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**RULE OF THE CHAMBER**

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

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

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

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

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

The City of Monroe will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting/hearing upon one week's notice to the City Clerk/Treasurer. Individuals with disabilities requiring auxiliary aids or services should contact the City of Monroe by writing or calling: City of Monroe, City Clerk/Treasurer, 120 E. First St., Monroe, MI 48161, (734) 384-9136. The City of Monroe website address is [www.monroemi.gov](http://www.monroemi.gov).

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**AGENDA - CITY COUNCIL REGULAR MEETING  
MONDAY, NOVEMBER 1, 2010  
7:30 p.m.**

**I. CALL TO ORDER.**

**II. ROLL CALL.**

**III. INVOCATION/PLEDGE OF ALLEGIANCE.**

**IV. PROCLAMATION.**

244 "Homeless Awareness Week" – November 14 – 20, 2010.

**V. PUBLIC HEARINGS.**

232 Public hearing for the purpose of reviewing and hearing comments on Proposed Ordinance No. 10-007, an Ordinance to amend the City of Monroe's Planning/Zoning Code and Official Zoning Map, of the Code of the City of Monroe. There are no comments on file in writing in the Clerk-Treasurer's Office.

**VI. COUNCIL ACTION.**

232 Proposed Ordinance No. 10-007, an Ordinance to amend the City of Monroe's Planning/Zoning Code and Official Zoning Map, of the Code of the City of Monroe, up for its final reading.

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

A. Approval of the Minutes of the Special Meeting held on Monday, October 18, 2010 and the Minutes of the Regular Meeting held on Monday, October 18, 2010.

B. Approval of payments to vendors in the amount of \$\_\_\_\_\_.  
Action: Bills be allowed and warrants drawn on the various accounts for their payment.

245 Great Lakes Commission – Grant Agreement Acceptance.

1. Communication from the Director of Water & Wastewater Utilities, submitting the Great Lakes Commission (GLC) Grant Agreement for the River Raisin Areas of Concern (AOC) 2011, and recommending that Council accept the GLC Grant Agreement in the amount of \$16,500.00 and that the City Manager or his designee be authorized to sign the agreement on behalf for the City of Monroe.

2. Supporting documents.

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

246 Water Filtration Plant Pump Room Window Replacement Change Order.

1. Communication from the Director of Engineering & Public Services, submitting a Change Order to the City Hall Window Replacement and Masonry Restoration, Alternate 2, Water Filtration Plant pump room window replacement, and recommending that Council award a Change Order for Alternate #2 to the City Hall Window Replacement and Masonry Restoration contract in the amount of \$29,000 to DRV Contractors, LLC, that a total of \$32,000 be encumbered to include a small contingency, and that the Director of Engineering and Public Services be authorized to execute the change order on behalf of the City.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

247 Collection of Personal Property Taxes.

1. Communication from the Clerk-Treasurer submitting a proposed resolution authorizing the City Treasurer to collect delinquent personal property taxes, using all means necessary, and recommending that the attached resolution authorizing the use of Small Claims Court in the process of collecting delinquent personal property taxes be adopted.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

248 2010 Sanitary Sewer Rehabilitation Program – Change Order for Additional Work Locations.

1. Communication from the Director of Engineering & Public Services, submitting a Change Order to the 2010 Sanitary Sewer Rehabilitation Program to add additional work locations, and recommending that Council award the change order to the above contract to Insituform Technologies USA, Inc, in the amount of \$424,273.60, that a total of \$490,000 be encumbered to include a 15% contingency, and that the Director of Engineering & Public Services be authorized to sign the change order on behalf of the City of Monroe.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

249 Wastewater Department Centrifuge Variable Frequency Drive Replacement Bids.

1. Communication from the Director of Water & Wastewater Utilities, reporting back on bids received for the replacement of both Wastewater Treatment Plant (WWTP) Centrifuge Variable Frequency Drives (VFD), and recommending that a purchase order in the amount of \$45,203 be awarded to Romanoff Electric Company, LLC out of Toledo, OH for the replacement of both WWTP and Centrifuge VFDs as part of the fiscal year 2010-2011 CIP project in accordance with the bid specifications.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

250 Water Treatment Plant 1000KVA Transformer Replacement Bids.

1. Communication from the Director of Water & Wastewater Utilities, reporting back on bids received for the Water Treatment Plant (WTP) Transformers, and recommending that a purchase order in the amount of \$53,731 be awarded to Transformer Inspection Retrofill out of Royal Oak, MI for the replacement of one of the WTP Transformers and installation of a temporary transformer (if needed) in accordance with the bid specifications.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

251 Natural Gas Supplier for City Facilities.

1. Communication from the Finance Director, submitting an agreement with Lakeshore Energy to provide natural gas for heating and hot water to all City of Monroe facilities, and recommending that Council approve entering into the attached agreement with Lakeshore Energy to provide natural gas to all City of Monroe facilities where the City is paying the natural gas service cost.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

**VIII. MAYOR'S COMMENTS.**

**IX. CITY MANAGER COMMUNICATION.**

**X. COUNCIL COMMENTS.**

**XI. CITIZEN COMMENTS**

**XII. ADJOURNMENT.**

**P R O C L A M A T I O N**

- WHEREAS,** every day there are men, women, and children in Monroe County who do not have a place they can call home; and
- WHEREAS,** every year, public and private agencies observe Homeless Awareness Week to increase awareness and focus attention on the needs of homeless individuals and families; and
- WHEREAS,** The Monroe County Network on Homelessness and the Monroe County Ten Year Planning Committee are committed to the elimination of homelessness so that every person in our community has a home that is safe, affordable and accessible; and
- WHEREAS,** a shortage of affordable housing and a simultaneous increase in poverty are cause for the rise in homelessness over the past 20-25 years; and
- WHEREAS,** the theme of Homeless Awareness Week is, “Homelessness: It Hits Home”; and
- WHEREAS,** the City of Monroe supports the vision of the Monroe County Network on Homelessness and the Ten Year Planning Committee to end homelessness and we pledge our continued support to seek solutions to eradicate homelessness.

**NOW, THEREFORE,** I, Robert E. Clark, Mayor of the City of Monroe, with the full support of City Council, do hereby proclaim the week of November 14 – 20, 2011, as

**“HOMELESS AWARENESS WEEK”**

in Monroe, and we encourage all citizens to recognize and support the efforts of service agencies working toward ending homelessness.

IN WITNESS WHEREOF, We have hereunto set our hands and caused the Seal of the City of Monroe to be affixed this 1<sup>st</sup> day of November 2011.

Council Members:

\_\_\_\_\_  
Jeffery A. Hensley, Precinct 1

\_\_\_\_\_  
Christopher M. Bica, Precinct 3

\_\_\_\_\_  
Mary V. Conner, Precinct 5

\_\_\_\_\_  
Robert E. Clark, Mayor

\_\_\_\_\_  
Edward F. Paisley, Precinct 2

\_\_\_\_\_  
Jeremy J. Molenda, Precinct 4

\_\_\_\_\_  
Brian P. Beneteau, Precinct 6



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** GREAT LAKES COMMISSION – GRANT AGREEMENT ACCEPTANCE

**DISCUSSION:** The PAC (River Raisin Remedial Action Plan Public Advisory Council) subcommittee through the City of Monroe Commission on Environment and Water Quality applied for a Public Advisory Support Grant for the River Raisin Area of Concern (AOC) 2011. The grant scope includes producing the following items:

- A. A report and attachments of the planning and design documents needed for the development of Phase II of the low-head dam project.
- B. Provide an updated action tracking table for the River Raisin AOC which can be used to develop a Stage II document complete with all tasks necessary for a complete delisting of all Beneficial Use Impairments.
- C. Provide outreach and educational materials to the community.
- D. A DVD of a public service announcement/documentary highlighting the River Raisin AOC.

Attached is the Great Lakes Commission (GLC) Grant Agreement that was received October 15, 2010. City staff has reviewed the document along with the City Attorney such that all parties are familiar with the grant provisions and believe the grant conditions / obligations can be met.

As you may recall with most Federal projects, a non-Federal match is required or strongly encouraged. This grant includes some non-Federal match amounts from the City of Monroe (\$5,000). The match values are for providing a meeting room, use of the Council Chambers and cable presentations to complete the project.

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

**IT IS RECOMMENDED** that the City Council accept the GLC Grant Agreement in the amount of \$16,500.00 and for the City Manager or his designee be authorized to sign the agreement on behalf of the City of Monroe.

**CITY MANAGER RECOMMENDATION:**

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



October 1, 2010

**BOARD OF DIRECTORS**

**CHAIR**  
**Governor Pat Quinn**  
Springfield, Illinois

**VICE CHAIR**  
**Todd Ambts**  
President  
River Network  
Madison, Wisconsin

**IMMEDIATE PAST CHAIR**  
**Lt. Governor John D. Cherry, Jr.**  
Lansing, Michigan

**Kari Evans**  
General Counsel for  
Indiana Department of  
Natural Resources  
Indianapolis, Indiana

**Ken DeBeaussiaert**  
Director  
Office of the Great Lakes  
Michigan Department of  
Natural Resources and Environment  
Lansing, Michigan

**Thomas E. Huntley**  
Minnesota State Representative  
Duluth, Minnesota

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Commissioner  
New York Department of  
Environmental Conservation  
Albany, New York

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Director  
Ohio Department of  
Natural Resources  
Columbus, Ohio

**William Carr**  
Manager  
International Relations and Policy  
Office of International  
Relations and Protocol  
Toronto, Ontario

**Kelly Burch**  
Regional Director  
Northwest Regional Office  
Pennsylvania Department of  
Environmental Protection  
Meadville, Pennsylvania

**Marc T. Boucher**  
Québec Government Representative  
Chicago, Illinois

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

Daniel W. Stefanski  
Monroe County Drain Commissioner  
City of Monroe Commission on the Environment and Water Quality  
120 E. Front Street  
Monroe, MI 48161

Dear Mr. Stefanski:

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

Specific Requirements, Tasks and Deadlines

1. The duration of the project will be approximately 6 months, beginning October 1, 2010 and ending March 31, 2011.
2. The approved total award amount is \$16,500.
3. Quarterly (i.e., every three months) progress reports are required during the grant period and will be due 30 days after the end of the quarter. Financial reports will be due twice during the project period: an intermediate report halfway through the project period and a final report at the end of the project period. These reports shall be submitted using the forms provided to you.
4. Payment to the Local Entity will be provided in three installments: 40 percent of the grant amount upon execution of this contract; 40 percent of the grant amount upon receipt and approval of the intermediate financial report; and 20 percent of the grant amount upon the receipt and approval of final progress and financial reports. Payments will be provided within 30 business days following receipt and approval of the signed contract, intermediate and final financial reports. Payment will be made to the City of Monroe Commission on the Environment and Water Quality to the attention of Dan Stefanski, Monroe County Drain Commissioner, unless the Commission is notified otherwise in writing.
5. The final progress and financial reports shall be submitted no later than April 30, 2011 and must demonstrate completion of all workplan tasks. The GLC reserves the right to withhold final payment (20 percent of the grant amount) pending completion of all workplan tasks.
6. Payment of final grant funds will be made within 30 business days of receipt and acceptance of the final progress and financial reports and receipt of copies of all

written materials produced under the grant. These products will need approval from the Michigan Dept. of Natural Resources and Environment (MDNRE).

7. Funding provided under this grant shall be used solely to implement tasks outlined in the approved workplan. Any changes to the workplan or project schedule must be requested in advance in writing (email is acceptable) and approved by the GLC and MDNRE.
8. All public documents produced under this grant shall be reviewed and approved by MDNRE in advance of their production. The final documents shall be provided to MDNRE in electronic and hard copy format and shall remain in the public domain and shall not be copyrighted.

#### General Conditions

- This agreement is funded by a grant from the U.S. Environmental Protection Agency (U.S. EPA). Neither the United States nor any of its departments, agencies, or employees is a party to this agreement. This agreement is subject to the regulations contained in Title 40 of the Code of Federal Regulations (CFR), Part 31, in effect on the date of execution of this agreement.
- The Local Entity shall secure the necessary personnel to perform the services as described in the attached, approved workplan; and all personnel shall be employees or shall be under the direct supervision of the Local Entity. The Local Entity shall accept responsibility for and make payments as required by law for workers' compensation insurance, social security, income tax deductions, unemployment compensation, and any other taxes or payroll deductions as required by law for its employees. The above shall be the responsibility of any firm or individual employed under a subcontract. All personnel, employees, or subcontractors working under this agreement shall be professionally qualified to perform the duties required.

#### *Changes*

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

#### *Cancellation*

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

#### *Audit; Access to Records*

- The Local Entity will be required to maintain all pertinent financial and accounting records and evidence in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives shall have access, upon reasonable notice, to such books, records,

documents, and other evidence for the purpose of inspection, audit, and copying. The Local Entity will provide proper facilities for such access and inspection. All records shall be maintained for a minimum of five (5) years after agreement termination or completion.

- This agreement is funded by several U.S. EPA grants passed through the state and the GLC to the local public advisory councils. The Federal Grant Number for the state is GL00E592-01.
- The State shall have access to all records pertinent to the program(s) identified in the agreement.

#### *Liability*

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

#### *Liability Insurance*

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

#### *Nondiscrimination*

- The Local Entity shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Local Entity further agrees that any subcontract shall contain a nondiscrimination provision identical to this provision and binding upon any and all subcontractors. This covenant is required pursuant to the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2201, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101, et seq. Any breach thereof may be regarded as a material breach of the contract or purchase order.

#### *Unfair Labor Practices*

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

#### *Compliance*

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

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

Erika Jensen  
Senior Program Specialist  
Great Lakes Commission  
2805 South Industrial Blvd., Suite 100  
Ann Arbor, MI 48104-6791  
734-971-9135  
Fax: 734-971-9150  
Email: ejensen@glc.org

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

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

Sincerely,



Tim Eder  
Executive Director

Conditions understood and accepted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

TE/md

Attachments: Workplan and budget for the project

cc: Rick Hobrla, Michigan Department of Natural Resources and Environment

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



**Request consideration for the  
2011 PAC Support Grant  
For a Grant entitled:**

**Public Advisory Support Grant  
For the River Raisin AOC 2011**

Proposal dated: August 30, 2010

**PAC Support Abstract:**

The River Raisin Public Advisory Council (PAC) has been accepted as a standing sub-committee under of the City of Monroe Commission on the Environment and Water Quality (COTE). This was done to provide long-term sustainability to the PAC and give the Council status as a Municipal Committee established by a City of Monroe Ordinance. The PAC and COTE have developed the following proposal to advance strategic planning and implementation efforts and to provide public outreach support money to the PAC. Our request will provide funding for PAC strategic planning support, including updating Michigan's delisting strategy tracking table and an environmental outreach/education campaign; both of which are geared to motivate and inform the Citizens of Monroe about the environmental challenges and opportunities facing our community in light of possible AOC delisting in the near-term.

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

Sincerely,  
Daniel W. Stefanski

A handwritten signature in black ink, appearing to read "Daniel W. Stefanski". The signature is written in a cursive, flowing style.

Chairman River Raisin RAP PAC/ Member Commission on the Environment

## **Applicant Information:**

Name City of Monroe Commission on the Environment and Water Quality  
and the River Raisin Public Advisory Council

Address City of Monroe  
120 E. Front Street  
Monroe, MI 48161

Phone 734 243-0700 fax 734 243-8683

Contacts **Barry LaRoy**, Director Utilities City of Monroe  
734 384-9122 fax 734 384-9108  
barry.laroy@monroemi.gov  
**Maureen Pfund**, Chairman, City of Monroe Commission on the Environment and  
Water Quality.  
734 243-7820 cell 734 915-1290  
pfund@chartermi.net  
**Daniel W. Stefanski**, Monroe County Drain Commissioner  
734 240-3110 fax 734 240-3112  
dstefanski@monroemi.org

## **Applicant Background:**

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

## **Statement of Qualifications:**

**Barry LaRoy** has been with the City of Monroe for the past 17 years, he is currently the Director of Utilities for the City. He is extremely knowledgeable in the workings of City governments and engineering matters. He is currently a commissioner on the Commission on the Environment. He is the Commission's primary contact with the City of Monroe.

**Maureen Pfund** has been with Monroe County Environmental Health for 20+ years. She worked with the Monroe Recycling Committee in the 1980s to develop the recycling and household hazardous collection programs that still are in place today. She continues to work to improve the Monroe County Environmental Recycling and House Hold Hazardous Waste programs. Maureen currently serves as the Chairperson of the City of Monroe Commission on the Environment.

**Daniel W. Stefanski** has been in the environmental field for the past 36 years. He served as the Director of Wastewater for the City of Monroe for 23 years until becoming the Monroe County Drain Commissioner in 2004. While with the City he worked with Maureen Pfund and developed many environmental programs that are still in effect today. His current environmental focus as Monroe County Drain Commissioner is Phase II of the Clean Water Act, and the implementation of public outreach, public participation, and the County Illicit Discharge Detection and Elimination Program, as required by the State of Michigan and the USEPA.

**Project Team:** The Project Team will be made up of Mr. LaRoy, Mrs. Pfund and Mr. Stefanski.

**Responsibilities:** This Project team along with other volunteers will be responsible for scheduling public meetings, providing refreshments for public meetings and outreach programs (funded by this grant), and engage the public in restoration of the River Raisin AOC. The team will further provide guidance on strategic planning and implementation activities, developing environmental education material, and establishing the Commission's outreach campaign.

## **Project Schedule:**

All work will be completed by March 31, 2011

## **Work-Plan:**

### **Support for PAC Meetings**

PAC support money will be used for implementing planning activities associated with the River Raisin Low-head Dam Phase II project, update Michigan's Delisting Strategy Tracking Table with actions needed to address the remaining Beneficial Use Impairments (BUIs), and provide funds to support an outreach/education campaign to raise community awareness of progress being achieved in the AOC. The following are the details of the four components of the grant request, including costs:

- A. We are requesting \$3,500 for the city of Monroe's consultant (JFNew) to develop the concept plans necessary to take advantage of future funding opportunities for construction of the Phase II of the River Raisin Fish Passage Project, restoring natural fish migration for 13.5 miles of the River Raisin. Phase one is expected to be funded in the near future, and funding for additional planning activities under the Phase II will significantly advance the fish passage project to "shovel-ready" status.
- B. We are requesting an estimated \$6,500 for the consulting services needed to update Michigan's Delisting Strategy Tracking Table, which will be used to develop a Stage II RAP for the Raisin AOC. The City of Monroe will send out a minimum of 4 requests for proposals to firms that have specific qualifications and experience in our AOC. The Monroe City Council will make the final selection based on their competitive bidding requirements. The successful bidder will work with the PAC and reestablish the AOC Technical Review Committee (TRC). The TRC will provide outreach and comments needed to develop a strategic plan for addressing the BUIs in the AOC. The strategic plan will provide all the tasks and programs needed for final delisting, giving the Community a concise road map for all elements needed for final delisting. Funding will enable the AOC stakeholders and the public to better understand what remedial actions remain, and help us to develop a project list for future funding opportunities.
- C. We are requesting \$1,500 for the following outreach and education activities:
  - a. Development and printing costs of outreach/educational materials.
  - b. Newspaper announcements, geared to promote the AOC projects and to invite stakeholders, and potential partners, to participate at the scheduled planning and outreach meetings.
- D. We are requesting \$5,000 for the development of a public service announcement/short documentary, highlighting the Raisin as an AOC poised for delisting. This work can be showcased at Great Lakes regional conferences and shared with local and regional stakeholders. Details as follows:
  - a. Development of a professional, high-quality, public service announcement/documentary feature to inspire, bolster and sustain public, private and corporate awareness of the progress made in delisting of the River Raisin AOC. Additionally, this work will serve as a promotional tool and launch-point for further support, fundraising and call-to-action provocation.
  - b. The net result of this project would be a product that could be aired on PBS or cable-TV, web-based media outlets, showcased at Great Lakes regional conferences, public premiers, and other stakeholder functions.

### **Products and materials that will be produced:**

The final report will include:

- A. We will submit a report and attachments of the planning and design documents needed for the development of Phase II of the low-head dam project.
- B. The Commission will provide an updated action tracking table for the River Raisin AOC, which can be used to develop Stage II document, complete with all tasks necessary for complete delisting of all BUIs.
- C. The PAC will report the costs associated with the development of all materials, printing costs, and newspaper announcements needed for the Raisin public outreach campaign in the quarterly reports. As applicable, copies of materials will be provided in electronic format with the final report.
- D. A DVD copy of the public service announcement/documentary will be included with the final report.

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**Total Grant request**

The River Raisin PAC is requesting a total of **\$16,500 for PAC support in 2011**

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**AOC PAC Support:**

The Commission on the Environment and the PAC fully endorse this grant, please see page one letter.

**Meeting Schedule:**

Meetings are proposed to be held on the third Thursday of each month. Subcommittees meet as often as necessary to accomplish the Commissioners Goals. Materials will be developed by March 31, 2011.

**Matching Funds:**

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

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

Meeting room =	12 meetings/year	@	\$50/meeting = \$600.00
Council Chambers=	4 meetings	@	\$100.00/meeting= \$400.00
Cable Presentations=	4 events	@	\$1,000.00/event= <u>\$4,000.00</u>

TOTAL In-kind      = \$5,000.00

Public Advisory Council Support Grants for Michigan's Areas of Concern

**BUDGET TEMPLATE**

Applicant: City of Monroe Commission on the Environment and Water Quality/ Raisin RAP-PAC	
Project Title: Public Advisory Support Grant for the River Raisin AOC 2011	
BUDGET CATEGORIES	AMOUNT
<b>1. PERSONNEL SALARIES:</b>	
Subtotal: NONE	\$0.00
<b>2. FRINGE BENEFITS:</b> (Indicate rate; maximum rate is 40% of salaries)	
Subtotal: NONE	\$0.00
<b>3. INDIRECT COSTS:</b> (Indicate rate calculation; maximum rate is 20% of salaries and benefits)	
Subtotal: NONE	\$0.00
<b>4. CONTRACTUAL SERVICES:</b>	
A. JFNEW for Phase II Fish Passage	\$3,500.00
B. Competitive bid for Stage II Document Development	\$6,500.00
C. DVD documentary "Raisin AOC poised for delisting"	\$5,000.00
Subtotal:	\$15,000.00
<b>5. PROJECT SUPPLIES &amp; EQUIPMENT:</b> (Itemize) Item C Outreach Education and promotional material	
C. Outreach and educational material printing cost.	\$1,000.00
Website hosting cost	\$100.00
Newspaper charges for announcements for public hearings and promotions	\$400.00
Subtotal:	\$1,500.00
<b>6. TRAVEL:</b>	
<i>Breakdown of costs</i>	
Subtotal: NONE CHARGED	\$0.00
<b>TOTAL REQUESTED FUNDS:</b>	\$16,500.00
<b>7. MATCH:</b> (Not required)	
Meeting Room	\$600.00
Council Chambers	\$400.00
Cable Presentations	\$4,000.00
Subtotal:	\$5,000.00
<b>TOTAL PROJECT COST:</b>	\$21,500.00



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO: WATER FILTRATION PLANT PUMP ROOM WINDOW REPLACEMENT CHANGE ORDER AWARD**

**DISCUSSION:** On September 13, the Engineering Department opened bids for window replacement and masonry restoration at Monroe City Hall. The original bid package divided the work into a base bid, which included most project work at City Hall, Alternate 1, which was for new doors in the First Floor Conference Room and Council Chambers, and Alternate 2, which included window replacement for the pump room at the Water Filtration Plant. The original bid tabulation has been attached for your information. Based on the submitted bids, the Architect (James S. Jacobs Architects) and the Engineering Department recommended that the base bid and Alternate 1 be awarded to DRV Contractors, and that Alternate 2 be awarded separately. These recommendations were approved by the City Council on October 4, and DRV Contractors has started their work at City Hall.

Since we believed that the low bidder for Alternate 2, Omega Development Corporation, would be unwilling to accept the award of \$25,000 for the alternate alone based on their discussions with the Architect, the recommendation included a secondary award to Phoenix Contractors, Inc. for \$27,000 if Omega declined. Unfortunately, not only did Omega decline, but Phoenix did as well. Both parties indicated they did not wish to complete the Alternate 2 work only, as they had figured their overhead and management costs into the base bids. It is our understanding that both intended to utilize local glass subcontractors, and their role would be limited to oversight only. While we had placed language in the bid documents allowing us to award to base bid and alternates either together or separately, the language is likely not firm enough to force either entity to accept the award, and as a matter of policy it is not recommended so as not to discourage future participation in other projects.

At this point, we are left with two reasonable options: either re-bid the project or negotiate with DRV Contractors to perform the work. Their original bid of \$32,000 for Alternate 2 exceeds the project budget, so we have asked them if they are willing to drop their price. Normally, we would simply re-bid this project, but if this were done, the soonest bids could be awarded by the City Council would be November 15, and it is possible that work would then not be completed by Winter, which would result in one more year of lost energy efficiency. DRV Contractors has returned with a quotation of \$29,000 for Alternate 2. Although this was not their original bid amount, this would place it as the next lowest bidder after those that have already declined the award. They have indicated they can complete the work nearly simultaneously with the window replacement at City Hall, and we would place completion in 2010 as a condition of the award.

**IT IS RECOMMENDED** that the City Council award a Change Order for Alternate #2 to the City Hall Window Replacement and Masonry Restoration contract in the amount of \$29,000 to DRV Contractors, LLC, that a total of \$32,000 be encumbered to include a small contingency, and that the Director of Engineering and Public Services be authorized to execute the change order on behalf of the City.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** As soon as possible

**REASON FOR DEADLINE:** City wishes to complete this work in 2010.

**STAFF RECOMMENDATION:**           X For            Against

**REASON AGAINST:** N/A

**INITIATED BY:** Department of Engineering and Public Services

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** City Council, Engineering Department, Water Department, Filtration Plant users

## FINANCES

<b>COST AND REVENUE PROJECTIONS:</b>	Cost of Total Project	\$244,300*
	Cost of This Project Approval	\$32,000
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

\*Includes \$200,000 base contract award from 10/4/10, this award, plus \$12,300 in previously-approved Architectural fees.

<b>SOURCE OF FUNDS:</b>	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	Pump Room Window Repl.	591-40.537-975.000 10W06	\$32,000.00*

\*Already encumbered on 10/4/10 to a different contractor, but original purchase order was cancelled.

Other Funds

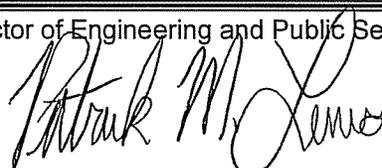
Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** Patrick M. Lewis, P.E., Director of Engineering and Public Services   **DATE:** 10/21/10

**REVIEWED BY:**

**DATE:**

**COUNCIL MEETING DATE:** November 1, 2010





October 15, 2010

Mr. Jim Jacobs  
James S Jacobs Architects, PLLC  
25 Washington St  
Monroe, Mi 48161

Re: Monroe City Hall

From: Kris Collins

Mr. Jacobs:

DRV is pleased to provide you with the following proposal for Alternate 2, on the Monroe City Hall Window Replacement and Masonry Restoration Project.

**Scope of Work:**

- Remove 5 Kalwall panels, and install new Kawneer window system, in voids.

**Total Price.....\$29,000**

Thank you for the opportunity to provide our services,

*Kris Collins*

Kris Collins, Sales/Project Management

DRV Contractors, LLC  
51667 Oro Dr.  
Shelby Twp., MI 48315  
Office - 586.247-6480  
Fax - 586.247-6499



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** The collection of Personal Property Taxes

**DISCUSSION:** The City Charter requires the City Treasurer to collect delinquent personal property taxes; using all means necessary. While we use several methods to achieve collection, we feel it is necessary, in some cases, to add the use of Small Claims Division of 1<sup>st</sup> District Court to assist in these collections. Michigan Tax law requires authorization from the governing body to use this method of collection.

Attached is a resolution authorizing the use of Small Claims Court in the process of collecting delinquent personal property taxes.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** N/A

**REASON FOR DEADLINE:**

**STAFF RECOMMENDATION:**       For       Against

**REASON AGAINST:**

**INITIATED BY:** Charles D. Evans, Clerk/Treasurer

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:**

## **FINANCES**

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

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

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** Charles D. Evans, Clerk/Treasurer

**DATE:** 10/24/10

**REVIEWED BY:**

**DATE:**

**COUNCIL MEETING DATE:**

## **RESOLUTION**

1           WHEREAS, Charter Section 154 makes it mandatory upon the City Treasurer to  
2 exhaust all legal remedies for the collection of unpaid personal property taxes; and

3           WHEREAS, the Clerk/Treasurer has requested authorization to collect personal  
4 property taxes in the Small Claims Division of the 1<sup>st</sup> District Court serving Monroe  
5 County; and

6           WHEREAS, MCL 600.4807 requires authorization of the governing body of the  
7 City.

8           NOW THEREFORE, BE IT RESOLVED, that the Clerk/Treasurer of the City of  
9 Monroe is authorized and directed to file claims for unpaid personal property taxes,  
10 where appropriate, in the Small Claims Division of the 1<sup>st</sup> District Court serving Monroe  
11 County, Michigan.



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** 2010 SANITARY SEWER REHABILITATION PROGRAM – CHANGE ORDER FOR ADDITIONAL WORK LOCATIONS

**DISCUSSION:** The Engineering Department opened bids for the 2010 Sanitary Sewer Rehabilitation Program on Tuesday, December 1, 2009, and a contract was awarded by the City Council on December 7, 2009. The original contract consisted of rehabilitation of approximately 1.5 miles of sanitary sewers ranging in size from 10" on Hollywood Drive to 21" on LaPlaisance Road to the 24" x 30" brick sewer crossing Front Street, O'Brien Street, and Island Street. After it was determined that the low bidder could not meet the product specifications, the bid was awarded to the second low bidder, Insituform Technologies USA of Chesterfield, Missouri in the amount of \$832,924.56. With change orders for additional work, the contract total now stands at \$867,573.56, and this is thus far within the authorized contingency of \$900,000. Insituform was one of the pioneers in the use of Cured-in-Place Pipe (CIPP) liners, and their process is acceptable to the City. They met our Labor Harmony standards as a part of the original bid award, and all work on the original contract is completed.

As a part of the 2010-11 Capital Improvements Program, the Wastewater Department requested and was granted funding for rehabilitation of sanitary sewers in four (4) different locations. These locations were selected in keeping with the desire of the Water and Wastewater Departments to ensure that underground facilities are improved in conjunction with roadway projects, and in these cases, the sanitary sewers are structurally sound, but should be lined to prevent infiltration and inflow. Three (3) of the locations have already been resurfaced (Scott Street from Sixth to Front, Woodville Avenue, and Custer Drive east of US-24), and the fourth (East First Street – Winchester to Conant) will be resurfaced in Spring 2011. It should be noted that none of this work will involve disruption of the pavement areas.

Rather than bidding these new divisions separately, the Engineering and Wastewater Departments have solicited a quotation from Insituform. The original contracts provide for the City to add work, and based on the relatively small number of qualified contractors available, we believe it is in the City's best interest to extend the current contract. The attached estimate lists the costs for each divisions, with new pay items listed in bold print. The quotation for all items is reasonable in the judgment of the Engineering Department, and the costs are within the budgeted funding for each location.

**IT IS RECOMMENDED** that the City Council award a change order to the above contract to Insituform Technologies USA, Inc. in the amount of \$424,273.60, that a total of \$490,000 be encumbered to include a 15% contingency, and that the Director of Engineering and Public Services be authorized to sign the change order on behalf of the City of Monroe.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** As soon as possible

**REASON FOR DEADLINE:** We would like this work to occur in the Fall and Winter when construction schedule is lighter, Contractor has availability during this period.

**STAFF RECOMMENDATION:**           X For                    Against

**REASON AGAINST:** N/A

**INITIATED BY:** Department of Engineering and Public Services

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** City Council, Engineering Department, Wastewater Department, adjacent residents

## FINANCES

<b>COST AND REVENUE PROJECTIONS:</b>	Cost of Total Project	\$1,390,000
	Cost of This Project Approval	\$490,000*
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

\*Includes 15% contingency.

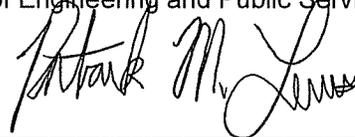
<b>SOURCE OF FUNDS:</b>	City	Account Number	Amount
	Scott Street Rehab.	590-75.529-973.000 11Z08	\$205,000
	Woodville Avenue Rehab.	590-75.529-973.000 11Z09	\$133,000
	E. First Street Rehab.	590-75.529-973.000 11Z10	\$101,000
	Custer Drive Rehab.	590-75.529-973.000 11Z11	\$51,000

Other Funds

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** Patrick M. Lewis, P.E., Director of Engineering and Public Services   **DATE:** 10/25/10

**REVIEWED BY:**



**DATE:**

**COUNCIL MEETING DATE:** November 1, 2010

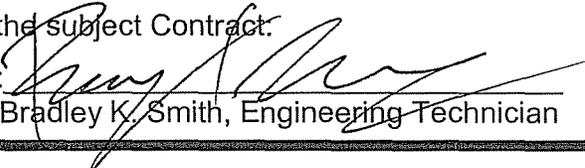
# CHANGE ORDER

Date: October 22, 2010	No: 2
Project: 2010 Sanitary Sewer Rehabilitation Program	
Contractor: INSITUFORM TECHNOLOGIES USA, INC.	
Contract for: SAME	Contract Date: January 28, 2010

TO: Insituform Technologies USA, Inc., 17988 Edison Avenue, Chesterfield, MO 63005  
(Contractor)

You are directed to make the changes noted below in the subject Contract.

CITY OF MONROE  
Owner

By:   
Bradley K. Smith, Engineering Technician

SEE ATTACHED

**These changes result in the following adjustment of Contract Price & Contract Time:**

Contract price prior to this change order	\$ 867,573.56
Net (increase) (decrease) resulting from this change order	\$ 424,273.60
Current contract price including this change order	\$ 1,291,847.16
Contract time prior to this change order	Days or Date: 5/28/10
Net (increase)(decrease) resulting from this change order	Days: 337
Current contract time including this change order	Days or Date: 4//30/11

Above Changes Are Approved:

CITY OF MONROE

By: \_\_\_\_\_  
City Engineer

Date \_\_\_\_\_, 20\_\_

Above Changes are Accepted:

Insituform Technologies USA, Inc.  
Contractor

By: \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_

FY 2010-2011 SANITARY SEWER REHABIITATION  
COST ESTIMATE

NO.	DESCRIPTION	CONTRACT ITEM			AMOUNT	DIV D - 11Z08		DIV E - 11Z09		DIV F - 11Z11		DIV G - 11Z10	
		QTY.	UNIT	UNIT PRICE			TOTAL		TOTAL		TOTAL		TOTAL
1	MOBILIZATION - DIVISION D (SCOTT ST)	1.0	LS	\$ 2,575.00	\$ 2,575.00	1.0	\$2,575.00		\$0.00		\$0.00		\$0.00
2	MOBILIZATION - DIVISION E (WOODVILLE)	1.0	LS	\$ 2,575.00	\$ 2,575.00		\$0.00	1.0	\$2,575.00		\$0.00		\$0.00
3	MOBILIZATION - DIVISION F (CUSTER DRIVE-EAST)	1.0	LS	\$ 2,575.00	\$ 2,575.00		\$0.00		\$0.00	1.0	\$2,575.00		\$0.00
4	MOBILIZATION - DIVISION G (E. FIRST)	1.0	LS	\$ 2,575.00	\$ 2,575.00		\$0.00		\$0.00		\$0.00	1.0	\$2,575.00
5	CLEAN & TELEWISE 8" SANITARY SEWER PRIOR TO RELINING	3,008.0	LFT	\$ 2.10	\$ 6,316.80	586.0	\$1,230.60	1955.0	\$4,105.50	467.0	\$980.70		\$0.00
6	CLEAN & TELEWISE 12" SANITARY SEWER PRIOR TO RELINING	1,031.0	LFT	\$ 2.60	\$ 2,680.60	321.0	\$834.60		\$0.00		\$0.00	710.0	\$1,846.00
7	CLEAN & TELEWISE 15" SANITARY SEWER PRIOR TO RELINING	377.0	LFT	\$ 2.60	\$ 980.20		\$0.00		\$0.00		\$0.00	377.0	\$980.20
8	CLEAN & TELEWISE 18" SANITARY SEWER PRIOR TO RELINING	63.0	LFT	\$ 3.40	\$ 214.20		\$0.00		\$0.00	63.0	\$214.20		\$0.00
9	CLEAN & TELEWISE 18"x24" SANITARY SEWER PRIOR TO RELINING	1,332.0	LFT	\$ 3.90	\$ 5,194.80	1332.0	\$5,194.80		\$0.00		\$0.00		\$0.00
10	MAINTENANCE/PUMP OF DAILY SANITARY SEWER FLOW - DIVISION D (SCOTT ST)	1.0	LS	\$ 9,500.00	\$ 9,500.00	1.0	\$9,500.00		\$0.00		\$0.00		\$0.00
11	MAINTENANCE/PUMP OF DAILY SANITARY SEWER FLOW - DIVISION E (WOODVILLE)	1.0	LS	\$ 1,050.00	\$ 1,050.00		\$0.00	1.0	\$1,050.00		\$0.00		\$0.00
12	MAINTENANCE/PUMP OF DAILY SANITARY SEWER FLOW - DIVISION F (CUSTER DRIVE - EAST)	1.0	LS	\$ 2,185.00	\$ 2,185.00		\$0.00		\$0.00	1.0	\$2,185.00		\$0.00
13	MAINTENANCE/PUMP OF DAILY SANITARY SEWER FLOW - DIVISION G (E. FIRST)	1.0	LS	\$ 1,875.00	\$ 1,875.00		\$0.00		\$0.00		\$0.00	1.0	\$1,875.00
14	FURNISH & INSTALL 8" CURED-IN-PLACE SEWER LINING	3,008.0	LFT	\$ 22.00	\$ 66,176.00	586.0	\$12,892.00	1955.0	\$43,010.00	467.0	\$10,274.00		\$0.00
15	FURNISH & INSTALL 12" CURED-IN-PLACE SEWER LINING	1,031.0	LFT	\$ 27.00	\$ 27,837.00	321.0	\$8,667.00		\$0.00		\$0.00	710.0	\$19,170.00
16	FURNISH & INSTALL 15" CURED-IN-PLACE SEWER LINING	377.0	LFT	\$ 40.00	\$ 15,080.00		\$0.00		\$0.00		\$0.00	377.0	\$15,080.00
17	FURNISH & INSTALL 18" CURED-IN-PLACE SEWER LINING	63.0	LFT	\$ 165.00	\$ 10,395.00		\$0.00		\$0.00	63.0	\$10,395.00		\$0.00
18	FURNISH & INSTALL 18"x24" CURED-IN-PLACE BRICK SEWER LINING	1,332.0	LFT	\$ 70.00	\$ 93,240.00	1332.0	\$93,240.00		\$0.00		\$0.00		\$0.00
19	LOCATE SANITARY SERVICE TAP AND CUT OPEN	131.0	EA	\$ 150.00	\$ 19,650.00	49.0	\$7,350.00	57.0	\$8,550.00	5.0	\$750.00	20.0	\$3,000.00
20	FURNISH & INSTALL 6 INCH LATERAL SERVICE REHABILITATION	21.0	EA	\$ 2,350.00	\$ 49,350.00	4.0	\$9,400.00	11.0	\$25,850.00	1.0	\$2,350.00	5.0	\$11,750.00
21	FURNISH & INSTALL 3 FEET LATERAL SERVICE REHABILITATION	5.0	EA	\$ 5,725.00	\$ 28,625.00	1.0	\$5,725.00	3.0	\$17,175.00		\$0.00	1.0	\$5,725.00
22	REHABILITATE SEWER MANHOLE	35.0	EA	\$ 1,725.00	\$ 60,375.00	11.0	\$18,975.00	6.0	\$10,350.00	6.0	\$10,350.00	12.0	\$20,700.00
23	TRAFFIC CONTROL - DIVISION D (SCOTT ST)	1.0	LS	\$ 1,971.00	\$ 1,971.00	1.0	\$1,971.00		\$0.00		\$0.00		\$0.00
24	TRAFFIC CONTROL - DIVISION E (WOODVILLE)	1.0	LS	\$ 1,971.00	\$ 1,971.00		\$0.00	1.0	\$1,971.00		\$0.00		\$0.00
25	TRAFFIC CONTROL - DIVISION F (CUSTER DRIVE - EAST)	1.0	LS	\$ 3,832.00	\$ 3,832.00		\$0.00		\$0.00	1.0	\$3,832.00		\$0.00
26	TRAFFIC CONTROL - DIVISION G (E. FIRST)	1.0	LS	\$ 5,475.00	\$ 5,475.00		\$0.00		\$0.00		\$0.00	1.0	\$5,475.00
	<b>TOTAL</b>				\$ 424,273.60		\$177,555.00		\$114,636.50		\$43,905.90		\$88,176.20

FY 2010-2011 SANITARY SEWER REHABIITATION  
COST ESTIMATE

NO.	DESCRIPTION	CONTRACT ITEM			AMOUNT
		QTY.	UNIT	UNIT PRICE	
13	LOCATE SANITARY SERVICE TAP AND CUT OPEN	131.0	EA	\$ 150.00	\$ 19,650.00
14	FURNISH & INSTALL 6 INCH LATERAL SERVICE REHABILITATION	21.0	EA	\$ 2,350.00	\$ 49,350.00
15	FURNISH & INSTALL 3 FEET LATERAL SERVICE REHABILITATION	5.0	EA	\$ 5,725.00	\$ 28,625.00
16	REHABILITATE SEWER MANHOLE	35.0	EA	\$ 1,725.00	\$ 60,375.00
24	FURNISH & INSTALL 12" CURED-IN-PLACE SEWER LINING	1,031.0	LFT	\$ 27.00	\$ 27,837.00
25	FURNISH & INSTALL 15" CURED-IN-PLACE SEWER LINING	377.0	LFT	\$ 40.00	\$ 15,080.00
26	MOBILIZATION - DIVISION D (SCOTT ST)	1.0	LS	\$ 2,575.00	\$ 2,575.00
27	MOBILIZATION - DIVISION E (WOODVILLE)	1.0	LS	\$ 2,575.00	\$ 2,575.00
28	MOBILIZATION - DIVISION F (CUSTER DRIVE-EAST)	1.0	LS	\$ 2,575.00	\$ 2,575.00
29	MOBILIZATION - DIVISION G (E. FIRST)	1.0	LS	\$ 2,575.00	\$ 2,575.00
30	CLEAN & TELEWISE 8" SANITARY SEWER PRIOR TO RELINING	3,008.0	LFT	\$ 2.10	\$ 6,316.80
31	CLEAN & TELEWISE 12" SANITARY SEWER PRIOR TO RELINING	1,031.0	LFT	\$ 2.60	\$ 2,680.60
32	CLEAN & TELEWISE 15" SANITARY SEWER PRIOR TO RELINING	377.0	LFT	\$ 2.60	\$ 980.20
33	CLEAN & TELEWISE 18" SANITARY SEWER PRIOR TO RELINING	63.0	LFT	\$ 3.40	\$ 214.20
34	CLEAN & TELEWISE 18"x24" SANITARY SEWER PRIOR TO RELINING	1,332.0	LFT	\$ 3.90	\$ 5,194.80
35	MAINTENANCE/PUMP OF DAILY SANITARY SEWER FLOW - DIVISION D (SCOTT ST)	1.0	LS	\$ 9,500.00	\$ 9,500.00
36	MAINTENANCE/PUMP OF DAILY SANITARY SEWER FLOW - DIVISION E (WOODVILLE)	1.0	LS	\$ 1,050.00	\$ 1,050.00
37	MAINTENANCE/PUMP OF DAILY SANITARY SEWER FLOW - DIVISION F (CUSTER DRIVE - EAST)	1.0	LS	\$ 2,185.00	\$ 2,185.00
38	MAINTENANCE/PUMP OF DAILY SANITARY SEWER FLOW - DIVISION G (E. FIRST)	1.0	LS	\$ 1,875.00	\$ 1,875.00
39	FURNISH & INSTALL 8" CURED-IN-PLACE SEWER LINING	3,008.0	LFT	\$ 22.00	\$ 66,176.00
40	FURNISH & INSTALL 18" CURED-IN-PLACE SEWER LINING	63.0	LFT	\$ 165.00	\$ 10,395.00
41	FURNISH & INSTALL 18"x24" CURED-IN-PLACE BRICK SEWER LINING	1,332.0	LFT	\$ 70.00	\$ 93,240.00
42	TRAFFIC CONTROL -DIVISION D (SCOTT ST)	1.0	LS	\$ 1,971.00	\$ 1,971.00
43	TRAFFIC CONTROL - DIVISION E (WOODVILLE)	1.0	LS	\$ 1,971.00	\$ 1,971.00
44	TRAFFIC CONTROL - DIVISION F (CUSTER DRIVE - EAST)	1.0	LS	\$ 3,832.00	\$ 3,832.00
45	TRAFFIC CONTROL - DIVISION G (E. FIRST)	1.0	LS	\$ 5,475.00	\$ 5,475.00
	TOTAL				\$ 424,273.60



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** REPORT BACK ON BIDS RECEIVED FOR CENTRIFUGE VARIABLE FREQUENCY DRIVE REPLACEMENTS – WASTEWATER DEPARTMENT

**DISCUSSION:** The Wastewater Department received four (4) bids for the replacement of both Wastewater Treatment Plant (WWTP) Centrifuge Variable Frequency Drives (VFD). The Centrifuge VFD replacements are part of the overall Centrifuge Rehabilitation approved fiscal year 2010-2011 Capital Improvement Program (CIP) project. The bidder meeting all bid specifications is from Romanoff Electric Company, LLC out of Toledo, OH for \$45,203.00. Attached is bid tabulation for reference.

The two WWTP centrifuges are an integral process of the treatment of wastes to be removed from water. Keeping the centrifuges in optimal operating condition allows the plant to process sludge efficiently. Due to the materials and environment the machines are exposed to coupled with the equipment age, the VFD replacement is a necessary preventative maintenance measure. Loss of either machine due to equipment failure leaves the Wastewater Plant without the redundancy that is needed to insure all plant processes continue to function properly in order to maintain compliance with our NPDES permit.

Romanoff Electric Company, LLC has worked on several Water and WWTP projects in the past and are currently working on several other City projects. They have performed satisfactorily on all past projects and we are confident they will on this project as well. This CIP project has adequate funding budgeted for the project.

IT IS RECOMMENDED that a purchase order in the amount of \$45,203.00 be awarded to Romanoff Electric Company, LLC out of Toledo, OH for the replacement of both WWTP Centrifuge VFDs as part of the fiscal year 2010-2011 CIP project in accordance with the bid specifications.

**CITY MANAGER RECOMMENDATION:**

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

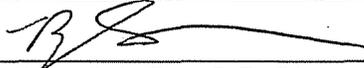
**APPROVAL DEADLINE:** November 24, 2010

**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:** Wastewater Department

## FINANCES

**COST AND REVENUE PROJECTIONS:**

Cost of Total Project	\$ 191,230.00
Cost of This Project Approval	\$ 45,203.00
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

<b>SOURCE OF FUNDS:</b>	City	Account Number	Amount
	Water System	59075527 977000 11Z04	\$ 45,203.00
	<u>Other Funds</u>		

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** October 25, 2010

**REVIEWED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COUNCIL MEETING DATE:** November 1, 2010

**BIDS RECEIVED LIST FOR REPLACEMENT OF CENTRIFUGE #1 & #2  
VARIABLE FREQUENCY DRIVE AT THE WASTEWATER PLANT. BIDS DUE  
MONDAY, OCTOBER 25, 2010.**

	<u>BID AMOUNT</u>
<b>PETERSON THERMAL EQUIPMENT CO 3545 MONROE ST TOLEDO OH 43606 ATTN: RUSSELL PETERSON</b>	<b>NO BID</b>
<b>INDUSTRIAL MOTOR SERVICES 1038 MATZINGER TOLEDO OH 43612</b>	<b>NO BID</b>
<b>PARAGON TECHNOLOGIES 5775 TEN MILE RD WARREN MI 48091</b>	<b>NO BID</b>
<b>GEM INDUSTRIAL 6842 COMMODORE DR TOLEDO OH 43601</b>	<b>\$49,900.00 (BID BOND)</b>
<b>RELIANCE MECHANICAL 4975 HAMILTON AVE CLEVELAND OH 44114</b>	<b>NO BID</b>
<b>SUPREME HTG &amp; COOLING LLC 14641 E WARREN AVE DETROIT MI 48215</b>	<b>\$67,477.00 (BASE) \$50,427.00 (OPT #1) \$65,683.00 (OPT #2) (BID BOND)</b>
<b>ROMANOFF ELECTRIC CO LLC 5570 ENTERPRISE BLVD TOLEDO OH 43612</b>	<b>\$45,203.00 ← (BID BOND)</b>
<b>RAUHORN ELECTRIC INC 17171 23 MILE RD MACOMB MI 48042</b>	<b>\$56,487.00 (BID BOND)</b>



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** REPORT BACK ON BIDS RECEIVED FOR WATER TREATMENT PLANT 1000 kVA TRANSFORMER REPLACEMENT – WATER DEPARTMENT

**DISCUSSION:** The Water Department received four (4) bids for the replacement of one of the Water Treatment Plant (WTP) Transformers. The lowest bidder meeting all bid specifications is from Transformer Inspection Retrofill out of Royal Oak, MI. The bid provides for replacing the failed existing 1000 kVA transformer and providing for installing a temporary transformer (if needed) at costs of \$49,731.00 and \$4,000.00, respectively. Attached is bid tabulation for reference.

The Water Treatment Plant uses two (2) transformers to step down primary power from DTE Energy. Two primary electric lines (Front and Custer power substation lines) are required per MDNRE standards for redundancy purposes in the event one primary line is lost the other can maintain WTP plant power. During the week of October 3rd, a fuse on the transformer failed on the Front substation line such that after replacing it, it failed again. After consulting with several vendors and testing transformer components the transformer cannot be repaired and replacement is the only option. The two transformers were installed in 1972 in which they are nearing the end of their service life.

The Water Treatment Plant is currently operating on only one primary electric power source; however in the event that it is lost the plant will use its backup diesel generators to run the WTP. The bid specifications were developed to include a bid item for the contractor to provide for installing a temporary transformer if the situation occurs. The backup generators are not cost effective to use as a primary source of power, but can be used until a temporary transformer is installed. Due to the long lead time of the new transformer, specifications were developed to: 1 - Bid out the replacement of the failed transformer; 2 - Provide for the installation of a temporary transformer in case the second transformer fails; & 3 - To replace the second WTP transformer. Based on the bid, it is recommended to award the installation of the new transformer (\$49,731.00) and for the temporary transformer installation - if needed (\$4000.00) for a total award amount of \$53,731.00. No payment will be made on the temporary transformer installation unless it is used. It is not recommended to replace the second transformer at this time such that this item will be scheduled as a future Capital Improvement Program (CIP) project. This will allow some offset in years for future CIP transformer replacement projects.

Transformer Inspection Retrofill has worked on City projects in the past, specifically replacing two transformers (500 kVA & 750kVA) at the Wastewater Treatment Plant. The contractor performed admirably on both of those projects and they are expected to perform the same with this project. This CIP project has adequate funding budgeted for the project.

IT IS RECOMMENDED that a purchase order in the amount of \$ 53,731.00 be awarded to Transformer Inspection Retrofill out of Royal Oak, MI for the replacement of one of the WTP Transformers and installation of a temporary transformer (if needed) in accordance with the bid specifications.

**CITY MANAGER RECOMMENDATION:**

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

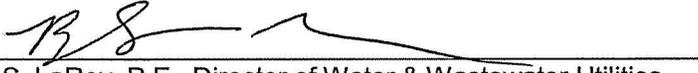
**APPROVAL DEADLINE:** ASAP

**REASON FOR DEADLINE:** Replace WTP transformer so as to maintain power to overall the plant.

**STAFF RECOMMENDATION:**  For  Against

**REASON AGAINST:** N/A

**INITIATED BY:**

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

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** City Council, Water Department and Customers, City Employees

## FINANCES

**COST AND REVENUE PROJECTIONS:**

Cost of Total Project	\$ 80,000.00
Cost of This Project Approval	\$ 53,731.00
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

**SOURCE OF FUNDS:**

<u>City</u>	<u>Account Number</u>	<u>Amount</u>
General Contract Services	591-40.537-977.000 11W12	\$ 53,731.00
<u>Other Funds</u>		

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** October 25, 2010

**REVIEWED BY:**

**DATE:**

**COUNCIL MEETING DATE:** November 1, 2010

**Replacement of 1000 kVA Pad Mount Transformer  
 BID TABULATIONS  
 Bids Due: October 25, 2010**

Div.	Item	1 - Transformer Inspection Retrofill	2 - Ferndale Electric Co.	3 - Romanoff Electric Co. LLC	4 - Center Line Electric Inc.
		Amount	Amount	Amount	Amount
1	Replacement of 1000 kVA Transformer (serial #50680)	49,731.00	58,500.00	70,860.00	73,822.00
2	Removal/Installation of Temporary Transformer (if needed)	4,000.00	13,000.00	42,587.00	17,879.00
3	Optional Replacement of 1000 kVA Transformer (serial #50681)	49,731.00	58,000.00	70,582.00	72,108.00



# CITY COUNCIL AGENDA FACT SHEET

**RELATING TO:** Natural Gas Supplier for City Facilities

**DISCUSSION:** The City of Monroe currently has the natural gas it uses primarily for heating and hot water in our various facilities provided and delivered by Michigan Gas Utilities. We have the option of selecting an alternate provider of the natural gas to reduce our cost of the natural gas provided. The natural gas would still be delivered through MGU's distribution system and we would still receive our monthly invoice from MGU. The primary difference would be that the gas cost recovery (GCR) fee charged would come from the alternate provider, instead of being the rate approved to be charged by MGU through the Michigan Public Service Commission (MPSC). If something were to happen where the alternate provider couldn't provide the natural gas as contracted, we would simply switch back to MGU as our provider.

The alternate providers that would be available to the City of Monroe are pre-approved by the MPSC and are listed on the MPSC website. There are four providers available. I have e-mailed all of them for a proposal on service. Two have provided proposals to date. Lakeshore Energy has the lowest GCR currently available, but the price available month to month would always be subject to change based upon the natural gas market. Lakeshore Energy is currently offering to provide the natural gas at a rate of 10% less than what MGU is charging through March 2011. Sometime in February, we would need to decide whether to renew with Lakeshore Energy or go back to MGU. Based upon our natural gas usage at our primary facilities, we would have saved approximately \$7,500 for the December 2009 through March 2010 billing period.

Monroe County has used Lakeshore Energy as its natural gas provider for over two years and has reported good service and significant cost savings. The savings would start the first billing period after we submit our agreement to Lakeshore Energy. If this item were to be approved, I would expect that we would begin to start receiving natural gas from Lakeshore Energy in November 2010. Switching from MGU to Lakeshore Energy does not harm MGU in any way as the cost of natural gas is a pass through and no profit is made on the sale of it by MGU.

It is recommended that the Mayor and City Council approve entering into the attached agreement with Lakeshore Energy to provide natural gas to all City of Monroe facilities where the City is paying the natural gas service cost.

**CITY MANAGER RECOMMENDATION:**

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

**APPROVAL DEADLINE:** 11/1/2010

**REASON FOR DEADLINE:** Cost savings starts at the beginning of a billing period. Delay would postpone the savings for one month.

**STAFF RECOMMENDATION:**  For  Against

**REASON AGAINST:** N/A

**INITIATED BY:** Edward Sell, Finance Director

**PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:** All city departments and programs

## FINANCES

**COST AND REVENUE PROJECTIONS:**

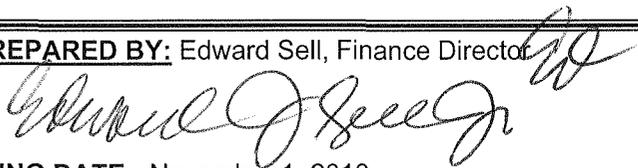
Cost of Total Project	\$ N/A
Cost of This Project Approval	\$ N/A
Related Annual Operating Cost	\$ (7,500)
Increased Revenue Expected/Year	\$ N/A

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

Budget Approval: \_\_\_\_\_

**FACT SHEET PREPARED BY:** Edward Sell, Finance Director

**DATE:** 10/26/2010

**REVIEWED BY:** 

**DATE:** 10/26/10

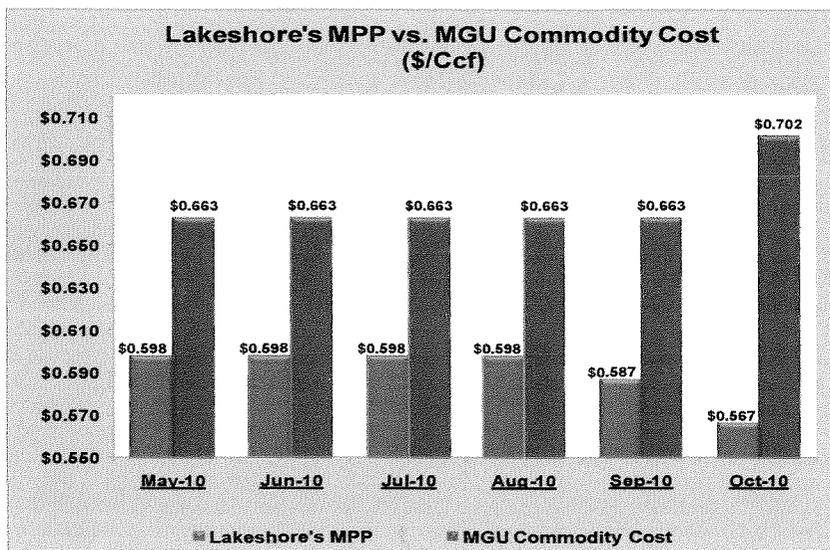
**COUNCIL MEETING DATE:** November 1, 2010

# Managed Price Program

Dependable strategy – Lowest potential price

## Benefits of Lakeshore Energy's Managed Price Program:

- Lakeshore's Managed Price Program (MPP) utilizes a strategy of dollar-cost averaging to achieve the lowest price possible.
- Customers of similar profiles are pooled together, creating large-volume buying power.
- Lakeshore's professional energy managers are consistently watching the natural gas market, using technical analysis tools, storage data and years of experience to buy gas at times of perceived value.
- Current and future-month purchases are averaged into the pool to provide everyone with one, stable, low-monthly price.



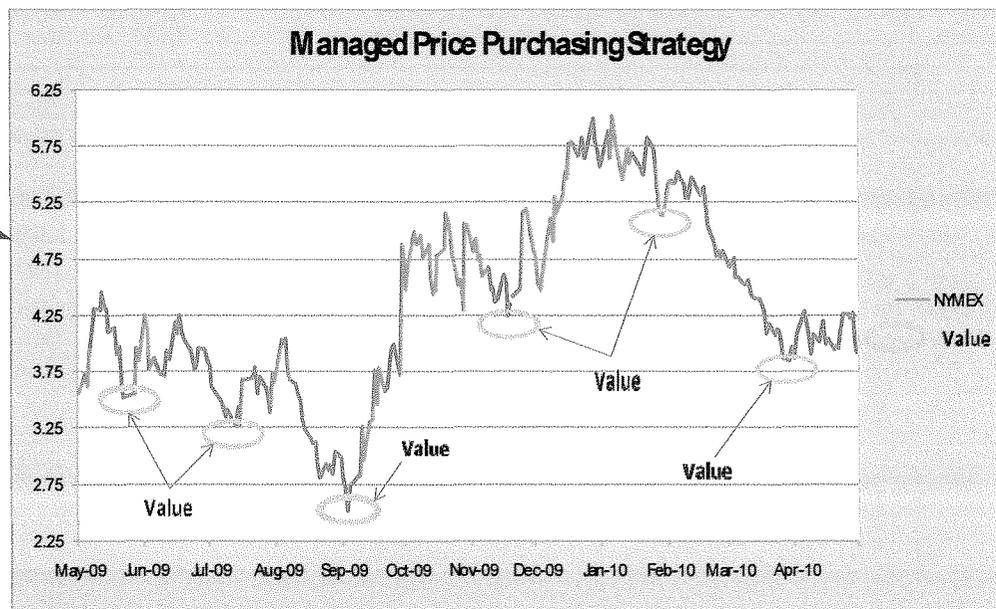
## Highlights:

- If you were a member of Lakeshore's MPP last year, you would have received some of the most competitive prices in the MGU service territory.
- Lakeshore's Managed Price Program was a **19% savings** over MGU's Commodity Cost for October 2010!
- Lakeshore's approach to gas purchasing provides you the best of both worlds:
  - A lower, more market responsive price than a fixed price.
  - A more stable, dependable price than a true variable program.

**Lakeshore's Managed Price Program has been below MGU's Commodity Cost for the past 26 months!**

**Lakeshore's  
October 2010  
MPP is  
\$0.567/Ccf!**

The chart to the right is an example of when Lakeshore's energy managers make purchases based on perceived value.



\*The above chart is not representative of an actual NYMEX trading range for the stated period.

## MICHIGAN GAS UTILITIES CUSTOMER CHOICE

### Frequently Asked Questions About Michigan Gas Utilities - MGU Gas Customer Choice Program

**? Who is eligible to participate in MGU's Customer Choice program?**

All residential and business customers are eligible. Transportation customers must comply with any minimum term requirements of those tariffs. Participation in the program is strictly voluntary.

**? If I am on Budget Billing, an equal monthly billing program, can I participate?**

Yes.

**? What if I do not wish to switch to a new supplier?**

That is your choice. If you choose to remain a sales customer of MGU the price that you pay for your gas supply will be determined by the Michigan Public Service Commission. See [current rates](#).

**? How do I sign up with a new supplier?**

You can sign up over the telephone, via the Internet, or in person. You will need to provide your name, address and MGU account number and meter number if you want to sign up with the new supplier. These numbers are on your bill. Your new supplier will then send the information to MGU. To avoid unauthorized switching, do not disclose specific account information if you do not want to be switched to a new supplier.

**? Is there a sign up period?**

No. All sales customers have been eligible to choose another supplier since June 1, 2005.

**? How can I find out which suppliers are participating in the program?**

See [Supplier/Marketer Contacts](#) page for a list of suppliers that are licensed with the MPSC.

**? How long will it take to switch to a new supplier?**

About two to six weeks depending on when your gas utility reads your meter.

**? Can I switch from one supplier to another?**

Yes, you can switch to another supplier at any time. However, be sure to ask your potential suppliers if there is a cancellation fee or a minimum term to be eligible for the savings or rebate. When you enroll with a new supplier you will automatically be canceled with your old supplier and may be responsible for a cancellation fee at that time. You can switch back to MGU sales service at any time, but must remain with MGU for the following 12 months.

**? How do I cancel my contract?**

You must contact the supplier to cancel your contract. The MPSC does not regulate the supplier and therefore cannot cancel or change contracts.

**? Do I have to pay a fee if I switch suppliers?**

There is no fee for your original enrollment and you are also allowed to switch once each year without a fee. There is a \$10.00 fee for each additional switch.

**? Does the Michigan Public Service Commission regulate the rates of the suppliers participating in the program?**

No. It is up to you to determine if a supplier meets your needs. Be sure you understand the terms of the contract and the price you will pay, including any additional administrative fees the supplier may charge. If you have questions or problems concerning your gas supply, you must contact the supplier. See [Supplier/Marketer Contacts](#) page.

**? Who will deliver the gas to my home?**

MGU will continue to deliver gas to your home. You will not need a new service line or meter if you choose a new supplier. For a typical residential customer, the delivery (distribution) cost and monthly customer charge are the same as a MGU sales customer. MGU also charges a \$0.042 per Ccf balancing charge to all customers.

**? If I choose an alternative supplier to purchase gas on my behalf, do I pay my utility any charges??**

Yes, you would pay the utility delivery charges that you have always paid. These charges consist of the Monthly Customer Charge and the Distribution Charge. You will also see the balancing charge as a separate charge on your bill. The amount you agree to pay your alternative supplier for the gas they purchased for you will be billed and collected by MGU and MGU will pay your alternative supplier.

**? Will I continue to pay sales tax on my entire bill if I switch suppliers?**

Yes. If you are a residential customer your bill will include a 4% sales tax rate on the total bill. If you are a business customer, the rate is 6%.

**? Who do I call if I smell gas?**

If you smell gas, have a service emergency or have a billing dispute you will still call MGU for help.

**? Who do I call if I have a billing dispute?**

MGU will continue to read your meter and send you a bill for their delivery service and the gas you purchased from your supplier. Call your energy supplier if you have any questions concerning your gas charges. If you have questions concerning your customer charge, distribution charges, or balancing charge, you will still call MGU.

**? What can I do if I can't get my problem resolved through Michigan Gas Utilities or the supplier?**

If you have not received a satisfactory response from your gas utility or your new supplier, [inquire](#) or [complain](#) to the staff of the Michigan Public Service Commission (at [www.Michigan.gov/mpsc](http://www.Michigan.gov/mpsc) under Consumer Information).



**Lakeshore Energy Services**  
**Large Commercial (Greater than 500 Mcf) Gas Customer Choice**  
**Contract for Michigan Gas Utilities**



Company Name: _____	
Primary Contact: _____	Title: _____
Mailing Address: _____	
Mailing City: _____	Mailing State: _____ Mailing Zip: _____
Daytime Telephone: _____	Fax: _____
Business Description: _____	E-mail: _____
Parent Company (if any): _____	

<p align="center"><b>Initial Term</b></p> <p><b>Price: 10% off of the MGU Commodity Cost</b></p> <p><b>Term: First Successful Enrollment Month through March 2011</b></p>	<p>I acknowledge that I have 14-days to cancel this Agreement without penalty. By signing here, I wish to WAIVE this right of cancellation and request immediate enrollment into Lakeshore Energy's service (optional):</p>
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_____ Authorized Signature	_____ Date
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**By completing this Agreement and signing below, you confirm that:**

- I have received a copy of this Agreement and have read and understood the **Terms and Conditions** attached hereto and that I am agreeing to purchase natural gas at a Managed Price, as defined in **Section 3) Price** on the attached **Terms and Conditions**, for all accounts listed on **Attachment A**.
- I acknowledge that I am the account holder or legally authorized person to execute a contract and legally bind the business in this contract. I understand that by signing this contract, I am switching the gas Supplier for this commercial account to Lakeshore Energy. I understand that gas purchased for this commercial account by Lakeshore Energy will be delivered through Michigan Gas Utilities delivery system. The Legally Authorized person to execute a contract and legally bind the business in this contract has 14-days after today to cancel this contract for any reason through written or verbal notification to Lakeshore Energy. I may waive this right of cancellation by affirmatively agreeing to this waiver on the contract. If you terminated your contract today, and if the unconditional cancellation period did not apply, based on the current gas prices and your historical usage, a good-faith estimate of your termination fee would be \$0.00. This termination fee is subject to change as your usage and the market price of gas fluctuates.

<p><u>Company</u>  Authorized Signature: _____</p>  <p>Print Name: _____</p> <p>Title: _____ Date: _____</p>
--

<p><u>Office Use Only</u>  Lakeshore Energy Services LLC</p>  <p>Authorized Signature: _____</p> <p>Date: _____</p>
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## VARIABLE PRICE PROGRAM TERMS AND CONDITIONS FOR MICHIGAN COMMERCIAL CUSTOMERS (Greater than 500 Mcf)

These Terms and Conditions (the “Terms and Conditions”) shall be read together with the Lakeshore Energy Services Large Commercial (Greater than 500 Mcf) Gas Customer Choice Contract to form a separate contract between the Customer and Lakeshore with respect to each of the Premises described in the Agreement (the “Agreement”). All capitalized terms used and which are not defined herein shall have the meanings given to them in the Agreement. As used in the Agreement, headings and section references are for convenience only and shall not be used or relied upon for interpreting the Agreement.

### 1. About this Agreement

In this Agreement, “Customer”, “you”, “I” and “your” mean the account holder who completes and signs this Agreement or a person authorized to do so by the account holder. “Lakeshore” means Lakeshore Energy Services, Llc. “Premises” mean the addresses specified in the Agreement and any future addresses that the account holder may move to during the term of this Agreement, which are located in Michigan and to which Lakeshore has the ability and capacity to supply gas.

Under this Agreement, you also hereby authorize your gas Utility to give Lakeshore, and hereby consent to the disclosure of: (i.) your natural gas account numbers which Lakeshore includes on Attachment A; and (ii) information about your natural gas account, including payment, credit, consumption and meter information.

### 2.) Assignment

Lakeshore Energy Services may transfer or assign this Agreement and its rights, privileges, entitlements, and obligations under this Agreement, in whole or in part, to another party (including, without limitation, any transfer or assignment by way of security to any person including any supplier to, or creditor of, Lakeshore) without your permission or notification. In the event that Lakeshore transfers or assigns this Agreement to a new natural gas marketer, Lakeshore will provide you with notice of the new natural gas marketer’s address for service, its telephone number and information concerning its customer complaint resolution process. You do not have the right to assign your rights and obligations under this Agreement to anyone else.

### 3.) Price

Customer agrees to pay the MGU Commodity Cost, less 10% **beginning with the successful enrollment and first allowable billing cycle through March 31<sup>st</sup>, 2011.** Customer recognizes that their monthly price may vary.

This price applies to all accounts listed on Attachment A and does not include: applicable taxes in respect of the natural gas supplied by Lakeshore nor the distribution costs, customer service charges, or any other charges that are or may be assessed to you by your Utility.

The pricing structure specified above will not change during the term of this Agreement unless you choose to enter into a new Agreement with Lakeshore at a different pricing structure, in which case that Agreement will replace this Agreement. You agree that the price you pay may change when this Agreement is renewed in accordance with section 5 of these Terms and Conditions.

### 4.) Term

The initial term of this Agreement is indicated where initialed on the front page hereof and shall commence on the date of enrollment. **If you do not waive your 14-day rescission period, Lakeshore is not obligated to enroll your account(s) at the rate identified on the first page of the Purchase Agreement or any other rate Lakeshore has available for the same or amended Purchase Agreement end date, under any circumstances, during or after the 14-day rescission period has expired.** Lakeshore may deny enrollment

for any reason. The supply of gas at the rate structure specified on the front page will begin on the date that the gas Utility commences service pursuant to the Gas Customer Choice Program. A delay may occur for reasons beyond Lakeshore's control, such as a delay by the Customer's gas Utility in providing Lakeshore with requested information or in processing this Agreement. You agree that you will not purchase natural gas for the Premises identified in Attachment A from any other supplier (including any gas Utility) during the term of this Agreement and any renewals.

**5.) Renewing this Agreement**

Lakeshore shall send you a Renewal notice approximately 60 days prior to the expiration date of the term hereof containing a new proposed price for natural gas based on then-prevailing market conditions for your consideration. The Renewal Notice can be delivered by Lakeshore to Customer by any means, including telephone, email, internet, facsimile, mail, or hand delivery. Customer must provide affirmative consent to the renewal. Customer agrees that such consent includes a written signature, recorded verbal confirmation between Customer and Lakeshore, email, Internet or facsimile and must be attached to the Renewal Notice. After the Initial Term of this Agreement, Lakeshore will provide service on a month-to-month basis thereafter at a variable market-based rate. After the initial term, Customer may terminate the agreement with 60 days notice to Lakeshore by any of the means listed above. **Lakeshore may, at its sole discretion, return the Customer's facilities to Customer's local distribution company for gas service after the Initial Term if customer's account(s) have converted to a month-to-month basis.**

**6.) Force Majeure**

Lakeshore will not be responsible for supplying natural gas to Customer in the event of circumstances beyond its control such as events of "force Majeure", acts of God, including acts of terrorism and orders, rules, regulations or acts of the local Utility, any court, or governmental authority. Except with regard to an obligation to make payment under the Agreement, neither Party shall be considered to be in default in the performance of any obligations under this Agreement when a failure of performance shall be due to Force Majeure.

**7.) When Lakeshore may cancel this Agreement**

Lakeshore may cancel this agreement or deny service to any account/meter number if you move to a location that Lakeshore does not serve.

**8.) Early Termination Charges**

I will not be assessed a cancellation fee by Lakeshore if I choose another supplier, including the utility, during the term of this Agreement.

**9.) How to contact Lakeshore**

By phone: 1-586-416-1901 or toll free 1-888-200-3788

Call Center hours are 9:00 am to 5:00 pm EST

By fax: 1-586-416-1791 By email: [inquiries@lakeshoreenergy.com](mailto:inquiries@lakeshoreenergy.com)

By personal delivery, mail or registered mail, to: Lakeshore Energy Services, Attention: Customer Choice Department, 44444 Hayes Rd, Clinton Twp MI 48038

Customer Signature: _____ Date: _____	Lakeshore Signature: _____ Date: _____
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