
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 weeks' notice to the City Clerk/Treasurer. Individuals with disabilities requiring auxiliary aids or services should contact the City of Monroe by writing or calling: City of Monroe, City Clerk/Treasurer, 120 E. First St., Monroe, MI 48161, (734) 384-9136. The City of Monroe website address is www.monroemi.gov.

**AGENDA - CITY COUNCIL REGULAR MEETING
MONDAY, DECEMBER 21 2009**

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. PRESENTATION.

Presentation by Mayor Worrell and Councilman Brian Beneteau to the St. Mary Catholic Central High School Football Team.

Presentation by Andrea Jones, executive Director, Main Street Monroe/Downtown Development Authority, regarding the "Win the Window" contest winner.

Presentation by Clerk-Treasurer, Charles D. Evans.

Presentation by Dr. James Harless, Mark Quimby, and Laney Henson from SME (Soil and Materials Engineers).

Audit Presentation by Plante and Moran.

V. PROCLAMATION.

293 December 21st, 2009 as "St. Mary Catholic Central High School Football Day".

VI. PUBLIC HEARINGS.

275 Public hearing for the purpose of reviewing and hearing comments on Proposed Ordinance No. 09-014, an Ordinance to amend Sections 22-31 and 22-32 of Chapter 22, Article IX; Commission on Environmental & Water Quality, of the Code of the City of Monroe. There are no comments on file in writing in the Clerk-Treasurer's Office.

VII. COUNCIL ACTION.

- 275 Proposed Ordinance No. 09-014, an Ordinance to amend Sections 22-31 and 22-32 of Chapter 22, Article IX; Commission on Environmental & Water Quality, of the Code of the City of Monroe, up for its final reading.

VIII. 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 Meeting held on, Monday, December 7, 2009
- B. Approval of payments to vendors in the amount of \$_____.
Action: Bills be allowed and warrants drawn on the various accounts for their payment.
- 294 Purchase of Grant-Funded Law Enforcement Software Purchase.
1. Communication from the Chief of Police, submitting a request to purchase the following grant-funded law enforcement software: 4th Watch Personnel Scheduling software - \$15,600; 4th Watch Personnel ASP.NET web-based client add-in - \$5,000; Quick Forms RMS Evidence Module - \$3,500; Quick Forms UCR Tracking and Management Module - \$2,000; Three-year technical support - \$1,500, and recommending approval to purchase the software listed above and further recommending that Prologix be considered a sole-source provider for this software because the software being purchased integrates with the Prologix software already installed at the department.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 295 Great Lakes Restoration Initiative Grant Application Resolution.
1. Communication from the Director of Water & Wastewater Utilities, submitting a resolution to submit a proposal to the EPA for grants and cooperative agreements to be awarded pursuant to a portion of the \$475 million Great Lakes Restoration Initiative, and recommending that Council approve the attached resolution for the City of Monroe to submit a proposal to the EPA in an effort to improve the fish and wildlife habitat along with providing other intangible benefits including increased tourism resulting in economic growth so as to remove BUI's and work towards delisting of the River Raisin AOC in accordance with the RAP.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 296 City Policies and Procedures.
1. Communication from the Director of Human Resources, submitting a Smoke Free Workplace Policy, and recommending that Council approve the attached Smoke Free Workplace Policy #016 and direct City administration to proceed with implementation.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 297 Pointe Aux Peaux Raw Water Pump – New Raw Water Pump Proposals.
1. Communication from the Director of Water & Waste Water Utilities, reporting back on three (3) proposals for professional engineering services, and recommending that a purchase order in the amount of \$16,785.00 be issued to Jones & Henry, LTD of Toledo, OH to perform a

hydraulic analysis and design of the new raw water intake pumps at the Pointe Aux Peaux Raw Water Pumping Station according to their proposal, and further recommending that the Director of Water & Wastewater be authorized to sign the contract on behalf of the City of Monroe.

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

298 Pointe Aux Peaux Raw Water Pump – Phase V Electrical Improvements Proposals.

1. Communication from the Director of Water & Waste Water Utilities, reporting back on three (3) proposals for professional engineering services, and recommending that a purchase order in the amount of \$15,000.00 be issued to Arcadis of Toledo, OH to perform the design phase engineering services for the Phase V Electrical Service Improvements at the Pointe Aux Peaux Raw Water Pumping Station as part of a FY 2009-2010 CIP project according to their proposal, and further recommending that the Director of Water & Wastewater be authorized to sign the contract on behalf of the City of Monroe.
2. Supporting documents.
3. Action: Accept, place on file and recommendation be carried out.

299 Clarifier No. 1 Launder Removal and Installation Bids.

1. Communication from the Director of Water & Wastewater Utilities, reporting back on bids received for the Clarifier No. 1 Launder Removal and Installation project, and recommending that a purchase order in the amount of \$22,740.00 for Clarifier No. 1 Launder Removal and Installation at the Water Treatment Plant be issued to Monroe Plumbing & Heating Company as part of a budgeted fiscal year 2009-2010 Capital Improvement Program project in accordance with the bid specifications.
2. Supporting documents.
3. Action: Accept, place on file and recommendation be carried out

300 Autoflush Flushing Units Bids.

1. Communication from the Director of Water & Wastewater Utilities, reporting back on bids received for the installation of Automatic Flushing Units, and recommend that a purchase order in the amount of \$32,700.00 be awarded to Zink/Covell Excavating for the installation of Automatic Flushing Units at 20 different locations as part of the fiscal year 2009-2010 Dead End Water Main Autoflushing CIP project in accordance with the bid specifications.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

301 Hall of Fame Club, Inc. – Resolution.

1. Communication from the City Manager's Office, submitting a proposed resolution to recognize the Hall of Fame Club, Inc. as a non-profit organization in the Monroe community, and recommending that the Resolution be adopted.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

302 Mailing System Lease.

1. Communication from the Finance Director, reporting back on the lease for our mailing system/postage machine that expires in September 2010, and recommending that Council approve a new mailing system lease with Pitney Bowes in the amount of \$211.00 per month for a forty-eight (48) month term, and further recommend that the City Manager be approved to sign the lease after review and approval by the City Attorney.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

303 Microsoft Office Software Upgrade Purchase.

1. Communication from the Finance Director, submitting a request to upgrade the Microsoft Office software used on all city computers, and recommending that Council approve the purchase of one hundred (100) Microsoft Office licenses from Dell in the amount of \$24,806.86.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

304 Contract for Rehabilitation and Painting of the Historic Sawyer House.

1. Communication from the Interim Director of Planning & Recreation, reporting back on bids received for rehabilitation and painting of the Historic Sawyer House and recommending that Council award the contract for repair and painting of the Sawyer House to Ohio Building Restoration (ORB) for an amount not to exceed \$33,639., and further recommending that the Mayor and/or City Manager be authorized to sign all necessary documents and/or contracts related to this project; and that the Planning Office be designated as project manager.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

305 800 MHz Radio Band Transition Contract.

1. Communication from the Director of Engineering & Public Services, submitting a contract for adjustment and re-tuning of all four (4) 800 MHz radios to the new frequency, and recommending that the attached contract with Sprint Nextel Corporation (or their subsidiary or affiliate company if appropriate or necessary) be approved, and that the Director of Engineering & Public Services or his designee be authorized to execute the agreement on behalf of the City of Monroe.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

IX MAYOR'S COMMENTS.

X. CITY MANAGER COMMUNICATION.

XI. COUNCIL COMMENTS.

XII. CITIZEN COMMENTS.

XIII. ADJOURNMENT.

PROCLAMATION

WHEREAS, it is an honor and privilege that the Mayor and City Council have been given this opportunity to pay tribute to St. Mary Catholic Central High School's Football Team; and

WHEREAS, the St. Mary Catholic Central High School football team has distinguished itself through athletic achievement where victories through teamwork have earned them an overall record of 12-wins and 2-defeats with a perfect record of 7 wins and 0 losses in the Huron League; and

WHEREAS, the dedication and hard work shown by the players and coaches has resulted in victories that have earned the team recognition with the following milestones during the 2009 season: Huron League Champions, MHSAA Division VI District Champions, Division VI Regional Champions, Division VI Semi Finalist, and Division VI State Runner-Up; and

WHEREAS, a team is no stronger than the strength of its individual members and its coaches who include: T. J. Lovell, Kyle Burkardt, Nathan Collins, Zachary Gabriel, Seth Gonyea, Gerald Harris, Zachery Highers, Michael Howey, Nate Johnston, Dakota Keiffer, Chris LaBeau, Chad LaPlante, Nick Mercurio, Dylan Miracle, Zachary Moore, Michael Pannone, John Qualey, Luke Vinsko, Nick Wilson, Frank Austin, Andrew Beavers, Luke Bliss, Rob Cardella, Chris Chang, Jack Cusumano, Daniel Couturier, Domenic DelPiombo, Zach Diederichs, Jacob Fix, Anthony Gaynier, Andrew Lamour, Calvin McShane, Cameron Mehregan, Anthony Mercurio, Evan Moore, Stephen Osentoski, Matthew Pulter, Edmond Shinevarre, David Shurtz, Joe Smith, Tyler Splan, Mike Swiercz, Dante Wilkie, Luke Yinger, Steve Pipis, Head Coach Jack Giarmo, Assistant Coaches Rob Beaudrie, Scott Hoffman, Rob Hogg, Jack Pizzo, Bill LaPlante, Chris Westover, and Nick Calkins; and

WHEREAS, Coach Jack Giarmo and his Assistant Coaches have instilled in their players the importance of teamwork, discipline, dedication and sportsmanship; and

WHEREAS, this Mayor and Council recognizes the importance of sports programs for their contribution to the shaping of today's youth and future community leaders.

NOW, THEREFORE, BE IT RESOLVED that the Monroe City Council congratulates the players, coaches, cheer leaders, student body, faculty and staff, and administration of St. Mary Catholic Central High School for achievements the Falcons earned on the gridiron during the 2009 season.

NOW, THEREFORE, I, Mark G. Worrell, Mayor of the City of Monroe, with the full support of City Council, do hereby proclaim December 21, 2009, as "**ST. MARY CATHOLIC CENTRAL HIGH SCHOOL FOOTBALL DAY**" in Monroe and we commend the team and coaches, as well as the parents and families of the team members, for their outstanding support and encouragement of these fine young athletes and we congratulate them on their outstanding achievement.

IN WITNESS WHEREOF, We have hereunto set our hands and caused the Seal of the City of Monroe to be affixed this 21 day of December 2009.

Council Members:

Mark G. Worrell, Mayor

Robert E. Clark, Precinct 1

Edward F. Paisley, Precinct 2

Kelvin McGhee, Precinct 3

Jeremy J. Molenda, Precinct 4

Mary V. Conner, Precinct 5

Brian P. Beneteau, Precinct 6



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: The Purchase of Grant-Funded Law Enforcement Software Purchase

DISCUSSION: The Police Department requests the purchase of the below listed software. The software will improve both the effectiveness and efficiency of the department's operations and allow both patrol officers and patrol supervisors to spend more time patrolling the streets of Monroe and less time at headquarters.

4th Watch Personnel Scheduling software- This is a site license (unlimited users) for the 4th Watch Scheduling and Personnel Management Software. This software automates the scheduling and tracking of employees, including the generation of shift rosters. The program also supports the automated tracking of sick, personal, vacation, and compensatory time. It also includes an equipment inventory function and several other related data tracking features. Cost- \$15,600.

4th Watch Personnel ASP .NET web-based client add-in- This is a web-based interface for the 4th watch program, allowing for a set of common functions to be performed over an intranet or the Internet. Cost- \$5,000.

Quick Forms RMS Evidence Module- This is an add-in to the Quick Forms RMS that allows for the tracking and control of items collected as evidence. It includes the tracking of the item's location and status and generates management reports and documentation. Cost- \$3,500.

Quick Forms UCR Tracking and Management Module- This is and Quick Forms add-in to allow for the auditing of the crime data reported to the State of Michigan to ensure its accuracy. This feature is particularly important because substantial problems were found with the 2008 automated computing of clearance crime clearances rates reported to the Michigan State Police for 2008. Cost- \$2,000.

Three-year technical support- Technical support for all of the above programs. Cost- \$1,500.

These products are produced by Prologix, a Monroe company that currently provides law enforcement software to the Monroe Police Department and most of the law enforcement agencies in Monroe County. The Police Department requests approval to purchase the above software and further requests that Prologix be considered a sole-source provider for this software because the software being purchased integrates with the Prologix software already installed at the department.

These purchases are fully funded through the Recovery Act – Edward Byrne – Justice Assistance Grant (JAG) Program. Council approved applying for this grant on April 6, 2009.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: none

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY: City of Monroe Police Department

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City of Monroe Police Department

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 27,600.00
	Cost of This Project Approval	\$ 27,600.00
	Related Annual Operating Cost	\$ 500.00*
	Increased Revenue Expected/Year	\$ N/A

*Operating costs for the first three years are included in the grant.

SOURCE OF FUNDS:	<u>City</u>	Account Number	Amount
			\$ N/A
	<u>Other Funds</u>		
Edward Byrne – Justice Assistance Grant		273-50.301-977.000-10G01	\$ 26,100.00
Edward Byrne – Justice Assistance Grant		273-50.301-818.020-10G01	\$ 1,500.00
			\$ N/A

Budget Approval: _____

FACT SHEET PREPARED BY: John Michrina, Monroe Police Department

DATE: 11/30/2009

REVIEWED BY: John Michrina, Monroe Police Department

DATE: 11/30/2009

COUNCIL MEETING DATE: 12/21/2009



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: GREAT LAKES RESTORATION INITIATIVE GRANT APPLICATION RESOLUTION

DISCUSSION: The City of Monroe currently owns six (6) low-head dams in the River Raisin where they were originally constructed to partially provide protection to new sanitary trunk line sewers from the north side of the River Raisin to the south side so as to route the sewerage to the Monroe Metropolitan Wastewater Treatment Plant. Part of the River Raisin is designated as a Great Lakes Area of Concern (AOC) in which the River Raisin Remedial Action Plan (RAP) has been developed. The RAP process for the River Raisin AOC identified nine (9) of the Great Lakes Water Quality Agreement's 14 beneficial uses as being impaired. The beneficial use impairments (BUIs) identified include Restrictions on Fish & Wildlife Consumption, Degradation of Fish and Wildlife Populations, Bird or Animal Deformities or Reproductive Problems, Degradation of Benthos, Restrictions on Dredging Activities, Eutrophication or Undesirable Algae, Beach Closings, Degradation of Aesthetics, and Loss of Fish and Wildlife Habitat. These impairments have been primarily caused by historical discharges of oils and grease, heavy metals, and polychlorinated biphenyls (PCBs) to the river from industrial facilities in the area. Additionally, industrial waste disposal sites adjacent to the river are suspected of contaminating the river. The River Raisin AOC is located within the City limits and is defined as the lower (2.6 miles) portion of the River Raisin, downstream from the low head dam (Dam #6) at Winchester Bridge in the City of Monroe, extending one-half mile out into Lake Erie following the Federal Navigation Channel and along the nearshore zone of Lake Erie, both north and south, for one mile.

Proposals are being solicited from eligible entities for grants and cooperative agreements to be awarded pursuant to a portion of the \$475 million Great Lakes Restoration Initiative. The President and the U.S. Environmental Protection Agency (EPA), in conjunction with 15 other federal agencies, have made restoring the Great Lakes a national priority. Funding will be used to address the most significant Great Lakes ecosystem problems and efforts in five major focus areas:

- Toxic Substances and Areas of Concern
- Invasive Species
- Nearshore Health and Nonpoint Source Pollution
- Habitat and Wildlife Protection and Restoration
- Accountability, Education, Monitoring, Evaluation, Communication and Partnerships

There will be no cost-sharing or matching requirement with this opportunity. The due date for all proposal submissions is noon on January 29, 2010. The City of Monroe Commission on Environment and Water Quality recommends submitting a proposal to the EPA in an effort to improve the fish and wildlife habitat along with providing other intangible benefits including increased tourism resulting in economic growth so as to remove BUIs and work towards delisting of the River Raisin AOC in accordance with the RAP.

IT IS RECOMMENDED that the City Council approve the attached resolution for the City of Monroe to submit a proposal to the EPA in an effort to improve the fish and wildlife habitat along with providing other intangible benefits including increased tourism resulting in economic growth so as to remove BUIs and work towards delisting of the River Raisin AOC in accordance with the RAP.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: ASAP

REASON FOR DEADLINE: To meet grant proposal timeline.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:


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

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Commission on Environment and Water Quality, City and County Residents

FINANCES

COST AND REVENUE PROJECTIONS:

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** December 11, 2009

REVIEWED BY: _____ **DATE:** _____

COUNCIL MEETING DATE: December 21, 2009

RESOLUTION

1 **WHEREAS**, the City of Monroe currently owns and maintains six (6) low-head dams in
2 the River Raisin; and

3 **WHEREAS**, said dams, while originally constructed partially to provide protection for
4 new sanitary trunk sewers from the north side of the River Raisin at the time of original
5 construction, serve as substantial barriers to native fish populations and development of other
6 native habitats; and

7 **WHEREAS**, a portion of the \$475 million Great Lakes Restoration Initiative will be used
8 competitively to provide funding to address the most significant Great Lakes ecosystem
9 problems and efforts in major focus areas including Toxic Substances and Areas of Concern
10 and Habitat and Wildlife Protection and Restoration; and

11 **WHEREAS**, the removal or modification of these low-head dams is specifically called out
12 in the document entitled "Delisting Targets for Fish/Wildlife Habitat and Population Related
13 Beneficial Use Impairments for the River Raisin Area of Concern (AOC)", which is a key
14 criterion for prioritization of projects of this type; and

15 **WHEREAS**, the improvement of wildlife habitat will have numerous tangible and
16 intangible benefits to the City of Monroe and its residents, including but not limited to increases
17 in tourism resulting in economic growth and other quality of life improvements; and

18 **WHEREAS**, application for these grant monies will require no present City match monies
19 other than staff grant preparation time,

20 **NOW, THEREFORE, BE IT RESOLVED**, that the Monroe City Council hereby
21 authorizes the City of Monroe Commission on the Environment and other appropriate personnel
22 and consultants, to apply for the above grant on its behalf, to begin feasibility studies, cost
23 estimation, and other relevant steps in planning for, but not yet implementing at this time, a
24 potential project up to and including permanent removal or modification of the low-head dams.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: CITY POLICIES & PROCEDURES - SMOKE FREE WORKPLACE POLICY

DISCUSSION: In an effort to protect all employees, customers, and visitors from exposure to second-hand smoke and to provide a healthy, comfortable, and productive environment, the following policy has been established.

After review and input from the Appointed Staff, as well as the City's Safety Committee, I respectfully recommend that the Mayor and City Council approve the attached Smoke Free Workplace Policy and direct City administration to proceed with implementation.

CITY MANAGER RECOMMENDATION:

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



Section Name: Employee Relations Effective Date: December 21, 2009
Section Number: 400 Date of Revision:
Policy Number: 016
Page 1 of 2

Subject: Smoke Free Workplace Policy

1. Purpose. The purpose of this policy is to protect all employees, customers and visitors from exposure to second-hand smoke.

2. Statement of Policy. The City of Monroe is committed to providing a healthy, comfortable, and productive environment for the employees, customers and visitors of this City. The City recognizes the health risks associated with second hand smoke and to mitigate these risks the City has established the following policy regarding smoking:
 - 2.1. Smoking is prohibited in all City facilities including, conference and meeting rooms, lunchrooms, restrooms, waiting areas, hallways, stairways, elevators and City-owned vehicles/equipment.

 - 2.2. In order not to interfere with access or the rights of others, smoking is not permitted within 25 feet of all building entrances, air intakes, and operable windows.

 - 2.3. Individuals who smoke outside the City's facilities are required to use ashtrays or similar receptacles to guard against fire and maintain good housekeeping. Cooperation is most important in this regard.

 - 2.4. No additional breaks are allowed for those employees who choose to smoke.

 - 2.5. Employees who desire to quit smoking may obtain information regarding smoking cessation programs from the Human Resources Department.

3. Definitions. None.

4. Application. This policy shall apply to all departments of the City of Monroe.

5. Responsibility. The Appointed Officials and the Human Resources Director will have the responsibility for overseeing and implementing this policy.

6. Administrative Procedures.

6.1 Enforcement:

(a) Persons observing a violation of this policy should bring it to the attention of their supervisor.

(b) Employee problems regarding smoking in work areas shall be resolved at the supervisory level, if possible. Otherwise, such problems shall be resolved by the Human Resources Director in accordance with this policy.

(c) Compliance with this policy is mandatory for all employees and persons visiting the City, with no exceptions. Employees who violate this policy are subject to disciplinary action.

7. Legislative History of Authority for Creation or Revision.

Adopted pursuant to action of the Monroe City Council, dated December 21, 2009.

Revised pursuant to action of the Monroe City Council, dated _____.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REPORT BACK ON PROPOSALS FOR PROFESSIONAL ENGINEERING SERVICES ON THE POINTE AUX PEAUX RAW WATER PUMPING STATION - NEW RAW WATER PUMP

DISCUSSION: The Water Department received three (3) proposals for professional engineering services from qualified firms to perform a hydraulic analysis and design of the new raw water intake pumps at the Pointe Aux Peaux Raw Water Pumping Station as part of multi-year funded Capital Improvement Program (CIP) project. All of the firms submitting proposals are qualified to perform the work; however we recommend contracting with Jones & Henry, Ltd of Toledo, OH since they are familiar with the raw water pumping station configuration, their related experience in the area, and the fact that they submitted the lowest cost proposal to complete all services. The actual lowest proposal was received from Arcadis of Toledo, OH, however the design scope of the project is not included which leaves project liability on the original engineer and the City. See the attached tabulation and recommended proposal for review.

The recommended proposal from Jones & Henry, Ltd of Toledo, OH is for \$16,785.00. The scope of services includes performing a hydraulic study of the existing system, evaluation of the 2006 plans and specifications including the station's electrical capacity and re-designing the new pumps necessary to provide the Monroe Water Treatment Plant's rated capacity with options (i.e. 18 MGD). Some options include replacing and or using the existing 30" raw water line in parallel for meeting future raw water source needs. The proposal includes performing all necessary field investigation, review of existing plans, specifications, as-built drawings, MDEQ Act 399 permit development, and information gathering to develop biddable engineering plans, specifications, and construction probable cost. In 2006 the new pumps were originally designed by Tetra Tech MPS. After review of the proposed plans and specifications options on the existing 30" raw water line were not considered as part of future improvements, longevity or reliability of the station and the pump design was too large for normal daily use. The pumping capacity of the pump as designed would not allow it to be run for daily average use in which operating a pump needs to periodically at a minimum to maintain its service life. The original designer on the project left the firm and additional design fees were required to complete all tasks. It was decided to use the existing plans and specifications as a base and consider another firm to complete the design to meet our needs since this project is a multi-year funded CIP.

The recommended consultant is very familiar with the overall City of Monroe Water System where the firm as a whole has a significant history of successful projects in the water industry coupled with an experienced staff that has City of Monroe Water System experience. The consultant has completed the 1996 City of Monroe Water System Facilities Plan, 2008 City of Monroe South Custer Booster Station (SCBS) Feasibility Study, 2009 SCBS Upgrades Phase I Design, 2007 Pressure Monitoring Stations, along with other Monroe Water System projects. The proposal costs are representative with industry standards and we are confident that the consultant will perform satisfactorily for the City of Monroe. This project is a multi-year funded project where funding will come from the Partnership Capital Replacement, Reserve Account such that Frenchtown Charter Township will pay 8/26 & the City of Water Department will pay 18/26. Adequate funding has been budgeted to complete the design on this project.

IT IS RECOMMENDED that a purchase order in the amount of \$16,785.00 be issued to Jones & Henry, Ltd of Toledo, OH to perform a hydraulic analysis and design of the new raw water intake pumps at the Pointe Aux Peaux Raw Water Pumping Station according to their proposal. **IT IS FURTHER RECOMMENDED** that the Director of Water and Wastewater be authorized to sign the contract on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

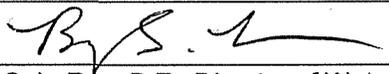
APPROVAL DEADLINE: ASAP

REASON FOR DEADLINE: Complete the design for advertising, bidding, and construction in 2010.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:


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

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City of Monroe Water Department, Frenchtown Charter Township, Water Customers in Both Utilities

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 821,500.00
Cost of This Project Approval	\$ 16,785.00
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	59940521 818020 05W09	\$16,785.00

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** December 14, 2009

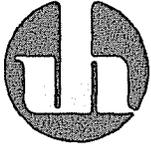
REVIEWED BY: _____ **DATE:** _____

COUNCIL MEETING DATE: December 21, 2009

POINTE AUX PEAUX RAW WATER PUMPING STATION - NEW RAW WATER PUMP

PROPOSAL BREAKDOWN

CONSULTANTING FIRM	PRICE	MEET PROJECT SCOPE REQ'TS	MISC.
JONES & HENRY ENGINEERS, LTD	\$ 16,785.00	YES	WILL PERFORM A HYDRAULIC STUDY, REVIEW / USE 2006 PLANS & SPECIFICATIONS, PROVIDE OPTIONS AND REDESIGN INCLUDING BIDDABLE PLANS & SPECIFICATIONS. LIABILITY FOR PROJECT ON JONES & HENRY, LTD.
URS CORPORATION	\$ 55,500.00	YES	WILL PERFORM A HYDRAULIC STUDY, REVIEW / USE 2006 PLANS & SPECIFICATIONS, PROVIDE OPTIONS AND REDESIGN INCLUDING BIDDABLE PLANS & SPECIFICATIONS. LIABILITY FOR PROJECT ON URS CORPORATION.
ARCADIS	\$ 7,300.00	NO	WILL PERFORM A HYDRAULIC STUDY, REVIEW 2006 PLANS & SPECIFICATIONS, & PROVIDE RECOMMENDATIONS. REDESIGN SCOPE NOT INCLUDED. LIABILITY FOR PROJECT REMAINS ON ORIGINAL DESIGNER & CITY



Jones & Henry Engineers, Ltd.

2000 WEST CENTRAL AVENUE, TOLEDO, OHIO 43606 • 419/473-9611
www.jheng.com FAX • 419/473-8924

September 10, 2009

Barry S. LaRoy, P.E.
Director of Water & Utilities
120 East First Street
Monroe, Michigan 48161

Subject: Proposal to Provide Engineering Design for
a New Raw Water Pump for the Wilfred L. LePage
Pump Station

Dear Mr. LaRoy:

Thank you for requesting a proposal from Jones & Henry for the subject project.

Jones & Henry will perform a hydraulic analysis for establishing an accurate system curve for the discharge line and pump. This step is critical for selecting a pump that can, when pumping with either existing pump 5 or 6 can produce 18.0 mgd of flow and, when pumping alone can meet an average daily flow of approximately 8.0 mgd with the aid of a VFD.

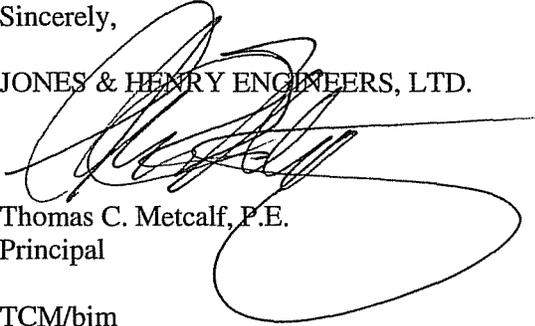
Jones & Henry will use the existing previously designed plans and specifications as much as possible and prepare new plans and specifications for a single raw water pump with VFD. Jones & Henry will assist the City in preparing the Act 399 form for submittal to MDEQ. We will provide engineering services through the bidding phase of the project.

We propose to provide these services on a time and expense basis for a fee not to exceed \$16,785.

Please call if you have any questions or require any clarification as to the scope of services to be provided.

Sincerely,

JONES & HENRY ENGINEERS, LTD.


Thomas C. Metcalf, P.E.
Principal

TCM/bjm

c: Christopher Knight



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REPORT BACK ON PROPOSALS FOR PROFESSIONAL ENGINEERING DESIGN SERVICES OF THE POINTE AUX PEAUX RAW WATER PUMPING STATION - PHASE V ELECTRICAL IMPROVEMENTS

DISCUSSION: The Water Department received three (3) proposals for professional engineering services from qualified firms to perform the design phase engineering services for the Phase V Electrical Service Improvements at the Pointe Aux Peaux Raw Water Pumping Station as part of a FY 2009-2010 Capital Improvement Program (CIP) project. See the attached tabulation and recommended proposal for review.

The consulting firm Arcadis from Toledo, OH has submitted a proposal that includes design phase engineering services to remove and replace the existing 1948 Motor Control Center (MCC) and all related appurtenances in which the system will mimic the functionality of the existing MCC while improving the reliability of that portion of the electrical system of the pumping station. The proposal includes performing all necessary field investigation, review of existing as-built drawings, and information gathering to develop biddable engineering plans, specifications, and construction probable cost. The MCC is 60 years old and needs to be updated with new equipment to avoid system failures and increase reliability. This project is a multi-year funded project where funding will come from the Partnership Capital Replacement, Reserve Account such that Frenchtown Charter Township will pay 8/26 & the City of Water Department will pay 18/26.

The consultant submitting the proposal is very qualified to perform the design phase engineering service where they have the most experience with electrical projects at City of Monroe Water Facilities. The following electrical projects and studies are some projects that have been successfully designed by the consultant: Raw Water Facilities Plan, Filter Console System Upgrade, Water Treatment Plant Automated Transfer Switch, Water Treatment Plant High Pump Switchgear Replacement, and Pretreatment Control Panel #7 Replacement. All these projects have been constructed while maintaining functionality of the facilities. We recommend employing Arcadis of Toledo, Ohio to perform the services since they have significant experience and understanding of our system. The proposal costs are representative with industry standards and we are confident that the consultant will perform satisfactorily for the City of Monroe. The FY 2009-2010 CIP project includes completing the design of this project where adequate funding has been budgeted.

IT IS RECOMMENDED that a purchase order in the amount of \$15,000.00 be issued to Arcadis of Toledo, OH to perform the design phase engineering services for the Phase V Electrical Service Improvements at the Pointe Aux Peaux Raw Water Pumping Station as part of a FY 2009-2010 CIP project according to their proposal. **IT IS FURTHER RECOMMENDED** that the Director of Water and Wastewater be authorized to sign the contract on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: ASAP

REASON FOR DEADLINE: Complete the design phase in time for advertising, bidding, and construction once remaining funding is available to complete the project in the FY 2010-2011.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:


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

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City of Monroe Water Department, Frenchtown Charter Township, Water Customers in Both Utilities

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 151,000.00
	Cost of This Project Approval	\$ 15,000.00
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:	<u>City</u>	Account Number	Amount
	General Contract Services	59940521 818020 10W07	\$15,000.00

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** December 14, 2009

REVIEWED BY: _____ **DATE:** _____

COUNCIL MEETING DATE: December 21, 2009

POINTE AUX PEAUX RAW WATER PUMPING STATION - PHASE V ELECTRICAL IMPROVEMENTS

PROPOSAL BREAKDOWN

CONSULTANTING FIRM	PRICE	MEET PROJECT SCOPE REQ'TS	MISC.
ARCADIS	\$ 15,000.00	YES	WILL PERFORM ALL NECESSARY FIELD INVESTIGATION, INFORMATION GATHERING & REVIEW EXISTING AS-BUILTS TO DEVELOP BIDDABLE PLANS, SPECIFICATIONS, & CONSTRUCTION ESTIMATE.
JONES & HENRY ENGINEERS, LTD	\$ 16,000.00	YES	WILL PERFORM ALL NECESSARY FIELD INVESTIGATION, INFORMATION GATHERING & REVIEW EXISTING AS-BUILTS TO DEVELOP BIDDABLE PLANS, SPECIFICATIONS, & CONSTRUCTION ESTIMATE.
URS CORPORATION	\$ 18,500.00	YES	WILL PERFORM ALL NECESSARY FIELD INVESTIGATION, INFORMATION GATHERING & REVIEW EXISTING AS-BUILTS TO DEVELOP BIDDABLE PLANS, SPECIFICATIONS, & CONSTRUCTION ESTIMATE.



Mr. Barry LaRoy
Director of Water and Utilities
City of Monroe
120 East First Street
Monroe, MI 48161

Subject:
Monroe, Michigan
Pointe Aux Peaux Raw Water Pumping Station – Phase V
Electrical Improvements (MCC Replacement)

Dear Mr. LaRoy:

In response to Mr. Chris Knight's request during a phone conversation on August 20th, we are pleased to submit this engineering services proposal to the City for the Motor Control Center (MCC) Replacement at the Pointe Aux Peaux Raw Water Pumping Station.

The scope of the project generally includes the design phase engineering services to remove the existing MCC and replace it with a new MCC. The existing MCC has been in service for more than 50 years and is nearing the end of its expected useful life. A new MCC will be provided, which will mimic the functionality of the existing MCC.

The new MCC and associated circuit breakers will renew the reliability of this portion of the electrical system at the Pumping Station. Further, new circuit breakers operate much faster than older style breakers, which will provide better electrical protection as well as reduce the available incident energy hazard for maintenance personnel.

As part of this project, we will plan to perform a field investigation to gather information on the existing MCC. During the investigation, we will also plan to review any existing drawings that are available on the existing MCC. Once we have collected sufficient information, we will develop engineered plans, specifications, and a construction probable cost for review and comment by the City. After the City has had a chance to review and comment on the draft construction documents, then we will produce signed and sealed documents for bidding purposes.

Imagine the result

Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.

ARCADIS
600 Jefferson Avenue
Suite 400
Toledo
Ohio 43604
Tel 419.473.1121
Fax 419.473.2108
www.arcadis-us.com

WATER RESOURCES

Date:
September 16, 2009

Contact:
Ken Arnold

Phone:
419.473.1121, ext. 264

Email:
ken.arnold@arcadis-us.com

Our ref:
66MNRMIO.IF00

Our proposed lump sum fee to perform these design phase services is \$15,000. A detailed breakdown of our Scope of Work and projected manhours and expenses is attached. We have also included a service agreement for this project. If this proposal is acceptable, please sign the agreement and return one copy to us along with the City's purchase order.

We will be prepared to schedule a kick-off meeting with the City within two weeks of your notice to proceed. Final construction documents will be provided within three weeks of receipt of comments by the City on the draft submittal.

Our previous experiences at and knowledge of the Pointe Aux Peaux Raw Water Pumping Station, combined with our great working relationship with the City of Monroe personnel, should position us well to excel on this task. We appreciate the opportunity to propose these services to you.

If you have any questions, please do not hesitate to call.

Sincerely,

ARCADIS U.S., Inc.



Thomas P. Armstrong, Jr., PE
Electrical Engineer



Kenneth W. Arnold, PE
Project Manager



Robert C. Stevenson
Water Resources Manager

Copies:

Mr. Chris Knight, City of Monroe

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to ARCADIS as a result of — or in connection with — the submission of this proposal, ARCADIS and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

SHORT FORM PROFESSIONAL SERVICES AGREEMENT

Agreement No.: _____ (the "Agreement") Dated as of: _____ (the "Effective Date") Amount of Compensation: _____ Types of Compensation: <input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Cost Plus <input type="checkbox"/> T&M <input type="checkbox"/> Other (Specify): _____	PLEASE INCLUDE THE PROJECT NUMBER BELOW ON ALL CORRESPONDENCE: ARCADIS PROJECT NO.: TO000446.B001 PRIME AGREEMENT NO.: _____ (if applicable)
1. PARTIES (individually a "Party" and collectively the "Parties")	
<p style="text-align: center;">CLIENT</p> Name: <u>City of Monroe, Michigan</u> (The "Client") Address 1: <u>City of Monroe</u> Address 2: <u>120 East First Street</u> City: <u>Monroe</u> State: <u>MI</u> Zip: <u>48161</u> CLIENT IS A (Check Appropriate Box): <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Joint <input checked="" type="checkbox"/> Other (specify): <u>Municipal Government</u> CLIENT IS ESTABLISHED UNDER THE LAWS OF: State or Commonwealth of <u>Michigan</u>	<p style="text-align: center;">ARCADIS</p> Name: <u>ARCADIS U.S., Inc.</u> ("ARCADIS") Address 1: <u>600 Jefferson Avenue - Suite 400</u> Address 2: _____ City: <u>Toledo</u> State: <u>OH</u> Zip: <u>43604</u>
2. PARTY REPRESENTATIVES	
<p style="text-align: center;">CLIENT REPRESENTATIVE</p> Mail Originals: <u>Mr. Barry LaRoy, PE</u> <u>Director of Water & Utilities</u> City of Monroe 120 East First Street Monroe, MI 48161 Telephone: <u>734-384-9122</u> Fax: _____ With Copies To: _____ _____ Attention: _____ Telephone No.: _____ Facsimile No.: _____	<p style="text-align: center;">ARCADIS REPRESENTATIVE</p> Mail Originals: Ken Arnold, PE Project Manager ARCADIS U.S., Inc 600 Jefferson Avenue - Suite 400 Toledo, OH 43604 Telephone: <u>419-473-1121</u> Fax: <u>419-473-2108</u> With Copies To: _____ Attention: _____ Telephone No.: _____ Facsimile No.: _____
3. GENERAL TYPES OF SERVICES TO BE PERFORMED	4. SPECIAL TYPES OF SERVICES TO BE PERFORMED
Check each appropriate box: <input type="checkbox"/> Environmental <input checked="" type="checkbox"/> Infrastructure <input type="checkbox"/> Other : _____ Services performed under this Agreement are detailed in the Scope of Services.	Check each appropriate box: <input type="checkbox"/> Field <input type="checkbox"/> Other : _____
5. AGREEMENT	
The following documents form and are incorporated into this Agreement: <ul style="list-style-type: none"> • Exhibit A: Scope of Services • Exhibit B: General Terms and Conditions for Professional Services 	
6. EXECUTION	
In witness hereof, and in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties have caused this Agreement to be executed on the day and year first set forth above.	
CLIENT	ARCADIS
By: _____ Name: _____ Title: _____	By:  Name: Robert C. Stevenson Title: Water Resources Manager

**EXHIBIT A
SCOPE OF SERVICES
FOR SHORT FORM PROFESSIONAL SERVICES AGREEMENT**

1. SERVICES TO BE PERFORMED

- 1.1 ARCADIS agrees to diligently and professionally perform professional consulting services and produce all of the deliverables, described in this Agreement and all exhibits hereto for the proper completion of the General Scope of Services.
- 1.2 ARCADIS shall have no obligation to commence the Services as stipulated in this Agreement until this Agreement is fully executed and delivered to ARCADIS. Any schedule requirements applicable to ARCADIS Services will be set forth in this Exhibit. Services shall include all the work necessary to perform the work described in this Agreement.
- 1.3 ARCADIS shall faithfully perform the Services required under this Agreement in accordance with standard of care, skill, training, diligence and judgment provided by competent professionals who perform work of a similar nature to the work described in this Agreement.
- 1.4 ARCADIS agrees to correct, at its own expense, any services provided under this Agreement that do not conform to the standard of care hereunder for a period of one (1) year following the completion of services. No other guarantee or warranty, express or implied, is intended by this Agreement.

2. GENERAL SCOPE OF SERVICES

- 2.1 Perform Design Phase services for the replacement of an existing Motor Control Center at the Pointe Aux Peaux Raw Water Pumping Station as described in the ARCADIS proposal letter dated September 16, 2009.

**EXHIBIT B
GENERAL TERMS AND CONDITIONS
FOR SHORT FORM PROFESSIONAL SERVICES AGREEMENT**

1. CHANGES IN THE WORK

- 1.1 At any time after execution of this Agreement, Client may order changes in ARCADIS Services consisting of additions, deletions, and revisions within the general scope of services being performed by ARCADIS under this Agreement. Whenever a change in the scope and/or time for performance of services occurs, or if Client has notified ARCADIS of a change, ARCADIS shall submit to Client an estimate of the changes in cost and/or schedule, with supporting calculations and pricing. Pricing shall be in accordance with the pricing of this Agreement

2. TERMINATION OF AGREEMENT

- 2.1 Either Party may terminate this Agreement without cause and/or for convenience after giving five (5) days' written notice to the other Party. However, ARCADIS shall not have the right to terminate this Agreement, without cause, prior to completion by ARCADIS of all Services required under the Agreement. In the event Client terminates ARCADIS services without cause and/or for Client's convenience, Client shall be liable to promptly pay ARCADIS for all work performed through the date of termination, all of ARCADIS expenses directly attributable to the termination, including fair and reasonable sums for overhead and profit for work performed, and costs incurred by ARCADIS in terminating any contracts entered into in connection with the performance of its Services.

3. USE OF DOCUMENTS

- 3.1 All documents provided by ARCADIS pursuant to this Agreement are instruments of service of ARCADIS, and ARCADIS shall retain an ownership and property interest therein (including the right of reuse) until Client has made full payment to ARCADIS for such documents pursuant to this Agreement. All documents generated by ARCADIS pursuant to this Agreement

are not intended or represented to be suitable for reuse by Client or others on any other project, or other purposes other than that for which the same were created Client agrees not to reuse said reports or materials on any other project, or for any other purpose other than that for which they were created, without the prior written consent of ARCADIS. Reuse of said reports or other material by Client for any other purpose or on other projects without written permission or adaptation by ARCADIS for the specific purposed then intended shall be at the Client's and user's sole risk, without liability on ARCADIS' part, and Client agrees to indemnify and hold harmless ARCADIS from all claims, damages and expenses, including attorneys' fees, arising out of such unauthorized reuse by Client.

4. INDEMNIFICATION

- 4.1 The Parties shall at all times remain entirely responsible for the results and consequences of their own negligence and agree to indemnify and hold harmless the other Party from and against any and all claims, losses, damages, costs and expenses, including attorneys' fees, which may arise or result from such Party's negligence

5. LIMITATION OF LIABILITY

- 5.1 The total liability, in the aggregate, of ARCADIS and its directors, officers, or employees, and any of them, to Client or anyone claiming by, under or through the Client for any and all injuries, claims, losses, expenses, and damages whatsoever arising out of or in any way related to ARCADIS Services, shall be limited to the total fees paid to ARCADIS under this Agreement. In no event, however, shall any liability to Client exceed the amount of applicable insurance that ARCADIS has procured for services under this Agreement.

- 5.3 The Client and ARCADIS waive incidental, indirect, or consequential damages, loss revenues or profits from claims, disputes or

other matters in question arising out of or relating to this Agreement, whether such claims arise from negligence, breach of contract, or strict liability

6. PAYMENT TERMS

6.1 ARCADIS shall invoice Client for Services in accordance with ARCADIS standard invoicing practices. Invoices are due and payable on receipt and should be remitted by check or wire transfer of immediately available funds as follows:

6.2.1 Lockbox: ARCADIS U.S., Inc., Dept 547, Denver, Colorado 80291-0547

6.2.2 Electronically (wire transfer): Wells Fargo Bank, ABA 102000076, Account# 101816475, ARCADIS U.S., Inc.

6.2 If Client fails to make any payment due ARCADIS for services and expenses within thirty (30) days after receipt of invoice, the amounts due ARCADIS will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from accounts not paid within thirty (30) days.

6.3 If Client reasonably objects to any portion of an invoice, Client shall provide written notification to ARCADIS of Client's objection and the basis for such objection within fifteen (15) days of the date of receipt of the invoice, and the Parties immediately shall make every effort to settle the *disputed* portion of the invoice. The *undisputed* portion shall be paid immediately and Client shall not offset amounts due ARCADIS for any credit or disputes arising under a different agreement or work authorization. Client shall waive any objections to ARCADIS invoice if it fails to timely provide such written notice to ARCADIS. If payment of invoices by Client is not maintained on a current basis, ARCADIS may, after giving seven (7) days' written notice to Client, suspend further performance until such payment is restored to a current basis. All suspensions shall extend the time for performance by a length of time equal to the duration of the suspension, and ARCADIS shall be paid for Services performed and charges incurred

prior to the suspension date, plus suspension charges. Suspension charges shall include, without limitation, putting of documents and analyses in order, personnel and equipment rescheduling or reassignment adjustments, additional insurance/bonding coverage, extended overhead and costs, and all other related costs and charges incurred and attributable to suspension.

6.4 In the event of litigation or other proceeding to enforce performance of this Agreement or any payment obligation under this Agreement, the prevailing Party shall be entitled to recover from the other Party attorneys' fees and costs as may be reasonably incurred by reason of the litigation.

7. SITE CONDITIONS

7.1 ARCADIS shall not be liable for: (i) damage or injury to any subterranean structures (including, but not limited to, utilities, mains, pipes, tanks, and telephone cables) or any existing subterranean conditions; or the consequences of such damage or injury, if (with respect to this clause (i)) such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by ARCADIS in connection with the Services; (ii) concealed conditions encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure at variance with the conditions indicated by the Scope of Services; or (iv) unknown physical conditions below the surface of the ground that differ materially from those ordinarily encountered and are generally recognized as inherent in work of the character provided under this Agreement.

7.2 Client shall provide to ARCADIS all plans, maps, drawing and other documents identifying the location of any subterranean structures on the Site. Prior to location of any drilling or excavation below the ground surface, ARCADIS shall obtain the concurrence of the Client as to the location for such drilling or excavation.

7.3 Should: (i) concealed conditions be encountered in the performance of the

Services; (ii) concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Scope of Services; or (iii) unknown physical conditions below the ground differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided under this Agreement; then the amount of this Agreement and/or time for performance shall be equitably adjusted by change order upon claim by either Party made within twenty (20) days after the first observance of the conditions.

benefits from this Agreement shall be deemed to be incidental beneficiaries only.

9.2 Force Majeure –Neither Party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by forces beyond its reasonable control, including without limitation, strikes, lockouts, or other industrial disturbances, acts or omissions of subcontractors, compliance with any regulations, civil disturbances, fires, floods, earthquakes, acts of God, acts of a public enemy or terrorism, epidemics or pandemics.

8. ACCESS TO SITE

8.1 During the term of this Agreement, Client shall grant to or cause to be made available to ARCADIS reasonable and necessary nonexclusive access to the Site and other Sites, as necessary, for purpose of allowing ARCADIS to perform the Services and fulfill its obligations under this Agreement. ARCADIS shall comply with generally accepted safety procedures and all other safety procedures that have been communicated to ARCADIS or its Personnel by Client. If the Site is sold or otherwise conveyed to a third party, Client shall immediately notify ARCADIS if Client is unable to obtain necessary access within a timely manner. Should ARCADIS be obstructed or delayed in the commencement, performance or completion of the Work, without fault on its part, by reason of not having full access to the Site, and then ARCADIS will be entitled to an adjustment in compensation and/or an extension in the completion time requirements.

9. GENERAL PROVISIONS

9.1 **No Third Party Beneficiaries** - The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Client and ARCADIS, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the Client and ARCADIS that sub consultants and any other person other than the Client or ARCADIS receiving any

**EXHIBIT E
WORK AUTHORIZATION
NO. 2009-2**

This Work Authorization is entered into by and between ARCADIS U.S., Inc., a Delaware corporation ("ARCADIS") and the City of Monroe, Michigan ("Client"). This Work Authorization incorporates by reference the Professional Service Agreement entered into by the Parties dated _____ (the "Services Agreement"). The Services Agreement is hereby amended and supplemented as follows:

1. GENERAL DESCRIPTION OF BASIC SERVICES

Client hereby authorizes ARCADIS to perform the following general scope of Basic Services:

Perform Design Phase services for the replacement of an existing Motor Control Center at the Pointe Aux Peaux Raw Water Pumping Station as described in the ARCADIS proposal letter dated September 16, 2009.

6. COMPENSATION FOR SERVICES

9.1 Lump Sum Method:

9.1.1 Client shall pay ARCADIS a lump sum fee of \$15,000 for Basic Services provided under this Work Authorization, which shall be paid by Client as follows:

- Client will be billed monthly for the proportionate amount of the authorized fee that corresponds to the proportionate amount of the design services completed.

7. SCHEDULE FOR SERVICES

ARCADIS shall perform the Basic Services described above in accordance with the following schedule:

- ARCADIS shall submit draft drawings and specifications to the Client within 90 days of being authorized to proceed with the Work.

CLIENT	ARCADIS
By:	By: <i>Robert C. Stevenson</i> Robert C. Stevenson
Title:	Title: Water Resources Manager
Date:	Date: 9-17-2009



Mr. Barry LaRoy
Director of Water and Utilities
City of Monroe
120 East First Street
Monroe, MI 48161

Subject:
Monroe, Michigan
Pointe Aux Peaux Raw Water Pumping Station – Phase V
Electrical Improvements (MCC Replacement)

Dear Mr. LaRoy:

In response to Mr. Chris Knight's request during a phone conversation on August 20th, we are pleased to submit this engineering services proposal to the City for the Motor Control Center (MCC) Replacement at the Pointe Aux Peaux Raw Water Pumping Station.

The scope of the project generally includes the design phase engineering services to remove the existing MCC and replace it with a new MCC. The existing MCC has been in service for more than 50 years and is nearing the end of its expected useful life. A new MCC will be provided, which will mimic the functionality of the existing MCC.

The new MCC and associated circuit breakers will renew the reliability of this portion of the electrical system at the Pumping Station. Further, new circuit breakers operate much faster than older style breakers, which will provide better electrical protection as well as reduce the available incident energy hazard for maintenance personnel.

As part of this project, we will plan to perform a field investigation to gather information on the existing MCC. During the investigation, we will also plan to review any existing drawings that are available on the existing MCC. Once we have collected sufficient information, we will develop engineered plans, specifications, and a construction probable cost for review and comment by the City. After the City has had a chance to review and comment on the draft construction documents, then we will produce signed and sealed documents for bidding purposes.

Imagine the result

Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.

ARCADIS
600 Jefferson Avenue
Suite 400
Toledo
Ohio 43604
Tel 419.473.1121
Fax 419.473.2108
www.arcadis-us.com

WATER RESOURCES

Date:
September 16, 2009

Contact:
Ken Arnold

Phone:
419.473.1121, ext. 264

Email:
ken.arnold@arcadis-us.com

Our ref:
66MNRMIO.IF00

Our proposed lump sum fee to perform these design phase services is \$15,000. A detailed breakdown of our Scope of Work and projected manhours and expenses is attached. We have also included a service agreement for this project. If this proposal is acceptable, please sign the agreement and return one copy to us along with the City's purchase order.

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Our previous experiences at and knowledge of the Pointe Aux Peaux Raw Water Pumping Station, combined with our great working relationship with the City of Monroe personnel, should position us well to excel on this task. We appreciate the opportunity to propose these services to you.

If you have any questions, please do not hesitate to call.

Sincerely,

ARCADIS U.S., Inc.



Thomas P. Armstrong, Jr., PE
Electrical Engineer



Kenneth W. Arnold, PE
Project Manager

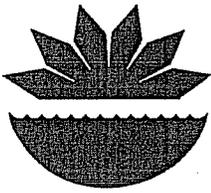


Robert C. Stevenson
Water Resources Manager

Copies:

Mr. Chris Knight, City of Monroe

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to ARCADIS as a result of — or in connection with — the submission of this proposal, ARCADIS and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REPORT BACK ON BIDS RECEIVED FOR CLARIFIER NO. 1 LAUNDER REMOVAL AND INSTALLATION PROJECT – WATER DEPARTMENT

DISCUSSION: Three (3) bids were received on December 11, 2009 for the Clarifier No. 1 Launder Removal and Installation project as part of a budgeted fiscal year 2009-2010 Capital Improvement Program project. The bidder meeting all bid specifications is from Monroe Plumbing & Heating Company out of Monroe, MI for \$22,740.00. Attached is bid tabulation for reference.

The project includes removal and disposal of twelve (12) metal launders and installation of twelve (12) City of Monroe Water Department supplied Fiberglass Reinforced Polyester (FRP) launder replacements within Clarifier No. 1 at the Monroe Water Treatment Plant. Purchasing of the replacement launders was awarded on September 8, 2009 to Midwestern Fabricators, LLC out of Salt Lake City, UT which have been designed and are currently being manufactured for this project through a separate contract. The launders in each of the clarifier's at the Water Treatment Plant transport water as part of the water treatment process. During water transport, the launders are subjected to a corrosive environment which currently deteriorates the metal in turn requiring maintenance after a 7-10 year time span. The FRP launders are inert to the corrosive environment such that it is expected that the materials will extend the timeframe between scheduled maintenance to a 15-20 year schedule. The overall clarifier will maintain its original function and provide for an extended service life. Monroe Plumbing & Heating Company has performed several similar City projects in the past including the same retrofit project to Clarifier #2 and are certainly capable of completing this project as well. Adequate funding is provided to complete the project.

IT IS RECOMMENDED that a purchase order in the amount of \$22,740.00 for Clarifier No. 1 Launder Removal and Installation at the Water Treatment Plant be issued to Monroe Plumbing & Heating Company as part of a budgeted fiscal year 2009-2010 Capital Improvement Program project in accordance with the bid specifications.

CITY MANAGER RECOMMENDATION:

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

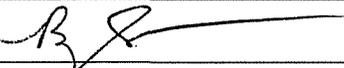
APPROVAL DEADLINE: January 10, 2010

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

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:


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

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Water Department

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 70,000.00
	Cost of This Project Approval	\$ 22,740.00
	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>
	Water System	59140537 975000 10W05	\$ 22,740.00

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** December 14, 2009

REVIEWED BY: _____ **DATE:** _____

COUNCIL MEETING DATE: December 21, 2009

BIDS RECEIVED LIST FOR CLARIFIER #1 LAUNDER REPLACEMENT AT THE
WATER TREATMENT PLANT. BID REQUESTS MAILED 11/23/09. BIDS DUE
FRIDAY, DECEMBER 11, 2009.

	<u>BID AMOUNT</u>
US FILTER ENVIREX PRODUCTS 107 MEREDITH LANE STREAMWOOD IL 60107	NO BID
ERIE WELDING & MECHANICAL 9776 DIXIE HWY ERIE MI 48133	\$28,931.00 (BID BOND)
MONROE PLUMBING & HEATING 506 COOPER ST MONROE MI 48161	\$22,740.00 (BID BOND)
SIEB PLUMBING & HEATING 117 W FIRST ST MONROE MI 48161	\$38,109.00 (BID BOND)



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REPORT BACK ON BIDS RECEIVED FOR THE INSTALLATION OF AUTOFLUSH FLUSHING UNITS – WATER DEPARTMENT

DISCUSSION: The Water Department received one bid for the installation of Automatic Flushing Units at 20 different locations as part of the fiscal year 2009-2010 Dead End Water Main Autoflushing Capital Improvement Program (CIP) project. The bidder meets all bid specifications and is from Zink/Covell Excavating out of Samaria, MI for \$32,700.00. Attached is bid tabulation for reference.

Normal operating procedures provide for flushing approximately 115 dead end water mains once a month with employees on straight and overtime schedules. With the automatic flushing units installed the dead ends with the flushing units will flush the water mains automatically in an effort to maintain water quality. Employee time dedicated for flushing will be reduced and can be used to work on other preventative maintenance tasks within the water system netting efficiencies and cost savings. The payback period for the overall project is expected to be less than 4 years.

The overall project provides for the installation of City of Monroe Water Department supplied automatic flushing units at 20 different dead end water main locations. Purchasing of 20 automatic flushing units was awarded on July 6, 2009 to The Water Net LLC out of Jackson, MI where all units have been received for this project under a separate contract. This CIP project has adequate funding budgeted for the project.

IT IS RECOMMENDED that a purchase order in the amount of \$32,700.00 be awarded to Zink/Covell Excavating for the installation of Automatic Flushing Units at 20 different locations as part of the fiscal year 2009-2010 Dead End Water Main Autoflushing CIP project in accordance with the bid specifications.

CITY MANAGER RECOMMENDATION:

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

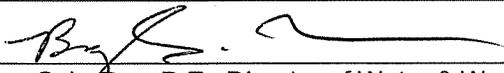
APPROVAL DEADLINE: May 10, 2010

REASON FOR DEADLINE: Complete overall project; Install automatic flushing units to save staff time & resources; Bid is good for 150 days.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:


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

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 74,000.00
Cost of This Project Approval	\$ 32,700.00
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

City
Water System

Account Number
59140538 972000 10W03

Amount
\$ 32,700.00

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** December 14, 2009

REVIEWED BY: _____ **DATE:** _____

COUNCIL MEETING DATE: December 21, 2009

BIDS RECEIVED LIST FOR INSTALLATION OF KUPERFELE AUTOMATIC
FLUSHERS FOR THE WATER DEPARTMENT. BID REQUESTS MAILED
11/23/09. BIDS DUE FRIDAY, DECEMBER 11, 2009.

	<u>BID AMOUNT</u>
SPECIALTY SERVICES PO BOX 133 DUNDEE MI 48131	NO BID
JOHN FOWLER EXCAVATING 5550 W DUNBAR RD MONROE MI 48161	NO BID
ZEILER EXCAVATING 125 SUBSTATION RD TEMPERANCE MI 48182	NO BID
MUNSON AND SONS 2909 W STEIN RD LASALLE MI 48145	NO BID
SALENBIEN TRUCKING & EXCAVATING 18419 MILWAUKEE RD DUNDEE MI 48140	NO BID
EARTHWORKS 10510 DOTY RD MAYBEE MI 48159	NO BID
SCHUMAKER BROTHERS CONSTRUCTION 2661 LEWIS AVE IDA MI 48140	NO BID
ZINK/COVELL EXCAVATING 1761 SAMARIA RD SAMARIA MI 48177	\$32,700.00 (BID BOND)



CITY COUNCIL AGENDA FACT SHEET

**RELATING TO: PROPOSED RESOLUTION TO RECOGNIZE THE HALL OF FAME CLUB, INC.
AS A NON-PROFIT ORGANIZATION**

DISCUSSION: The Hall of Fame Club, Inc. has requested that they be officially recognized as a non-profit organization in the Monroe community. The Resolution of official recognition is necessary in order to apply for a charitable gaming license from the State of Michigan Lottery Division.

The proposed Resolution is presented for your review and approval.

It is recommended that the Resolution be adopted.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES			
<u>COST AND REVENUE PROJECTIONS:</u>			
	Cost of Total Project		\$
	Cost of This Project Approval		\$
	Related Annual Operating Cost		\$
	Increased Revenue Expected/Year		\$
<u>SOURCE OF FUNDS:</u>	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
			\$
			\$
			\$
			\$
			\$
	<u>Other Funds</u>		\$
			\$
			\$
			\$
Budget Approval: _____			

FACT SHEET PREPARED BY: City Manager's Office **DATE:** 12/15/09

REVIEWED BY: **DATE:**

COUNCIL MEETING DATE: 12/21/09

RESOLUTION

WHEREAS, the Hall of Fame Club, Inc. has determined that it may be necessary or appropriate to conduct raffles or similar fund-raising activities as part of its future fundraising efforts in order to continue its service to the Monroe community; and

WHEREAS, the Michigan Bureau of State Lottery requires organizations seeking licenses or registering for future licensing to be recognized by resolution adopted by the city in which the organization conducts its principal activities as a "local civic organization"; and

WHEREAS, the Hall of Fame Club, Inc. has requested that the City Council of the City of Monroe pursuant to regulations of the Michigan Bureau of State Lottery formally recognize the Hall of Fame Club, Inc. as a nonprofit organization operating in the community for the purpose of obtaining a gaming license issued by the Michigan Lottery.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Monroe hereby formally recognizes the Hall of Fame Club, Inc. as a nonprofit organization operating in the community for the purpose of obtaining a gaming license issued by the Michigan Bureau of State Lottery.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be provided to the Hall of Fame Club, Inc. so that they may file with the Michigan Bureau of State Lottery.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Mailing System Lease

DISCUSSION: We currently lease our mailing system/postage machine from Pitney Bowes. The lease will expire in September 2010. The current monthly payment is \$242.00. Pitney Bowes has offered to cancel our current lease, upgrade our equipment, and begin a new lease. The new monthly payment would be \$211.00. The new lease would be for a 48 month term. The current machine would be replaced with a machine of comparable specifications. The lease covers all operation and maintenance costs of the machine, including maintenance, postage update resets, postage by phone and repairs.

It is recommended that the Mayor and City Council approve a new mailing system lease with Pitney Bowes in the amount of \$211.00 per month for a forty-eight (48) month term, and further approves the City Manager to sign the lease after review and approval by the City Attorney.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: None

REASON FOR DEADLINE: None

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Edward Sell, Finance Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: All City Departments

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 10,128
Cost of This Project Approval	\$ 10,128
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>
FY2010	101-10.172-934.000	\$1,266
FY2011 and after	101-10.172-934.000	\$8,862
		\$ N/A
		\$ N/A
<u>Other Funds</u>		\$ N/A
		\$ N/A
		\$ N/A
		\$ N/A

Budget Approval: 

FACT SHEET PREPARED BY: Edward Sell, Finance Director

DATE: 12/15/2009

REVIEWED BY: 

DATE: 12-15-09

COUNCIL MEETING DATE: December 21, 2009



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Microsoft Office Software Upgrade Purchase

DISCUSSION: The 2010 budget for the Information Systems fund included funding for upgrading the Microsoft Office software used on all city computers. The software primarily includes word processing, spreadsheet, database, and power point programs. Our licensing is currently at the 2002 level and with this approval we would upgrade to the 2007 version. Since the change to the County IT department as our IT service provider, the number of licenses we have available has been questionable. This purchase will also help to clarify that issue. We would also like to install the 2007 version on the new computers that have been purchased and are ready for installation.

We did not request bids for this purchase. The County IT Department has added the City of Monroe to a multi-state contract that it uses to purchase from Dell. It allows us to purchase items from Dell at a cost less than the State of Michigan's extended purchasing program. We did request quotes from two other providers and found that they could not improve on this price.

The IT Department surveyed for the number of licenses we will need. One Hundred licenses will cover all city users. A majority of those (94) are standard licenses, while six (6) are professional licenses that include the database software. The quotes received from Dell are attached.

It is recommended that the Mayor and City Council approve the purchase of one hundred (100) Microsoft Office licenses from Dell in the amount of \$24,806.86.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: None

REASON FOR DEADLINE: None

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Edward Sell, Finance Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: All City Departments

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 24,806.86
Cost of This Project Approval	\$ 24,806.86
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

City

Account Number

Amount

\$ N/A
\$ N/A

Other Funds

Information Systems Fund

636-30.915-977.000

\$ 24,806.86

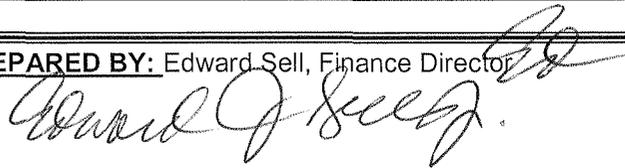
Budget Approval: _____



FACT SHEET PREPARED BY: Edward Sell, Finance Director

DATE: 12/15/2009

REVIEWED BY: _____



DATE: 12-15-09

COUNCIL MEETING DATE: December 21, 2009

DELL**QUOTATION**

QUOTE #: 520709593

Customer #: 9874936

Contract #: 70137

Customer Agreement #: Dell Std Terms

Quote Date: 12/15/09

Date: 12/15/09 9:10:46 AM

Customer Name: CITY OF MONROE

TOTAL QUOTE AMOUNT:	\$22,887.02		
Product Subtotal:	\$22,887.02		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	0

SOFTWARE & ACCESSORIES			
Product	Quantity	Unit Price	Total
Office 2007 Sngl D 021-07777 (A0748583)	94	\$243.24	\$22,864.56
Office 2007 English CD N 021-08228 (A0747161)	1	\$22.46	\$22.46
Number of S & A Items: 2		S&A Total Amount: \$22,887.02	

SALES REP:	Armando Benavides	PHONE:	1-866-537-0706
Email Address:	Armando_Benavides@Dell.com	Phone Ext:	72-46886

Please review this quote carefully. If complete and accurate, you may place your order online at www.dell.com/qto (use quote number above). POs and payments should be made to *Dell Marketing L.P.*

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at www.dell.com/partner. If your order includes services, visit www.dell.com/servicecontracts for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as *Dell Marketing L.P.*, to Dell's Tax Department at 800-433-9023. Please include your Customer Number.

For certain products shipped to end-users in California, a State Environmental Fee will be applied. For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.

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DELL**QUOTATION**

QUOTE #: 520709483

Customer #: 9874936

Contract #: 70137

Customer Agreement #: Dell Std Terms

Quote Date: 12/15/09

Date: 12/15/09 9:10:45 AM

Customer Name: CITY OF MONROE

TOTAL QUOTE AMOUNT:	\$1,919.84		
Product Subtotal:	\$1,919.84		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	0

SOFTWARE & ACCESSORIES			
Product	Quantity	Unit Price	Total
Office Pro Plus 2007 Sngl D 79P-01207 (A0748499)	6	\$316.23	\$1,897.38
Office Pro Plus 2007 English CD N 79P-00031 (A0747070)	1	\$22.46	\$22.46
Number of S & A Items: 2		S&A Total Amount: \$1,919.84	

SALES REP:	Armando Benavides	PHONE:	1-866-537-0706
Email Address:	Armando_Benavides@Dell.com	Phone Ext:	72-46886

Please review this quote carefully. If complete and accurate, you may place your order online at www.dell.com/qto (use quote number above). POs and payments should be made to *Dell Marketing L.P.*

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Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as *Dell Marketing L.P.*, to Dell's Tax Department at 800-433-9023. Please include your Customer Number.

For certain products shipped to end-users in California, a State Environmental Fee will be applied. For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Contract for Rehabilitation and Painting of the Historic Sawyer House

DISCUSSION: In March 2002, the City of Monroe contracted with Quinn Evans Architects to prepare a Conditions Assessment Report for the Historic Sawyer House (320 E. First Street). The assessment was to provide direction to city staff and would be used to develop a preservation strategy addressing not only immediate concerns, but long-term maintenance issues, as well. The report highlighted several key areas, such as roof replacement and lead based paint assessment, which were addressed in 2004 and 2008, respectively. Exterior masonry repair was completed in 2000.

The City Council appropriated \$25,000 in the FY 2009 Capital Improvements Program (CIP) Budget for porch repair and painting at the Sawyer House. In that same year, a \$10,000 donation was made to assist with these projects and address a number of issues identified by the Sawyer House organization. Proposed projects include repairs and restoration of the front and side porches, soffit repairs, door repairs, and painting. The Planning Office twice accepted proposals for the project. After the first was rejected by Council, the project was re-bid and sent to twelve firms in the region that had either expressed an interest in the project or were believed to have the appropriate experience and expertise to carry out the work. Three firms responded by submitting bids.

The bids were reviewed and evaluated by a committee made up of city staff and a representative of the Sawyer House organization. Review criteria included a number of factors including prior experience in rehabilitating historic structures consistent with the Secretary of the Interior's Standards (SIS), dedicated project personnel, scheduling, and proposed cost.

Based upon these factors, the highest scored firm was Ohio Building Restoration (OBR). Although OBR was not the lowest bidder, their prior experience at the Sawyer House, as well as on other projects such as the Dorsch Library demonstrates they have the capabilities and expertise to address all aspects required of the current project. As such, the committee is recommending that City Council award the contract for repair and painting of the Sawyer House to Ohio Building Restoration (OBR) for an amount not to exceed \$33,639.

It is further recommended that the Mayor and/or City Manager be authorized to sign all necessary documents and/or contracts related to this project; and that the Planning Office be designated as project manager.

Attached please find a copy of the RFP prepared by staff, the summary review sheet for the project, the Secretary of the Interior's Standards for Rehabilitation, and paint guidelines prepared by the Planning Office.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: December 21, 2009

REASON FOR DEADLINE: Proposal Expiration

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY: The Department of Planning and Recreation

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City of Monroe residents, Planning Office, The Sawyer House

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$33,639
	Cost of This Project Approval	\$33,639
	Related Annual Operating Cost	\$N/A
	Increased Revenue Expected/Year	\$N/A

SOURCE OF FUNDS:	City	Account Number	Amount
		401-95.802-975.000-09C12	\$24,282
			\$N/A
	<u>Other Funds</u>		\$N/A
		720-65.265-818.020-09X03	\$9,357
			\$N/A
			\$N/A

Budget Approval: _____

FACT SHEET PREPARED BY: Tracy Aris, Planning Office, Graduate Assistant

DATE: Dec 15, 2009

REVIEWED BY: Jeffrey Green, AICP, Interim Director of Planning & Recreation

DATE: Dec 15, 2009

COUNCIL MEETING DATE: December 21, 2009

CITY OF MONROE

Planning Department
120 E. First Street
Monroe, Michigan 48161

CITY OF MONROE, MICHIGAN – REQUEST FOR PROPOSALS

The City of Monroe is seeking proposals from qualified individuals or firms interested in work at the Historic Sawyer House, located in Monroe, Michigan at 320. E Front Street. Qualified contractors are encouraged to submit proposals to the Planning Office, Department of Planning and Recreation, City of Monroe, Monroe, Michigan. Projects will include porch repair and restoration, concrete step repair, door repair and repair of related wood trim. The project will be subject to the 2006 Michigan Building Code, Chapter 34, Section 3407 – Historic Buildings and will be required to follow the Secretary of the Interior's Standards for Rehabilitation, as applicable.

I. Proposal

Statement of Purpose

The Sawyer House, located at 320 E. Front Street, is a historic home listed on both the State Register of Historic Sites and the National Register of Historic Places. As such, the City of Monroe seeks a qualified contractor with extensive experience in working with historic structures to repair and/or restore portions of the structure. Due to the wide variety of potential options that could be submitted for this project, the following is a non-exhaustive list of different structural areas that may require attention.

1. Evaluation of the front porch including all related components (e.g. pillars, steps, balustrades, decking, railings, etc.) Assess the overall condition of the wood.
 - a. Determine approaches for the preservation and maintenance of functional and decorative aspects of wooden features. Undertake adequate measures to assure the protection of wood features.
 - b. Identify if actions other than protection and maintenance are required. Specify if existing materials can be used, or if new ones will be needed to supplement existing structure.
 - c. If proposing to repair wooden features, provide a written assessment of recommendations using recognized preservation methods (patching, piecing-in, consolidating, or otherwise reinforcing the wood.)

- d. Specify a total price to repair or restore the porch breaking out the cost by labor and materials.
2. Assess performance of gutters. Determine if freeze-thaw conditions require other intervention to address deterioration of historic building materials.
3. Evaluation and assessment of the two porches on the west elevation including the steps, railings, decking, and supports. Assess the overall condition of the materials (wood and concrete) and any accessibility issues.
 - a. Determine approaches for the preservation and maintenance of functional and decorative aspects of wooden features.
 - b. Identify if actions other than simple repairs are required. Specify if existing materials can be used, or if new ones will be needed to supplement existing structure.
 - c. If proposing the repair wooden features, provide a written assessment of recommendations using recognized preservation methods (patching, piecing-in, consolidating, or otherwise reinforcing the wood.)
 - d. Undertake adequate measures to assure the protection of wood features.
 - e. Assess performance of gutters in the area. Determine if freeze-thaw conditions require other intervention to address deterioration of historic building materials.
 - f. Replace/repair concrete steps (west elevation).
 - g. Specify a total price to repair or restore the porches breaking out the cost by labor and materials.
4. Evaluation of the porch on the east elevation and the parlor door. Provide an assessment of the overall condition of the wooden materials and address any ingress – egress issues.
 - a. Determine approaches for the preservation and maintenance of functional and decorative aspects of wooden features.
 - b. Repair/Replacement of [exterior] parlor door.
 - c. Undertake adequate measures to assure the protection of wood features.
 - d. Assess performance of gutters to determine if freeze-thaw conditions require other intervention to address deterioration of historic building materials.
 - e. If proposing to repair wooden features, provide a written assessment of recommendations using recognized preservation methods (patching, piecing-in, consolidating, or otherwise reinforcing the wood.)
 - f. Specify a total price to repair and/or restore parlor door as well as the porch breaking out the cost by labor and materials.

- g. porch on the east elevation and the parlor door. Provide an assessment of the overall condition of the wooden materials and address any ingress – egress issues.
5. Evaluation of the wooden trim, fascia, soffit, etc not associated with the porches identified above.

II. Respondent Information

The proposal should also include the information requested below. Failure to provide these items may result in disqualification from the bidding process.

A. Business Organization and Qualifications

Respondents will provide qualifications as an individual and/or firm, the number of years in business and the number in historic preservation (if applicable); a staff profile of personnel that will work on this project; classification and pay rate for each individual; individual certifications and licenses (State of Michigan or other states); and a synopsis of experience in historic preservation and restoration demonstrating the ability to carry out the proposed rehabilitation.

B. Management Summary

Respondents will provide the contractor or firm's philosophy regarding the preservation of historic building and structures.

C. Prior Experience

Qualified respondents should provide three recent examples of prior work on historic wooden structures, specifically those listed on National and State Registries. References/client contact information related to projects completed within the last 24 months should also be included, with special emphasis given to restoration projects.

D. Work Plan

Qualified respondents should provide a specific work plan by area identifying how they will undertake the project and minimize disruptions to the use of the facility which will be open while work is being performed. Due consideration should also be given to the nature of the activities on this site (facility rentals for small receptions, organizational meetings, public programs, etc).

Some historic building materials may contain toxic substances. Tests conducted at the Historic Sawyer House that reveal the presence of lead-based paint and given the age of the building, it should be assumed lead based paint is present on all painted surfaces.

For this reason, please ensure work activities are completed in accordance with 29 CFR Part 19.26.62 of the OSHA Lead Construction Standard. Furthermore, please adhere to best industry practices for lead safe work practices. It shall be the sole responsibility of the awarded contractor to finance additional costs associated with the work practices mentioned herein.

Similarly, if other hazardous materials are identified, please ensure work activities are completed in accordance with the applicable OSHA Standards.

Time Frame

The proposal will provide a detailed outline of rehabilitation plans and a time-line for completion of work.

Contract Price

The bid for labor and materials and other expenditures should be included and broken out by each specific area as highlighted in this RFP.

III. Terms of Proposal:

- A. The City of Monroe reserves the right to reject any and all bids received. Selection will be based upon a variety of factors including the type and methods of rehabilitation proposed, past experience with similar types of projects, ability to complete the job in a timely manner, key personnel assigned to the project, and cost.
- B. The City of Monroe does not intend to award a contract based on any single factor contained within the response to the RFP; but it does reserve the right to consider proposals for modifications to the RFP at any time before a contract is awarded. Negotiations will be undertaken with the contractor whose proposal is deemed best to meet the City's interest and that of the structure.

Interested parties should have a strong commitment to historic preservation, and maintaining the contextual fabric of the structure.

- C. The City reserves the right to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the City to be in the best interests of the City even though it may not be the lowest bid.
- D. Proposals must be signed by the individual or company official having authorization to bind either the individual or firm to the provisions of the proposal for a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of the award.
- E. In the event that it becomes necessary to revise any part of the RFP, addenda will be provided; deadlines for submission of the RFP may be adjusted to allow for such revisions. The entire proposal document with any amendments should be returned with the specified number of copies on or before the date and time contained herein.
- F. Proposals should be prepared simply and concisely providing a straightforward description of the proposed work and how the individual or firm will meet the goals of the city as laid out in RFP.
- G. Respondents may submit proposals for any and all of the projects identified (e.g. porch repair, painting, or door repair/installation.)

Additional Information

Respondents are asked to provide six (6) copies of the proposal packet. Responses will be opened in private on October 9, 2009.

Questions regarding the RFP should be directed to:

Jeffrey Green, AICP
Interim Director
Department of Planning and Recreation
City of Monroe, Michigan
120 E. First Street
Monroe, MI 48161
734.384.9106 (office)
734.243.8683 (fax)
Jeffrey.green@monroemi.gov

CITY OF MONROE, MICHIGAN

Department of Planning & Recreation

Planning Office

120 E. First Street

Monroe, Michigan 48161

REQUEST FOR PROPOSALS – Cleaning & Painting of the Historic Sawyer House

I. General Information

The City of Monroe is requesting proposals from individuals or firms qualified to assess, conserve, and paint the Historic Sawyer House, located at 320. E Front Street. Qualified contractors are encouraged to submit proposals to the Planning Office, Department of Planning and Recreation, 120 E. First Street, City of Monroe, Monroe, Michigan, 48161.

The Sawyer House is a historic home listed on both the State Register of Historic Sites and the National Register of Historic Places. As such, the City of Monroe seeks a qualified contractor with extensive experience working with historic structures to paint and restore portions of the building.

Projects will include painting of the front porch including related components (balustrades, railings, etc); side porches; as well as the soffits, fascias and related wood trim. The project will be subject to the 2006 Michigan Building Code, Chapter 34, Section 3407 – Historic Buildings and the Secretary of the Interior's Standards for Rehabilitation as applicable.

II. Proposal

Responses to the RFP will address, at a minimum, the following issues related to the assessment, preparation and painting of wood surfaces of the porches, doors and trim of the Sawyer House.

1. Evaluate the front porch including related components, soffits, and fascia areas and assess the overall condition of painted surfaces. Determine approaches for the preservation and maintenance of functional and decorative wooden features. Identify if actions, such as the replacement of historic components, is required in lieu of scraping and sanding.
2. Paint porches, balustrades, soffit, fascia and all wood trim and decorative features on the exterior of the structure. Surface preparation for painting shall be meet applicable standards for historic preservation. A polychromatic paint scheme is anticipated. City staff will select colors.
3. Paint [exterior] parlor door (east elevation).

All work will be required to follow applicable Standards issued by the Secretary of the Interior, as well as similar professional standards (which should be included with submittals).

III. Respondent Information

The proposal should also include the information requested below. Failure to provide these items may result in disqualification from the bidding process.

A. *Business Organization and Qualifications*

Respondents will provide qualifications as an individual and/or firm, the number of years in business and the number in historic preservation (if applicable); a staff profile of personnel that will work on this project; classification and pay rate for each individual; individual certifications and licenses (State of Michigan or other states); and a synopsis of experience in historic preservation and restoration demonstrating the ability to carry out the proposed rehabilitation.

B. *Management Summary*

Respondents will provide the contractor or firm's philosophy regarding the preservation of historic building and structures.

C. *Prior Experience*

Qualified respondents should provide three recent examples of prior work on historic wooden structures, specifically those listed on National and State Registries. References/client contact information related to projects completed within the last 24 months should also be included, with special emphasis given to restoration projects.

D. *Work Plan*

Qualified respondents should provide a specific work plan by area identifying how they will undertake the project and minimize disruptions to the use of the facility which will be open while work is being performed. Due consideration should also be given to the nature of the activities on this site (facility rentals for small receptions, organizational meetings, public programs, etc).

Some historic building materials may contain toxic substances. Tests conducted at the Historic Sawyer House that reveal the presence of lead-based paint and given the age of the building, it should be assumed lead based paint is present on all painted surfaces.

For this reason, please ensure work activities are completed in accordance with 29 CFR Part 19.26.62 of the OSHA Lead Construction Standard. Furthermore, please adhere to best industry practices for lead safe work practices. It shall be the sole responsibility of the awarded contractor to finance additional costs associated with the work practices mentioned herein.

Similarly, if other hazardous materials are identified, please ensure work activities are completed in accordance with the applicable OSHA Standards.

IV. Costs

Costs for labor, materials and other expenditures should be quoted in U.S. dollars. Unless respondents specifically note otherwise, any and all quoted prices will be considered firm.

V. Terms of Proposal:

- A. The City of Monroe reserves the right to reject any and all bids received. Selection will be based upon a variety of factors including the type and methods of cleaning and repair proposed, past experience with similar types of projects, ability to complete the job in a timely manner, key personnel assigned to the project, and cost.
- B. The City of Monroe does not intend to award a contract based on any single factor contained within the response to the RFP; but it does reserve the right to consider proposals for modification to the RFP at any time before a contract is awarded. Negotiations will be undertaken with the contractor whose proposal is deemed best to meet the City's interest and that of the structure.

Interested parties should have a demonstrated commitment to historic preservation, and maintaining the contextual fabric of the structure.

- C. The City reserves the right to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the City to be in the best interests of the City even though it may not be the lowest bid.
- D. Proposals must be signed by the individual or company official having authorization to bind either the individual or firm to the provisions of the proposal for a period of concurrent until the completion of the project in the Spring of 2010. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of the award.

- E. In the event that it becomes necessary to revise any part of the RFP, addenda will be provided; deadlines for submission of the RFP may be adjusted to allow for such revisions. The entire proposal document with any amendments should be returned with the specified number of copies on or before the date and time contained herein.
- F. Proposals should be prepared simply and concisely providing a straightforward description of the proposed work and how the individual or firm will address the issues and questions as laid out in RFP.
- G. Proposals must be signed by the individual or company official having authorization to bind either the individual or firm to the provisions of the proposal through December 31, 2009. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of the award.
- H. In the event that it becomes necessary to revise any part of the RFP, addenda will be provided; deadlines for submission of the RFP may be adjusted to allow for such revisions. The entire proposal document with any amendments should be returned with the specified number of copies on or before the date and time contained herein.

VI. Insurance

All respondents must maintain all applicable liability and workman's compensation insurances.

VII. Additional Information

Respondents are asked to provide six (6) copies of their proposal packet.

Proposals are due no later than 3 p.m. on October 23, 2009.

Proposals will not be opened publicly.

Proposals should be submitted to:

Jeffrey Green, AICP
Interim Director
Department of Planning and Recreation
City of Monroe, Michigan
120 E. First Street
Monroe, MI 48161
734.384.9106 (office)
734.243.8683 (fax)
jeffrey.green@monroemi.gov



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: 800 MHz Radio Band Transition Contract

DISCUSSION: The Federal Communications Commission (FCC) has mandated a reconfiguration of the 800 Mega Hertz (MHz) radio frequency band in 2004, in order to provide larger “blocks” of consecutive frequencies that will be used for cellular telephone carrier service. In order to provide for this reconfiguration, numerous other users are required to be relocated to other frequencies. The City of Monroe operations departments (excluding emergency response departments – Police and Fire) have historically utilized a radio system, which until 5-10 years ago was the primary mode of communication between employees. Presently, only the Department of Public Services employees still utilize this radio system for regular daily communication, whereas most other departments (Water, Wastewater, Engineering, Building, etc.) have found it more appropriate to issue cellular telephones to appropriate employees for daily use. While the Department of Public Services Supervisory staff does utilize cellular phones for daily communication with Central Dispatch and other activities, we still feel that it is most cost-effective to continue to utilize the existing radio system for most of our equipment operators, and particularly our seasonal staff, particularly given that our employees seldom venture outside the City limits. Public Services does have four (4) 800 MHz radios that are tuned to the County’s Emergency Management frequency, so supervisory staff can communicate with Police, Fire, and Monroe County agencies in the event of a wide-spread emergency as well.

Since the City of Monroe desires to maintain its radio system for daily use, we are subject to frequency adjustment as well. Fortunately, Sprint Nextel Corporation is responsible for paying our costs for “re-banding”, which is adjustment and re-tuning of all of our devices to the new frequency. We are now at the point where they have accepted our proposed costs, and are willing to enter into a contract with the City of Monroe to provide reimbursement directly to us. The attached agreement (14 pages) spells out the terms of the reimbursement, and provides details on what is to be done. Pages 6 and 7 detail the costs, including direct work to re-tune the hand held units, base radios, and repeater, plus Project Management and Legal time from the City’s representatives, totaling \$7,671.50. While we believe that this estimate is conservative, in any event Sprint Nextel has accepted our cost proposal, so they will be paying the full \$7,671.50 under the “Payment to Incumbent” option on Page 2 regardless of whether all of these costs are actually itemized (particularly in the case of staff review time). Herkimer Radio of Frenchtown Township has been our vendor for years, and they will be assisting us in this matter, though their direct costs are not expected to exceed \$5,000. Based on this agreement, Herkimer will bill us directly, and we will pay their invoices from the proceeds from Sprint Nextel. The City Attorney has reviewed the attached agreement, and provided no objections at the time of his review. It is expected that adoption of this agreement will result in no out-of-pocket costs to the City, as was the intent of the FCC’s Order.

IT IS RECOMMENDED that the attached contract with Sprint Nextel Corporation (or their subsidiary or affiliate company if appropriate or necessary) be approved, and that the Director of Engineering and Public Services or his designee be authorized to execute the agreement on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: The next available opportunity for adoption is January 19, 2010 and Public Services staff would like to begin the re-banding as time allows.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Department of Public Services

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 net costs to the City, nor increased revenue

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

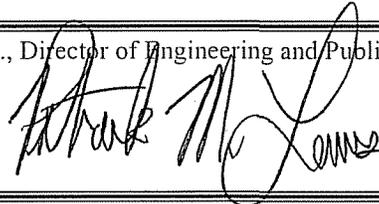
*It is recommended that the proceeds from the agreement be placed into a new account or project code, from which vendor invoices can be paid.

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 12/15/09

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: December 21, 2009



Sprint Nextel
2001 Edmund Halley Drive
(A-315 KRG)
Reston, Virginia 20191

William Jenkins
Vice President
Spectrum Resources

December 1, 2009

VIA FEDERAL EXPRESS

City of Monroe
Public Works Dept.
222 Jones Avenue
Monroe, MI 48161
Attn: William Walters

VIA: Electronic Mail: William.walters@monroemi.gov

Dear Mr. Walters:

This agreement is entered into pursuant to the Federal Communications Commission's (the "FCC") actions of the August 6, 2004 Report and Order that modified its rules governing the 800 MHz band and the December 22, 2004 Supplemental Order and Order on Reconsideration and any binding actions issued by the Transition Administrator, (collectively the "Order"), the City of Monroe, a political subdivision of the State of Michigan, ("Incumbent") and Nextel West Corp., a wholly owned indirect subsidiary of Sprint Nextel Corporation, a Kansas corporation, ("Nextel") (individually a "Party" or collectively the "Parties") want to memorialize a frequency reconfiguration transaction (the "Reconfiguration") in compliance with the Order.

By this letter agreement (the "Agreement"), the Parties acknowledge and agree to the following:

(A) Incumbent is the lawful and exclusive FCC licensee (the "Incumbent License") of frequencies identified on Schedule A attached hereto (the "Incumbent Frequencies"). Nextel, including its subsidiaries or affiliates, is the lawful and exclusive licensee of frequencies identified on Schedule B attached hereto (the "Replacement Frequencies") under the license granted to Nextel by the FCC (the "Nextel License"). Incumbent shall relinquish the Incumbent Frequencies and shall relocate its system to the Replacement Frequencies assigned to the Incumbent by the Transition Administrator (the "TA") pursuant to authority granted to the TA by the FCC. Nextel shall relinquish its Replacement Frequencies to the Incumbent. Incumbent and Nextel warrant that there is no pending or threatened action or claim that would prevent the consummation of this Agreement.

(B) Nextel will cause the modification of the Incumbent License to add the Replacement Frequencies, or upon Incumbent's direction. Nextel will cause the creation of a new FCC license for Incumbent that includes the Replacement Frequencies. Upon the Incumbent's assignment of the Incumbent Frequencies to Nextel, Nextel will cause the modification and/or cancellation of the FCC licenses it holds that are co-channels of the Replacement Frequencies, to the extent required to meet the FCC's technical short-spacing requirements. The Parties will file the FCC applications for the Replacement Frequencies and Incumbent Frequencies with the FCC within ten (10) business days following the receipt by Nextel of this Agreement signed by Incumbent.

(C) Incumbent and Nextel will cooperate with each other in the preparation of any applications required to be filed with the FCC in accordance with the Reconfiguration work described on Schedule C attached hereto. Any application to modify the Incumbent Licenses will be filed by Nextel (or the TA) on behalf of the Incumbent.

(D) The total Reconfiguration Cost is Seven Thousand, Six Hundred Seventy-One Dollars and Fifty/Cents (\$7,671.50).

i. Payment to Incumbent: Nextel will make an initial payment to Incumbent in the amount of Three Thousand, Eight Hundred Thirty-Five Dollars and Seventy-Five/Cents (\$3,835.75) within thirty (30) days of the Effective Date provided that Nextel has received a fully completed Incumbent Information Form, as set forth in Exhibit A. The balance of the Reconfiguration Cost payable to Incumbent, Three Thousand, Eight Hundred Thirty-Five Dollars and Seventy-Five/Cents (\$3,835.75), will be paid within thirty (30) days following the Reconfiguration and Nextel's receipt of the signed "Closing Statement," as set forth in Exhibit B.

ii. Payment to Vendor: Nextel will pay each Vendor (as defined below) in an amount not to exceed the Estimated Costs of Schedule C within thirty (30) days after receipt by Nextel of (a) an invoice from the Vendor and (b) Incumbent's approval for the receipt of goods and services and approval of associated costs included on the Vendor invoice.

(E) Incumbent will select and contract directly with any vendor or service provider (collectively or individually, the "Vendor") performing work required to reconfigure the Incumbent's existing facilities to operate on Replacement Frequencies. Nextel will not be responsible for, or assume the risk of any failure of that Vendor to perform its obligations under any contract entered into between Incumbent and the Vendor in connection with the Reconfiguration contemplated by this Agreement.

(F) Nextel will clear the Replacement Frequencies of all users no later than sixty (60) days following the grant of a modification to add the Replacement Frequencies to the Incumbent License or a grant by the FCC of a new license for Incumbent that includes the Replacement Frequencies. Nextel will notify Incumbent of the decommissioning of the Replacement Frequencies within five (5) days following completion of the decommissioning. Incumbent will have thirty (30) days following receipt of notice of the decommissioning of the Replacement Frequencies to clear all users from the Incumbent Frequencies. Incumbent will notify Nextel that Incumbent has cleared the Incumbent Frequencies of users within five (5) days following the clearing. Within ten (10) business days following completion of the Reconfiguration and receipt of the Reconfiguration Cost, Incumbent will execute and deliver to Nextel the "Completion Certification", as set forth in Exhibit C. By this Agreement, Incumbent acknowledges it will have no recourse or access to the letter of credit established by Nextel pursuant to the Order.

(G) This Agreement may be terminated (i) by mutual written consent of the Parties; or (ii) for cause by either Party upon material breach of the other Party, following, following written notice of the breach, and a thirty (30) day period for cure by the breaching Party.

(H) The date set forth below is the "Effective Date" of this Agreement.

If you agree to comply with the actions and conditions contained in this Agreement in the manner and for the purpose set forth herein, please sign both copies of this letter where indicated below, and return to my attention. Upon receipt, Nextel will sign the Agreement and return an original copy back to you.

Sincerely,

William M. Jenkins
Vice President – Spectrum Resources

Accepted and agreed to:

Date: _____ 2009

Incumbent Signature Page Follows

The undersigned Party is authorized to act on behalf of the Incumbent.

Accepted and agreed to:

City of Monroe (MI)
Incumbent

By: _____

Name: _____

Title: _____

SCHEDULE A

Incumbent Frequencies

Incumbent's Name: City of Monroe (MI)

Incumbent Assigns to Nextel:

Call Sign	Frequencies	Licensee	Location (MI)	Exp. Date	Lat (N)	Long (W)
WPVZ371	823.6000	City of Monroe	Monroe	09/18/2012		
WPVZ371	868.6000	City of Monroe	Monroe	09/18/2012	41°54'23'	83°24'8'

SCHEDULE B

Replacement Frequencies

Incumbent's Name: City of Monroe (MI)

Nextel Assigns to Incumbent:

Replacement Frequencies	Lat (N)	Long (W)	ERP	Gnd Elev (ft)	Ant. Height (ft)	New Licensee	Location (MI)
808.6000			35			City of Monroe	Monroe
853.6000	41°54'23'	83°24'8'	56	577	112	City of Monroe	Monroe

SCHEDULE C

800 MHZ RECONFIGURATION

COST ESTIMATE - CERTIFIED REQUEST

Request for Reconfiguration Funding

Incumbent's Name: City of Monroe, MI

Pursuant to the Order, Incumbent is required to reconfigure its existing facilities and requests Nextel to fund the estimated reconfiguration costs included below:

Incumbent Payment Terms: Nextel will pay Incumbent an amount not to exceed the Estimated Cost(s) for Incumbent with respect to each category of work, as set forth below. Nextel will pay Incumbent Three Thousand, Eight Hundred Thirty-Five Dollars and Seventy-Five/Cents (\$3,835.75) within fifteen (15) days (thirty (30) days if Incumbent elects to be paid by check rather than electronic funds transfer) after receipt by Nextel of the fully executed Agreement and fully completed Incumbent Information Form (as set forth on Exhibit A). Nextel will pay any outstanding balance of the Actual Costs due to Incumbent within 30 days after the Reconciliation Date (as "Actual Costs" and "Reconciliation Date" are defined in Section 3(b)(i)).

Vendor Payment Terms: Nextel will pay each Vendor an amount not to exceed the Estimated Cost for that Vendor with respect to each category of work, as set forth below. Nextel will pay each Vendor within thirty (30) days after receipt by Nextel of (A) an invoice from the Vendor and (B) Incumbent's approval of receipt of goods and services and approval of associated costs included on the Vendor invoice.

1. System Description: Motorola Conventional two site, two channel system

The major system elements to be reconfigured are summarized in the table below:

	Total In System	Total Included in FRA
Base station frequencies	1	1
- Voice channels	0	0
- Home/Control channels	0	0
Repeater sites	1	1
Other sites (remote recv, BDA)	0	0
Subscriber units retuned	72	72
Subscriber units reprogrammed	0	0
Subscriber units replaced	0	0
Subscriber units rebanded total	72	72
Entities operating on the system	0	0

2. Reconfiguration Milestones: Identify the anticipated start date of the overall reconfiguration of your system (Project Start). Then, for each major reconfiguration milestone listed in the table below, provide (1) the anticipated number of days after project start date required to begin execution of the task identified, and (2) the estimated duration in number of days required to complete the task identified. As an FRA is negotiated, it is not always possible to know an actual start date for specific reconfiguration tasks. In such a case, it is acceptable to forecast an estimated start date from execution of the FRA (i.e., "contract execution + xx days") and estimate the duration of each task.

Reconfiguration Task	Start Date	# of Days After Project Start Date for Start of Task	Estimated Duration in # of Days
Project Start	Execution + 60 days		
Reconfiguration Planning		0	15
Reconfigure Subscriber Equipment		15	25
Reconfigure Infrastructure Equipment		40	2
System Acceptance		42	3

3. Implementation Plan: See Statement of Work.

4. Cost Estimate:

Description of Work To Be Performed	Payee (separately identify Incumbent and each Vendor being paid for work performed)	Estimated Cost(s) for Incumbent and Each Vendor (Not to Exceed listed amount)
<p>I. Subscriber Reconfiguration Services - First Touch ----- Subscriber -----</p> <p>II.</p> <ul style="list-style-type: none"> ◦ Retune existing Mobile • Functional Pre-Test of existing radio - Talk group call on system • Retune existing radio (no obstruction to retuning of radio) • Functional post test of existing radio - Talk group call on system (10 units @ 0.80 hrs each @ \$75.00 /hr = \$600.00) ◦ Retune Existing Portable • Functional Pre-Test of existing radio - Talk group call on system • Retune existing radio (no obstruction to retuning of radio) • Functional post test of existing radio - Talk group call on system (62 units @ 0.60 hrs each @ \$70.00 /hr = \$2,604.00) <p>Other Tasks</p>	<p>(Incumbent) Monroe, City of, Public Works Dept. 222 Jones Avenue Monroe, MI 48161 Attn: William Walters 734-241-6800 William.walters@monroemi.gov</p>	<p>\$3,204.00</p>
<p>II. Infrastructure Reconfiguration - Services ----- Infrastructure -----</p> <ul style="list-style-type: none"> ◦ Functional Pre-Test of existing repeater - Tx and Rx tests • Retune existing repeater • Functional post test of existing repeater - Tx and Rx tests (1 units @ 2.50 hrs each @ \$135.00 /hr = \$337.50) 	<p>(Incumbent) Monroe, City</p>	<p>\$337.50</p>

III. Project Management, including on site supervision ----- Professional Services ----- <ul style="list-style-type: none"> • Project Management • Manage the deployment of subscriber units for all tasks listed above. (9.2hrs @ \$150.00 /hr = \$1,380.00) • Project Management • Manage the deployment of fixed equipment for all tasks listed above. (3.5hrs @ \$150.00 /hr = \$525.00) 	(Incumbent) Monroe, City	\$1,905.00
IV. Engineering Services ----- Subscriber ----- <ul style="list-style-type: none"> • Modify Radio Templates (Masks) for Retuned Units (3 units @ 1.00 hrs each @ \$75.00 /hr = \$225.00) 	(Incumbent) Monroe, City	\$225.00
V. Contract, Legal and Regulatory Filings (includes all third party tasks, including project management, travel) ----- Legal ----- <ul style="list-style-type: none"> • Legal Review - City of Monroe • Review FRA terms and conditions. Time includes both incumbent and external legal review; assumes no other legal activity required. (10hrs @ \$200.00 /hr = \$2,000.00) 	(Incumbent) Monroe, City	\$2,000.00
City of Monroe	Incumbent	\$7,671.50
Total Estimated Costs		\$7,671.50

Incumbent Certification

Pursuant to the Order, Incumbent hereby certifies to the Transition Administrator appointed pursuant to the Order that the funds requested above are the minimum necessary to provide Incumbent reconfigured facilities comparable to those presently in use in a manner that is reasonable, prudent and timely. Incumbent further certifies, to the best of Incumbent's knowledge, that any vendor costs identified on the Schedule C are comparable to costs previously charged by each such vendor to Incumbent.

Signature: _____
Print Name: _____
Title: _____
Phone Number: () _____
E-mail: _____
Date: _____ 2009

Exhibit A
Incumbent Information

The following questions are required for processing Electronic Funds Transfers and if Incumbent wants Nextel to complete the FCC filings on its behalf. All information contained herein shall be kept strictly confidential and will be used only in completion of the Frequency Reconfiguration transaction.

I. INCUMBENT INFORMATION

Please provide the following information:

Company/Name: **City of Monroe, MI**

Contact: _____ Title: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email: _____

Check Appropriate Box: Individual/Sole Proprietor Corporation Partnership
 Other _____

II. BANK ACCOUNT INFORMATION (Required for payment processing.)

Please select preferred payment method: Wire Transfer ACH Check

Name of Bank: _____

Address of Bank: _____

City/State/Zip: _____

Bank Phone #: _____

ABA (Routing #): _____

Account #: _____

Name on Account: _____

Federal, State or Individual SS #: _____

Name of Brokerage Firm (if applicable): _____

Brokerage Account # (if applicable): _____

*In the event Incumbent **will not provide information for Wire Transfer or ACH**, Incumbent acknowledges that all payments will be made by check.*

Acknowledged by Incumbent: _____
(signature required only if Incumbent does not want an electronic funds transfer)

III. TAX INFORMATION

The Internal Revenue Service and state tax authorities require Nextel to report all transactions, even if the transaction is exempt from taxation (if so, it will be reported to the IRS as a like-kind exchange). Therefore, it is necessary for Nextel to collect the information below. If you have specific questions about your tax implications in this transaction, you should consult your own accountant or financial advisor.

Incumbent's Federal or Individual Tax ID #, FEIN (Federal) or SSN (individuals): _____

State(s) - sales tax license, resale permit, employment (etc): _____

Local (if applicable): _____

Current State and County location for your principal executive office: _____

If there has been more than one location for the principal executive office within the past five (5) years, list each such City/County/State location: _____

IV. FINANCIAL RECONCILIATION CONTACT INFORMATION (indicate one)

A. Check here if *same* as indicated in Item I above

B. Fill in below *if different* from Item I above as follows:

Financial Contact Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email: _____

V. REGULATORY INFORMATION

Would you like Nextel's Regulatory department to prepare and file all necessary FCC paperwork on your behalf?
Yes / No

If yes, please provide the following **Universal Licensing System ("ULS")** information for your licenses:

FRN (FCC Registration Number): _____

ULS PASSWORD: _____

Contact Representative for any FCC related issues:

Name: _____

Phone Number: _____

If no, please provide the following information regarding who will take care of the preparation and filing of all necessary FCC paperwork on your behalf:

Contact Name: _____

Organization: _____

Address: _____

City: _____

State/Zip: _____

Phone Number: _____

Email Address: _____

I, on behalf of Incumbent, hereby acknowledge that all of the information provided herein is true and correct as of the date signed below.

Incumbent Signature: _____

Print Name: _____

Title: _____

Date: _____ 2009

Exhibit B

MUTUAL ASSIGNMENT OF FCC LICENSES

A. **City of Monroe**, a political subdivision of the State of Michigan (the "Incumbent"), and **Nextel West Corp**, a wholly-owned indirect subsidiary of Sprint Nextel Corporation, a Kansas corporation ("Nextel"), have entered into a Reconfiguration Agreement (the "Agreement"), dated _____, for the creation / assignment of certain 800 MHz license(s) and the assignment/cancellation of certain 800 MHz license(s) (collectively referred to as the "Licenses");

B. Incumbent and Nextel have applied for and received Federal Communications Commission ("FCC") grant or consent to transfer such License(s);

NOW, THEREFORE:

1. Incumbent has assigned the frequencies on the parameters listed below to Nextel. Nextel accepts this assignment and assumes responsibility as licensee from and after the date the last Party signs.

Call Sign	Frequencies	Licensee	Location (MI)	Exp. Date	Lat (N)	Long (W)
WPVZ371	823.6000	City of Monroe	Monroe	09/18/2012		
WPVZ371	868.6000	City of Monroe	Monroe	09/18/2012	41°54'23'	83°24'8'

2. Nextel has created or assigned the frequencies on the parameters listed below to Incumbent. Incumbent accepts this grant/assignment and assumes responsibility as licensee from and after the date the last Party signs.

Replacement Frequencies	Lat (N)	Long (W)	ERP	Gnd Elev (ft)	Ant. Height (ft)	New Licensee	Location (MI)
WPVZ371			35			City of Monroe	Monroe
WPVZ371	41°54'23'	83°24'8'	56	577	112	City of Monroe	Monroe

3. Nextel and Incumbent agree to the following calculations and agree to the delivery of funds in accordance with Incumbent's payment instructions:

Total Reconfiguration Cost	\$ 7,671.50 dollars
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Incumbent Signature Page Follows

Incumbent: City of Monroe, MI By: _____ Name: Title: Date:	Nextel: Nextel West Corp. By: _____ Name: Title: Date:
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Exhibit C

800 MHZ RECONFIGURATION

CERTIFICATION OF RECEIPT OF COMPARABLE FACILITIES AND OF
COMPLETION OF RECONFIGURATION

Incumbent Name: City of Monroe (MI)

Certification

Pursuant to the order of the Federal Communication Commission (the "FCC") mandating the 800 MHz band reconfiguration (the "Order"), the above-named incumbent licensee (the "Incumbent") hereby certifies to the Transition Administrator appointed pursuant to the Order as follows:

1. Incumbent, as of the date of this Certification, has relinquished its original 800 MHz frequencies identified on the attached Schedule A (the "Replaced Frequencies"), has reconfigured its facilities to operate on the replacement frequencies identified on the attached Schedule B (the "Replacement Frequencies") and has received a grant by the FCC of a license to operate on the Replacement Frequencies.
2. Incumbent acknowledges that Nextel Communications, Inc. (together with its affiliates, including Nextel West Corp., "Nextel") is obligated under the Order to pay the cost of relocating Incumbent's system from the Incumbent Frequencies to the Replacement Frequencies. Notwithstanding its right under the Order for such payment, Incumbent agrees that it and its Vendors, if any, do not now, and will not at any time in the future, seek reimbursement from Nextel, from the letter of credit established by Nextel pursuant to the Order, from the FCC or from the 800 MHz Transition Administrator for any amount to reconfigure Incumbent's existing facilities to operate on the Replacement Frequencies. Furthermore, the Incumbent acknowledges that it shall not seek any compensation, reimbursement or other monies or forms of compensation otherwise available or potentially available to it pursuant to or related to the Order.
3. Incumbent certifies to the 800 MHz Transition Administrator, LLC that its facilities as reconfigured on the Replacement Frequencies provide Incumbent with facilities comparable to those used on the Replaced Frequencies as required by the Order.
4. All work required to reconfigure Incumbent's facilities to operate on the Replacement Frequencies has been satisfactorily completed.
5. All costs due the Incumbent or the Incumbent's Vendors, if any, for the reconfiguration of its system have been paid. All costs Nextel is obligated to pay under the Order for Incumbent's reconfiguration have been paid.
6. Nextel and Incumbent have agreed to the sum paid by Nextel for such work, and there is no dispute pending, threatened or anticipated between Incumbent, its Vendors and Nextel regarding Incumbent's reconfiguration.
7. The Incumbent (if incorporated) is duly organized, validly existing and in good standing under the laws of the state of its incorporation.

8. The undersigned is a duly appointed and acting officer or representative of the Incumbent with all necessary authority to execute this Certification.

Signature: _____

Print Name: _____

Title: _____

Phone Number: _____

E-mail: _____

Date: _____