
RULE OF THE CHAMBER

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

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

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

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

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

The City of Monroe will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting/hearing upon one week's notice to the City Clerk/Treasurer. Individuals with disabilities requiring auxiliary aids or services should contact the City of Monroe by writing or calling: City of Monroe, City Clerk/Treasurer, 120 E. First St., Monroe, LA 70161, (734) 384-9138. The City of Monroe website address is www.monroemi.gov.

**AGENDA - CITY COUNCIL REGULAR MEETING
MONDAY, MAY 19, 2014
7:30 P.M.**

- I. CALL TO ORDER.**
- II. ROLL CALL.**
- III. INVOCATION/PLEDGE OF ALLEGIANCE.**
- IV. PRESENTATION.**
 - 1. Presentation by the River Raisin Watershed Council.
 - 2. Presentation by Dan Swallow, Director of Economic & Community Development, and Keith Woodcock, Building Official, regarding Rental Housing Inspection and Property Maintenance Code Compliance Programs.
- V. COMMUNICATIONS.** (Communications are referred to city administration for action and report back, unless otherwise noted.)
 - 94 Communication from Donald Kroeger, 433 Toll Street submitting a petition from the property owners adjacent to the easement between CSX Railroad and property owners land to request the drainage ditch be cleaned out and restored to its original size for drainage of storm water off their property at no additional cost to the property owners.
- VI. COUNCIL ACTION.**
 - 92 The communication from the Human Resources Director, reporting back on bids received for a Classification & Compensation Study review of all the non-union and employees groups, excluding public safety, and recommending that Council award a contract for the City's Classification & Compensation Study project to Municipal Consulting Services, Inc. in the amount of \$42,170, and that the Finance Director be authorized to make a budget transfer of \$45,000 from the General Fund Contingency to the Human Resources Department, and further recommending that the Mayor and Clerk-Treasurer be authorized to execute any necessary agreements on behalf of the City of Monroe. It was moved by Council Member Iacoangeli and seconded by Council Member Molenda that item 92 be postponed until the next Regular Council Meeting to give the Attorney time to review the process that was used.
- VII. CONSENT AGENDA.** (All items listed under the Consent Agenda are considered to be routine by Mayor and Council and will be approved by one motion, unless a Council member or citizen requests that an item be removed and acted on as a separate agenda item.)
 - A Approval of the Minutes of the Regular City Council Meeting held on Monday, May 5, 2014, and the Minutes of the Work Session held on Monday, May 12, 2014.

B Approval of payments to vendors in the amount of \$_____.

Action: Bills be allowed and warrants drawn on the various accounts for their payment.

95 Raw Water Pump Station Chlorine Gas Detectors Replacement – Water Department.

1. Communication from the Director of Water & Wastewater Utilities, submitting a quote for the Pointe Aux Peaux Raw Water Pump Station chlorine gas detectors replacement, and recommending that a purchase order in the amount of \$6,715 and a total amount of \$7,000 be encumbered to include a 5% contingency be issued to RS Technical Services, Inc out of Lowell, MI to provide the replacement detectors as outlined in their quote (CO-10835) and that the bid process be waived, and further recommending that the Finance Director be authorized to amend the budget accounts listed to provide the adequate funding for this project up to the amounts shown.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

96 Wastewater Department Collection System Annual Root Treatment Program.

1. Communication from the Director of Water & Wastewater Utilities, reporting back on bids received for its annual collection system root treatment program, and recommending that a purchase order in the amount of \$17,544.04 and a total amount of \$18,500 be encumbered to include a 5% contingency, be awarded to Duke's Root Control, Inc. for tree root chemical treatment of Section 2 in accordance with the bid specifications.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

97 Wastewater Treatment Plant Fiscal Year 2014 – 2015 Chemicals / Sludge Hauling & Disposal Requirements.

1. Communication from the Director of Water & Wastewater Utilities, reporting back on bids received for Cationic Polymer and Liquid Ferric Chloride, for Sludge Hauling at the Monroe Wastewater Treatment Plant, and recommending that the purchase orders be awarded to the following vendors for the estimated chemicals / sludge hauling and disposal requirements at the Wastewater Treatment Plant based on the bid unit prices, and further recommending that the City Manager or his designee be authorized to sign all necessary documents on behalf of the City of Monroe (if needed), Liquid Ferric Chloride, PVS Technologies, Inc., \$16,000; Cationic Polymer, Polydine, Inc., \$64,240; WW Sludge Hauling, S & L Fertilizer Company, \$158,025; and WW Sludge Disposal, Republic Services, \$271,827.50.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

98 Michigan Natural Resources Trust Fund Acquisition Grant Application for the River Raisin Heritage Corridor – East Area.

1. Communication from the Director of Economic and Community Development, submitting an amendment to a previously approved resolution R14-14, agenda item 39, at a Special Meeting on March 26, 2014, to include a specific dollar amount for both the total grant amount request and the local match committed, supporting the Michigan Natural Resources Trust Fund Application for the River Raisin Heritage Corridor East Area Riverfront Connection, and recommending that City Council **amend** its authorization and support for the submittal of a Michigan Natural Resources Trust Fund Acquisition Grant Application for the River Raisin Heritage Corridor Riverfront Connection; in the form of the attached **amended** resolution **which includes specific dollar amounts for both the total grant amount requested and the local match committed.**
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

99 Asbestos and Lead Based Paint Removal Bid.

1. Communication from the Director of Water & Wastewater Utilities, reporting back on bids received for Asbestos and Lead Based Paint Removal as part of the Energy Based Performance Contract, and recommending that a purchase order in the amount of \$27,290 and a total amount of \$44,000 be encumbered to include a 60% contingency, be awarded to Environmental Maintenance Engineers, Inc. out of Inkster, MI for Asbestos and Lead Based Paint Removal as part of the Energy Based Performance contract in accordance with the bid specifications.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

100 Rauch Park Use Approval – Norfolk Southern Railroad Bridge Construction.

1. Communication from the Director of Engineering & Public Services, submitting a request from Ruhlin Company to enter into an agreement with the City of Monroe to use a portion of Rauch Park during the construction of Norfolk Southern Railroad Bridge, and recommending that the attached agreement between the City and the Ruhlin Company for the use of the portion of Rauch Park lying east of Winchester Street be approved, 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.

101 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 Annual Fine Art Fair in conjunction with the 2014 River Raisin Jazz Festival on August 9 & 10, 2014, for 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, 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.

102 East Noble Avenue Resurfacing Funding Contract with MDOT.

1. Communication from the Director of Engineering & Public Services, submitting a proposed resolution delineating the terms of the East Noble Avenue Resurfacing Funding Contract with the Michigan Department of Transportation, MDOT, and recommending that the attached resolution be approved, and that the local share of the costs be appropriated as detailed in the financial information below.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

103 Hydraulic Rescue Tool (Jaws of Life).

1. Communication from the Fire Chief, reporting back on bids received for a Hydraulic Rescue Tool (Jaws of Life) for use in vehicle extrication of crash victims, and recommending that a purchase order in the amount of \$9,819.50 be awarded to Rescue Resources of Rockford, MI for the purchase of one (1) Genesis Rescue System in accordance with the bid specifications.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

- VIII. COUNCIL COMMENTS.
- IX. MAYOR'S COMMENTS.
- X. CITY MANAGER COMMUNICATION.
- XI. CITIZEN COMMENTS
- XII. ADJOURNMENT.

CITY OF MONROE
REGULAR COUNCIL MEETING
MONDAY, MAY 5, 2014

Regular meeting of the City Council of the City of Monroe, Michigan held on Monday, May 5, 2014 at 7:30 p.m. in the City Hall Council Chambers.

Present: Council Members Sisk, Hensley, Iacoangeli, Vining, Molenda and Mayor Clark.

Excused: Council Member Rafko.

Sharon C. Malotky, Deputy City Clerk gave the invocation.

Mayor Clark led the pledge of allegiance to the flag.

Presentation.

Presentation by Barry LaRoy, Director of Water & Wastewater Utilities and Johnson Controls, Inc. Regarding the Monroe Metropolitan Wastewater Facility Energy Performance Based Contracting Services – Final Proposal.

Barry LaRoy, Director of Water & Wastewater Utilities gave a brief synopsis of critical issues at the Monroe Metropolitan Wastewater facility and introduced Dan Mack, John Crawford and Todd Fall with Johnson Controls, Inc., who covered critical improvements measures, facility improvement measures, savings analysis, program benefits and performance contracting process.

Public Hearing.

75 This being the date set to hear public comments on Installation of a New Public Sanitary Sewer – West Fourth Street Between Hubble and Harrison Streets – Special Assessment Resolution Number 2 – Sewer SAD #232, and there being no comments on file in writing in the Clerk-Treasurer's Office, the Mayor declared the hearing open.

There being no persons present commenting and no comments on file in writing in the Clerk-Treasurer's Office, the Mayor declared the public hearing closed.

76 This being the date set to hear public comments on the proposed Ordinance No. 14-002, an ordinance to amend Article I., Municipal Employees' Retirement System, Chapter 296, Section 127-13, and Section 127-51 of the Codified Ordinances of the City of Monroe and there being no comments on file in writing in the Clerk-Treasurer's Office, the Mayor declared the hearing open.

There being no persons present commenting and no comments on file in writing in the Clerk-Treasurer's Office, the Mayor declared the public hearing closed.

Council Action.

76 It was moved by Council Member Molenda and seconded by Council Member Hensley that Proposed Ordinance No. 14-002, an ordinance to amend Article I., Municipal Employees' Retirement System, Chapter 296, Section 127-13, and Section 127-51 of the Codified Ordinances of the City of Monroe be placed on the floor for its final reading.

Ayes: 7 Nays: 0

Motion carried.

Proposed Ordinance No. 14-002 was then presented for the second time after which the Mayor asked, "Shall this Ordinance pass?"

Ayes: 7 Nays: 0

Motion carried.

Consent Agenda.

A. Approval of the Minutes of the Regular City Council Meeting held on Monday, April 7, 2014, the Minutes of the Work Session held on Wednesday, April 16, 2014 and the Minutes of the Regular City Council Meeting held on Monday, April 21, 2014.

B. Approval of payments to vendors in the amount of \$907,690.56.

Action: Bills be allowed and warrants drawn on the various accounts for their payment.

78 Bed Race to Aid Children Banner Request.

1. Communication from the City Manager's Office, reporting back on a request from the Bed Race to Aid Children for permission to display a banner across Monroe Street from September 1 – 22, 2014, announcing The Bed Race to Aid Children, and recommending approval of the request.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

79 Monroe Missionary Baptist Church Banner Request.

1. Communication from the City Manager's Office, submitting a request from the Monroe Missionary Baptist Church for permission to display a banner across Monroe Street from August 11 – 16, 2014, announcing their summer festival, and recommending approval of the request.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

80 Annual Bed Race to Aid Children in Monroe County.

1. Communication from the City Manager's Office, submitting a request from the Bed Race Committee for permission to hold the annual charity bed race to aid needy children in Monroe County on September 21, 2014 (rain date September 28) and to close East First Street between South Monroe and South Macomb Streets and Washington Street between East Front and East Second Streets from 8:00 a.m. – 6:00 p.m., and recommending that Council approve the request contingent upon items being met as outlined by the administration, subject to no additional overtime or other costs to the city in accordance with City Council adopted policy, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

81 Wastewater Treatment Plant – West Centrifuge Primary Cyclo Gear Repairs Bid.

1. Communication from the Director of Water & Wastewater Utilities, reporting back on bids received for completing the repairs on the West Centrifuge Primary Cyclo Gear at the Wastewater Treatment Plant, and recommending that a purchase order in the amount of \$14,197 and a total amount of \$15,000 be encumbered to include a 5% contingency, be awarded to Alfa Laval Ashbrook Simon-Hartley, Inc out of Houston, TX for completing the West Centrifuge Primary Cyclo Gear Repairs in accordance with their quote.

2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 82 Installation of New Public Sanitary Sewer – West Fourth Street Between Hubble and Harrison Streets – Special Assessment Resolution Number 3 – Sewer SAD #232.
1. Communication from the Director of Engineering & Public Services, submitting Resolution No. 3 which is a determination of public necessity of this project, and authorizes the Engineering Department to secure bids for the work, and recommending that attached Resolution 3 be adopted, declaring this project to be a public necessity, and that the Engineering Department be authorized to seek bids for the work.
 2. Supporting documents.
 3. Action: Accept, place on file and the resolution be adopted.
- 83 Raw Water Pump Station Variable Frequency Drive Replacement – Water Department.
1. Communication from the Director of Water & Wastewater Utilities, submitting a quote to replace a variable frequency drive (VFD) at the Pointe Aux Peaux Raw Water Pump Station, and recommending that a purchase order in the amount of \$17,610 and a total amount of \$18,500 be encumbered to include a 5% contingency be issued to McNaughton-McKay Electric Company out of Madison Heights, MI to provide for the VFD replacement equipment as outlined in their quote (QK06X0087A) dated April 22, 2014 and that the bid process be waived, and further recommending that Council authorize the Director of Water & Wastewater or his designee to be authorized to sign all necessary documents on behalf of the City of Monroe (if needed).
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 84 Street Sweeper Gear Box Replacement.
1. Communication from the Director of Engineering & Public Services, submitting quotes for repairs to the gear box on the 2001 Athey Street Sweeper, and because this unit is important for daily usage and the formal bid process would delay repair for at least two (2) weeks longer than necessary, it is recommended that a purchase order be awarded to Lecal Equipment, Inc. in the amount of \$5,415.15, and that the competitive bidding process be waived for this purchase.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 85 Half Street Block Party.
1. Communication from the City Manager's Office, submitting a request from the residents and families of Half Street for permission to hold a block party on May 17, 2014, to close the 400 block of Half Street between Fourth Street and the cemetery from 2:00 p.m. – 11:00 p.m., and recommending Council approve the request contingent upon items being met as outlined by the administration, **subject to no additional overtime or other costs to the city**, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 86 Trinity Lutheran Church Neighborhood Picnic.
1. Communication from the city Manager's Office, submitting a request from Valerie Parron on behalf of Trinity Lutheran Church for permission to hold their annual neighborhood picnic on September 6, 2014, close the

affected street from 9:30 a.m. – 3:00 p.m. and use of the City of Monroe Parking Lot for overflow parking, and recommending that Council approve the request contingent upon items being met as outlined by the administration, **subject to no additional overtime or other costs to the city**, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.

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

87 Alzheimer's Association – Annual Walk to End Alzheimer's.

1. Communication from the City Manager's Office, submitting a request from the Alzheimer's Association for permission to hold the Annual Walk to End Alzheimer's at St. Mary's Park on September 20, 2014 at 9:00 a.m., with use of the bandshell, electricity, and that all fees to use St. Mary's park be waived, and recommending that Council approve this request contingent upon items being met as outlined by the administration, subject to costs recovery & fee waivers in accordance with City Council adopted policy, **with no reduction in fees to use St. Mary's Park**, 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.

88 Downtown Development Authority Movie Night.

1. Communication from the City Manager's Office, submitting a request from the Downtown Development Authority to hold a Movie Night on August 22, 2014, at dusk, to use Loranger Square and Washing Street to show a G-PG rated movie, close the affected streets, use of two sets of bleachers, electricity, and that the fees are waived, and recommending that Council approve the request contingent upon items being met as outlined by the administration 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.

89 Energy Performance Based Contracting Services – Resolution Wastewater Department.

1. Communication from the Director of Water & Wastewater Utilities, submitting a resolution to formally recommend that the County of Monroe enter into the Performance Contract with Johnson Controls, Inc to complete the overall improvement project and name the City of Monroe as Authorized Agent, and recommending that City of Monroe approve the attached resolution recommending that the County of Monroe enter into a Performance Contract with Johnson Controls, Inc. and to proceed with selling appropriate bonds up to a maximum amount of \$12,500,000 in accordance with the above resolutions and contracts before the June 16, 2014 allocation expiration date so as to provide overall project funding once all final contract approvals have been obtained, and further recommending that the Finance Director be authorized to pay for project cost overages above the \$10.5 million State of Michigan Qualified Energy Conservation Bond allocation with Wastewater Reserves up to \$100,000.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

90 Michigan High School Fishing State Tournament Championship, The Bass Federation.

1. Communication from the Recreation Manager, submitting a request to hold the Michigan High School Fishing State Championship Fishing Tournaments at Hellenberg Park on June 21 & 22, 2014 to highlight the River Raisin and expand tourism opportunities, and recommending that Council enter into a contract with

The Bass Federation for the 2014 Michigan High School Fishing State Championship to be held at Hellenberg Park on June 21 & 22, 2014 for a price totaling \$1,000 according to the attached contract.

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

91 Western Avenue Water Main Replacement and Resurfacing – Change Order.

1. Communication from the Director of Engineering & Public Services, submitting a change order to the Western Avenue water main replacement and resurfacing work, and recommending that Council award a change order to the Western Avenue / Huron Street Water Main Replacement and Resurfacing project for water main and resurfacing work on Winston Court and Western Avenue from Winston Court to Huron Street to Salenbien Trucking and Excavating, Inc. in the amount of \$323,340.85, that a total of \$372,000 be encumbered to include a 15% project contingency, and that the Finance Director be authorized to allocate the necessary funding to the appropriate fiscal year as needed from either Water Fund reserves or the Local Street Fund balance, and further recommending that the Director of Engineering & Public Services be authorized to sign a change order for this work on behalf of the City of Monroe.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

92 Classification & Compensation Study.

1. Communication from the Human Resources Director, reporting back on bids received for a Classification & Compensation Study review of all the non-union and employees groups, excluding public safety, and recommending that Council award a contract for the City's Classification & Compensation Study project to Municipal Consulting Services, Inc. in the amount of \$42,170, and that the Finance Director be authorized to make a budget transfer of \$45,000 from the General Fund Contingency to the Human Resources Department, and further recommending that the Mayor and Clerk-Treasurer be authorized to execute any necessary agreements on behalf of the City of Monroe.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

93 Emergency Repairs of Engine 1.

1. Communication from the Fire Chief, submitting a request for emergency repairs to Engine 1, frontline fire suppression vehicle, and recommending that Council confirm the administrative decision to perform an emergency direct purchase and approve a payment to West Shore Fire in the amount of \$12,245.68.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

It was moved by Council Member Molenda and seconded by Council Member Sisk that items 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91 and 93 of the Amended Consent Agenda be approved as presented and that item 92 be removed and considered separately.

Ayes: 7 Nays: 0

Motion carried.

92 The communication from the Human Resources Director was presented, reporting back on bids received for a Classification & Compensation Study review of all the non-union and employees groups, excluding public safety, and recommending that Council award a contract for the City's Classification & Compensation Study project to Municipal Consulting Services, Inc. in the amount of \$42,170, and that the Finance Director be authorized to make a budget transfer of \$45,000 from the General Fund Contingency to the Human Resources Department, and further

recommending that the Mayor and Clerk-Treasurer be authorized to execute any necessary agreements on behalf of the City of Monroe.

Council Member Sisk said he has a couple of questions for Peggy Howard, Director of Human Resources. He asked if she could give him the date of the bid and who was present when the bids were opened.

Peggy Howard, Director of Human Resources said that the bids came into the Clerk's Office on Friday, April 4th by 4:30 p.m. She said that she thinks Mrs. Malotky may have received both of them, but wasn't sure. She said the Clerk's Office did receive both and that one of the bids was opened. She was not sure if they were both opened when they were dropped off at the Human Resources Department because she was out of the office.

Council Member Sisk questioned if we're in compliance with our purchasing policy. He said the policy states that the bids shall be opened in public at the time and place designated in the notice of bids request. He said that place is the Clerk's Office in the presence of the Clerk-Treasurer, a representative of the Finance Department and when possible the head of the department most closely concerned with the subject of the contract. He said he spoke with Michelle J. LaVoy, Clerk-Treasurer this morning to ask if she was present at the opening of the bids and she said that she was not. He said that there are checks and balances to everything, whether federal, state or local government and if the Clerk was not present we are not in compliance with our policy and said he will not support this item under these circumstances and said he thinks it should be rebid.

Mayor Clark asked who was present when the bids were opened.

Peggy Howard, Director of Human Resources said that she does not know.

Mayor Clark asked Sharon Malotky, Deputy City Clerk if she knew who opened the bids and she said no, to her knowledge the bids were not in the Clerk's Office.

George Brown, City Manager said this is a professional services proposal, that we call a lot of things bids and that pricing is one of the factors we look at with professional services but there is a distinction between requests for proposals and requests for bids. He said the proposal itself said that they were due by 4:00 p.m. on April 4th to the Clerk-Treasurer's Office but it did not describe a closed bid, bid opening process. He said certainly we would have had the prerogative to bring a recommendation to consider only one proposal under professional services contract but that they did not do that, they put it out on the government vendor website, MITN and sent an email to three (3) firms that they knew do this kind of work just to give them a heads up that it was on that website.

Tom Ready, Attorney said this is the first he's heard of it and he would like to have the opportunity to review our purchasing ordinance, review the request for proposals, review the bids themselves and for that reason he would request and suggest that this matter be postponed until the next regular Council Meeting.

Council Member Sisk said he agrees with that request.

Ed Sell, Finance Director said the Finance Department is responsible for the advertising of bids and proposals and their normal process is to put them on the Michigan Intergovernmental Trade Network, MITN a website where vendors can look to see the City's bids and if they sign up they receive an automatic email if a bid happens to hit their vendor code. He explained that in this case it was advertised on MITN and if a department wants the vendor to receive a direct email they do that as well but not in this case. He said that Ms. Howard emailed it to some vendors. He explained that with requests for proposals, which is what this, there is not a public bid opening because it doesn't make a lot of sense, there's more to that bid than the price, it's not always an equal proposal, it's not always an equal product and there is a lot more that goes into deciding who is going to get the bid or proposal than just the price. He continued, for that reason proposals are not mailed to the Clerk's Office, they're sent directly to the department of

origin and they will open them there at the specified time. He said that has been standard procedure, most of the time, not to have a public opening on request for proposals.

Mayor Clark said that the question is, are we in compliance with the purchasing policy.

Council Member Sisk noted that when a resident pulls a permit at the building department, we make them follow all rules and regulations, and asked should we answer to a regulation less than that. He said he thinks not. He noted that the regulation says specifically what we are supposed to, and therefore we are not in compliance considering the wording in this policy. He said we should live up to our own policy. He further stated that we are no different than the public so we need to follow regulations too. He said that in the policy there is no sub paragraph, a, b or c that states under these circumstances we don't have to comply.

Following lengthy discussion, it was moved by Council Member Iacoangeli and seconded by Council Member Molenda that item 92 be postponed until the next Regular Council Meeting to give the Attorney time to review the process that was used.

Ayes: 7 Nays:0

Motion carried.

Council Comments.

Council Member Sisk said that at the last meeting Council approved the repair of the traffic light at Roessler and Front Streets and he would like to know if the city employees someone who could have done the repair aside from replacing the poles which is usually a Detroit Edison job.

Patrick Lewis, Director of Engineering & Public Services said that many of the repairs and single component replacements are often done internally but we have had a fairly high degree of staff turnover in the last few years so we don't have the expertise we used to have. He said it was an extensive repair job and it's been 15 years since we last hung a complete intersection. He explained, part of what factored into that decision was the need to get the job done quickly amidst priorities that Council has set for them along with priorities that they set for themselves. He said that they have been aggressively working on the parks to get them ready for the season so rather than spending a week or more attempting the work, a contractor was essentially able to complete it in one (1) day's time.

Council Member Sisk said that answers his question and noted that on the evening the item was presented to Council; he did not give it enough thought because there was so much going on during the meeting. He said as he looks back on it, when he used to work for the city, Mr. Wagner did this work on many occasions so he cannot believe that we couldn't have had the work done in house for a fraction of the cost and probably completed sooner than the 10-12 days the lights were out.

Patrick Lewis, Director of Engineering & Public Services said it was down 13 days but they had to wait on Edison to replace the pole. He apologized to Council for having to bring that item to them at the last minute and he is happy to report that the cost for repair was less than half than the upper limit of what he requested.

Council Member Sisk said that he went to Mr. Wagner's home on Sunday to ask if he could have done that job and the answer was, yes he could have. He said that we have city employees who may have special skills/talents who do not work at DPS and we can utilize them in those situations. He said over the years he grew to respect Mr. Wagner's skills and abilities and looking for skills within our employee staff should be our focus before looking in another direction.

Patrick Lewis, Director of Engineering & Public Services said that DPS has a certified electrician who is the present operations supervisor, Dave Tubbs, and was also the electrical inspector at city hall for a number of years. He said

no one on the supervisory staff felt that they should try and do the work internally given what they had on their plates already and given the price it would have been, at best, break even.

Council Member Iacoangeli asked Mr. Lewis how many employees are on staff at DPS.

Patrick Lewis, Director of Engineering & Public Services said there are 15 Teamsters, two (2) supervisory personnel, one (1) superintendent, one (1) clerical position at city hall and ½ of his position is budgeted there.

Council Member Iacoangeli clarified that in 2007 there were probably 30 personnel there.

Patrick Lewis, Director of Engineering & Public Services said mid to upper 30's.

Council Member Iacoangeli said he understands Council Member Sisk's concern about using our personnel but he appreciates that the department jumped on the situation quickly because the community had a lot of things going on with the rail crossing closed for a while, then the downed traffic signal and construction on Monroe Street. He said sometimes you have to go outside to get matters taken care of in a timely matter. He asked Mr. Brown or Mr. Swallow when blight and rental inspection presentation will be brought to Council.

George Brown, Manager said that the rental inspection, property maintenance and blight compliance presentation was moved to the next meeting because we didn't know how long the Energy Performance Presentation would take tonight.

Council Member Molenda noted that Mother's Day is this weekend and on Saturday, May 10th, 9:00 a.m. to 4:00 p.m. and Sunday, May 11th, 9:00 a.m. to 3:00 p.m. is the 14th Annual Mother's Day Plant & Garden sale to benefit the Humane Society of Monroe County at the Thrift Store on South Telegraph Road, for questions call 734-240-0562.

Mayor Comments.

Mayor Clark recognized Bill LaVoy, State Representative and said he will invite him to speak after his comments. He noted in reference to the Roessler Street traffic signal project; to compare personnel availability and resources from 2007 to today and how the duties get reassigned and changed, staff could have done it of course, but time and availability to do it are factors. He agrees that we would like to look at our personnel to do the work when they can. He reminded everyone that May is Motorcycle Awareness Month and please be cautious and look for motorcyclists when driving. He reiterated that the blight presentation will be on the next agenda as well as a presentation from the River Raisin Watershed Council. He thanked the residents who came to the Comcast Care Days at the ALCC and noted that DDA is planting their flower pots this weekend for those who would like to purchase flowers at the 14th Annual Mother's Day Plant & Garden sale and bring them downtown to plant. He noted that MASA has given the city a check for \$503 to be placed in the Recreation fund for the time they're given on the city's soccer fields. He commented on agenda item 90, the Michigan High School Fishing State Tournament Championship at Hellenberg Park on June 21 & 22 and thanked the Recreation Department for bringing in a variety of events and programs to our Recreation programs. He commented on the student exchange with our sister city in Hofu, Japan and that interviews are being given for high school students. For those who are interested call the Monroe International Friendship Association, MIFA at 734-755-6767 or City Hall at 734-384-9144.

Bill Lavoy, 225 Maywood, State Representative said that after serving close to ¾ of his term, he appreciates what Mayor and Council do with the decisions they have to make some of the issues they wrestle with because it is the same at the State level. He said he is here to correct some information that was given at the last Council meeting by a Representative from another part of the County and to speak about Personal Property Tax Reform which is on the ballot in August not in November. He said that for those who are interested in the State wide ballot proposals and their status, there is a PDF on line at www.michigan.gov/sos Secretary of State Website. He said to search for ballot proposal initiatives. He said that the latest release is dated April 2014 and it references Public Act 80 of 2014, which

is the Business Personal Property Tax Reform. He explained that Personal Property Tax is a business tax not a home owner tax and that the reform will remove the tax assessment for businesses that is paid to the state and then passed through the local governments to fund essential services. He further explained that by removing the tax completely it could hit some funding for fire and police and other essential services. He said that he tried to get uniform language put into the Bills because it was a hodge podge of different Bills. The reform will remove the liability for businesses with \$80,000 or less of personal property tax liability and replace it with a six percent use tax. He said it also allows for 100% reimbursement for essential city services like police and fire. He noted that the initial proposal was for 80% and many in the legislature worked very hard to try and get 100% because they thought that with the cuts in revenue sharing over the last few years it was very important to get 100% instead of doing yet another cut in revenue sharing to local governments. He said if the Bill fails then the Personal Property Tax remains in place as is currently and if you have questions, please contact his office. He said road funding has been discussed and he's submitted proposals, worked with Patrick Lewis to get some priority road funding proposals in and state revenue sharing amounts that were discussed at a prior meeting and said it appears there will be increases in revenue sharing to local governments. He noted that he is hopeful on the road funding proposals, and the last one that went through in December 2013 was a political process unfortunately but he said he is getting some assurances that may not be the case this next time.

Mayor Clark thanked Mr. LaVoy and noted that Mr. LaVoy will be at City Hall on Monday May 19th, in the First Floor Conference Room to meet with residents to answer questions at 6:30 p.m.

Citizen's Comments.

Adam Yeager, 1833 South Custer Road commented on an article he read in the paper about a water & sewage rate increase and asked about rate comparisons to Toledo and Detroit.

Barry LaRoy, Director of Water & Wastewater Utilities said he doesn't have Detroit's water rates but their suburb rates are much higher than ours and Toledo's in city rates are very competitive but they sell water outside to South County Water and they pay about \$4.30 per cubic foot and city residents pay \$1.51. He said our sewer rates are very competitive, they're about half way in the pack but we've had significant improvements so our rates had to be increased to pay for the debt service.

Council Member Iacoangeli said he thinks we need to compare water rates all to other utility costs, telephone, television, etc., because his quarterly water and sewer bill is less than one month's Comcast bill and said he thinks that would be across the board throughout the city.

Mayor Clark said his monthly landline bill is almost to the same rate of his quarterly water/sewer bill.

Pat McElligott, 813 Reisig Street was shocked to read that water rates are being increased because of decreased water usage and said that was the same reason used the last time the rates were increased. He commented on the pamphlet that was distributed to residents regarding the blight issue and talked about ways to address the problem.

Kim Hooper, 7670 Wadding, Onsted, Michigan spoke on behalf of the Bed Race to Aid Children and said last year's event raised enough money to provide 135 beds to the children in Monroe County along with blankets, pillows, a book to read at night and a stuffed animal included with each bed. He noted that the cost is \$200 per bed and thanked Mayor Council for their support.

Mayor Clark said the Bed Race to Aide Children will be on September 21st in Loranger Square, 8:00 a.m. - 6:00 p.m.

David Heilman, 1026 Fairway Court said he works for Coldwell Banker Haynes and they are sponsoring a Fine Art Memorabilia Auction Fundraiser to raise money in support of young people at the Arthur Lesow Community Center

on Saturday, May 17th at the Quality Inn on North Dixie Highway and the ticket price is \$30. Tickets can be purchased at Coldwell Banker Real Estate on Telegraph Road or call Mr. Heilman at 242-8484.

City Manager's Comments.

George Brown, City Manager spoke regarding the downed traffic light on Roessler and Front Streets and noted that journeyman electricians can do some repair and replacement but to install new and/or replace a system the state generally requires a masters license and the employee mentioned earlier has not obtained his masters.

Adjournment.

It was moved by Council Member Iacoangeli and seconded by Council Member Hensley that the meeting adjourn at 8:50 p.m. until the Regular Meeting on Monday, May 19, 2014 at 7:30 p.m.

Ayes: 7 Nays: 0

Motion carried.

Sharon C. Malotky
Deputy City Clerk

Robert E. Clark
Mayor

**CITY OF MONROE
COUNCIL WORK SESSION
MONDAY, MAY 12, 2014**

Work Session of the City Council of the City of Monroe, Michigan held on Monday, May 12, 2014 at 6:00 p.m. in the City Hall Council Chambers.

Present: Council Member Rafko, Hensley, Vining and Mayor Clark.

Excused: Council Member Sisk and Iacoangeli.

Absent: Council Member Molenda.

Also Present: George Brown, City Manager
Tom Ready, Attorney
Tom Moore, Director of Public Safety
Manuel Hoskins, Fire Chief
Joe Mominee, Deputy Director of Public Safety
Ed Sell, Finance Director

Mayor Clark explained that this Work Session was scheduled to follow up on public safety staff configuration and this session is being taped for the benefit of the two Council Members who were unable to attend. He said that Tom Moore, Director of Public Safety will begin and a presentation will be given by Manuel Hoskins, Fire Chief.

George Brown, City Manager said that Council recently passed a budget for fiscal year 2014-15 and part of that discussion, as Council worked their way through work sessions, hearings and adoption, was to have the Public Safety Management team prepare detailed information on Public Safety staffing, Medical Emergency Response and Fire.

Tom Moore, Director of Public Safety & Chief of Police said that the Public Safety model right now is just a snapshot in time and said we're roads ahead of where we were at the onset of this concept but we're not at the end result by any means. He said as we move forward this concept will change and evolve to an ultimate goal of the best service for the citizens of the City of Monroe.

Manuel Hoskins, Fire Chief gave a PowerPoint presentation that covered staffing recommendations for Firefighters/Paramedics, and SUV, EMS vehicle, running orders and summertime staffing.

Following discussion, Mayor Clark declared the meeting adjourned at 7:01 p.m.

Michelle J. LaVoy
Clerk-Treasurer

Robert E. Clark
Mayor

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
0000000023	ACR BUSINESS SYSTEMS LLC S19297	FULL FLEX COPIER MAINTENANCE AGREEMENT	56.00		
TOTAL FOR: ACR BUSINESS SYSTEMS LLC			56.00		
0000000019	AKT PEERLESS ENVIRONMENTAL SERVICES 35692	PROJECT MANAGEMENT SERVICES 4/1 - 4/29/14	750.00		
TOTAL FOR: AKT PEERLESS ENVIRONMENTAL SERVICES			750.00		
MISC	ALAIR, MEREDITH & LINDA 05/15/2014	GEE DRIVE/GLENDALE COURT - FINAL COSTS	147.66		
TOTAL FOR: ALAIR, MEREDITH & LINDA			147.66		
MISC	ALFRED, GERALD 05/15/2014	MASON RUN LIGHTING-REVISED/ACTUAL COSTS	60.60		
TOTAL FOR: ALFRED, GERALD			60.60		
0000004814	AMERICAN SANITATION & SEWER INC 12224	MUNSON PARK PORTABE TOILETS & CLEANING	495.00		
	12231	PORTABLE TOILET AIRPORT 5/4 - 6/4/14	70.00		
TOTAL FOR: AMERICAN SANITATION & SEWER INC			565.00		
0000000106	B&L OFFICE MACHINES 11961	DRUM	38.95		
TOTAL FOR: B&L OFFICE MACHINES			38.95		
MISC	BEEKER, LARRY & SHARON (TR) 05/15/2014	SEWER 234-REFUND AFTER ACTUAL COSTS REC'	166.35		
TOTAL FOR: BEEKER, LARRY & SHARON (TR)			166.35		
MISC	BICA, JAMES & BONNIE 05/15/2014	SEWER 234- ACTUAL FIGURES RECEIVED	166.35		
TOTAL FOR: BICA, JAMES & BONNIE			166.35		
MISC	BLACK, JO ANN 05/15/2014	SEWER 234 REFUND - REVISED FIGURES	166.35		
TOTAL FOR: BLACK, JO ANN			166.35		
MISC	BLACKMORE, KIMBERLY 5/8/14	REFUND GIRLS JUNIOR & COED T BALL	56.70		
TOTAL FOR: BLACKMORE, KIMBERLY			56.70		
MISC	BRIGGS, PHILLIP C & KATHLEEN A (TR) 05/15/2014	STORM SEWER #234 - REFUND	166.35		
TOTAL FOR: BRIGGS, PHILLIP C & KATHLEEN A (TR)			166.35		
MISC	BROWN, DWIGHT & SALLY				

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
	05/15/2014	SEWER DIST #233 - REDUCED ASSESSMENT	40.16		
TOTAL FOR: BROWN, DWIGHT & SALLY			<u>40.16</u>		
MISC	CALKINS, RICHARD 5/5/14	REFUND BOYS RIVER RAISIN TRAVEL TEAM	36.00		
TOTAL FOR: CALKINS, RICHARD			<u>36.00</u>		
MISC	CAROLLO, MARK & SUSAN 05/15/2014	SEWER 234 - REDUCTION IN ASSESSMENT	166.35		
TOTAL FOR: CAROLLO, MARK & SUSAN			<u>166.35</u>		
000006547	CHEMTRADE CHEMICALS COPORATION 90642344	LIQUID ALUMINUM SULFATE PURCHASE	3,414.30		
	90645400	LIQUID ALUMINUM SULFATE PURCHASE	3,439.80		
TOTAL FOR: CHEMTRADE CHEMICALS COPORATION			<u>6,854.10</u>		
MISC	CICERO, COREY 05/15/2014	MASON RUN LIGHTING-REVISED/ACTUAL COSTS	35.50		
TOTAL FOR: CICERO, COREY			<u>35.50</u>		
000000204	CINTAS CORPORATION 306 306161205	SHOP TOWEL FOLDED RED	62.70		
	306161206	BLACK MATS	194.17		
TOTAL FOR: CINTAS CORPORATION 306			<u>256.87</u>		
000005900	CINTAS FIRST AID & SAFETY #325 5001251775	MEDICAL SUPPLIES	94.91		
TOTAL FOR: CINTAS FIRST AID & SAFETY #325			<u>94.91</u>		
MISC	CLARK, LLOYD J & PAMELA J 05/15/2014	SEWER 234-REFUND - DUE TO ACTUAL COSTS	166.35		
TOTAL FOR: CLARK, LLOYD J & PAMELA J			<u>166.35</u>		
000000286	CLASSIC SOUNDS 5/5/14	COURT DANCE MAY 29 2014	250.00		
TOTAL FOR: CLASSIC SOUNDS			<u>250.00</u>		
000000288	COCA-COLA BOTTLING CO OF MICHIGAN 5086000707	VENDING SUPPLIES	256.56		
TOTAL FOR: COCA-COLA BOTTLING CO OF MICHIGAN			<u>256.56</u>		
000000296	COMPREHENSIVE RISK SERVICES INC 5/14/14	REIMBURSE CRS DISBURSEMENTS 3 3637 - 3640	2,708.74		
TOTAL FOR: COMPREHENSIVE RISK SERVICES INC			<u>2,708.74</u>		
000000299	CONSUMERS ENERGY				

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
	0023 0414	1000 0023 0449 6544 E ALBAIN 4/9 - 5/9/14	493.07		
	2644 0414	1000 2644 0816 15756 KEEGAN 4/8 - 5/7/14	201.92		
	2947 0414	1000 2947 2964 5537 E DARTMOOR 4/10 - 5/9/14	34.63		
	2952 0414	1000 2952 1166 15075 S DIXIE 4/9 - 5/8/14	354.84		
	2976 0414	1000 2976 1499 5450 POPLAR 4/10 - 5/9/14	48.76		
	6043 0414	1000 6043 7702 14946 S DIXIE 4/10-5/9/14	30.75		
TOTAL FOR: CONSUMERS ENERGY			1,163.97		
0000006494	CRYSTAL FLASH				
	759152	CONOCO POWER TRAN FLUID	542.11		
	772589	ASSESSOR VEHILCE FUEL 4/16 - 4/30/14	17.63		
	772590	BUILDING DEPT VEHICLE FUEL 4/16 - 4/30/14	213.10		
	772591	D P S VEHICLE FUEL 4/16 - 4/30/14	2,101.70		
	772592	ENGINEERING VEHICLE FUEL 4/16 - 4/30/14	225.09		
	772593	FIRE DEPT VEHICLE FUEL 4/16 - 4/30/14	762.65		
	772594	POLICE VEHICLE FUEL 4/16 - 4/30/14	4,886.70		
	772595	WASTEWATER VEHICLE FUEL 4/16 - 4/30/14	725.16		
	772596	WATER DEPT VEHICLE FUEL 4/16 - 4/30/14	1,442.55		
TOTAL FOR: CRYSTAL FLASH			10,916.69		
0000000325	CULLIGAN				
	85014	BOTTLE WATER SERVICE 222 JONES AVE	43.25		
TOTAL FOR: CULLIGAN			43.25		
MISC	DIETRICH, VIRGINIA L (TR)				
	05/15/2014	SEWER 234 - REFUND AFTER ACTUAL COSTS	166.35		
TOTAL FOR: DIETRICH, VIRGINIA L (TR)			166.35		
000000359A	DTE ENERGY				
	0732-8 04/14	0000-0732-8 PHONE BOOTHS 4/1/14 - 4/30/14	21.86		
TOTAL FOR: DTE ENERGY			21.86		
0000004955	KATHRYN E DUVENDACK				
	5/6/14	ELECTION INSPECTOR TRAINING	25.00		
	5/6/14	ELECTION INSPECTOR ASST CHAIR	150.00		
TOTAL FOR: KATHRYN E DUVENDACK			175.00		
0000006065	DYKEMA GOSSETT PLLC				
	1571639	MONTHLY RETAINER & DISBURSEMENTS	5,030.80		
TOTAL FOR: DYKEMA GOSSETT PLLC			5,030.80		
0000000417	EARTH WORKS CONCRETE & EXCAVATING				
	4/13/14	DEMOLITION AND ASBESTOS ABATEMENT OF 914 E FIRST STREET-	7,900.00		
TOTAL FOR: EARTH WORKS CONCRETE & EXCAVATING			7,900.00		

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
0000000429	EMPCO INC 3301	V692 WASTEWATER PLANT OPERATOR	174.00		
TOTAL FOR: EMPCO INC			174.00		
000000463B	FIFTH THIRD BANK				
	03/27/2014	BOX OF COLILERT 18.	917.03		
	03/27/2014	BATTERY CORE EXCHANGE.	(2.00)		
	03/27/2014	DDA TELEPHONE	44.82		
	03/27/2014	SILICONE/CLEAR ELASTOM	11.96		
	03/27/2014	PARKING FOR PLANNING CONF IN LANSING, MI	10.00		
	03/27/2014	IMAGIN REGISTRATION	285.00		
	03/27/2014	LOCK, LABOR	83.35		
	03/27/2014	KNOB, RE-KEY	217.16		
	03/27/2014	3/8 TOOL & BITS	33.69		
	03/27/2014	MISC ITEM	20.00		
	03/27/2014	(734) 384-9616 AIRPORT PHONE 3/1-31/14	155.72		
	03/27/2014	ZINC ORTHO PROJECT.	308.74		
	03/27/2014	UPS BATTERIES	61.98		
	03/27/2014	DDA OFFICE SUPPLIES	177.99		
	03/28/2014	APAPTERS, GASKETS. ZINC ORTHO PROJECT	121.76		
	03/28/2014	AIR GAUGE	15.09		
	03/28/2014	DTE BILL 3561 S CUSTER 2/18 - 3/19/14	2,604.89		
	03/28/2014	DTE BILL 438 JEROME ST 2/19 - 3/20/14	61.25		
	03/28/2014	DTE BILL 5555 BALDWIN RD 2/17 - 3/18/14	30.68		
	03/28/2014	DTE BILL 3000 LEWIS AVE, 2/14 - 3/17/14	47.16		
	03/28/2014	POSTAGE FOR EQUIPMENT REPAIR	8.60		
	03/28/2014	GROUND LIGHTS FOR E-1	431.10		
	03/28/2014	TRUCK WASH	269.68		
	03/28/2014	GREAT STUFF BIG GAP FILLER	8.58		
	03/28/2014	SEMINAR/LAB	125.00		
	03/28/2014	CONTRACTED DOCUMENT SHREDDER SERVICE	55.00		
	03/28/2014	DRILL CNT SINK SET	47.19		
	03/28/2014	HEATER CORE #50-05	91.48		
	03/28/2014	PLAYSCAPE WOOD	137.60		
	03/28/2014	SCREW BENCH CHAIN VISE	196.06		
	03/29/2014	TABLECLOTH FOR DISPLAY AT MCCC JOB FAIR	18.01		
	03/29/2014	2012 MECCHANICAL CODE BOOKS	376.00		
	03/29/2014	PATS PERSONAL- REIMBURSED CITY W/CHECK	40.01		
	03/29/2014	COMCAST INTERNET 3/20-4/19/14 VENTOWER	94.85		
	03/31/2014	BRAIDED METAL HOSE	109.38		
	03/31/2014	(8) 3/4"X 100' CLEAR TUBING FOR HOSE-UPS	912.00		
	03/31/2014	INFRARED ACTIVATOR FOR R900	105.00		
	03/31/2014	2" DROP IN RUBBER GASKETS	61.15		
	03/31/2014	YEARLY SUBSCRIPTION THOMSON REUTERS	247.56		

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF MONROE
EXP CHECK RUN DATES 05/06/2014 - 05/19/2014
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID
PRELIMANRY REPORT

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
	03/31/2014	UNIFORMS FOR NEW RECRUIT ERIC HARRIS	380.50		
	03/31/2014	3/16 UNIONS FOR STOCK	16.45		
	03/31/2014	DOME LIGHT	50.95		
	03/31/2014	DTE BILL 2750 N CUSTER 2/24 - 3/25/14	235.43		
	03/31/2014	DTE BILL 120 E FIRST 2/24 - 3/25/14	3,245.22		
	03/31/2014	DTE BILL 1410 S RAISINVILLE 2/18- 3/19/14	156.29		
	03/31/2014	DTE BILL 36 WASHINGTON 2/20 - 3/21/14	649.75		
	03/31/2014	DTE BILL 922 N DIXIE 2/21 - 3/24/14	241.04		
	03/31/2014	DTE BILL 1000 S RAISINVILLE 2/18- 3/19/14	177.85		
	03/31/2014	DTE BILL 1323 E FRONT 12/19/13 - 3/24/14	29.28		
	03/31/2014	DTE BILL 1309 E FRONT 12/19/13 - 3/24/14	29.28		
	03/31/2014	DTE BILL 35 W FRONT 2/20 - 3/21/14	547.97		
	03/31/2014	DTE BILL 222 JONES AVE 2/20 - 3/21/14	2,078.50		
	03/31/2014	DTE BILL 1299 E FRONT 12/19/13 - 3/24/14	29.28		
	03/31/2014	DTE BILL 548 AIRPORT 2/24 - 3/25/14	248.52		
	03/31/2014	DTE BILL 600 AIRPORT 2/24 - 3/25/14	220.49		
	03/31/2014	DTE BILL 400 AIRPORT 2/24 - 3/25/14	77.07		
	03/31/2014	DTE BILL 546 AIRPORT 2/24 - 3/25/14	253.07		
	03/31/2014	DTE BILL 540 AIRPORT 2/24 - 3/25/14	844.62		
	03/31/2014	DTE BILL 141 E FRONT 2/24 - 3/25/14	66.44		
	03/31/2014	DTE BILL 2226 N CUSTER 2/24 - 3/25/14	34.05		
	03/31/2014	DTE BILL 2770 N CUSTER 2/24 - 3/25/14	57.81		
	03/31/2014	#406 STOP LEAK- RAD.	165.45		
	03/31/2014	#330 BRAKES- SWITCH WITH ABOVE STATEMENT	6.89		
	03/31/2014	#304 RADIATOR	136.29		
	03/31/2014	#339 BATTERY	84.99		
	03/31/2014	FINANCE-ADD MACH ROLLS, TIMESHEET, PAPER	47.07		
	03/31/2014	COPY-GREEN PAPER, 6X9&9X12 ENVELOPES	39.42		
	03/31/2014	PUMP FOR SAMPLE STATION	74.73		
	03/31/2014	CORP ADAPTER FITTINGS (NO LEAD)	980.00		
	03/31/2014	5-1/4" MAIN VALVE BOX	170.00		
	03/31/2014	12"X 12" A.C REPAIR CLAMP	860.00		
	03/31/2014	(4) 6"X 12" A.C REPAIR CLAMP WITH 2" TAP	788.00		
	03/31/2014	(4) 6" HY-MAX	820.00		
	03/31/2014	(2) 6"X 12" REPAIR CLAMP WITH 2" TAP	310.00		
	03/31/2014	14" DIAMOND BLADE FOR SAW	86.75		
	03/31/2014	DIGGING TEETH FOR EXCAVATOR BUCKET	38.13		
	03/31/2014	SHIPPING	12.95		
	03/31/2014	OFFICE SUPPLIES	53.05		
	03/31/2014	APPRAISAL SOFTWARE	411.00		
	03/31/2014	SHIPPING/DO PROBE	14.86		
	03/31/2014	CHECK VALVE, BUSHING. ZINC ORTHO PROJECT	66.60		
	03/31/2014	FUSES	37.89		

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF MONROE
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PRELIMANRY REPORT

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
	04/01/2014	LAMPS FOR CITY HALL	490.20		
	04/01/2014	COLD PATCH	1,000.00		
	04/01/2014	REFUND FOR DOUBLE BILLING	(69.36)		
	04/01/2014	GLOVES, GRIT CLOTH	104.42		
	04/01/2014	MONTHLY SUBSCRIPTION CRIME REPORTS	99.00		
	04/01/2014	PRINTING PAPER	152.60		
	04/01/2014	PAPER, PRINTER INK, PAPER TRIMMER	132.60		
	04/01/2014	3/4" COPPER HORN	669.25		
	04/01/2014	LAUNDRY DETERGENT	63.68		
	04/01/2014	BOARD OF CONTROL	63.71		
	04/01/2014	FLOAT VALVE	64.67		
	04/01/2014	FASTENERS	23.33		
	04/01/2014	MALE ADAPTER, PVC PIPE. ZINC ORTHO PROJE	99.79		
	04/01/2014	CURRENT TRANSFORMERS - PUMP #7.	231.77		
	04/01/2014	MARCH COPIER CHARGES.	54.85		
	04/01/2014	INK JET PRINTER	183.00		
	04/01/2014	RECIP SAW BLADES FOR EXTRACATION SAW	58.95		
	04/01/2014	ADVANCED CPFIM TRAINING REGISTRATION	270.00		
	04/02/2014	RETURN OF GROUND LIGHTS FROM E-1	(431.10)		
	04/02/2014	TOILET TISSUE	47.88		
	04/02/2014	MULTI FOLD TOWELS	61.23		
	04/02/2014	BRASS HOSE UP FITTINGS,CABLE TIES	79.73		
	04/02/2014	BRASS HOSE UP FITTINGS	325.20		
	04/02/2014	(3) PROPANE CYLINDERS WITH FILL	145.41		
	04/02/2014	SAWZALL BLADES,MEASURING TAPE	37.98		
	04/02/2014	PENS,PAPER, BULLETIN BOARD, INK, CLIPS,	892.94		
	04/02/2014	DTE BILL 1060 LAVENDER 2/26 - 3/26/14	207.20		
	04/02/2014	DTE BILL 1510 NADEAU 2/27 - 3/27/14	216.84		
	04/02/2014	DTE BILL 817 N TELEGRAPH 2/24 - 3/25/14	113.78		
	04/02/2014	DTE BILL 5 N ROESSLER 2/26 - 3/26/14	35.92		
	04/02/2014	DTE BILL 2700 N CUSTER 12/20/13- 3/27/14	29.28		
	04/02/2014	DTE BILL 205 W ELM 2/26 - 3/26/14	103.84		
	04/02/2014	DTE BILL 601 AVE DE LAFAYETTE 2/27-3/27	123.79		
	04/02/2014	DTE BILL 1296 N MONROE 2/24 - 3/25/14	310.21		
	04/02/2014	DTE BILL 1962 TETON 2/26 - 3/26/14	59.07		
	04/02/2014	DTE BILL 1385 W ELM 1/24 - 3/26/14	82.16		
	04/02/2014	DTE BILL 1886 N MONROE 2/27 - 3/27/14	176.98		
	04/02/2014	DTE BILL 1242 BATES 2/26 - 3/26/14	251.68		
	04/02/2014	DTE BILL 119 LAVENDER 2/26 - 3/26/14	89.33		
	04/02/2014	DTE BILL 1047 MAPLE 2/25 - 3/26/14	172.15		
	04/02/2014	DTE BILL 1704 STEWART 2/26 - 3/26/14	74.85		
	04/02/2014	#392 FUEL PUMP & TANK STRAPS	497.68		
	04/02/2014	#392 FUEL PUMP CORE RETURN	(40.00)		

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	04/02/2014	#311 MUD GUARDS	63.98		
	04/02/2014	TRANS PAN #1036	69.40		
	04/02/2014	OXYGEN	13.05		
	04/02/2014	MUFFINS FOR BOARD OF CONTROL	38.94		
	04/03/2014	#540 REAR SPRING	251.33		
	04/03/2014	RED FLAG VERIFICATIONS	139.35		
	04/03/2014	DMRQA34 LAB TESTING	635.10		
	04/03/2014	FIRST AID KIT SUPPLIES.	78.15		
	04/03/2014	SUPPLIES FOR EASTER EGG HUNT	710.00		
	04/03/2014	PIPE FOR ZINC ORTHO PROJECT.	78.71		
	04/03/2014	TAPE, ELBOWS, PLUG	18.04		
	04/03/2014	KNOB, RE-KEY, LABOR	217.16		
	04/03/2014	VACUUM PUMP REPAIR KIT	72.29		
	04/03/2014	SHIM STOCK ROLL	67.77		
	04/03/2014	TEST LEADS FOR METER	14.98		
	04/03/2014	REFUND FOR RETURNED ITEM	(49.99)		
	04/03/2014	FAX LINE FOR METER SHOP	58.48		
	04/03/2014	SOUTHEASTERN CHIEF ASS - MEMBERSHIP	40.00		
	04/03/2014	TRANS FILTER/GASKET #1036	22.69		
	04/03/2014	FAN RELAY FOR #5019	163.09		
	04/03/2014	COOLING FAN #50-19	271.03		
	04/03/2014	HEATER FANS.	68.06		
	04/04/2014	DTE BILL 1755 N CUSTER 2/24 - 3/25/14	235.43		
	04/04/2014	DTE BILL 5590 GRANDVIEW DR 3/5 - 3/31/14	379.78		
	04/04/2014	SMALL & LRG TRASH LINERS	140.60		
	04/04/2014	RUBBERBANDS AND TYPEWRITER RIBBON	24.47		
	04/04/2014	HELMET EAGLES	106.99		
	04/04/2014	NFPA CERT. PLANS EXAMIMER PRACTICUM	19.99		
	04/04/2014	COUNCIL BEVERAGES	29.65		
	04/04/2014	COPY PAPER	30.52		
	04/04/2014	FOLDING POCKET NATURE GUIDES	58.55		
	04/04/2014	SIGN MATERIAL	245.63		
	04/04/2014	WALL PLATE AND STORAGE BOXES	13.69		
	04/04/2014	PRINTER SUPPLIES	65.01		
	04/04/2014	MEDICAL GLOVES	155.70		
	04/04/2014	REPLACEMENT HOSE FOR E-1 FOAM	32.46		
	04/04/2014	DTE BILL 5492 MARSHALL FIELD 3/3 - 3/31	106.05		
	04/04/2014	DTE BILL 8430 N TELEGRAPH 3/3 - 3/31/14	220.67		
	04/04/2014	DTE BILL 6395 PTE AUX PEAUX 3/3- 3/31/14	246.37		
	04/04/2014	DTE BILL 415 JONES 2/20 - 3/21/14	31.58		
	04/04/2014	DTE BILL 7202 N TELEGRAPH 3/3 - 3/31/14	351.87		
	04/04/2014	DTE BILL 7620 N TELEGRAPH 3/3 - 3/31/14	273.22		
	04/04/2014	DTE BILL 1060 SUNSET 3/1 - 3/29/14	5,897.32		

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	04/05/2014	WORK BOOTS	200.00		
	04/05/2014	MISC LAB	892.09		
	04/05/2014	HEADLAMP	44.98		
	04/07/2014	FULE FILTER ENG 2 FIRE	11.29		
	04/07/2014	COMPUTER POINTER AND BATTERIES	49.80		
	04/07/2014	TIERAP, HEX NUTS, PIN CLIPS, CAP SCRWS	176.68		
	04/07/2014	HEATER CORE RETURN 50-05	(91.48)		
	04/07/2014	OVERNIGHT POSTAGE-REFUNDED BY POST OFFIC	45.80		
	04/07/2014	KEYED ENTRY LEVER	63.97		
	04/07/2014	COLD PATCH	1,000.00		
	04/07/2014	FUNERAL FLOWERS KNABUSCH	50.00		
	04/07/2014	#215 EMERGENCEY LIGHTS	340.07		
	04/07/2014	TABLECLOTH CC WORK SESSION	14.98		
	04/07/2014	GENERATOR SCADA BATTERY.	24.99		
	04/07/2014	HOSE, SWIVELS, COUPLINGS, ETC.	28.33		
	04/07/2014	TUBE, BAR	19.48		
	04/07/2014	RECYCLE CONTAINERS	19.96		
	04/07/2014	PAPER TOWELS	53.00		
	04/08/2014	LAMPS FOR CITY HALL	285.12		
	04/08/2014	DISH SOAP/BATH CLEANER	29.52		
	04/08/2014	BOLTS	10.33		
	04/08/2014	SHIFTER CABLE 50-25	51.90		
	04/08/2014	REFUND FOR RETURNED ITEMS	(37.23)		
	04/08/2014	FASTENERS FOR SIGNS	63.72		
	04/08/2014	BOLTS FOR BANNERS	72.49		
	04/08/2014	COFFEE/DONUTS MEETING W/OUTSIDE AGENCIES	22.32		
	04/08/2014	FIRE EXT. ANNUAL INSPECTION	581.00		
	04/08/2014	NICAD BATTERY FOR TOOLS, ETC.	70.94		
	04/08/2014	HOSE REPAIR	21.45		
	04/08/2014	BATTERY STOCK	389.96		
	04/08/2014	ENG. 1 DOME LIGHTS	50.95		
	04/08/2014	ELECTRICAL OUTLET	4.49		
	04/08/2014	WEIGHT BAR LOCK COLLARS FOR WEIGHT ROOM	38.57		
	04/09/2014	VENDING SUPPLIES	121.64		
	04/09/2014	REPLACEMENT PRINT HEADS - OFFICE PRINTER	546.60		
	04/09/2014	ICE PICK TURBIDITY UNIT CALIBRATION	272.79		
	04/09/2014	COLD PATCH	1,000.00		
	04/09/2014	FASTENERS	15.78		
	04/09/2014	SHOP SUPPLIES	11.67		
	04/09/2014	ENG. 3 FRONT TIRES	950.00		
	04/09/2014	OIL, FUEL, COOLANT FLTS, MFD ENG 3	42.34		
	04/09/2014	AIRFARE-GFOA CONFERENCE-MINNEAPOLIS	332.00		
	04/09/2014	FLOWMETER FOR STILL	49.20		

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	04/09/2014	DUMPSTER SERVICE APRIL 2014	781.40		
	04/09/2014	MMSC DUMPSTER SERVICE APRIL 2014	440.15		
	04/09/2014	2 QT PLAST BATTERY JUG	13.99		
	04/09/2014	PENCILS & COPY PAPER	55.98		
	04/09/2014	SPEED SENSOR #190	49.99		
	04/09/2014	STRUTS FRONT/REAR BRAKES #190	581.43		
	04/09/2014	INVENTORY- FILTERS	45.58		
	04/09/2014	CREDIT FOR PRINTER FUSER ASSEMBLY - FIRE	(94.99)		
	04/10/2014	#1050 WATER DEPT. SPEEDOMETER	708.20		
	04/10/2014	ENG. 3 RADIATOR	710.00		
	04/10/2014	ENG. 3 REAR TIRES	789.14		
	04/10/2014	#635 & 636 BROOM & ELEV. BEARINGS	335.38		
	04/10/2014	MFR TRAINING NATIONAL REGISTRY TEST	65.00		
	04/10/2014	CANON N7055 COPIER MAINT. 3/6-4/7/14	187.42		
	04/10/2014	CENTURYLINK LONG DISTANCE MARCH 2014	2.45		
	04/10/2014	CENTURYLINK LONG DISTANCE MARCH 2014	23.42		
	04/10/2014	CENTURYLINK LONG DISTANCE MARCH 2014	18.12		
	04/10/2014	CENTURYLINK LONG DISTANCE MARCH 2014	13.19		
	04/10/2014	CENTURYLINK LONG DISTANCE MARCH 2014	112.40		
	04/10/2014	CENTURYLINK LONG DISTANCE MARCH 2014	2.45		
	04/10/2014	CENTURYLINK LONG DISTANCE MARCH 2014	7.35		
	04/10/2014	CENTURYLINK LONG DISTANCE MARCH 2014	11.17		
	04/10/2014	CENTURYLINK LONG DISTANCE MARCH 2014	12.15		
	04/10/2014	CENTURYLINK LONG DISTANCE MARCH 2014	2.52		
	04/10/2014	CENTURYLINK LONG DISTANCE MARCH 2014	4.93		
	04/10/2014	MISC	39.90		
	04/10/2014	HAND TOOLS FOR DOWNTOWN CLEAN-UP	213.56		
	04/10/2014	CHAIN FOR SWEEPER	82.73		
	04/10/2014	WORK PANTS PROPERTY OFFICER BROOKS	54.49		
	04/10/2014	RELIEF VALVE PARTS	293.24		
	04/10/2014	DISPOSABLE TEST TUBE PLUGS	133.40		
	04/10/2014	HOUR METERS - F.T. 1 & 3 DRIVES	65.51		
	04/10/2014	COMCAST INTERNET 3/26-4/25/14 W FIRE	114.85		
	04/10/2014	COMCAST INTERNET 3/22-4/21/14 WATER PLAN	94.85		
	04/11/2014	COLD PATCH	1,000.00		
	04/11/2014	COFFEE CREAMER FILTERS	32.91		
	04/11/2014	MFR TRAINING NATIONAL REGISTRY TEST	65.00		
	04/11/2014	RELAY. GENERATOR BUILDING UNIT HEATER.	59.76		
	04/11/2014	ASCO SOLENOIDS FOR STILL	161.69		
	04/11/2014	CREDIT	(80.25)		
	04/11/2014	SHIPPING/PANEL FOR REPAIR	12.08		
	04/11/2014	HOLE SAW	80.25		
	04/11/2014	KEYS	4.60		

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	04/11/2014	HARD COPY TRAFFIC CRASH REPORT FORMS	34.06		
	04/11/2014	WATER LINE PROJECT EVIDENCE TECH ROOM	173.32		
	04/11/2014	FIRE EXTINGUISHER RECHARGE AND TESTING	70.80		
	04/11/2014	NOTEPAD SCREEN SUPPORTS FOR CAR COMPUTER	90.36		
	04/11/2014	BOLT ON CIRCUIT BREAKER	12.42		
	04/11/2014	CREDIT AMOUNT OVERCHARGE CIRCUIT BREAKER	(9.31)		
	04/11/2014	COPIER - QUARTLEY MAINTENANCE BILLING	29.70		
	04/11/2014	INFRARED THERMOMETER	62.63		
	04/11/2014	AIR REGULATORS & BRACKETS	121.04		
	04/11/2014	SWAY BAR LINKS #190	81.16		
	04/11/2014	POLICE CAR TIRES	916.08		
	04/11/2014	CHAMBER LUNCHEON	30.00		
	04/11/2014	CORE CREDIT	(125.00)		
	04/11/2014	GAS VALVE. GENERATOR BUILDING HEATER.	179.66		
	04/12/2014	PUMP STATION PHONE	59.22		
	04/12/2014	FLUORIDE ELECTRODE	736.81		
	04/13/2014	MONTHLY CONTRACT FEE SATELLITE TV	60.99		
	04/14/2014	APPRAISER CONTINUING EDUCATION	200.00		
	04/14/2014	PRACTICE .223 AMMUNITION PATROL RIFLES	421.67		
	04/14/2014	BLACK PIPE NIPPLES	13.44		
	04/14/2014	BLACK PIPE NIPPLES, BUSHINGS.	4.48		
	04/14/2014	WRENCH SET	119.99		
	04/14/2014	EYEBOLTS, SPRING SNAP	25.54		
	04/14/2014	EYEBOLT, SPRING SNAP, HOOK BOLT, J BOLT	20.92		
	04/14/2014	ACETYLENE, OXYGEN	42.23		
	04/14/2014	HARDWARE FOR FLAGS	76.89		
	04/14/2014	POSTAGE TO SEND GAUGE FOR RECALIBRATION	12.90		
	04/14/2014	WATER LINE PROJECT - EVIDENCE TECH ROOM	55.91		
	04/14/2014	FLUX FOR COPPER TUBE - WATER LINE PRJCT	1.32		
	04/14/2014	COPY PAPER, BINDER CLIPS, BINDERS	179.23		
	04/14/2014	COPY PAPER	(40.18)		
	04/14/2014	4 IN 1 FITTING BRUSH	11.99		
	04/14/2014	WHITE LITHIUM SPRAY GREASE	202.84		
	04/14/2014	POSTAGE RETURNED FLUORIDE PROBE	6.15		
	04/14/2014	#1032 WATER DEPT. SLEEVE	19.59		
	04/14/2014	INVENTORY	15.69		
	04/14/2014	#1032 FRONT END PARTS	406.75		
	04/15/2014	BUILT IN SENSOR	51.67		
	04/15/2014	BALLAST FOR CONTROL ROOM LIGHT	25.75		
	04/15/2014	OFFICE WATER	65.70		
	04/15/2014	COLD PATCH	1,000.00		
	04/15/2014	EXCESS WASTE DISPOSAL MARCH 2014	319.70		
	04/15/2014	TRANSCEIVER	450.30		

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	04/15/2014	FASTNER WALL,LAVSTRAINERS,DRAIN CLEANER	22.86		
	04/15/2014	WATER - CASS CERTIFICATION	60.20		
	04/15/2014	SS SCREWPIN ANCHOR	873.80		
	04/15/2014	LS DEGREASER	458.71		
	04/15/2014	NEW BATTERY FOR COMMAND VEHICLE	144.99		
	04/15/2014	2 TIRES #1032	265.20		
	04/15/2014	SHOP TOOL	48.99		
	04/15/2014	OIL FILTERS FOR STOCK	22.38		
	04/15/2014	CAPSCREWS, FNDR/BMPR SHIELD RETAINER	40.23		
	04/15/2014	PRACTICE .223 AMMUNITION PATROL RIFLES	760.00		
	04/15/2014	PARTS-WATERLINE PROJECT EVDENC TECH ROOM	32.45		
	04/15/2014	BATHROOM URINAL SUPPLIES	18.03		
	04/15/2014	CONTROL ROOM BALLASTS AND LAMPS	74.22		
	04/16/2014	SHIPPING CHARGE.	7.02		
	04/16/2014	MISC	10.89		
	04/16/2014	#1032 MUFFLER MAN	198.71		
	04/16/2014	#635/636 PARTS	733.80		
	04/16/2014	RTU HEATER CONNECTORS	69.00		
	04/16/2014	SUPPLIES FOR STATION ORDERED BY SGT TRU	163.00		
	04/16/2014	BATTERIES, FLASH LIGHT BULB.	11.98		
	04/16/2014	FAUCET CONECTOR, REPAIR KIT, FITTINGS	27.98		
	04/16/2014	OFFICE SUPPLIES	123.75		
	04/16/2014	GENERATOR FOR SIGN TRUCK	999.99		
	04/16/2014	FAUCET WRENCH	10.64		
	04/16/2014	DRIVER WINDOS #50-17	40.00		
	04/16/2014	PARALLEL PCIE HOST CARD - ED SELL	26.99		
	04/16/2014	OFFICE SUPPLIES	92.73		
	04/16/2014	4 TIRES #1003	502.00		
	04/16/2014	#635 BROOM ADJ. WRENCH	37.99		
	04/16/2014	COMCAST CABLE TV 3/1-31/14 DPS	23.02		
	04/16/2014	COMCAST INTERNET 3/1-31/14 DPS	84.85		
	04/16/2014	SURGE STRIP	13.99		
	04/16/2014	FLUORIDE ELECTRODE	835.06		
	04/17/2014	BASIN WRENCH, SILLCOCK KEY, BOILER DRAIN	45.24		
	04/17/2014	AIR & OIL FILTERS-MPD MOTORCYCLES	287.44		
	04/17/2014	PRACTICE .223 AMMUNITION PATROL RIFLES	760.00		
	04/17/2014	SILLCOCK, GRAPHITE PACKING	18.45		
	04/17/2014	HEX KEY SET,SCREWDRIVER SET,BOILER DRAIN	115.93		
	04/17/2014	SHIPPING CHARGES FOR TRANSCEIVER	7.18		
	04/17/2014	MISC	228.76		
	04/17/2014	REGISTRATION FOR TMACOG	20.00		
	04/17/2014	KEYS	9.20		
	04/17/2014	TOILET PAPER, BROOM	72.80		

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	04/17/2014	DTE BILL 4357 BURKE 2/2/ - 3/28/14	448.84		
	04/17/2014	DTE BILL 2850 HARBORVIEW 2/28 - 3/28/14	2,513.64		
	04/17/2014	DTE BILL 4603 SYCAMORE 2/28 - 3/28/14	516.38		
	04/17/2014	#5017 BRAKES	125.67		
	04/17/2014	OIL FILTERS FOR STOCK	20.70		
	04/17/2014	2 TIRES FOR UNIT #1050	768.30		
	04/17/2014	ROCKER MOULDING & CLIPS #215	188.33		
	04/17/2014	PWR STEERING PUMP & PULLEY 50-08	251.03		
	04/17/2014	ALTERNATOR 50-17	492.88		
	04/17/2014	COPIER PAPER	68.98		
	04/17/2014	CLOCK REPAIR	9.35		
	04/17/2014	(5) 22" MONITORS	824.95		
	04/18/2014	BEARING & SHAFT	275.27		
	04/18/2014	CALIBRATION OF 4 GAS MONITOR	358.35		
	04/18/2014	#5007 BRAKES	125.67		
	04/18/2014	SHOP TOOL	58.99		
	04/18/2014	TIRES FOR STOCK (POLICE VEHICLES)	916.08		
	04/19/2014	MONTHLY INTERNET - RTM, CAMERAS	105.00		
	04/21/2014	COLD PATCH	1,000.00		
	04/21/2014	CARTRIDGE ELKAY	32.58		
	04/21/2014	MUD FLAPS-STOCK	94.76		
	04/21/2014	SUPPLIES FOR THE FIRE STATION	161.25		
	04/21/2014	DIAPHRAGMS FOR SCREEN WASH PUMPS	323.78		
	04/21/2014	DRINKING WATER FOR FIRE APPARATUS	19.45		
	04/21/2014	TIRES H2O DEPT. #1022	337.60		
	04/22/2014	ENVELOPES & GREEN PAPER	42.06		
	04/22/2014	COUNCIL PICTURE FRAMING	5.30		
	04/22/2014	FLUORESCENT LAMPS	54.60		
	04/22/2014	LUNCH ROOM HEATER REPAIR.	85.27		
	04/22/2014	MISC. HARDWARE	73.45		
	04/22/2014	#365 OIL FILTER	3.45		
	04/22/2014	WEED KILLER AND RESPIRATOR	61.23		
	04/22/2014	RT & LEFT REB & CALP W/HD #199	100.18		
	04/22/2014	APPROVED WORK APPAREL	45.97		
	04/22/2014	PLANT PHONE/FAX/INTERNET	113.48		
	04/23/2014	MIRROR & COVER 50-18	146.02		
	04/23/2014	CORE RETURN	145.00		
	04/23/2014	BACKFLOW PREVENTER REPAIR KIT	251.85		
	04/23/2014	FLUORESCENT LAMP SOCKETS	14.30		
	04/23/2014	RUST REFORMER	6.99		
	04/23/2014	LANIER LD255 COPIER MAINT. 2/28-3/29/14	67.40		
	04/23/2014	FOUNTAIN REPAIR ITEMS @ MUNSON	30.38		
	04/23/2014	MISC FITTINGS / LOTUS & MUNSON FOUNTAINS	153.17		

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	04/23/2014	SUNSET STATION/THERMAL UNIT	400.32		
	04/23/2014	DOOR LOCK SET AND LAMPS FOR MUNSON BALL	35.83		
	04/23/2014	REPAIR PARTS FOR PARKS	42.43		
	04/23/2014	GRASS SEED	42.95		
	04/23/2014	GRASS SEED, RATCHET TIE DOWN	75.99		
	04/23/2014	FORGED RING ASSY. #409 #539	26.76		
	04/23/2014	FILTERS-STOCK	56.88		
	04/23/2014	BIKE JACKET SAMPLE SIZING FOR BIKE UNIT	339.97		
	04/23/2014	COPIER MAINTENANCE AND SUPPLIES	49.93		
	04/23/2014	#199 TRAILER PLUG	14.68		
	04/23/2014	LIQUID SMOKE FOR FIRE TRAINING FOR PSO'S	123.40		
	04/23/2014	ENGINE WIRELESS	81.98		
	04/23/2014	ENGINE WIRELESS	44.53		
	04/24/2014	OSB WOOD	62.94		
	04/24/2014	FOOD FOR CPC WORK SESSION ON 4/24/14	67.17		
	04/24/2014	BRILLIANCE S BERRY 2" TREE	125.00		
	04/24/2014	DASH VALVE #1050	307.52		
	04/24/2014	DASH VALVE #1050: REBILL	290.11		
	04/24/2014	CREDIT	(307.52)		
	04/24/2014	SMART DUMBELL, CLOSET J-PUDS	26.53		
	04/24/2014	FASTENERS, SPRING SNAP, EYEBOLT	15.14		
	04/24/2014	BLEACH, LIGHT BULBS	5.98		
	04/24/2014	COLORANT FOR MUNSON POND	119.96		
	04/24/2014	WEIGHT LIFTING HEX BAR FOR WEIGHT ROOM	168.86		
	04/24/2014	PARKING BRAKE SOLENOID #636	55.27		
	04/24/2014	MEMBERSHIP IN AICP, APA AND MAP- DAN S.	465.00		
	04/24/2014	FILLER CAP/EYEWASH HEAD/EYEWASH STATION	117.48		
	04/24/2014	7/WAY BRACKET	28.14		
	04/24/2014	WIRELESS IN CAR MODEM SERVICE FEES	614.85		
	04/24/2014	LIQUINOX DETERGENT, 100 ML CYLINDERS	241.05		
	04/25/2014	CASE OF LIQUINOX	218.36		
	04/25/2014	BUSINESS & INDUSTRY LUNCHEON	18.00		
	04/25/2014	(734) 384-9616 AIRPORT PHONE 4/1-30/14	149.97		
	04/25/2014	RESERVATION DEPOSIT FOR MSPE CONFERENCE	100.00		
	04/25/2014	AIR FILTER #FIRE CHIEF EXPLORER	7.39		
	04/25/2014	STORAGE BOXES	17.45		
	04/25/2014	1"FLAREDBALL CORP,1"COMPRESSIONCURBSTOP	212.00		
	04/25/2014	SAND	37.50		
	04/25/2014	COPY PAPER, POST-IT NOTES, SHARPIES	63.79		
	04/25/2014	MAINTENANCE SUPPLIES, TRUCK OIL.	14.27		
	04/25/2014	DDA TELEPHONE	39.76		
	04/25/2014	FUEL-PRISONER TRANSPORT ROSCOMMON COUNTY	54.75		
	04/25/2014	MURIATIC ACID FOR FLOOR CLEANING	15.98		

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	04/25/2014	CREDIT - RETURNED FLUORIDE ELECTRODE	(726.30)		
	04/26/2014	FOR CENTRIFUGE	139.32		
	04/26/2014	SCOREBOARD PARTS	29.97		
	04/26/2014	SCOREBOARD PARTS	39.82		
	04/26/2014	ASUS TABLET - JERRY ROBERTS	393.86		
	04/27/2014	EQUIPMENT FOR FIRE TAGS PER CHIEF	37.62		
TOTAL FOR: FIFTH THIRD BANK			<hr/> 88,402.41		
MISC	FIRST AMERICAN TITLE INSURANCE CO 05/15/2014	2014 SUMER TAX OVERPAYMENT-19-00128-000	213.72		
TOTAL FOR: FIRST AMERICAN TITLE INSURANCE CO			<hr/> 213.72		
MISC	GARDNER, MARK 4/29/14	REFUND GIRLS SANDLOT LEAGUE	27.00		
TOTAL FOR: GARDNER, MARK			<hr/> 27.00		
0000006231	GRACE LUTHERAN CHURCH 5/8/14	RENTAL - \$20.00 JANITORIAL / \$35.00 USE OF HALL	55.00		
TOTAL FOR: GRACE LUTHERAN CHURCH			<hr/> 55.00		
0000000531	GRAND TRUNK WESTERN RAILROAD INC 91045979	MI SIGNAL & GATES PUBLIC CROSSING	9,028.00		
	9500133907	SEWER UNDERCROSSING	48.00		
TOTAL FOR: GRAND TRUNK WESTERN RAILROAD INC			<hr/> 9,076.00		
0000006524	GRATTON CONSTRUCTION CO INC 11751	ZINC ORTHOPHOSPHATE TANK REMOVAL AND REPLACEMENT	39,047.00		
TOTAL FOR: GRATTON CONSTRUCTION CO INC			<hr/> 39,047.00		
0000000559	GSMSHRM 1/1/2014	2014 GSMSHRM ANNUAL DUES PEGGY HOWARD	60.00		
TOTAL FOR: GSMSHRM			<hr/> 60.00		
MISC	HARRINGTON, GEOFFREY M SR 05/15/2014	SEWER ASSESS #234 - REFUND	166.35		
TOTAL FOR: HARRINGTON, GEOFFREY M SR			<hr/> 166.35		
0000006391	HEALTH MANAGEMENT SYSTEMS OF AMERIC 6970514	EMPLOYEE ASSISTANT PROG ADJUSTED TO ACTUAL	222.11		
TOTAL FOR: HEALTH MANAGEMENT SYSTEMS OF AMERIC			<hr/> 222.11		
MISC	HERINGHAUSEN, JENNIFER 5/12/14	REFUND FOR BOYS MINOR - NO COACH	26.10		
TOTAL FOR: HERINGHAUSEN, JENNIFER			<hr/> 26.10		
0000000591	HERKIMER RADIO SERVICE				

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
	79502	RADIO SERVICE AGREEMENT JULY 2013 - 2014	356.54		
TOTAL FOR: HERKIMER RADIO SERVICE			<u>356.54</u>		
000006554	HUBBELL, ROTH & CLARK INC 128805	SOUTH MONROE STREET LANE RECONFIGURATION STUDY	9,904.99		
TOTAL FOR: HUBBELL, ROTH & CLARK INC			<u>9,904.99</u>		
MISC	IACOANGELI, DAN & TERESA TEAGUE 05/15/2014	SEWER 234 - REFUND AFTER ACTUAL COSTS	166.35		
TOTAL FOR: IACOANGELI, DAN & TERESA TEAGUE			<u>166.35</u>		
000006185	JAY'S SEPTIC TANK SERVICE 246917	SOLDIERS / SAILORS PARK HANDICAP UNIT MAY 2014	125.00		
TOTAL FOR: JAY'S SEPTIC TANK SERVICE			<u>125.00</u>		
000000689	CARDNO JFNEW 63617 63734	FISH PASSAGE PHASE 2 CONSULTANT AWARD PER 11/7/11 COUNCIL FISH PASSAGE PHASE 2 CONSULTANT AWARD PER 11/7/11 COUNCIL	4,516.00 2,070.60		
TOTAL FOR: CARDNO JFNEW			<u>6,586.60</u>		
000005923	JOHNSON & ANDERSON, INC. 37402 37403	SURVEYOR FEE THRU APRIL 26 ENGINEER VI FEES THROUGH APRIL 26	190.00 2,050.00		
TOTAL FOR: JOHNSON & ANDERSON, INC.			<u>2,240.00</u>		
000003551	KRAUS CUSTOM IMPRESSIONS C6572	REGULAR & WINDOW ENVELOPES ASSESSOR OFFICE	120.00		
TOTAL FOR: KRAUS CUSTOM IMPRESSIONS			<u>120.00</u>		
000000731	KUSHNER & COMPANY INC. 48869	COBRA & FSA ADMINISTRATION FEE	260.10		
TOTAL FOR: KUSHNER & COMPANY INC.			<u>260.10</u>		
000000746	LAROY DOOR & CONTRACTING 38367	COMMERCIAL SERVICE CALL 222 JONES	207.00		
TOTAL FOR: LAROY DOOR & CONTRACTING			<u>207.00</u>		
000000753	LECKLER'S INC 73682	X300 LAWN TRACTOR	3,099.00		
TOTAL FOR: LECKLER'S INC			<u>3,099.00</u>		
000003617	PAUL MCGINNIS 5/12/14	APPLIED HYDRAULICS COURSE / MSU SUPERVISORY MANAGEMNT	745.00		
TOTAL FOR: PAUL MCGINNIS			<u>745.00</u>		
000003795	MEADOWBROOK INC				

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
	109556	RENEWAL POLICY # STP102515	3,123.98		
TOTAL FOR: MEADOWBROOK INC			3,123.98		
0000000627	MERCY MEMORIAL HOSPITAL 2600000019 4/30	EMPLOYEE PHYSICALS	488.00		
TOTAL FOR: MERCY MEMORIAL HOSPITAL			488.00		
0000000930	MICHIGAN GAS UTILITIES 4506115-7 0414	MICHIGAN GAS ALLOCATION	4,713.31		
TOTAL FOR: MICHIGAN GAS UTILITIES			4,713.31		
MISC	MICHIGAN WEEK COMMITTEE 5/14/14	2014 MINUTEMEN AWARDS BREAKFAST	60.00		
TOTAL FOR: MICHIGAN WEEK COMMITTEE			60.00		
0000001142	STATE OF MICHIGAN AS 365706	EXTRA WIDTH RESURFACING PARKING LANES	22,583.51		
TOTAL FOR: STATE OF MICHIGAN			22,583.51		
0000005289	MID-AMERICA SPORTS ADVANTAGE 305217-00	BATTER'S BOX PADS JOX BOX	698.71		
TOTAL FOR: MID-AMERICA SPORTS ADVANTAGE			698.71		
MISC	MILLER, LARRY & ANNETTA 05/15/2014	SEWER 234 REFUND - REVISED ASSESSMENT	166.35		
TOTAL FOR: MILLER, LARRY & ANNETTA			166.35		
0000000846	MONROE COUNTY COMMUNITY COLLEGE 812674	2014 BUSINESS & INDUSTRY LUNCHEON	36.00		
	812675	2014 BUSINESS & INDUSTRY LUNCHEON	18.00		
TOTAL FOR: MONROE COUNTY COMMUNITY COLLEGE			54.00		
0000000848	MONROE COUNTY DRAIN COMMISSION 5/14/14	SOIL EROSION PERMIT WESTERN AVE	200.00		
	5/14/14	SOIL EROSION PERMIT WEST FOURTH	200.00		
	5/14/14	SOIL EROSION PERMIT NOBLE AVE	400.00		
	55 2ND SUPPLEMN	DR MASON RUN ASSESSMENT PRE -PAID	96,320.00	46772	05/08/2014
TOTAL FOR: MONROE COUNTY DRAIN COMMISSION			97,120.00		
0000005684	COUNTY OF MONROE PRINTING 314-576-33	BUSINESS EMERGENCY INFORMATION 6 PAGES COLLATED	192.25		
TOTAL FOR: COUNTY OF MONROE PRINTING			192.25		
0000000843	MONROE COUNTY TREASURER 5/8/14	COUNTY DUE TO / FROM	6,618.98		

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF MONROE
EXP CHECK RUN DATES 05/06/2014 - 05/19/2014
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID
PRELIMANRY REPORT

Vendor Code	Vendor Name	Description	Amount	Check #	Check Date
TOTAL FOR: MONROE COUNTY TREASURER			6,618.98		
0000000870	MONROE INDUSTRIAL SUPPLY CO				
	38-114	SCOTT WIPE ALL & WHITE MOP HANDLE #83	115.10		
	38-151	FRONT & REAR SQUEEGE BLADES AUTO SCRUBBERS	44.00		
TOTAL FOR: MONROE INDUSTRIAL SUPPLY CO			159.10		
0000000877	MONROE PUBLISHING CO				
	41438	APRIL 2014 DISPLAY ADVERTISING	2,181.38		
TOTAL FOR: MONROE PUBLISHING CO			2,181.38		
MISC	MONROE REAL ESTATE				
	05/15/2014	WATER REFUND	123.59		
TOTAL FOR: MONROE REAL ESTATE			123.59		
0000000882	MONROE SPORTS VARSITY ATHLETIC				
	3463	ASSORTED COLOR T SHIRTS FLAG FOOTBALL	279.50		
TOTAL FOR: MONROE SPORTS VARSITY ATHLETIC			279.50		
000000838B	CITY OF MONROE				
	FIR10001 0314	FIR -000100-0000-01 100 E FIRST 04/11/2014	9.90		
	FIR1401 0314	FIR -000014-0000-01 14 E FIRST 4/11/14	23.49		
	FIR31701 0314	FIR -000317-0000-01 317 E FIRST 0314	23.49		
	FRON220501 0314	FRON-002205-0000-01 2205 E FRONT 4/11/14	3,063.78		
	FRON32001 0314	FROMN-00320-0000-01 320 E FRONT 4/11/14	163.30		
	WASH1201 0314	WASH-000012-0000-01 12 WASHINGTON 4/11/14	18.01		
	WASH401 0314	WASH-000004-0000-01 4 WASHINGTON 4/11/14	18.01		
TOTAL FOR: CITY OF MONROE			3,319.98		
MISC	NAVARRE, ROLLAND R				
	05/15/2014	SEWER 234 REFUND - REVISED ASSESSMENT	166.35		
TOTAL FOR: NAVARRE, ROLLAND R			166.35		
0000006018	NEW WORLD SYSTEMS CORPORATION				
	34941	Mobile Client Laptop Software for Police covers 06/01/1	3,885.00		
TOTAL FOR: NEW WORLD SYSTEMS CORPORATION			3,885.00		
0000006000	PAETEC				
	57321867	PHONE SERVICE 4/8 - 5/7/14	2,018.36		
TOTAL FOR: PAETEC			2,018.36		
MISC	PETERS, JEREMY J & VANESSA J (TR)				
	05/15/2014	SEWER 234 -REFUND ACTUAL COSTS	166.35		
TOTAL FOR: PETERS, JEREMY J & VANESSA J (TR)			166.35		
MISC	PREMIUM TITLE SERVICES INC				
	05/15/2014	2014 TAX OVERPAYMENT - 59-01406-000	12.74		

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
TOTAL FOR: PREMIUM TITLE SERVICES INC			12.74		
0000001032	PRINTING SYSTEMS INC 84782	DIRECT DEPOSIT- LASER PRESSURE SEAL	229.50		
	84783	ENVELOPES #10 REGULAR	141.71		
TOTAL FOR: PRINTING SYSTEMS INC			371.21		
0000001034	PRO-SEAL SERVICE GROUP INC 142173	ROYAL PURPLE	2,103.47		
TOTAL FOR: PRO-SEAL SERVICE GROUP INC			2,103.47		
0000001040	PSYBUS 14871	PROFESSIONAL CONSULTATION	770.00		
TOTAL FOR: PSYBUS			770.00		
0000001851	PUBLIC AGENCY TRAINING COUNCIL 178225	ARSON SCENE SEARCH SEMINAR	295.00		
TOTAL FOR: PUBLIC AGENCY TRAINING COUNCIL			295.00		
0000006113	PVS TECHNOLOGIES INC 437232	SODIUM HYPOCHLORITE PURCHASE	3,003.14		
TOTAL FOR: PVS TECHNOLOGIES INC			3,003.14		
0000006289	R & T MICROCENTERS OF OHIO 2197	2 HP-4100 TONER CARTRIDGES	146.00		
TOTAL FOR: R & T MICROCENTERS OF OHIO			146.00		
0000001062	READY HELLER & READY LLP 05/05/14	JUNE SERVICES FILE# TDR-0661-07	11,000.00		
TOTAL FOR: READY HELLER & READY LLP			11,000.00		
0000000302	RICK'S SPORTS 5/6/14	VARIOUS BASEBALL / SOFTBALL EQUIPMENT	693.00		
TOTAL FOR: RICK'S SPORTS			693.00		
MISC	RIPPEE, ASHLEIGH 5/5/14	REFUND OVER CHARGED FOR YOUTH FLAG FOOTBALL	15.00		
TOTAL FOR: RIPPEE, ASHLEIGH			15.00		
0000006567	RIVER RAISIN NATIONAL 5/9/14	LEGAL SERVICES PROPERTY EVALUATIONS	8,948.08		
TOTAL FOR: RIVER RAISIN NATIONAL			8,948.08		
MISC	ROOF, REBECCA & BRANDON 05/15/2014	SEWER 234 REFUND - REVISED FIGURES	166.35		

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
TOTAL FOR: ROOF, REBECCA & BRANDON			166.35		
MISC	RUSSELL, BRYAN 4/29/14	REFUND GIRLS SANDLOT LEAGUE	20.00		
TOTAL FOR: RUSSELL, BRYAN			20.00		
MISC	SANDOVAL, LYNN 5/5/14	REFUND BOYS RIVER RAISIN TRAVEL TEAM	41.00		
TOTAL FOR: SANDOVAL, LYNN			41.00		
0000005237	EDWARD J SELL JR 5/14/14	MILEAGE 3-14-14 TO 4-16-14	270.93		
TOTAL FOR: EDWARD J SELL JR			270.93		
MISC	SEMONES, JIMMIE D 05/15/2014	MASON RUN LIGHTING - REVISED ACTUAL COST	34.97		
TOTAL FOR: SEMONES, JIMMIE D			34.97		
0000006563	SEVERANCE ELECTRIC CO INC 6954	REPAIR AND RE-WIRING OF TRAFFIC SIGNALS AT FRONT STREET A	11,645.59		
TOTAL FOR: SEVERANCE ELECTRIC CO INC			11,645.59		
MISC	SNIDER, CAROLE 5/6/14	CITY LOGO PRINTER AND FRAME FOR DISPLAY	37.20		
TOTAL FOR: SNIDER, CAROLE			37.20		
MISC	ST BERNARD, NICHOLAS M 05/15/2014	MASON RUN ST LIGHTING - ACTUAL COSTS REC	31.78		
TOTAL FOR: ST BERNARD, NICHOLAS M			31.78		
0000005016	JENISE J STEINMAN 5/6/14	ELECTION INSPECTOR TRAINING	25.00		
	5/6/14	ELECTION INSPECTOR CHAIR	175.00		
TOTAL FOR: JENISE J STEINMAN			200.00		
MISC	TOEPPE, JOE 5/5/14	REFUND BOYS RIVER RAISIN TRAVEL TEAM	36.00		
TOTAL FOR: TOEPPE, JOE			36.00		
MISC	TOM PRIMEAU 5/5/14	REFUND BOYS RIVER RAISIN TRAVEL TEAM	36.00		
TOTAL FOR: TOM PRIMEAU			36.00		
MISC	TOTH, PAUL 5/5/14	REFUND BOYS RIVER RAISIN TRAVEL TEAM	29.00		
TOTAL FOR: TOTH, PAUL			29.00		

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
0000006559	U S LAWN 2191	2014-2018 LAWN MAINTENANCE CONTRACT - WORK GROUPS B AND E	3,187.50		
TOTAL FOR: U S LAWN			<u>3,187.50</u>		
MISC	UMFRESS, ANDREA L 05/15/2014	MASON RUN LIGHTING - REVISED/ACTUAL COST	30.18		
TOTAL FOR: UMFRESS, ANDREA L			<u>30.18</u>		
0000005778	URS CORPORATION 5862240	PROFESSIONAL SERVICES - OZONE SYSTEM MODIFICATION	31,644.31		
TOTAL FOR: URS CORPORATION			<u>31,644.31</u>		
MISC	US DEPT OF HOUSING AND URBAN DEV 05/15/2014	SPECIAL ASSESSMENT REFUND - 433 GEE DR	147.66		
	05/15/2014	SPECIAL ASSESSMENT REFUND - 126 GLENDALE	147.66		
	05/15/2014	SPECIAL ASSESSMENT REFUND - 29 GLENDALE	147.66		
	05/15/2014	SPECIAL ASSESSMENT REFUND - 121 GLENDALE	147.66		
TOTAL FOR: US DEPT OF HOUSING AND URBAN DEV			<u>590.64</u>		
0000001290	US POSTAL SERVICE 5/9/14	PITNEY BOWES POSTAGE METER	5,000.00		
TOTAL FOR: US POSTAL SERVICE			<u>5,000.00</u>		
0000001308	VOSS LIGHTING 20128816-00	OVERHEAD LIGHT BULBS FOR MUNSON BALL DIAMONDS - ALL 4 FIE	3,438.00		
TOTAL FOR: VOSS LIGHTING			<u>3,438.00</u>		
MISC	WARD, JENNIE 05/15/2014	SEWER 234 - REFUND AFTER ACTUAL COSTS	166.35		
TOTAL FOR: WARD, JENNIE			<u>166.35</u>		
0000006508	WASHINGTON STREET PRINTERS LLC 1790	Printing and Preparing Property Maitenance Flyers	1,425.00		
TOTAL FOR: WASHINGTON STREET PRINTERS LLC			<u>1,425.00</u>		
0000000215	WASTE MANAGEMENT INC 7589241	TRASH & WASTE PICK UP APRIL 2014	89,057.32		
TOTAL FOR: WASTE MANAGEMENT INC			<u>89,057.32</u>		
0000001343	WEST SHORE FIRE INC 7461	MAINTENANCE ON E-1 - EMERGENCY PURCHASE	607.91		
	7480	MAINTENANCE ON E-1 - EMERGENCY PURCHASE	94.40		
	7534	MAINTENANCE ON E-1 - EMERGENCY PURCHASE	7,497.85		
	7617	maintenance on E-1 - Emergency Purchase	3,773.80		
TOTAL FOR: WEST SHORE FIRE INC			<u>11,973.96</u>		

Vendor Code	Vendor Name Invoice	Description	Amount	Check #	Check Date
0000001346	WHITAKER, DARRICK				
	4/28/14	MILEAGE MARCH ELECTRICAL INSPECTION	33.04		
	5/5/14	MILEAGE APRIL ELECTRICAL INSPECTIONS	63.28		
TOTAL FOR: WHITAKER, DARRICK			<u>96.32</u>		
MISC	WONG, MARIA M.				
	4/29/14	REFUND GIRLS SANDLOT LEAGUE	29.00		
TOTAL FOR: WONG, MARIA M.			<u>29.00</u>		
0000006278	WORLD CLASS LANDSCAPING				
	1444	2013-2015 BALL FIELD MAINTENANCE CONTRACT - 2013 SEASON,	782.25		
	1445	2013-2015 CUSTODIAL SERVICES CONTRACT - SPRING 2014 / FY	2,047.75		
TOTAL FOR: WORLD CLASS LANDSCAPING			<u>2,830.00</u>		
MISC	ZWACK, JOANNE				
	5/13/14	REFUND SPONSORSHIP GIRLS JUNIOR TEAM	175.00		
TOTAL FOR: ZWACK, JOANNE			<u>175.00</u>		
TOTAL - ALL VENDORS			537,572.78		

Balance Detail Report
City Of Monroe
05/15/2014 08:37

Account: ██████████ -Checking - Payroll - Report On: Previous Day Data
 USD
 Start Date: 05/01/2014 00:00 Transaction Groups: ACH Debit
 End Date: 05/14/2014 23:59 ZBA Display: Both Credit and Debit
 Sorted By: Account Number, Date, Credit/ Debit
 Orientation: Portrait

Bank ABA# : Fifth Third Bank (Northwestern Ohio) - ██████████

Account : ██████████ -Checking - Payroll - USD

Date	Transaction Type	Customer Ref. #	Bank Ref. #	Credit Amount	Debit Amount
05/08/2014	ACH Debit Received		100101573559		2,320.92
	Description: CITYOFMONR 9653 CHILD SUPP 3860046380 050814 OFFSET TRANSACTION				
05/08/2014	ACH Debit Received		100101573558		2,446.86
	Description: CITYOFMONR 9653 RHCF 3860046380 050814 OFFSET TRANSACTION				
05/08/2014	ACH Debit Received		100101573550		3,387.96
	Description: CITYOFMONR 9653 RHS 3860046380 050814 OFFSET TRANSACTION				
05/08/2014	ACH Debit Received		100101573537		4,931.71
	Description: CITYOFMONR 9653 DUES 3860046380 050814 OFFSET TRANSACTION				
05/08/2014	ACH Debit Received		100101573549		10,049.74
	Description: CITYOFMONR 9653 ICMA 457 3860046380 050814 OFFSET TRANSACTION				
05/08/2014	ACH Debit Received		100101573541		11,316.87
	Description: CITYOFMONR 9653 NWRS 457 3860046380 050814 OFFSET TRANSACTION				
05/08/2014	ACH Debit Received		100101573542		71,239.37
	Description: CITYOFMONR 9653 PENSION 3860046380 050814 OFFSET TRANSACTION				
05/08/2014	ACH Debit Received		100101573548		224,589.24
	Description: CITYOFMONR 9653 PAYROLL 3860046380 050814 OFFSET TRANSACTION				
05/09/2014	ACH Debit Received		100102642011		403.85
	Description: FIFTH THIRD HSA PRETAX BENEFIT TRANS 5TH3RD HSA 9405386004638 CITY OF MONROE 050914				
05/09/2014	ACH Debit Received		100102641991		7,486.23
	Description: FIFTH THIRD HSA PRETAX BENEFIT TRANS 5TH3RD HSA 9405386004638 CITY OF MONROE 050914				
05/13/2014	ACH Debit Received		100108778555		265.38
	Description: FIFTH THIRD HSA PRETAX BENEFIT TRANS 5TH3RD HSA 9405386004638 CITY OF MONROE 051314				
05/14/2014	ACH Debit Received		100103817174		81,911.50
	Description: CITYOFMONR 9653 TAX PYMT 3860046380 051414 OFFSET TRANSACTION				

	Credits	Debits
Total Amount	0.00	420,349.63
Total Number of Items	0	12

Confidential

Balance Detail Report
 City Of Monroe
 05/15/2014 08:36

Account: [REDACTED] - Checking - General - USD Report On: Previous Day Data
 Start Date: 05/01/2014 00:00 Transaction Groups: ACH Debit
 End Date: 05/14/2014 23:59 ZBA Display: Both Credit and Debit
 Sorted By: Account Number, Date, Credit/ Debit
 Orientation: Portrait

Bank ABA# : Fifth Third Bank (Northwestern Ohio) - [REDACTED]

Account : [REDACTED] - Checking - General - USD

Date	Transaction Type	Customer Ref. #	Bank Ref. #	Credit Amount	Debit Amount
05/02/2014	ACH Debit Received		100105386394		78.75
	Description: GLOBAL PAYMENTS BANKCARD PROCESSING GLOBAL STL 601101434472831 CITY OF MONROE 050214				
05/02/2014	ACH Debit Received		100103536781		434,587.00
	Description: BCBS Michigan ASC 007006055 CITY OF MONROE 050214				
05/05/2014	ACH Debit Received		100100420629		30.82
	Description: AMERICAN EXPRESS PAYMENT DATE 14125 AXP DISCNT 3211780184 CITY OF MONR3211780184 050514				
			Credits	Debits	
Total Amount			0.00	434,696.57	
Total Number of Items			0	3	

Confidential



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: CLASSIFICATION & COMPENSATION STUDY

DISCUSSION: As you may recall during Council orientation and the budget workshop, the City Manager and I discussed the need for a Classification/Compensation Study and that we would be soliciting proposals from professional consulting firms to conduct a comprehensive compensation/benefits review of all its non-union and employee groups, excluding public safety. The consultant selected will assist the City in reviewing the existing compensation/benefits system and make recommendations for improvement of the existing system(s) or the implementation of a new system. The City currently operates with two job evaluation instruments---one governing Teamsters Local 214 which is approximately 40 years old and is outdated and obsolete and the other job evaluation instrument governing COMEA Unit I, is approximately 14 years old and needs updating. The City does not have a job evaluation system/plan for the non-union group or COMEA Unit II (supervisors).

Requests for proposals (RFP) for this project were solicited by advertisement through the Michigan Intergovernmental Trade Network (MITN), with two (2) proposals received by the deadline established. Proposals were received from Municipal Consulting Services, Inc. and the Michigan Municipal League. This project consists of performing a review of the City's existing classification plan(s), performing a salary survey (*excluding Public Safety*), and preparing one or more pay plan schedules. The lowest proposal for the work is Municipal Consulting Services, Inc. of Ann Arbor, Michigan. Their proposal of not more than \$42,170 is 39% less than the other bidder who quoted \$58,500. Municipal Consulting Services has performed work for the City in the past and would be very capable of performing this project again.

The fiscal year 2014 Human Resources Department budget originally included \$40,000 in the Contractual Services Account for the funding of this study. Due to a higher volume of hiring and personnel issues, the budget has had to fund more employee testing, background checks, fitness testing and medical and psychological evaluations than originally anticipated. In addition, employee eligibility lists will need to be created for the positions of Fire Chief, Police Chief, and Firefighter. For these reasons an additional appropriation from General Fund Contingency is requested to fund all of the items that are needed.

IT IS RECOMMENDED that City Council award a contract for the City's Classification & Compensation Study project to Municipal Consulting Services, Inc. in the amount of \$42,170, and that the Finance Director be authorized to make a budget transfer of \$45,000 from the General Fund Contingency to the Human Resources Department. **IT IS FURTHER RECOMMENDED** that the Mayor and Clerk-Treasurer be authorized to execute any necessary ~~agreements~~ on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: May 5, 2014

REASON FOR DEADLINE: Review and update of the City's Classification & Compensation system.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Peggy A. Howard, Human Resources Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: ALL EMPLOYEE GROUPS EXCLUDING PUBLIC SAFETY.

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$42,170
	Cost of This Project Approval	\$42,170
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	
	Human Resources Budget FY 14	101-35.226-818.020	\$20,000
	Human Resources Budget FY 15	101-35.226-818.020	\$22,170
	<u>Other Funds</u>		\$ N/A
			\$ N/A
			\$ N/A
			\$ N/A

Budget Approval: 

FACT SHEET PREPARED BY: Peggy A. Howard, Human Resources Director  **DATE:** 4/29/14

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: 5/05/14



**CITY OF MONROE, MICHIGAN
REQUEST FOR PROPOSAL FOR
CLASSIFICATION & COMPENSATION STUDY
MARCH 14, 2014**

The City of Monroe invites qualified personnel management consultants to submit proposals to perform a review of the existing classification plan(s), perform a salary survey, and prepare one or more pay plan schedules. All work will be done with regular involvement of the City's Human Resources Director or designee. Regular presentations and meetings with this individual or groups, incorporating their input into the process, are expected. Presentations to Monroe City Council may also be part of this project.

SCOPE OF WORK:

Review existing City of Monroe classification and pay plan(s) and benefits for appropriateness, internal equity, and external competitiveness. The following describes the various tasks that are expected to be completed to meet the requirements of this Request for Proposal:

1. Begin task by May 1, 2014 and complete task by July 1, 2014.
2. Meetings with key City employees to discuss any specific concerns with respect to the development of a compensation and classification plan. The City desires meaningful participation of key employees in the compensation/classification process and year-to-year maintenance of the system.
3. A comprehensive evaluation of every job, *excluding Public Safety*, within the municipality to determine relative worth within the organization (internal equity) and for the establishment of pay ranges, including but not limited to updating existing job descriptions. Also included should be a comparison and analysis of salaries, wages, and benefits of like or similar jobs (external equity) in comparable government entities and private employers in the Monroe County area for which the municipality competes for a labor supply.
4. Recommend needed changes to existing plan and implementation options that consider available revenue sources.
5. Work with senior management to review current compensation procedures, policies, and philosophies and make recommendations for modification.
6. Provide a procedure manual and training for Human Resources Director and key City management staff (5-8) enabling them to maintain the recommended classification and pay plans.

7. The classification/compensation and position evaluation system to be developed as the product of this scope of services must adhere to the following basic elements and characteristics:
 - a) Must meet all legal requirements, be nondiscriminatory, and provide for compliance with all pertinent federal, state, and local requirements.
 - b) The system must be easy for management to administer, maintain, and defend.
 - c) The system must easily accommodate organization change.
 - d) The system should be based upon sound compensation principles in which both internal and external equity are considered within the pay structure as well as the concepts of equal pay for equal work, equal pay for similar work, and equal pay for comparable work.
 - e) The system must address pay compression.
 - f) The system should provide for new positions to be incorporated into the compensation plan as well as appropriate adjustments to maintain the pay plan's competitiveness.

PROPOSAL REQUIREMENTS:

Proposals are to be organized to facilitate evaluation by the City according to the following outline:

- I. A statement of your understanding of the work, descriptions of the approach and illustrations of the procedures to be employed.
- II. A synopsis, prepared for management review, covering the salient features of the proposal including overall costs and term of work.
- III. A detailed breakdown and description of the specific steps, services and study products that will be provided as a result of the Scope of Work previously listed in this RFP. Firms may elect to include in this section any innovative methods or concepts that might be beneficial to the City of Monroe as long as the minimum requirements set out in this RFP are met.
- IV. All study costs to include professional services, supplies, etc., proposed contract terms and conditions are to be submitted. Also, the not-to-exceed fees for performing each phase of the study, including out-of-pocket and travel expenses. Do not include cost of "Additional Services" outside the scope of work with response to this item.
- V. The proposed implementation schedule to include specific milestones.
- VI. Additional Services (Optional) - any other related and recommended products or services not specified in this RFP, which may be considered essential or beneficial by the firm. These services should be priced separate from item "IV" above and shown here.

- VII. A brief introduction, limited to no more than four (4) typewritten pages describing the firm's organization and services. A list identifying the project manager and/or staff who would be assigned to this project as well as their professional experiences, qualifications, responsibilities, functions, and work of similar size and scope. Promotional literature and other public relations documents should NOT be included.
- VIII. Client References - a list of clients the firm has provided compensation/classification services to since January 1, 2004, including the organization, contact person, address, telephone number, fax number and a brief description of the compensation/classification services provided.
- IX. A statement that the proposer agrees to:
1. Deliver at least ten (10) copies of the final report to the Human Resources Director;
 2. Provide the final report, tables, schedules, job descriptions, charts, spreadsheets, procedures manual, salary surveys and other materials necessary for the implementation and maintenance of the compensation/classification system in an electronic medium (CD) in Microsoft Office 2007 format with PDF; and
 3. Appear at a scheduled Council meeting to discuss the recommendations and final report.

REPORT:

The following final report elements are expected, as a minimum, at the completion of the study.

1. Recommended classification plan;
2. Recommended compensation plans;
3. Methods used to conduct the salary survey and to develop recommended pay plans;
4. Implementation options to include cost (yrs. 1-5);
5. System maintenance and procedures manual to include proposed schedule of action steps, instruction on utilization of future salary survey results and methodology of job evaluation and equity determination.

BACKGROUND INFORMATION:

The City's non-union staff consists of twelve (12) full-time and two (2) part-time employees, ranging from one part-time secretary, one administrative assistant, one part-time Accountant, ten managerial positions, and one elected official. Currently there is no position evaluation, classification and wage schedule system in place for the non-union group.

The union groups (*excluding Public Safety*) consist of COMEA Unit I/general group (45 members, 44 classifications), COMEA Unit II/mid level supervisory group (6 members, 6 classifications), and Teamsters Local 214/general labor & skilled craft (64 members, 26

classifications). Currently there is no position evaluation and classification system in place for COMEA Unit II. There is an evaluation and classification system in place for COMEA Unit I (established back in 2000) and one for the Teamsters that is over 40 years old.

The City's present policy allows for an automatic step increase July 1 each year for COMEA Unit I bargaining group. All other groups receive an annual step increase on their anniversary date of hire or date of promotion. The Monroe City Council approved a 2% increase for July 1, 2014. Many of the job descriptions are out-dated and will need to be updated.

GENERAL INFORMATION:

1. All inquiries concerning this RFP shall be directed in writing to:

Peggy A. Howard, Director of Human Resources
City of Monroe
120 E. First St.
Monroe, Michigan 48161
Phone: (734) 384-9173
FAX: (734) 243-8683

Email: Peggy.Howard@monroemi.gov

2. The consultant shall furnish the necessary qualified personnel, materials and services, and work closely with the City of Monroe and its Administrative Department as well as other City Departments as required to accomplish the work. Upon request, the City will furnish an on-site office space.

INSTRUCTIONS TO PROPOSERS:

1. **SUBMISSION OF PROPOSALS:** Four (4) copies of the proposal must be submitted to the City Clerk/Treasurer no later than 4:00 p.m., April 4, 2014.

- a) Submittal in Person:

Proposals submitted must be in sealed envelopes and clearly marked as follows:

Request for Proposal/Classification & Compensation Study
City of Monroe
Attn: City Clerk/Treasurer

- b) Submittal by Mail:

Proposals submitted by mail should be addressed as follows:

City of Monroe
Attn: City Clerk/Treasurer
Request for Proposal/Classification & Compensation Study
120 E. First St.
Monroe, Mi. 48161

If the proposals are mailed, it is the sole responsibility of the consultant to have the proposal delivered to the City of Monroe by the date and time specified in the RFP. Any proposals received later than the specified date and time will not be accepted nor considered.

SELECTION/CRITERIA & PROCESS:

1. **PROCESS**: The consultant will be selected by the City Council following recommendation of the City Manager and a review and ranking by a committee consisting of the City Manager, Finance Director, and the HR Director. The committee may require an interview of the top three (3) proposers to be held in Monroe the week of April 7, 2014.

2. **CRITERIA**:
 - a) Demonstration of the firm's ability to successfully complete all requirements as specified in the Scope of Work;
 - b) Cost of Services;
 - c) Experience in Similar Consulting Services;
 - d) Qualifications of Project Staff;
 - e) Performance History (References);
 - f) Demonstration of the firm's ability to utilize existing information in order to reduce initial and future costs of service.

PROJECTED SCHEDULE:

1. March 14, 2014, Distribute RFP
2. April 4, 2014, RFP submittal deadline
3. April 7, 2014, Evaluation of proposals by Administration
4. April 14, 2014, City Council votes on the selection
5. May 1, 2014, Begin project
6. July 1, 2014, Project Completed

LIMITATIONS:

This Request for Proposal does not obligate the City of Monroe to award a contract, pay any costs incurred in preparation, or travel to Monroe to present a proposal to this request, or to procure or contract for services.

All proposals submitted in response to this Request for Proposal become the property of the City of Monroe. The City of Monroe reserves the right to accept or reject any or all proposals received or to cancel this Request for Proposal in part or in its entirety. After proposals are reviewed, the City will select the proposal in the best interest of the City.

CITY OF MONROE



PROPOSAL TO CONDUCT A CLASSIFICATION AND COMPENSATION STUDY

MUNICIPAL CONSULTING SERVICES LLC

MUNICIPAL CONSULTING SERVICES LLC

April 1, 2014

Ms. Peggy A. Howard
Director of Human Resources
City of Monroe
120 E. First Street
Monroe, MI 48161

Dear Ms. Howard,

We are pleased to submit this proposal to perform a classification and compensation study for the City of Monroe. We have performed numerous studies of this type for Michigan's public entities, and we look forward to working with you to develop a pay system that is both internally equitable and externally competitive.

Our proposal, contained in the following pages, is organized in accordance with your instructions into the following categories:

- Project statement and synopsis
- Our approach and work plan
- Project timing, fees and conditions
- Our organization and project consultant
- Our qualifications for conducting the study.

We appreciate the opportunity to be of assistance to you. Should you have questions or desire additional information, please do not hesitate to contact me at 734.904.4632.

Very truly yours,



Mark W. Nottley, Principal
Municipal Consulting Services LLC

CITY OF MONROE

PROPOSAL TO CONDUCT A COMPENSATION AND CLASSIFICATION STUDY

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SECTION I
PROJECT STATEMENT AND SYNOPSIS

SECTION I

PROJECT STATEMENT AND SYNOPSIS

The City of Monroe has expressed an interest in utilizing an experienced compensation consultant in conducting a classification and compensation study encompassing ninety classifications. In regard to project objectives, it will be our intent to develop a compensation system that will enhance the City's ability to recruit, retain and motivate quality employees. To accomplish this, we will:

- Develop a solid understanding of the specific duties and responsibilities of each position included in the study.
- Develop new job descriptions to the extent required to clearly state responsibilities and reporting relationships, and the required knowledge, skills and abilities for each position.
- Establish a competitive labor market and conduct a market survey of wages and benefits.
- Develop a comprehensive pay grade structure and pay ranges based on job evaluation and a thorough evaluation of the established labor market.
- Develop and include methodologies for evaluating current pay status and the impact of modifying current pay levels and moving employees through the pay ranges over time.
- Recommend procedures for ongoing system maintenance including pay system administration and compensation system upkeep.
- Provide the tools necessary for ongoing job description development and update, position reclassification processes and other pay system procedures.

As specified in the following sections of the report we will employ a very thorough and comprehensive approach to conducting the study. The City has gone through significant consolidation and these new duties need to be recognized in determining compensation levels for individual (remaining) positions. Related to this, we recognize the need for a participative project approach that allows employees to clearly articulate the important duties of their positions and feel confident in the study process.

The labor market that is studied will be broad and consensus will be achieved regarding its applicability to the City of Monroe. The final product will be clear, concise and available to all. Most importantly, old and updated systems will be replaced by a comprehensive pay system that can be used to govern pay progression for the City's employees for years to come.

Section II describes the particular tasks that we will perform in conducting the study. Project costs and timing are discussed in Section III and the following Sections IV and V discuss our project consultant and qualifications for conducting the study – including a long list of client references.

* * * * *

In the following section, we present our approach to conducting the study.

SECTION II
OUR APPROACH AND WORK PLAN

SECTION II

OUR APPROACH AND WORK PLAN

Our Approach

Our approach for achieving your objectives will incorporate several important overall rationales. Specifically:

- *Client-consultant communications will be a paramount consideration.* We will work closely with you and the members of the various bargaining units to assure concurrence on the conduct, and progress of the engagement, as it relates to thoroughness, scope and applicability.
- *Employee participation will be emphasized,* thus assuring that positional duties are clearly understood and opportunity for input is provided. To accomplish this, we will interview at least one employee from each classification included in the study and any additional employees that desire personal interview.
- *The labor market survey will be customized,* with minimal, or no, reliance on “canned” data. Related:

- We will develop a custom survey instrument that clearly specifies the duties of the City of Monroe’s positions.
- We will define the most appropriate labor market for both municipal comparisons and Monroe County specific compensation.
- We will survey both base wages and employee benefits, thus providing a more accurate appraisal of “total compensation”.

Project Work Plan

In developing the classification and compensation system we will structure the project into specific tasks, as follows:

Task 1: Meet With the City and Employee Representatives and Refine Work Plan

It will be our intention to work closely with the City and employees to develop the classification and compensation system. Related, as a first step in the study process, we will meet with City officials and bargaining unit representatives to:

- Further define, and logistically plan, our approach and work schedule

- Determine an approach for ongoing feedback.
- Assure that all concerns are discussed and questions answered.

Task 2: Collect and Review Compensation-Related Documentation

Additionally, at this time we will also collect and review relevant compensation information, including existing job descriptions, benefits data, compensation-related personnel policies and all other information that will provide us with an understanding of classification and compensation issues.

Task 3: Provide Employee Orientation and Elicit Employee Input

At this time, we will also schedule group meetings with the employees. The purpose of these meetings will be threefold, including:

- Orienting employees to the project work plan and objectives.
- Explaining the importance of their input in working with our project consultant.
- Eliciting their assistance in the study process – more specifically, to complete a job analysis questionnaire document regarding their specific job duties, reporting relationships and other aspects of their job pertaining to compensation.

Task 4: Conduct Individual Employee Interviews

The completed job questionnaires, in conjunction with your existing job descriptions, will provide our consulting team with a good overview of job duties and reporting relationships. However, we do not feel that the questionnaire is sufficient for fully understanding the function of the position within the larger organization. Consequently, we consider it important that additional information be gathered through a subsequent personal interview. Therefore, after reviewing the completed questionnaire, we will schedule individual employee interviews with representatives of each classification included in the study. All employees will be afforded the opportunity to interview. No employee will be denied this potential input. The interviews will focus on:

- Obtaining a broader definition of duties and responsibilities for purposes of point factoring and determining relative grade positioning.
- Clearly defining key duties to be used to compare the position to the labor market.

To assure the accuracy of employee input, the interviews will be scheduled in an inverse organizational ladder, with more senior personnel providing a “reality check” within the interview chain.

Task 5: Create New Job Descriptions

Having gained a full understanding of each position, we will create new ADA-compliant job descriptions that clearly specify required knowledge, skills and abilities. We will return the draft job descriptions to you for review prior to finalization. Any suggested modifications will be reviewed and, if warranted, incorporated in the final job descriptions.

Task 6: Develop List of Market Comparables in Consultation with the City and With Union Concurrence.

To establish compensation parameters for the City’s labor force, we must first define the labor market. Ideally, the defined market will be comprised of a mix of similar municipal governments.

In Task 6, we will work with you to define a representative labor market. To accomplish this, we will:

- Present the City with a listing of potential comparable public sector employers. We will develop and present profile data on each entity to support this process – comprised of a mix of financial, geographic and demographic data.
- With input from you, we will also identify those positions that are amenable to private sector labor market comparisons. Related to this, wage and benefit information will be elicited from both public and private sector entities within Monroe County. If needed, this data will be supplemented by prepared survey data from organizations such as the American Society of Employers, Bureau of Labor Statistics and other relevant sources.

Task 7: Develop Survey Instrument

Having completed Task 6, we will develop a survey instrument to elicit feedback regarding each position. This will be a “custom survey” that briefly describes each position. In addition to salary, we will survey other relevant compensation data, such as:

- Incumbent’s years in the position
- Key duties that differ from the City’s positional duties

Task 8: Develop Survey Instrument for Other Employee Benefits

We will also survey other employee benefits including:

- Off-time provisions, including sick, personal, vacation, holiday and other.
- Sick-time bank policies, accrual limits and payout provisions.
- Health care coverage including PA 152 compliance, employee cost sharing requirements, prescription drug co-pay levels, payment-in-lieu of insurance options and other health care issues.
- Disability coverages including short-term disability, all purpose day programs, long-term disability – as well as life insurance levels.
- Retirement benefits including defined benefit (DB) or defined contribution (DC) retirement program usage. As appropriate, DB employee contribution, final average multiplier and program type (and/or) employer DC contribution and required match, plus any supplemental employer-paid contributions.
- Employer-paid retiree health care provision including percentage paid, spousal coverage, Medicare supplemental provision and/or any Retirement Savings Account benefits.
- Work hours, work week and related conditions.

In our experience, the broad-based employee benefits survey that we are proposing will provide the City with a strong indication of total compensation, and target specific areas where the benefit package may be high or low. The data will be arrayed in easy to read schedules accompanied by a narrative presentation. We will summarize our suggestions on issues or areas where the City should focus its efforts and, in turn, help to determine the most appropriate level for base wages, within the larger context of total compensation. It should be noted, that this is not a “costing” exercise. Rather, it is presented as an overview of benefits that may help the City focus on areas where discrepancies are apparent.

Task 9: Conduct Survey Process and Finalize Results

Having developed the survey instrument, we will mail the survey, and tabulate the incoming results. Follow-up calls will be made to clarify particular points, and supplementary surveys will be developed for any positions that are not adequately represented in our survey results.

Task 10: Develop Pay Grades

Point-factoring is a process in which each position is point-ranked relative to all other positions in the organization or group. Ideally, point-factoring is considered as a means of establishing internal equity, and in turn, pay grade placement.

In this task, we will perform a point-factor analysis encompassing all positions included in the study. In this process, each position will be ranked in relation to eleven factors. The results will be used to develop a grade structure (or multiple structures if preferred), and establish grade placement for each individual position.

Task 11: Apply Survey Results and Develop Pay Ranges for Each Pay Grade

In Task 11, we will use the results of the survey process to develop a pay range for each applicable pay grade. The result will be a comprehensive pay grade structure(s) that includes all of the studied positions.

Task 12: Analyze Each Position within the Confines of the New Pay Grade Structure

We will then proceed to evaluate the wage levels of each position relative to the newly established pay ranges. We will first determine any “red circled” positions that are paid at a level higher than the recommended range maximum and any “green circled” positions that are below the range minimum. All positions will be evaluated using a compa-ratio analysis to illustrate their specific positions within their respective ranges and the related cost impacts associated with possible changes (such as movement to midpoint etc.)

Task 13: Develop Pay Progression Options

There are various methods for implementing a pay system. Many clients prefer a multi-year methodology for advancing employees through the pay range. This may depend on performance evaluation results or be more structured (such as a step system with progressive pay increases linked to performance evaluation). Related to this, we will also:

- Revisit and discuss the City’s current compensation adjustment process with City representatives.
- Introduce several examples of pay progression systems that are currently used in the public sector.
- Provide cost data to illustrate the impact of different approaches – and adjustments based on the study results.

Task 14: Develop Final Report Document

At the conclusion of Task 13, we will develop a comprehensive final report document. This will include:

- Written summation of all project methodologies.
- All schedules and summary results developed in Tasks 1-13.
- The recommended pay grade structure including all classifications.
- Identification of any positions that fall below or above the range parameters specified for their respective classifications.
- Pay progression implementation options and analysis intended to facilitate future negotiation and implementation of the study's results including related cost analysis for viable scenarios.
- Specification and documentation of annual procedures required to update the system for ongoing use.
- New ADA-compliant job descriptions for all positions.

Task 15: Create Manual and Instruct Administration in Pay Plan Utilization

The final report document will include all instruments and methodologies used to create the pay system. In addition to this documentation, we will create a procedural manual for pay system usage and update. We will also provide City administration with an overview and instruction in the use and upkeep of the developed classification and compensation system, using the manual as a training tool. This will include instruction in point factoring for purpose of reclassification, "slotting" of new positions, annual update of the pay ranges and other uses.

Task 16: Present Final Report to the City Council

At the conclusion of Task 15 we will schedule and provide a report presentation to the City Council.

* * * * *

In the following section, we discuss project timing, fees and conditions.

SECTION III

PROJECT TIMING, FEES AND CONDITIONS

SECTION III

PROJECT TIMING, FEES AND CONDITIONS

Project Timing:

You have requested a 60-day project timeframe with a July 1 completion date. This is not possible for our firm in regard to a completion date. Moreover, in our opinion the project requires a longer time frame

If engaged to perform the work, we would be available to begin the project on June 1. We would anticipate completing the project within 90 days of the day we begin work. We recognize the City's desire to finish expediently and will shorten the time frame to the extent possible but prefer to specify a realistic timeline on the front end. A task-by-task timeline is included on the following page.

Professional Fees - Not-to-Exceed:

You have requested a cost breakdown regarding different phases of the project. Unfortunately, we do not cost our project work in this manner, instead utilizing a per classification fee of \$475. Based on an estimate of 90 total classifications to be included in the study, the City of Monroe could anticipate a fee of \$42,750.

In compiling the proposal, we have summarized several of your requested sectional breaks and/or consolidated the requested information in fewer sections. This has been done to limit our time commitment in a time of heavy workload. In turn, we can pass the cost savings on to the City of Monroe, thereby reducing the not-to exceed bid as follows:

- Standard fee for 90 classifications: \$42,750
- Reduction for cost savings in proposal preparation -\$1,000
- Project expenses (mileage only) based on expected nine trips (750 miles) \$420

TOTAL NOT-TO-EXCEED PROJECT COST \$42,170

Other Conditions:

This proposal will remain effective for 90 days from the date of submittal.

The City of Monroe will be billed on a calendar monthly basis for work completed in the previous period. All invoices will be due within thirty days of submittal.

Project Deliverables:

The City of Monroe will receive ten bound copies of the final report document and an electronic file of the final report from which additional copies can be printed or source data can be extracted for future use.

The City will also receive an electronic file containing updated job descriptions for positions included in the study as well as electronic files of all components of the compensation analysis such as point factor analysis, wage and benefit schedules and all others.

Possible Additional Services:

As noted, in developing the pay system, our consultant will employ an extremely thorough and defensible methodology, with objectivity and quantification serving as overriding factors. Despite this approach, individual employees will sometimes question grade placement or other project outcomes.

Related to this, we have not included an appeal process in our work plan. In truth, we do not typically experience a high level of appeal activity due to the thoroughness of the study process. However, if the City desires an appeal process, it would require an additional fee. This total fee cannot be determined at this time – on an hourly basis the City could anticipate \$110 per hour.

In regard to substance, if it is decided to have an appeal process, we would suggest keeping it simple and straightforward. For example, any employees with objections could be provided the opportunity to submit a written appeal, and each such appeal could be thoroughly evaluated. If the appeal was found to be valid, corrective action could be taken. In either event, the employee would receive a written response and rationalization.

* * * * *

In the following section, we discuss our organization and project team.

SECTION IV

OUR ORGANIZATION AND PROJECT TEAM

SECTION IV

OUR ORGANIZATION AND PROJECT TEAM

Municipal Consulting Services LLC is a management consulting firm incorporated in and licensed by the State of Michigan. The firm was established to provide human resources and operational-based consulting to public sector clients, including cities, townships, counties, school districts, institutions of higher education and other not-for-profit organizations. With more than 50 years of combined experience with Michigan's public sector and the completion of hundreds of management studies, we are able to provide our clients with a vast array of products, covering a broad spectrum of organizational and human resources consulting services.

This project, for the City of Monroe, will be conducted by Mark Nottley, Principal for Municipal Consulting Services LLC. Mr. Nottley has performed over 100 compensation and human resource-related projects for public sector clients. Clients have included cities, townships, not-for-profits, school districts, county governments and other public sector entities.

Mr. Nottley is certified as a Senior Professional in Human Resources by the Society for Human Resources Management (SHRM) and holds a Master degree in Public Administration from Wayne State University. His biography is included in Appendix A and a listing of client entities is included in the following section.

* * * * *

A résumé for the project consultant is included in Appendix A. In the following section we discuss our specific experience.

SECTION IV

OUR QUALIFICATIONS FOR CONDUCTING THE STUDY

SECTION IV

OUR QUALIFICATIONS FOR CONDUCTING THE STUDY

As noted, our proposed project team has conducted numerous classification and compensation studies of public entities. We have listed below a number of project references, followed by a more complete listing of experience. We will be pleased to provide client references for any of these engagements upon request.

SELECT REFERENCES FOR MARK NOTTLEY

- Client:*** ***City of Wyoming***
Project: Classification and Compensation System
Contact: Mr. James Kohmescher, Director of Administrative Services
Phone: 616.530.7240
- Client:*** ***City of Rochester***
Project: Classification and Compensation System
Contact: Mr. James Vettraino
Phone: 248.651.9061
- Client:*** ***Grand Rapids Community College***
Project: Classification and Compensation System
Contact: Ms. Cathy Wilson, Executive Director of Human Resources
Phone: 616.234.3971
- Client:*** ***City of Bloomfield Hills***
Project: Classification and Compensation System
Contact: Mr. Jay Cravens, City Manager
Phone: 248.644.1520
- Client:*** ***City of Grand Rapids Pension Systems***
Project: Executive Compensation Study and Performance Evaluation System
Contact: Mr. Patrick Scripps, Board Chairperson
Phone: 616.856.2614
- Client:*** ***Grand Valley Metropolitan Council***
Project: Executive Compensation Study
Contact: Mr. Curtis Holt, REGIS Board Chairperson
Phone: 616.530.7272
- Client:*** ***State of Michigan***
Project: 2011 State-wide Survey of Wages and Benefits
Contact: Ms. Jan Winters, Director of the Office of the State Employer
Phone: 517.335.2579

Client: ***City of Eastpointe***
Project: Classification and Compensation System
Contact: Mr. Randy Altimus, Assistant City Manager
Phone: 586.445.5016

Client: ***Southern Clinton County Municipal Utility Authority***
Project: Classification and Compensation System
Contact: Mr. Glen Chinavare, Director
Phone: 517.669.8311

Client: ***Michigan Municipal Risk Management Authority (second system)***
Project: Executive Compensation Study and Classification and Compensation System
Contact: Mr. Michael Rhyner, Executive Director
Phone: 734.513.0300

Client: ***City of Jackson***
Project: Classification and Compensation System
Contact: Ms. Cathy Brechtelsbauer, (former) Director of Human Resources
Phone: 517.768.5155

Client: ***Oakland Community College (current project)***
Project: Classification and Compensation System
Contact: Dr. Timothy Meyer, Chancellor
Phone: 248.341.2116

Client: ***Manistee County***
Project: Classification and Compensation System and Updates
Contact: Mr. Tom Kaminski, County Administrator
Phone: 231.398.3500

Client: ***Barry County***
Project: Classification and Compensation System (Bill Rye) and Updates (Mark Nottley)
Contact: Mr. Michael Brown
Phone: 269.945.1284

Client: ***Meridian Charter Township***
Project: Classification and Compensation System
Contact: Mr. Paul Brake, (former) Deputy Township Manager
Phone: 810.694.1118

Client: ***City of Zeeland***
Project: Classification and Compensation System
Contact: Mr. Timothy Klunder, City Manager
Phone: 616.772.6400

Client: ***City of Norton Shores***
Project: Classification and Compensation System
Contact: Ms. Carrie Larks, Assistant City Manager
Phone: 231.798.4391

Client: ***Spring Lake Township***
Project: Classification and Compensation System
Contact: Mr. John Nash, Supervisor
Phone: 616. 844.2100

Client: ***Grand Rapids Community College***
Project: Classification and Compensation System
Contact: Ms. Cathy Wilson, Executive Director of Human Resources
Phone: 616.234.3971

Client: ***Ottawa County***
Project: 2014 Survey of Elected Officials Compensation
Contact: Mr. Keith Van Beek, Assistant County Administrator
Phone: 616.738.4642

Client: ***Brighton Charter Township (current project)***
Project: Classification and Compensation Study
Contact: Mr. Brian Vick, Township Manager
Phone: 810.494.0710

Client: ***Union Charter Township***
Project: Classification and Compensation Study
Contact: Mr. Brian Smith, Township Manager
Phone: 989.772.4600

Client: ***Pittsfield Charter Township***
Project: Classification and Compensation System
Contact: Ms. Kristin Orłowski, (former) Director of Personnel, now Chief Talent Officer, University of Michigan Athletics
Phone: 734.764.8370

Client: ***Meridian Charter Township***
Project: Classification and Compensation System
Contact: Mr. Paul Brake, (former) Deputy Township Manager, now City of Grand Blanc City Manager

Client: ***DeWitt Charter Township***
Project: Classification and Compensation Study
Contact: Mr. Rod Taylor, Township Manager
Phone: 517. 668.0270

Client: *Saginaw Charter Township*
Project: Classification and Compensation System
Contact: Mr. Rob Grose, Township Manager
Phone: 989.791.9800

Client: *Eaton County (current project)*
Project: Classification and Compensation System
Contact: Ms. Connie Soble, Deputy Controller
Phone: 517.543.2175

PAST EXPERIENCE IN CONDUCTING CLASSIFICATION AND COMPENSATION STUDIES (NOTTLEY & RYE)

Alger-Marquette Community Action Board
Alpena Community College
Antrim County
Barry County
Barry County Road Commission
Bay County
Bay County Water & Sewer
Bloomfield Charter Township
Branch County
Calhoun County
Capital Area Negotiators Association
 [36 school districts]
Cass County
City of Albion
City of Allen Park
City of Alpena
City of Bad Axe
City of Berkley
City of Birmingham
City of Charlotte
City of Clio
City of Crystal Falls
City of Durand
City of East Lansing
City of Ecorse
City of Fenton

Eaton County
Alpena County
Arenac County
Barry County Commission on Aging
Barry-Eaton Health Department
Bay County Road Commission
Benzie County
Bloomfield Hills Schools
Brighton District Library
Calhoun County Probate Court
Capital Region Airport Authority
Chippewa County
City of Eaton
City of Alma
City of Auburn Hills
City of Benton Harbor
City of Big Rapids
City of Brighton
City of Cheboygan
City of Corunna
City of Dowagiac
City of East Jordan
City of Eastpointe
City of Fennville
City of Ferndale

Delta Township
DeWitt Public Schools
Eaton County
Emmett Charter Township
Grand Rapids Community College
Grand Valley Metro Council
Gratiot County Community Mental Health
Ingham County
Ingham County Road Commission
Ionia County Road Commission
Jackson County
Kent County
Lake County
Lansing Board of Water & Light
Lansing Township
Leelanau County
Mackinac County
Manistee County
Marquette County
Mecosta County

Michigan Catastrophic Claims Association
Michigan Sheriffs Association
Midland County Central Dispatch Authority
Monroe County
Monroe County Community Mental Health
Montcalm County
Municipal Employers' Retirement System
North Central Community Mental Health
Oakland County
Osceola County
Otsego County

Oxford Charter Township

Pittsfield Charter Township

Region VII Area Agency on Aging
Saginaw County

Shiawassee County

Southeastern Berrien County Landfill

Detroit Public Schools
District Health Department No. 2
Eighth District Court
Grand Haven Charter Township
Grand Traverse County
Gratiot County
Holt Public Schools
Ingham County Medical Care Facility
Ionia County Community Mental Health
Isabella County
Kalamazoo County Road Commission
Kent County Road Commission
Lake Township
Lansing Housing Commission
Lapeer County
Livingston County
Macomb County
Manistee County Library
Marquette County Health Department
Meridian Charter Township
Michigan Municipal Risk Management Association
Midland County
Mid-South Substance Abuse Commission
Monroe County Community College
Monroe County Opportunity Program
Montmorency County
Newaygo County
Oakland Community College
Orion Charter Township
Oscoda Charter Township
Ottawa County
Pathways
 [formerly Alger-Marquette CMH]

Redford Township

Saginaw Charter Township
Shelby Charter Township
Shiawassee County Community Mental Health
Southeastern Oakland County Water Authority

Authority

Southfield Township

St. Joseph County

State of Michigan-Department of State Police

State of Michigan-Legislative Council

State of Michigan-Senate Fiscal Agency

State of Michigan-Supreme Court

Union Township

Village of Almont

Village of Bingham Farms

Village of Dexter

Village of Franklin

Village of Milford

Washtenaw County

Waterford Charter Township

White Lake Charter Township

St. Joseph Commission on Aging
State of Michigan-Department of Civil
Service

State of Michigan-Department of
Transportation

State of Michigan-Office of the State
Employer

State of Michigan-State Senate

Tuscola County

Van Buren County

Village of Beverly Hills

Village of Chelsea

Village of Fowlerville

Village of Grosse Pointe Shores

Village of Vicksburg

Washtenaw County Road Commission

West Bloomfield Charter Township

* * * * *

A résumé for the project consultant is included in Appendix A

APPENDIX A

PROJECT CONSULTANT RÉSUMÉ

MARK W. NOTTLEY

PRESENT POSITION:

Principal, Municipal Consulting Services LLC

AREAS OF CONSULTING EXPERTISE:

Personnel Issues, Compensation and Employee Benefits Evaluation - Conducted classification and compensation studies and employee benefit analyses for municipalities and other public entities to determine appropriate salary, retirement and benefit levels. Developed personnel policies, manuals and performance evaluation systems as components of comprehensive personnel systems.

Organizational and Operational Analysis - Conducted operations analyses for most areas of government service provision including police and fire services, vehicle and building maintenance, community development, public works, recreation, transportation and health and human services. In this capacity, identified specific opportunities for improved performance and increased operational cost-effectiveness.

Financial Models - Prepared comprehensive spreadsheet-based financial models for a number of municipalities, estimating future years' conditions for each of the various revenue and expenditure sources and categories. Following development of the models, frequently worked with the particular municipality in defining long-range fiscal strategies.

Executive Search Services - Conducted or oversaw the conduct of more than 100 executive searches focusing on City and Village Managers, Department Heads and various other municipal professional classifications.

Tax Policies - Reviewed tax policies for a number of local governments, ranging from the analyses of specific millages and service charges to comprehensive city-wide evaluations of user fees. Recommendations resulting from these reviews have resulted in more equitable tax assignment and increased revenue generation through more competitive fee structuring.

Privatization - Assessed privatization options for a number of local governments including the potential cost-saving and/or service improvement associated with sole source and competitive private contracting and combination public/private service provision. Areas of review have included golf course operation, turf mowing, forestry services, landfill operation, vehicle maintenance, emergency medical services, transportation, sanitation, water and wastewater operations, and the use of auxiliary paid-on-call firefighters.

Productivity Improvement - Performed ongoing research related to operational performance and productivity improvement. Conducted several major productivity studies including an eight-city comparative analysis of police and fire services effectiveness in the Detroit Metropolitan Area.

Municipal Improvement and Growth Strategies - Assisted numerous municipal clients in defining strategies for urban development and infrastructure upgrade as well as strategies for maintaining existing municipal and community assets.

Market Analysis - Prepared and assisted in the preparation of market analyses/feasibility studies designed to facilitate future planning and development, including downtown office/commercial development, reuse of historic structures, housing development, and the construction of a major marina/hotel complex.

PRIOR ORGANIZATIONAL AFFILIATIONS:

Rehmann, Public Accountants and Management Consultants

Principal and Director of Public Sector Consulting Services with responsibility for managing or conducting consulting projects focusing on financial analysis, operational performance, future planning, human resource issues and other areas of relevance to municipal management.

Michigan Municipal League

Founder and Director of the League's Municipal Consulting Services Division with responsibility for managing and performing a full range of management consulting projects, focusing on municipal operations and finance, and human resources management.

Plante & Moran, Public Accountants and Management Consultants

Manager in local government consulting practice with responsibility for managing or conducting consulting projects focusing on financial analysis, operational performance, future planning, human resource issues and other areas of relevance to municipal management.

Coopers & Lybrand, Public Accountants and Management Consultants (now Pricewaterhouse Coopers)

Senior consultant in the firm's national practice for local government consulting specializing in financial and operational consulting and municipal productivity assessment and improvement.

EDUCATION:

Wayne State University - Master of Public Administration (Summa cum Laude)

Wayne State University - Bachelor of Arts (with distinction)

Certification as a Senior Professional in Human Resources

PROFESSIONAL AFFILIATIONS:

International Personnel Management Association
Society for Human Resources Management
International City/County Management Association
Government Finance Officers Association
American Public Works Association
Pi Alpha Alpha, National Honor Society for Public Administration

Date Issued:

To The Council of the City of Monroe, Michigan

Council Members:

We the undersigned being the owners of property that is "EASEMENT" between the CSX Railroad and property owners land, on the West side of Toll street located between West Elm Ave. and Lorain St., request the drainage ditch be cleaned out and restored to its original size for drainage of storm water off our property that floods our backyards for days/weeks after a storm. At no additional cost to the homeowners.

Perm # 931-507-7487 Dated 4-28-2014

Petition circulator(s) Donald Kroeger, 433 Toll Street

Note: Where property is held jointly by husband and wife, petition must be signed by each of them. If the property is being purchased under contract, the petition must be signed by the Purchaser and the Seller. If the property is encumbered by a mortgage, the petition must be signed by the Mortgagor and the Mortgagee.

Wife's correct signature: Ruth Smith NOT: Mrs. James Smith

Signature	Printed Name	Address
<i>Donald J. Kroeger</i>	DONALD J. KROEGER	433 TOLL ST MONROE, MI 48162
<i>Sally Webb</i>	Sally Webb JAVE WEBB	425 TOLL ST MONROE, MI 48162
<i>Jeffrey A. Boyd</i>	Jeffrey A. Boyd	445 TOLL ST Monroe, MI 48162
<i>Andrea Boyd</i>	Andrea Boyd	445 TOLL ST Monroe MI
<i>Leo R. Connor</i>	LEO R CONNOR	407 TOLL ST 48162
<i>James D. Duvall</i>	JAMES D DUVALL	401 TOLL ST 48162
<i>Bobbie Sutton</i>	Bobbie Sutton	335 611 st.
<i>Larry Bellistri</i>	LARRY BELLISTR	315 TOLL ST

RECEIVED
MAY 14 2014

MAYOR'S OFFICE 94



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: RAW WATER PUMP STATION CHLORINE GAS DETECTORS REPLACEMENT – WATER DEPARTMENT

DISCUSSION: The Water Department requests to replace the Chlorine Gas Detectors at the Pointe Aux Peaux Raw Water Pump Station. Recently some of the chlorine gas detectors within the raw water facility have failed such that the equipment vendor has indicated that repairs cannot be completed on the existing detectors due to them being obsolete and that equipment replacement is required. In an effort to maintain the facility safety protocol replacement of the gas detectors will be required. This expense will require amending the fiscal year (FY) 2013-2014 raw water intake budget. The existing detectors detect chlorine, ammonia and other gases such that the proposed replacement equipment will do the same to maintain facility safety. The City of Monroe, as operator of the Raw Water Partnership, is responsible for maintaining, repairing, and replacing equipment for both the City of Monroe and Frenchtown Charter Township in accordance with the Raw Water Partnership Agreement. City of Monroe Water Plant staff will perform the equipment replacement for this project.

Attached is a letter (dated April 29, 2014) from Evoqua Water Technologies, LLC that references RS Technical Services, Inc as the Municipal Authorized Water / Wastewater Distributor of their products for the State of Michigan. Attached is a quote (CO-10835) from RS Technical Services, Inc out of Lowell, MI to provide replacement detectors (Acutech 35 Gas Detectors) for the project. The quoted price and letter are current. The attached quote includes all equipment and shipping costs to deliver the replacement chlorine gas detectors for a total price of \$6,715.00. The Water Department requests that RS Technical Services, Inc be considered the sole source provider to provide the replacement equipment and for this purchase to be made without bids. In order to provide adequate funding for this project, it is recommended that the FY 2013-2014 raw water partnership operating supplies budget be amended (59940521 750000) to \$23,157.00, an increase of \$7,500. All operating costs of the Raw Water System are funded by the City Water Fund or Frenchtown Township based on the agreed upon percentages.

IT IS RECOMMENDED that a purchase order in the amount of \$6,715.00 and a total amount of \$7,000.00 be encumbered to include a 5% contingency be issued to RS Technical Services, Inc out of Lowell, MI to provide the replacement detectors as outlined in their quote (CO-10835) and that the bid process be waived. **IT IS FURTHER RECOMMENDED** to authorize the Finance Director to amend the budget accounts listed to provide the adequate funding for this project up to the amounts shown.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: ASAP

REASON FOR DEADLINE: Re-establish full chlorine gas detection capabilities within the Raw Water Intake facility to maintain facility safety.

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: Raw Water Partnership (City of Monroe & Frenchtown Charter Township)

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 23,157.00
Cost of This Project Approval	\$ 7,000.00
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

<u>City</u>	<u>Account Number</u>	<u>Amount</u>
Operating Supplies	59940521 750000	\$7,500.00*
Contribution City Water	59982400 580006	\$5,192.25*
Contribution Frenchtown Twp	59982400 580025	\$2,307.75*
 <u>Other Funds</u>		
Raw Water Intake P'ship	59140537 823000	\$5,192.25*

Note: * The Finance Director will increase each budget line item by the listed amount.

Budget Approval: 

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** May 14, 2014

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: May 19, 2014



Tuesday April 29, 2014

Subject: Manufacture Representative and Service Technicians for Evoqua Water Technologies / Wallace & Tiernan Disinfection Chlorine Gas Feed, Analyzers & Water Champs.

Attn: Mr. Christopher Knight

Evoqua Water Technologies / Wallace & Tiernan have appointed RS Technical Services, Inc as Municipal Authorized Water / Wastewater Distributor for the State of Michigan.

RS Technical Services, Inc are factory trained and certified.

Evoqua Water Technologies exercised great care identifying the appropriate professional organizations to handle the complexities of the many chemical feed processes.

Evoqua Water Technologies / Wallace & Tiernan Representative's provide application guidance for the use of these products.

If you have any questions or require additional information please feel free to contact me.

Regards,

Larry Graff

Larry E. Graff
Technical Sales Manager - Disinfection
Evoqua Water Technologies LLC
PO Box 270747
Louisville, CO 80027
E. larry.graff@evoqua.com
T. 303-718-4795



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: WASTEWATER DEPARTMENT COLLECTION SYSTEM ANNUAL ROOT TREATMENT PROGRAM

DISCUSSION: The Wastewater Department received one bid for its Annual Collection System Root Treatment Program (bid tabulation attached). The low bidder meeting all bid specifications is from Duke's Root Control, Inc out of Syracuse, New York for \$17,544.04.

The Wastewater Department annually completes a tree root chemical treatment program on the sanitary sewer collection system to prevent reduced sewer flow capacity and prevent blockages that may cause sewer back-ups and uncontrolled root growth. The program is divided into a rotating three-year area of the collection system such that Section 2 is budgeted for treatment. Section 2 has 9,714 lineal feet of sanitary sewer collection pipe (8 inch ~ 15 inch diameter) proposed for treatment. The treatment consists of the application of RAZOROOTER II or equivalent which is a chemical compound that is pressure injected into the sanitary sewer collection system. The chemical application utilizes Diquat Dibromide ("diquat"), a product of Sewer Sciences, Inc which is an advanced method to control / treat roots available on the market and the only diquat-based sewer root control product that is registered with the USEPA and the Michigan Department of Agriculture.

Duke's Root Control, Inc has treated the Monroe Metropolitan Wastewater System in the past with great success. Duke's Root Control, Inc is the only commercial applicator licensed by Sewer Services, Inc to apply RAZOROOTER II in the State of Michigan.

Section 2 that is scheduled to be treated is made up of the following lengths:

Length	Size	Cost / LFT	Cost
3,425 LFT	8 inch	\$1.59 / LFT	\$ 5,445.75
5,144 LFT	10 inch	\$1.76 / LFT	\$ 9,053.44
100 LFT	12 inch	\$1.92 / LFT	\$ 192.00
1,045 LFT	15 inch	\$2.73 / LFT	\$ 2,852.85
9,714 LFT		Total Cost	\$17,544.04

In order to maintain the existing root treatment guarantee, the treatment must be completed via reapplication to extend the existing warranty for an additional 3 years on Section 2.

IT IS RECOMMENDED that a purchase order in the amount of \$17,544.04 and a total amount of \$18,500.00 be encumbered to include a 5% contingency, be awarded to Duke's Root Control, Inc for tree root chemical treatment of Section 2 in accordance with the bid specifications.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: June 4, 2014

REASON FOR DEADLINE: Bids 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, Wastewater Customers

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 18,500.00
Cost of This Project Approval	\$ 18,500.00
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

<u>City</u>	<u>Account Number</u>	<u>Amount</u>
General Contract Services	59075529 818020	\$ 18,500.00
<u>Other Funds</u>		

Budget Approval: 

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** May 8, 2014

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: May 19, 2014

BIDS RECEIVED LIST FOR 2014 SANITARY SEWER CHEMICAL
ROOT CONTROL TREATMENT. BID REQUEST DISTRIBUTED
4/17/2014.

BIDS DUE 5/5/2014 3:00 P.M.

<u>NAME</u>	<u>BID AMOUNT</u>
Duke's Root Control, Inc.	
3,425 LFT of 8" sanitary sewer	\$1.59 per LFT
5,144 LFT of 10" sanitary sewer	\$1.76 per LFT
100 LFT of 12" sanitary sewer	\$1.92 per LFT
1,045 LFT of 15" sanitary sewer	\$2.73 per LFT
Total Bid	\$17,544.04



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: WASTEWATER TREATMENT PLANT FISCAL YEAR 2014 – 2015 CHEMICALS / SLUDGE HAULING & DISPOSAL REQUIREMENTS

DISCUSSION: Bids were received on May 12, 2014 for Sludge Hauling from the Monroe Wastewater Treatment Plant. Bids were previously received on May 21, 2012 for Cationic Polymer and Liquid Ferric Chloride to be used at the Monroe Wastewater Treatment Plant. Prices are firm for three (3) years with no price increase for all chemicals / hauling. On May 20, 2013, Monroe City Council approved a separate Special Waste Service Agreement (attached) and was thereafter executed in an effort to obtain the most cost effective wastewater sludge disposal operational prices. The sludge generated at the Monroe Wastewater Treatment Plant is considered non-hazardous waste, however it must be disposed of in a Type II landfill. The only landfill meeting this requirement within Monroe County is the Vienna Junction Landfill such that this location is currently where the sludge generated at the Monroe Wastewater Treatment Plant is being disposed of. The agreement is a three (3) year agreement with 3% price increases for the 2nd and 3rd year for disposal cost per ton. The price increase set for July 1, 2014 is similar to past disposal cost increases and is within market disposal costs. We will continue to evaluate the most cost effective method for sludge handling to maintain operational expenses. Tom Ready, City Attorney has reviewed the agreement such that he is familiar with its provisions. We are billed monthly from the landfill based on the sludge tonnage received.

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

During the past year chemicals / services received from all vendors were outstanding and we are confident they will perform again for the upcoming fiscal year. The low bid sludge hauling contractor (S & L Fertilizer Company) has worked for the City of Monroe previously such that we are confident they will perform satisfactorily again. Attached please find bid tabulations and agreement for all chemical and service bids received indicating the associated unit price for the fiscal year.

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

CHEMICAL	VENDOR	UNIT PRICE	AMOUNT	ADDT'L FEES	COST
Liquid Ferric Chloride	PVS Technologies, Inc.	\$500.00/Ton	32 Tons+/-	None	\$ 16,000.00
Cationic Polymer	Polydine, Inc.	\$0.11/lb	584,000 lbs+/-	None	\$ 64,240.00
WW Sludge Hauling	S & L Fertilizer Company	\$12.90/ton	12,250 Tons+/-	None	\$158,025.00
WW Sludge Disposal	Republic Services	\$22.19/ton	12,250 Tons+/-	None	\$271,827.50
				TOTAL	\$510,092.50

CITY MANAGER RECOMMENDATION:

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

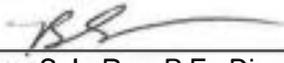
APPROVAL DEADLINE: July 1, 2014

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

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:


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

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 524,790.00
Cost of This Project Approval	\$ 510,092.50
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>
Ferric Chloride	59075527 752000	\$ 16,000.00
Catonic Polymer	59075527 752005	\$ 64,240.00
<u>WW Sludge Disposal</u>	<u>59075527 818050</u>	<u>\$ 429,852.50</u>
TOTAL		\$ 510,092.50

Budget Approval: 

Other Funds

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** May 12, 2014

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: May 19, 2014

BIDS RECEIVED LIST FOR SLUDGE HAULING FOR
WASTEWATER TREATMENT PLANT 2014-2015.

BIDS DUE MAY 12, 2014 AT 3:00 P.M.

NAME

BID AMOUNT

BCA Express Co., Ltd.

\$13.37/ton

S & L Fertilizer Co.

\$12.90/ton

Homrich

\$19.43/ton

←
7-1-14 ~
6-30-17
BSL

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

**PVS TECHNOLOGIES, INC.
DETROIT, MI**

BID AMOUNT

\$24,000.00 (YEAR 1)

\$500.00/TON

3 YEAR AGREEMENT

←
7-1-12
~6-30-15

BSL

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

**POLYDYNE, INC.
RICEBORO, GA**

BID AMOUNT

\$69,300.00 (YEAR 1)

\$.110/LB

3 YEAR AGREEMENT

CLARIFLOC CE-054

7-1-12 ~

6-30-15

BSC



SPECIAL WASTE SERVICE AGREEMENT NON-HAZARDOUS WASTES

Special Waste Profile Number: 5074Y52808

Generator Billing Information

Republic Waste Location (Company)

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

VIENNA JUNCTION LANDFILL
6233 HAGMAN RD.
ERIE, MI 48133

Project: MONROE WWTP County and State of Origin: MONROE

Additional Information: _____

- Special Waste Service. Subject to the terms and conditions contained herein, the Company and the Generator agree to be legally bound hereby and the Company agrees to accept at its Facility, Acceptable Waste (hereinafter referred to as "Special Waste" or "Waste") delivered by Generator, and which is acceptable to the Company as herein provided.
- Acceptable Waste. Only those Special Wastes described in Paragraph 3 herein and in any Special Waste Profile(s) which number is identical to the contract number referenced above, and which Profile(s) are hereby incorporated by reference herein, and which Waste is subsequently approved by the Company and is otherwise in accordance with all laws, regulations and permits, shall be acceptable for disposal at the Facility ("Acceptable Waste").

3. (A) Rates for Disposal:

<u>Waste</u>	<u>Disposal Method</u>	<u>Disposal Rate:</u>	<u>Fees / Taxes / Misc.</u>	<u>Transportation</u>
<u>WWTP SLUDGE</u>	<u>Landfill</u>	<u>\$21.54/ton</u>	<u>INCLUDED</u>	<u>na</u>

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

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

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

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

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

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

GENERATOR
[Signature]
SIGNATURE (AUTHORIZED REPRESENTATIVE)
GORGE A BROWN, CITY OF MONROE
NAME AND TITLE (PLEASE PRINT)
5/23/2013
DATE

REPUBLIC SERVICES, INC/COMPANY
[Signature]
SIGNATURE (AUTHORIZED REPRESENTATIVE)
DAVID VOSSMER - GM
NAME AND TITLE (PLEASE PRINT)
7-1-13
DATE



CITY COUNCIL AGENDA FACT SHEET

AMENDED

RELATING TO: Michigan Natural Resources Trust Fund Acquisition Grant Application for the River Raisin Heritage Corridor- East Area.

DISCUSSION: The Economic and Community Development Division, in partnership with the River Raisin National Battlefield Park Foundation and the National Park Service, is proposing to seek a grant from the Michigan Department of Natural Resources for funding to purchase properties with the River Raisin Heritage Corridor East project area from willing sellers. The areas we believe are the highest priority for acquisition include 1) the several riverfront residential properties and small marina along E. Elm Ave., 2) the undeveloped and commercial properties along the River on E. Front Street, and 3) the properties between the CN and Norfolk Southern rail lines east of Eastchester Street. These properties correspond with portions of Activity Zones 3- Frenchtown Settlement, 6- Entertainment, and 7- Greenway of the River Raisin Heritage Corridor- East Master Plan and the City's Parks and Recreation Master Plan 2014-2018.

The Michigan Natural Resources Trust Fund (MNRTF) projects provide for natural resource protection and outdoor recreation. Twenty five percent of the Trust Fund revenues available for appropriation each year can be used for development, therefore the majority of funding is allocated for acquisition projects. As of 2011, more than \$900 million in MNRTF appropriations have been made for more than 1,250 state and local recreation projects. MNRTF-assisted project sites must be dedicated to public outdoor recreation in perpetuity. Applications are evaluated using criteria established by the MNRTF Board of Trustees. The top priorities for the 2014 application round are Trails (including water trails), Wildlife/Ecological Corridors and Winter Deeryard (acquisition only), and Projects within an Urban Area. The proposed riverfront acquisitions and development of a greenway fit within these priorities. Recommendations are made by the MNRTF Board of Trustees to the Governor, which are forwarded to the Michigan Legislature for final approval and appropriation.

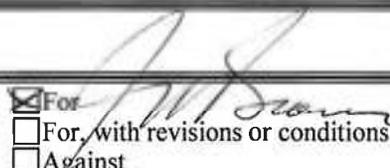
Local units of government must provide at least 25% of the project's total costs as local match. This match commitment must be identified in the application and at minimum a pledge by the local unit of government's governing board must be provided in its approval resolution. In accordance with the grant guidelines, the pledged match must then be secured by October 1 of the application year. Economic and Community Development staff is currently calculating the value of the land that the City, Port of Monroe, and private partners hold that could be dedicated and preserved for recreational uses and natural resource protection, and thereby utilized as match for this project. In addition to the land dedication, the City can count in-kind services provided by City staff and partner agencies toward the required match. An accurate project budget and the land values available for the required match will be available prior to the April 1 submittal deadline.

The grant application was submitted on April 1 and the City has received preliminary comments from the MNRTF Grants staff. The grant reviewer has recommended that the City amend its original resolution of support from City Council to include specific dollar amounts for both the total grant amount requested and the local match committed.

Submitting an application for funding in this 2014 grant round is important due to the significant planning efforts that have recently been completed (Exp. River Raisin Heritage Corridor- East Master Plan, City of Monroe Parks & Recreation Master Plan, and Resilient Monroe! Comprehensive Plan Amendment); and the high level of awareness these planning efforts currently have with the Michigan Department of Natural Resources and other State agencies. It is critical to keep the momentum from these planning efforts and begin to realize the vision for this area of the community as well as the potential economic benefits these projects could bring to the Monroe community, southeast Michigan and the entire State.

IT IS RECOMMENDED that City Council **amend** its authorization and support for the submittal of a Michigan Natural Resources Trust Fund Acquisition Grant Application for River Raisin Heritage Corridor Riverfront Connection; in the form of the attached, **amended** resolution **which includes specific dollar amounts for both the total grant amount requested and the local match committed.**

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: May 19, 2014

REASON FOR DEADLINE: Michigan Natural Resources Trust Fund staff request for additional materials on or before May 28, 2014.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N.A.

INITIATED BY: Economic and Community Development Division

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: River Raisin National Battlefield Foundation (RRNBF), National Parks Service (NPS), Monroe County, Port of Monroe, Private Property Owners in the Project Area

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 6,968,500.00
	Cost of This Project Approval	\$ 0*
	Related Annual Operating Cost	\$ 0**
	Increased Revenue Expected/Year	(\$ 0)***

*Verification of local match is subject to grant award and subsequent execution of grant agreement

**Property will be transferred to NPS or River Raisin National Battlefield Park Foundation

***Privately held property (Exp. Homrich, Inc.) will become tax exempt.

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	Force Labor Accounts	TBD	TBD
	<u>Other Funds</u>		
	Michigan Natural Resources Trust Fund (Grant)		\$4,986,200.00
	<u>Local Match Sources</u>		
	Port of Monroe Land Donation		\$1,410,978.50
	Homrich, Inc. Land Donation		\$661,321.50
	<u>Local Match Sub-Total:</u>		<u>\$2,072,300.00</u>
	TOTAL:		\$7,058,500.00

Budget Approval: 

FACT SHEET PREPARED BY: Dan Swallow, Director of Economic and Community Development **DATE:** 5/13/14

REVIEWED BY: George Brown, City Manager

DATE:

COUNCIL MEETING DATE: May 19, 2014



CITY OF MONROE
RESOLUTION

**Support of the Michigan Natural Resources Trust Fund Application for
Urban Recreation Connections to the River Raisin Heritage Corridor East**

1 **WHEREAS**, City Council of the City of Monroe supports the submission of an application titled,
2 "Urban Recreation Connections to the River Raisin Heritage Corridor East" to the Michigan
3 Natural Resources Trust Fund for acquisition of 1) the several riverfront residential properties
4 and small marina along E. Elm Avenue, 2) the undeveloped and commercial properties along
5 the River on E. Front Street, and 3) the properties between the CN and Norfolk Southern rail
6 lines east of Eastchester Street; and,
7

8 **WHEREAS**, these properties correspond with portions of Activity Zones 3- Frenchtown
9 Settlement, 6- Entertainment, and 7- Greenway of the River Raisin Heritage Corridor- East
10 Master Plan; and,
11

12 **WHEREAS**, the proposed application is supported by the Community's 5-Year Approved Parks
13 and Recreation Plan; and,
14

15 **WHEREAS, the City of Monroe has made a financial commitment to the project in the**
16 **amount of \$2,072,300.00 or 29% matching funds from land donations; and**
17

18 **WHEREAS, if the grant is awarded the applicant commits local match and donated**
19 **amounts from the following sources:**

20	<u>Port of Monroe Land Donation</u>	<u>\$ 1,410,978.50</u>
21	<u>Homrich, Inc. Land Donation</u>	<u>\$ 661,321.50</u>
22		
23	<u>Total:</u>	<u>\$ 2,072,300.00</u>
24		

25 **NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Monroe hereby**
26 **authorizes submission of a Michigan Natural Resources Trust Fund Application for**
27 **\$4,986,200.00, and further resolves to make available a local match through land**
28 **donations of \$2,072,300.00 (29%) of a total \$7,058,500.00 project cost, during the 2015-**
29 **2016 fiscal year.**
30

31 AYES:
32 NAYES:
33 ABSENT:
34
35
36

37 **RESOLUTION DECLARED ADOPTED**

38 I, Michelle J. LaVoy, City Clerk-Treasurer of the City of Monroe, County of Monroe, State of
39 Michigan, do hereby certify that the foregoing is an exact copy of a Resolution adopted by the
40 City Council of said City, at a regular meeting thereof held on the 19th day of May 2014.

41
42
43
44
45

Michelle J. LaVoy
City Clerk-Treasurer



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REPORT BACK ON ASBESTOS AND LEAD BASED PAINT REMOVAL BIDS FOR ENERGY BASED PERFORMANCE CONTRACT - WASTEWATER DEPARTMENT

DISCUSSION: The Wastewater Department received three (3) bids for Asbestos and Lead Based Paint Removal as part of the Energy Based Performance Contract (bid tabulation attached). The low bidder meeting all bid specifications is from Environmental Maintenance Engineers, Inc out of Inkster, MI for \$27,290.00 (Scope 1, 2 & Alternative).

The Monroe City Council, at their May 5, 2014 meeting, approved a resolution recommending to the County of Monroe to enter into a Performance Contract with Johnson Controls, Inc (JCI). This recommendation included selling appropriate bonds up to a maximum amount of \$12,500,000 in accordance with applicable resolutions and contracts executed before the June 16, 2014 State of Michigan Qualified Energy Conservation Bond (QECB) allocation expiration date so as to provide overall project funding once all final contract approvals have been obtained. Final JCI contract approvals and execution are expected before the allocation expiration, however signing the contract will not occur until after bond closing has occurred.

As you may recall the overall project includes self-funded infrastructure improvements with guaranteed cost savings including: sludge handling process, upgrading pumping systems, lighting and upgrades to other major facility infrastructure. The project is self-funded which will not affect sewer rates. It incorporates completing past and future capital improvements and instituting an energy efficiency program performance contract that aligns with the objectives of the wastewater system. By completing the improvements the bond debt service will be paid for through guaranteed energy savings, reduced operating costs coupled with past and future capital improvement funds being retained in wastewater reserves.

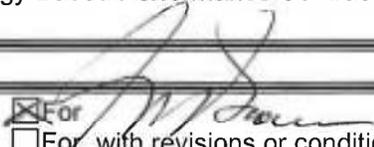
As part of the JCI contract, the City of Monroe is named as the Authorized Agent. As part of the City's responsibilities of the JCI contract, asbestos / lead based paint pipe removal / abatement is to be completed by the City such that it shall be completed for JCI to start the project. JCI has field marked work locations within the facilities for the contractor to focus on. Sections 1 & 2 of the asbestos / lead based paint pipe removal / abatement work must be completed by June 9th with the sections 3 & 4 to be completed by June 30, 2014. Due to the project timing coupled with the JCI contract scope of work proposed (i.e. facility heating system replacement); work activities will need to start ASAP so as to be completed to meet the City's obligations and seasonal limitations. It is recommended to complete the asbestos / lead based paint pipe removal / abatement ASAP to allow JCI adequate time to complete the proposed seasonal sensitive improvements before winter. Once JCI starts the project, it is anticipated that asbestos / lead based paint pipe removal / abatement may be revealed and or discovered as the project progresses such prices were obtained as part of the bid process for the various pipe sizes to be encountered. With the prices obtained it is further recommended to award up to a 60% contingency to the low bid contractor to address these unknown locations on a case by case basis so as to expedite the City's responsibilities as part of the JCI contract and complete the overall project.

The low bid contractor meeting all bid specifications (Environmental Maintenance Engineers, Inc) has worked for the City of Monroe previously, completed their work with excellent results and met all deadlines. We are confident they will perform again for the City.

The contract obligations have been discussed, negotiated and reviewed by Tom Ready, City Attorney.

IT IS RECOMMENDED that a purchase order in the amount of \$27,290.00 and a total amount of \$44,000.00 be encumbered to include a 60% contingency, be awarded to Environmental Maintenance Engineers, Inc out of Inkster, MI for Asbestos and Lead Based Paint Removal as part of the Energy Based Performance Contract in accordance with the bid specifications.

CITY MANAGER RECOMMENDATION:

For 

For, with revisions or conditions

Against

No Action Taken/Recommended

APPROVAL DEADLINE: ASAP

REASON FOR DEADLINE: Complete work as part of City's responsibilities of JCI contract, before seasonal limitations set in and before bid prices expire.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:


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

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 12,500,000.00
Cost of This Project Approval	\$ 44,000.00
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

<u>City</u>	Account Number	Amount
General Contract Services	59075527 818020 13Z06	\$ 44,000.00

Other Funds

Budget Approval: 

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** May 13, 2014

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: May 19, 2014

BIDS RECEIVED LIST FOR ASBSESTOS ABATEMENT AND LEAD PAINT REMOVAL AT WASTEWATER TREATMENT PLANT.

BIDS DUE MAY 13, 2014 AT 3:00 P.M.

<u>NAME</u>	<u>BID AMOUNT</u>	
Environmental Management Specialists, Inc.	\$209,712.00	
→ Environmental Maintenance Engineers, Inc.		
Scope 1	\$23,040.00	\$27,290.00
Scope 2	\$2,800.00	
Alt. Add.	\$1,450.00	
<2 1/2" Pipe Insulation	\$10.00/lf	PRICES FOR CASE BY CASE ABATEMENT/ REMOVAL
<2 1/2" Pipe Fitting Insulation	\$15.00 ea.	
3"-4 1/2" Pipe Insulation	\$15.00/lf.	
3"-4 1/2" Pipe Fitting Insulation	\$18.00 ea.	
5"-6 1/2" Pipe Insulation	\$18.00/lf.	
5"-6 1/2" Pipe Fitting Insulation	\$25.00 ea.	
>7" Pipe Insulation	\$30.00/lf.	
>7" Pipe Fitting Insulation	\$45.00 ea.	
Global Green Services Group, LLC	\$57,900.00	
Add Alternate #1	\$1,800.00	
Add Alternate #2	\$2,500.00	
Add Alternate #3	\$12.00/lf.	



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: RAUCH PARK USE APPROVAL – NORFOLK SOUTHERN RAILROAD BRIDGE CONSTRUCTION

DISCUSSION: Norfolk Southern Railroad operates a north-south pair of railroad tracks through Monroe, with the southbound line located west of North Dixie Highway and along Kentucky, and the northbound line located immediately east of North Dixie Highway and Eastchester Street. Approximately three (3) years ago, they apparently determined that the bridge crossing the River Raisin on their northbound line had advanced deterioration, and began to operate their trains at an extremely slow speed to minimize vibration, which has greatly impacted vehicle passage on the east-west streets in the vicinity. While their existing truss bridge is believed to be at least 100 years old and thus of historical significance, as a private entity they have determined that they must dismantle and replace this structure, and we have not been privy to their specific disposition plans for it. They have recently awarded a contract to the Ruhlin Company of Sharon Center, Ohio, for this work. Though Homeland Security concerns would preclude releasing the full plan set for public viewing, four (4) plan sheets that show general layouts that will be visible to the public when complete and schedule details have been attached for your information. City staff had hoped that all work could be completed during 2014, but it appears that restrictions by the Michigan Department of Environmental Quality (MDEQ) that will not allow the contractor into the channel until late spring will push the actual replacement of the span into February 2015. Further details on the construction process, if desired, are available from the Engineering Department at any time.

During design, it was determined that the most reasonable access point to the work area would be through City-owned property known as Rauch Park, and in the interest of facilitating expeditious completion of this work for the convenience of our own motorists, the Engineering Department agreed to allow construction of a temporary access road provided the contractor secured a right-of-way permit for its use. Presently, this portion of Rauch Park is simply open space with no features other than a small amount of landscaping. Recently, the contractor approached the Engineering Department seeking permission not only for this access as previously approved, but to utilize the site for an office trailer and construction staging (April 2014-March 2015) and actual assembly of the new bridge sections (likely November 2014-February 2015). Since their request goes beyond simple access, the City Manager, City Attorney, and City Assessor were consulted for advice, and it was determined that a rental fee or some other financial or "in kind services" consideration for this use of this public property by a private entity was appropriate. Estimates of rental value by the City Assessor ranged from \$250 to \$400 per month, and he indicated that, of course, the contractor would be subject to payment of any personal property taxes as of December 31, 2014 for any personal property stored on site at that time. When reviewing options, it was felt by City staff that asking for site improvements to be made by the contractor following completion of the work was more advantageous than simple payment of rent to the City, and as such the attached agreement was developed by the Director of Economic and Community Development. The primary facilities to be provided to the City by the Contractor can be found in Section 3 and include construction of a sidewalk on the east side of the roadway where none presently exists, a general use athletic field, berm along the railroad property, and additional landscape plantings.

Whether the property is used simply for access or for storage, the contractor is responsible for complying with the usual right-of-way permit terms, specifically naming the City as an additional insured and supplying a \$5,000 license permit bond to ensure completion of all work activities and restoration of the site. Were the City to refuse permission to use the site, there would still be substantial impacts on our roadway system, particularly the challenge of accommodating the much larger finished bridge sections, rather than providing for their assembly from materials on our site. The possibility also exists that the completion could be postponed later into 2015 due to these complications. Given the above challenges, allowing the usage of this City-owned property appears to be advantageous to both parties in expediting completion, particularly if the City stands to benefit from additional improvements upon completion of the work.

IT IS RECOMMENDED that the attached agreement between the City and the Ruhlin Company for the use of the portion of Rauch Park lying east of Winchester Street be approved, 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: As soon as possible.

REASON FOR DEADLINE: The contractor has begun to use portions of the site based on our previous approval, but we would like to formalize the longer-term agreement for the complete staging operations.

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, Norfolk Southern Railroad, project contractor, motoring public

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*

*No estimate of value of the improvements has been prepared, but it is believed that the sum would exceed the upper limit of market rent of \$4,800 for a 12-month period.

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

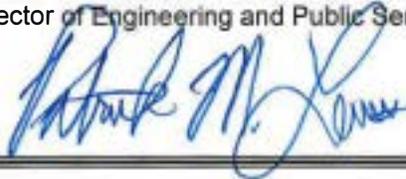
Budget Approval: 

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

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: May 19, 2014



**NON-EXCLUSIVE TEMPORARY CONSTRUCTION AND
ACCESS EASEMENT AGREEMENT**

THIS NON-EXCLUSIVE TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT ("Easement Agreement") made as of this ____ day of _____, 2014, by and between the City of Monroe, a municipal corporation ("Grantor"), whose address is 120 East First Street, Monroe, MI 48161; and Ruhlin Company, a _____, whose address is 6931 Ridge Road, Sharon Center, OH 44274 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain land in City of Monroe, Michigan generally located east of Winchester Street and south of the River Raisin, whose address is 15 Winchester Street, and which is commonly known as Rauch Park (hereinafter, the "Park Property"); and

WHEREAS, Grantee and Norfolk Southern Corporation have entered into an agreement to reconstruct the railroad bridge located adjacent to the Park Property, and the Grantee requires a nearby construction staging area for the purpose of access; ingress and egress of motor vehicles, construction vehicles, equipment and personnel; storage and staging of construction materials; and a site to locate a temporary office trailer; to facilitate the site preparation and construction of the railroad bridge (hereinafter, the "Permitted Use"); and

WHEREAS, Grantee desires to obtain a non-exclusive temporary construction and access easement (the "Easement") on and over the Park Property, as depicted in **Exhibit A** attached hereto and made a part hereof (the "Easement Area"); and

WHEREAS, Grantor has agreed to grant such Easement subject to the terms and conditions herein provided.

NOW, THEREFORE, for and in consideration of the foregoing promises, the mutual agreement of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitations.** The above recitations are true and correct and are incorporated herein by this reference.

2. **Grant, Use and Maintenance of Temporary Access Easement.** Grantor does hereby give, grant and convey unto Grantee (its successors and assigns) an Easement for the Permitted Use, on, over and across the Easement Area. This Easement shall be used by Grantee (and its successors, assigns, employees, contractors and agents) solely for the Permitted Use. Notwithstanding the foregoing, Grantee shall not construct

any improvements in the Easement Area or perform any work within the Easement Area without first notifying the Grantor.

3. Compensation. In lieu of cash payment for the granting of the Easement, the Grantee agrees to make certain improvements to the Park Property detailed below, prior to the expiration/termination of this Easement Agreement.

(a) Sidewalk: the Grantee shall construct a 5 ft. wide concrete pedestrian sidewalk along the easterly right-of-way limits of Winchester Street for the north-south length of the Park Property. An ADA Accessibility compliant ramp shall be constructed at the north terminus of the sidewalk, immediately opposite the existing sidewalk crossing on the west side of Winchester Street.

(b) Athletic Field: the Grantee shall grade and install a minimum of 6" of topsoil surface with appropriate seed mix in the central portion of the Park Property to create a general purpose athletic field, with dimensions and finish grade as identified and staked by the City Engineer. Grantee shall be fully responsible for establishment of turf to the satisfaction of the Grantor.

(c) Landscape berm: the Grantee shall construct a landscape berm a minimum of 3 ft. in height, with side slopes that do not exceed a 1:4 ratio along the easterly property line of the Park Property.

(d) Landscape plantings: the Grantee shall install landscape quality trees and shrubs on top of the landscape berm in accordance with a landscape plan approved by the Grantor. The landscape plan shall be prepared in accordance with the City of Monroe Zoning Ordinance Section 720-142, sub-section G. Greenbelts.

4. Grantor's Reservation of Rights. Subject to the rights created herein, Grantor expressly reserves the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the Park Property (in Grantor's reasonable discretion) not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area onto any adjacent or contiguous property; provided, such right does not unreasonably interfere with Grantee's Permitted Use of the Easement Area pursuant to the terms hereof.

5. Limitation of Rights. The Easement granted herein creates a non-exclusive Easement, and other than such easement right Grantee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the Easement Area.

6. Covenants of Grantee. Grantee (and its successors, assigns, agents, invitees and employees) shall:

(a) exercise diligent good faith efforts to comply at all times and in all respects with all local, municipal, county, state and federal environmental and all

other applicable laws, statutes, ordinances, codes, standards, applications and directives (collectively, the "Laws"). Grantee shall also obtain, maintain and comply with all applicable permits in connection with Grantee's use of the Easement Area. Grantee shall not, by any act or omission, render the Grantor liable for any violation thereof. Grantee shall promptly deliver to Grantor true and accurate copies of all applicable permits upon issuance and shall pay all costs and expenses incurred with respect to compliance with this subparagraph.

(b) cause the adjacent portions of Winchester Street affected by the construction activity to be cleaned and swept to insure that the roadway remains free and clear of sand, dirt, debris or other material and free from obstructions.

(c) prevent the development of nuisance conditions on abutting properties by controlling any fugitive dust and scheduling noisy construction activities only during daylight hours.

7. **Breach by Grantee.** If Grantee breaches any provision of this Easement Agreement and fails to cure any such breach within thirty (30) days after written notice thereof is given by Grantor (unless, with respect to any such breach the nature of which cannot reasonably be cured within such thirty (30) day period, Grantee commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion), in addition to any other right or remedy available to Grantor at law or in equity, Grantor shall have the right, but not the obligation, to cure any such breach. Grantee shall reimburse Grantor for the cost thereof. Grantee acknowledges submission of a \$5,000 License Permit Bond to Grantor as a part of a previously-submitted right-of-way permit, and this Bond shall act as security for the terms of this agreement for the duration thereof.

8. **Condition of Easement Area.** Grantee acknowledges that it (i) has physically inspected the Easement Area; and (ii) accepts the Easement Area "AS IS" and "WHERE IS" with full knowledge of the conditions thereof and subject to all the terms, conditions, restrictions and limitations applicable thereto. Grantee's use of the Easement Area is at its own risk and Grantor shall have no liability or obligation for or with respect to any loss or damage to any of Grantee's equipment, materials or property within the Easement Area.

9. **Termination/Expiration of Easement.** Grantee acknowledges that this Easement Agreement, and the Grantee's rights in and to the Easement granted herein, shall immediately self-terminate, expire and be deemed null and void upon the final completion of construction of the railroad bridge; provided, however, in no event shall the term of this Easement Agreement exceed a period which is more than thirty (30) months from the date of this Easement Agreement.

10. **Amendments.** This Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein.

11. **Notice.** Any notice required to be given shall be sufficient if it is in writing and sent via first class mail or hand delivered to Grantor at:

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

12. **Insurance.** At all times during which Grantee is undertaking activities within the Easement Area pursuant to this Easement Agreement, and in addition to whatever other insurance and bond requirements as Grantor may from time to time require, Grantee shall maintain a policy of Commercial General Liability insurance, with an insurance company reasonably acceptable to Grantor and naming Grantor as an additional insured, in an amount not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit, that provides coverage against property damage, personal injury and death resulting or arising from Grantee's activities pursuant to this Easement Agreement. Grantee shall furnish to Grantor a certificate of insurance evidencing such insurance upon Grantor's request.

13. **Indemnification.** Grantee shall defend, indemnify and save the Grantor and their respective representatives, successors and assigns, harmless from and against any and all claims for injury or death to persons or damage to or loss to property, including reasonable attorneys' fees and costs, arising out of the use and occupancy of the Easement Area by Grantee (and its successors, assigns, employees, contractors, agents, guests and invitees) pursuant to the terms of this Easement Agreement.

14. **Counterparts.** This Easement Agreement may be executed in counterparts; each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

15. **Governing Law.** This Easement Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Michigan.

16. **Severability.** Each paragraph, subparagraph, part, term and/or provision of this Easement Agreement shall be considered severable; and if; for any reason, any paragraph, term and/or provision is herein determined to be invalid or contrary to or in conflict with any existing or future law or regulation of a court or agency having valid jurisdiction, such shall not impair the operation or effect the remaining portions, paragraphs, terms and/or provisions of this Easement Agreement, and the latter will be given full force and effect and will bind the parties hereto; and said invalid paragraphs, terms and/or provisions shall be deemed not to be part of this Easement Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties hereto have executed this Easement in the day and year first above written.

CITY OF MONROE

Witness:

(signature)

By: _____

Print Name: _____

Name: _____
(print)

Title: _____

RUHLIN COMPANY

Witness:

(signature)

Name: _____
(print)

By: _____

Print Name: _____

Title: _____

Exhibit "A"
To Non-Exclusive Temporary Construction and Access Easement Agreement

Drawing of Easement Area





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 2014 River Raisin Jazz Festival on August 9 & 10, 2014. Specifically the request is for use of utilities, services, personnel from the City, closure of the affected streets, picnic tables, and extra trash cans.

The streets requested for closure are Washington Street between East First Street & E. Front Street, East First Street between S. Monroe Street & S. Macomb Street, and East Front Street between Macomb & Monroe Street. In addition they would like to use the City employee parking lot on the corner of East 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 5000, 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.

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.

Therefore, it is recommended, that City Council approve the request contingent upon items being met as outlined by the administration, 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: 5/14/14

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 5/19/14

April 21, 2014 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 11th Annual Monroe Fine Art Fair on August 9th and 10th in conjunction with the Jazz Festival. The hours for the fair will be 10:00 -7:00 on Saturday the 9th and 10:00 -6:00 on Sunday the 10th.

We request the closing of East First St. from Monroe St. to Macomb St. and Washington St. from E Second St. to Front St as well as E Front from Macomb to Monroe 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 these services again. We will have our own security on Saturday evening. We will pay for the use of Porta Johns for our area.

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 - 1 2014

MAYOR'S OFFICE

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

Name of Applicant (Organization): Down Monroe Fine Art Fair
Sponsored by Downtown Monroe Business Network

Contact Person: Jennifer Fountain

Address: _____

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

Dates Requested: Aug 9th and 10th, 2014

Location Requested: City Park Private Property Public Property

PROJECT LOCATION (Address): Loranger Square - E. First,

PROPERTY OWNER INFORMATION Washington, E. Front

Name: City of Monroe

Address: 102 E. Front St.

Phone: 243-0700 **Fax:** _____

EVENT DESCRIPTION:

Art Fair, Artist Booths

TYPE OF BUSINESS ON SITE: Art Vendors

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 **DATE:** 4/15/14

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 2, 2014
Re: **Staff Study – 2014 Downtown Monroe Business Network Fine Art Fair**

I have reviewed the request from the Downtown Monroe Business Network to host their 11th annual "Monroe Fine Art Fair" in conjunction with the River Raisin Jazz Festival on Saturday, August 9th & Sunday, August 10th, 2014. 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

Weaver, Patricia

From: Lewis, Patrick
Sent: Thursday, February 06, 2014 12:00 PM
To: Weaver, Patricia
Cc: Brown, George
Subject: Jazz Festival Overtime Costs

Hi Pat,

OK, I can show you the labor log if we need more detail, but here's by summary of the posted Jazz Festival costs from 2013:

Total staff costs posted to labor log attributable to Jazz Festival prep and staffing: \$12,396.37
Overtime costs (within the total labor costs): \$6,982.84

In addition to the labor costs, I had one credit card bill for \$255.90 related directly to custodial supplies used for the restroom over that weekend. The total "Special Event" equipment charges for the entire month of August only total \$1,122.74, with most of that probably going to the Jazz Festival, though some went to the Labor Day BBQ (August 31 was a Saturday this year) and the Orchard East Homecoming.

I believe Bill tried to only have them charge time to "Special Events" for activities that were clearly related to the event, though some of that is also attributable to the Art Fair, and it is just about impossible to properly separate the two events.

My number from last year where our OT costs were cited at \$6,000 to \$7,000 appears spot on, and my general statement of the total costs of the event being somewhere between \$8,000 and \$15,000 probably was an understatement on the low end. It's all in how we want to represent the preparatory costs. Parks cleanup is important and should be part of our regular duties, but there's no question we hit it harder before the festival than we otherwise might.

Please let me know if you need anything else, or if I've confused you enough for one day.

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



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: EAST NOBLE AVENUE RESURFACING FUNDING CONTRACT WITH MDOT

DISCUSSION: The City of Monroe annually receives a formula share of Federal dollars specifically dedicated for use on our busiest roadways, known as Federal-Aid routes. These monies are available each year through Federal Transportation legislation due to the fact that we are within an urban area with population greater than 50,000. The Michigan Department of Transportation (MDOT) is the administering agency for these funds, and as such, an agreement is necessary between the City of Monroe and MDOT to enable them to be used on any project. For the state fiscal year that runs from October 1, 2013 through September 30, 2014, the City has approximately \$324,000 in Federal obligational authority, and must provide at least a 18.15% local match. It should be further noted that these monies cannot be carried over from year to year, so they must be assigned for use this fiscal year.

As approved in the 2014-15 Capital Improvements Program, the Engineering Department will be allocating all of this funding to the milling and resurfacing of East Noble Avenue between North Monroe Street (M-125) and North Dixie Highway. The project will consist of removing and resurfacing the top three inches (3") of existing asphalt pavement between Monroe and Macomb Streets and between Michigan Avenue and North Dixie Highway, and one and one-half inches (1-1/2") in other areas, along with associated work as needed to replace driveway approaches, replace spot curb locations, adjust structures, etc. Also, the roadway will be raised in grade by up to nine inches (9") between Michigan Avenue and LaPointe Avenue to match an existing DTE manhole that cannot be lowered in the intersection of Noble and Baptiste that is currently restricting turning movements. The project has been reviewed for consistency with the City's Complete Streets resolution that was approved by the City Council in 2011. Since the project budget supports only spot curb replacement and curbs are generally in good condition, no changes in the roadway width (presently between 24 and 26 feet between opposing faces of curb) are contemplated. As a result, there is not adequate pavement width to support on-street bicycle lanes, though the majority of the project has sidewalks on both sides of the roadway. Where sidewalks are lacking on the north side of the roadway between Michigan Avenue and the Norfolk Southern Railroad, they are being installed as a part of this project. This roadway was last resurfaced in 1988 (Monroe to Macomb Street) and 1995 (Macomb Street to North Dixie Highway).

Bids are due to be opened by MDOT on June 6, and the completion date is October 15. Prior to this work, the City will be replacing water mains in most of this corridor, and the Engineering Department will likely be recommending a bid award for the water main project at the June 2 City Council meeting.

The funding agreement with MDOT that must be approved is attached, along with a required resolution that must be adopted by the City Council. Page 8 of the attached agreement details the cost participation based on the construction estimate, and the present cost estimate is \$525,300 in total. The language of the agreement is standard for MDOT Local Agency Program projects, and is functionally unchanged from those approved in previous years. The dollar share for each entity is based on the project cost estimate. As is standard for Federally-funded projects, the City must pay at least an 18.15% local share for the remaining work items, as well as all costs for design and construction engineering and any overruns. Based on the above, the expected City share of the construction costs is \$201,300, though this could be reduced substantially if the bids come in favorably. \$60,000 was funded in Fiscal Year 13-14 for design engineering costs, and an additional \$15,000 was budgeted for construction engineering in Fiscal Year 14-15, though some of this will need to be allocated for materials testing. Based on the total City funding allocated in the 14-15 Capital Improvements Program of \$625,000, another \$24,700 (5% of construction costs) is also available for contingencies. We plan to manage and inspect this project with City staff if possible, though we typically use TTL Associates of Plymouth for material testing as needed.

IT IS RECOMMENDED that the attached resolution be approved, and that the local share of the costs be appropriated as detailed in the financial information below.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: MDOT award of the contract cannot occur until after the City approves the funding contract.

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, traveling public at large

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$625,000*
Cost of This Project Approval	\$550,000**
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

*Includes \$324,000 in formula Federal funds, \$201,300 in City share construction (per agreement), \$24,700 in City-funded project contingencies, \$60,000 already allocated for engineering costs in FY 13-14, \$15,000 additional funded in FY 14-15. Engineering costs include survey, design, inspection, project management, and materials testing.

**Includes the above less \$75,000 in engineering and testing costs, which are already available in their respective budget line items.

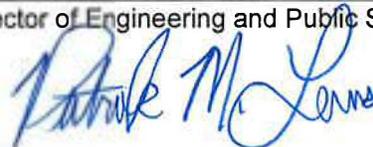
<u>SOURCE OF FUNDS:</u>	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	East Noble Avenue Resurf.	202-60.451-818.020 14M01	\$226,000
	<u>Other Funds</u>		
	Federal Urban Area Funds		\$324,000

Budget Approval:



FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 05/12/14

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: May 19, 2014

RESOLUTION

WHEREAS, East Noble Avenue between North Monroe Street and North Dixie Highway is under the jurisdiction of the City of Monroe; and

WHEREAS, this roadway surface is in poor condition, such that the City of Monroe has developed plans and specifications for the milling and resurfacing of up to the top three inches (3") of existing pavement, along with other associated work; and

WHEREAS, this roadway is eligible for the use of Federal Funds as it has been classified as an Urban Collector in the National Functional Classification System; and

WHEREAS, Federal Funding through the Surface Transportation Program (STP) in the amount of \$324,000 is available to the City of Monroe for use on this project; and

WHEREAS, the City of Monroe and the Michigan Department of Transportation have reached an understanding with each other regarding the performance of the project work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, BE IT RESOLVED, that the Monroe City Council hereby approves Contract Number 14-5188 with the Michigan Department of Transportation; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk-Treasurer be authorized to sign the contract on behalf of the City of Monroe.

STP

DA

Control Section	STU 58471
Job Number	123707
Project	STP 1458(014)
Federal Item No.	HH 9387
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	14-5188

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MONROE, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Monroe, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated April 3, 2014, attached hereto and made a part hereof:

Hot mix asphalt cold milling and resurfacing work along East Noble Avenue from North Monroe Street to North Dixie Highway; including sidewalk ramp and pavement marking work; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the

PROJECT COST up to the lesser of: (1) \$324,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon an effective billing rate and the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses. The initial effective billing rate for the federal funding of the PROJECT is calculated by using the federal funding for the PROJECT set at the time of the award of the construction contract, as described in Section 5, and dividing by the total costs of the PROJECT eligible for federal funding and authorized at the time of the award of the construction contract.

The effective billing rate for the federal funding of the PROJECT is determined by the current funding authorization for the PROJECT and may change as the PROJECT progresses and funding authorizations are increased or decreased.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required

by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

17. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF MONROE

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



APPROVED BY:
for [Signature]
Administrator
Real Estate

4/25/2014
Date

April 3, 2014

EXHIBIT I

CONTROL SECTION	STU 58471
JOB NUMBER	123707
PROJECT	STP 1458(014)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$525,300
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$525,300
Less Federal Funds*	<u>\$324,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	<u>\$201,300</u>

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs

 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



CITY COUNCIL AGENDA FACT SHEET

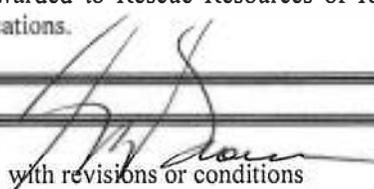
RELATING TO: Hydraulic Rescue Tool (Jaws of Life)

DISCUSSION: The Monroe Public Safety Division is requesting to purchase 1 Genesis Rescue System for use in vehicle extrication of crash victims. The Monroe Public Division has research all available products and determined that the Genesis Rescue System is the choice of the Division. The cost of the unit is \$9,819.50.

Bids were requested and open on May 2, 2014. Rescue Resources of Rockford, MI submitted the low bid of \$9,819.50. Just for a point of clarification Apollo Fire Equipment submitted two bids neither complied with the terms of the bid specifications.

It is recommended that a purchase order in the amount of \$9,819.50 be awarded to Rescue Resources of Rockford, MI for the purchase of one (1) Genesis Rescue System in accordance with the bid specifications.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY: Manuel J. Hoskins, Fire Chief

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 9,819.50
Cost of This Project Approval	\$ N/A
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

City

Account Number
101-55.336-977.000

Amount
\$ 9,819.50
\$ N/A
\$ N/A
\$ N/A
\$ N/A

Other Funds

\$ N/A
\$ N/A
\$ N/A
\$ N/A

Budget Approval: 

FACT SHEET PREPARED BY: Manuel J. Hoskins *Manuel J. Hoskins*

DATE: 5/9/2014

REVIEWED BY: Thomas C. Moore, Director of Public Safety

DATE: 5/9/2014

COUNCIL MEETING DATE: MAY 19, 2014

Rescue Resources L.L.C.

6754 Kitson NE • Rockford, MI 49341 • 616.540.2023
E Mail: KTSFIRE@SBCGLOBAL.NET

March 31, 2014

Lt. Brent Newsom
City of Monroe
15 Scott St
Monroe, MI
E mail: brent.newsom@monroemi.gov

Brent:

Thank you for the opportunity to present Genesis Rescue Tools to the City of Monroe Fire Department. Here is some additional information about our company.

Rescue Resources, LLC provides emergency services for our GENESIS customers. In the event that you would need loaner tools Rescue Resources guarantees you will have a loaner tool made available to you within 24 hours of notification, often sooner. If emergency service is required a tool can be picked up and exchanged at our Rockford office or delivered to you at a fee of \$70.00 per hour drive time one way. Rescue Resources, LLC has 3 power units, 3 cutters, 2 spreaders, a combi tool and a ram available to you as a loaner in the event that your power unit, cutter, spreader or ram is sent to Ohio for work or is being repaired at our facility.

Rescue Resources has a preventive maintenance program available that is conducted at your station. This in depth program includes disassembly, cleaning, lubrication, torque setting/adjustments and pressure setting/adjustments. During this service Rescue Resources will change and properly dispose of all fluids in the system. In the event an individual tool would need to come back to our facility for repair a loaner is left at no cost to your department. The cost for the 75 point yearly maintenance is \$575.00 and \$70.00 per hour (one way) drive time for our Service Technician. Our goal is to service your rescue equipment at your station. If we are not able to fix the equipment or need to wait on a part to make the repair, we will leave you equipment, on loan, until your equipment is back in service.

Rescue Resources, LLC is committed to training. Every set of GENESIS Rescue tools are put into service with hands-on training for your members.

Rescue Resources will provide a User Manual for each rescue tool provided at the time of delivery.

Thanks for the opportunity to quote Rescue Tools. I look forward to providing your new rescue tools. If you have any questions about GENESIS Rescue Systems or Rescue Resources, LLC please give me a call 24/7 at 616-540-2023.

Sincerely,

Kevin Sehlmeier

GENESIS RESCUE TOOLS

Sales • Service • Training

Rescue Resources L.L.C.

6754 Kitson NE • Rockford, MI 49341 • 616.540.2023
E Mail: KTSFIRE@SBCGLOBAL.NET

March 31, 2014

Lt. Brent Newsom,
City of Monroe
15 Scott St ,Monroe, MI
E Mail: brent.newsom@monroemi.gov

Brent:

Rescue Resources hereby submits the following quote for Genesis Rescue Systems equipment from American Rescue Technology.

One – Genesis 17c Brute Combination w/ 2 batteries	Price \$9,434.50 ea.
▪ NFPA #1936 compliant, P/N: ART.106.202.1 weight 47 pounds	
One- Genesis S45 eForce Spreader w/ 2 batteries	Price \$9,254.50 ea.
▪ NFPA #1936 compliant & ISO 9001 certified	
▪ P /N: ART.105.870.7 weight 47.2 pounds	
One – Genesis C236 eForce Cutter w/2 batteries	Price \$9,254.50 ea.
▪ NFPA #1936 compliant, NFPA A8, B9, C7, D9, E9,P/N:	
▪ ART.593.575.8, weight 52.6 pounds	
One – Genesis C165 eForce cutter w/ 2 batteries	Price \$9,074.50 ea.
▪ NFPA #1936 compliant, NFPA A8/B6/C6/D7/E9,	
▪ P/N: ART. 106.202.6, weight 43 pounds	
One-Genesis 21/36 RAM eForce w/ 2 batteries	Price \$7,364.50 ea.
▪ NFPA Compliant, P/N: ART.105.545.3, ram weight is 35.7 pounds	
One-3 Bay Charger 110VAC/28V	Price \$395.00 ea.
▪ P/N: ART.105.410.8	
One-Genesis Cutter Mounting Bracket	Price \$220.00 ea.
One-Genesis Spreader Mounting Bracket	Price \$220.00 ea.
One-Genesis Combi/Vario Mounting Bracket	Price \$220.00 ea.
One-Genesis Ram Mounting Bracket	Price \$285.00 ea.
Shipping	Price \$300.00

Thank you for the opportunity to submit this quote. If you have any questions, I can be reached at 616.540.2023, 24/7. I can also be reached after normal business hours at 616.874.2533. For further information on a full line of Genesis tools and training please visit the Genesis Tools website <http://www.genesisrescue.com/html/battervefs45.php>.

Prices Good Through: June 30, 2014; Delivery: 60 days or less normally; Terms: 15 days; F.O.B: Kettering, Ohio

Thank you,

Kevin Sehlmeyer

GENESIS RESCUE TOOLS

Sales • Service • Training



Genesis Rescue Systems Warranty

(This is a Limited Warranty. Please read it carefully)

WHO IS PROTECTED

The Genesis Limited Warranty provides, with few exceptions, that all Genesis Rescue Tools and parts are warranted against defects in materials and workmanship for the lifetime of the tools. If we determine that one of the Rescue Tools is defective, we will, at our option, repair or replace any of the components.

EXCLUSIONS

This Warranty is limited and protects only the original owner and covers all defects in material and workmanship with exceptions specified as follows: (1) damage caused by accident, any unreasonable use or neglect (including the lack of periodic and necessary maintenance), deterioration, wear and tear, or mishandling; (2) damage occurring during shipment (claims should be presented to the carrier); (3) damage to or deterioration of any accessory other than Genesis accessories (4) damage and breakages from failure to follow instructions contained in your owner's manual and use of tools in operations other than reasonable extrication and other rescue; (5) damage resulting from repairs or alterations by someone other than Genesis, or an authorized Genesis, Service Center.

TO OBTAIN WARRANTY PERFORMANCE

If your Genesis product ever needs service, write or call your Genesis Service Center. You may be asked to send your unit to the factory for repair. Please do not ship your product without prior authorization. This warranty is exclusive and Genesis makes no other warranty of any kind whatsoever, expressed or implied, with respect to the products sold by it, whether as to merchantability, fitness for a particular purpose or any matter. No distributor, agent, employee, or representative of Genesis has any authority whatsoever, to bind to any affirmation, representation or warranty concerning Genesis products or parts, except as stated herein.

WHO PAYS FOR WHAT

Genesis will pay labor and material for a period of one year and thereafter all material expense for all repairs covered by this warranty, for the lifetime of the equipment, as long as you own and properly maintain and handle the equipment subject to the discussed exclusions. If necessary repairs are not covered by this warranty, or if a unit is examined which is not in need of repair, you will be charged for the repairs or the examination. You must pay any shipping charges incurred in getting your Genesis products to and from an Genesis Service Center, or to the factory.

EXCLUSION OF CERTAIN DAMAGES

Genesis liability is limited to the replacement at our option, of any defective product and shall in no event include incidental or consequential commercial damages of any kind. Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion of incidental or consequential damages, so the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state. The purpose of this exclusive remedy shall be to provide the buyer with repair or replacement of products or parts sold by Genesis which have been found to be defective in materials or workmanship. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Genesis is willing and able to repair or replace said defective products or parts in the prescribed manner.

City of Monroe, Mi 2014 Hydraulic rescue tool (Jaws of Life)

Bids due Friday, May 2, 2014

1. 1 Genesis Rescue Systems 17c "Brute" Combination ART. 106.202.1 with 2 batteries.
2. 1 Genesis Combi/Vario Mounting Bracket
3. **Delivery by July 25 of 2014**
4. **Agree to a \$25 per day liquidated damage penalty if products are not delivered by July 25, 2014**

BIDS RECEIVED LIST FOR HYDRAULIC RESCUE TOOL (JAWS OF LIFE) FOR THE PUBLIC SAFETY DIVISION. BIDS DISTRIBUTED APRIL 17, 2014

BIDS DUE MAY 2, 2014.

<u>NAME</u>	<u>BID AMOUNT</u>
Rescue Resources LLC	\$9,819.50
Apollo Fire Equipment	\$8,450.00
Apollo Fire Equipment	\$10,850.00

PROPOSAL FORM

4-23-2014
(date)

HYDRAULIC RESCUE TOOL (JAWS OF LIFE) BID

Bids due no later than 3:00 P.M. (local time) on Friday, May 2, 2014, in the City Clerk's office.

Honorable Mayor and City Council
120 E First St
Monroe MI 48161-2288

Dear Mayor and Council Members,

We, the undersigned, propose to furnish the City of Monroe, Michigan with a hydraulic rescue tool (Jaws of Life) for the Public Safety Division at the price(s) shown below, in accordance with specifications provided. The bid meets the product specifications provided.

LUMP SUM BID

\$ 9,819.50

Inasmuch as the City of Monroe is exempt from all Federal Excise Tax and Michigan State Sales Tax, these items are not included in the above prices. Payment terms shall be net 30. We agree to comply with the terms of the bid specifications.

A Bid Bond, cashier's check, certified check or money order in the amount equal to five percent (5%) of the total bid is enclosed. If we receive a purchase order by May 23, 2014, the product will be delivered by July 25, 2014. We further agree to a \$25.00 per day liquidated damage penalty if the product is not delivered by July 25, 2014.

We understand the City reserves the right to reject any or all bids and to waive any informality and to make award in the best interest of the City of Monroe. It is agreed that this bid may not be withdrawn for thirty (30) days from the opening of this bid.

Respectfully submitted,

Name of Bidder: Rescue Resources, LLC

Address: 6754 Kitson Dr NE
Rockford, MI 49341

Phone: 616-540-2023

Signed By: [Signature]

Title: Owner