Services Cayman Ltd. Governors Square, Building 4, 2nd Floor 23 Lime Tree Bay Ave, P.O. Box 1051 Grand Cayman KY1-1102 490628-GL-2013	CONTACT NAME: _____ PHONE (A/C, No. Ext): _____ FAX (A/C, No.): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: M TRUST ASSURANCE COMPANY, LTD.</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: M TRUST ASSURANCE COMPANY, LTD.		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: M TRUST ASSURANCE COMPANY, LTD.														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														

COVERAGES **CERTIFICATE NUMBER:** CHI-004469807-13 **REVISION NUMBER:** 5

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.

INSUR	TYPE OF INSURANCE	ADDC	SUBR	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			MTAC 4113-1	04/01/2013	04/01/2014	EACH OCCURRENCE	\$ 3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PER ONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 7,000,000
							PRODU TS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFI ER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DI EA E- EA (EMPLOYEE) \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Mercy Memorial Hospital Corporation is insured as stated above. The City of Monroe and the State of Michigan, its departments, boards, agencies, commissions, officers, and employees are included as additional insureds as respects the Bike-a-thon, to be held on Saturday, August 24, 2013 to benefit the patient services for MMHS Cardiovascular Services.

CERTIFICATE HOLDER To Whom It May Concern	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 <p style="text-align: center;">Marsh Management Services Cayman Ltd.</p>

MEMORANDUM

TO: G. Brown
T. Ready
P. Lewis
G. Morgel

FROM: City Clerk/Treasurer's Office

DATE: May 28, 2013

SUBJECT: Application for Charitable Solicitations Permit

Attached for your information and review is a copy of an application for Charitable Solicitations Permit submitted by Jackie Swearingen, Director of Marketing & Public Relations, Mercy Memorial Hospital System.

Activity: Request permission to hold a "Bake-a-thon" fundraiser to benefit cardiovascular patient services, beginning the day after the event is approved, and ending on Saturday, August 24, 2013 from 9:00 a.m. to 12:30 p.m. starting at Mercy Memorial Hospital parking lot, through the streets of Monroe. Registration fees and possibly pledges will be collected at Mercy Memorial Hospital parking lot.

Please provide your comments and signature at the bottom of this memo and return to the Clerk/Treasurer's Office as soon as possible.

Thank you.

COMMENTS:

(Signature)

(Date)

APPLICATION FOR CHARITABLE SOLICITATIONS PERMIT

Date Approved: _____ Charles D. Evans – Clerk/Treasurer Permit # _____
City Hall, City of Monroe
120 East First Street, Monroe, MI 48161 Issued _____
(734) 243-0700, ext. 2136 or 2138

Date of Application: May 20, 2013

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

- Name of Applicant (Organization): Mercy Memorial Hospital System
Address: 718 North Macomb Street, Monroe 48162
Telephone Number: 734-240-4547
- If the applicant is not an individual, state names and addresses of the applicant's principal officers and manager:
Annette S. Phillips, FACHE Donald A. Spencer
President & CEO Chairman, Board of Trustees
- State the purpose of the solicitation and the use or disposition to be made of any receipts therefrom:
Bike-a-thon is a fundraiser to benefit cardiovascular patient services.
- State the name(s) of the persons by whom the receipts of the solicitation will be disbursed:
Mercy Memorial Hospital Corporation
- State the names and addresses of the person or person who will be in direct charge of coordinating the solicitation:
Jackie Swearingen Molly Moore
Director, Marketing & PR Director, Office of Philanthropy
- Describe the method or methods to be used in coordinating the solicitation.

A printed registration form will be distributed to internal MMHS audiences as well as cycling clubs, posted on the MMHS website, and available at health fairs and community outreach events at which MMHS participates. Cyclists will pay a registration fee to participate in the event and possibly collect pledges.

Fees will be collected at the start of event in Mercy Memorial Hospital parking lot.

7. Dates of proposed solicitation:

Beginning: Day after approval of event _____ Ending: Saturday, August 24, 2013 _____

8. Times of proposed solicitation:

Beginning: 9 a.m. _____ Ending: 12:30 p.m. _____

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

YES XXX _____ 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 XX _____

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 XXX _____

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 XXX _____

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.

Janis Swearingen
NOTARIZED SIGNATURE OF APPLICANT



Subscribed and sworn to before me, on May 21 2013.

Donna J. Kott Notary Public

Mercy Memorial Hospital System
2013 Board of Trustees Roster

Ex Officio Member	Aamer		Bhurgri	MD
Trustee	Karen	S.	Calender	RN
Member at Large	Kurt	W.	Carter	
Trustee	Michael	S.	Charboneau	DO
Trustee	Jose	R.	Compean	MD
Vice Chairman	Kurt	L.	Darrow	
Secretary	Vicki	L.	Franzen	
Trustee	Abdul		Kabir	MD
Trustee	David	A.	Kubiske, P.E.	
Treasurer	Barton	S.	Kulish	
Trustee	Kenneth	J.	McNamee	MD
Ex Officio Member	Annette	S.	Phillips	FACHE
Trustee	Sr. Janet		Ryan	IHM
Chairman	Donald	A.	Spencer	
Trustee	Arlene	R.	Walsh	
Trustee	Suzanne	Marie	Wetzel	
Trustee	Walter		Wilburn	
Trustee	Matthew	K.	Zwack	

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Mercy Memorial Hospital Corporation	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____ 501(c)(3)	
	Address (number, street, and apt. or suite no.) 718 North Macomb Street	Requester's name and address (optional)
City, state, and ZIP code Monroe, MI 48162		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number													
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>								
Employer identification number													
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%; text-align: center;">3</td> <td style="width: 25%; text-align: center;">8</td> <td style="width: 25%; text-align: center;">-</td> <td style="width: 25%; text-align: center;">1</td> </tr> <tr> <td style="width: 25%; text-align: center;">9</td> <td style="width: 25%; text-align: center;">8</td> <td style="width: 25%; text-align: center;">4</td> <td style="width: 25%; text-align: center;">2</td> </tr> <tr> <td style="width: 25%; text-align: center;">8</td> <td style="width: 25%; text-align: center;">9</td> <td colspan="2"></td> </tr> </table>	3	8	-	1	9	8	4	2	8	9			
3	8	-	1										
9	8	4	2										
8	9												

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person	Date ▶ 1/6/12
-----------	--------------------------	----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

2nd Annual Bike-a-thon

to Benefit Cardiovascular Patient Services

Saturday, August 24, 2013

9-11^{AM} Registration

MERCY MEMORIAL HOSPITAL SYSTEM



Cardiovascular Services



Pre-registration Form

One Rider Per Form.

This Form May Be Duplicated.

DRAFT

Last Name _____ First Name _____

Address _____

City _____ State _____ Zip Code _____

Phone (_____) _____ Are you over 16 years of age? Yes No

E-mail Address _____

Rider Fee: \$25 per person if registered by August 15, 2013. \$30 per person if registered August 16-24, 2013

- Enclosed is my check in the amount of \$25 made payable to Mercy Memorial Hospital Corporation.
- I am paying my registration fee with a credit card.
- I am unable to participate, but wish to make a gift in the amount of \$ _____

Name as it appears on card: _____

Address _____

Phone (_____) _____

Card Type: Visa MasterCard Discover American Express

Card Number _____ Security Code from back of card _____

Expiration Date _____ Signature _____

**COURSE BEGINS
IN THE
PARKING LOT OF
Mercy Memorial
Hospital**
718 North Macomb St.
Monroe, MI 48162
*Lunch and
Refreshments Served.*

Please READ and SIGN THE RELEASE/WAIVER! (on back) Registration Fee benefits patient care services in the MMHS Cardiovascular Patient Care Services. Event Held Rain or Shine! Course is 10 to 17 miles – two routes to choose from. Carefully complete this application. Read and sign Release/Waiver. **Riders must be at least 16 years old and wear bicycle helmet while participating.** This Bike-a-thon is a fundraiser, no refunds will be made. Do not mail form after Friday, August 16, 2013; bring completed form and payment on the day of the Bike-a-thon.

MAIL COMPLETED FORM AND PAYMENT TO:
Marketing and Public Relations Department
Mercy Memorial Hospital System
718 North Macomb Street
Monroe, MI 48162

**CALL THE FOLLOWING OFFICES
IF YOU HAVE QUESTIONS:**
(734) 240-4547
(734) 240-5418
(734) 242-7060

**For office use
only, please
do not write
in this box.** Received _____
Reference# _____
Copy to CR Office _____

Thank you for supporting Mercy Memorial Hospital Corporation.

Mercy Memorial Hospital Corporation is a non-profit organization under section 501(c)(3) of the Internal Revenue Code. Your contribution is tax deductible as provided by law.

Pledge Form

2nd Annual Bike-a-thon

MERCY MEMORIAL HOSPITAL SYSTEM

Cardiovascular Services



Please ask your friends and family to help us help cardiovascular services patients at Mercy Memorial Hospital System.

Please complete this form and bring it with you to the registration table on the day of the event, Saturday, August 24, 2013, along with the collected pledge donations.

CYCLIST NAME _____

Pledge Name	Amount of Pledge
1)	
2)	
3)	
4)	
5)	
6)	
7)	
8)	
9)	
10)	
11)	
12)	
13)	
14)	
15)	
Total Amount Enclosed	

Mercy Memorial Cardiovascular Services Bike-a-thon

Waiver and Release Form

Having read this waiver, I, for myself and anyone entitled to act on my behalf, including heirs and assigns, waive and release Mercy Memorial Hospital System, activity organizers, event sponsors, cooperating organizations and any other parties connected with this event in any way together with their respective successors and assigns (the released parties) from all claims or liabilities of any kind arising out of my participation in the Mercy Memorial Hospital System Cardiovascular Services Bike-a-thon (the event) even though such claim or liability may arise out of the negligence or carelessness on the part of any person named in this waiver. If I do not follow the rules of the event, I understand that I may be removed from the event.

I realize that this event involves bicycling, which can be a hazardous activity. There are many dangers and risks associated with bicycling including, but not limited to, injury or death resulting from collision with pedestrians, vehicles, other cyclists, and fixed or moving objects, dangers arising from surface hazards such as potholes or poor road conditions, equipment failure, inadequate safety equipment, conditions stemming from weather, the negligence of myself or others and trauma or injury arising with the stresses caused by physical exertion. This list is not an exclusive or exhaustive list of possible injuries, trauma or accidents that may occur while participating in the event. I recognize that cycling requires physical conditioning and I represent that I am in sound physical condition and that I have no physical or medical condition that would endanger either others or myself. I am fully capable of participating in the Mercy Memorial Hospital System Cardiovascular Services Bike-a-thon.

I understand the minimum age to participate in this event is 16 years of age. In the case of children between the ages of 16 and under 18 years of age, I hereby agree to the terms of the above waiver on behalf of my child. I agree to abide by the federal, state and local helmet laws as they apply to my child. I agree that the Mercy Memorial Hospital System Bike-a-thon, Released Parties, its officers, activity organizers, ride leaders and other members have no obligation to provide instruction to, or supervision of my child.

I hereby represent that my bicycle and any other equipment I may use to participate in the event are in working condition, that I will observe all applicable traffic and event rules, and that I will wear a helmet and conduct myself in a safe and prudent manner while participating in the event.

The undersigned further agrees to save and hold harmless the Mercy Memorial Hospital System, its officers, directors, coordinators, executive committee members, volunteers, Released Parties and others, from any and all liability for injury or damage resulting from, or in any way connected with participation in this event.

I hereby consent to allow Mercy Memorial Hospital System to record and publicly or privately use my voice/sound, photo, likeness, performance and/or statements without compensation for promotion of this event. Mercy Memorial Hospital System is the sole owners of all right to the images and recordings and I hereby release and indemnify Mercy Memorial Hospital System, their parents, subsidiaries, affiliates, successors, clients, advertisers and their licensees, officers, directors, employees, agents and representatives from and against any and all claims, liabilities, losses, damages and costs or expenses arising out of my acts or statements on the recording.

I CERTIFY THAT I HAVE READ THIS WAIVER AND RELEASE AND UNDERSTAND ITS SIGNIFICANCE.

Print Name

Signature

Date

Parent or Guardian Signature if between the ages of 16 and 18 years of age

Name of Minor

Age of Minor

Phone (_____) _____

DRAFT



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REPORT BACK ON BIDS RECEIVED FOR THE WATER TREATMENT PLANT FISCAL YEAR 2013 – 2014 CHEMICAL REQUIREMENTS

DISCUSSION: Bids were received on May 20, 2013 for Liquid Aluminum Sulfate (Alum-Coagulant), Hydrofluosilic Acid 23% (Fluoride), Liquid Oxygen, Sodium Hypochlorite (Chlorine) and Zinc Orthophosphate (Corrosion Inhibitor) for use at the Monroe Water Treatment Plant. The low bidder for the Liquid Oxygen requires a contract amendment (#9) to be executed on the current agreement for the one year quoted price. Attached please find bid tabulations for the chemical bids indicating the associated unit prices for the fiscal year. We have received chemicals from all vendors in the past and are confident that they will continue to perform satisfactorily.

Market conditions (volatility with raw materials), expenses & fuel costs have driven up chemical prices and continue to remain higher on some chemicals. Since fiscal year 2002-2003, the chemical budget has risen 237%. The Water Department has changed operations and chemical application to save on treatment costs where possible to save overall expenses and maintain the highest possible water quality at the least possible cost to our customers.

IT IS RECOMMENDED that the Liquid Oxygen contract amendment (#9) be executed and for the Mayor and City Clerk-Treasurer be authorized to sign the contract amendment on behalf of the City of Monroe and that purchase orders be awarded to the following vendors for the durations and estimated chemical requirements at the Water Treatment Plant based on the bid unit prices:

CHEMICAL	VENDOR	DURATION	UNIT PRICE	AMOUNT	COST
Liquid Aluminum Sulfate	General Chemical LLC	1 Year	\$300.00/Ton	400Tons+/-	\$120,000.00
Fluoride	PVS Nolwood Chemicals	1 Year	\$539.00/Ton	40 Tons+/-	\$21,560.00
Liquid Oxygen	Air Liquide Industrial	1 Year	\$0.393/ccf	100,000ccf+/-	\$39,300.00
Sodium Hypochlorite	PVS Nolwood Chemicals	1 Year	\$0.665/gal	89,016 Gals+/-	\$59,195.64
Zinc Orthophosphate (1:1)	Shannon Chemical Corporation	1 Year	\$527.27/Ton	60 Tons+/-	<u>\$31,636.20</u>
TOTAL					\$271,691.84

CITY MANAGER RECOMMENDATION:

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

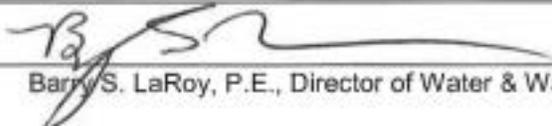
APPROVAL DEADLINE: July 1, 2013

REASON FOR DEADLINE: Chemicals required for water treatment for FY 2013-14, also bids are good for thirty (30) days.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:


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

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

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 286,562.00
	Cost of This Project Approval	\$ 271,691.84
	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>
	Water Plant Chemicals	59140537 752000	\$ 258,381.20
	Raw Wtr Prtnr Chemicals	59940521 752000	\$ 13,310.64
	Total		\$ 271,691.84

Other Funds

Budget Approval: 

FY 13-14 Budget

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** May 21, 2013

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: June 3, 2013

**BIDS RECEIVED LIST FOR WATER DEPARTMENT CHEMICALS.
BID REQUESTS DISTRIBUTED 5/2/2013.**

BIDS DUE MONDAY, MAY 20, 2013.

<u>NAME</u>	<u>BID AMOUNT</u>	
<u>LIQUID ALUMINUM SULFATE</u>		
PVS NOLWOOD CHEMICALS, INC. DETROIT, MI	\$320.00/TN \$128,000.00	
GENERAL CHEMICAL PERFORMANCE PRODUCTS, LLC PARSIPPANY, NJ	\$300/TN \$120,000.00	←
<u>HYDROFLUOSILICIC ACID</u>		
KEY CHEMICAL, INC. WAXHAW, NC	\$553.89/TN \$22,155.60	
PVS NOLWOOD CHEMICALS, INC. DETROIT, MI	\$539.00/TN \$21,560.00	←
ALEXANDER CHEMICAL CORP. PERU, IL	\$558.00/TN \$22,320.00	
<u>LIQUID OXYGEN</u>		
AIR LIQUIDE INDUSTRIAL COUNTRYSIDE, IL	\$.00393/CU. FT. \$39,300.00	←
<u>SODIUM HYPOCHLORITE</u>		
ROWELL CHEMICAL CORPORATION* HINSDALE, IL *-NO BID SECURITY SUBMITTED	\$0.94/GALLON \$83,675.04	
JCI JONES CHEMICALS, INC. RIVERVIEW, MI	\$0.67/GALLON \$59,640.72	
PVS NOLWOOD CHEMICALS, INC. DETROIT, MI	\$0.665/GALLON \$59,195.64	←

ALEXANDER CHEMICAL CORPORATION	\$0.76/GALLON
PERU, IL	\$67,652.16

ZINC ORTHOPHOSPHATE CORROSION INHIBITOR

SHANNON CHEMICAL CORPORATION	\$527.27/TN
MALVERN, PA	\$31,636.20



CARUS CORPORATION	\$530.00/TN
PERU, IL	\$31,800.00



AMENDMENT NUMBER 9

THIS AMENDMENT NO. 9 (the "Amendment") to the Bulk Product Agreement dated February 14, 2005 (the "Agreement") is effective as of the 1st day of July , 20 13 , by and between Air Liquide Industrial U. S. LP. ("Supplier") and City of Monroe, MI ("Customer").

Supplier and Customer agree as follows: The Agreement is amended as follows:

Section	Amendment
1. Exclusive Supply Agreement	The Product Price for Liquid Oxygen shall be \$0.393 / CCF (7/1/13 - 6/30/14)
2. Term	The Term of this Agreement shall be extended through June 30, 2014.

All other terms of the Agreement will remain in full force and effect, and the Parties will remain obligated there under. All Capitalized terms used herein are not otherwise defined or redefined herein will have the meanings assigned to them in the Agreement, and all terms defined and redefined will be given the meanings set out herein for all purposes in the Agreement.

 City of Monroe, MI
Customer

AIR LIQUIDE INDUSTRIAL U.S. LP
Supplier

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Submitted for Supplier by Amy Mertz-Waszczak



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: 2012 SANITARY SEWER REHABILITATION PROGRAM – CHANGE ORDER AWARD FOR 2013 PROJECTS

DISCUSSION: The City Council awarded a contract for the 2012 Sanitary Sewer Rehabilitation Program on January 17, 2012 to Lanzo Lining Services, Inc. of Deerfield Beach, Florida (with local office in Detroit), in the amount of \$406,214, following public bids for the work. They were subsequently awarded change orders on four (4) different occasions throughout 2012 for additional work in other locations, and the total contract cost to date now stands at \$928,426. Our experience with them has been highly positive, and they have again completed all previous work on time and with no major issues. The contract thus far has consisted of rehabilitation using Cured-in-Place Pipe (CIPP) liner for over two miles of sanitary sewers, along with the interior rehabilitation of most manholes in the respective project areas.

As a part of the 2013-14 Capital Improvements Program, funding is being allocated for rehabilitation work in five locations totaling 3650 feet in length as follows:

- Location A: East Second Street – part of block between Monroe Street and Washington Street
- Location B: East Third Street – part of block between Wadsworth Street to west of Navarre Street
- Location C: West Fifth Street – Adams Street to Hubble Street
- Location D: South Monroe Street – Second Street to the River Raisin
- Location E: Arbor Avenue – South of Lorain Street to River Raisin

While the 2013 work could certainly be packaged for public bids, we have found that there are very few contractors capable of performing this type and volume of work successfully, and we have had the highest degree of success in all contractual matters with Lanzo in recent years. They have indicated that they are indeed interested in performing our 2013 work, and will be available sometime in July. As we typically require of our contractors when rolling over from one season to the next, applicable unit prices bid for the same items are held firm, and a quotation is provided by the contractor for any unique items. The attached quotation indicates the proposed unit prices for all 2013 work at the five (5) additional locations, all of which have been determined to be reasonable by Engineering and Wastewater staff.

Normally, 15% contingency is provided with the baseline construction funding, however, this type of project involves very little uncertainty, so a 5% contingency is acceptable in this case. While we are asking for an award at this time, the contractor does not plan to start until June, so no funding needs to be advanced from fiscal year 13-14, which begins on July 1.

IT IS RECOMMENDED that the City Council award a change order to the 2012 Sanitary Sewer Rehabilitation Program contract to Lanzo Lining Services, Inc. in the amount of \$308,816, and that a total of \$324,400 be encumbered to include a 5% project contingency. **IT IS FURTHER RECOMMENDED** that the competitive bidding process be waived for this award, for the reasons stated above. **IT IS FURTHER RECOMMENDED** that the Director of Engineering and Public Services be authorized to execute the change order on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE:

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 residents

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$1 291,034*
	Cost of This Project Approval	\$324,400**
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

*Includes previous base award and previous change orders, and this award, all including contingencies.

**Includes 5% contingencies.

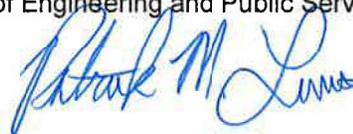
SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	E. Second San. Rehab.	590-75.529-973.000 14Z02	\$27,400
	E. Third San. Rehab.	590-75.529-973.000 14Z03	\$24,300
	W. Fifth San. Rehab.	590-75.529-973.000 14Z04	\$30,700
	S. Monroe San. Rehab.	590-75.529-973.000 14Z05	\$109,500
	Arbor San. Rehab.	590-75.529-973.000 14Z06	\$132,500

Other Funds

Budget Approval: 

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 05/28/13

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: June 3, 2013



3800 Woodward Ave.
 Suite 410
 Detroit, MI. 48201
 Phone: (313) 831-2904
 Fax: (313) 831-2905

Proposal

Date: 5/21/13
 Project:
 Estimate No.:

Monroe 2012 Sanitary Sewer Rehabilitation
 Additional work (Change Order #7)
 City of Monroe

Submitted to: City of Monroe
 Attention: Barry LaRoy

Phone:
 Fax:

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED	SUBTOTAL
1	Mobilization - East 2nd Street	1.00	LS	600.00	600.00	
2	Mobilization - Monroe Street	1.00	LS	600.00	600.00	
3	Mobilization - Arbor Ave.	1.00	LS	600.00	600.00	
4	Mobilization - East 3rd Street	1.00	LS	600.00	600.00	
5	Mobilization - West 5th Street	1.00	LS	600.00	600.00	
6	Clean & Televis 24" x 30"	135.00	LF	8.00	1,080.00	
7	Clean & Televis 18"	308.00	LF	6.00	1,848.00	
8	Clean & Televis 15"	623.00	LF	6.00	3,738.00	
9	Clean & Televis 15" x 12"	309.00	LF	6.00	1,854.00	
10	Clean & Televis 12"	1,486.00	LF	4.00	5,944.00	
11	Clean & Televis 10" x 8" Transition	400.00	LF	4.00	1,600.00	
12	Clean & Televis 8"	389.00	LF	4.00	1,556.00	
13	Maintenance/Pumping East 2nd Street	1.00	LS	1,000.00	1,000.00	
14	Maintenance/Pumping Monroe Street	1.00	LS	22,000.00	22,000.00	
15	Maintenance/Pumping Arbor Ave.	1.00	LS	1,000.00	1,000.00	
16	Maintenance/Pumping East 3rd Street	1.00	LS	1,000.00	1,000.00	
17	Maintenance/Pumping West 5th Street	1.00	LS	1,000.00	1,000.00	
18	F & I 24" x 30" CIPP Lining	135.00	LF	136.00	18,360.00	
19	F & I 18" CIPP Lining	308.00	LF	74.00	22,792.00	
20	F & I 15" CIPP Lining	623.00	LF	65.00	40,495.00	
21	F & I 15" x 12" CIPP Lining	309.00	LF	65.00	20,085.00	
22	F & I 12" CIPP Lining	1,486.00	LF	56.00	83,216.00	
23	F & I 10" x 8" Transition CIPP Lining	400.00	LF	34.00	13,600.00	
24	F & I 8" CIPP Lining	389.00	LF	32.00	12,448.00	
25	Lateral Reinstatement	107.00	EA	100.00	10,700.00	
26	Rehabilitate Sewer Manhole	17.00	EA	2,200.00	37,400.00	
27	Traffic Control East 2nd Street	1.00	LS	400.00	400.00	
28	Traffic Control Monroe Street	1.00	LS	1,500.00	1,500.00	
29	Traffic Control Arbor Ave.	1.00	LS	400.00	400.00	
30	Traffic Control East 3rd Street	1.00	LS	400.00	400.00	
31	Traffic Control West 5th Street	1.00	LS	400.00	400.00	

Proposal Price: \$ 308,816.00

We hereby propose to furnish materials, equipment and labor in accordance with the plans referenced above as follows:

Furnish CIPP Lining per ASTM F 1216 and City of Monroe Specifications. Third Party Testing & Warranty included in proposal.

Qualifications:

- Bond will be furnished
- Permits are excluded from this proposal. City of Monroe to provide suitable water source as needed.
- Mobilization is included in proposal.
- Liquids generated from cleaning operation and liner installation will need to be decanted into nearby sanitary sewer.
- Cleaning, Pre/Post CCTV of Sanitary Sewer included in this proposal.
- Maintenance of Traffic is included in this proposal.
- By-Pass Pumping is included in this proposal.
- Final Payment will be made based on the actual units installed in accordance with the unit prices contained herein.
- All invoices submitted by the 25th are due and payable within 30 days. Ten percent (10%) retainage will be withheld until Substantial Completion.
- This proposal is submitted, based on quantities furnished by the City of Monroe
- This proposal may be withdrawn if not accepted within 45 days.

Respectfully submitted,

Jeff Obertyniuk

By: Jeff Obertyniuk for Lanzo Lining Inc., Michigan

Acceptance of Proposal

The above prices, specification and conditions are satisfactory and are hereby accepted.
 You are authorized to do the work as specified.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Approval of the Brownfield Plan for Site No. 11, Third Plan, Frenchtown Settlement – River Raisin Battlefield Site, Pump House Redevelopment

DISCUSSION: The City of Monroe Brownfield Redevelopment Authority (BRA) has reviewed and approved a Brownfield Plan for approximately 0.562 acres on property owned by the Port of Monroe which is the site of the former Union Camp / Jefferson Smurfit companies “Pump House.” The purpose of the plan is to provide a basis for the BRA to utilize its revolving loan fund balance and administrative fund to finance the demolition of the building and restoration of the site. The financing for the project will be through an EPA Brownfield loan administered by the Downriver Community Conference. The advantages of this financing is that there is a 36-month grace period during which interest does not accumulate, and the project can receive up to 20% principal forgiveness.

All the demolition and site restoration costs proposed as part of the Plan are eligible expenses under the Brownfield Redevelopment and Financing Act (PA 381 of 1996, as amended). Eligible activities include asbestos surveys and abatement, environmental investigations and requisite clean-up, demolition- which will include backfilling, and grading and erosion control activities. After the demolition is complete, the Pump House parcel will be restored to a natural riverbank, using best management practices for restoring near shore habitats.

The original Brownfield Plan for this area, which included the Pump House site, was approved in 2002 (First Plan) and amended in 2006 (Second Plan). This “Third Plan” does not modify any eligible activities or costs previously approved in the First or Second Plans. The property was historically part of a larger 350-acre parcel known as the “East Mill Site,” which was occupied by paper mill buildings and has undergone extensive demolition and environmental remediation in order to become part of the River Raisin National Battlefield Park. The property was originally the site of the Frenchtown settlement, founded in 1787. Demolition of this final “modern” building will mark another significant step toward restoring the site to its 18th century appearance.

The Economic and Community Development Division distributed notice of the public hearing regarding the Plan to all the taxing jurisdictions and a general public hearing notice was posted at City Hall. The purpose of the public hearing and notice are to allow the opportunity for any affected party to be heard on this matter. No comments had been received at the time of preparation of this fact sheet.

IT IS RECOMMENDED that City Council approve the Brownfield Plan for Site No. 11, Third Plan, Frenchtown Settlement – River Raisin Battlefield Site, Pump House Redevelopment, in the form of the attached resolution, following consideration of any comments at the public hearing.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: June 3, 2013

REASON FOR DEADLINE: Timely commencement of project

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: City of Monroe Brownfield Redevelopment Authority

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Economic and Community Development Division, Port of Monroe, Brownfield Redevelopment Authority, Downriver Community Conference

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 445,000 <i>est.</i>
	Cost of This Project Approval	\$ 445,000 <i>est.</i>
	Related Annual Operating Cost	(\$2,500) <i>est.</i>
	Increased Revenue Expected/Year	\$ 0*

* Property will remain tax exempt, but will become part of the River Raisin National Battlefield area, which is anticipated to grow tourism for the Monroe region.

SOURCE OF FUNDS:	<u>City</u>	Account Number	Amount
	<u>Other Funds</u>		
		Brownfield Redevelopment Authority Revolving Loan Fund	\$296,000
		Brownfield redevelopment Authority Administrative Fund	\$60,000
		Principal Forgiveness from EPA	\$89,000

Budget Approval: 

FACT SHEET PREPARED BY: Dan Swallow, Director of Economic and Community Development **DATE:** 5/28/13

REVIEWED BY: George Brown, City Manager



DATE:

COUNCIL MEETING DATE: June 3, 2013

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**CITY OF MONROE
RESOLUTION**

WHEREAS, the Monroe City Council is authorized by the provisions of Act 381, Public Acts of Michigan, 1996, as amended (Act 381) to create a brownfield redevelopment authority, and on January 21, 1997, the Monroe City Council adopted a resolution to create such an authority; and

WHEREAS, on May 16, 2013 the City of Monroe Brownfield Redevelopment Authority adopted a Brownfield Plan for the Pump House Redevelopment, located on approximately 0.562 acres of parcel # 59-01904-001, property owned by the Port of Monroe; and

WHEREAS, the City of Monroe Brownfield Redevelopment Authority and Monroe City Council had previously adopted Brownfield Plans for Site No. 11, Frenchtown Settlement-River Raisin Battlefield Site (Former Union Camp/Jefferson Smurfit Site) dated July 25, 2002 and March 28, 2006, which incorporated this same property; and

WHEREAS, the City of Monroe Brownfield Redevelopment Authority has submitted this Brownfield Plan for Site No. 11, Third Plan, for review and approval by the Monroe City Council, and the Monroe City Council has conducted a public hearing on the matter as required by Act 381.

NOW, THEREFORE BE IT RESOLVED THAT the Monroe City Council finds that the Brownfield Plan for Site No. 11, Third Plan, Frenchtown Settlement – River Raisin Battlefield Site, Pump House Redevelopment, constitutes a public purpose under the following considerations:

1. The Brownfield Plan for Site No. 11, Third Plan, meets the requirements of Section 13 of Act 381, including activities required to complete Phase I and II Environmental Site Assessments, a Baseline Environmental Assessment and a Title and Judicial Record Review;
2. The proposed method of financing the costs of eligible activities is feasible and the authority has the ability to arrange the financing through its revolving fund; and
3. The costs of eligible activities for the Brownfield Plan for Site No. 11, Third Plan, are reasonable and necessary to carry out the provisions of Act 381.

35 **BE IT FURTHER RESOLVED THAT** given the above findings, the Monroe City Council hereby
36 approves the Brownfield Plan for Site No. 11, Third Plan, Frenchtown Settlement – River Raisin
37 Battlefield Site, Pump House Redevelopment, for implementation by the City of Monroe
38 Brownfield Redevelopment Authority.

39

40 Motion:
41 Seconded by:
42 Ayes: Nays:

43

RESOLUTION DECLARED ADOPTED

44

45 I, Charles D. Evans, City Clerk-Treasurer of the City of Monroe, County of Monroe, State of
46 Michigan, do hereby certify that the foregoing is an exact copy of a Resolution adopted by the
47 City Council of said City, at a regular meeting thereof held on the 3rd day of June 2013.

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(SEAL)

Charles D. Evans
City Clerk-Treasurer



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Approval of the Brownfield Plan for Site No. 11, Third Plan, Frenchtown Settlement – River Raisin Battlefield Site, Pump House Redevelopment

DISCUSSION: The City of Monroe Brownfield Redevelopment Authority (BRA) has reviewed and approved a Brownfield Plan for approximately 0.562 acres on property owned by the Port of Monroe which is the site of the former Union Camp / Jefferson Smurfit companies “Pump House.” The purpose of the plan is to provide a basis for the BRA to utilize its revolving loan fund balance and administrative fund to finance the demolition of the building and restoration of the site. The financing for the project will be through an EPA Brownfield loan administered by the Downriver Community Conference. The advantages of this financing is that there is a 36-month grace period during which interest does not accumulate, and the project can receive up to 20% principal forgiveness.

All the demolition and site restoration costs proposed as part of the Plan are eligible expenses under the Brownfield Redevelopment and Financing Act (PA 381 of 1996, as amended). Eligible activities include asbestos surveys and abatement, environmental investigations and requisite clean-up, demolition- which will include backfilling, and grading and erosion control activities. After the demolition is complete, the Pump House parcel will be restored to a natural riverbank, using best management practices for restoring near shore habitats.

The original Brownfield Plan for this area, which included the Pump House site, was approved in 2002 (First Plan) and amended in 2006 (Second Plan). This “Third Plan” does not modify any eligible activities or costs previously approved in the First or Second Plans. The property was historically part of a larger 350-acre parcel known as the “East Mill Site,” which was occupied by paper mill buildings and has undergone extensive demolition and environmental remediation in order to become part of the River Raisin National Battlefield Park. The property was originally the site of the Frenchtown settlement, founded in 1787. Demolition of this final “modern” building will mark another significant step toward restoring the site to its 18th century appearance.

The Economic and Community Development Division distributed notice of the public hearing regarding the Plan to all the taxing jurisdictions and a general public hearing notice was posted at City Hall. The purpose of the public hearing and notice are to allow the opportunity for any affected party to be heard on this matter. No comments had been received at the time of preparation of this fact sheet.

IT IS RECOMMENDED that City Council approve the Brownfield Plan for Site No. 11, Third Plan, Frenchtown Settlement – River Raisin Battlefield Site, Pump House Redevelopment, in the form of the attached resolution, following consideration of any comments at the public hearing.

CITY MANAGER RECOMMENDATION:

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

BROWNFIELD PLAN

Site No. 11, Third Plan
Frenchtown Settlement – River Raisin Battlefield Site
“Pump House”
Front Street and North Dixie Highway, Monroe, Michigan

PREPARED BY

City of Monroe Brownfield Redevelopment Authority
120 East Front Street
Monroe, MI 48161
Contact Person: Tom Krzyston
Email: thomas.krzyston@portofmonroe.com
Phone: (734) 241-6480

AKT Peerless
22725 Orchard Lake Road
Farmington, MI 48336
Contact Person: Bret Stuntz
Email: stuntzb@aktpeerless.com
Phone: (248) 615-1333

PROJECT #

1983F10

REVISION DATE

May 16, 2013

**BRA APPROVAL
CITY APPROVAL**

May 16, 2013

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ATTACHMENTS

Attachment A	Previous Plans
• Site No. 11, First Plan	
• Site No. 11, Second Plan	

PROJECT SUMMARY

PROJECT NAME	Pump House Redevelopment
Applicant	City of Monroe Brownfield Redevelopment Authority 120 East Front Street Monroe, MI 48161 Contact Person: Tom Krzyston (734) 241-6480
ELIGIBLE PROPERTY LOCATION	Front Street and North Dixie Highway, Monroe, MI Refer to the attached original Brownfield Plan for a map of the Eligible Property, addresses, and legal descriptions.
TYPE OF ELIGIBLE PROPERTY	Facility
PROJECT DESCRIPTION	<p>The original Brownfield plan was approved in 2002 (the "First Plan") and amended in 2006 (the "Second Plan"). The purpose of this plan (the "Third Plan") is to include certain eligible activities and costs for the restoration of a portion of the Eligible Property. The Third Plan does not modify any eligible activities or costs approved in the First or Second Plans.</p> <p>The eligible activities listed in this Third Plan will occur at 1205 E. Elm Ave. (Parcel ID No. 55-59-01904-001), which contains approximately 0.562 acres of land and is also known as "the Pump House Parcel".</p> <p>The Pump House Parcel became contaminated with mercury during historical operations associated with mill operations before 1995. In addition, asbestos is likely present within the building on the property.</p> <p>Eligible activities consist of asbestos surveys and abatement, due care/additional response activities (environmental cleanup), and demolition (including backfill, grading, and erosion control activities). After eligible activities are complete, the Pump House Parcel will be restored to a natural riverbank habitat, using best management practices for restoring near shore and riparian habitats.</p>

ELIGIBLE ACTIVITIES

Due Care Activities/Additional Response Activities,
Preparation of a Brownfield Plan and Act 381 Work
Plan, Demolition, Asbestos Survey and Abatement.

ELIGIBLE ACTIVITY COSTS

\$445,000 (Estimated Eligible Activities, Contingency)

BROWNFIELD PLAN

Site No. 11, Third Plan

Front Street and North Dixie Highway, Monroe, MI

1.0 Introduction

The City of Monroe, Michigan (the “City”), established the City of Monroe Brownfield Redevelopment Authority (the “Authority”) on February 10, 1997, pursuant to Michigan Public Act 381 of 1996, as amended (“Act 381”). The primary purpose of Act 381 is to encourage the redevelopment of eligible property by providing economic incentives through tax increment financing for certain eligible activities.

The original Brownfield Plan was approved in 2002 (the “First Plan”) and amended in 2006 (the “Second Plan”). The purpose of this plan (the “Third Plan”) is to include certain eligible activities and costs for the restoration of a portion of the Eligible Property. The Third Plan does not modify any eligible activities or costs approved in the First or Second Plans.

The identification or designation of a developer or proposed use for the Eligible Property that is the subject of this Third Plan shall not be integral to the effectiveness or validity of this Third Plan. This Third Plan is intended to apply to the Eligible Property identified in this Third Plan and, if tax increment revenues are proposed to be captured from that Eligible Property, to identify and authorize the eligible activities to be funded by such tax increment revenues. Any change in the proposed developer or proposed use of the Eligible Property shall not necessitate an amendment to this Third Plan, affect the application of this Third Plan to the Eligible Property, or impair the rights available to the Authority under this Third Plan.

This Third Plan is intended to be a living document, which may be modified or amended in accordance with the requirements of Act 381, as necessary to achieve the purposes of Act 381. The applicable sections of Act 381 are noted throughout the Third Plan for reference purposes.

This Third Plan contains information required by Section 13(1) of Act 381.

2.0 General Provisions

The following sections detail information required by Act 381.

2.1 Description of Eligible Property (Section 13 (l)(h))

The Eligible Property (“Property”) is located at Front Street and North Dixie Highway in Monroe, Michigan. This Third Plan incorporates by reference the eligible property descriptions in the First and Second Plans (which are identical). These are provided, along with the legal description of the Eligible Property, in Attachment A.

The Eligible Activities listed in this Third Plan will occur on the portion of the Eligible Property located at 1205 East Elm Avenue (Parcel ID No. 55-59-01904-001). 1205 East Elm contains a deteriorating building which is inhibiting the revitalization of the surrounding area. The Port of Monroe owns the Property.

The Property, for the purposes of this Plan, includes all real and personal property located on the Property.

2.2 Basis of Eligibility (Section 13 (1)(h) , Section 2 (m)), Section 2(r)

The Property is considered “Eligible Property” as defined by Act 381, Section 2 because: (a) the Property was previously utilized as an industrial property; (b) it is located within the City of Monroe, a qualified local governmental unit, or “Core Community” under Act 381; and (c) each of the parcels comprised by the Property has been determined to be a “facility.”

The Property was historically part of a larger 350-acre parcel known as the East Mill site. Part of the East Mill property occupies land that is the site of the Frenchtown settlement, founded in 1787. By 1812, as the United States moved toward war with Britain, Frenchtown became a strategic outpost. The first and second battles of the River Raisin, and the subsequent massacre of over 60 American prisoners, occurred on January 18, 22, and 23, 1813 in the area of the Property. Over 400 American soldiers were killed in these battles. Frenchtown, which was abandoned during the War of 1812, began to be resettled in 1816 further west along the river. The new settlement grew into the City of Monroe and was named the county seat of Monroe County, Michigan Territory in 1817. The area of the Property became agricultural land after the War of 1812. Between 1850 and 1915, the Property was part of the Michigan Nursery Company operated by Isreal Epley Ilgenfritz.

Mr. Ilgenfritz conveyed a portion of his land holdings to the River Raisin Paper Company in the early 20th Century. The River Raisin Paper Company built the first mill (West Mill) on the northwest corner of Dixie Highway and Elm Street in 1915. Between 1918 and 1920, the East Mill was constructed on the property south of Mason Run. Additional expansion occurred at the Property as the company grew, and acquired the Monroe Corrugated Box Company in 1920.

The Union Camp Corporation purchased the River Raisin Paper Company in 1960. The Property was operated by Union Camp until the mid-1980's, when it sold the company to the Monroe Paper Company, a partnership of the Jefferson Smurfit Corporation and an individual, Bob Mitchell. Jefferson Smurfit acquired full ownership of the Property in 1991. The East Mill operated on the Property until approximately 1995. The mill buildings were generally unused after 1995. The Property is currently vacant. The former filtering and testing equipment is gone but the pumps, piping, and pits remain.

The Pump House Parcel was developed with a 13,334 square foot building that was formerly used as a filtration plant that supplied filtered river water to the paper mill from 1918 to the 1950s. After the Pump House was no longer needed for production, the building was used for offices and for storage of equipment. The building is divided into three sections: (1) The eastern section of the building (34 by 125 feet) was formerly used for filtration. In the past, there were large filters formerly mounted to the floor on the ground level of the eastern section, but they have been removed; (2) The middle of the building (34 by 34 feet) was where the river water entered the pump house. Two pump pits with large pumps and piping remain in this section of the building; and (3) The western section of the building (34 by 131 feet) is newer than the other two sections. This end of the building has two stories that were formerly used as dormitories, laboratory, meter room, and later offices.

The portion of the Property located at 1205 East Elm became contaminated with mercury during historical operations as a Pump House associated with the East Mill operations (pre 1995). In addition, asbestos is likely present within the subject building. Soil, sediment, and groundwater samples have been collected for laboratory analysis as part of previous environmental investigation activities. In

addition, samples of various waste materials such as sediment and water from pits located inside the building have been collected for analysis. Based on the results of these investigations, concentrations of mercury have been identified in sediment and water from the pits and piping within the Pump House as well as the property's subsurface above the applicable Michigan Department of Environmental Quality (MDEQ) Cleanup Criteria.

2.3 Summary of Eligible Activities and Description of Costs (Section 13 (1)(a),(b))

The "eligible activities" that are intended to be carried out at the Property are considered "eligible activities" as defined by Sec 2 of Act 381, because they include due care and additional response activities, preparation of Brownfield and Act 381 work plans, asbestos survey and abatement, and demolition.

A summary of the eligible activities and the estimated cost of each eligible activity are shown in the table below.

Table 2-A Estimated Cost of Reimbursable Eligible Activities

Description of Eligible Activities	Estimated Cost
1. Due Care and Additional Response Activities	\$ 50,000
2. Asbestos Survey and Abatement	\$ 20,000
3. Demolition	\$ 360,000
4. Preparation of a Brownfield Plan and Act 381 Work Plan	\$ 15,000
Total	\$ 445,000

It is currently anticipated that performance of eligible activities will occur before the end of 2014.

The costs listed in the table above are estimated costs and may increase or decrease depending on the nature and extent of environmental contamination and other unknown conditions encountered on the Property.

2.4 Estimate of Captured Taxable Value and Tax Increment Revenues (Section 13(1)(c)); Impact of Tax Increment Financing On Taxing Jurisdictions (Section 13(1)(g), Section 2(ee))

This Third Plan will approve the Eligible Activities and cost estimates described in Section 2.3. The Authority intends to pay for the Eligible Activities through an Environmental Protection Agency (EPA) Revolving Loan Fund (RLF) loan provided by the Downriver Community Conference (DCC). The Authority intends to service the RLF debt with Authority funds and funds from the City's RLF, at the discretion of the City's Finance Director. As a result, there will be no new impact of tax increment financing on taxing jurisdictions. Moreover, the addition of Eligible Activities and costs in this Third Plan will not affect the tax increment financing estimates provided in the First and Second Plans.

2.5 Plan of Financing (Section 13(1)(d)); Maximum Amount of Indebtedness (Section 13(1)(e))

Eligible activities are to be financed by the Authority through a DCC-provided EPA RLF loan. The Authority intends to service the RLF debt with Authority funds and funds from the City's RLF, at the discretion of the City's Finance Director. The maximum amount of indebtedness the Authority will incur under this Third Plan is \$445,000.

2.6 Duration of Plan (Section 13(1)(f))

The duration of the Plan is subject to the limitations of Act 381; in addition, this Third Plan does not extend the duration established in the First and Second Plans (refer to Attachment A).

2.7 Effective Date of Inclusion in Brownfield Plan

The Property was included in the First Plan, approved in 2002 (refer to Attachment A).

2.8 Displacement/Relocation of Individuals on Eligible Property (Section 13(1)(i-l))

There are no persons or businesses residing on the Eligible Property, and no occupied residences will be acquired or cleared. Therefore, there will be no displacement or relocation of persons or businesses under this Plan.

2.9 Local Site Remediation Revolving Fund ("LSRRF") (Section 8, Section 13(1)(m))

This Third Plan is not anticipated not capture any tax increment revenue and therefore will not result in deposits into the LSRRF.

2.10 Other Information

None.

Attachments

Attachment A

Site No. 11, First Plan

Site No. 11, Second Plan

CITY OF MONROE
BROWNFIELD REDEVELOPMENT AUTHORITY

BROWNFIELD PLAN

SITE NO. 11
FIRST PLAN

***FRENCHTOWN SETTLEMENT-
RIVER RAISIN BATTLEFIELD SITE***
Homrich, Inc. - Owner
(Former Union Camp/Jefferson Smurfit Site)

Front Street and North Dixie Hwy
Monroe, MI

July 25, 2002

Monroe City Hall
120 East First Street
Monroe, Michigan 48161-9986
734-243-0700

CITY OF MONROE

CITY COUNCIL

**C. D. Cappuccilli, Mayor
William Burkett
Dorothy Edwards
C. James Sabo
Jean Guyor
Lloyd Conner, Sr.
Mark Worrell**

BROWNFIELD REDEVELOPMENT AUTHORITY BOARD

**Thomas A. Krzyston, Chairman
Mark Laboe, Vice-Chairman
Dale Brose
C.D. Cappuccilli
Paul Livernois
Richard Montcalm
Robert Neeley**

ADMINISTRATION

**Robert A. Hamilton, City Manager
Michael O'Connell, Director of Finance
Sam Guich, City Assessor
Donald A. Link, Director of Engineering and Utilities
James Tischler, AICP, PCP, Director of Community Development & Planning
Thomas P. Russow, General Counsel for BRA Board**

BROWNFIELD PLAN**SITE NO. 11****FIRST PLAN****FRENCHTOWN SETTLEMENT-RIVER RAISIN BATTLEFIELD SITE****Homrich, Inc. - Owner****(Former Union Camp/Jefferson Smurfit Site)**

Act 381, PA 1996, Section 13(1)

(a) A description of costs intended to be paid for with tax increment revenues, including a brief summary of the eligible activities that are proposed for each eligible property.

The eligible property is made up of 127.71 acres of the former Union Camp/Jefferson Smurfit Corporation lands located on the northeast quadrant of E. Elm Avenue and North Dixie Highway. Homrich, Inc. is the current owner. The property is a facility as defined in Part 201 of the Natural Resources and Environmental Protection Act (NREPA). Three (3) underground storage tanks were located on the property. Both the soils and groundwater have been found to be contaminated with a variety of chemicals at concentrations that exceed MDEQ generic residential use criteria. The list of identified chemicals includes benzene, arsenic, mercury, phenanthrene, toluene, lead, chlorobenzene, and trichloroethene.

The proposed eligible activity is a hydrogeologic investigation of the bedrock aquifer to evaluate potential impact of certain areas of environmental concern located on the property. During the investigation, existing monitoring wells will be redeveloped and seven new bedrock-monitoring wells will be installed. Samples will be drawn and analyzed. Groundwater flow directions in the bedrock aquifer and continuous saturated zones in the unconsolidated till will be determined. A report of the activities and findings will be prepared.

The total estimated cost is \$56,645. The estimated costs for the redevelopment of the existing wells and the installation of the new wells is \$28,900; for the laboratory analyses -- \$9,750; and for the evaluation of the data and preparation of the report -- \$6,500. The cost of the preparation of the environmental work plan is \$4,250. A contingency for 15% or \$7,245 has been included by the environmental consultant.

See the Work Plan prepared by Haley & Aldrich of Michigan, Inc., Plymouth, Michigan, File No. 28008-000, for detailed presentation of the proposed eligible activities and associated costs.

(b) **An estimate of the captured taxable value and tax increment revenues for each year of the plan from each parcel of eligible property and in aggregate.**

1	Initial Taxable Value - \$156,180	
2	Taxable Value Estimated After Construction -	29,000,000
	Parcel No. 58-55-59-01904 -	13,000,000
	Parcel No. 58-55-59-01904-001 -	1,000,000
	Parcel No. 58-55-59-01900 -	15,000,000
3	Captured Taxable Value -	\$28,843,820

See Section 1.04, Summary of Proposed Redevelopment and Future Use, Pages 5 – 6, of the environmental work plan. It should be noted that proposed future taxable value is only an estimate and is not based on an actual project that is proposed for immediate development. The tax increment revenues will be determined by multiplying the captured taxable value by the amount of mills levied by the local taxing jurisdictions. The 24 mills of school taxes will not be captured. Currently, if the captured taxable value was 3 million and the number of mills levied by the local taxing jurisdictions was 30 mills, the tax increment revenues for that year would be \$90,000.

(c) **The method by which the costs of the plan will be financed, including a description of any advances made or anticipated to be made for the costs of the plan from the municipality.**

1. The City of Monroe will advance the funds for the environmental work from the local tax increment revenues in the Brownfield Redevelopment Authority's Local Site Remediation Revolving Fund.
2. The funds advanced will be reimbursed from the local tax increment revenues collected from the property as development occurs. The 24 mills of school taxes will not be captured.
3. All estimates of revenues and the allocations of those revenues are subject to amendments and adjustments based upon the actual amounts of the investment, millages, expenses, and other related economic variables.

(d) **The maximum amount of note or bonded indebtedness to be incurred, if any.**

The maximum amount of the indebtedness to be incurred in the form of a reimbursement agreement for purposes of this brownfield plan is \$60,000. This brownfield plan may be amended to provide reimbursement for additional eligible activities that arise as a result of the execution of the work plan.

(e) The duration of the plan, which shall not exceed the lesser of the period required to pay for the eligible activities from tax increment revenues plus the period of capture authorized for the local site remediation revolving fund or 30 years.

The duration of the plan is estimated to be the number of years required to complete the reimbursement as discussed and may include up to five years of additional capture of tax increment revenues for the funding of the site remediation revolving fund, or so long as the developer can qualify for eligible investment under Act 382 of 1996, as amended; whichever is longer; but in no event will the plan be longer than 30 years.

(f) An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions in which the property is located.

The amount of taxes that will be captured from the eligible property that would otherwise be paid to the taxing jurisdictions can be determined by multiplying the captured taxable value by the number of mills levied by each taxing jurisdiction. Since no immediate development is proposed, an example of the amount of tax increment revenues for a 3 million dollar development that would be captured relative to a local taxing jurisdiction with a levy of 4 mills would be \$12,000. However, no tax capture will occur on the eligible property until the taxable value increases, due in part to development, improvements or other factors, to yield a captured taxable value.

(g) A legal description of each parcel of eligible property to which the plan applies, a map showing the locations and dimensions of each eligible property, and a statement of whether personal property is included as part of the eligible property.

Legal Description: See attached legal descriptions and map.
Tax Parcel ID Nos: 58-55-59-01900, 01904, and 01904-001
Common Address: 1205 East Elm Avenue, Monroe, MI 48162, with other lands
Map: See attached location map.
Personal Property: Personal property is included as part of the eligible property.

(h) An estimate of the number of persons residing on each eligible property to which the plan applies and the number of families and individuals to be displaced, if any.

Section (h) is not applicable as no person resides on the eligible property.

- (i) **A plan for establishing priority for the relocation of persons displaced by implementation of the plan, if applicable.**

Section (i) is not applicable as no person resides on the eligible property.

- (j) **Provision for the costs of relocating persons displaced by implementation of the plan, and financial assistance and other reimbursement of expenses, if any.**

Section (j) is not applicable as no person resides on the eligible property.

- (k) **A strategy for compliance with the Michigan Relocation Assistance Act, if applicable.**

Section (k) is not applicable as no person resides on the eligible property.

- (l) **A description of proposed use of the site remediation revolving fund.**

The site remediation fund shall be used on other facilities found within the municipality that generally have insufficient captured taxable value to produce the necessary tax increment revenue to pay for the necessary eligible activities required to remediate the site to the appropriate standards and prepare the site for construction.

- (m) **Other material that the authority or governing body considers pertinent.**

The area of the eligible property proposed to be investigated in the environmental work plan has been continuously inhabited by people of European descent since the late 18th century. The first structure on the River Raisin was a storage building constructed near the site of the present mill in 1789 by Francois and Robert Navarre. The settlement Frenchtown continued to grow as disaffected French inhabitants of then British Detroit moved southward. Postholes and other archeological finds have been unearthed during formal investigations and during installation of utilities along Elm Avenue. By 1812, Frenchtown became a strategic outpost on the demarcation line between the American and British armies. The first and second battles at the River Raisin, and subsequent massacre of over 60 American prisoners, occurred on January 18, 22, and 23, 1813. Over four hundred American soldiers were killed. The news of these events shocked the entire nation and catalyzed renewed American prosecution of the war. "Remember the Raisin" became a battle cry of the American troops when they went on to defeat the British army at the battle of Thames in 1813.

It is planned that the approximately 25 acre area of the eligible property between Elm Avenue and Mason Run and between North Dixie Highway and the property's easterly boundary line will be preserved for its historical value and

interpreted for its archeological significance. It is expected that the remaining 100 acres will be developed for industrial and commercial purposes. A more detailed discussion of development potential can be found on pages 5 and 6 of the environmental work plan.

07-22-02

Grantor	Grantee	Sale Price	Sale Date	Terms of Sale	Liber & Page	Verified by	Prct Trans				
JEFFERSON-SHOWFIT CORP	HOMRICH INC	500,000	09/25/97	WD WARRANTY DEED	1618-0899	SELLER	100.0				
Property Address		Class: 301 1	Zoning: PUD	Building Permit(s)	Date	Number	Amount				
1220 E ELM AVE		School: 01 MONROE PUBLIC SCHOOLS									
Owner's Name/Address		Hmstd 0X									
HOMRICH INC		Map #:									
200 MATLIN RD CARLETON MI 48117		2003 Est TCV 15,031 TCV/TFA: -34521866									
Taxpayer's Name/Address		X Improved		Land Value Estimates for Land Table 00115.115 INDUSTRIAL							
HOMRICH INC		Vacant		*factors for*							
200 MATLIN RD CARLETON MI 48117		Public Improvements		Description	Frontage	Depth	Rate	%Adj.	Reason	Value	
S9-01904-001		Dirt Road		'A' Frontage	266.10	92.00	1.000	0.000	0 100*		
		Gravel Road		INDUSTRIAL 0 - 129K SF		24481 Sqft	0.95	200	K20 FRONT	46,513	
		Paved Road		Flat Value: DEMOLITION COST \$2 PSF							
		Storm Sewer		* denotes lines that do not contribute to the total acreage calculation.							
		Sidewalk		266 Actual Front Feet, 0.56 Total Acres Total Est. Land Value = 15,031							
		Water									
		Sewer									
		Electric									
		Gas									
		Curb									
		Street Lights									
		Standard Utilities									
		Underground Utils.									
Legal Description		Topography of Site									
COMM AT N ROW LI OF ELM AVE & N'LY ROW LI OF DETROIT AVE; TR ALG THE N'LY ROW LI OF ELM AVE THE FOLLOWING 3 COURSES: N 39D 12M 53S W 93.71 FT; TH N 36D 21M 14S W 722.92 FT; TH N 29D 15M 15S W 113.11 FT; TH S 54D 48M 45S W 66.35 FT TO IRON PIPE ON S'LY ROW LI OF ELM AVE (66 FT WIDE); TH N 29D 15M 15S W 463.90 FT ALG S'LY ROW LI OF ELM AVE FOR A POB; TH S 60D 44M 21S W 78.63 FT; TH S 39D 52M 15S W 16.95 FT TO N'LY RIVER LINE OF THE RIVER RAISIN; TH ALG SD N'LY RIVER RAISIN THE FOLLOWING 2 COURSES: N 32D 43M 40S W 51.54 FT AND N 40D 46M 40S W 104.73 FT; TH S 42D 49M 20S W 6.62 FT ALG CL OF 20		X Level									
		Rolling									
		Low									
		High									
		Landscaped									
		Swamp									
		Wooded									
		Pond									
		Waterfront									
		Ravine									
		Wetland									
		Flood Plain									
		XNEEDS LAND DRAW									
Comments/Influences		Who		When		What					
SPLIT FROM 59-01904-000 FOR 1998 ROLL OLD OFFICE BUILDING IS ON THIS SITE WITH RIVER FRONTAGE		X		Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value	
				2003	7,520		7,520			2,7800	
				2002	7,520		7,520			2,7000	
				2001	2,620		2,620			2,6200	
				2000	2,620		2,620			2,6200	
The Equalizer. Copyright (c) 1999 - 2000. Licensed to: City of Monroe, Monroe County											

Apr. 11. 2013 11:18AM

No. 0008 P. 8/12

Grantor	Grantee	Sale Price	Sale Date	Legal	Terms of Sale	Liber & Page	Verified by	Prcnt Trans
JEFFERSON-S. IT CORP	HOMRICH INC	500,000	09/25/97	MO	WARRANTY DEED	1618-0899	SELLER	100.0

Property Address	Class: 301	Zoning: PUD	Building Permit(s)	Date	Number	Amount
1220 E ELK AVE						
Owner's Name/Address	School: 01 MONROE PUBLIC SCHOOLS		DEMOLITION	12/12/00	PBD-00-1520	25,000
HOMRICH INC	Hmstd 0%					
200 MATLIN RD CARLETON MI 48117	Map #:					
	2003 Est TCV 368,890 TCV/TFA: -5993459					

Taxpayer's Name/Address	Improved	Vacant	Land Value Estimates for Land Table 00115.115 INDUSTRIAL
HOMRICH INC	X		
200 MATLIN RD CARLETON MI 48117			
59-01904			
	Public Improvements		Description Frontage Depth Frontage Depth Rate XAdj. Reason Value
			INDUSTRIAL 1.76M -3.05M S 2931849 Sqft 0.30 90 EXCESS 791,599
			Flat Value: DEMO 281,806 SF X \$1.50 -422,709
			67.31 Total Acres Total Est. Land Value = 368,890

Legal Description	Public Improvements	Agricultural Local Cost Land Improvements Description	Rare	County	Mult.	Size	%Good	Cash Value
COMM AT NW'LY COR DETROIT AVE & E ELK AVE	X Dirt Road							
TK N 390 12M 53S W 93.71 FT;	X Gravel Road							
TH N 360 21M 14S W 722.92 FT TO POB;	X Paved Road							
TH N 360 21M 14S W 146.86 FT;	X Storm Sewer							
TH N 290 15M 15S W 79.60 FT;	X Sidewalk							
TH N 600 44M 21S E 92 FT;	X Water							
TH N 290 15M 15S W 399.30 FT;	X Sewer							
TH S 600 44M 21S W 92 FT;	X Electric							
TH N 290 15M 15S W 146.10 FT;	X Gas							
TH N 500 27M 40S W 226.06 FT;	X Curb							
TH N 660 09M 11S W 69.98 FT;	X Street Lights							
TH N 240 41M 54S E 84.34 FT;	X Standard Utilities							
TH N 350 12M 32S E 567.33 FT TO A PT OF CURVE;	X Underground Utils.							
TH ON A CURVE TO RT 107.17 FT HAVING A RADIUS OF 572.96 FT A CHORD BEARING & DIST OF N 400 34M 24S E 107.01 FT TO PT OF REVERSE CURVE;								
TH ON A CURVE TO LT 107.17 FT HAVING A RADIUS OF 572.96 FT								

Topography of Site	Level	Rolling	Low	High	Landscaped	Swamp	Wooded	Pond	Waterfront	Ravine	Wetland	Flood Plain
	X											

Comments/Influences	Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/ Other	Taxable Value
SPLIT FROM 59-01904-001 FOR 1998 ROLL	2003	184,450		184,450			126,1800
NORTH 32 ACRES + - IS ZONED I-1 ACCESSED OFF TELB & MILL ST SOUTH 35 ACRES + - IS ZONED PUD (5/98)	2002	184,450		184,450			122,2700

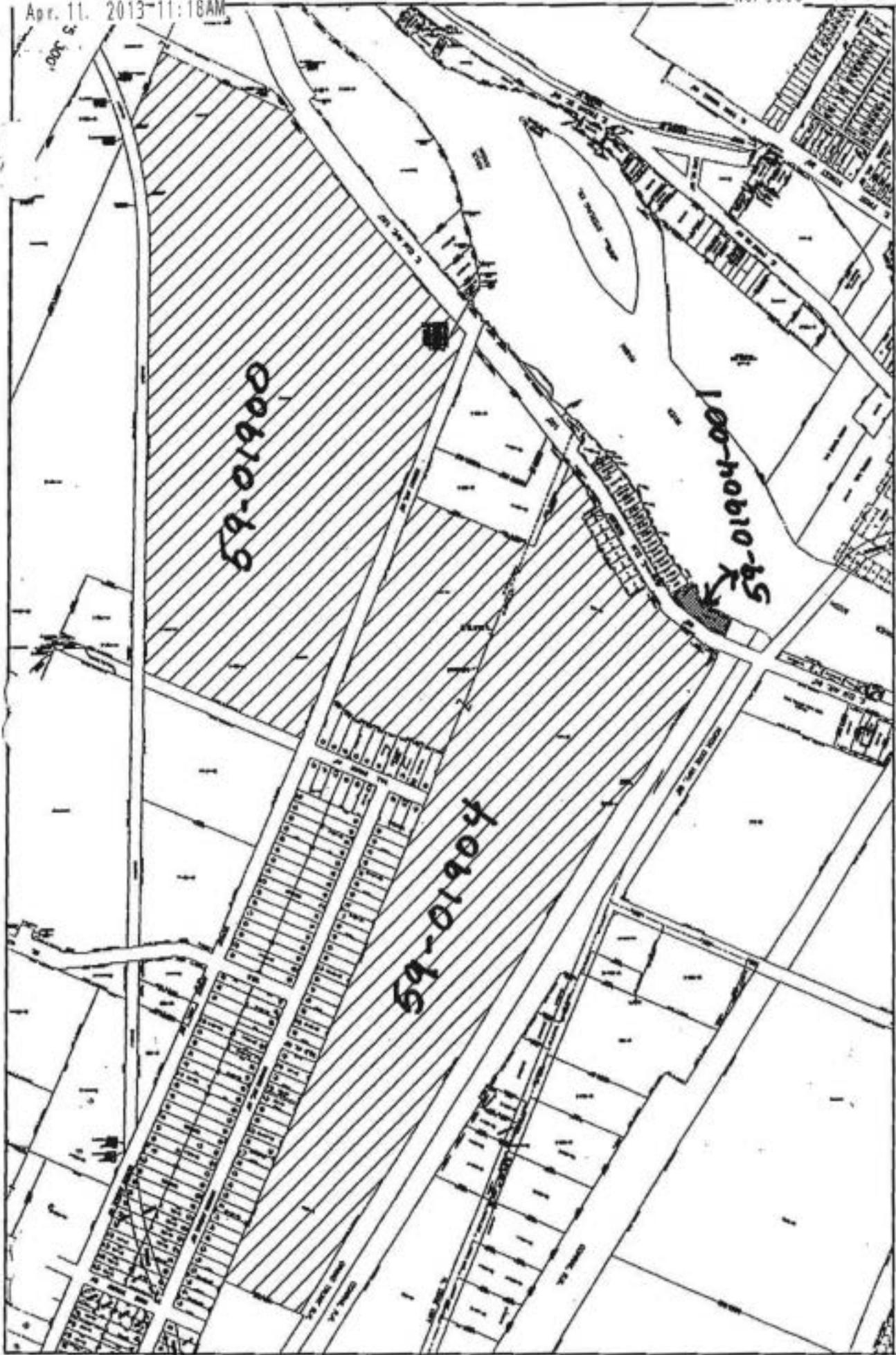
Who	When	What	Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/ Other	Taxable Value
			2001	118,480		118,480			118,4800
			2000	118,480		118,480			118,4800

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Grantor	Grantee	Sale Price	Sale Date	Inst	Terms of Sale	Liber & Page	Verified by	Prcnt Trans		
JEFFERSON ST CORP	KOMRICH INC	500,000	09/25/97	WARRANTY DEED	1618-0899	SELLER	100.0			
Property Address		Class: 301 V	Zoning: I-2	Building Permit(s)	Date	Number	Amount			
1403 E ELM AVE		School: 01 MONROE PUBLIC SCHOOLS								
Owner's Name/Address		Hostd	OX							
KONRICH INC		Map #:	IND, M							
200 MATLIN RD CARLETON MI 48117		2003 Est TCV 95,334								
Taxpayer's Name/Address		Improved	X	Vacant	Land Value Estimates for Land Table 00115.115 INDUSTRIAL					
KONRICH INC		Public Improvements		Description Frontage Depth Frontage Depth Rate %Adj. Reason Value						
200 MATLIN RD CARLETON MI 48117		59-01900		LAND FILL ASH PONDS 52.950 Acres 100 100 5,295						
				INDUSTRIAL 1.76M -3.05M S 300128 SqFt 0.30 100 90,039						
				59.84 Total Acres Total Est. Land Value = 95,334						
Legal Description		Topography of Site								
COMM AT INT N LI E ELM AVE WITH E LI DETROIT AVENUE; TH N 24D 54M 07S E 1696.60 FT TO CL MASON RUN; TH, E ALG CL 870.00 FT TO W LI "FORD MOTOR COMPANY RR SPUR"; TH S 02D 54M 41S W 1491.75 FT; TH ALG CURVE TO LEFT, ARC LENGTH 576.20 FT, RADIUS 1934.86 FT TO E LI OF PC 571; TH S 24D 54M 01S W 343.18 FT; TH N 62D 25M 03S W 624.37 FT; TH N 35D 30M 53S W 628.80 FT; TH N 39D 12M 53S W 606.08 FT TO POB CONT 59.837 ACRES N/L AND SUBJECT TO HIGHWAYS & EASEMENTS OF RECORD		Level Rolling Low High Landscaped Swamp Wooded Pond Waterfront Ravine Wetland Flood Plain XA - LANDFILL								
Comments/Influences				Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
				2003	47,670		47,670			27,2200
				2002	47,670		47,670			26,3800
				2001	40,150		40,150			25,5700
				2000	40,150		40,150			24,7800
The Equalizer. Copyright (c) 1999 - 2000. Licensed to: City of Monroe, Monroe County		Who	When	What						
		DLS	06/12/97	Inspected						
		DD	03/31/98	Data Ent						

Apr. 11. 2013 11:18AM

No. 0008 P. 10/12



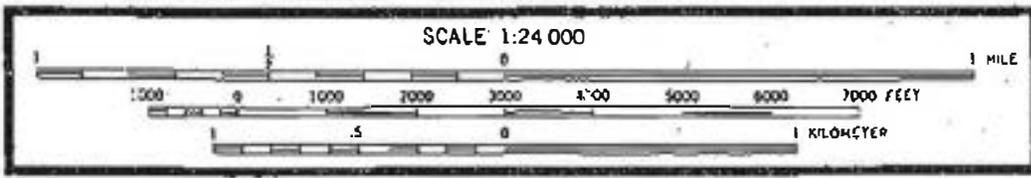
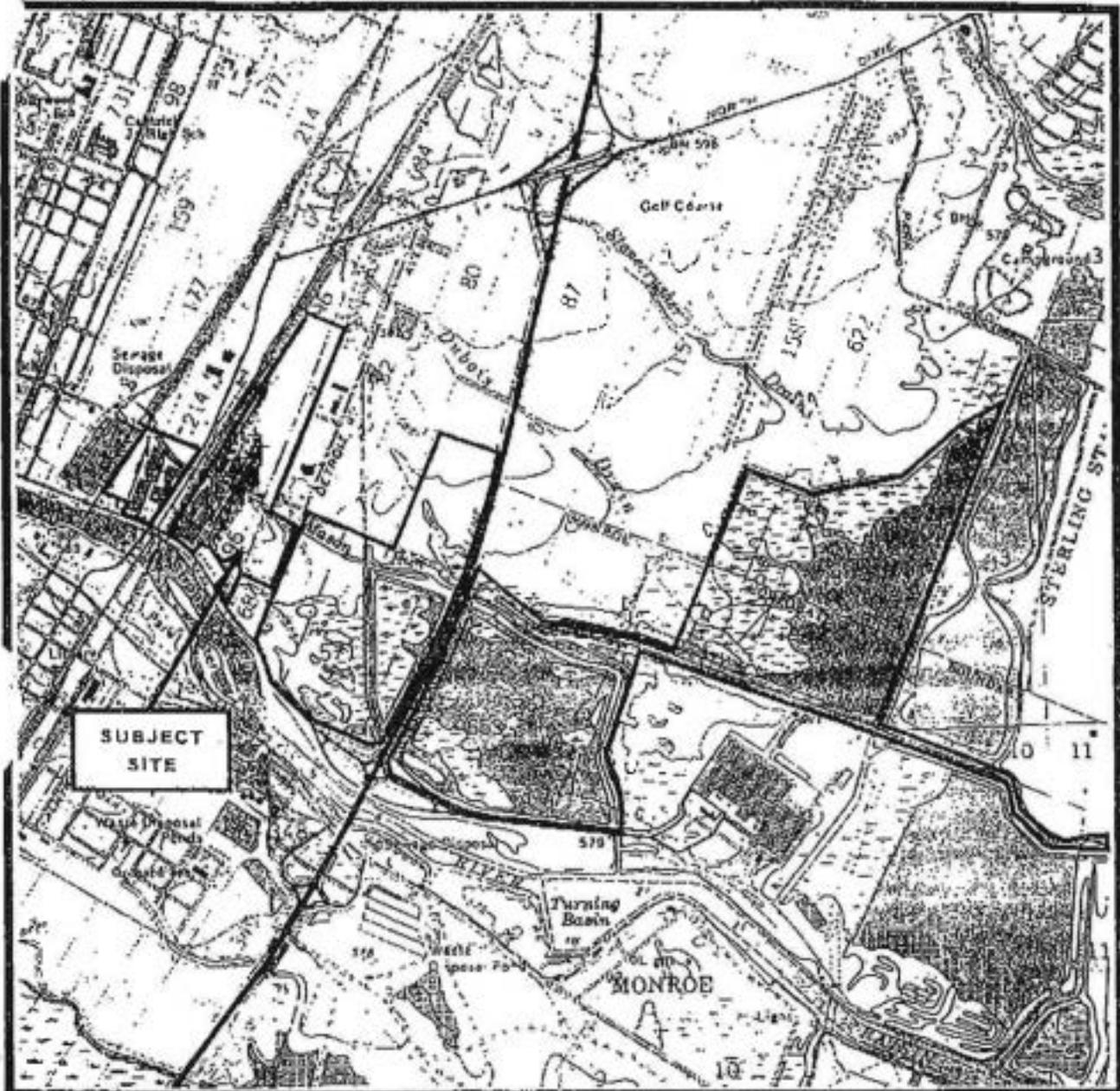
City of Monroe BRA

Site #11 Eligible Property

July 2002

Figure 1
Site Location Map

N
↑



Source: USGS 7.5 Minute Topographic Maps – Stony Point and Monroe, Michigan

Union Camp/Jefferson Smurfit Paper Mills Site
Monroe, Monroe County, Michigan

HALEY & ALDRICH OF MICHIGAN, INC.
G:\Projects\26129-001\Monruch East Mill\Graphics\WP Site Topo.doc

Final Copy
Recd 3/30/06

CITY OF MONROE

CITY COUNCIL

C. D. "Al" Cappuccilli, Mayor
Bill Burkett
Ed Paisley
Dorothy Edwards
John R. Martin
Linda Compora
Brian P. Beneteau

BROWNFIELD REDEVELOPMENT AUTHORITY BOARD

Thomas A. Krzyston, Chairman
Mark Laboe, Vice Chairman
Dale H. Brose
C. D. "Al" Cappuccilli
Paul Livernois
Robert Neely

ADMINISTRATION

John Michrina, Interim City Manager
Sam Guich, City Assessor
Pat Lewis, Director of Engineering
Benjamin J. Tallerico, Director, Development Services
Thomas P. Russow, General Counsel for BRA Board



CITY OF MONROE
BROWNFIELD REDEVELOPMENT AUTHORITY

BROWNFIELD PLAN

SITE NO. 11
SECOND PLAN

FRENCHTOWN SETTLEMENT-
RIVER RAISIN BATTLEFIELD SITE

"Pump House"

Homrich, Inc. - Owner/Seller
(Former Union Camp/Jefferson Smurfit Site)

Elm Avenue and North Dixie Hwy
Monroe, MI

March 28, 2006

THIS SECOND BRA PLAN FOR SITE NO. 11 WAS APPROVED BY THE
BRA BOARD ON TUESDAY, MARCH 28, 2006

Monroe City Hall
120 East First Street
Monroe, Michigan 48161-9986
734-243-0700

BROWNFIELD PLAN

**SITE NO. 11
SECOND PLAN
FRENCHTOWN SETTLEMENT-RIVER RAISIN BATTLEFIELD SITE
"Pump House"
Homrich, Inc. – Owner/Seller
(Former Union Camp/Jefferson Smurfit Site)**

Act 381, PA 1996, Section 13(1)

- (a) **A description of costs intended to be paid for with tax increment revenues, including a brief summary of the eligible activities that are proposed for each eligible property.**

The estimated costs for eligible environmental activities have been divided into the following categories.

1. **Baseline Environmental Assessment (BEA)** – The Port of Monroe intends to prepare a Category "N" BEA for the pump house property as defined in the Act 381 work plan.
2. **Due Care** –To prevent exacerbation during the renovation or demolition of the pump house, the following activities are eligible for reimbursement:
 - Prepare Health and Safety Plans for response, renovation or demolition activities.
 - Prepare and submit a Section 20107a Compliance Analysis within 45 days of purchase or occupancy.
 - Empty the two pump pits and dispose of the contaminated water and sediment/sludge. The Port of Monroe proposes to use a vacuum truck to remove the water (estimated 46,000 gallons) and sediment/sludge (estimated 15,000 gallons) and transport the wastes to licensed disposal facilities. The estimated cost is based on disposal of a "non-hazardous" waste.
 - Disconnect the flow of water between the building and the River Raisin. Two pump pits (east and west) are located in the middle portion of the building. Each pit measures 31 by 15 by 15 feet deep. Water enters the pump pits from the River Raisin via an intake structure located on the upstream side of the dam (i.e., Dam No. 6). Water exits the pump pits via washout sewers and other structures that are not visible. The intake structure and all related conduits will be plugged and sealed.

3. Additional Response Activities – Port of Monroe proposes to remove hazardous substances that are present to prevent a future release during the passive ownership of the property as follows:

- Seal the floor drains to prevent contaminated materials in the drains from being released into the environment during cleaning, renovation, or demolition activities.
- Dewater and remove the sediment that accumulated on the floor of the fire suppression room.
- Empty the liquid hazardous substances that may be present in small reservoirs associated with the pumps in the pump room.
- Remove the mercury switch housed inside the Clarks Control switch gear box located in the fire suppression room and properly dispose of or recycle it.
- Remove the fluorescent light bulbs inside the building and properly dispose of or recycle them.

See the attached Table Two from the Act 381 work plan for a breakdown of the costs for the above eligible activities.

(b) An estimate of the captured taxable value and tax increment revenues for each year of the plan from each parcel of eligible property and in aggregate.

1	Initial Taxable Value -	\$156,180
2	Taxable Value Estimated After Construction –	29,000,000
	Parcel No. 58-55-59-01904 -	13,000,000
	Parcel No. 58-55-59-01904-001 -	1,000,000
	Parcel No. 58-55-59-01900 -	15,000,000
3	Captured Taxable Value -	\$28,843,820

The pump house parcel is a small portion of the overall property described by the parcel numbers listed above. See the attached figure to determine the relative location of the pump house in relation to the other lands that make up the entire eligible property.

No development project that will generate tax increment revenue is immanent on any of the identified parcels. The north half of the parcel ending in 01904 and the south half of the parcel ending in 01900 are zoned light industrial and are very likely to be developed in the future. It should be noted that proposed future taxable value is only an estimate and is not based on an actual project that is proposed for immediate development. The tax increment revenues will be determined by multiplying the captured taxable value by the amount of mills levied by the local taxing jurisdictions. Currently, if the captured taxable value was \$3 million and the number of mills levied by the local taxing jurisdictions was 27 mills and 6 mills for

state education tax and 18 mills for local school operating, the tax increment revenues for that year would be \$153,000.

(c) The method by which the costs of the plan will be financed, including a description of any advances made or anticipated to be made for the costs of the plan from the municipality.

1. The Port of Monroe will advance the funds for the approved environmental eligible activities from an escrow fund of \$100,000 that will be established by the Monroe County Historical Society and the seller from the proceeds of the sale/purchase of the pump house property. The balance of funds estimated at \$48,120 will be advanced by the Port of Monroe as financing is available.
2. The funds advanced to pay for the eligible activities from the \$100,000 escrow will be reimbursed to the Port of Monroe from available funds in the BRA's local site remediation revolving fund with annual simple interest at 6% on the unpaid balance. Payments will be in April and October commencing in October 2006 and based on a 7 year amortization schedule. The Port of Monroe will disburse these payments inclusive of interest to the seller of the property in reimbursement of the escrow funds from the sale proceeds used to pay for the eligible activities.
3. The Michigan Department of Environmental Quality (MDEQ) has provided a \$1 Million Dollar grant to pay for demolition and other grant specified activities for the old mill at the adjacent battlefield site located north of the pump house. In addition, the Act 381 work plan and this Second Brownfield Plan will be submitted to MDEQ seeking approval of additional funding from available funds in the BRA's state education site revolving fund for the purpose of making reimbursement payments without interest to the Port of Monroe for the eligible activities at the pump house in accordance with the terms set forth above.
4. All funds to be advanced by the Port of Monroe, including the balance of funds estimated at \$48,120 in excess of the escrow amount, will be reimbursed from the local site remediation revolving fund as funds are available and from the state site remediation revolving fund as funds are available and subject to approval by MDEQ.
5. In summary, it should be noted that the BEA activities of \$15,250 and Due Care Activities of \$92,185 total \$107,435 of which the Port of Monroe has advanced \$15,685 leaving a balance of \$91,750 to be paid from the \$100,000 escrow. A 15% contingency for the work to be performed by contractors would increase that amount by \$11,475 for a total estimated amount of \$103,495 for these two sets of activities. These advanced funds are not eligible for reimbursement from the state site remediation revolving fund because they were paid prior to MDEQ approval of the Act 381 work plan.
6. The BRA board and the Monroe Port Commission will enter into such written agreements or acknowledgments as necessary to accomplish the intent of

this brownfield plan. The Port of Monroe will submit to the BRA copies of paid invoices for the eligible activities as described in the work plan and in this brownfield plan as the basis for reimbursement.

7. If development occurs on any of the parcels listed above before all the eligible activities conducted under this second brownfield plan has been reimbursed, tax increment revenues captured from such development will be used to make the reimbursement payments rather than from the local or state education site remediation revolving funds.
 8. All estimates of revenues and the allocations of those revenues to the local site remediation revolving fund are subject to amendments and adjustments based upon the actual amounts of the investment, millages, expenses, and other related economic variables.
- (d) **The maximum amount of note or bonded indebtedness to be incurred, if any.**

The maximum amount of the indebtedness to be incurred in the form of a reimbursement agreement for purposes of this brownfield plan is \$160,000. This brownfield plan may be amended to provide reimbursement for additional eligible activities that arise as a result of the execution of the work plan.

- (e) **The duration of the plan, which shall not exceed the lesser of the period required to pay for the eligible activities from tax increment revenues plus the period of capture authorized for the local site remediation revolving fund or 30 years.**

The duration of the plan is estimated to be the number of years required to complete the reimbursement as discussed and may include up to five years of additional capture of tax increment revenues for the funding of the site remediation revolving funds, or so long as the developer can qualify for eligible investment under Act 382 of 1996, as amended, whichever is longer; but in no event will the plan be longer than 30 years.

- (f) **An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions in which the property is located.**

The amount of taxes that will be captured from the entire eligible property that would otherwise be paid to the taxing jurisdictions can be determined by multiplying the captured taxable value by the number of mills levied by each taxing jurisdiction. Since no immediate development is proposed, an example of the amount of tax increment revenues for a \$3 million dollar development that would be captured relative to a local taxing jurisdiction with a levy of 4 mills would be \$12,000. However, no tax capture will occur on any portion of the eligible property until the taxable value increases, due in part to development, improvements or other factors, to yield a captured taxable value.

- (g) **A legal description of each parcel of eligible property to which the plan applies, a map showing the locations and dimensions of each eligible property, and a statement of whether personal property is included as part of the eligible property.**

Legal Description: See attached legal descriptions and map.
Tax Parcel ID Nos: 58-55-59-01900, 01904, and 01904-001
Common Address: 1205 East Elm Avenue, Monroe, MI 48162,
with other lands
Map: See attached location map.
Personal Property: Personal property is included as part of the
eligible property.

- (h) **An estimate of the number of persons residing on each eligible property to which the plan applies and the number of families and individuals to be displaced, if any.**

Section (h) is not applicable as no person resides on the eligible property.

- (i) **A plan for establishing priority for the relocation of persons displaced by implementation of the plan, if applicable.**

Section (i) is not applicable as no person resides on the eligible property.

- (j) **Provision for the costs of relocating persons displaced by implementation of the plan, and financial assistance and other reimbursement of expenses, if any.**

Section (j) is not applicable as no person resides on the eligible property.

- (k) **A strategy for compliance with the Michigan Relocation Assistance Act, if applicable.**

Section (k) is not applicable as no person resides on the eligible property.

- (l) **A description of proposed use of the site remediation revolving fund.**

The site remediation fund shall be used on other facilities found within the municipality that generally have insufficient captured taxable value to produce the necessary tax increment revenue to pay for the necessary eligible activities required to remediate the site to the appropriate standards and prepare the site for construction.

- (m) **Other material that the authority or governing body considers pertinent.**

The history of the entire eligible property including the pump house and adjacent paper mill is summarized below:

First Settlement — 1787. Land near and including the former pump house parcel has been continuously inhabited by people of European descent since the late 18th century. The first structure on the River Raisin was a storage building built on or near the paper mill site in 1787. It was built by Francois and Robert Navarre to support hunting and trading in the area. The Navarre family established a home on the property in 1797. The settlement, known as Frenchtown, continued to grow as disaffected French inhabitants of British Detroit moved southward. The settlement was comprised of wooden structures behind a truncheon fence (i.e. sapling stockade). Postholes that are suspected to be part of the western extent of this fence were recently unearthed at Riviere aux Raisins Park, at the northwest corner of East Elm Avenue and Dixie Highway.

Historic Battle of River Raisin. By 1812, as the United States moved toward war with Britain, Frenchtown became a strategic outpost on the demarcation line between the British and American armies. The first and second battles at the River Raisin, and subsequent massacre of over 60 American prisoners, occurred on January 18, January 22 and January 23, 1813, respectively. Over 400 American soldiers were killed. The news of these events shocked the entire nation and catalyzed renewed American prosecution of the war. "Remember the Raisin" became a battle cry of the American troops.

Frenchtown, abandoned during the War of 1812, began to be resettled in 1816, but this resettlement occurred farther west along the river. The new settlement grew into the City of Monroe, which was named county seat of Monroe County, Michigan Territory, in 1817. The area which today is occupied by the former paper mill became agricultural after the War of 1812.

Between 1850 and 1915 the land near the River Raisin, east and west of present day Dixie Highway, was the site of the Michigan Nursery Company operated by Israel Epley Ilgenfritz.

Industrial Use — 1918-1995. In the second decade of the 20th century, the paper industry was attracted to Monroe because of ready access to water (River Raisin) and shipping (Lake Erie). During this period, Mr. Ilgenfritz conveyed part of his land holdings to the River Raisin Paper Company. The River Raisin Paper Company built its first mill (West Mill) on the northwest corner of Dixie Highway and East Elm Avenue in 1915. In 1918, it expanded by building another mill (East Mill) on the northeast corner of that intersection. Additional expansion of the eastern mill occurred as the company grew and acquired the Monroe Corrugated Box Company in 1920. The eight houses situated east of the pump house were built by the company in the 1920s and rented to employees.

Union Camp Corporation purchased the River Raisin Paper Company in 1960. The complex was operated by Union Camp until the mid-1980s, when

it sold the facilities and adjoining land to the Monroe Paper Company, a partnership of Jefferson Smurfit Corporation and an individual, Bob Mitchell. Jefferson Smurfit Corporation acquired full ownership of the facilities in 1991. The paper mill was operated until 1995. The vacant paper mill and other adjacent properties were sold to Homrich Incorporated in 1997. Homrich Incorporated prepared a Baseline Environmental Assessment (BEA) report and the BEA was affirmed by MDEQ.

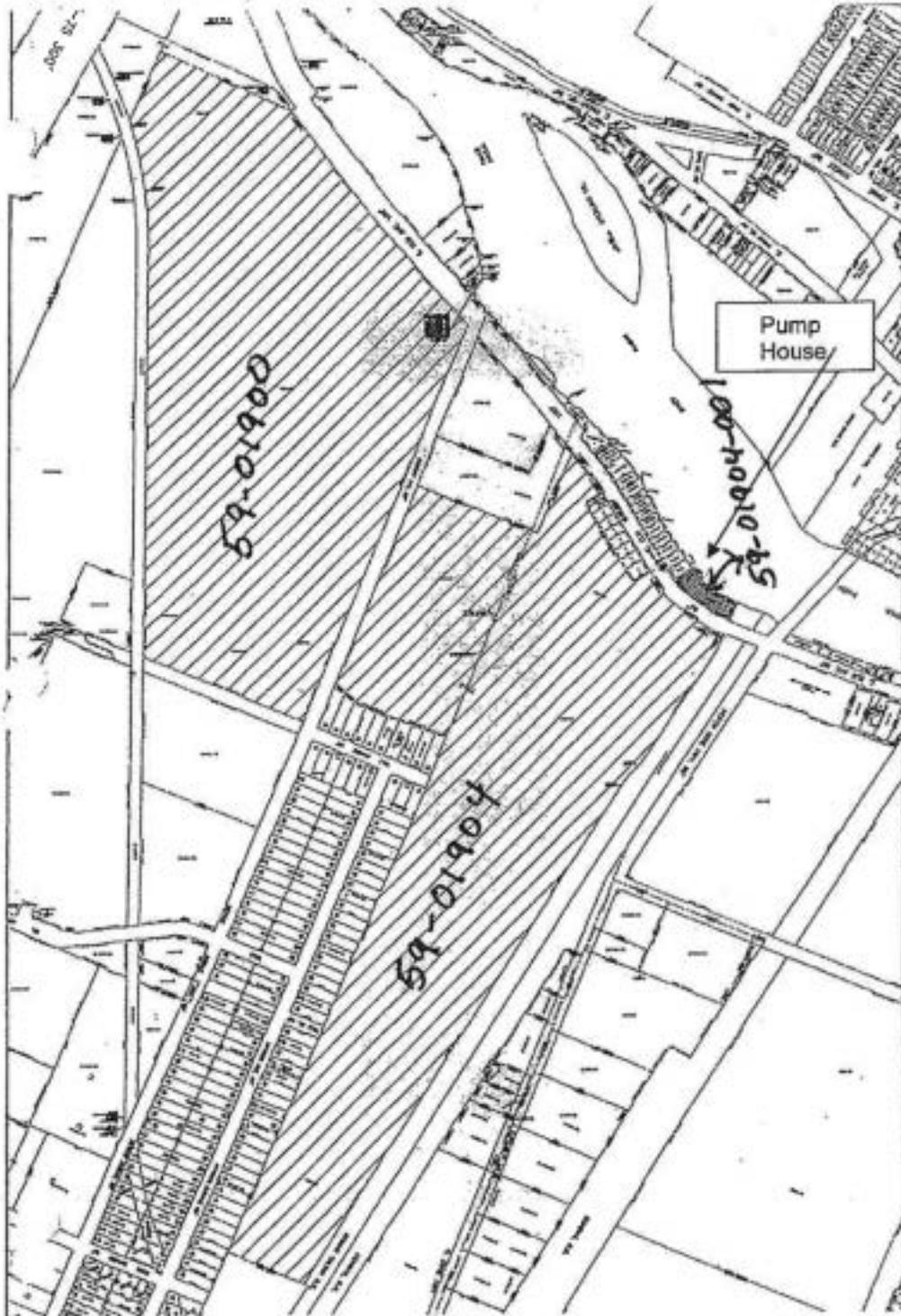
The paper mill and the pump house have remained unused since 1995.

The pump house and the land upon which it is located will be used to enhance the development of the battlefield site in accordance with plans coordinated with the Michigan Department of History, Arts, and Libraries and the U.S. Park Service.

The development of this historical site is expected to promote cultural tourism enhancing both the cultural education of the visitors and the local and state economy. For more information regarding the impact of expected cultural tourism, see the report contained in the application submitted by the City of Monroe to MDEQ for the Clean Michigan Initiative Grant.

**TABLE 2
MDEQ Eligible Activities Costs**

Eligible Activity	Basis for Estimate	Estimated Cost
Baseline Environmental Assessment		
Limited Subsurface Investigation	Task completed	0
Prepare BEA	Category "N" including petition fee	2,750
Preparation of Act 381 Work Plan	Eligible Activity	12,500
Due Care Activities		
Preparation Health and Safety Plan	For response and renovation/demolition activities	2,500
Preparation of Section 20107a CA	For response and renovation/demolition activities	2,500
Empty the East and West Pump Pits and dispose of the water and sediment/sludge	Based on an estimated 48,000 gallons of water and 15,000 gallons of sediment/sludge for solidification and disposal. Includes waste characterization of three samples.	42,168
Disconnect the flow of water between the building and the river	Necessary to block intake and discharge structures to isolate the building from the River Raisin to prevent potential future releases of mercury.	45,017
Additional Response Activities		
Identify and Seal Floor Drains	Necessary to prevent future release.	4,000
Pump the water and sediment from the Fire Suppression Room and dispose	Based on an estimated 3,000 gallons of water and 300 gallons of sediment/sludge for solidification and disposal.	9,000
Remove mercury switch from fire suppression room	Necessary to prevent future release.	1,500
Empty liquid hazardous substances from small tanks in pump room	Necessary to prevent future release.	9,000
Remove and dispose of fluorescent lighting and PCB ballasts	Necessary to prevent future release.	1,900
Total Estimated Cost		\$132,835
Total Estimated Cost (with 15% contingency)		\$148,120



July 2002

City of Monroe BRA Site #11 Eligible Property

City of Monroe BRA Site #11 Eligible Property



Grantor	Grantee	Sale Price	Sale Date	Instrument	Terms of Sale	Liber & Page	Verified by	Prcnt Trans
JEFFERSON-SMOKFIT CORP	HOMRICH INC	500,000	09/25/97	WD	WARRANTY DEED	1618-0899	SELLER	100.0

Property Address 1220 E ELM AVE	Class: 301 I	Zoning: PUD	Building Permit(s)	Date	Number	Amount
Owner's Name/Address HOMRICH INC 200 MATLIN RD CARLETON MI 48117	School: 01 MONROE PUBLIC SCHOOLS.	Hmstd 0%	Map #:	2003 Est TCV 15,031 TCV/TFA: -34521866		

Taxpayer's Name/Address HOMRICH INC 200 MATLIN RD CARLETON MI 48117	<input checked="" type="checkbox"/> Improved <input type="checkbox"/> Vacant Public Improvements Dirt Road, Gravel Road, Paved Road, Storm Sewer, Sidewalk, Water, Sewer, Electric, Gas, Curb, Street Lights, Standard Utilities, Underground Utils.	Land Value Estimates for Land Table 00115.115 INDUSTRIAL *Factors for* Description Frontage Depth Frontage Depth Rate %Adj. Reason Value 'A' Frontage 266.10 92.00 1.000 0.000 0 100* INDUSTRIAL 0 - 129K SF 24481 SqFt 0.95 200 R20 FRONT 46,513 Flat Value: DEMOLITION COST \$2 PSF -31,482 * denotes lines that do not contribute to the total acreage calculation. 266 Actual Front Feet, 0.56 Total Acres Total Est. Land Value = 15,031
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Legal Description COMM AT N ROW LI OF ELM AVE & W'LY ROW LI OF DETROIT AVE; TH ALG THE N'LY ROW LI OF ELM AVE THE FOLLOWING 3 COURSES: N 39D 12M 53S W 93.71 FT; TH N 36D 21M 14S W 722.92 FT; TH N 29D 15M 15S W 113.11 FT; TH S 54D 48M 45S W 66.35 FT TO IRON PIPE ON S'LY ROW LI OF ELM AVE (66 FT WIDE); TH N 29D 15M 15S W 463.90 FT ALG S'LY ROW LI OF ELM AVE FOR A POB; TH S 60D 44M 21S W 78.63 FT; TH S 39D 52M 15S W 16.95 FT TO N'LY RIVER LINE OF THE RIVER RAISIN; TH ALG SD N'LY RIVER RAISIN THE FOLLOWING 2 COURSES: N 32D 43M 40S W 51.54 FT AND N 40D 46M 40S W 104.73 FT; TH S 42D 49M 20S W 6.62 FT ALG CL OF 20	<input checked="" type="checkbox"/> Level <input type="checkbox"/> Rolling <input type="checkbox"/> Low <input type="checkbox"/> High <input type="checkbox"/> Landscaped <input type="checkbox"/> Swamp <input type="checkbox"/> Wooded <input type="checkbox"/> Pond <input checked="" type="checkbox"/> Waterfront <input type="checkbox"/> Ravine <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Plain XNEEDS LAND DRAW	Topography of Site
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Comments/Influences SPLIT FROM 59-01904-000 FOR 1998 ROLL OLD OFFICE BUILDING IS ON THIS SITE WITH RIVER FRONTAGE	<input checked="" type="checkbox"/> Waterfront <input type="checkbox"/> Ravine <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Plain XNEEDS LAND DRAW	Year Land Value Building Value Assessed Value Board of Review Tribunal/ Other Taxable Value
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Who	When	What	2003	7,520		7,520			2,780
			2002	7,520		7,520			2,700
			2001	2,620		2,620			2,620
			2000	2,620		2,620			2,620

Grantor	Grantee	Sale Price	Sale Dr	Inst	Terms of Sale	Liber & Page	Verified by	Prct Trans																																		
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Property Address 1403 E ELM AVE		Class: 301 V	Zoning: 1-2	Building Permit(s)		Date	Number	Amount																																		
Owner's Name/Address HOMRICH INC 200 MATLIN RD CARLETON MI 48117		School: 01 MONROE PUBLIC SCHOOLS		Hmstd 0%		Map #: IND, M		2003 Est TCV 95,334																																		
Taxpayer's Name/Address HOMRICH INC 200 MATLIN RD CARLETON MI 48117		Improved	X	Vacant	Land Value Estimates for Land Table 00115.115 INDUSTRIAL																																					
Legal Description COMM AT INT N LI E ELM AVE WITH E LI DETROIT AVENUE; TH N 24D 54M 07S E 1696.60 FT TO CL MASON RUN; TH E ALG CL 870.00 FT TO W LI "FORD MOTOR COMPANY RR SPUR"; TH S 02D 54M 41S W 1491.75 FT; TH ALG CURVE TO LEFT, ARC LENGTH 576.20 FT, RADIUS 1934.86 FT TO E LI OF PC 571; TH S 24D 54M 01S W 343.18 FT; TH N 62D 25M 03S W 624.37 FT; TH N 35D 30M 53S W 628.80 FT; TH N 39D 12M 53S W 606.08 FT TO POB CONT 59.837 ACRES M/L AND SUBJECT TO HIGHWAYS & EASEMENTS OF RECORD		Public Improvements		Description Frontage Depth Frontage Depth Rate %Adj. Reason Value LAND FILL ASH PONDS 52.950 Acres 100 100 5,295 INDUSTRIAL 1.76M -3.05M S 300128 SqFt 0.30 100 90,039 59.84 Total Acres Total Est. Land Value = 95,334																																						
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The Equalizer. Copyright (c) 1999 - 2000. Licensed to: City of Monroe; Monroe County		Topography of Site X Level Rolling Low High Landscaped Swamp Wooded Pond Waterfront Ravine Wetland Flood Plain		<table border="1"> <thead> <tr> <th>Year</th> <th>Land Value</th> <th>Building Value</th> <th>Assessed Value</th> <th>Board of Review</th> <th>Tribunal/ Other</th> <th>Taxable Value</th> </tr> </thead> <tbody> <tr> <td>2003</td> <td>184,450</td> <td></td> <td>184,450</td> <td></td> <td></td> <td>126,1800</td> </tr> <tr> <td>2002</td> <td>184,450</td> <td></td> <td>184,450</td> <td></td> <td></td> <td>122,2700</td> </tr> <tr> <td>2001</td> <td>118,480</td> <td></td> <td>118,480</td> <td></td> <td></td> <td>118,4800</td> </tr> <tr> <td>2000</td> <td>118,480</td> <td></td> <td>118,480</td> <td></td> <td></td> <td>118,4800</td> </tr> </tbody> </table>					Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/ Other	Taxable Value	2003	184,450		184,450			126,1800	2002	184,450		184,450			122,2700	2001	118,480		118,480			118,4800	2000	118,480		118,480			118,4800
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CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REPORT BACK ON BIDS RECEIVED FOR WASTEWATER EFFLUENT SAMPLER REPLACEMENT AT THE WASTEWATER TREATMENT PLANT

DISCUSSION: The Wastewater Department received one bid for the Effluent Sampler Replacement at the Wastewater Treatment Plant (bid tabulation attached). The bidder is the Hach Company out of Loveland, CO in which they meet all bid specifications. The bid submitted is for \$7,683.00.

The Wastewater Treatment Plant is required to sample the plant effluent flow to verify compliance with its NPDES permit parameters. The existing sampler used at the Wastewater Plant is a timed-composite flow sampler. The timed composite sampler collects a sample after a set amount of time (i.e. 15 minutes) over a 24 hour period. During the last Compliance Evaluation Inspection from the MDEQ it was noted that a flow proportional sampler is required for the effluent sampler at the Wastewater Plant. A flow proportional sampler will collect samples based on the incoming plant flow so that when flows increase the sampler will collect more samples to accurately reflect the sewage effluent to verify the treatment process. This replacement project is a FY 2012-2013 Capital Improvement Program project in which adequate funding has been budgeted. Wastewater staff will replace / connect the sampler once the equipment is delivered.

IT IS RECOMMENDED that a purchase order be awarded to the Hach Company out of Loveland, CO in the amount of \$7,683.00 to supply a Replacement Effluent Sampler for the Wastewater Treatment Plant in accordance with the bid specifications.

CITY MANAGER RECOMMENDATION:

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

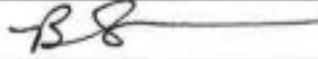
APPROVAL DEADLINE: June 27, 2013

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

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:



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

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Wastewater Department

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 7,683.00
Cost of This Project Approval	\$ 7,683.00
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	590-75.527-977.000 13Z09	\$ 7,683.00

Other Funds

Budget Approval:



FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** May 28, 2013

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: June 3, 2013

BIDS RECEIVED LIST FOR AN EFFLUENT SAMPLER FOR THE
WASTEWATER DEPARTMENT. BID REQUESTS DISTRIBUTED
MAY 14, 2013.

BIDS DUE TUESDAY, MAY 28, 2013.

<u>NAME</u>	<u>BID AMOUNT</u>
Hach Company Loveland, CO	\$7,683.00 (Bid Check)



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: UTILITY SERVICE AREA GEOGRAPHIC INFORMATION SYSTEM DEVELOPMENT –
PROFESSIONAL SERVICES AWARD

DISCUSSION: Since 2004, the Engineering Department has been maintaining the City's Geographic Information System (GIS) for the benefit of nearly every City department. This system integrates property data, utility data, aerial photos, flood hazard maps, and other layers into a common mapping tool that has resulted in a significant increase in efficiency for City staff. In late 2012, this system was revamped and is now Amazon cloud-hosted with a Silverlight viewer, and its non-utility layers are now available for public use through the City's web site. The next logical step in the development of our system, and one that is necessary for further staff efficiency is the expansion of the system to the remaining townships within our utility service area, which was funded through the 2012-13 Capital Improvements Program and is being paid for by the utility systems exclusively. This includes all of Monroe Charter Township, Raisinville Township, Exeter Township, and the Village of Maybee, and portions of Ida, LaSalle, and London Townships. Frenchtown Charter Township, which is served by the Wastewater System operated by the City, developed their own GIS within the past few years, and we already have access to their data. The development of the utility layers in the remaining units of government will include directly collecting global positioning system (GPS) data for all water and sanitary system features such as valves, hydrants, manholes, etc. and linking all water service information to the respective properties in such a fashion as to be compatible with the City's BS & A utility billing software and LaserFiche document retrieval software.

The City Engineering, Water, and Wastewater Departments prepared the attached Request for Proposals (RFP), which was forwarded by invitation only to eight (8) firms that have either assisted the City in some fashion in the past or have interacted with City and County GIS staff at various networking and partnering events, and all were believed to have sufficient qualifications to perform this relatively extensive project. Of these eight, six (6) firms provided proposals to the City, and were reviewed by a selection team consisting of the City's GIS-CAD Section Leader, the Director of Engineering and Public Services, the Director of Water and Wastewater Utilities, and the GIS Specialist from the Monroe County Planning Department. The submitted project costs for the vendors ranged from \$139,461 to \$210,564, though only 10% of the selection was based on cost, and all but one of the vendors submitted a total price that was within the project budget.

The team agreed upon two (2) finalists, OHM Advisors of Livonia (with principal subcontractor Ritter GIS of Plymouth) and the Remote Sensing and Geographic Information Systems (RS & GIS) group operating through Michigan State University. Both firms were interviewed by the selection team, and while it is believed that both firms would serve us very well, the recommendation of the selection team is to award the contract to OHM Advisors. OHM serves a variety of municipal clients, including GIS work, and Ritter serves as a contract GIS firm for the City of Romulus, City of Westland, City of Northville and Northville Township. Additionally, their proposed pricing places them essentially at the bottom end of submitting firms, though again this was not the primary consideration. Since the proposed fee of \$140,503 is well below the budgeted funding, there may also be opportunities to consider additional services that may add value as the project progresses, and if so, these will be brought forth for further consideration to the City Council. As reimbursable expenses are not included in the above amount, we are recommending the award amount be raised to \$145,000 to provide for this billing as appropriate.

IT IS RECOMMENDED that a professional services award be made to OHM Advisors for the above work in the amount of up to \$145,000 including reimbursable expenses, and that the Director of Engineering and Public Services be authorized to execute any necessary agreement documents on behalf of the City.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE:

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Engineering Department, Water Department, Wastewater Department, County Information Technologies Department

FINANCES

COST AND REVENUE PROJECTIONS:

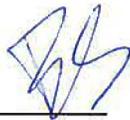
Cost of Total Project	\$145,000
Cost of This Project Approval	\$145,000
Related Annual Operating Cost	\$N/A
Increased Revenue Expected/Year	\$N/A

SOURCE OF FUNDS:

<u>City</u>	Account Number	Amount
Water System GIS	591-40.538-818.020 13W05	\$117,000
Sanitary System GIS	590-75.529-818.020 13Z12	\$28,000

Other Funds

Budget Approval: _____



FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Dir. of Engineering and Public Services **DATE:** 05/29/13

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: June 3, 2013

**CITY OF MONROE
REQUEST FOR PROPOSALS
UTILITY SERVICE AREA
GEOGRAPHIC INFORMATION SYSTEM DEVELOPMENT**

1. Purpose of Work / Project Background:

In addition to areas within the City limits, the City of Monroe is the owner / operator of water distribution system and operator of wastewater collection system serving multiple townships and other municipalities within Monroe County. These include the following (*indicates that only a small portion of the township lies within the service area):

Frenchtown Charter Township - Sanitary Sewer only)
Monroe Charter Township (Water Main and Sanitary Sewer)
Raisinville Township (Water Main, Sanitary Sewer*)
Exeter Township (Water Main only)
London Township (Water Main only*)
Ida Township (Water Main only*)
LaSalle Township (Water Main only*)
Village of Maybee (Water Main only)

Maps of the utility system service areas have been attached with this Request for Proposals (RFP).

The City presently maintains a Geographic Information System (GIS) for all areas within the City limits, and this platform is ESRI-based. Present primary layer data include property parcels, water main, water services, sanitary sewer, storm sewer, as well as numerous other layers unrelated to utility service. The GIS viewer is available online to the public, though utility layers are accessible only by city staff with username and password protection. Throughout the entire service area, the City utilizes the Utility Billing program through the BS & A software suite.

At this time, the City is soliciting proposals to expand the existing GIS to integrate all water main, water service, and sanitary sewer main data for the entire remaining service area outside of the City limits, except for Frenchtown Charter Township, which has independently established its own GIS system. These proposals are being solicited by invitation only to firms whose qualifications are believed to be sufficient to perform this work. The City shall, however, reserve the right to add invited vendors to this list through the date of the pre-proposal conference.

2. Scope of Work:

The selected vendor for this project will be expected to develop the appropriate utility layers for each township / village listed above, except Frenchtown Charter Township. Base aerial mapping, road centerline files, building footprint data, and parcel data (only where available), will be provided to the selected vendor by the Monroe County Planning Department. Vendor shall utilize existing City atlas maps, and record drawings / maps to determine approximate location of existing utilities, whose appurtenances (manholes, valves, hydrants, and the like) will be field located by City of Monroe utility staff. In addition, vendor will be responsible for scanning all existing hard copies of tap cards for approximately 6800 water service leads into the City's LaserFiche document retrieval system, and utilize said information for incorporation to the water service layer as appropriate. Vendor shall then target each of these appurtenances using Global Positioning System (GPS) coordinates within a horizontal accuracy of two (2) foot maximum, best available vertical accuracy, and shall use the results in combination with the City's drawing files and records to establish the new utility layers and data. Also, vendor shall

establish working hyperlinks through the GIS to allow for direct access to utility record drawings and tap cards through the City's LaserFiche document retrieval system. Vendor shall divide utility service area into eight (8) sectors for GPS work to facilitate checking by City staff prior to approval. GIS work on one sector shall be completed and given to the City for checking before GIS work commences on the next sector, though GPS data collection may be continuous throughout. The consultant will be required to develop a searchable method for linking water service leads and associated information with utility billing services addresses contained in the existing utility billing software, and the proposed method should be fully detailed in the proposal.

The scope of work will include all necessary and appropriate progress meetings as frequently as weekly with the City of Monroe staff, primarily Gerald Roberts, GIS-CAD Section Leader.

The approximate number and location of utility mains, structures and appurtenances required for GPS data collection and / or incorporation into the existing GIS are as follows:

- Water mains – 200 miles +/-
- Water service leads / curb stops – 6800 +/-
- Water elevated storage tanks – 2
- Water distribution pump stations - 1
- Water meter pits – 1870 +/-
- Water main line valves / other structures – 1500 +/-
- Hydrants – 1800 +/-
- Sanitary sewer mains – 68 miles +/-
- Sanitary manholes – 1450 +/-
- Sanitary pump stations - 10

3. Supporting Documentation

For the use in preparing proposals, vendors may request electronic copies at no cost of existing atlas maps of the proposed work area, sample parcel data and aerial photographs from Monroe County that will eventually be incorporated into the finished product, and samples of record drawings and water service tap cards. The selected consultant will be provided with ALL available utility drawings and tap cards, along with any other relevant information, following award. To secure the above information, contact the Gerald Roberts, City of Monroe Engineering Department, 120 East First Street, Monroe, MI 48161, (734) 384-9113, Monday through Friday, 8:00 A.M. to 3:00 P.M., or email gerald.roberts@monroemi.gov. Upon request of the City, prospective vendors may be provided with a temporary username and password that can be used to access the full functionality of the City's web site for use in preparing proposals.

4. Pre-Proposal Conference

In order to provide all vendors with an opportunity to view the complete functionality of the City's existing system, a pre-proposal conference will be scheduled for 1:30 P.M. to 3:00 P.M. on Wednesday, April 24 in the City Council Chambers. The GIS-CAD Section Leader and other relevant staff will be in attendance to provide visual information on water main and sanitary sewer datasets. This conference shall be mandatory, unless other arrangements are made with the City prior to the deadline for proposal questions.

5. Schedule:

It is anticipated that the Engineering Department will recommend an award to the Monroe City Council at the May 20, 2013 regular City Council meeting. Consultant should be prepared to commence work activities as soon as possible following award, and complete all work activities within one (1) year of award. Additional favorable consideration may be given to firms indicating

a significantly shorter time frame in their proposals, though this will not be the sole determining factor in the award of any proposal.

6. Proposal Submission:

The successful vendor must have extensive experience in similar projects including, but not limited to, GIS development with specific focus on ESRI-based systems, previous utility layer development experience, field survey experience, and utility system familiarity (not necessarily only the City's system). Additional consideration will be given to those vendors that are members of the ESRI Partner Network.

The proposal shall consist of as few pages as possible, and shall include, at a minimum, a listing of available project personnel with resumes and listing of qualifications, certifications, and general experience, detailed description of assigned staff organization and availability, statement of experience on similar projects, listing of quality control / quality assurance procedures, and any other relevant information. In no case shall proposals exceed 25 pages, excluding resumes.

A complete listing of all fees for service shall be provided, including hourly employee rates (including overtime if applicable), mileage charges, and a description of any additional fees and reimbursable expenses. As the City plans to use the professional services agreement form provided by the consultant in lieu of a standard form of its own, consultant shall provide this with the submittal as well. Liability insurance must be provided by the consultant in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, and evidence of this should be submitted in the proposal.

Questions on this Request for Proposals (RFP) must be submitted in writing via fax or email by the close of business (4:30 P.M.) on Friday, April 26, 2013. No phone call responses to questions will be provided. All consultants desiring to submit proposals for review should notify the City of Monroe in writing or via email of their intention no later than this date, to ensure that all interested vendors will receive emailed answers to questions raised. Responses to all questions will be sent to all consultants that have notified the City of Monroe of their intention to submit by the close of business on Thursday, May 2, 2013, and the responses and / or any revisions to the RFP will be sent to all of these vendors. Interested vendors should submit five (5) copies of their proposal by 3:00 P.M. on Monday, May 6, 2013.

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

7. Costs:

All prices shall be quoted in U.S. dollars only. Total project budget for consultant activities associated with this project is \$175,000. **Consultant should provide pricing for entire scope of work as a "Not to Exceed" price.** Additionally, this "Not to Exceed" fee should be further subdivided into three (3) separate categories for City funding and budgeting purposes as follows: 1) Sanitary sewer collection system not including any private service leads, 2) Water system not including any private services, and 3) Water services only, including the scanning of all existing tap cards and development of searchable link to utility billing system addresses. If any uncertainty exists, quote estimated costs or a range of costs. Unless respondents specifically note otherwise, any and all quoted prices will be considered firm through the completion of the contract term.

Vendors should understand that the City of Monroe may be unable to award a contract if pricing for all acceptable proposals exceeds the \$175,000 budget threshold. In recognition of this ceiling, vendors submitting a total price greater than this amount should indicate what services or geographic areas could be omitted to complete remaining work within the project budget. The City may, but not must, utilize this information in making a decision for the award of this work. Additionally, the City shall reserve the right to award or omit any components delineated within the selected proposal, and to negotiate with the selected vendor to modify the scope of work prior to or after award in its sole best interest.

8. Selection Process:

Selection of the consultant shall be based on a review of all submitted proposals and the assignment of a representative point value for each of the categories listed below. A final score sheet will not be released, though individualized feedback may be provided to non-selected vendors upon request. The scoring will be as follows (total of 100 points possible):

- Understanding of Service / Schedule 15 points
- Past Experience of Firm on Similar Projects 25 points
- Staff Organization / Availability 25 points
- Qualifications of Project Team 25 points
- Cost 10 points

The selection team will consist of, at a minimum, the City GIS-CAD Section Leader, Director of Engineering and Public Services, and Director of Water and Wastewater Utilities. The City also reserves the right to include additional City representatives or those from other relevant partner agencies in its sole best interest.

Proposal for Utility Service Area Geographic Information System Development

May 8, 2013



City of Monroe

120 East First Street
Monroe, MI 48161

OHM Advisors is a firm of architects, engineers and planners committed to Advancing Communities. Leaders rely on our proven public and private sector expertise, insightful counsel and forward thinking to create thriving places for people.

- › Integrity – We stand behind our work
- › Dedication – Do what it takes
- › People Caring Organization
- › Teamwork – Desire to be a valued member of your team

In association with:





OHM

Advancing Communities

ARCHITECTS ENGINEERS PLANNERS.

May 8, 2013

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

RE: Proposal for Professional Services for the City of Monroe's Utility Service Area GIS Development Project

Dear Mr. Lewis:

Thank you for the opportunity to submit this proposal for improving the City's Geographic Information System (GIS) to include the City's water distribution system and wastewater collection system outside of City limits. We are always pleased to learn that local communities are continuing to utilize their GIS databases. It has been our experience that these communities tend to be more proactive in the management of their infrastructure systems. We have reviewed the materials and requirements included in your RFP, and have decided to team with Ritter GIS, trusted experts in the field of GIS technologies. If selected the City will receive the following benefits:

- **Service** – We believe we can demonstrate how our past knowledge and close working relationships with other cities and their GIS experiences, will add significant value to the City of Monroe.
- **24 Years of GIS Experience** – Orchard, Hiltz & McCliment, Inc., (OHM Advisors) is a diversified, full service civil engineering consulting firm that has been offering professional GIS services since 1989, and engineering since 1962. OHM Advisors acts as a partner company in the ESRI partner network. Despite having our own GIS department, we have found success in teaming with Ritter GIS due to their ability to provide exemplary service at a more economical rate, for large projects such as this.
- **Knowledge of ways to leverage GIS** - This project includes the creation of a GIS meter layer, providing the City with the approximate location for every water meter in the service area. Once created, the meter layer can display, or be searched by any data stored in the BS&A.net utility billing system. The City can use this data for numerous future mapping and analysis capabilities.
- **Unique Features** - We are including the option to create the tap slip tie down information directly in GIS, providing field crews the ability to access tap slip information without having to review hand-written and sketched tap cards.

It would be a great pleasure to work with the City of Monroe in completing such a worthwhile project. Should you have any questions please feel free to contact me at 734-466-4581.

Sincerely,
OHM Advisors

Jonathan W. Kramer, PE

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



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Orchard, Hiltz & McCliment, Inc. (OHM Advisors)

Orchard, Hiltz & McCliment, Inc. (OHM Advisors) is a firm of architects, engineers and planners committed to *Advancing Communities*. Leaders rely on our team's proven public and private sector expertise, insightful counsel and forward thinking to create lasting, viable places and communities.

What We Do Best

Over 180 professionals dedicate their time and talents to us. Our team includes architects; civil, electrical, mechanical, and environmental engineers; planners; urban designers; surveyors; grant writers; LEED accredited professionals and information technology experts.

We use collaboration, attention and long-term involvement to serve as trusted advisors.

Experience

Our clientele have depended on OHM Advisors for sustainable architectural, planning and infrastructure designs for more than 15,000 projects. Here are a few highlights:

- 10,000+ civil engineering projects
- 500,000+ SF of LEED intended space
- +2 million SF of educational space
- 125+ miles of sewer installation and 80 miles of rehabilitation
- 140+ zoning projects and 65+ mixed-use planning projects
- 110+ miles of water main installation and 75 miles of replacement/rehabilitation
- 100+ major road projects, totaling more than 300 miles
- 2,500+ plan reviews and subsequent construction observation services

Our Clients

- Cities, Villages, Towns, Counties and Townships
- K-12, Colleges and Universities
- Road Agencies
- Utility and Parks Authorities
- Drain and Water Resource Commissioners
- State and Federal Agencies
- US Army Corps of Engineers
- Fortune 500 Companies

Firm Ownership

OHM Advisors is a privately held corporation, governed by a seven member Board of Directors.

Daniel Fredendall, PE, Vice President
 John Hiltz, PE, President
 James Houk, ASLA, AICP, Vice President
 Vyto Kaunelis, PE, Board Chairman
 Jonathan Kramer, PE, Vice President
 Charlotte (Charlie) Mahoney, President, 4-M Associates
 Butler Benton, Jr.

OHM Advisors has 26 employee shareholders.

Funding Expertise

We partner with our clients to navigate the nuances of project funding – we're knowledgeable, proactive and have a high success rate.

We routinely secure **10-15% of all funding** for our clients in our core markets.

We've Been Honored

- *American Council of Engineering Companies Firm of the Year Awards – including 2013 Firm of the Year*
- American Concrete Paving Association Awards
- American Council of Engineering Companies National Engineering Excellence Award
- American Public Works Association Project of the Year Awards
- American Society of Civil Engineers Quality of Life Awards
- Associated General Contractors of Ohio Build Ohio Award
- Central Ohio Associated Builders and Contractors Excellence in Construction Award
- Civil Engineering News National Top 50 Civil Engineering Firm Award
- Columbus Landmarks Association James B. Recchie Design Award
- Detroit Free Press Top Workplaces
- ENR Top 500 Design Firm in 2009, 2010, and 2011
- Michigan Business & Professionals Association, Elite Winner, 101 Best & Brightest Companies to Work For
- Ohio Concrete Masonry Merit Awards
- Ohio Planning Conference, Planning for All Award
- PSMJ Circle of Excellence
- Story Pole Magazine

Location of OHM Advisors Offices

We opened our doors in 1962 and have been growing ever since. We have offices in Michigan, Ohio and Tennessee. OHM Advisors is licensed to perform business in the states of Michigan, Ohio, Tennessee, Texas, South Carolina, Wisconsin and Alabama.

Over **50** years
 170 staff members
 Michigan | Ohio | Tennessee



Corporate Headquarters
 34000 Plymouth Road
 Livonia, MI 48150
 ph. 734.522.6711
 fax. 734.522.6427

Northern Michigan
 424 Hancock Street
 Hancock, MI 49930
 ph. 906.482.0535
 fax. 906.482.6453

Michigan Field
 1827 N. Squirrel Road
 Auburn Hills, MI 48326
 ph. 248.364.3201
 fax. 248.364.3001

Tennessee Office
 209 10th Avenue South
 Suite 116
 Nashville, TN 37203
 ph. 615.649.5264

Central Michigan, Mt. Pleasant
 2520 S. University Park Dr.
 Suite D-200
 Mt. Pleasant, MI 48804
 ph. 989.956.2020

Central Michigan, Saginaw
 929 Bridgeview South
 Saginaw, MI 48604
 ph. 989.393.4200

Central Ohio, Columbus
 35 East Gay Street
 Suite 500-G
 Columbus, OH 43215
 ph. 614.418.9928

Central Ohio, Gahanna
 101 Mill Street, Suite 200
 Gahanna, OH 43230
 ph. 614.418.0600
 fax. 614.418.0614

In-house Capacity and Services

We have ample capacity and expertise, having provided services to communities with populations ranging (and agencies servicing) from 500 to well over 100,000 people.

Our team performs the following services in-house, and has solid relationships with partners to provide any additional needed services.

Civil Engineering and Surveying

- Site Evaluations, Surveying & Geotechnical
- Sanitary Sewer & Water Systems
- Stormwater Management Design & NPDES permitting
- i3D Inflow Modeling
- Master Planning
- Roadway & Freeway Design
- Site & Parking Design
- Soil Erosion Control Design & Inspection
- Construction Engineering, Site Observation & Contract Administration
- Traffic Engineering
- Wetland Identification & Mitigation Planning
- Water Treatment & Wastewater Treatment Plant Design
- Topographic, Right-of-way, Boundary & Geodetic Control Surveys
- Construction Staking
- Bicycle Path & Sidewalk Design
- Recreational Facilities & Park Development
- Capital Improvement Planning & Programming
- Grant Applications & Administration

Planning and Landscape Architecture

- Planning & Visioning
- Urban Design
- Transportation Planning
- Parks and Recreation Master Planning
- Zoning & Entitlements
- Regulations
- Land Planning
- Trail/Bike Path, Trail Head Design
- Playground & Athletic Field Design
- Water Feature Design
- Site Planting Design
- Site Grading Plans
- Entry Feature / Gateway Design
- Grant Applications and Funding

Architecture

- Facility Surveys & Assessments
- Site & Facility Master Planning
- Space Planning
- Programming
- Design (including design for LEED) & Documentation
- Construction Administration

Structural Engineering

- Existing Structure Evaluations
- Dams/Retaining Walls
- Foundation Design
- Bridge Design, Scoping & Safety Inspection

Mechanical & Electrical Engineering

- Energy Evaluation & Assessments
- Existing Facility Evaluations
- HVAC System Design
- Plumbing System Design
- Energy Management Systems Design
- Temperature Control & Automation Systems Design
- Operational Cost Projects
- Value Engineering
- Fire Protection Systems
- Lighting Design
- Power Distribution Design
- Power System Analysis
- Controls
- Site Lighting
- Security Systems
- Fire Alarm Systems

Other Services

- Technology Assessments & Infrastructure Design
- GIS Database Development & Design Mapping
- Technology Services
- Graphics & Multimedia

Ritter GIS

Ritter GIS Inc. is a privately owned GIS consulting firm specializing in data development. We have extensive experience working with numerous southeast Michigan communities as we continue to work side-by-side with our partnerships on a coordinated effort to advance their GIS and CMMS programs. We have developed GIS programs from the ground up, and are proud to report that they are still maintained, and have become an integral part of each community's operations.



42209 Ann Arbor Road
 Plymouth, MI 48170
 Rittergis.com
 ph. 248.914.6035

Our company currently serves as the contract GIS departments with Northville Township, City of Northville, City of Romulus, and the City of Westland. The support for these organizations include full management capabilities for their GPS and GIS operations.

Ritter GIS and OHM Advisors have maintained a reliable partnership. The following table highlights some of the successful GIS projects that were completed through collaborative measures that relate directly to the scope of work outlined in this proposal:

City of Auburn Hills, Oakland County MI	Asbuilt geo-referencing & utility updates, GPS collection & integration, utility atlas map creation.
Scio Township, Washtenaw County	Asbuilt geo-referencing & utility updates, GPS integration, site plan viewer.
Huber Heights, Montgomery County Ohio	GPS program setup and GIS integration.
U.S. Steel, Detroit MI	Record drawing geo-referencing, utility database creation & design, utility feature creation, map book creation, GPS program and integration.
Plymouth Township, Wayne County MI	GPS program development and GIS integration, parcel development.

Ritter GIS core services are specifically related to ESRI GIS technology and related applications. Our staff includes two certified GIS Professionals (GISP), and over 1,000 ESRI training course credit hours as we continuously strive to increase our efficiency and cost-effectiveness for our clients.

Personnel

The following personnel will be assigned to work on the City of Monroe Utility Service Area Geographic Information System Development. All staff members have availability to complete this project.

City of Monroe

Principal in Charge

Jon Kramer, PE

Client Representative

David Conn, PE

Project Manager

Doug Ritter, GISP

Senior GIS Consultant

Paul Ritter

GIS Coordinator

Jason Kline

GIS Specialist

Ken Oetzel

GIS Technician II

John Lijek

Brian Markovich

Personnel Overview

Principal in Charge

Jon Kramer, PE

The Principal in Charge (PIC) will ensure client satisfaction, and handle all of the project billings. The PIC has the authority to command more resources and make sure that the team has what it needs to perform the scope, meet the schedule, and make sure the project stays on budget. The PIC will be available by phone or for one on one meetings, should the City request.

Client Representative

David Conn, PE

As the Client Representative, David will coordinate between the City and the project team to ensure the project is running smoothly and resolve any issues that arise. He will be a liaison between OHM Advisors and Ritter GIS to form a seamless team. David will be available via phone, e-mail and in meetings as necessary to develop the relationship with the City.

Senior Consultant

Doug Ritter, GISP - Paul Ritter

A Senior Consultant will attend all meetings, manage databases, assign tasks, and maintain quality control throughout the project. Specifically, Doug Ritter will operate as the project manager, and Paul Ritter will serve as Assistant Project Manager. Paul Ritter shall also be responsible for geo-referencing the majority of the record drawings to maintain location accuracy.

GIS Specialist

Ken Oetzel, GISP

The GIS Specialist will be utilized mainly for post-processing and importing of the GPS data. He will also be utilized for record drawing geo-referencing part of the project as needed.

GIS Coordinator

Jason Kline

The GIS Coordinator leads the GIS Technicians at the office and in the field. He will be the crew leader during all GPS data collection, and will also lead technicians within the Ritter GIS office for utility creation, and the optional tap slip creation. The GIS Coordinator shall also be assigned tasks for any on-site work needed, which includes scanning and indexing the water tap slips.

GIS Technician II

John Lijek - Brian Markovich

The GIS Technicians will do GPS field collection and enter any attributes necessary during point collection. These technicians also will be responsible for the creation of the utilities in GIS after the geo-referencing has been completed by senior staff. Finally, the technicians will also be responsible for the creation of the optional Tap Slip layer.

Jonathan Kramer, PE Principal in Charge

Education

Bachelor of Science in Civil and Environmental Engineering, University of Michigan, 1994

Professional Registration

Professional Engineer, MI, 1999, #45604

Experience

19 years with OHM Advisors

Professional Affiliations

- *MSPE Ann Arbor Branch, State Director, President, and various other positions, 2007-Present*
- *University of Michigan Club of Livingston County Scholarship Committee Chairman, 2006-Present*
- *Hamburg Township Planning Commission, 2005-2006*
- *Michigan Association of Planning*
- *American Consulting Engineers Council (ACEC)*
- *American Public Works Association (APWA - Michigan Chapter)*
- *South Oakland County Municipal Engineers, President, 03/2003-03/2005*
- *Hamburg Township Zoning Board of Appeals, Member, 2003-2005*
- *Whitmore Hills Homeowners Association, President, 2000-2001*

Background

Jonathan Kramer is a Vice President with OHM Advisors and sits on our team's Board of Directors. In this role, he is responsible for providing effective leadership to our team's operations staff by directly supervising department managers and key employees. His focus is on ensuring that all clients receive a high quality of service.

Jon is responsible for identifying, evaluating, and soliciting input on and developing appropriate responses to external/market trends in Engineering across our team's offices in Michigan, Ohio, and Tennessee. He strives to develop and implement our team's strategic plan in alignment with OHM Advisors' corporate vision and strategic priorities. He is responsible for ensuring cross-organizational integration with other disciplines within the firm to capitalize on multi-disciplinary opportunities. He leads the development of a common, integrated firm culture with consistent quality and performance standards while collaborating with sub-discipline leaders to establish performance goals for them and their teams, and ensure effective performance management across assigned disciplines. One of his responsibilities is ensuring technical, operational and behavioral competencies in staff while serving as a mentor for staff in core areas of expertise.

Jon and his staff are responsible for the preparation of reports, studies, GIS databases, design plans and specifications, as well as the performance of total project coordination and administration. He monitors schedule and budget, plan and specification preparation and completion.

Jon has expertise that includes storm sewer, detention basin, water main, sanitary sewer, paving, streetscape design, GIS Management, S.A.D., and extensive contract administration experience on projects ranging up to \$10,000,000.

Relevant Experience

Newburgh-Warren Intersection, City of Westland, MI

Cityworks Implementation, City of Westland, MI

Ann Arbor Trail, Hines Drive to Merriman Road, City of Westland, MI

Grand River Streetscape and Water Main Reconstruction, Farmington to School Street, City of Farmington, MI

Slocum Street Paving and Water Main, City of Farmington, MI

Powers Road Water Main Improvements, City of Farmington, MI

Sanitary Sewer Flow Metering and I/I Analysis, City of Westland, MI

**Jonathan Kramer, PE (continued)
Principal in Charge**

14 Mile Road, Farmington to Orchard Lake, City of Farmington Hills, MI

Westland RPO Grant Project (Rear Yard Catch Basin Disconnect Program), City of Westland, MI

Westland Pavement Rehabilitation Program, City of Westland, MI

Documentation of Existing System Conditions and Pilot Footing Drain Program, (RPO VI-A Grant Project), City of Westland, MI

Rush Lake Sewer Improvements, Hamburg Township, MI

Footing Drain Disconnections (RPO VI-A Grant Project), City of Farmington, MI

Henry Ruff Rd Reconstruction, Cities of Inkster & Westland, MI

Farmington Hills 3R Projects; 11 Mile Road, Inkster Road, and Drake Road in the City of Farmington Hills, MI

Newburgh Road Widening from Glenwood to Palmer, City of Westland, MI

Palmer Road Widening and Reconstruction, City of Westland, MI

Farmington Road Streetscape and Calming, Grand River to Shiawassee, City of Farmington, MI

Eleven Mile Road Reconstruction, City of Farmington Hills, MI

Farmington Interceptor Rehabilitation, City of Farmington, MI

Manhole Rehabilitation Project, City of Westland, MI

Farmington Road Widening - Water Main Replacement, City of Farmington, MI

Grit Chamber Abandonment Project, City of Farmington, MI

Nankin Boulevard, Central City Parkway to Warren Road, City of Westland, MI

Newburgh Road Widening, Ford Road to Warren Road, City of Westland, MI

Flemings Roseland Flooding Study and Detention Basin Design, City of Farmington Hills

Elm Grove Sedimentation Basin, CSO Area 10 Contract IV, City of Westland, MI

King's Cove Bridge Replacement, City of Rochester Hills

Ypsilanti Storm Water Management Study, Charter Township of Ypsilanti, MI



David G. Conn, PE Client Representative

Education

Bachelor of Science in Civil Engineering, Michigan Technological University, 2007

Professional Registration

Professional Engineer, MI, 2012, #6201059566

Experience

5 years, <1 year with OHM Advisors

Professional Affiliations

- MSPE, Member
- NSPE, Member

Professional Development

- PSMJ-Project Managers Boot camp, 2010
- MDOT ACEC Partnering Conferences
- Michigan Asset Management PASER Training
- AASHTO Bicycle Facility design training
- County Road Association of Michigan 2009 County Engineers Workshop

Certifications

- *Fundamentals in Engineering, 2007*
- *Certified Storm Water Operator, Michigan Department of Environmental Quality*
- *US Department of the Interior FISSA + Privacy & Records Management*

Background

David Conn is a project engineer in OHM Advisors' roads group responsible for the design of various Michigan Department of Transportation (MDOT) Local Agency Program (LAP) roadway and pathway projects. His design experience includes reconstruction, resurfacing and HMA overlays, storm sewer, roundabouts, and ADA ramp upgrades. He has extensive knowledge of the MDOT road design procedures, standards, and specifications. David has also represented public and private clients with water, sewer, and other development projects utilizing a variety of funding sources.

Relevant Experience

RIFDS Inventory Update, Nottawaseppi Huron Band of the Potawatomi – 2011*

Project Manager responsible for obtaining certifications and federal clearance's needed to lead a team in completing the Band's transportation inventory. The project included approximately 500 miles of roadway data to be collected, mapped, and compiled in roughly 2 months utilizing GPS and GIS technologies. The project substantially increased the total number of roads included in the inventory, reinvented the inventory management process for the Band, substantially increase the Bands federal Indian Reservation Roads (IRR) allocation amount, won the 2011 Surveying Eminent Award from the American Council of Engineering Companies (ACEC) of Michigan, and was featured on the cover of MSPS Michigan Surveyor Summer 2012 publication.

Geddes Road and Ridge Road Roundabout Project, Washtenaw County, MI – 2013

Project Engineer responsible for storm sewer design, quantities, and detailed grading. The project included reconstruction of the intersection from a four-way stop to a single-lane roundabout. The project also included the following: right-of-way constraints and property acquisitions, a public meeting, a public meeting, coordination with multiple public agencies and a charter school, significant utility coordination, pedestrian and bicycle improvements, streetscape enhancements, street lighting improvements, storm sewer design with treatment devices, permanent signing and pavement markings.

David G. Conn, PE (continued)
Client Representative**Northwestern Highway (M-10) Connector, West Bloomfield Township and City of Farmington Hills, MI – ongoing**

Project Engineer responsible for assisting with road design and project quantities for the reconstruction of over 4 miles of roadway as a part of a \$40 million project to extend M-10 (Northwestern Highway) service along Orchard Lake Road, Maple Road and Fourteen Mile Road to M-5. The original project included construction of eight multi-lanes roundabouts at major intersections. Project consists of numerous challenges including: major utility conflicts and relocations; right-of-way constraints resulting in several acquisitions; complex construction staging; minimizing proposed right-of-way costs while optimizing geometry for safety; enclosure of a county drain; traffic volume and capacity analysis; pedestrian safety issues and the need to meet current ADA; public education including several public meetings and public relation pamphlets and DVDs. The current phase focuses on the southern portion of the project, which includes a multi-lane roundabout at Orchard Lake Rd and 14 Mile Rd. This phase includes the re-alignment of M-10, the design of Pedestrian Hybrid Beacons (HAWK signals) at multi-lane roundabout approaches, and the incorporation of aesthetic gateway features.

13 Mile Road Rehabilitation Project, Orchard Lake Road to Middlebelt Road, City of Farmington Hills, 2012

Project Engineer responsible for all aspects of road design for 0.96 miles of HMA resurfacing, roadway widening, curb and gutter improvements, drainage improvements, sidewalk, culvert extension, and restoration.

Oak Park Boulevard Improvements Project, Coolidge Rd to East City Limits, City of Oak Park, 2013

Project Engineer responsible for all aspects of road design and log style plans for 1.39 miles of diamond grinding, concrete patching, structure adjustments, ADA ramp improvements, pavement marking upgrades, and restoration.

*Work completed while at another firm.

Doug Ritter GISP

Senior GIS Consultant



BACKGROUND

Doug Ritter has over 13 years of GIS experience and currently serves as the Executive Officer and Senior GIS Consultant with Ritter GIS. His experience includes extensive GIS data management and development, and it's applications for government organizations.

Throughout his tenure, Doug has worked with community leaders to develop and integrate GIS for practical and sustainable solutions. As the Director of IT/GIS for Northville Township, he developed an enterprise GIS that integrated into every department throughout the township.

His experience from working in multiple departments including IT, public works, planning, environmental, construction, and traffic provides him with a broad range of knowledge to apply and integrate GIS technologies.

Doug's education reinforces his technical background. He obtained his Bachelor of Information Technology, with a major in Database Management. Through ESRI training courses, currently totaling 188 credit hours, Doug is continuously learning new GIS technologies.

RELEVANT EXPERIENCE

Ritter GIS, Senior Consultant: 2007-Current

Northville Township, MI: Contract GIS, tap slip creation, tax plat map creation, land division updates, Cartegraph CMMS enhancements, board of review sales comparisons.

City of Northville, MI: Contract GIS, Utility GPS, ArcReader publication and training, geo-referencing utility updates, utility map book creation.

City of Romulus, MI: Contract GIS, 120 page tax plat map creation, land divisions, utility updates and site plan geo-referencing, ArcReader publishing and training, zoning map creation, sewer district and flow analysis.

City of Westland, MI: Contract GIS, tax map pilot, parcel development, economic development exhibits, and street mapping.

Conference of Western Wayne E-911 Update Project, CWW, MI

Managed multi-jurisdictional GIS centerline update project. Acquired local datasets and analyzed to multiple sources to identify and update the communities road centerline data for next generation E-911 mapping. Included over 12,000 updates in approx. 2,437 miles of road.

EDUCATION

*Bachelor of Information Technology,
Database Management Major
Davenport University, Grand Rapids, MI -
2010*

ORGANIZATIONS

*URISA – IMAGIN – MiGMIS - MiCAMP
- GISCI*

PROFESSIONAL DEVELOPMENT

ESRI Virtual Campus - credits: 188

Introduction to ArcGIS Server

Introduction to ArcGIS I

Basics of Geodatabase Data Model

Cartographic Design Using ArcGIS 9

*Creating & Editing Geodatabase Features
ArcGIS 9-9.1*

*Creating & Editing Geodatabase Topology
ArcGIS 9-9.1*

*Creating & Integrating Data for Natural
Resource Applications ArcGIS 9*

*Creating, Editin. & Managing Geodatabases for
ArcGIS Desktop ArcGIS 9-9.1*

Customizing ArcIMS

Customizing ArcPad

*Geoprocessing with ArcGIS Desktop ArcGIS 9-
9.1*

Georeferencing Rasters in ArcGIS

Introduction to ArcView Tracking Analyst

*Introduction to Urban & Regional Planning
Using ArcGIS 9*

*Learning ArcGIS Spatial Analyst ArcGIS 9-
9.1*

Learning ArcIMS

Working with ArcPad 7

Working with CAD Drawings in ArcGIS

Working with Forms in VBA

Doug Ritter GISP

Senior GIS Consultant



RELEVANT EXPERIENCE *(continued)*

Charter Township of Northville, IT/GIS Director: 2007-2012

Managed all technological and GIS initiatives throughout the township. Responsibilities included management and oversight of the Information Technology department including enterprise GIS management and development.

Successful Information Technology Projects: Migrating network infrastructure to hosted fiber-optics, website conversion and management, data and communication analysis and consolidation, windows domain migration and consolidation, OnBase document imaging solutions management, BS&A.net application upgrade/ conversion, data retention and backup program, server consolidation, SQL 2012 installation and conversion, Windows 7 upgrade, budget creation, policy writing, audit compliance reporting and management.

Successful GIS Projects: ArcGIS Server/SDE installation and management, database design, Cartegraph CMMS design and implementation, emergency response mapping, utility GPS management and integration (TopCon and Trimble platforms), meter layer creation and integration, record drawing geo-referencing and utility updates, zoning, land use mapping, precinct mapping, grant exhibits, court case exhibits, land divisions and parcel updates, historical mapping, presentations, special assessment districts, street map design, and SWPPI reporting and compliance.

City of Westland, GIS Coordinator: 2006-2007

Worked on-site as a contract employee for the City of Westland Department of Public Works. Responsible for development and management of entire GIS program including employee GIS training, City Works CMMS management, multi-tenant addressing, SSES, IDEP, Roadsoft PASER analysis, zoning, land value mapping, database creation and management, site plan geo-referencing and utility updates, and all GPS initiatives.

Kalamazoo Storm Water Conversion, Kalamazoo, MI

Field operations manager for GPS, inspection, and GIS development of over 17,000 structures and 235 miles of pipe. Re-located on-site for 3 separate phases of field collection.

Southfield Utility Conversion, City of Southfield, MI

Field Technician responsible for inspecting and obtaining GPS coordinates for over 15,000 structures.

Road Commission of Macomb County IDEP, Macomb County, MI

Chief Technician managing field crews to locate, GPS, and inspect over 3,500 outfalls. Dry weather flow samples were obtained and follow-up investigations to track illicit connections for E. coli, surfactants, and conductivity.

Mainland Drain Study Phases II & III, Oakland County Drain Commissioner, MI

Lake St. Clair Regional Monitoring Project, MI

Superior Utility Updates, Superior Township, MI

Sylvan Lake Utility Conversion, Sylvan Lake, MI

Dexter Storm water Utility Conversion, Village of Dexter, MI

Auburn Hills Utility Updates, City of Auburn Hills, MI

Westland RPO2a Grant, City of Westland, MI

Scio Township Water Utility Conversion, Scio Township, MI

Paul Ritter

Senior GIS Consultant



BACKGROUND

Paul Ritter is an owner and Senior GIS Consultant for Ritter GIS and has over 7 years of GIS experience. He has worked on a wide array of initiatives, and has managed many projects to successful completion. He is in charge of all office operations, including the employee training & development program.

Paul is the primary GIS consultant for the City of Romulus, MI. His responsibilities include all aspects for developing an enterprise GIS that is utilized throughout the entire organization.

Mr. Ritter has advanced knowledge of Arc GIS software with extensive experience creating/editing/maintaining data sets. Paul continuously upgrades his skills and GIS knowledge through education and training. He is currently working toward a Master Degree in GIS & Technology at Penn State University. He obtained his Bachelor of Business Administration from Eastern Michigan University, and earned two Associates Degrees from Schoolcraft College. Through ESRI training courses, currently totaling 219 credit hours, Paul is continuously learning new GIS technologies.

Paul's business background is utilized for Accounting, Human Resource, Marketing, and project management within Ritter GIS.

RELEVANT EXPERIENCE

GIS Consulting & Support for City of Romulus

For the last 2.5 years, Ritter GIS has directed all of the City of Romulus's GIS development while completing projects for departments including Public Works, Assessing, Planning, Clerks, Economic Development, Building, and Public Safety. Our staff has provided training and development for the city's employees to further integrate GIS throughout departments. Successful projects include water utility geo-referencing and utility creation, floodplain mapping and analysis, voter precinct turnout analysis and re-districting, sanitary sewer district analysis, cemetery plot management, GPS program management, and numerous other maps and data development initiatives.

GPS Projects, City of Romulus, City of Northville, City of Livonia

Managed all operations for GPS initiatives. Responsibilities included project meetings, field map creation, route planning, data imports, and post-processing of all GPS data.

EDUCATION

Coursework toward Master Degree in GIS&T, Penn State, University Park, PA - Present

Bachelor of Business Administration, Eastern Michigan University, Ypsilanti, MI - 2010

Associate Degree in Applied Science, Schoolcraft College, Livonia, MI - 2006

Associate Degree in Liberal Arts, Schoolcraft College, Livonia, MI - 2004

ORGANIZATIONS

URISA - IMAGIN - MiCAMP - MiGMIS

PROFESSIONAL DEVELOPMENT

ESRI Virtual Campus - credits:

Arc GIS Data Inoperability Basics

Basics of Geographic Coordinate Systems Arc GIS 10

Getting Started with GIS for Arc GIS 10

Getting Started with GIS for Arc GIS 10.1

Introduction to Arc Logistics 9.3

Python for Everyone Using Arc GIS 10.1

Turning Data Into Information Using Arc GIS 10

Teaching with GIS: Intro to Using GIS in the Classroom

Getting Started with GIS for Arc GIS 9.2-9.3

Introduction to Arc GIS 9 Geostatistical Analyst

Introduction to Arc GIS Survey Analyst

Working with Arc Pad

Basics of the Geodatabase Data Model

Creating & Editing Features with Arc GIS 9-9.1

Creating & Editing Geodatabase Topology with Arc GIS 9-9.1

Creating & Integrating Data for Natural Resource Applications 9-9.1

Customizing, Editing, & Managing Geodatabases for Arc GIS Desktop 9-9.1

Customizing Arc IMS

Customizing Arc Pad

Geoprocessing with Arc GIS Desktop for Arc GIS 9-9.1

Georeferencing Rasters in Arc GIS

Getting Started with Surface Analysis using Arc GIS Spatial Analyst



RELEVANT EXPERIENCE *(continued)*

As-built Geo-referencing & Utility Updates, City of Romulus, MI – 2012

Managed and trained city employees to complete geo-referencing and utility updates for the entire city's water and sanitary layers in GIS. Completed section-by-section QC, and updated diameter, material, and year install attributes for both systems.

Tax Map Projects, City of Romulus, Northville Township, City of Plymouth, City of Westland

Creation, editing, and updating of parcels utilizing Coordinate Geometry (COGO) technology for the successful creation of an accurate parcel layer, which included platted boundaries and acreage parcels. Process included the development for all land divisions updates. These parcels allowed for the creation of Tax Maps, but also established a solid base layer for the city's GIS. Comprehensive annotation manipulation for all aspects of Tax Map creation including Lot Dimensions, Parcel PINs, Street Names, etc. Yearly parcel updates are completed by Ritter GIS every year to ensure Tax Maps, and parcel boundary layer, remain current.

E-911 Next Generation Centerline Update Project, Conference of Western Wayne, MI – 2012

Managed team in reviewing and updating the street centerline data for 18 communities within the Conference of Western Wayne. Tasks included spatially aligning road segments, reviewing unmatched addresses, modifying address ranges, and analyzing naming conventions from multiple sources.

ArcReader Workshops, City of Romulus, City of Northville, MI – 2012/2013

Created and presented a workshop for client staff to learn the utilization of ESRI Arc Reader software along with basic GIS functionality. Responsible for developing an ESRI Arc Reader training workshop specific to the client's GIS program. Tasks include the creation of a customized training manual, hands-on training for end users utilizing pre-loaded laptops and existing GIS data, and creating and publishing the map template.

As-built Geo-referencing & Utility Updates – Partnering with OHM

City of Auburn Hills, MI - Scio Township, MI - U.S. Steel, MI.

Utility GPS & GIS Integration – Partnering with OHM

Plymouth Township, MI - Huber Heights, OH - City of Auburn Hills, MI - Scio Township, MI - U.S. Steel, MI.

PROFESSIONAL DEVELOPMENT

ESRI Virtual Campus

Learning Arc GIS 3D Analysis for Arc GIS 3D Analyst 9-9.1

Learning Arc GIS Desktop for Arc GIS 9-9.1

Learning Arc GIS Spatial Analysis for Arc GIS Spatial Analyst 9-9.1

Working with CAD Drawings in Arc GIS

Working with Forms in VBA

Introduction to Urban & Regional Planning Using Arc GIS 9

BACKGROUND

Jason Kline is a GIS Coordinator with Ritter GIS and serves as our team leader on many projects. He has a solid knowledge of ESRI software with extensive experience editing and updating data sets. Jason has supervised and trained field team members on utilizing GPS technology to acquire data for various initiatives.

Mr. Kline is working toward a degree in GIS from Schoolcraft College, completing coursework including: AutoCAD, Java, Visio, GIS, and Microsoft Office programs. He also continues to advance his GIS knowledge by completing ESRI training courses and workbooks.

RELEVANT EXPERIENCE

GPS Field Collection, Romulus, Northville City, Livonia, MI – Ongoing
GIS Coordinator responsible for leading field team members in collecting data for utilities, locating and identifying utility structures, defining attribute values in data dictionary, and completing inspections. Specific projects required more comprehensive field observations to inventory trees, signs, lights, utility poles, historical markers, and various other features.

Northville Township Tap Slip Integration - 2013

Created curb box locations from scanned tap slips. Updated all attribute information identified on tap card. Digitized GIS features to create layer for tie down directions and distances.

E-911 Next Generation Centerline Update Project, Conference of Western Wayne, MI – 2012

GIS Coordinator led technician team in reviewing and updating the street centerline data for 18 communities within the Conference of Western Wayne. Tasks included spatially aligning road segments, reviewing unmatched addresses, modifying address ranges, and analyzing naming conventions from multiple data sources.

Additional Projects

Northville Township Tax Map, City of Romulus Utility Updates, Plymouth Township Tax Map Pilot, City of Westland Tax Map Pilot.

EDUCATION

*Coursework toward Associates Degree,
Schoolcraft College, Livonia, MI*

PROFESSIONAL DEVELOPMENT

ESRI Virtual Campus - 117 credits:

ArcGIS Data Interoperability Basics
Authoring Web Maps Using ArcGIS Online
Basics of Geographic Coordinate Systems (ArcGIS 10)
Creating & Integrating Data for Natural Resource Applications
Creating & Sharing Locator Packages for ArcGIS 10.1
Editing in ArcGIS Desktop 10
Geocoding with ArcGIS Desktop
Getting Started with GIS (ArcGIS 10)
Getting Started with GIS (ArcGIS 10.1)
Haspu-MH Overview & Installation (9.3)
Introduction to Editing Parcels Using ArcGIS Desktop 10
Introduction to GIS Data ReViewer
Getting Started with GIS (ArcGIS 9.2-9.3)
Learning ArcGIS Desktop (ArcGIS 10)
Mobile GIS: Creating Web Maps for Lightweight Mobile Apps
Mobile GIS: Using the ArcGIS for iOS Application
Teaching with GIS: Introduction to Using GIS in Classroom
Understanding Map Projections & Coordinate Systems
Using ArcMap in ArcGIS Desktop 10
Introduction to ArcLogistics 9.3
Python for Everyone Using ArcGIS 10.1
Introduction to Map Production System-Atlas

BACKGROUND

John Lijek is a U.S. Army veteran, and now serves Ritter GIS as a GIS Technician II. During his military service, John was a Water Treatment Specialist, received HAZMAT training, and earned many medals of achievement and commendation. He has a solid knowledge of ArcGIS software with extensive field experience. John also has extensive field experience utilizing GPS technology to acquire data for various utilities for different communities.

Mr. Lijek earned his Bachelor degree from Eastern Michigan University with a Minor in Conservation Resource, and has also earned a Certificate in Wildlife, Forestry, & Conservation Management. John continues to expand his GIS knowledge base through GIS college coursework and by completing ESRI training courses.

RELEVANT EXPERIENCE

GPS Field Collection, Romulus, Northville City, Livonia, MI – Ongoing

Field GPS Technician responsible for collecting data for all utilities. Responsibilities included locating and identifying utility structures, defining attribute values in data dictionary, and completing inspections. Specific projects required more comprehensive field observations to inventory trees, signs, lights, utility poles, historical markers, and various other features.

City of Plymouth, Byrne JAG Grant - 2013

Interpreted and digitized layers and information from geo-referenced as-builts and CAD files into the GIS database. Data created included utilities, annotations, and various point/line/polygon feature classes.

E-911 Next Generation Centerline Update Project, Conference of Western Wayne, MI – 2012

Tasks included reviewing and updating the street centerline data for 18 communities within the Conference of Western Wayne. John was responsible for spatially aligning road segments, reviewing unmatched addresses, modifying address ranges, and analyzing naming conventions from multiple data sources.

Additional Projects

Northville Township Tax Map, City of Romulus Utility Updates, Plymouth Township Tax Map Pilot, City of Westland Tax Map Pilot.

EDUCATION

*Bachelor Degree History/ Conservation Resource,
Eastern Michigan University, Ypsilanti, MI
2010*

PROFESSIONAL DEVELOPMENT

ESRI Virtual Campus - 162 credits:

Cartographic Design Using ArcGIS 9

*Field GIS : Collecting & Editing Data Using
ArcPad 10*

*Creating & Integrating Data for Natural
Resource Applications*

Editing in ArcGIS Desktop 10

*Introduction to Editing Parcels Using ArcGIS
Desktop 10*

Learning ArcGIS Desktop for ArcGIS 10

Python for Everyone Using ArcGIS 10.1

Using Python in ArcGIS Desktop 10

Geocoding with ArcGIS Desktop

*Mobile GIS: Creating Web Maps for
Lightweight Mobile Apps*

Introduction to Map Production System-Atlas

*Mobile GIS: Using the ArcGIS for iOS
Application*

*Teaching with GIS: Introduction to Using GIS
in the Classroom*

Introduction to ArcLogistics 9.3

Using ArcMap in ArcGIS Desktop 10

Introduction to GIS Data ReViewer

Getting Started with GIS for ArcGIS 9.2-9.3

Getting Started with GIS for ArcGIS 10.1

*Hazus-MH Overview & Installation for
ArcGIS 9.3.1/Hazus-MH MRS*

Network Analysis Using ArcGIS 10

Getting Started with GIS for ArcGIS 10

*Basics of Geographic Coordinate Systems for
ArcGIS 10*

ArcGIS Data Interoperability Basics

GIS for Humanitarian Mine Action

*Creating & Sharing Locator Packages for
ArcGIS 10.1*

*Sharing GIS Content Using an ArcGIS Online
Subscription*

Brian Markovich

GIS Technician II



BACKGROUND

Brian Markovich is currently a GIS Technician II at Ritter GIS. He has a solid knowledge of GIS technology fundamentals focused on ESRI software. Brian has completed numerous projects related to digitizing data into GIS, as well as working in field teams utilizing GPS technology to acquire data for various initiatives. He also gained GIS experience in his previous employment with OHM.

Brian has completed coursework at Schoolcraft College toward obtaining an Associate Degree in Applied Science. He has also completed ESRI training courses to advance himself in the GIS field.

RELEVANT EXPERIENCE

GPS Field Collection, Romulus, Northville City, Livonia, MI – Ongoing

Field GPS Technician responsible for collecting data for all utilities. Responsibilities included locating and identifying utility structures, defining attribute values in data dictionary, and completing inspections. Specific projects required more comprehensive field observations to inventory trees, signs, lights, utility poles, historical markers, and various other features.

E-911 Next Generation Centerline Update Project, Conference of Western Wayne, MI – 2012

Tasks included reviewing and updating the street centerline data for 18 communities within the Conference of Western Wayne. Brian was responsible for spatially aligning road segments, reviewing unmatched addresses, modifying address ranges, and analyzing naming conventions from multiple data sources.

Kalamazoo Storm System Conversion/OHM - 2003

Brian worked as a GIS Technician on-site in Kalamazoo. His responsibilities included GPS, inspection, and mapping field collected data. The team saw the successful completion of the project, which included over 17,000 structures and approximately 235 miles of pipe.

Additional Projects

Northville Township Storm Water Awareness Maps, Northville Township Tax Map, City of Romulus Utility Updates, Plymouth Township Tax Map Pilot, City of Westland Tax Map Pilot.

EDUCATION

Coursework toward Associate Degree, Schoolcraft College, Livonia, MI

PROFESSIONAL DEVELOPMENT

ESRI Virtual Campus

Learning Arc GIS Desktop for Arc GIS 10

Mobile GIS: Using the Arc GIS for iOS Application

Getting Started with GIS for Arc GIS 9.2-9.3

Basics of Geographic Coordinate Systems for Arc GIS 10

Teaching with GIS: Introduction to Using GIS in the Classroom

Getting Started with Arc GIS 10

KENNETH J. OETZEL, GISP

GIS Specialist



BACKGROUND

Mr. Oetzel has over 12 years of experience working in the GIS/Environmental field with an emphasis in public utilities, field operations and Illicit Discharge Investigations. Mr. Oetzel has completed a bachelor's degree in Urban & Regional Planning with a minor in GIS and will soon be completing his Masters degree in GIS at Eastern Michigan University. In addition, Mr. Oetzel is a professor for an Introductory GIS course at Schoolcraft College.

- ESRI Products (ArcGIS 9 - 10)
- Microsoft Access
- Data Management
- Trimble GPS (Terrasync & Arcpad)
- Significant Environmental, GIS & Urban Planning course work
- GIS Certified Professional
- GIS Analysis
- Client GIS Support
- Map Production
- ArcGIS Editing
- Geodatabase
- Azteca Cityworks 4.5
- Work Force Management

RELEVANT EXPERIENCE

GIS/GPS/Data Management

- Azteca Cityworks work order design for Public Works operations.
- Azteca Cityworks training and work flow development for field personnel.
- GIS data maintenance for municipal utility and forestry operations.
- GIS analysis and shapefile creation in support of DWSD Wastewater Master Plan.
- Create and update metadata for SDE layers.
- Management of field crew operations for purposes of data collection
- Work with Cityworks end users to create efficient work flows
- Creation of a routing map for efficient distribution of City Park & Recreation brochures
- GIS map production for use in presentations and publications related to DWSD Wastewater Master Plan.
- GPS acquisition and GIS tracking of IDEP investigations on projects for Macomb County Road Commission, City of St. Clair, St. Clair Shores, Rockwood, Warren, Grosse Pointe and St. Clair County Drain Office. Creation of personal geodatabases to manage collected features from investigations.
- GIS User Support for St. Clair County Drain Office and Macomb County Public Works.

EDUCATION

*B.S Urban & Regional Planning -
Minor in GIS
Eastern Michigan University*

*M.S. Geographic Information Systems
Eastern Michigan University
Expected Fall 2013*

PROFESSIONAL DEVELOPMENT

ESRI Virtual Campus - 216 credits:

Basics of Python (for ArcGIS 10)

Basics of Geodatabase Data Model

Cartographic Design Using ArcGIS 9

*Creating and Editing Geodatabase Features
with ArcGIS 9-9.1*

*Creating and Editing Geodatabase Features
with ArcGIS 9-9.1*

*Creating and Integrating Data for Natural
Resource Applications*

*Creating and Integrating Data for Natural
Applications 9-9.1*

*Creating, Editing, and Managing
Geodatabases for ArcGIS Desktop 9-9.1*

Customizing ArcIMS

Customizing ArcPad

Exploring the VBA Environment

Geoprocessing with ArcGIS Desktop 9-9.1

Georeferencing Rasters in ArcGIS

*Getting Started with Surface Analysis using
ArcGIS Spatial Analyst*

Introduction to ArcGIS Survey Analyst

Learning ArcGIS 3D Analyst 9-9.1

Learning ArcGIS Desktop 9-9.1

Learning ArcGIS Spatial Analyst

Linear Referencing with ArcGIS Desktop

Python Scripting for Geoprocessing Workflows

*The 15 Minute Map: Creating a Basic Map
in ArcMap*

*Understanding Map Projections and
Coordinate Systems*

Working with ArcPad

Working with CAD Drawings in ArcGIS

Working with Forms in VBA

KENNETH J. OETZEL, GISP

GIS Specialist



RELEVANT EXPERIENCE *(Continued)*

GIS/GPS/Data Management

- GPS inventory, structure assessment and GIS maintenance of Public Utility Inventories in the cities of Auburn Hills, Westland, Van Buren Twp and Southfield. Activities included utility attribution from as-built plans, Sub meter & Sub centimeter GPS acquisition, GIS attribution and line works using Spatial Analyst.
- Have successfully completed the following GIS coursework: Intro to GIS, Aerial Photo Interpretation, Applications of GIS, computer programming for GIS, Nature of Geographic Information, Geographic Information Systems, cartography, Python, spatial statistics and Analysis with GIS.
- Have successfully completed the following ESRI courses: Basics of Geodatabase Model, Creating and Editing Geodatabases, Creating and Editing Geodatabase Topology, Creating and Integrating Data for Natural Resource Applications, customizing ArcIMS, Customizing Arcpad, Geoprocessing with ArcGIS, Getting Started with Surface Analysis using Spatial Analyst
- Access database creation for purpose of evaluating Illicit Discharge efforts for Macomb County Road Commission, City of St. Clair, St. Clair Shores, Rockwood, and Grosse Pointe.
- GIS mapping and analysis for Macomb County Public Works PCB investigation.
- GPS topography survey to model terrain using ArcGIS Spatial Analyst to study potential emergency spill path.

Environmental

- Conducted investigations to identify potential illicit discharges in St. Clair Shores, Grosse Pointe, St. Clair County Drain Office, Warren, Rockwood, City of St. Clair, Bloomfield Twp., and all of Macomb County. Typical activities included: outfall inventories, surface water sampling, drain televising, enclosed drain walks and dye testing.
- Dye testing of school and county facilities for compliance with Phase II permits.

Have completed drain walks to identify outfalls and drain conditions in Westland, Parts of the Clinton River and for the Frank & Poet Drain stretching from Romulus to Gibraltar.

Participated in large scale wet weather sampling projects to assess water quality for watershed of Lake St. Clair and for the Detroit River.

OSHA Certified / Confined Space trained / First Aid Certified

Work History

GIS Coordinator Field Operations	The City of Ann Arbor Ann Arbor, MI	Dec. 2007 to Present
GIS Instructor (Part Time)	Schoolcraft College Livonia, MI	2006 to Present
Chief Technician / GIS Specialist	Environmental Consulting & Technology Inc., Clinton Twp., MI	Feb. 2003 to Nov. 2007
Lead GIS Technician	Ralph Tyler Co., Detroit, MI	March 2001 to Feb.2003
Lead GIS Technician	OHM Engineering, Livonia, MI	Sept. 1999 to March 2001
Environmental Technician	NOVA Environmental, Ann Arbor, MI	June to Sept. 1999

The following list of projects are some of the most recent initiatives that Ritter GIS has completed and/or is actively working on that relate directly to the services outlined in this proposal.

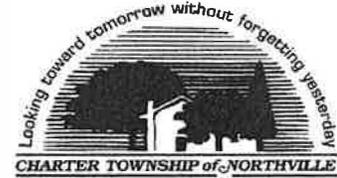
Charter Township of Northville, Wayne County MI

Reference Contact Information

Chip Snider
Township Manager
44405 Six Mile Rd.
Northville, MI 48168

P: 248-662-0493

E: csnider@twp.northville.mi.us



Project: Water Stop Box GIS Integration Pilot, 2013

Developed the procedure and design for integrating the township's stop box tap slips into their centralized GIS database. Tasks included extracting tap slip imaged from the township's OnBase document retrieval system, database design and creation for over 300 curb boxes including attribute information and GIS tie-down features.

Project: BS&A Meter Layer Creation, 2011

Initiative included creating a GIS meter layer utilizing an export from BS&A.net Utility Billing. Over 8,000 meters were geo-coded and placed to their approximate locations by joining to parcel and building footprint data. Every meter contains the address and account information associated with the utility billing system. This layer has been used for additional projects including water consumption analysis using actual metered units, expediting meter re-reads by accurately locating and identifying the meter MXU type and number, and integration with Sensus meter reading system to provide accurate meter locations for meter reading.

Project: Site Plan Geo-referencing and Utility Updates, 2011-ongoing

Geo-reference over 400 record drawing sheets containing utility information to the correct spatial location. Designed and created database for water, sanitary, and storm utilities creation. Modified existing GIS utility feature classes to correct spatial alignment and essential attribute information.

Project: Utility GPS and GIS Integration, 2012-ongoing

Designed field inspection forms deployed during routine maintenance activities for valve exercising, hydrant flushing, and sanitary jetting/cleaning. Integrated GPS points to existing GIS data and completed metadata for tracking and status.



City of Romulus, Wayne County MI

Reference Contact Information

Thomas Wilson
 Director of Public Works
 12600 Wayne Rd.
 Romulus, MI 48174

P: 734-955-8755

E: twilson@ci.romulus.mi.us



Project: Meter Layer Integration, 2013

Utilizing an export from the City of Romulus HTE utility billing software, the water meter layer was created by geo-coding approximately 9,000 meter records and associating them to existing GIS parcel and road centerline data. Currently, this layer is being utilized to expedite and manage the replacement of the entire city's MXU reading devices. Quantities of costs and resource allocation have been streamlined by identifying the locations for all of the non-compatible MXU devices that require change-out.

Project: Utility GPS & GIS Integration, 2013 - ongoing

Utilizing Trimble Geoxh GPS units, Ritter GIS has collected accurate field observations for over 4,000 structures located in the city. The collection process included locating and collecting every storm, sanitary, and water utilities along with a more comprehensive field study for the Downtown Development Authority area that included the identification for all physical structures including street lights, traffic signals, railroad crossing, signs, trees, and benches. Every structure was designed with related attributes to streamline the information collected in the field.

Project: Record Drawing Geo-referencing & Utility Updates, 2011

Geo-reference over 800 record drawing sheets containing utility information to the correct spatial location. Digitized all water, sanitary and storm features from the plans including corresponding attribute information.

Additional Related Projects:

City of Northville, Wayne County MI - Sanitary & Water Atlas Geo-referencing Utility Integration, 2012

City of Northville, Wayne County MI - Utility GPS and GIS Integration, 2013

City of Livonia, Wayne County MI - Section 17 Utility Atlas geo-referencing, Utility GPS, and GIS Integration, 2013

Additional client references and case studies are available upon request.

Scope of Work

The data development required in this project requires a vast amount of field and office working hours. To better manage and facilitate the development tasks, we have provided a proposal that is divided into three (3) phases of development.

- Phase I: Develop Utility Layers.
- Phase II: Global Positioning System (GPS) Field Collection.
- Phase III: Water Tap Card Digitization.

The following map illustrates the proposed sector boundaries for the entire project area. This is a preliminary schedule that may be modified based on the City of Monroe review and input prior to project initiation. It is understood that no work shall be completed on a new sector prior to approval from the City of Monroe for the work completed in the previous sector.



PHASE I: Develop Utility Layers

The initial phase of the project includes various tasks to create the initial GIS utility data. The following service boundary areas and utilities have been identified by the City of Monroe and are included in the scope of work:

- **Monroe Charter Township** - Water Main & Sanitary Sewer
- **Raisinville Township** - Water Main & Sanitary Sewer
- **Exeter Township** - Water Main
- **London Township** - Water Main
- **Ida Township** - Water Main
- **LaSalle Township** - Water Main
- **Village of Maybee** - Water Main
- **Frenchtown** - *Excluded from proposal*

Task 1: Geo-Reference Site Plans & Atlas Maps

(Task Duration: 75 Days)

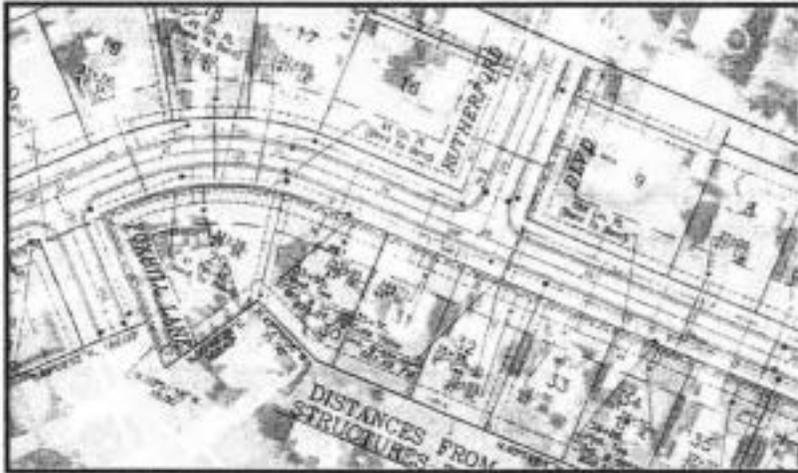


Exhibit 1.1 - Geo-referenced South Pointe Parkway example sheet provided by the City of Monroe.

Ritter GIS shall be responsible for geo-referencing the existing record drawings and atlas maps. The amount of scans to be completed in this proposal include: *(City of Monroe Estimations)*

- Record Drawings / As-builts - 3,000
- Existing Atlas Pages - 120 *approx.*

Ritter GIS shall geo-reference each drawing to spatially align the information. Each sheet shall contain a minimum of 3-4 control points to increase the accuracy and reliability of data to be digitized. The record drawings shall be spatially located and referenced to the existing GIS data layers. The primary reference points shall be the 2010 6" ortho-imagery, with secondary control from the corresponding GIS layers including parcel data, centerlines, and building footprints.

A site plan index GIS layer (polygon) shall be created to encompass the area that the individual sheet covers. This index shall contain a hyperlink attribute to the individual sheet and/or entire site plan as stored in the City of Monroe LaserFiche document imaging system.

Task 2: Digitize Water & Sanitary Utilities and Appurtenances

(Task Duration: 42 Days)

Upon completion of the geo-referencing site plans, Ritter GIS shall be responsible for the GIS utility creation for all of the water and sanitary features included in the record drawings and utility atlases.

Every feature added shall be updated with attribute information based on the availability of information provided in the site plans. Structures shall be snapped and connected to the appropriate main to ensure a complete network for each utility. Sanitary sewer main shall also be digitized based on flow direction.

The following table identifies the attributes to be included in the scope of work. These attributes were generated from a review of the existing City of Monroe GIS data from the online GIS viewer. Additional attributes can be included as determined from the kick-off meeting, and more thorough data analysis.

Description	Quantity (units)
Water Main (200 miles +/-)	2,000 <i>est.</i>
Water storage tanks	2
Water pump station	1
Water Valves / other structures	1,500
Hydrant	1,800
Hydrant Service Lead	1,800
Sanitary Main (68 miles +/-)	1,450 <i>est.</i>
Sanitary Manholes	1,450
Sanitary pump stations	10

Table 1.1: Estimated Quantity of Utilities.



Exhibit 1.2 - Digitized utilities from Geo-referenced South Pointe Parkway example sheet provided by the City of Monroe.

Utility	Attributes
WATERMAIN	MATERIAL, GIS_LENGTH, DIA_IN, OWNER, LABEL, AS_BUILT, YEAR_INSTALL
WATER VALVE	TYPE, RIM_ELEV, MAIN_DIA, AS_BUILT, YEAR_INSTALL
HYDRANTS	SIZE, YEAR_INSTALL, AS_BUILT
HYDRANT LEADS	MATERIAL, GIS_LENGTH, DIA_IN, OWNER, AS_BUILT, YEAR_INSTALL
PUMP STATION	OWNER, AS_BUILT, YEAR_INSTALL
STORAGE TANK	OWNER, AS_BUILT, YEAR_INSTALL
SANITARY MANHOLE	RIM_ELEV, PUMP_STA, YEAR_INSTALL, AS_BUILT
SANITARY MAIN	GIS_LENGTH, DIA_IN, REC_SLOPE, US_IE, DS_IE, YEAR_INSTALL, MATERIAL TYPE, OWNER, AS_BUILT, LABEL

Table 1.2: Utility attribute values to be populated.

PHASE 2: Global Positioning Systems (GPS) Field Collection

Task 1: Project Setup

(Task Duration: 5 Days)

The management for the GPS collection process is just as important, if not more important than the actual field collection. Ritter GIS staff has vast experience setting up the procedures, forms, and field maps for a complete and successful GPS project.

Field maps shall be generated by sector, highlighting the utility data that was generated in the GIS from the geo-referenced site plans and atlas maps phase. These maps shall provide the City of Monroe field staff the approximate utility locations to utilize for field locating and marking.

Data dictionaries and field collection forms shall be created utilizing Terra Sync software to provide field crew standardized and consistent attribute information menus and data to be collected while acquiring the GPS coordinates.

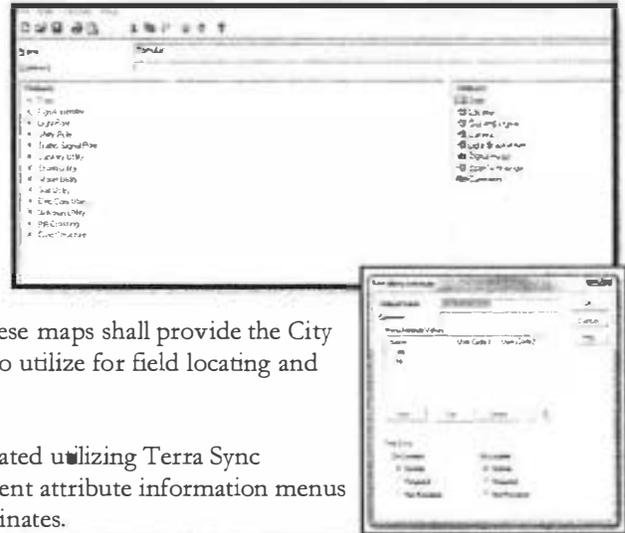


Exhibit 2.1 - Screen

Capture of Terra Sync Form Builder.

Task 2: Field Collection

(Task Duration: 28 Days)

Ritter GIS shall assign a field collection crew consisting of a GIS Coordinator and a GIS Technician to expedite the field collection process. The field collection process shall begin upon notification that the City of Monroe field staff has located all of the structures identified in the sector.

The field crew shall obtain GPS coordinates utilizing two (2) Trimble *Geoxb* hand held GPS units. The field crews shall canvass the same general area with a pre-determined path for optimal collection times. The Trimble *Geoxb* hardware is proven technology that will ensure the desired accuracy standards identified by the City of Monroe (Horizontal - 2 ft. max, Vertical - best available).

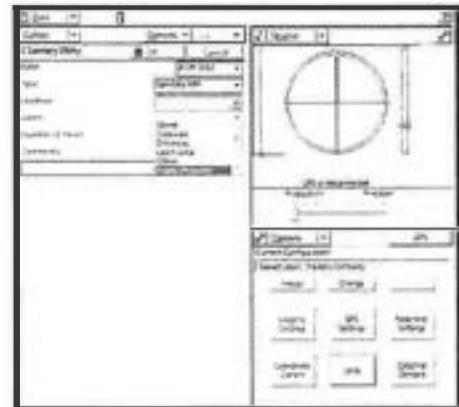


Exhibit 2.2 - Terra Sync Field Collection

Task 3: GPS Post-Processing

(Task Duration: 2.5 Days)

Ritter GIS shall utilize Pathfinder software to post-process all field observed locations. This process shall include the base stations that provide optimal results for location accuracy. This process is expected to be completed two (2) times for each sector, providing a current accuracy and status report for the management team.

The post-processing software utilizes base stations that will provide accurate differential corrections to ensure the GPS location accuracy. This software also produces reports and associated attributes that will verify the accuracy levels for each of the GPS locations. This will flag and exclude all GPS locations that are not within the maximum horizontal 2 ft. threshold. The GPS points that don't meet the requirements shall be mapped and re-collected during a second round of field observations.

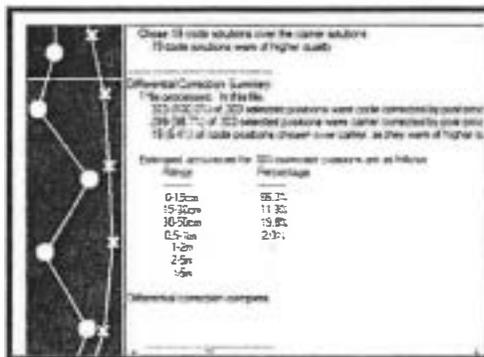


Exhibit 2.3 - Pathfinder Post-Processing Software

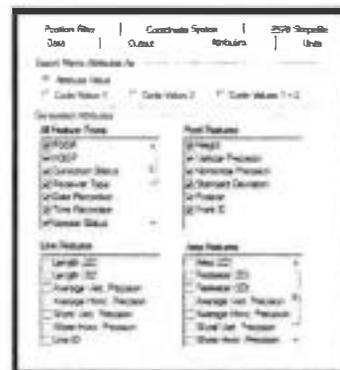


Exhibit 2.4 - Pathfinder Post-Processing Software Export

Task 4: GPS to GIS Import

(Task Duration: 7 Days)

Ritter GIS shall import all of the post-processed data for the curb boxes and meter pits to their feature classes. All of these features shall contain the attribute information collected in the field, along with their corresponding accuracy results from the post-processing.

The existing GIS utility locations shall be modified to the accurate GPS locations observed in the field study. All of these features shall contain the attribute information collected in the field, along with their corresponding accuracy results from the post-processing.



PHASE 3: TAP CARD INTEGRATION

Task 1: Water Tap Scanning and Indexing

(Task Duration: 26 Days)

Ritter GIS shall provide staff to scan and index the entire set of tap slip cards (Est. qty: 6,800). These scans shall be entered into the existing LaserFiche document imaging system at the City of Monroe offices during approved working business hours.

Every scan shall be indexed with the following attribute values identified on the tap card (subject to change as determined during project kick-off meeting):

Utility	Attributes
SERVICE LEAD	PATHWAY1_IN_, SV_T, MN_T_STOP, ST_T_MT, ST_T_HS, ST_T_WK, STOP_LOC, INSPCT, REMARKS, UNIQUEID, LONGID, METER_NO, DATE INST.

Task 2: Linking Service Leads to BS&A Utility Billing Service Addresses

(Task Duration: 6.5 Days)

The City of Monroe has requested the fully detailed method for identifying a searchable link from the BS&A Utility Billing software to the GIS Service Lead layer.

The proposed method to associate the information between BS&A and GIS is to create a water meter layer from a BS&A Utility Billing export. This process will ensure that there is consistent and accurate information for the service lead layer.

Associating the meter information to GIS provides a unique identifier that increases the flexibility and scalability of including multiple attributes for GIS and LaserFiche stop boxes. The utility billing software maintains numerous fields that can be associated and identified as searchable content. Our initial recommendation is to include service address, service street name, account number, meter number, and subdivision name (if available).

To create the meter layer, an export file and query shall be created to extract the meter data, along with the corresponding address and account information. This table shall be geo-coded to the GIS centerline layer to provide an approximate location in GIS. Once the meter layer is created, it shall be connected to the end of the service lead where it enters the structure. This network will provide the link to populate the data from the meter layer to the service lead, ensuring that all records contain identical information.

This process has been completed for other communities utilizing BS&A.net Utility Billing and HTE software applications. This will have an immediate impact for additional use as it can display information from the utility billing application spatially, which can provide the following additional benefits:

- Provide field staff meter information in the field including location notes, account number, previous read information, etc.
- Calculate and analyze consumption (GPD) by specific locations based on actual billed units.
- Locate MXU number and type associated with the meter.
- Populate latitude/longitude coordinates for integration with meter reading software and mapping.

This section of the proposal also includes the utilization of GISi as a sub-contractor to load and complete the Laserfiche integration to complete the following tasks:

- Initial data load and setup of Amazon Cloud database.
- Script for incremental data updates.
- Update existing map services.
- Configuring for Laserfiche.
- Vendor/ project coordination.

Task 3: (OPTIONAL) Stop Box Tie Down Creation

(Task Duration: 32 Days)

Ritter GIS completed a similar project for the Charter Township of Northville, Wayne County, MI. This initiative included the GIS creation of the tap slip tie-downs from reviewing the existing curb box tap slip cards.

Creating GIS data for the offset locations enables township staff the ability to visually identify the location descriptions for the curb box directly from GIS without having to open a link for the tap slip image file. It also provides an accurate method to identify the control points and produce an ideal map of the actual location. This data can also be mapped in GIS by street or general area without having to print associated images.

Another benefit by creating the tie-downs in GIS was the historical preservation of the original control point locations. In the event of a parcel land division, building addition, or new driveway, the original measurement control points are never altered or mis-interpreted as they have been identified in GIS.

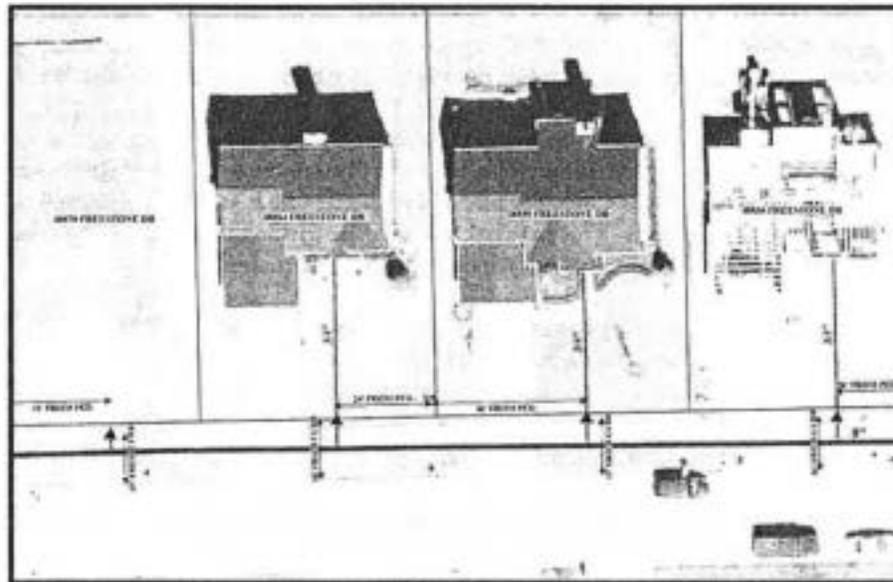


Exhibit 2.5 - Example of Northville Township GIS digitized tap slip including tie-down information.

Project Dependencies:

There will be a vast amount of interaction with the City of Monroe staff as the project moves forward. The following dependencies are required to be completed by the City of Monroe. These items were noted from the project pre-proposal conference, and the initial RFP document. The responsibility and items are subject to change based on the details from the project kick-off meeting.

- GIS Data:
 - Base Data: Road centerline, 2010 6" ortho-imagery, building footprints, and parcel data (only where available).
 - Utility Data: Shapefiles for water and sanitary utility features that are included in the scope of work.
 - Individual scanned pages (.tif) of record drawings (by approximate area and utility if available) for all areas to be updated.
 - Individual scanned pages of existing utility atlas maps.
 - Hard Copies for all tap slips.
 - LaserFiche file path for all record drawings provided.
 - City of Monroe field staff for locating and marking utilities.
 - City of Monroe workspace, scanner, LaserFiche, and workstation for tap slip scanning and indexing.
 - BS&A Utility Billing export file containing necessary information.
-



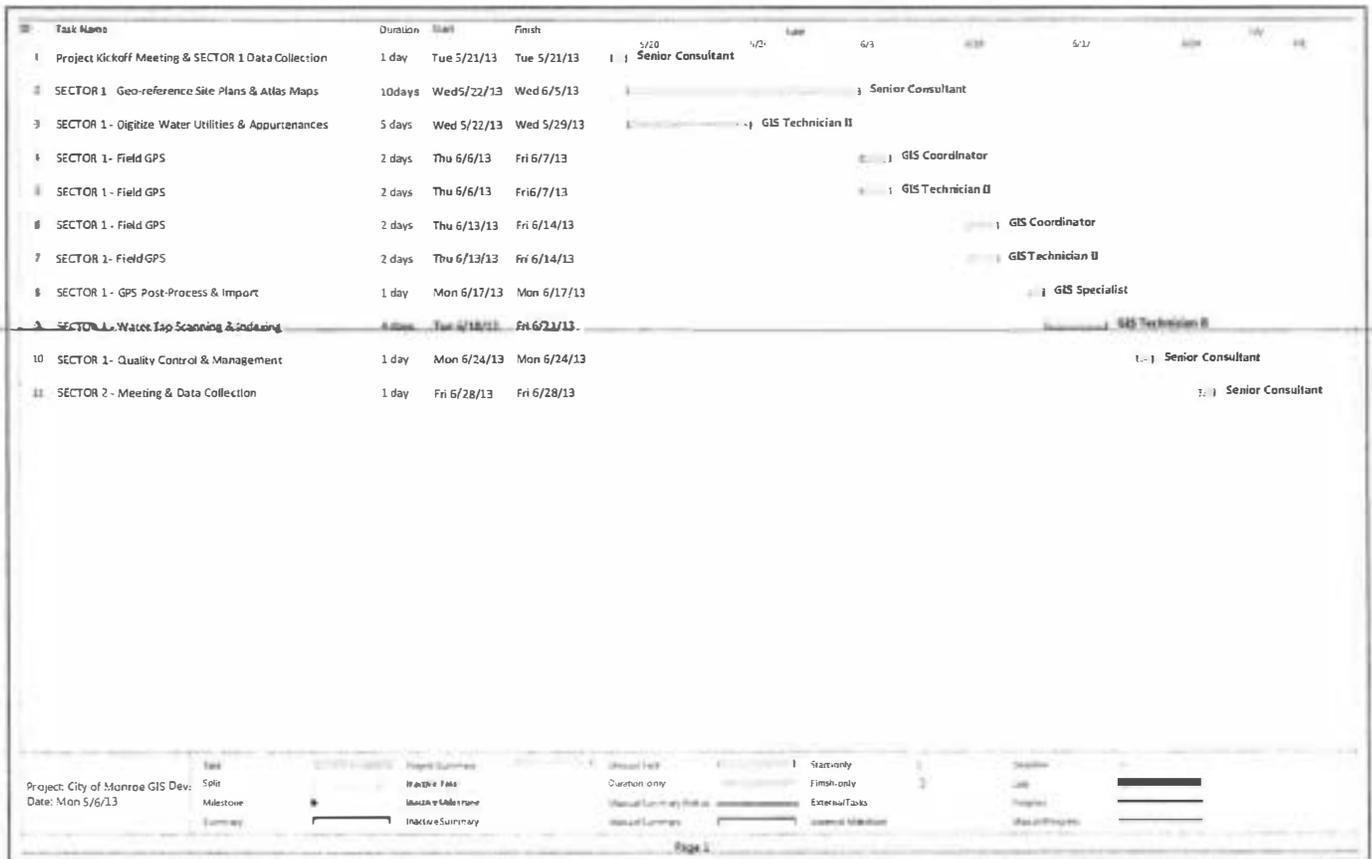
Schedule

The proposed scope of work shall be completed within 8 calendar months from contract approval.

Start Date: May 21, 2013

Completion Date: January 27, 2014

The Gantt chart below is an example of scheduled work and services for each sector. This schedule shall be repeated for all eight (8) sectors defined in the scope of work.



Fee Schedule

Total cost not-to-exceed: \$140,503

Details	Qty	Units per hour	Rate	Total Cost
PHASE 1 - DEVELOP UTILITY LAYERS				
Task 1: Geo-reference Site Plans & Atlas Maps	3,000	5	\$ 71.50	\$ 42,900
Task 2: Digitize Water Utilities and Appurtenances	7,103	30	\$ 71.50	\$ 16,929
- Water Main (200 miles +/-)	2,000			
- Water storage tanks	2			
- Water pump station	1			
- Water Valves / other structures	1,500			
- Hydrant	1,800			
- Hydrant Service Lead	1,800			
Task 3: Digitize Sanitary Utilities and Appurtenances	2,910	30	\$ 71.50	\$ 6,936
- Sanitary Main (68 miles +/-)	1,450			
- Sanitary Manholes	1,450			
- Sanitary pump stations	10			
PHASE 2 - GPS FIELD STUDY				
Task 1: Project Setup	40		\$ 71.50	\$ 2,860
Task 2: Obtain GPS coordinates for all appurtenances	13,433	30	\$ 71.50	\$ 32,015
Task 3: GPS Post-Processing	13,433		\$ 0.10	\$ 1,343
Task 4: GPS to GIS Import (<i>excludes curb boxes and meter pits</i>)	7,103		\$ 0.50	\$ 3,552
Mileage Costs (<i>Estimate based on 2,948 miles @ \$</i>)	5,360		\$ 0.565	\$ 3,028
PHASE 3 - WATER TAP SLIPS				
Task 1: Water Tap Scanning and indexing	6,800	25	\$ 55.00	\$ 14,960
Task 1: GIS Subcontractor Integration Services	1		\$ 4,000	\$ 4,000
Task 2: Meter Layer Creation	6,800		\$ 0.50	\$ 3,400
GENERAL				
Meetings	64		\$ 71.50	\$ 4,576
Quality Control - Topology & Geometric Network	40		\$ 71.50	\$ 2,860
Metadata	16		\$ 71.50	\$ 1,144
TOTAL PROJECT COST				\$ 140,503

Optional Stop Box Tie Down Creation - BUYUP	6,800	25	\$ 71.50	\$ 19,448
TOTAL PROJECT COST WITH BUYUP				\$ 159,951

Budgetary Fee Structure

The City of Monroe has required the Not-to-Exceed fee to be subdivided into three separate categories for city funding and budgeting purposes. The following table represents the proposed costs for each category by percentage of entire work as there are overlapping initiatives that are dependent on each other. (i.e. Geo-referencing site plans contain both sanitary and water utility information).

Description	Phase I Cost	Phase 2 Cost	Phase 3 Cost	Management Cost	Total Cost
Sanitary Sewer Collection System	\$ 19,403	\$ 4,652		\$ 2,860	\$ 26,915
Water Utility System - <i>not including private services</i>	\$ 47,361	\$ 10,524		\$ 2,860	\$ 60,745
Water Services <i>only</i>		\$ 27,623	\$ 22,360	\$ 2,860	\$ 52,843
TOTAL:	\$ 66,764	\$ 42,799	\$ 22,360	\$ 8,580	\$ 140,503

Mileage Estimation Chart *(Only actual mileage costs incurred shall be billed to the client)*

Description	Mileage	Cost	Units	Total Cost
Round Trip	68	0.565	70	\$ 2,689
GPS Mileage	600	0.565	1	\$ 339
TOTAL:				\$ 3,028



Equipment & Material

Ritter GIS shall be an independent contractor to OHM Advisors throughout the duration of the project. Ritter GIS shall be responsible for all office space, equipment, phones, computers, software, and any other materials necessary to complete the project. This includes all printed material for discussions and meetings.

Communication & Reports

Ritter GIS utilizes Microsoft Project Professional 2013 to track the project, and continually monitor the progression. Bi-weekly status update reports shall be sent to the City of Monroe GIS-CAD Section Leader detailing the progression of the project.

Requirements

The City of Monroe shall be an intricate part in completing various aspects of the project. The City shall provide a direct contact for questions and support, including any unforeseen items as they arise throughout the duration of the project. The schedule of services is dependent on the expedience and availability of the City of Monroe staff to provide information outlined in the project dependencies.

Deliverables

Ritter GIS shall deliver the updated GIS data and map files on a USB storage device. The files shall include all data referenced in the GIS map documents along with the mxd and pdf for each individual map. Both shapefiles and a personal geodatabase shall be included in the delivery.

Printing

Ritter GIS shall be responsible for the printing and publication of status maps for meeting coordination, field GPS maps, and all other exhibits required to complete the project.

Software

Ritter GIS shall be responsible for all software licenses required to complete the scope of work.

Hardware

No hardware is included in this proposal.

Ownership

All data and maps shall be property of the City of Monroe upon payment and delivery.

CONTINUING SERVICES AGREEMENT

Between
[Client Name]

And
Orchard, Hiltz & McCliment, Inc.

For
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of _____, between [] with its main office located at [] (CLIENT) and Orchard, Hiltz & McCliment, Inc., a Michigan corporation with its main office located at 34000 Plymouth Road, Livonia, MI 48150 (CONSULTANT).

From time to time CLIENT intends to engage CONSULTANT to provide professional services. This Agreement sets forth the general terms and conditions which shall govern the relationships and performance of CLIENT and CONSULTANT, if and only if one or more individual Project Supplements are agreed to under this Agreement. Each engagement will be documented by an individual Project Supplement.

CLIENT and CONSULTANT in consideration of their mutual covenants as set forth herein agree as follows:

ARTICLE 1 – SERVICES OF CONSULTANT

1.01 Scope

A. The services to be provided by CONSULTANT will include the Basic and Additional Services set forth in Exhibit A, "Schedule of Consultant Services," as authorized by CLIENT as provided herein. Services for each Specific Project will be detailed in a duly executed individual Project Supplement. Each Project Supplement will indicate the specific tasks and functions to be performed and deliverables to be provided.

B. The general format of a Project Supplement is shown in Attachment 1 to Exhibit A.

C. This Agreement is not a commitment by CLIENT to CONSULTANT to issue any Project Supplements.

D. CONSULTANT shall not be obligated to perform any prospective Project Supplement unless and until CLIENT and CONSULTANT agree as to the particulars of the Specific Project, CONSULTANT'S services, CONSULTANT'S compensation, and all other appropriate matters.

1.02 Project Supplement Procedure

A. CLIENT and CONSULTANT shall agree on the scope, time for performance, and basis of compensation for each Project Supplement.

B. CONSULTANT will commence performance as set forth in the Project Supplement.

ARTICLE 2 – CLIENT'S RESPONSIBILITIES

2.01 General

A. CLIENT shall have the responsibilities set forth herein, in Exhibit B, "Schedule of Client's Responsibilities," and in each Project Supplement.

ARTICLE 3 – ~~TERM; TIMES FOR RENDERING SERVICES; SUSPENSION~~

3.01 Term

A. This Agreement shall be effective and applicable to Project Supplements issued hereunder for [four] years from the effective date of the Agreement.

~~B. This Agreement may be extended or renewed, with or without changes, by written amendment establishing a new term.~~

3.02 Times for Rendering Services

A. The times for performing services or providing deliverables will be stated in each Project Supplement. If no times are so stated, CONSULTANT will perform services and provide deliverables within a reasonable time.

B. For purposes of this Agreement, the term "day" means a calendar day of 24 hours.

C. The time for a party's performance will be extended to the extent performance was delayed by causes beyond the control and without the fault of the party seeking the extension. That party shall promptly notify the other party in writing when it is being delayed.

3.03 Suspension

A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase under a Project Supplement, or if CONSULTANT'S services are delayed through no fault of CONSULTANT, CONSULTANT may, after giving seven days written notice to CLIENT, suspend services under the individual Project Supplement.

B. If CONSULTANT'S services under a Project Supplement are delayed or suspended in whole or in part by CLIENT, or if CONSULTANT'S services

under an individual Project Supplement are extended by a Contractor's actions or inactions for more than 90 days through no fault of CONSULTANT, CONSULTANT shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect incremental costs incurred by CONSULTANT in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under the individual Project Supplement has been revised.

ARTICLE 4 – PAYMENTS TO CONSULTANT

4.01 Payment for Services and Reimbursable Expenses of CONSULTANT

A. CLIENT shall pay CONSULTANT as set forth herein and in each individual Project Supplement.

4.02 Other Payment Provisions

A. *Preparation of Invoices.* Invoices for each individual Project Supplement will be prepared in accordance with CONSULTANT'S standard invoicing practices and will be submitted to CLIENT by CONSULTANT monthly, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C, "Payments to Consultant for Services and Reimbursable Expenses," and each individual Project Supplement.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payments due CONSULTANT for services and expenses within 30 days after receipt of CONSULTANT'S invoice, the amounts due CONSULTANT will be increased at the rate of 1.0 percent per month (or the maximum rate of interest permitted by law, if less) from said 30th day.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, CONSULTANT will be entitled to invoice CLIENT and will be paid in accordance with each individual Project Supplement for all services performed or furnished and all reimbursable expenses incurred through the effective date of termination.

2. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, CONSULTANT, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT'S subconsultants, and other related close-out costs, using

methods and rates for additional services as set forth in each individual Project Supplement.

E. *Records of CONSULTANT'S Costs.* Records of CONSULTANT'S costs pertinent to CONSULTANT'S compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify CONSULTANT'S charges and upon CLIENT'S timely request, copies of such records will be made available to CLIENT at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement (**an individual Project Supplement**) by any level of government that impose taxes, fees, or costs on CONSULTANT'S services or other costs in connection with this Project or compensation thereof, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees or costs be imposed, they shall be in addition to CONSULTANT'S estimated total compensation.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. CONSULTANT'S opinions of probable Construction Cost (if any) are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgment as an experienced and qualified professional generally familiar with the industry. However, since the CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over a Contractor's methods of determining prices, or over competitive bidding or market conditions, CONSULTANT cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by CONSULTANT. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator as provided in Exhibit B.

5.02 Opinions of Total Project Costs

A. CONSULTANT assumes no responsibility for the accuracy of opinions of total project costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards and Parameters of Performance

A. The standard of care for all professional consulting and related services performed or furnished by CONSULTANT in this Agreement will be the care and skill ordinarily used by members of CONSULTANT'S profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT'S services.

B. CONSULTANT shall be responsible for the technical accuracy of its services and documents resulting there from,

and CLIENT shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

C. CONSULTANT shall serve as CLIENT'S prime professional under each individual Project Supplement. CONSULTANT may employ such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services. CONSULTANT shall not be required to employ any subconsultant unacceptable to CONSULTANT.

D. CONSULTANT and CLIENT shall comply with applicable laws or regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of the effective date of each individual Project Supplement. Changes to these requirements after the effective date of each individual Project Supplement may be the basis for modifications to CLIENT'S responsibilities or to CONSULTANT'S scope of services, times of performance, or compensation.

E. CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. ~~CONSULTANT may use such~~ requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of the CONSULTANT.

G. Prior to the commencement of the Construction Phase on a Specific Project, CLIENT shall notify CONSULTANT of any variations or any other notice or certification that CONSULTANT will be requested to provide to CLIENT or third parties in connection with a Specific Project. CLIENT and CONSULTANT shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable CONSULTANT to provide notices or certifications requested.

H. If a Construction Cost limit for a Specific Project is established between CLIENT and CONSULTANT, such Construction Cost limit and a statement of CONSULTANT'S rights and responsibilities with respect thereto will be specifically as set forth in this Agreement and the individual Project Supplement.

I. CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain within its services for that specific project. CLIENT agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the

CONSULTANT in any way contingent upon CONSULTANT signing any such certification.

J. If CONSULTANT provides services during the construction phase of a specific project, CONSULTANT shall not supervise, direct, or have control over a Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by a Contractor, for safety precautions and programs incident to a Contractor's work in progress, nor for any failure of a Contractor to comply with laws and regulations applicable to a Contractor's furnishing and performing the work.

K. CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the contract documents.

L. CONSULTANT shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of a Contractor's agents or employees or any other persons (except CONSULTANT'S own employees) at a site or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the contract documents given by CLIENT without consultation and advice of CONSULTANT.

~~M. The General Conditions for any construction contract~~ documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. C700, 2002, unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of each individual Project Supplement, CONSULTANT and CLIENT shall designate specific individuals to act as CONSULTANT'S and CLIENT'S representatives with respect to the services to be performed or furnished by CONSULTANT and responsibilities of CLIENT under the individual Project Supplement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to a specific project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. It is understood and agreed that if CONSULTANT'S basic services under an individual Project Supplement do not include project observation, or a review of a Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT or others, then CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation or review and waives any claims against CONSULTANT that may be in any way connected thereto. In such a case, CONSULTANT'S basic services under the applicable individual Project Supplement will be considered completed upon completion of the Final Design Phase or Bidding Phase

as outlined in Exhibit A and the individual Project Supplement.

6.04 Use of Documents

A. Upon completion or termination of this Agreement, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specification, field notes, investigations, copies of computer files and drawings, studies and reports shall become the property of and be delivered to the CLIENT. Copies of CLIENT-furnished data that may be relied upon by CONSULTANT are limited to the printed copies (also known as hard copies) that are delivered to CONSULTANT pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to CONSULTANT are only for convenience of CONSULTANT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

B. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CONSULTANT to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30-day acceptance period will be corrected by the party delivering the electronic files. CONSULTANT shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

D. When transferring documents in electronic media format, CONSULTANT makes no representations as to compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by CONSULTANT at the beginning of a Specific Project.

E. CLIENT may make and retain copies of Documents for information and reference in connection with use on a Specific Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Specific Project for which they were prepared or on any other project. Any such reuse or modification without written verification or adaptation by CONSULTANT, as appropriate for the specific purpose intended, will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT'S subconsultants. CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT'S subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting there from.

F. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

G. Any verification of adaptation of the Documents for extensions of the Specific Project for which they were prepared or for any other project will entitle the CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

6.05 Insurance

A. CONSULTANT shall procure and maintain insurance as set forth in Exhibit D, "Insurance."

B. CLIENT shall require Contractors to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause CONSULTANT and CONSULTANT'S subconsultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for a Specific Project.

C. All policies of property insurance shall contain provisions to the effect that CONSULTANT'S and CONSULTANT'S subconsultants interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds there under.

D. At any time, CLIENT may request that CONSULTANT, at CLIENT'S sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit D. If so requested by CLIENT, with the concurrence of CONSULTANT, and if commercially available, CONSULTANT shall obtain and shall require CONSULTANT'S subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT, and Exhibit D will be amended to incorporate these requirements.

6.06 Termination

A. The obligation to provide further services under this Agreement or any individual Project Supplement may be terminated:

1. *For cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any individual Project Supplement here under through no fault of the terminating party.

b. By CONSULTANT:

1) upon seven days written notice if CONSULTANT believes that CONSULTANT is being requested by CLIENT to furnish or perform services contrary to CONSULTANT'S responsibilities as a licensed professional; or

2) upon seven days written if CONSULTANT'S services under an individual Project Supplement are delayed or suspended for more than 90 days for reasons beyond CONSULTANT'S control.

3) CONSULTANT shall have no liability to CLIENT on account of such termination.

c. Notwithstanding the foregoing, neither this Agreement nor any individual Project Supplement will terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after date of receipt of the notice.

2. *For convenience,*

a. By CLIENT effective upon the receipt of notice by CONSULTANT.

B. The terminating party under paragraphs 6.06.A.1 or ~~6.06.A.2 may set the effective date of termination of this~~ Agreement or any individual Project Supplement at a time up to 30 days later than otherwise provided to allow CONSULTANT to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the State of Michigan.

6.08 Nondiscrimination and Affirmative Action

The CONSULTANT agrees to take affirmative action to assure that applicants are employed and the employees are treated during employment in a manner, which provides equal employment opportunity and eliminates any inequality based upon race, national origin, gender, sexual orientation, religion, disability, height, weight, marital status, or veteran status.

6.09 Successors, Assigns, and Beneficiaries

A. CLIENT and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and CONSULTANT (and to the extent permitted by paragraph 6.09.B the assigns of CLIENT and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither CLIENT nor CONSULTANT may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or CONSULTANT to any Contractor, Contractor's subcontractor, supplier, other individual entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph, 6.09.C, shall appear in any Contract Documents prepared for any Specific Project under this Agreement.

6.10 Dispute Resolution

A. CLIENT and CONSULTANT agree that if a dispute ~~arises out of or relates to this contract, the parties will attempt~~ to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action, unless delay in initiating legal action would irrevocably prejudice one of the parties.

6.11 Hazardous Environmental Condition

A. CLIENT represents to CONSULTANT that to the best of its knowledge a Hazardous Environmental Condition does not exist on a Site for a Specific Project, unless set forth in the individual Project Supplement.

B. CLIENT shall disclose to the best of its knowledge to CONSULTANT the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the site of any specific project, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, CONSULTANT shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that CONSULTANT'S scope of services in any individual Project Supplement shall not include any services related to Hazardous Environmental Condition unless specifically agreed to in an individual Project Supplement. In the event CONSULTANT or any other party encounters a Hazardous Environmental Condition not specifically identified in the individual Project Supplement, CONSULTANT may, at its option and

without liability for consequential or any other damages, suspend performance of services on the portion of the specific project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site of a specific project is in full compliance with applicable laws and regulations.

E. CLIENT acknowledges that CONSULTANT is performing professional services for CLIENT and that CONSULTANT is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site of a specific project in connection with CONSULTANT'S activities under this Agreement.

F. If CONSULTANT'S services under any individual Project Supplement cannot be performed because of a Hazardous Environmental Condition not specifically identified in the individual Project Supplement, the existence of the condition shall justify CONSULTANT'S terminating that individual Project Supplement for cause on 30 days notice.

6.12 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners and employees from and against any and all costs, losses and damages (including, but not limited to all fees and charges of CONSULTANT'S, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT'S officers, directors, partners, employees, and CONSULTANT'S consultants in the performance and furnishing of CONSULTANT'S services under this Agreement.
2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, consultants officers, directors, partners, employees, and CONSULTANT'S consultants from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of CONSULTANT'S, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees and CLIENT'S other consultants with respect to this Agreement.
3. To the fullest extent permitted by law, CONSULTANT'S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss or damages caused in part by the negligence of CONSULTANT and in part by the negligence of CLIENT or any other

negligent entity or individual, shall not exceed the percentage share that CONSULTANT'S negligence bears to the total negligence of CLIENT, CONSULTANT, and all other negligent entities and individuals.

4. In addition to the indemnity provided under paragraph 6.12.A.2. of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and CONSULTANT'S subconsultants from and against all costs, losses and damages (including, but not limited to all fees and charges of CONSULTANT'S attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) cause by, arising out of or resulting from a hazardous environmental condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed work), including the loss of use resulting there from, and (ii) nothing in this paragraph 6.12.A.4. shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

B. Limitation of Consultant's Liability

1. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT and CONSULTANT'S officers, directors, partners, employees, agents, and consultants, and any of them to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to specific project from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of CONSULTANT or CONSULTANT'S officers, directors, partners, employees, agents or consultants, or any of them, shall not exceed the total compensation received by CONSULTANT for the individual Project Supplement or the sum of \$25,000, whichever is greater.

6.13 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.14 Applicability of Continuing Services Agreement to individual Project Supplement

A. The terms and conditions set forth in this Agreement apply to each individual Project Supplement as if set forth in the individual Project Supplement, unless specifically modified. In the event of conflicts between this Agreement and an individual Project Supplement, the conflicting provisions of the individual Project Supplement shall take precedence for the individual Project Supplement. The provisions of this

Agreement shall be modified only by a written amendment. Such amendments shall be applicable to all individual Project Supplements issued after the effective date of the amendment if not otherwise set forth in the amendment.

6.15 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.16 Severability

A. Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.17 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.18 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

6.19 Non-Exclusive and Non-Limiting Agreement

A. Nothing herein shall establish an exclusive relationship between CLIENT and CONSULTANT. CLIENT may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and CONSULTANT may enter into similar or different agreements with other Clients for the same or different services as contemplated hereunder.

B. The cumulative scope of CONSULTANT'S services and CONSULTANT'S compensation as agreed to in Individual Project Supplements hereunder shall not be limited by this Agreement.

ARTICLE 7 – DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto and any Individual Project Supplement) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the Bidding Documents.

2. *Additional Services*-- Services to be performed for or furnished to CLIENT by CONSULTANT in accordance with an Individual Project Supplement which are not included in Basic Services for that Individual Project Supplement.

3. *Agreement*--This "Master Agreement between CLIENT and CONSULTANT for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*--the form acceptable to CONSULTANT and CLIENT which is to be used by a contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*-- Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*--Specified services to be performed for or furnished to CLIENT by CONSULTANT in accordance with an Individual Project Supplement.

7. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*-- document recommended by CONSULTANT, which is signed by a Contractor and CLIENT to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times.

10. *Construction Agreement*--The written instrument, which is evidence of the agreement, contained in the Contract Documents, between CLIENT and a Contractor covering the Work.

11. *Construction Contract*--The entire and integrated written agreement between CLIENT and a Contractor concerning the Work.

12. *Construction Cost*-- The cost to CLIENT of those portions of an entire Specific Project designed or specified by CONSULTANT. Construction Cost does not include costs of services of CONSULTANT or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or CLIENT'S costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided

by others to CLIENT pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*-- Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and a Contractor, Addenda (which pertain to the Contract Documents), a contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and CONSULTANT'S written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price* --The moneys payable by CLIENT to a Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*—The numbers of days or the dates stated in a Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by CONSULTANT'S written recommendation of final payment.

16. *Contractor*--An individual or entity with whom CLIENT enters into a Construction Agreement for a Specific Project.

17. *Correction Period*--The time after Substantial Completion during which a Contractor must correct, at no cost to CLIENT, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract documents, or has been damaged prior to CONSULTANT'S recommendation of final payment.

19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by CONSULTANT to CLIENT pursuant to this Agreement.

20. *Drawings*--That part of the Contract Documents prepared or approved by CONSULTANT, which graphically shows the

scope, extent, and character of the Work to be performed by a Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*--The date indicated in a Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *Effective Date of the Individual Project Supplement*--The date indicated in the Individual Project Supplement on which it becomes effective, but if no such date is indicated, it means the date on which the Individual Project Supplement is signed and delivered by the last of the two parties to sign and deliver.

24. *CONSULTANT'S Consultants*--Individuals or entities having a contract with CONSULTANT to furnish services with respect to a Specific Project as CONSULTANT'S independent professional associates, Consultants, subcontractors, or vendors. The term CONSULTANT includes CONSULTANT'S Consultants.

25. *Field Order*--A written order issued by CONSULTANT, which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

26. *General Conditions*--That part of the Contract Documents, which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by a Contractor with respect to a Specific Project.

27. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with a Specific Project.

28. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

29. *Individual Project Supplement*--A document executed by CLIENT and CONSULTANT, including amendments if any, stating the scope of services, CONSULTANT'S compensation, times for performance of services and other relevant information for a Specific Project.

30. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

31. *PCB's*--Polychlorinated biphenyls.

32. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at 32 degrees Fahrenheit and 14.7

pounds per square inch absolute, such as fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

33. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2001 et seq.) as amended from time to time.

34. *Record Drawings*--The Drawings as issued for construction on which CONSULTANT, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which CONSULTANT considers significant based on record documents furnished by Contractor to CONSULTANT and which were annotated by Contractor to show changes made during construction.

35. *Reimbursable Expenses*--The expenses incurred directly by CONSULTANT in connection with the performing or furnishing of Basic and Additional Services for a Specific Project for which CLIENT shall pay CONSULTANT as indicated in Exhibit C or an Individual Project Supplement.

36. *Resident Project Representative*--The authorized representative, if any, of CONSULTANT assigned to assist CONSULTANT at the Site of a Specific Project during the Construction Phase. The Resident Project Representative will be CONSULTANT'S agent or employee and under CONSULTANT'S supervision. As used herein, the term ~~Resident Project Representative includes any assistant of~~ Resident Project Representative agreed to by CLIENT. The duties and responsibilities of the Resident Project Representative will be as set forth in each Individual Project Supplement.

37. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information, which are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to CONSULTANT to illustrate some portion of the Work.

39. *Site*--Lands or areas indicated in the Contract Documents for a Specific Project as being furnished by CLIENT upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by CLIENT, which are designated for use of a Contractor.

40. *Specifications*--That part of the Contract Documents prepared by CONSULTANT consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and certain administrative details applicable thereto.

41. *Specific Project*--An undertaking of CLIENT as set forth in an Individual Project Supplement.

42. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of CONSULTANT, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

43. *Supplementary Conditions*--That part of the Contract documents which amends or supplements the General Conditions.

44. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, the total costs of services of CONSULTANT or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or CLIENT'S costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to CLIENT pursuant to Exhibit B of this Agreement.

45. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided by a Contractor under Contract Documents for a Specific Project. ~~Work includes and is the result of a Contractor~~ performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the applicable Contract Documents.

46. *Work Change Directive*--A written directive to a Contractor signed by CLIENT upon recommendation of the CONSULTANT, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

47. *Written Amendment*--A written amendment of the Contract Documents signed by CLIENT and a Contractor on or after the Effective Date of a Construction Agreement and normally dealing with the non-consulting or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits

- A. Description of CONSULTANT'S Services
- B. Schedule of CLIENT'S Responsibilities
- C. Payments to CONSULTANT
- D. Insurance

Attachments

Schedule A to Exhibit C
Attachment 1 to Exhibit A

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 12 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between CLIENT and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

[]
CLIENT

Orchard, Hiltz & McCliment, Inc.
CONSULTANT

Name
Title

Name
Title

Date

Date

Schedule of CONSULTANT'S Services

Services to be provided under an individual Project Supplement may include the following:

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

(Note: On a road or bridge design project this phase may be referred to as the Base Plan or TS&L Phase.)

A. Upon written authorization from CLIENT, CONSULTANT shall:

1. Consult with CLIENT to define and clarify CLIENT'S requirements for a Specific Project and available data.
2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility companies.
3. Advise CLIENT as to the necessity of CLIENT'S providing data or services of the types described in Exhibit B, which are not part of CONSULTANT'S basic services, and, if requested, assist CLIENT in obtaining such data and services.
4. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of a Specific Project designed or specified by CONSULTANT, including but not limited to mitigating measures identified in the environmental assessment.
5. Identify and evaluate the number of alternate solutions available to CLIENT listed in the individual Project Supplement for a Specific Project, and, after consultation with CLIENT, recommend to CLIENT those solutions, which in CONSULTANT'S judgment meet CLIENT'S requirements for a Specific Project.
6. Prepare a report (the "Report/Base Plans") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to CLIENT which CONSULTANT recommends.
7. Furnish the number of review copies of the Report/Base Plans to CLIENT within the time period set forth in the individual Project Supplement and review it with CLIENT.

8. Revise the Report/Base Plans in response to CLIENT'S and other parties' comments, as appropriate, and furnish the number of final copies of the revised Report/Base Plans to the CLIENT within the time period set forth in the individual Project Supplement.

B. CONSULTANT'S services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report/Base Plans have been delivered to CLIENT.

A1.02 Preliminary Design Phase

A. After determination by CLIENT of the scope, extent, character or design requirements of a Specific Project, including the acceptance with any specific modifications by CLIENT of CONSULTANT'S Report/Base Plans, if any, from a preceding phase or Specific Project, and upon written authorization from CLIENT to provide Preliminary Design Phase Services, CONSULTANT shall:

1. On the basis of the above acceptance, selection and authorization, prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of a Specific Project.
2. Advise CLIENT if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist CLIENT in obtaining such reports, data, information, or services.
3. Based on the information contained in the Preliminary Design Phase documents, submit a current opinion of probable Construction Costs.
4. Furnish the Preliminary Design Phase documents to and review them with CLIENT.
5. Submit to CLIENT the number of final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Costs within the time period set forth in the individual Project Supplement.
6. CONSULTANT'S services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to CLIENT.

A1.03 Final Design Phase

- A. After determination by CLIENT of the scope, extent, character, or design requirements of a Specific Project, including the acceptance of any specific modifications by CLIENT of a preceding phase or Specific Project, and upon written authorization from CLIENT to provide Final Design Phase Services, CONSULTANT shall:
1. On the basis of the above acceptance, direction, and authorization, prepare final drawings indicating the scope, extent, and character of work to be performed and furnished by Contractor. Specifications and special provisions will be prepared, where appropriate, in general conformance with the [Michigan Department of Transportation Standard Specifications for Construction].
 2. Provide technical criteria, written descriptions, and design data for CLIENT'S use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of a Specific Project and assist CLIENT in consultations with appropriate authorities.
 3. Provide CLIENT a current opinion of probable Construction Costs.
 4. Prepare and furnish Bidding Documents for review and approval by CLIENT, its legal counsel, and other advisors, as appropriate, and assist CLIENT in the preparation of other related documents.
 5. Submit the number of final copies of the Bidding Documents and a current opinion of probable Construction Cost to CLIENT with the time period set forth in the individual Project Supplement.
- B. CONSULTANT'S services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.5. have been delivered to CLIENT.

A1.04 Bidding Phase

- A. Upon written authorization from CLIENT to provide Bidding Phase Services, CONSULTANT shall:
1. Assist CLIENT in advertising for and obtaining bids or negotiating proposals for the work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.
 2. Issue addenda as appropriate to clarify, correct, or change the Bidding Documents.
- B. The Bidding Phase will be considered complete upon commencement of the construction phase or upon

cessation of negotiations with prospective Contractors (except as may be required if Exhibit [Fill In] is a part of the individual Project Supplement.

A1.05. Construction Phase

- A. Upon written authorization from CLIENT to provide Construction Phase Services, CONSULTANT shall:
1. *General Administration of Construction Contract.* Consult with CLIENT and act as CLIENT'S representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as assigned in said General Conditions shall not be modified, except as CONSULTANT may otherwise agree in writing. All of CLIENT'S instructions to Contractor will be issued through CONSULTANT, who shall have authority to act on behalf of CLIENT in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
 2. *Resident Project Representative (RPR).* Provide the services of an RPR at the site of the Specific Project to assist the CONSULTANT and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in the individual Project Supplement. Exhibit D "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," shall be modified for the individual Project Supplement. The furnishing of such RPR's services will not extend CONSULTANT'S responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
 3. *Selecting Independent Testing Laboratory.* Assist CLIENT in the selection of an independent testing laboratory perform the services identified in paragraph B2.01.0.
 4. *Pre-Construction Conference.* Participate in a pre-construction conference prior to commencement of work at the site.
 5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the work, which in CONSULTANT'S judgment are necessary to enable Contractor to proceed, unless Contractor staking is included in Contractor's contract.
 6. *Visits to Site and Observation of Construction.* In connection with observations of work in progress:
 - a. Make visits to the site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the work. Such visits and observations by

CONSULTANT, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the work in progress or to involve detailed inspections of the work in progress beyond the responsibilities specifically assigned to CONSULTANT in the individual Project Supplement and the contract documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on CONSULTANT'S exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, CONSULTANT will determine in general if Contractor's work is proceeding in accordance with the contract documents, and CONSULTANT shall keep the CLIENT

- b. The purpose of CONSULTANT'S visits to, and representation by the Resident Project Representative, if any, at the site of the Specific Project, will be to enable CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the construction phase, and, in addition, **by the exercise of CONSULTANT'S efforts as** an experienced and qualified design professional, to provide for CLIENT a greater degree of confidence that the completed work will conform in general to the contract documents and that the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents has been implemented and preserved by Contractor. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over the work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the contract documents.

7. Defective Work. Have authority to disapprove or reject Contractor's work while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed project that conforms generally to the contract document or that it will prejudice the integrity of the design concept of the completed

project as a functioning whole as indicated in the contract documents.

8. Clarifications and Interpretations; Field Orders. Issue necessary clarifications and interpretations of the contract documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the contract documents. CONSULTANT may issue field orders authorizing minor variations from the requirements of the contract documents.
9. Change Orders and Work Change Directives. Recommend change orders and work change directives to CLIENT, as appropriate, and prepare change orders and work change directives as required.
10. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to shop drawings and samples and other data which Contractor is required to submit, but only for conformance with the information given in the contract documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the contract documents. **Such reviews and approvals or other** action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. CONSULTANT has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to CONSULTANT.
11. Inspections and Tests. Require such special inspections or tests of the work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the contract documents. CONSULTANT'S review of such certificates will be for the purpose of determining that the results certified indicate compliance with the contract documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the contract documents. CONSULTANT shall be entitled to rely on the results of such tests.
12. Disagreements between CLIENT and Contractor. Render formal written decisions on all claims of CLIENT and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, CONSULTANT shall be fair and not show partiality to CLIENT or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

13. Applications for Payment. Based on CONSULTANT'S observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that CONSULTANT recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT'S representation to CLIENT, based on such observations and review, that, to the best of CONSULTANT'S knowledge, information and belief, the work has progressed to the point indicated, the quality of such is generally in accordance with the contract documents (subject to an evaluation of the work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the contract documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is CONSULTANT'S responsibility to observe the work. In the case of unit price work, CONSULTANT'S recommendations of payment will include final determinations of quantities and classifications of the work (subject to any subsequent adjustments allowed by the contract documents). The responsibilities of CONSULTANT contained in paragraph A1.05.A.6.a. are expressly subject to the limitations set forth in paragraph A1.05.A.6.b and other express or general limitations in this Agreement and elsewhere.
 - b. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that observations made by CONSULTANT to check the quality or quantity of the work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the contract documents. Neither CONSULTANT'S review of the work for the purposes of recommending payments nor CONSULTANT'S recommendations of any payment including final payment will impose on CONSULTANT responsibility to supervise, direct, or control the work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws and regulations applicable to the work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the contract price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to CLIENT free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CLIENT and Contractor that might affect the amount that should be paid.
15. Contractor's Completion Documents.
- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
 - b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the contract documents, certificates of inspection, tests and approvals, shop drawings, samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the contract documents to obtain final payment. The extent of such CONSULTANT'S review will be limited as provided in paragraph A1.05.A.10.
 - c. CONSULTANT shall transmit these documents to CLIENT.
16. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire work ready for its intended use, in company with CLIENT and Contractor, conduct an inspection to determine if the work is substantially complete. If after considering any objectives of CLIENT, CONSULTANT considers the work substantially complete, CONSULTANT shall deliver a certificate of Substantial Completion to CLIENT and Contractor.
17. Final Notice of Acceptability of the Work. Conduct a final payment inspection to determine if the completed work of contract is acceptable so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the work is acceptable (subject to the provisions of paragraph A1.05.A.14.b.) to the best of CONSULTANT'S knowledge, information, and belief and based on the extent of the services provided by CONSULTANT under this Agreement.
- B. Duration of Construction Phase. The construction phase will commence with the execution of the first Construction Agreement for a Specific Project or any part thereof and will terminate upon written recommendation by CONSULTANT for final payment to Contractors. If a Specific Project involves more than one prime contract as indicated in the individual Project Supplement. Construction Phase services may be

rendered at different times in respect to the separate contracts.

- C. Limitation of Responsibilities. CONSULTANT shall not be responsible for the acts of omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the work. CONSULTANT shall not be responsible for failure of any Contractor to perform or furnish the work in accordance with the contract documents.

A1.06 Post-Construction Phase

- A. Upon written authorization from CLIENT to begin post-construction phase services, CONSULTANT shall:

1. Together with CLIENT, visit the Specific Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
2. In company with CLIENT or CLIENT'S representative, provide an inspection of the Specific Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in the individual Project Supplement, will terminate at the end of the Correction Period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring CLIENT'S Authorization in Advance

- A. If authorized in writing by CLIENT, CONSULTANT shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by CLIENT as indicated in an individual Project Supplement.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with a Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for a Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of a Specific Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by CLIENT.
3. Services resulting from significant changes in the scope, extent, or character of the portions of a Specific Project designed or specified by CONSULTANT or its design requirements including, but not limited to, changes in size, complexity, CLIENT'S schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the individual Project Supplement or are due to any other causes beyond CONSULTANT'S control.
4. Services resulting from CLIENT'S request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.A.4.
5. Services required as a result of CLIENT'S providing incomplete or incorrect project information with respect to Exhibit B.
6. Providing renderings or models for CLIENT'S use.
7. Providing construction surveys and staking to enable a Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related Consulting services needed for the transfer of interests in real property; and providing other special field surveys.
8. Providing Construction Phase services beyond the Contract Times set forth in the individual Project Supplement.
9. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
10. Preparing and furnishing to CLIENT, in the format agreed to, Record Drawings showing appropriate record information base don project annotated record documents received from Contractor.
11. Preparing to serve or serving as a CONSULTANT or witness for CLIENT in any litigation, arbitration or other dispute resolution process related to a Specific Project.
12. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT so as to make the compensation commensurate with the extent of the Additional Services rendered.

13. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
14. Additional or extended services during construction made necessary by (a) a significant amount of defective, neglected or delayed Work by a Contractor, or (b) default by a Contractor.
15. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work on a Specific Project by CLIENT prior to its Substantial Completion.
16. Evaluating an unreasonable claim or an excessive number of claims or requests for information submitted by a Contractor or others in connection with the Work on a Specific Project.

17. Other services performed or furnished by CONSULTANT not otherwise provided for in this Agreement or an individual Project Supplement.

A2.02 Additional Services Not Requiring CLIENT'S Authorization in Advance

- A. CONSULTANT shall perform or furnish, without requesting or receiving specific advance authorization from CLIENT, the Additional Services of the types listed below. CONSULTANT shall advise CLIENT in writing within seven days after beginning any such Additional Services. If CLIENT does not want CONSULTANT to continue to perform or furnish the services, CLIENT shall notify CONSULTANT in writing to cease, and CONSULTANT shall comply.
 1. Additional or extended services during construction made necessary by (a) emergencies endangering the Work, (b) an occurrence of a Hazardous Environmental Condition, (c) Work damaged by fire or other cause during construction, or (d) acceleration of the progress schedule involving services beyond normal working hours.

ATTACHMENT 1 - SAMPLE

This is an individual **PROJECT SUPPLEMENT** consisting of ____ pages,
referred to in and part of the **Continuing Services Agreement** between
CLIENT and **CONSULTANT** for **Professional Services** dated _____, 2013.

Project Supplement No. _____

In accordance with paragraph 1.01 of the Continuing Services Agreement between CONSULTANT and CLIENT for Professional Services dated _____ ("Agreement"), CONSULTANT and CLIENT agree as follows:

Specific Project Data

A. Title: _____

B. Description: _____

1. Services of CONSULTANT

2. CLIENT'S Responsibilities

3. Times for Rendering Services:

Phase	Completion Date/Time
Study and Report	
Preliminary Design	
Final Design	

4. Payments to CONSULTANT

A. Method(s) of Payment by Phases

CLIENT shall pay CONSULTANT for services within each phase as follows:

Phase	Method of Payment	
	Basic Services	Additional Services
Study and Report		
Preliminary Design		
Final Design		
Bidding or Negotiating		
Construction		
Post-Construction		
Other		

B. For Method of Payment A, Lump Sum:

The total compensation for services identified under paragraph 1 of the individual Project Supplement is estimated to be \$_____ based on the following assumed distribution:

Phase	Estimated Compensation
Study and Report	
Preliminary Design	
Final Design	
Bidding or Negotiating	
Construction	
Post-Construction	
TOTAL	

C. For Method of Payment B, Standard Hourly Rates:

1. The Standard Hourly Rates shall be as shown on Appendix 2 of Exhibit C of the Continuing Services Agreement.
2. The total compensation for services identified under paragraph 1 of the individual Project Supplement is estimated to be \$_____ based on the following assumed distribution:

Phase	Estimated Compensation
Study and Report	
Preliminary Design	
Final Design	
Bidding or Negotiating	
Construction	
Post-Construction	
TOTAL	

D. For method of Payment C, Direct Labor Costs Times a Factor:

1. The Factor shall be [3.0] as stated in Exhibit C of the Continuing Services Agreement.
2. The total compensation for services identified under paragraph 1 of the individual Project Supplement is estimated to be \$_____ based on the following assumed distribution:

Phase	Estimated Compensation
Study and Report	
Preliminary Design	
Final Design	
Bidding or Negotiating	
Construction	
Post-Construction	
TOTAL	

E. For method of Payment D, Direct Labor Costs Plus Overhead Plus a Fixed Fee:

1. The Overhead Rate shall be [1.70] as stated in Exhibit C of the Continuing Services Agreement.
2. The total compensation for services identified under paragraph 1 of the individual Project Supplement is estimated to be \$_____ based on the following assumed distribution:

Phase	Estimated Compensation
Study and Report	
Preliminary Design	
Final Design	
Bidding or Negotiating	
Construction	
Post-Construction	
TOTAL	

5. Subconsultants:

6. Other Modifications to Continuing Services Agreement:

7. Attachments:

8. Documents Incorporated By Reference:

Approval and Acceptance: Approval and acceptance of this individual Project Supplement No. _____, including the attachments listed above, shall incorporate this document as part of the Continuing Services Agreement. CONSULTANT is authorized to begin performance upon its receipt of a copy of this individual Project Supplement signed by CLIENT.

The effective date of this individual Project Supplement No. _____ is _____, 2013.

[_____] CLIENT

Orchard, Hiltz & McCliment, Inc.
CONSULTANT

Name
Title

Name
Title

Date

Date

Schedule of CLIENT'S Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities except as stated in an individual Project Supplement.

B2.01 In addition to other responsibilities of CLIENT as set forth in this Agreement, CLIENT shall:

A. Provide CONSULTANT with all criteria and full information as to CLIENT'S requirements for a Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT'S standard forms, conditions, and related documents for CONSULTANT to include in the Bidding Documents, when applicable.

B. Furnish to CONSULTANT any other available information pertinent to a Specific Project including reports and data relative to previous designs, or investigation at or adjacent to the Site of a Specific Project.

C. Following CONSULTANT'S assessment of initially-available project information and data and upon CONSULTANT'S request, furnish or otherwise make available such additional project related information and data as is reasonably required to enable CONSULTANT to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Specific Project Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to a Specific Project, the Specific Project Site, and adjacent areas.

6. Data or consultations as required for a Specific Project but not otherwise identified in the Agreement, the Exhibits thereto, or the individual Project Supplement.]

D. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition of a nature or extent not identified in the individual Project Supplement or of any other development that affects the scope or time of performance of CONSULTANT'S services, or any defect or nonconformance in CONSULTANT'S services or in the work of any Contractor.

E. Authorize CONSULTANT to provide Additional Services as set forth in the individual Project Supplement as required.

F. Arrange for safe access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under the individual Project Supplement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by CONSULTANT for a Specific Project (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of a Specific Project designed or specified by CONSULTANT and such reviews, approvals, and consents from others as may be necessary for completion of each phase of a Specific Project.

I. Provide, as required for a Specific Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
2. Legal services with regard to issues pertaining to a Specific Project as CLIENT requires, a Contractor raises, or CONSULTANT reasonably requests.

3. Such auditing services as CLIENT requires to ascertain how or for what purpose a Contractor has used the moneys paid.

4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise CONSULTANT of the identity and scope of services of any independent consultant employed by CLIENT to perform or furnish services in regard to a Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

K. Advertise for proposals from bidders and pay for all costs incident thereto.

L. Attend the pre-Bid conference, Bid opening (open the proposals at the appointed time and place), pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

M. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals

of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment and facilities of Owner, prior to their incorporation into the Work for a Specific Project with appropriate professional interpretation thereof.

N. Provide inspection or monitoring services by an individual or entity other than CONSULTANT (and disclose the identity of such individual or entity to CONSULTANT) as CLIENT determines necessary to verify:

1. That a Contractor is complying with any Laws and Regulations applicable to a Contractor's performing and furnishing the Work.

2. That a Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

O. Provide CONSULTANT with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.O and P.

Payments to CONSULTANT for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 – PAYMENTS TO CONSULTANT

C4.01 *Method of Payment*

A. Owner shall pay CONSULTANT for services in accordance with one or more of the following methods as identified in each individual Project Supplement:

1. Method A: Lump Sum
2. Method B: Standard Hourly Rates
3. Method C: Direct Labor Costs Times a Factor
4. Method D: Direct Labor Costs Plus Overhead Plus a Fixed Fee

C4.02 *Explanation of Methods*

A. Method A - - Lump Sum:

1. CLIENT shall pay CONSULTANT a Lump Sum amount. The individual Project Supplement shall state the assumed distribution of the lump sum by phases.
2. The distribution of CONSULTANT'S compensation between phases may be altered with CLIENT'S approval, which shall not be unreasonably withheld. CONSULTANT'S total compensation shall not exceed the total lump sum amount unless approved in writing by CLIENT.
3. The Lump Sum will include compensation for CONSULTANT'S services and services of CONSULTANT'S subconsultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
4. The portion of the Lump Sum amount billed for CONSULTANT'S services will be based upon CONSULTANT'S estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Method B – Standard Hourly Rates

1. Owner shall pay CONSULTANT an amount equal to the cumulative hours charged to the Specific Project by each class of CONSULTANT'S employees times Standard Hourly Rates for each applicable billing class for all services performed on the Specific Project, plus

Reimbursable Expenses and CONSULTANT'S charges, if any.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. CONSULTANT'S [current] Standard Hourly Rates are attached to this Exhibit as Appendix 1.

4. The total estimated compensation for CONSULTANT'S services for the individual Project Supplement and the assumed distribution of compensation by phases shall be stated in the individual Project Supplement. This total estimated compensation will incorporate all labor at Standard Hourly Rates, Reimbursable Expenses and CONSULTANT'S charges, if any.

5. The amounts billed for CONSULTANT'S services under each individual Project Supplement will be based on the cumulative hours charged to the Specific Project during the billing period by each class of CONSULTANT'S employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and CONSULTANT'S charges, if any.

6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of the beginning of CONSULTANT'S fiscal year) to reflect equitable changes in the compensation payable to CONSULTANT.

C. Method C – Direct Labor Costs Times a Factor:

1. CLIENT shall pay CONSULTANT an amount equal to CONSULTANT'S Direct Labor Costs times a Factor of [3.0] for the services of CONSULTANT'S employees engaged on the Specific Project, plus Reimbursable Expenses, and subconsultant's charges, if any. Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.

2. The total estimated compensation for CONSULTANT'S services for the individual Project Supplement and the assumed distribution of compensation shall be stated in the individual Project Supplement. This total estimated compensation

incorporates all labor, overhead, profit, Reimbursable Expenses, and subconsultant's charges, if any.

3. The amounts billed for CONSULTANT'S services will be based on the applicable Direct Labor Costs for the cumulative hours charged to the Specific Project during the billing period by the above-designated Factor, plus Reimbursable Expenses and subconsultant's charges, if any.

4. The Direct Labor Costs and the Factor applied to Direct Labor Costs will be adjusted annually (as of the beginning of the CONSULTANT'S fiscal year) to reflect equitable changes in the compensation payable to CONSULTANT.

D. Method D – Direct Labor Costs Plus Overhead Plus a Fixed Fee:

1. CLIENT shall pay CONSULTANT an amount equal to CONSULTANT'S Direct Labor Costs Plus Overhead Plus a Fixed Fee for the services of CONSULTANT'S employees engaged on the Specific Project, plus Reimbursable Expenses, and subconsultant's charges, if any. Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.

2. The total estimated compensation for CONSULTANT'S services for the individual Project Supplement and the assumed distribution of compensation shall be stated in the individual Project Supplement. This total estimated compensation incorporates all labor, overhead, fixed fee, Reimbursable Expenses, and subconsultant's charges, if any.

3. The amounts billed for CONSULTANT'S services will be based on the applicable Direct Labor Costs for the cumulative hours charged to the Specific Project during the billing period, plus overhead, plus Reimbursable Expenses and subconsultant's charges, if any, plus the proportionate portion of the fixed fee.

4. The Direct Labor Costs and Overhead Multiplier applied to Direct Labor Costs will be adjusted annually (as of the beginning of CONSULTANT'S fiscal year) to reflect equitable changes in the compensation payable to subconsultant.

C4.03 Reimbursable Expenses

Costs incurred by CONSULTANT in the performance of the individual Project Supplement in the following categories constitute Reimbursable Expenses:

A. The amounts payable to CONSULTANT for Reimbursable Expenses will be the project-specific internal expenses actually incurred or allocated by CONSULTANT, plus all invoiced external Reimbursable Expenses allocable to a Specific Project, the latter multiplied by a Factor of [1.15].

C4.04 Serving as a Witness

A. For services performed by CONSULTANT'S employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under paragraph A2.01.A.11, at the rate of \$[1,200] per day or any portion thereof (but compensation for time spent in preparing to testify in any such litigation, arbitration or proceeding will be on the basis provided in paragraph C4.02 A, B, C, or D.

B. Compensation for CONSULTANT'S subconsultants for such services will be on the basis provided in paragraph C4.05.

C4.05 Other Provisions Concerning Payment

A. Extended Contract Times. Should the Contract Times to complete the Work be extended beyond the period stated in the individual Project Supplement, payment for CONSULTANT'S services shall be continued based on the Standard Hourly Rates Method of Payment.

B. Estimated Compensation Amounts

1. CONSULTANT'S estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to CONSULTANT under the Agreement.

2. When estimated compensation amounts have been stated in an individual Project Supplement and it subsequently becomes apparent to CONSULTANT that a compensation amount thus estimated will be exceeded, CONSULTANT shall give CLIENT written notice thereof. Promptly thereafter CLIENT and CONSULTANT shall review the matter of services remaining to be performed and compensation for such services. CLIENT shall either agree to such compensation exceeding said estimated amount or CLIENT and CONSULTANT shall agree to a reduction in the remaining services to be rendered by CONSULTANT so that total compensation for such services will not exceed said estimated amount when such services are completed. If CONSULTANT exceeds the estimated amount before CLIENT and CONSULTANT have agreed to an increase in the compensation due CONSULTANT or a reduction in the remaining services, the CONSULTANT shall give written notice thereof to CLIENT and shall be paid for all services rendered thereafter.

2013 HOURLY RATE SCHEDULE

Professional Engineer IV/Architect IV	\$ 145.00
Professional Engineer III/Architect III	\$ 125.00
Professional Engineer II/Architect II.....	\$ 120.00
Professional Engineer I/Architect I.....	\$ 105.00
Graduate Engineer III.....	\$ 108.00
Graduate Engineer II.....	\$ 100.00
Graduate Engineer I.....	\$ 95.00
Graduate Architect III/Landscape Architect III	\$ 103.00
Graduate Architect II/Landscape Architect II.....	\$ 84.00
Graduate Architect I/Landscape Architect I.....	\$ 68.00
Technician IV.....	\$ 105.00
Technician III	\$ 95.00
Technician II	\$ 82.00
Technician I	\$ 62.00
Engineering/Architectural Aide	\$ 48.00
Professional Surveyor III.....	\$ 130.00
Professional Surveyor II.....	\$ 115.00
Professional Surveyor I.....	\$ 100.00
Graduate Surveyor	\$ 95.00
Surveyor III.....	\$ 90.00
Surveyor II	\$ 86.00
Surveyor I	\$ 68.00
Surveyor Aide.....	\$ 48.00
Planner IV.....	\$ 125.00
Planner III	\$ 108.00
Planner II	\$ 94.00
Planner I	\$ 60.00
Planner Aide.....	\$ 48.00
Graphic Designer.....	\$ 95.00
Data Base Developer.....	\$ 165.00
IT Technician III	\$ 160.00
IT Technician II	\$ 130.00
IT Technician I.....	\$ 85.00
Administrative Support.....	\$ 52.00
Clerical Aide	\$ 42.00
Principal	\$ 165.00
Senior Associate	\$ 155.00
Associate.....	\$ 150.00
3-Man Survey Crew w/Equipment.....	\$ 210.00
2-Man Survey Crew w/Equipment.....	\$ 180.00
1-Man Survey w/Robotic Equipment.....	\$ 140.00

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

A. The limits of liability for the insurance required by paragraphs 6.05.A and 6.05.B of the Agreement are as follows:

1. By CONSULTANT

a. Workers' Compensation:	Statutory
b. Employer's Liability --	
1. Each Accident:	\$ 500,000
2. Disease, Policy Limit:	\$ 500,000
3. Disease, Each Employee:	\$ 500,000
c. General Liability --	
1. Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
2. General Aggregate:	\$2,000,000
<hr/>	
d. Excess or Umbrella Liability --	
1. Each Occurrence:	\$5,000,000
e. Automobile Liability --	
1. Combined Single Limit (Bodily Injury and Property Damage): Each Accident	\$1,000,000
f. Professional Liability --	
1. Each Claim	\$2,000,000
2. Per Aggregate	\$4,000,000



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Agreement with Monroe Public Schools and the Monroe Family YMCA to Operate the Dick Waters Swimming Pool at Arborwood South

DISCUSSION: City Economic and Community Development and Recreation staff continue to partner with the Monroe Public Schools and the Monroe Family YMCA to develop cooperative agreements that provide enhanced recreational opportunities for the Monroe community. One example of these partnerships is the joint funding and operation of the Dick Waters Swimming Pool at the Monroe Public Schools Arborwood South Facility. In 2012 the Pool was reopened after being closed for several years due to declining revenues and the significant operating costs that were previously borne by the City alone. Through the partnership with the Schools and the YMCA, the financial burden has been spread across all three entities, and we have been able to achieve some cost savings with each organization focusing on their own strengths. For Example, because the YMCA already operates their own pool and the Monroe Country Club pool, they are able to provide lifeguard staffing on a more flexible and cost effective basis.

During on-going planning sessions, representatives from the City, Schools and YMCA have refined the budget for the 2013 season, and have a maintenance and staffing plan in place for this summer. The City will again provide funding to the Schools for operating supplies and utility costs. The YMCA will provide the required lifeguard staff to monitor the facility. The Schools plan to utilize internal staffing and facility maintenance resources to the maximum extent practical, but they will need to purchase material and supplies for facility maintenance. One significant cost this season will be the installation of an ADA lift, which is now required for “public” pools by federal ADA guidelines. The City has proposed to cost-share with the schools on the cost of this installation. The City’s contributions will be paid on a reimbursement basis to the Schools, following submittal of documentation of actual expenses related to operating supplies and utilities for the pool. The YMCA will utilize their internal funds to hire the requisite lifeguard staff, and will be allowed to retain the gate entry fees to offset most of their costs. The anticipated expenses and revenues for each partner are outlined in the estimated budget attached as Exhibit A to the proposed Agreement.

Based on last year’s operating expenses, the estimated budget for the proposed 12-week season is \$54,416, which is offset with estimated revenues of \$12,600, leaving a balance of \$41,816, to be covered by the three partners. The division of costs among the three partners is relatively equal as described in the attached budget. The City’s estimated cash commitment of \$15,000 has been budgeted and previously approved by City Council in FY 2013-2014 Budget, included in the Recreation General Contracted Services line.

IT IS RECOMMENDED that City Council approve entering into the proposed operations and service agreement with the Monroe Public Schools and the Monroe Family YMCA to operate the Dick Waters Swimming Pool at the Arborwood South facility for the 2013 season, and authorize the Mayor and Clerk-Treasurer to execute the Agreement, with a financial commitment not to exceed \$15,000; subject to final review and approval of the Agreement language by the City Attorney.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: June 3, 2013

REASON FOR DEADLINE: Planned Pool opening the week of June 10

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N.A.

INITIATED BY: Community and Economic Development Division

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Community and Economic Development Division, Recreation Department, Monroe Public Schools, Monroe Family YMCA, and Arborwood South Neighborhood

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 54,416
	Cost of This Project Approval	\$ 15,000
	Related Annual Operating Cost	\$ 15,000
	Increased Revenue Expected/Year	\$ 0

SOURCE OF FUNDS:	<u>City</u>	Account Number	Amount
	Recreation General Contracted Services	101-70.761-818.020	\$15,000

Other Funds

Budget Approval: 

FACT SHEET PREPARED BY: Dan Swallow, Director of Economic and Community Development **DATE:** 5/28/13

REVIEWED BY: George Brown, City Manager



DATE:

COUNCIL MEETING DATE: June 3, 2013

**DICK WATERS SWIMMING POOL
OPERATIONS AND SERVICE AGREEMENT- 2013 SEASON**

This Operations and Service Agreement ("Agreement") is entered into as of the _____ day of June, 2013, by and between the Monroe Public Schools, a public school district in the State of Michigan ("Schools"), the City of Monroe, Michigan, a municipal corporation ("City"), and the Monroe Family YMCA, a not for profit corporation ("YMCA").

RECITALS:

Whereas, the Schools is the owner of the Dick Waters Swimming Pool and surrounding property located at its Arborwood South facility in the City of Monroe, Monroe County, Michigan, whose street address is 1008 Riverview Avenue, Monroe, MI 48162; and

Whereas, the City wishes to partner with the Schools in operating the Dick Waters Swimming Pool to provide a community recreation asset and has committed to provide financial support to the Schools for the operating expenses of the Pool; and

Whereas, the YMCA also wishes to partner with the Schools in operating the Dick Waters Swimming Pool to promote its goal to improve the health and well being of the children and adults of the community, and has committed to provide lifeguarding services for the Pool; and

Whereas, the parties have determined the pool provides a valuable public benefit by better utilizing an existing fixed asset and providing a tremendous community recreational amenity to the surrounding neighborhoods; and

Whereas, the parties desire to enter into an agreement that outlines the various responsibilities and necessary contributions for the operation and maintenance of the Dick Water Swimming Pool; and

Whereas, the allocation of responsibilities and associated costs among the three parties is outlined in the estimated budget, which is attached to this Agreement as Exhibit A.

Now Therefore, for the mutual and reciprocal obligations undertaken herein, and the reimbursement of expenses to be paid hereunder, the parties hereto and hereby stipulate and agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Term of the Agreement**. The Schools, City and YMCA will continue the terms of this Agreement through October 31, 2013, subject however, to prior cancellation of the Agreement as provided below.
3. **Season and Hours of Operation**. The season will commence Saturday, June 8, 2013 through Saturday, August 31, 2013. The Pool will be closed on Thursday, July 4, 2013.

Hours of Operation

Monday through Friday- 11:00 AM until 6:00 PM

Saturday and Sunday- 12:00 PM until 5:00 PM

4. **Maintenance and Repair Obligations.** The Schools will be responsible for the season opening and closing of the Pool facilities, as well as all related pool mechanical maintenance throughout the term of the Agreement.
 - 4.1. Any related labor and materials cost for the opening, closing and proper operation of the Pool facility and its mechanical components shall be the responsibility of the Schools. Any and all repairs or replacement parts will be provided by the Schools.
 - 4.2. Securing the necessary permits and licenses required by the Monroe County Health Department and/or the State of Michigan shall be the responsibility of the Schools.
 - 4.3. The Schools management or its representative shall be responsible for ordering and maintaining pool supplies, cleaning supplies, chemicals and all other equipment or supplies required for efficient pool operation. The City will reimburse the schools for the purchase of such supplies and equipment as provided in Section 8 below.
 - 4.4. The Schools management shall be responsible for maintaining utility services (gas and electric) to the pool facility and paying associated utility bills. The City will reimburse the schools for the utility costs as provided in Section 8 below.
 - 4.5. During the season, the YMCA will notify the Schools, or its maintenance representative, immediately if pool system mechanics or chemical problems occur during the day.
 - 4.6. The Pool chemical testing and recording of said readings, as required by the Monroe County Health Department, will be completed as follows: The Schools will be responsible for performing the first chemical reading and recording of the day. The YMCA will complete at least one (1) water quality test in the afternoon hours to ensure chemical balance in the pool with testing materials provided by the Schools. Chemical irregularities will be properly recorded and reported to the Schools management for immediate response. Minor adjustments to the chemical system may be completed by qualified YMCA lifeguards on-site. In the event corrective steps require more than minor adjustment(s), the Schools will be responsible for the work and the YMCA will be held harmless for any necessary repairs or shutdown period.
 - 4.7. Any damage caused to the Schools equipment as a result of gross negligence of YMCA personnel shall be repaired or replaced as an expense or cost to the YMCA.
 - 4.8. Schools, or its representative, will be responsible for weekly pool water sample submitted to the Monroe County Health Department.
 - 4.9. YMCA will inform the Schools management, prior to or at its earliest opportunity, of any issues or need which they deem necessary for efficient pool operation. Recommendations for repairs or replacement parts will be discussed with Schools management to determine priority and final disposition.
 - 4.10. The Schools will supply the YMCA representative with two (2) sets of keys to the Pool facility as well as the Arborwood South School building. The Schools will also provide the YMCA with an alarm code access to the School building. With the exception of the Pool facilities, including the locker rooms, the School building will only be used in the event of an emergency or inclement weather. The YMCA will return all keys and the security code will be changed following the closing of the Pool, but no later than September 30, 2013.

- 4.11. The daily opening and closing of the Pool facility will be coordinated between the Schools and the YMCA. The head lifeguard will determine if the pool closes due to inclement weather and then immediately inform the YMCA management and the Schools management or their designee(s).
 - 4.12. During the season, the Schools will maintain the cleanliness of the pool, locker area, restrooms, and deck areas. Sanitization and cleaning of these areas will be performed prior to opening each day and on an as-needed basis throughout the day. YMCA will inform the Schools or its representative of any unsanitary conditions that may occur during the hours of operation.
5. **Staffing.** YMCA will staff the facility with certified lifeguards on the ratio of not less than one guard per 35 participants or occupants in the Pool. The YMCA, after consultation with the Schools management, may set occupant load limits and deny entry to the Pool itself and/or the Pool area to maintain the appropriate guard coverage and supervision.
 - 5.1. YMCA shall provide adequate lifeguard coverage to meet reasonable participation demands during the agreed upon hours of operation established in Section 3 above.
 - 5.2. YMCA lifeguards will be scheduled to have 10 minute breaks every hour. When two or more lifeguards are on duty, a 30 minute rotation with 10 minute break for each guard will be scheduled.
6. **Programming.** YMCA shall offer open swimming during the hours of operation established in Section 3 above.
 - 6.1. YMCA may offer swim lessons or other water based classes at the facility outside the open swimming hours.
 - 6.2. Actual class scheduled hours may vary in order to encourage participation. All class schedules shall be reviewed and approved by the Schools to ensure appropriate facility maintenance coverage.
7. **Gate Fees and Program Income.** A pool entry fee of \$2.00 for children 12 and under and \$3.00 for teens and adults 12 and over shall be charged and collected by the Schools Supplemental Staff or YMCA lifeguards. The YMCA may implement a seasonal or multi-day pass program that offers a small volume discount to repeat attendees and participants. An actual accounting of the number of participants and fees collected shall be accurately recorded by the YMCA lifeguards and reported in writing to all parties on a weekly basis.
 - 7.1. The gate fees collected will be allocated to the YMCA to offset their staffing costs for the season.
 - 7.2. Any program income collected for swim lessons or other water based classes will also be allocated to the YMCA to offset programming and staffing costs.
8. **Reimbursement for Operational Expenses.** City shall reimburse the Schools for non-maintenance operational expenses related to operation of the Pool to include utilities (natural gas), chemical costs (chlorine or equivalent), carbon dioxide, telephone, and water sampling supplies; in an amount not to exceed fifteen thousand dollars (\$15,000.00). The anticipated costs for each of these reimbursable items are outlined in the estimated budget attached to this Agreement as Exhibit A.
 - 8.1. Schools shall supply the City with an itemized accounting of all non-maintenance operational expenses on a monthly basis.

- 8.2. City shall reimburse the Schools for its documented non-maintenance operational expenses not more than 60-days after receipt of the itemized accounting of expenses.
 - 8.3. Any non-maintenance operational expenses in excess of \$15,000.00 shall be borne by the Schools.
9. **Indemnity and Insurance.** Each party shall indemnify, defend with competent counsel and hold the other parties, their employees and agents, harmless of any loss, damage, claim or expense including reasonable attorney's fees arising out of any negligent act of its employees or agents.
- 9.1. Schools shall indemnify, defend with competent counsel and hold City and YMCA, their employees and agents, harmless of any loss, damage, claim or expense including reasonable attorney's fees arising out of any negligent act of its employees or agents.
 - 9.2. City shall indemnify, defend with competent counsel and hold Schools and YMCA, their employees and agents, harmless of any loss, damage, claim or expense including reasonable attorney's fees arising out of any negligent act of its employees or agents.
 - 9.3. YMCA shall indemnify, defend with competent counsel and hold Schools and City, their employees and agents, harmless of any loss, damage, claim or expense including reasonable attorney's fees arising out of any negligent act of its employees or agents.
 - 9.4. The Schools shall have the Monroe Family YMCA listed as an additional insured party on their liability insurance policy; and the YMCA shall have the Schools listed as an additionally insured party on their liability insurance policy.
10. **Other Information.** All Schools and YMCA employees must meet the legal qualifications for employment.
- 10.1. YMCA lifeguards must meet YMCA or Red Cross Aquatic certification for their position.
 - 10.2. Schools will provide workers compensation insurance to all employees hired by the Schools, pay for their employer income tax and any other tax liability.
 - 10.3. YMCA will provide workers compensation insurance to all employees hired by the YMCA, pay for their employer income tax and any other tax liability.
11. **Amendment.** This Agreement may be amended by, and only by, an instrument in writing executed by all of the parties hereto or their respective successors.
12. **Entire Agreement.** This Agreement embodies the complete and entire agreement between the parties regarding this arrangement and supersedes all prior negotiations, agreements and understandings relating thereto.
13. **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect or the application of any provision is held to be invalid, illegal or unenforceable as to any person, fact, circumstance, or situation, such invalidity, illegality, or unenforceability shall not affect the remainder of such provision, any other provision hereof, or any permitted application.

14. **Disputes.** Should circumstances arise not covered in this agreement, all three parties will work out the details at mutually beneficial terms in the spirit of providing recreational benefit to the surrounding community.

15. **Cancellation.** Any party may cancel this Agreement with thirty (30) days written notice to the each of the other parties to do so, providing the offending party the opportunity to take corrective action(s). If terms are not satisfied by the end of the thirty day period, the Agreement may then be cancelled.

IN WITNESS WHEREOF, the Monroe Public Schools, the City of Monroe, and the Monroe Family YMCA have executed this Agreement as of the day and year first written above.

MONROE PUBLIC SCHOOLS

By: _____
Randy Monday, Superintendent

Date: _____

CITY OF MONROE

By: _____
Robert E. Clark, Mayor

Date: _____

By: _____
Charles D. Evans, Clerk-Treasurer

Date: _____

MONROE FAMILY YMCA

By: _____
Kristin Irwin, CEO/Executive Director

Date: _____

Exhibit A

Estimated Annual Budget for Dick Waters Pool -

2013

		Season	Responsible Party	Net Costs		
Start Up Costs	Normal Operations		Annual	MPS TOTAL:	\$14,196	
	State License		\$322	MPS		
	Monroe Co Health Inspection		\$170	MPS		
	Acid Wash/Caulk/etc.		\$1,000	MPS		
	Cleaning Supplies		\$300	MPS		
	Paint		\$700	MPS		
	Subtotal		\$2,492			
	Equipment Updates and Repair				City TOTAL:	\$16,520 (\$1,320 In-l
	Chemical Exchanger	NA - 2013		MPS		
	Motor Replacement	NA - 2013		MPS		
	Drain entrapment retrofit	NA - 2013				
	ADA Lift*		\$3,500	City/MPS		
	Subtotal		\$3,500			
	Total Start-up		\$5,992			
	Operating Costs	Staffing		12 Week Season	Per Week	
Lifeguards, Instructors, Supervisor			\$23,700	\$1,975	YMCA	
Programming for Lessons			Und.		YMCA	
Subtotal			\$23,700	\$1,975		
Facility		12 Week Season	Per Week			
General Maintenance (MPS)			\$11,704	\$1,064	MPS	
Natural Gas			\$3,600	\$300	City	
Monthly CO 2 @ \$175			\$2,100	\$175	City	
Chlorine, 200 gal/wk @ \$2/gal			\$4,800	\$400	City	
Misc. Supplies, phone			\$1,200	\$100	City	
Water samples \$10 ea (City- Wastewater)			\$1,320	\$110	City (In-kind)	
Subtotal			\$24,724	\$2,149		
Total Operating			\$48,424	\$4,124		
TOTAL COSTS:			\$54,416			
Estimated Revenues		Admission Fees (?Lessons?)		\$12,600	\$1,050	YMCA
NET INCOME/(LOSS):			(\$41,816)			

* The City has proposed to cost-share with the Monroe Public Schools on the addition of and ADA lift for the pool. The total cost will likely exceed \$3,500 and will be based on competitive quotes.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: 2013-2015 BALL FIELD MAINTENANCE CONTRACT – CHANGE ORDER FOR FIELD IMPROVEMENTS

DISCUSSION: On March 18, 2013, the City Council awarded a service contract for routine maintenance services at various City parks, including regular ball diamond grading and lining, to World Class Landscaping & Contracting, Inc. of Carleton. The contract awarded was for a three (3) year term, and work has been commencing as planned. During the course of maintenance activities, the Contractor is encouraged by the City to identify areas of potential improvements for consideration of separate funding by the City. At this time, City staff is asking for the authority to undertake two (2) such projects below within the remaining available funding in the 2012-13 fiscal year.

Over time, on-going wear and tear and washout on adult diamond #4 at Munson Park has created low areas in that infield that allows water to stand on the field, delaying the use of this field after large rain events. In order to improve drainage from the infield, it is necessary to bring in new diamond dust material and re-grade the infield to eliminate low spots and ensure even runoff.

Similarly, the material in the base lines at the youth baseball diamonds at Munson Park has settled or washed out, and the grass in the infields has become overgrown. As the youth games started this season, it was pointed out that this settlement and overgrowth has created a lip or edge between the baselines and the grass infield. This uneven condition could lead to a tripping hazard during games at these fields and makes the fields more difficult to maintain. City staff, together with the Contractor, reviewed options to correct this condition from simple addition of material to the base lines, to stripping the grass out of infields and replacing it with diamond dust. The simple addition of material to the base lines, while less expensive, would leave a higher likelihood for uneven surfaces between the base lines and the infield and would be more difficult to maintain over time. Therefore, it was determined that the best solution was to strip the grass from the infield and replace it with diamond dust. A diamond dust infield is more consistent with typical management practices for youth baseball diamonds, matches the practice fields that the youth teams utilize, provides for more exciting play by allowing the hits to travel farther on the ground, creates a surface that produces more consistent ball action, and is easier to maintain season to season.

The Contractor has provided the attached quotes for both of the above items, which are also summarized in the attached proposed change order. The cost for the drainage improvements on adult diamond #4 is \$1,950.00; and the cost to replace each youth diamond infield is \$3,870.00, for a total cost of \$7,740.00. Both quotes are inclusive of labor and materials, and were found to be appropriate by City staff. While the total cost of the improvements is over the bidding threshold of \$5,000, due to the ongoing relationship with the Contract for maintenance on what was originally a publicly-bid contract, we are asking that the competitive bid process be waived for this change order.

IT IS RECOMMENDED that City Council approve proposed Change Order No. 1 to the Ball Field Maintenance Contract-2013-2015 Seasons with World Class Landscaping & Contracting, Inc. in the amount of \$9,690.00 for the above items, and that the Director of Engineering and Public Services be authorized to execute it on behalf of the City.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: June 3, 2013

REASON FOR DEADLINE: Youth baseball season has started

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N.A.

INITIATED BY: Recreation Department

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Department of Public Services, Recreation Department, Youth Baseball Teams

FINANCES

<u>COST AND REVENUE PROJECTIONS:</u>	Cost of Total Project	\$ 9,690.00
	Cost of This Project Approval	\$ 9,690.00
	Related Annual Operating Cost	\$ Unknown*
	Increased Revenue Expected/Year	\$ 0

* Potential small reduction in maintenance costs for future seasons.

<u>SOURCE OF FUNDS:</u>	<u>City</u>	Account Number	Amount
	Parks Maint. – Programs	101-70.756-818.020	\$9,690.00
	<u>Other Funds</u>		

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering & Public Services **DATE:** 05/31/13

REVIEWED BY: Dan Swallow, Director of Economic and Community Development **DATE:** 05/31/13

COUNCIL MEETING DATE: June 3, 2013

CHANGE ORDER

Date: May 30, 2013	No: 1
Project: CITY OF MONROE BALL FIELD MAINTENANCE – 2013-2015 SEASONS	
Contractor: World Class Landscaping & Contracting, Inc., P.O. Box 531, Carleton, MI 48117	
Contract for: SAME	Contract Date: March 25, 2013

TO: World Class Landscaping & Contracting, Inc., P.O. Box 531, Carleton, MI 48117
 (Contractor)

You are directed to make the changes noted below in the subject Contract:

CITY OF MONROE
 Owner

Nature of Changes:

1. Drainage improvements on Munson Adult Diamond #4 per attached quotation dated May 2, 2013. Total cost: \$1,950.00
2. Replacement of infield at two (2) youth diamonds at Munson Park per attached quotation dated May 9, 2013. Total cost: \$7,740

Total cost this change order: \$9,690.00

These changes result in the following adjustment of Contract Price & Contract Time:

Contract price prior to this change order	\$ 22,580.00 (2013 season)
Net (increase) (decrease) resulting from this change order	\$ 9,690.00
Current contract price including this change order	\$ 32,270.00 (2013 season)
Contract time prior to this change order	Days or Date: N/A
Net (increase)(decrease) resulting from this change order	Days: N/A
Current contract time including this change order	Days or Date: N/A

Above Changes Are Approved:

Above Changes are Accepted:

CITY OF MONROE

 Contractor

By: _____
 City Engineer

By: _____

Date _____, 20__

Date _____, 20__



World Class Landscaping & Contracting, Inc.



P.O. Box 531 • Carleton, MI 48117 • 734-654-4520 • Fax: 734-654-4524

May 2, 2013

City of Monroe
102 East First Street
Monroe, MI 48161
Attn: Loretta Lapointe

RE: Diamond #4 Drainage

SCOPE OF WORK

Bring in 6" Diamond dust stone	
Spread and grade stone	
Install new Home Plate	
Provide stock pile of stone for future use	
Reset batter Box mats	
Labor, Materials, and cleanup	\$1,950.00

We trust this proposal will meet your approval. Please call me at (734) 216-7760 or e-mail us at worldclass4520@yahoo.com with any questions.

Sincerely,

Chuck Collert, President
World Class Landscaping & Contracting, Inc

WORLD CLASS LANDSCAPING & CONTRACTING, INC

PO BOX 531

CARLETON, MI 48117

(734) 654-4520

FAX (734-654-4524

May 9, 2013

City of Monroe

102 East First Street

Monroe, MI 48161

Attn: Loretta Lapointe

RE: Youth Fields #1 and #2

SCOPE OF WORK

Tear out lawn in the infield

Bring in new diamond dust

New Home plates and Pitcher's mound

Price includes labor, materials, and clean-up - Field #1

Total \$3,870

Field #2

Total \$3,870

We trust this proposal will meet your approval. Please call me at (734) 216-7760 or e-mail us at worldclass4520@yahoo.com with any questions.

Sincerely,

Chuck Collert, President

World Class Landscaping & Contracting, Inc