
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.

**AGENDA - CITY COUNCIL REGULAR MEETING
MONDAY, APRIL 7, 2008**

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. PROCLAMATIONS.

57 Monroe High School Health Fair Day – April 12, 2008.

V. COUNCIL ACTION.

58 Communication from the Finance Director, submitting proposed Ordinance No. 08-002, an ordinance to adopt the Fiscal Year 2008-2009 Budget for the City of Monroe.

Proposed Ordinance No. 08-002, up for its first reading and recommending that the public hearing be set for Monday, April 21, 2008.

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

A. Approval of the Minutes of the Regular meeting held on Monday, March 17, 2008, the minutes of the Work Session held on Thursday, March 20, 2008, the minutes of the Work Session held on Monday, March 24, 2008, the minutes of the Work Session held on Tuesday, March 25, 2008, and the minutes of the Work Session held on Monday, March 31, 2008.

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

- 59 Replacement Police Patrol Vehicles.
1. Communication from the Police Department, reporting back on a bid for the replacement of Police Patrol Vehicles, 5009, 5011, 5012, and 5007 and one administrative vehicle, 5002, and recommending that the bid be awarded to Signature Ford out of Owasso, MI, for the following amounts: the Crown Victoria will be \$21,182.00 per vehicle, the Ford Explorer will be \$21,835.00, and the Ford Taurus will be \$19,145.00, with a total purchase price of \$83,344.00.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 60 Employment Agreement for Joann VanAken.
1. Communication from the Human Resources Director, submitting an employment agreement between the City of Monroe and Joann VanAken, to employ Ms. VanAken on a part-time basis following her retirement on March 30, 2008, and recommending that the agreement be approved.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 61 Employment Agreement for David Cousino.
1. Communication from the Human Resources Director, submitting an employment agreement between the City of Monroe and David Cousino, to employ Mr. Cousino on a part-time basis following his retirement on March 13, 2008, and recommending that the agreement be approved.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 62 Employment Agreement for Loretta Hopson.
1. Communication from the Human Resources Director, submitting an employment agreement between the City of Monroe and Loretta Hopson, to employ Ms. Hopson on a part-time basis following her retirement on March 28, 2008, and recommending that the agreement be approved.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 63 Employment Agreement for Connie Ochs.
1. Communication from the Human Resources Director, submitting an employment agreement between the City of Monroe and Connie Ochs, to employ Ms. Ochs on a part-time basis following her retirement on April 1, 2008, and recommending that the agreement be approved.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.

- 64 Weeds and Grass Cutting – Proposed Resolution.
1. Communication from the Clerk-Treasurer, submitting a proposed resolution setting April 21, 2008 as the date of the public hearing on the assessment roll for the cutting of weeds and grasses where the owners have failed to do so, and recommending that the resolution be adopted.
 2. Supporting documents.
 3. Action: Accept, place on file and the resolution be adopted.
- 65 Sidewalk Repair – Proposed Resolution.
1. Communication from the Clerk-Treasurer, submitting a proposed resolution setting April 21, 2008 as the date of the public hearing on the assessment roll for the expenses of sidewalk repair where the owners have failed to pay for same, and recommending that the resolution be adopted.
 2. Supporting documents.
 3. Action: Accept, place on file and the resolution be adopted.
- 66 Rental Property Inspection Fee – Proposed Resolution.
1. Communication from the Clerk-Treasurer, submitting a proposed resolution setting April 21, 2008 as the date of the public hearing on the assessment roll for the expenses of unpaid rental property inspection fees where the owners have failed to pay for same, and recommending that the resolution be adopted.
 2. Supporting documents.
 3. Action: Accept, place on file and the resolution be adopted.
- 67 Demolition Fees – Proposed Resolution.
1. Communication from the Clerk-Treasurer, submitting a proposed resolution setting April 21, 2008 as the date of the public hearing on the assessment roll for the demolition expenses where the owner have failed to pay for same, and recommending that the resolution be adopted.
 2. Supporting documents.
 3. Action: Accept, place on file and the resolution be adopted.
- 68 Blight Removal – Proposed Resolution.
1. Communication from the Clerk-Treasurer, submitting a proposed resolution setting April 21, 2008 as the date of the public hearing on the assessment roll for the expenses of blight removal in those cases where the owners have failed to do so, and recommending that the resolution be adopted.
 2. Supporting documents.
 3. Action: Accept, place on file and the resolution be adopted.

- 69 Replacement of Ambulance Cot for Fire Department ALS Operations.
1. Communication from the Fire Department, submitting a request to purchase the Power Assist Cot unit to replace the old cot unit, and recommending the purchase be made from Stryker Medical for a total cost of \$10,100.00.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 70 Request from Habitat for Humanity of Monroe County.
1. Communication from the Director of Engineering and Planning, requesting an extension of the "sunset clause" for the parcel located at 1738 Oak Street, and recommending the extension request is approved.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 71 Dorsch Memorial Library Improvements.
1. Communication from the Director of Engineering and Planning, reporting back on bids for the third phase of Dorsch Memorial Library Improvements, and recommending that the City of Monroe enter into a contract with T.H. Marsh Construction, Inc., with a budget of \$122,000 for the work to be completed by this contractor, and further recommending that the Mayor and Clerk-Treasurer be authorized to sign the contracts on behalf of the City of Monroe.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 72 Harbor Avenue Pavement Reconstruction – Change Order to 2007 Concrete Paving Program Contract.
1. Communication from the Director of Engineering and Planning, submitting a request for a change order to the 2007 Concrete Paving Program Contract, and recommending that the Council award the change order to Dominic Gaglio Construction, Inc., for the reconstruction of Harbor Avenue in the amount of \$178,306.01, and that a total of \$205,000.00 be encumbered to include a 15% project contingency, and further recommending that the City Engineer be authorized to sign the change order on behalf of the City of Monroe. It is further recommended that the Finance Director be authorized to transfer funds as necessary from the Major Street Fund Balance to fund any work prior to July 1, 2008.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 73 Purchase of Property.
1. Communication from the Director of Engineering and Planning, submitting a request to purchase the property located at 22 W. Front Street (formerly referred to as the Townsite Property or Valmassei's), and recommending City Council exercise its option to purchase the property for \$37,068.40 from Robart Associates Ltd. and Steppingstone Properties, and

further recommending that City Council authorize the Mayor or his designee to execute all necessary documents related to the purchase of this property.

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

74 March of Dimes Banner Request.

1. Communication from the City Manager's Office, reporting back on a request from the March of Dimes for permission to display a banner across East Front Street from April 1 – April 28, 2008, and recommending that the request be approved.
2. Supporting Documents.
3. Action: Accept, place of file and the recommendation be carried out.

75 Transfer Ownership of Escrowed 2007 SDM Licensed Business.

1. Communication from the City Manager's Office, reporting back on a request from Good Choice Boat, Bait & Tackle Rental to transfer ownership of an escrowed 2007 SDM licensed business located at 1509 E. Front Street, Monroe, MI from Joan & Lewis Roe, Sr., and recommending that City Council approve this requested transfer.
2. Supporting Documents.
3. Action: Accept, place on file and the recommendation be carried out.

VII. MAYOR'S COMMENTS.

VIII. CITY MANAGER COMMUNICATION.

IX. COUNCIL COMMENTS.

X. CITIZEN COMMENTS.

XI. CITY COUNCIL CLOSED SESSION TO DISCUSS COLLECTIVE BARGAINING.

XII. ADJOURNMENT.

PROCLAMATION

WHEREAS, on April 12, 2008, the Education Foundation of Monroe Public Schools will hold a Health Fair at Monroe High School from 10:00 a.m. – 4:00 p.m.; and

WHEREAS, healthy individuals and healthy communities are essential elements of a strong and vibrant society; and

WHEREAS, health activities at the Fair will include massage therapists, nutritionists, doctors, chiropractors, nutritional supplements, fitness centers, weight loss, dance studios, yoga instructors, martial arts, and cooking demonstrations by Sodexo Executive Chef Timothy St. Peter; and

WHEREAS, caring for your mind, as well as your body, is good for your overall health and it is key to success at home, at work and school.

NOW, THEREFORE, I, Mark G. Worrell, Mayor of the City of Monroe, with the full support of City Council, do hereby proclaim April 12, 2008, as

“MONROE HIGH SCHOOL HEALTH FAIR DAY”

in Monroe, and we encourage all citizens to take proactive steps to safeguard their health by visiting and partaking in all activities featured at the Health Fair.

IN WITNESS WHEREOF, We have hereunto set our hands and caused the Seal of the City of Monroe to be affixed this 7th day of April 2008.

Mark G. Worrell, Mayor

Council Members:

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: Budget Ordinance-Fiscal Year Ending June 30, 2009 Budget

DISCUSSION: The Mayor and City Council have held three budget work sessions to date related to the fiscal year 2009 budget. The City Charter requires that the budget for each fiscal year be adopted by the April 30 preceding the start of the fiscal year. For that reason, I am submitting budget ordinance 08-002 for its first reading and am asking that the public hearing on the budget be set for the April 21, 2008 City Council meeting.

The budget ordinance is in the form originally recommended by myself and the City Manager. As you know, the General Fund budget still includes the use of reserve funds to balance the budget. Additional budget work sessions will be scheduled to discuss this and other budget issues. The final budget adopted may be different than the original budget recommended, and the budget can be amended as many times as you want to amend it throughout the fiscal year.

I have attached a copy of the City Manager's transmittal letter and some of the General Fund information included in your budget document. It is recommended that ordinance number 08-002, the budget ordinance, be placed on the floor for its first reading on April 7, 2008 and that the public hearing on the ordinance be scheduled for the April 21, 2008 City Council meeting.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: April 30, 2007

REASON FOR DEADLINE: Charter

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	\$ 50,908,651
Cost of This Project Approval	\$ N/A
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

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

Budget Approval: 

FACT SHEET PREPARED BY: Edward Sell, Finance Director 

DATE: 4/1/2008

REVIEWED BY: 

DATE: 4/1/08

COUNCIL MEETING DATE: April 7, 2008

ORDINANCE 08-002

Budget Appropriation Act
July 1, 2008 - June 30, 2009

An Ordinance to approve the budget for the City of Monroe for the fiscal year 2008-2009, the City of Monroe Ordains.

Section 1. An Ordinance approving the expenditures for the General Fund for the fiscal year beginning July 1, 2008 and ending June 30, 2009 are hereby appropriated on a departmental and activity total basis as follows:

GENERAL GOVERNMENT

City Council	\$228,453
City Manager	\$258,611
Assessor	312,583
Attorney	178,935
Clerk-Treasurer	475,838
Finance	389,840
Human Resources	309,157
Engineering	380,657
City Hall Grounds	278,558

TOTAL GENERAL GOVERNMENT **\$2,812,632**

PUBLIC SAFETY

Police Department	\$5,826,843
Fire Department	4,986,841
Zoning/Ordinance Enforcement	287,156

TOTAL PUBLIC SAFETY **\$11,100,840**

PUBLIC WORKS **\$2,106,314**

COMMUNITY DEVELOPMENT **\$247,323**

CULTURAL-RECREATION

Library	\$70,600
Social Services	155,500
Public Access TV	120,000
Parks and Recreation	1,847,375

TOTAL CULTURAL-RECREATION **\$2,193,475**

CONTINGENCIES **\$150,000**

EMPLOYEE FRINGE BENEFITS **\$172,000**

DEBT SERVICE **\$332,442**

TRANSFERS OUT **\$775,346**

TOTAL EXPENDITURES **\$19,890,372**

Section 2. Revenues shall be raised from the following sources and are estimated as follows:

GENERAL FUND

General Revenue	\$16,485,370
Service Revenue	2,651,205
Operating Grants	18,000
Transfers In	735,797

TOTAL REVENUES **\$19,890,372**

Section 3. The City Council hereby approves budgets for the period beginning July 1, 2008 through June 30, 2009 for the following funds in the amounts set forth below:

SUMMARY OF EXPENDITURES BY FUND

Major Street Fund	\$1,496,845
Local Street Fund	1,016,200
Refuse Fund	1,455,000
Parking Fund	192,645
Economic Development Fund	10,000
Building Safety Fund	486,744
Budget Stabilization Fund	794,921
Drug Forfeiture Fund	11,400
Grant Fund	500,000
Airport Fund	323,415
Debt Service	40,000
Capital Project Fund	907,700
Wastewater Department	6,692,573
Water Department	7,367,264
Raw Water Partnership Fund	372,203
Information Systems	412,776
Stores & Equipment Fund	885,213
Employment Benefit Fund	3,313,691
Post-Retirement Health Care Fund	2,399,625
Insurance Fund	468,515
Cemetery Fund	55,000
Downtown Development Authority	326,950
Brownfield Redevelopment Authority	873,844
Port of Monroe	615,755

TOTAL **\$31,018,279**

Section 4. The City Council does hereby levy a tax of 13.639 mills for the period of July 1, 2008 through June 30, 2009 on all real and personal taxable property in the City of Monroe, according to the valuation of the same. This tax is levied for the purpose of defraying the general expense and liability of the City of Monroe.

Section 5. The City Council does hereby levy a tax of 1.485 mills for the period of July 1, 2008 through June 30, 2009 on all real and personal taxable property in the City of Monroe, according to the valuation of the same. This tax is levied for the purpose of defraying the cost of refuse collection and cleanup authorized by Act 298 of the Public Acts of 1917.

Section 6. The City Council does hereby levy a tax of 0.425 mill for the period of July 1, 2008 through June 30, 2009 on all real and personal taxable property in the City of Monroe, according to the valuation of the same. This tax is levied for the purpose of defraying the general expense and liability of the Port of Monroe authorized by Act 234 of the Public Acts of 1925.

Section 7. The City Council does hereby approve the addition of a property tax administration fee of 1.0% on all taxes collected for the City of Monroe and for taxes collected for all other taxing units.

Section 8. The City Council does with the adoption of this ordinance approve the following fee increases, effective July 1, 2008, to support the budget for the period July 1, 2008 through June 30, 2009.

SERVICE	CURRENT FEE	NEW FEE JULY 1, 2008
WASTEWATER COMMODITY RATE	\$ 2.04	\$ 2.173
WASTEWATER ADMINISTRATION FEE	\$ 11.96	\$ 12.74

Section 9. The City Manager is hereby authorized to make budgetary transfers within the appropriation centers established throughout this budget, and that all transfers between appropriations may be made only by further action of the City Council pursuant to Section 19.2 of the provisions of the Michigan Uniform and Budgeting Act. The City Manager may delegate this authority to the Finance Director.

Section 10. The Finance Director is hereby authorized to make budgetary transfers between appropriation centers at fiscal year end only to rebalance the budgets among appropriation centers. The Finance Director will report these transfers to the City Council.

Section 11. The City Council did give notice of the time and place when a public hearing would be held in conformity with the provisions of the City Charter.

Section 12. The City Manager did on or before the 1st day of April, prepare and furnish to the City Council a City Budget for the period of July 1, 2008 through June 30, 2009, as provided for in the City Charter, which budget was duly signed by the City Manager and is now on file.

Section 13. The City Council hereby approves the City Budget, containing the appropriations and levy of taxes for the period of July 1, 2008 through June 30, 2009 and all sums be paid into the several funds to which they belong and any ordinance or parts of ordinance in conflict with this ordinance are hereby repealed.

First Reading April 7, 2008
 Public Hearing
 Second Reading
 Adoption



CITY OF MONROE

Office of City Manager

March 20, 2008

Honorable Mayor Worrell and Council Members:

In accordance with Section 120 of the Monroe City Charter the Fiscal Year 2008-2009 operating budget for the City of Monroe was respectfully submitted for Council's review, consideration, and approval. This budget was prepared in accordance with State of Michigan statutes, Monroe City Charter requirements and conforms to generally accepted accounting and budgeting principles. We believe that the information provided on each department along with goals, performance measures and accomplishments allows the reader to better understand the operations of the many departments that must come together to provide a high level of service to our citizens. The budget that is presented includes the projected budget for fiscal year 2007-2008 and the proposed operating budget for fiscal year 2008-2009. You will recall that the 2007-2008 General Fund budget as initially adopted amounted to \$20,501,832. To fund that amount, transfers from other city funds (Budget Stabilization and Capital Projects) in the amount of \$943,711 were required. The projected General Fund budget for fiscal year 2008 is now set at \$20,213,310 and the transfer from other city funds has been reduced to \$521,000. This is primarily due to a reduction in personnel cost. The budget includes an approximate \$300,000 payment for a tax tribunal settlement that was not included in the originally adopted budget.

Since the adoption of the 2008 budget, the operational assessment report has been received from the consultant. The report and an implementation schedule have been adopted by the City Council and implementation is on going. With full implementation of the operational assessment recommendations, the General Fund budget was still projected to have a deficit of \$1.1 million. The budget that has been recommended for the General Fund is what can be considered a temporary budget. It is temporary in that it will be amended at a later date when additional items recommended in the operational assessment are implemented, further cost reductions are identified and implemented and changes can be made to our personnel costs through collective bargaining. The budget for the General Fund for fiscal year 2009 includes expenditure requests in the amount of \$19,890,372, which is \$611,460 (2.98%) lower than the fiscal year 2008 adopted budget expenditures. The revenue total includes a transfer from the Budget Stabilization Fund in the amount of \$735,797. Without this transfer considered, revenue decreased by \$357,350 (1.83%) over the 2008 projected budget. In order to eliminate the need for these transfers, the General Fund budget would need to be reduced by 3.70%. The reduction would represent 4.76% of the General Fund personnel cost. With the average of all General Fund full-time employees costing \$95,074, 7-10 positions would need to be eliminated if the budget deficit was eliminated with further reductions in full-time employees. A substantial reduction can be made in personnel costs without eliminating

this many positions, but this will require achieving personnel cost reductions through collective bargaining with the various unions representing employees of the City of Monroe.

There is a reduction in the number of full time positions budgeted compared to what was approved in the 2007 budget. These reductions are primarily due to retirements or resignations, but some layoffs are included. The total number of full-time employees budgeted has been reduced from 246 to 219. The number of General Fund full-time employees has been reduced from 165.45 to 146.25. A worksheet showing all of the full-time positions budgeted is included as the last report in the budget document.

For budget purposes, the taxable value of the city is currently estimated at \$1,016,431,650. This represents a 1.1% decrease from 2007. The budget as presented keeps the operating millage for the General Fund the same as it was for fiscal year 2008, 13.639 mills. The Port of Monroe millage is recommended to remain the same at .425 mill, although the Port of Monroe requested that the millage be restored to .50 mill, where it was at for one fiscal year in 2006. The Refuse Fund millage is recommended to be increased .17 mill, to 1.485 mills. This millage increase is primarily due to an expected cost increase in refuse removal costs when a new contract is bid.

The City Council is being asked to establish the operating millage of the General Fund of the City at 13.639 mills for operating and capital expenditures and 1.485 mills for refuse collection. The Port of Monroe millage is established at .425 mills. The property tax administration fee of 1.0% is charged on all millages collected by the City.

Special Revenue Funds

Special Revenue Funds are used to budget for revenue proceeds meant for specific purposes and are legally restricted to expenditures for those purposes. Ten funds are budgeted within the Special Revenue category.

The *Major Street Fund* is focused on high traffic volume streets. This fund's primary source of revenue is the State of Michigan Gas and Weight Tax, which has been flat or declining since FY2001.

The *Local Street Fund* is the less traveled, predominately residential roadways. This fund also receives revenue from the State of Michigan Gas and Weight Tax, but at a vastly reduced rate compared to major streets. We must often depend on other revenue sources such as transfers from the General Fund and Major Street Fund to adequately maintain the local streets. Each year we budget for reconstruction of city streets within these funds.

The *Refuse Fund* is utilized to handle solid waste pickup, including curbside pick up of recyclables and yard waste, street sweeping, and the purchase of bags for leaf collection. The City annually levies a dedicated millage to cover the costs associated with these services.

The *Parking Fund* maintains the City's parking lots and provides for parking

enforcement of all parking ordinances. Funds for this account are derived from meter revenue and parking fines. In addition to enforcement we also use these funds for maintenance and capital improvements of the parking lots

The *Economic Development Fund* provides seed money for various development projects or to provide local match for grant applications. The fund provided start-up resources to the Brownfield Redevelopment Authority. This fund is also used to account for the revenue and expenditure of major projects such as the Mason Run, Townes on Front Street, and the River Raisin Battlefield environmental response activities.

The *Building Safety Fund* was created when Public Act 245 of 1999 was signed into law. P.A. 245 requires that fees generated by the operation of the Building Department be used only for the operation of that department and should be accounted for in a separate fund. The overall decline of the housing industry has dramatically affected the financial operations of this fund.

The *Budget Stabilization Fund* was created by ordinance of the City Council in 1997. The fund was established to protect the future financial integrity of the City and to fund unanticipated nonrecurring events. Appropriation of funds available in the fund require a resolution or ordinance of the city council with a 2/3 vote of the members elected and serving. The potential uses of the funds are set by statute.

The *Drug Forfeiture Fund* revenues are derived from property forfeitures related to narcotic offenses. These funds, by law, can only be used for drug related law enforcement activities.

The *Grant Fund* is used to account for state and federal grants requiring special reporting requirements, generally segregation of funds, such as the Community Development Block Grant and Community Development Revolving Loan Fund.

The *Airport Fund* is the mechanism by which we track the operation of the airport, including work accomplished by DPS personnel such as snow plowing and grass mowing. We also use these funds as match money for state and federal grants for Airport Capital Improvement Projects.

Enterprise Funds

The Enterprise Funds consist of the *Water, Raw Water Partnership, and Wastewater*. These funds must be accounted for and operated in the same manner as a private business. Revenues to operate these enterprises are derived from charges for services rendered. Besides normal operating costs there is the added burden of meeting environmental requirements which continue to increase the cost of doing business.

In the *Wastewater Fund* we will continue working on last year's capital projects and an additional \$690,000 in projects this year.

The *Water Fund* has recently declined in the number of customers it is serving, which has caused a reduction in revenue. The Water Fund's capital improvements for fiscal year 2009 amount to \$6.509 million, with \$5.525 million of that amount being funded with a bonded debt issue.

The *Raw Water Partnership* is an interlocal agreement with Frenchtown Charter Township that allows for the joint operation of the Lake Erie intake and treatment of water that is ultimately utilized for both systems potable water. Funds to operate come from both water systems' rates and are based upon gallons of water utilized.

Internal Service Funds

Internal Service Funds include *Stores and Equipment*, *Information Systems*, *Employee Benefit*, *Post-Retirement Health Care*, and *Insurance*. This group of funds provides service to other funds within the city.

The *Stores and Equipment Fund* rents and maintains cars, trucks and other equipment for the use of departments within the City. Revenue to operate this fund comes from equipment rental rates. The fund is struggling to generate enough rental income to finance its operations in part because of high personnel overhead. With reductions in personnel overhead, brought about through implementation of the Operations Study recommendations, and more focus on efficient reshaping of this function, we intend to bring this fund into long term balance.

The *Information Systems Fund* ensures that all computer equipment purchased is compatible and that staff is properly trained. Revenue from this fund comes from rental rates from various departments based upon computer usage.

The *Employee Benefit Fund* handles all of the City's employment related insurance requirements including health care, workers compensation and long term disability, as well as termination pay. Departments are charged for their costs based upon their number of personnel and premiums charged per employee. The fund then bids out the insurance for the entire city and covers all of the associated costs. Termination pay is a long-term liability that we are funding annually.

The *Insurance Fund* is used to account for general property and liability insurance requirements. Each fund contributes to the Insurance Fund based upon their experience and the Insurance Fund secures coverage for the entire city.

The *Post-Retirement Health Care Fund* was established to fund future and present retiree health care costs. In accordance with State law the City is now investing funds for future retirees, utilizing the City's Pension Board as fiduciary. Funding for retiree health care costs is based on a percentage of payroll for each city employee.

Debt Service Fund

The *Debt Service Fund* is used to account for the retirement of various bond issues. The statutory debt limit by law is 10% of our State Equalized Value. At the present time the City does not have any general obligation bonds outstanding to be accounted for in this fund. From a debt perspective the City of Monroe is in excellent financial health.

Capital Project Fund

The *Capital Project Fund* is used to account for capital projects, which are large ticket items (at least \$10,000) and have a useful life of five years or more. The Capital Improvement Project budget was adopted in February as a planning tool. Funding for Capital Projects come from a variety of sources including the General Fund, Major and Local Street Funds, Water and Wastewater Funds and State and Federal grants. The Capital Project budget as adopted by the City Council in February is included in this budget recommendation. As you will recall, the Council adopted a 08/09 General Fund, Capital Project Budget of only \$365,580. If the Council is to reach the off-stated goal of consistently budgeting an annual 1-mill General Fund capital investment, we are currently about \$635,000 short of that goal.

Cemetery Fund

The *Cemetery Fund* is a trust fund that was established to deal with the recently acquired Woodland Cemetery and allows us to record the revenue and expenditures associated with the contractual arrangement with Roselawn Cemetery to maintain Woodland Cemetery.

Component Units

Component Units are a group of funds which are legally separate organizations for which the City has overall financial responsibility. This group of funds includes the *Downtown Development Authority, Port of Monroe, and Brownfield Redevelopment Authority.*

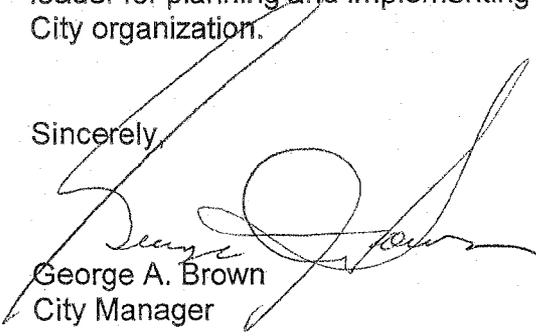
Department Heads and I were faced with costs that are increasing at a much greater rate than our revenue. Personnel costs continue to rise, primarily due to retirement costs. The budget includes a regular (non-healthcare) pension contribution totaling \$1.442 million, with \$1.359 million of that amount being funded by the General Fund. Unfortunately, as a mature community we do not have sufficient new real property growth to offset reductions in revenue sources, as well as increased operating costs. Our largest property tax payer saw a decrease in taxable value three fiscal years ago. The taxable value for that property is increasing 1% for fiscal year 2009 after remaining flat the last two years. At approximately 1/3 of our taxable value, this has a significant impact on revenue available to finance operations and capital projects. In partnership with the Mayor and Council, City Staff and I will continue to search for ways to reduce costs and improve services as we serve the citizens and customers in the coming years.

It is with pride that I mention two awards received by the City of Monroe this year. These awards are something we can all be proud of and are clear indications of the teamwork and commitment to excellence exhibited by the staff.

- The Tree City Award goes to those communities that meet strict standards for forestry management. Receiving this award again this year clearly illustrates our commitment to this most important natural resource.
- The Government Finance Officers Association of the United States and Canada (GFOA) has presented a Certificate of Achievement for Excellence in Financial Reporting. This is the sixth time the City of Monroe has received this prestigious award. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Department Heads are congratulated for their initiatives and effort required in preparing this budget, these efforts in these tough times are greatly appreciated. I believe the budget, as presented, fairly reflects a high level of service and the projected expenditures reflect the resources necessary to operate the City in the next fiscal year under current organizational structure and collective bargaining agreements. I especially want to highlight the work and initiative of Finance Director Ed Sell. Along with graciously adapting to significant reductions of personnel in his department, he has also been a key leader for planning and implementing the Operations Study recommendations across the City organization.

Sincerely,



George A. Brown
City Manager

**GENERAL FUND
FUND BALANCE TREND**

	Actual FY04-05	Actual FY05-06	Actual FY06-07	Amended Budget FY07-08	Projected Actual FY07-08	Budget Request FY08-09
REVENUE:						
General Revenue:						
General Government	\$ 16,075,019	\$ 16,250,971	\$ 16,570,864	\$ 17,628,006	\$ 17,434,937	\$ 17,221,167
Service Revenue:						
General Government	540,484	522,157	543,833	554,600	565,923	598,845
Public Safety	682,975	728,185	813,439	1,086,204	948,353	961,275
Public Works	16,025	19,346	22,145	21,500	22,500	22,500
Recreation & Culture	1,183,504	1,119,903	974,838	1,189,022	999,663	1,068,585
Operating Grants:						
Public Safety	63,836	37,213	10,803	61,549	61,549	18,000
Capital Grants						
Public Safety		14,271	405	-	-	-
Total Revenue	18,561,843	18,692,046	18,936,327	20,540,881	20,032,925	19,890,372
Total Expenditures	18,351,400	18,910,212	18,715,181	20,722,722	20,213,310	19,890,372
Excess (Deficiency) of Revenues over Expenditures	210,443	(218,166)	221,146	(181,841)	(180,385)	-
Beginning Fund Balance	2,996,779	3,207,222	2,989,056	3,210,202	3,210,202	3,029,817
Ending Fund Balance	\$ 3,207,222	\$ 2,989,056	\$ 3,210,202	\$ 3,028,361	\$ 3,029,817	\$ 3,029,817



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Replacement Police Patrol Vehicles, 5009, 5011, 5012, and 5007 and one administrative vehicle, 5002.

DISCUSSION: The Police Department's will need to replace the following vehicles:

Patrol Vehicle #5011 is the department's current K9 patrol vehicle. The vehicle is a 2003 Ford Crown Victoria .

Patrol Vehicle #5009 is a 2005 Ford Explorer. The Department plans to retrofit this vehicle to replace the current K9 patrol vehicle, #5011.

Patrol Vehicles #5012 and #5007 are both 2005 Ford Crown Victoria's and are to be replaced with 2008 Ford Crown Victoria.

Administrative Vehicle #5002 is to be replaced with a 2008 Ford Taurus. The current #5002 is a 2002 Ford Taurus and has over 79,000 miles and is need of engine work.

Signature Ford out of Owosso, MI holds the Macomb County bid, (bid#23-05, 2008MY). The cost for the Crown Victoria will be \$21,182.00 per vehicle. The Ford Explorer will be \$21,835.00 and the Ford Taurus will be \$19,145.00. This will bring the total purchase price for these vehicles to \$83,344.00.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Police Department

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Police

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 83,344.00
Cost of This Project Approval	\$ N/A
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

City	Account Number	Amount
General Fund, Police Dept. - Vehicles	101-50.301-981.000	\$ 83,344.00
		\$ N/A
<u>Other Funds</u>		\$ N/A
		\$ N/A
		\$ N/A
		\$ N/A

Budget Approval: _____

FACT SHEET PREPARED BY: Lt. Charles Abel, Police Department

DATE: 03-20-2008

REVIEWED BY: John Michrina, Chief of Police

DATE: 03-20-2008

COUNCIL MEETING DATE: 04/07/2008



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Employment Agreement

DISCUSSION:

Request approval to re-employ Ms. Joann VanAken on a part-time basis following her retirement on March 30, 2008. Please refer to the attached Employment Agreement and, in particular, Section 6 (a), Employee Benefits. Under this Section, Ms. VanAken will continue to receive all of her retirement benefits, including retiree health care, following her retirement. In addition, she will receive \$25.00 per hour for services rendered to the City beginning March 31, 2008. However, she will not receive additional pension credits or any other standard employee benefits (i.e. vacation, holiday, sick, personal or any other insurance benefits.)

As part of the Voluntary Early Retirement Program offered to the COMEA I union members, Ms. VanAken elected to retire from the City of Monroe, effective March 30, 2008. Ms. VanAken is employed with the Waste Water Treatment Plant as a Laboratory Technician. The candidate to replace Ms. VanAken will need some training, mentoring, and development to be able to fully perform the job. In addition, Ms. VanAken will be assigned to a 7 day rotating schedule to help maintain lab and plant compliance. It is recommended and agreeable to the Director of Waste Water to utilize the knowledge and expertise of Ms. VanAken who has over 25 years experience with the Waste Water Treatment Plant on a part-time basis to provide these services to the City of Monroe.

The attached Agreement has been reviewed and approved by the City's Pension attorney.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: April 7, 2008

REASON FOR DEADLINE: Maintain continued services and training

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Peggy A. Howard/Human Resources Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Clerk/Treasurers Office

FINANCES

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: Peggy A. Howard, Director of Human Resources

DATE: 3-17-08

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: April 7, 2008

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made effective the _____ day of March, 2008, between the City of Monroe, a Municipal Corporation of the State of Michigan, hereinafter referred to as "City," and Joann VanAken, hereinafter referred to as "Employee."

1. **Employment.** The City hereby employs and the Employee hereby accepts employment as Lab Technician, upon and subject to the terms and conditions herein set forth. This Agreement shall commence March 31, 2008, and shall continue for an indeterminate period of time until said Agreement is terminated by either party as provided in Section 7 below or by mutual agreement of the parties.

2. **Duties and Responsibilities.** The Employee will serve in the capacity of Lab Technician under the direct supervision of the City's Director of Wastewater. As Lab Technician, Employee shall perform a variety of chemical, physical and biological tests on influent and effluent waste materials and local industry discharges as well as determine compliance with local, state and federal regulations and health standards, perform daily calculations, prepares summary reports based on finding, maintain laboratory equipment and a variety of records and documentations and perform duties as described in Attachment A, Job Description for Lab Technician.

Employee shall perform his/her duties under this Agreement faithfully, diligently, and to the best of his/her abilities. Employee shall observe and comply with the rules, regulations, policies and directives of the City respecting the performance of the Employee's duties, as is consistent with City ordinances and the laws of the State of Michigan.

3. **Compensation.** For all services rendered by Employee under this Agreement, the City hereby agrees to pay Employee the sum of \$25.00 per hour, less required state and federal withholdings. Such payments shall be made in accordance with the City's regular bi-weekly payroll cycle.

4. **Hours of Work.** Employee will be required to typically work 6.0 hours and no more than 7.5 hours a day, four (4) days per week per fiscal year. Any additional hours must be pre-approved by the Director.

5. **Residency.** The Employee shall establish his/her residency within twenty (20) miles of the City within one year of the date of his/her employment and maintain residency within that distance during the term of his employment with the City.

6. **Employee Benefits.**
 - (a) The Employee and the City agree that for purposes of all services rendered under this Agreement, Employee shall not be entitled to membership in the City Employees' Retirement System pursuant to §296.07 (b)(1) of the Codified Ordinances of the City of Monroe. Further, consistent with Section 296.14(b) of

the Codified Ordinances of the City of Monroe, the Employee's retirement benefits shall not be suspended during the period of his/her employment with the City under this Agreement.

- (b) Employee shall be entitled to coverage under the Michigan Worker's Disability Act in accordance with its provisions.
- (c) Except as otherwise expressly provided herein, the Employee shall not be entitled to medical, hospitalization, surgical, dental, life insurance, sick leave, vacation leave, personal leave or any other benefits from the City.

7. **Termination**. The Employee shall serve at the pleasure of the City and either party may terminate the employment relationship at any time, for any reason, with or without cause. For purposes of this provision, the term "cause" shall mean any of the following events: mutual consent of the parties; death of Employee; incapacity of Employee; conviction of a felony; any intentional act, omission of duty or conduct by Employee which has or may reasonably be expected to bring discredit or injury to the reputation of the City; willful misconduct; or any failure by Employee to comply with the established rules, regulations and policies of the City in rendering the services contracted for herein.

- (a) **Voluntary Termination by Employee**. Employee may voluntarily terminate his/her employment under this Agreement at any time upon the giving of thirty (30) days' advance notice to the City. Such termination shall take effect on the last day of such thirty (30) day period, or sooner, at the City's discretion, in which case Employee will be paid for the balance of the notice period so long as the Employee's termination by the City was without cause as herein defined.
- (b) **Termination without Cause by City**. In the event Employee is terminated by the City without cause, the City agrees to give Employee thirty (30) days' advance notice. Such termination shall take effect on the last day of such thirty (30) day period, or sooner, at the City's discretion, in which case Employee will be paid for the balance of the notice period.
- (c) **Termination for Cause by City**. If the City terminates Employee's employment for cause as above defined, Employee shall not be entitled to thirty (30) days notice or pay as above provided. All rights and entitlements of Employee under this Agreement shall cease as of the effective date of such termination.

8. **Headings**. The headings of the Sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

9. **Notices**. Any notice required or permitted to be given under this Agreement shall be deemed properly given if in writing and hand-delivered to Employee or sent to Employee by certified mail at the address appearing in the records of the City, or hand-delivered to the City's Human Resources Director, or sent to the City's Human Resources Director by certified mail.

10. **Entire Agreement.** This Agreement contains the entire agreement and understanding by and between the City and Employee with respect to the employment of the Employee, and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. No change or modification of this Agreement shall be valid or binding unless it is in writing and signed by the party intending to be bound.
11. **Waiver of Breach.** No waiver of any provisions of this Agreement shall be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced. No valid waiver of any provision of this Agreement, at any time, shall be deemed a waiver of any other provision of this Agreement at such time or at any other time.
12. **Invalidity.** If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid or unenforceable as written, such provision shall be reformed by the court to such extent as is necessary to make the provision enforceable. Any provision which cannot be so reformed shall be deemed severable and shall not affect the validity and enforceability of any other provision.
13. **Assignment.** This Agreement and any of Employee's rights hereunder may not be assigned, transferred, or pledged by Employee, in whole or in part.
14. **Governing Law.** In view of the fact that the City is a municipal corporation of the State of Michigan, it is understood and agreed that the construction and interpretation of this Agreement shall, at all times and in all respects, be governed by the laws of the State of Michigan.

ATTACHMENT A

CITY OF MONROE JOB DESCRIPTION

LABORATORY TECHNICIAN (WASTEWATER TREATMENT PLANT)

Supervised by: Director of Wastewater/Assistant Director of Wastewater/Chemist
Supervises: No supervisory responsibilities

Position Summary:

Under the supervision of the Director of Wastewater / Assistant Director of Wastewater / Chemist, performs a variety of chemical, physical and biological tests on influent and effluent waste materials and local industry discharges. Determines compliance with local, state and federal regulations and health standards. Performs daily calculations and prepares summary reports based on findings. Maintains laboratory equipment and a variety of records and documentation. Enters reported findings into state and federal databases as needed.

Essential Duties and Job Functions:

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

1. Receives, collects and tests samples of influent, primary effluent, and secondary effluent to determine regulatory compliance.
2. Prepares chemical solutions needed to test waste materials and determine chemical, biological and physical contents.
3. Tests residual wastes in regard to contents. Enters reported findings into state and federal databases to maintain compliance as needed.
4. Calculates data and prepares daily summary reports of analysis. Alerts Director/Assistant Director/Chemist of any findings which indicate irregularities.
5. Provides information to the public and receives incoming service and emergency calls, referring to appropriate sources. Monitors two-way radio while sewer or lift-station crews are out on emergencies.
6. Maintains laboratory, cleans and sterilizes glassware, updates laboratory inventory, organizes work area and handles routine daily set-ups.
7. Works on a 7 day rotated schedule to maintain lab and plant compliance.
8. Performs specific industry testing to establish billing and/or penalty conditions.
9. Displays proficiency in the utilization of various laboratory equipment such as spectrophotometer, flasks, glassware, crucibles, balances, furnaces, incubators, PH

meters, dissolved oxygen meters and various testing chemicals.

10. Performs related work as required.

Required Knowledge, Skills, Abilities and Minimum Qualifications:

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

Requirements include the following:

- Minimum educational attainment of an Associate's degree, or equivalent, in chemistry, environmental science or a related field.
- Two or more years of lab work experience in a wastewater treatment facility, or similar laboratory setting.
- Knowledge of chemistry, mathematics and laboratory testing procedures related to wastewater treatment plants.
- Knowledge of the methods, tools, materials and equipment used in wastewater treatment plant, and laboratory, maintenance and repair, and of the safety procedures involved.
- Knowledge of wastewater treatment operations and industrial processes.
- Knowledge of current public health guidelines, government regulations, and professional standards for wastewater treatment.
- Skill in the use and maintenance of a wide variety of laboratory equipment and wastewater treatment plant equipment and machinery.
- Ability to establish effective working relationships and use good judgement, initiative and resourcefulness when dealing with co-workers, regulatory agencies, and the public.
- Ability to accurately log and record information, and maintain organized files.
- Ability to work independently.
- Ability to make accurate mathematical computations.
- Ability to effectively communicate ideas and concepts.
- A State of Michigan Vehicle Operator's License.

Physical Demands and Work Environment:

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to take wastewater samples at a variety of indoor, outdoor and industrial settings, requiring the employee to view and access low or hard-to-reach areas. The employee frequently is required to communicate with others in person and on the telephone. The employee is occasionally required to travel to other locations. The employee must regularly lift and/or move objects of moderate weight including buckets of water samples. The employee is frequently required to perform and observe laboratory tests, read results and complete necessary paperwork.

While performing the duties of this job, the employee regularly works in a laboratory within a wastewater treatment plant. The employee may be exposed to wet and/or humid conditions, moving mechanical parts, outside weather conditions, risk of electrical shock; vibration; fumes or airborne particles; and toxic or caustic chemicals. The noise level in the work environment is usually moderate.

March 2000

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon this ___ day of March, 2008.

EMPLOYEE

CITY OF MONROE, MICHIGAN

Joann VanAken

By: _____
Peggy A. Howard, Human Resources
Director



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Employment Agreement

DISCUSSION:

Request approval to re-employ Mr. David Cousino on a part-time basis following his retirement on March 13, 2008. Please refer to the attached Employment Agreement and, in particular, Section 6 (a), Employee Benefits. Under this Section, Mr. Cousino will continue to receive all of his retirement benefits, including retiree health care, following his retirement. In addition, he will receive \$25.00 per hour for services rendered to the City beginning March 31, 2008. However, he will not receive additional pension credits or any other standard employee benefits (i.e. vacation, holiday, sick, personal or any other insurance benefits.)

As part of the Voluntary Early Retirement Program offered to the COMEA I union members, Mr. Cousino elected to retire from the City of Monroe, effective March 13, 2008. Mr. Cousino is employed with the Waste Water Treatment Plant as a Laboratory Technician. The candidate to replace Mr. Cousino will need some training, mentoring, and development to be able to fully perform the job. In addition, Mr. Cousino will be assigned to a 7 day rotation schedule to help maintain lab and plant compliance. It is recommended and agreeable to the Director of Waste Water to utilize the knowledge and expertise of Mr. Cousino who has over 26 years experience with the Waste Water Treatment Plant on a part-time basis to provide these services to the City of Monroe.

The attached Agreement has been reviewed and approved by the City's Pension attorney.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: April 7, 2008

REASON FOR DEADLINE: Maintain continued services and training

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Peggy A. Howard/Human Resources Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Clerk/Treasurers Office

FINANCES

COST AND REVENUE PROJECTIONS:

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: Peggy A. Howard, Director of Human Resources

DATE: 3-17-08

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: April 7, 2008

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made effective the _____ day of March, 2008, between the City of Monroe, a Municipal Corporation of the State of Michigan, hereinafter referred to as "City," and David Cousino, hereinafter referred to as "Employee."

1. **Employment.** The City hereby employs and the Employee hereby accepts employment as Lab Technician, upon and subject to the terms and conditions herein set forth. This Agreement shall commence March 31, 2008, and shall continue for an indeterminate period of time until said Agreement is terminated by either party as provided in Section 7 below or by mutual agreement of the parties.

2. **Duties and Responsibilities.** The Employee will serve in the capacity of Lab Technician under the direct supervision of the City's Director of Wastewater. As Lab Technician, Employee shall perform a variety of chemical, physical and biological tests on influent and effluent waste materials and local industry discharges as well as determine compliance with local, state and federal regulations and health standards, perform daily calculations, prepares summary reports based on finding, maintain laboratory equipment and a variety of records and documentations and perform duties as described in Attachment A, Job Description for Lab Technician.

Employee shall perform his/her duties under this Agreement faithfully, diligently, and to the best of his/her abilities. Employee shall observe and comply with the rules, regulations, policies and directives of the City respecting the performance of the Employee's duties, as is consistent with City ordinances and the laws of the State of Michigan.

3. **Compensation.** For all services rendered by Employee under this Agreement, the City hereby agrees to pay Employee the sum of \$25.00 per hour, less required state and federal withholdings. Such payments shall be made in accordance with the City's regular bi-weekly payroll cycle.

4. **Hours of Work.** Employee will be required to typically work 6.0 hours and no more than 7.5 hours a day, four (4) days per week per fiscal year. Any additional hours must be pre-approved by the Director.

5. **Residency.** The Employee shall establish his/her residency within twenty (20) miles of the City within one year of the date of his/her employment and maintain residency within that distance during the term of his employment with the City.

6. **Employee Benefits.**
 - (a) The Employee and the City agree that for purposes of all services rendered under this Agreement, Employee shall not be entitled to membership in the City Employees' Retirement System pursuant to §296.07 (b)(1) of the Codified Ordinances of the City of Monroe. Further, consistent with Section 296.14(b) of

the Codified Ordinances of the City of Monroe, the Employee's retirement benefits shall not be suspended during the period of his/her employment with the City under this Agreement.

- (b) Employee shall be entitled to coverage under the Michigan Worker's Disability Act in accordance with its provisions.
- (c) Except as otherwise expressly provided herein, the Employee shall not be entitled to medical, hospitalization, surgical, dental, life insurance, sick leave, vacation leave, personal leave or any other benefits from the City.

7. **Termination**. The Employee shall serve at the pleasure of the City and either party may terminate the employment relationship at any time, for any reason, with or without cause. For purposes of this provision, the term "cause" shall mean any of the following events: mutual consent of the parties; death of Employee; incapacity of Employee; conviction of a felony; any intentional act, omission of duty or conduct by Employee which has or may reasonably be expected to bring discredit or injury to the reputation of the City; willful misconduct; or any failure by Employee to comply with the established rules, regulations and policies of the City in rendering the services contracted for herein.

- (a) **Voluntary Termination by Employee**. Employee may voluntarily terminate his/her employment under this Agreement at any time upon the giving of thirty (30) days' advance notice to the City. Such termination shall take effect on the last day of such thirty (30) day period, or sooner, at the City's discretion, in which case Employee will be paid for the balance of the notice period so long as the Employee's termination by the City was without cause as herein defined.
- (b) **Termination without Cause by City**. In the event Employee is terminated by the City without cause, the City agrees to give Employee thirty (30) days' advance notice. Such termination shall take effect on the last day of such thirty (30) day period, or sooner, at the City's discretion, in which case Employee will be paid for the balance of the notice period.
- (c) **Termination for Cause by City**. If the City terminates Employee's employment for cause as above defined, Employee shall not be entitled to thirty (30) days notice or pay as above provided. All rights and entitlements of Employee under this Agreement shall cease as of the effective date of such termination.

8. **Headings**. The headings of the Sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

9. **Notices**. Any notice required or permitted to be given under this Agreement shall be deemed properly given if in writing and hand-delivered to Employee or sent to Employee by certified mail at the address appearing in the records of the City, or hand-delivered to the City's Human Resources Director, or sent to the City's Human Resources Director by certified mail.

10. **Entire Agreement.** This Agreement contains the entire agreement and understanding by and between the City and Employee with respect to the employment of the Employee, and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. No change or modification of this Agreement shall be valid or binding unless it is in writing and signed by the party intending to be bound.
11. **Waiver of Breach.** No waiver of any provisions of this Agreement shall be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced. No valid waiver of any provision of this Agreement, at any time, shall be deemed a waiver of any other provision of this Agreement at such time or at any other time.
12. **Invalidity.** If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid or unenforceable as written, such provision shall be reformed by the court to such extent as is necessary to make the provision enforceable. Any provision which cannot be so reformed shall be deemed severable and shall not affect the validity and enforceability of any other provision.
13. **Assignment.** This Agreement and any of Employee's rights hereunder may not be assigned, transferred, or pledged by Employee, in whole or in part.
14. **Governing Law.** In view of the fact that the City is a municipal corporation of the State of Michigan, it is understood and agreed that the construction and interpretation of this Agreement shall, at all times and in all respects, be governed by the laws of the State of Michigan.

ATTACHMENT A

CITY OF MONROE JOB DESCRIPTION

LABORATORY TECHNICIAN (WASTEWATER TREATMENT PLANT)

Supervised by: Director of Wastewater/Assistant Director of Wastewater/Chemist
Supervises: No supervisory responsibilities

Position Summary:

Under the supervision of the Director of Wastewater / Assistant Director of Wastewater / Chemist, performs a variety of chemical, physical and biological tests on influent and effluent waste materials and local industry discharges. Determines compliance with local, state and federal regulations and health standards. Performs daily calculations and prepares summary reports based on findings. Maintains laboratory equipment and a variety of records and documentation. Enters reported findings into state and federal databases as needed.

Essential Duties and Job Functions:

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

1. Receives, collects and tests samples of influent, primary effluent, and secondary effluent to determine regulatory compliance.
2. Prepares chemical solutions needed to test waste materials and determine chemical, biological and physical contents.
3. Tests residual wastes in regard to contents. Enters reported findings into state and federal databases to maintain compliance as needed.
4. Calculates data and prepares daily summary reports of analysis. Alerts Director/Assistant Director/Chemist of any findings which indicate irregularities.
5. Provides information to the public and receives incoming service and emergency calls, referring to appropriate sources. Monitors two-way radio while sewer or lift-station crews are out on emergencies.
6. Maintains laboratory, cleans and sterilizes glassware, updates laboratory inventory, organizes work area and handles routine daily set-ups.
7. Works on a 7 day rotated schedule to maintain lab and plant compliance.
8. Performs specific industry testing to establish billing and/or penalty conditions.
9. Displays proficiency in the utilization of various laboratory equipment such as spectrophotometer, flasks, glassware, crucibles, balances, furnaces, incubators, PH

meters, dissolved oxygen meters and various testing chemicals.

10. Performs related work as required.

Required Knowledge, Skills, Abilities and Minimum Qualifications:

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

Requirements include the following:

- Minimum educational attainment of an Associate's degree, or equivalent, in chemistry, environmental science or a related field.
- Two or more years of lab work experience in a wastewater treatment facility, or similar laboratory setting.
- Knowledge of chemistry, mathematics and laboratory testing procedures related to wastewater treatment plants.
- Knowledge of the methods, tools, materials and equipment used in wastewater treatment plant, and laboratory, maintenance and repair, and of the safety procedures involved.
- Knowledge of wastewater treatment operations and industrial processes.
- Knowledge of current public health guidelines, government regulations, and professional standards for wastewater treatment.
- Skill in the use and maintenance of a wide variety of laboratory equipment and wastewater treatment plant equipment and machinery.
- Ability to establish effective working relationships and use good judgement, initiative and resourcefulness when dealing with co-workers, regulatory agencies, and the public.
- Ability to accurately log and record information, and maintain organized files.
- Ability to work independently.
- Ability to make accurate mathematical computations.
- Ability to effectively communicate ideas and concepts.
- A State of Michigan Vehicle Operator's License.

Physical Demands and Work Environment:

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to take wastewater samples at a variety of indoor, outdoor and industrial settings, requiring the employee to view and access low or hard-to-reach areas. The employee frequently is required to communicate with others in person and on the telephone. The employee is occasionally required to travel to other locations. The employee must regularly lift and/or move objects of moderate weight including buckets of water samples. The employee is frequently required to perform and observe laboratory tests, read results and complete necessary paperwork.

While performing the duties of this job, the employee regularly works in a laboratory within a wastewater treatment plant. The employee may be exposed to wet and/or humid conditions, moving mechanical parts, outside weather conditions, risk of electrical shock; vibration; fumes or airborne particles; and toxic or caustic chemicals. The noise level in the work environment is usually moderate.

March 2000

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon this ___ day of March, 2008.

EMPLOYEE

CITY OF MONROE, MICHIGAN

David Cousino

By: _____
Peggy A. Howard, Human Resources
Director



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Employment Agreement

DISCUSSION:

Request approval to re-employ Ms. Loretta Hopson on a part-time basis following her retirement on March 28, 2008. Please refer to the attached Employment Agreement and, in particular, Section 6 (a), Employee Benefits. Under this Section, Ms. Hopson will continue to receive all of her retirement benefits, including retiree health care, following her retirement. In addition, she will receive \$23.05 per hour for services rendered to the City beginning March 31, 2008. However, she will not receive additional pension credits or any other standard employee benefits (i.e. vacation, holiday, sick, personal or any other insurance benefits.)

As part of the Voluntary Early Retirement Program offered to the COMEA I union members, Ms. Hopson elected to retire from the City of Monroe, effective March 28, 2008. Ms. Hopson is employed with the Clerk/Treasurer's Office as the Deputy City Clerk. The candidate to replace Ms. Hopson will need some additional training, mentoring, and development to be able to fully perform the job. It is recommended and agreeable to the Clerk/Treasurer to utilize the knowledge and expertise of Ms. Hopson who has over 25 years experience with the Clerk's Office on a part-time basis to provide these services to the City of Monroe.

The attached Agreement has been reviewed and approved by the City's Pension attorney.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: April 7, 2008

REASON FOR DEADLINE: Maintain continued services and training

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Peggy A. Howard/Human Resources Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Clerk/Treasurers Office

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City

Account Number

Amount

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

Other Funds

\$ N/A

\$ N/A

\$ N/A

\$ N/A

Budget Approval: _____

FACT SHEET PREPARED BY: Peggy A. Howard, Director of Human Resources

DATE: 3-17-08

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: April 7, 2008

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made effective the 31st day of March, 2008, between the City of Monroe, a Municipal Corporation of the State of Michigan, hereinafter referred to as "City," and Loretta Hopson, hereinafter referred to as "Employee."

1. **Employment.** The City hereby employs and the Employee hereby accepts employment as Deputy City Clerk, upon and subject to the terms and conditions herein set forth. This Agreement shall commence March 31, 2008, and shall continue for an indeterminate period of time until said Agreement is terminated by either party as provided in Section 7 below or by mutual agreement of the parties.
2. **Duties and Responsibilities.** The Employee will serve in the capacity of Deputy City Clerk under the direct supervision of the City's Clerk/Treasurer. Employee will perform a wide range of clerical and administrative support functions for the Clerk's office. Maintain accurate files and public records, registers voters and updates voter records, and conducts elections. Employee will perform the work of the City Clerk as delegated or, if directed, in that official's absence. Transcribes minutes and performs other administrative and clerical duties as directed.
3. Employee shall perform her duties under this Agreement faithfully, diligently, and to the best of her abilities. Employee shall observe and comply with the rules, regulations, policies and directives of the City respecting the performance of the Employee's duties, as is consistent with City ordinances and the laws of the State of Michigan.
4. **Compensation.** For all services rendered by Employee under this Agreement, the City hereby agrees to pay Employee the sum of \$23.0529 per hour, less required state and federal withholdings. Such payments shall be made in accordance with the City's regular bi-weekly payroll cycle.
5. **Hours of Work.** Employee will be required to typically work no more than 7.5 hours a day, Monday through Friday, or such other work schedule approved by the Director. Any additional hours must be pre-approved by the Director.
6. **Residency.** The Employee shall establish her residency within twenty (20) miles of the City within one year of the date of her employment and maintain residency within that distance during the term of his employment with the City.
7. **Employee Benefits.**
 - (a) The Employee and the City agree that for purposes of all services rendered under this Agreement, Employee shall not be entitled to membership in the City Employees' Retirement System pursuant to §296.07 (b)(1) of the Codified Ordinances of the City of Monroe. Further, consistent with Section 296.14(b) of the Codified Ordinances of the City of Monroe, the Employee's retirement

benefits shall not be suspended during the period of her employment with the City under this Agreement.

- (b) Employee shall be entitled to coverage under the Michigan Worker's Disability Act in accordance with its provisions.
- (c) Except as otherwise expressly provided herein, the Employee shall not be entitled to medical, hospitalization, surgical, dental, life insurance, sick leave, vacation leave, personal leave or any other benefits from the City.

8. **Termination.** The Employee shall serve at the pleasure of the City and either party may terminate the employment relationship at any time, for any reason, with or without cause. For purposes of this provision, the term "cause" shall mean any of the following events: mutual consent of the parties; death of Employee; incapacity of Employee; conviction of a felony; any intentional act, omission of duty or conduct by Employee which has or may reasonably be expected to bring discredit or injury to the reputation of the City; willful misconduct; or any failure by Employee to comply with the established rules, regulations and policies of the City in rendering the services contracted for herein.

- (a) **Voluntary Termination by Employee.** Employee may voluntarily terminate her employment under this Agreement at any time upon the giving of thirty (30) days' advance notice to the City. Such termination shall take effect on the last day of such thirty (30) day period, or sooner, at the City's discretion, in which case Employee will be paid for the balance of the notice period so long as the Employee's termination by the City was without cause as herein defined.
- (b) **Termination without Cause by City.** In the event Employee is terminated by the City without cause, the City agrees to give Employee thirty (30) days' advance notice. Such termination shall take effect on the last day of such thirty (30) day period, or sooner, at the City's discretion, in which case Employee will be paid for the balance of the notice period.
- (c) **Termination for Cause by City.** If the City terminates Employee's employment for cause as above defined, Employee shall not be entitled to thirty (30) days notice or pay as above provided. All rights and entitlements of Employee under this Agreement shall cease as of the effective date of such termination.

9. **Headings.** The headings of the Sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

10. **Notices.** Any notice required or permitted to be given under this Agreement shall be deemed properly given if in writing and hand-delivered to Employee or sent to Employee by certified mail at the address appearing in the records of the City, or hand-delivered to the City's Human Resources Director, or sent to the City's Human Resources Director by certified mail.

11. **Entire Agreement.** This Agreement contains the entire agreement and understanding by and between the City and Employee with respect to the employment of the Employee, and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. No change or modification of this Agreement shall be valid or binding unless it is in writing and signed by the party intending to be bound.
12. **Waiver of Breach.** No waiver of any provisions of this Agreement shall be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced. No valid waiver of any provision of this Agreement, at any time, shall be deemed a waiver of any other provision of this Agreement at such time or at any other time.
13. **Invalidity.** If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid or unenforceable as written, such provision shall be reformed by the court to such extent as is necessary to make the provision enforceable. Any provision which cannot be so reformed shall be deemed severable and shall not affect the validity and enforceability of any other provision.
14. **Assignment.** This Agreement and any of Employee's rights hereunder may not be assigned, transferred, or pledged by Employee, in whole or in part.
15. **Governing Law.** In view of the fact that the City is a municipal corporation of the State of Michigan, it is understood and agreed that the construction and interpretation of this Agreement shall, at all times and in all respects, be governed by the laws of the State of Michigan.

ATTACHMENT A

CITY OF MONROE JOB DESCRIPTION

DEPUTY CITY CLERK

Supervised By: City Clerk/Treasurer
Supervises: Clerical staff as directed

Position Summary:

Under the supervision of the City Clerk/Treasurer, performs a wide range of clerical and administrative support functions for the Clerk's office. Maintains accurate files and public records, registers voters and updates voter records, and conducts elections. Performs the work of the City Clerk as delegated or, if directed, in that official's absence. Transcribes minutes and performs other administrative and clerical duties as directed.

Essential Job Functions:

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

1. Assists in conducting elections, including assembling and disassembling election equipment, training personnel and volunteers and recording results. Publishes and posts all election information.
2. Registers new voters, records changes of address, cancels voter registrations and maintains related records. Assists with recording, distributing and filing absentee ballots. Issues voter registration cards as voter registration changes. Utilizes the State-wide Qualified Voter File software to maintain voter information.
3. Answers phones, responds to walk-in and mail inquiries and otherwise assists the general public. Provides information or refers requests to the appropriate department or individual.
4. Assists in arranging and preparing meeting agendas and meeting materials for the City Council, Pension Board and other boards and committees. Transcribes minutes for City Council meetings. Attends Council meetings as required, and serves as secretary to the Pension Board, recording meeting minutes and maintaining files.
5. Prepares, publishes and/or posts all public notices, including City Council and other board and committee work sessions and regular meetings, public hearings, election results, ordinances and special assessments.

6. Records, indexes and files ordinances and other City documents. Maintains records of all minutes, ordinances, resolutions, deeds, easements and agreements/contracts. Files deeds and easements with the County.
7. Issues and records licenses for ice cream vendors, taxi cab drivers, peddlers and charitable solicitations.
8. Conducts and compiles research for City Council, City departments and in response to public requests.
9. Notarizes resolutions, ordinances and other documents in accordance with applicable guidelines and regulations. Swears in police officers, Board members, elections workers and other City officials as required.
10. Prepares and processes correspondence, records, documents, reports, and information requests. Types, performs data entry, maintains a complex filing system and completes clerical projects as assigned.
11. Attends night meetings, as required, and assumes the duties of the City Clerk, in the Clerk's absence.
12. Performs related work as required.

Required Knowledge, Skills, Abilities and Minimum Qualifications:

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

Requirements include the following:

Minimal educational attainment of a high school diploma. An Associate's degree in secretarial science is desirable.

Three to five years of related experience, preferably in a municipal setting.

Ability to earn a Notary Public certification within one year of employment.

Knowledge of modern office procedures and practices, and skill in applying them.

Knowledge of election laws, voter registration and records management.

Knowledge of the City Charter, related ordinances, and the policies, procedures, and regulations governing municipal government.

Basic knowledge of the structure of municipal government and the functions of various departments.

Skill in preparing, maintaining, and updating records and documents.

Skill in operating basic office equipment including transcription and recording equipment and computers with word processing, spreadsheet and database software.

Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with other employees, elected officials, and the public.

Ability to train and supervise personnel and volunteers involved with elections.

Ability to understand and follow complex oral and written instructions, prioritize demands, and work independently.

Ability to maintain attention to detail and work effectively under stress and changes in work priorities.

Ability to record and transcribe meeting minutes and type with accuracy.

Physical Demands and Work Environment:

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is typically in an office setting where they are regularly required to view written documents, write, type and enter data, operate transcription equipment and communicate with others in person and on the telephone. The employee is occasionally required to travel to other locations throughout the City when conducting elections and election training. The employee frequently must lift and/or move objects of light weight and occasionally must set up, move and break down election equipment which could be moderately heavy. The noise level in the work environment can range from quiet to moderate.

March 2000

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon this 17th day of March, 2008.

EMPLOYEE

CITY OF MONROE, MICHIGAN

Loretta Hopson

By: _____
Peggy A. Howard, Human Resources
Director



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Employment Agreement

DISCUSSION:

Request approval to re-employ Ms. Connie Ochs on a part-time contractual basis following her retirement on April 1, 2008. Please refer to the attached Employment Agreement and, in particular, Section 6 (a), Employee Benefits. Under this Section, Ms. Ochs will continue to receive all of her retirement benefits, including retiree health care, following her retirement. In addition, she will receive \$40.00 per hour for services rendered to the City beginning April 8, 2008. However, she will not receive additional pension credits or any other standard employee benefits (i.e. vacation, holiday, sick, personal or any other insurance benefits.)

Ms. Ochs was employed as the Wastewater Department Director. The candidate to replace Ms. Ochs will need some training, mentoring, and development to be able to fully perform the job. It is recommended and agreeable to the Acting Director of Water and Wastewater Utilities to utilize the knowledge and expertise of Ms. Ochs who has over 30 years experience with the Wastewater Department on a part-time basis to provide these services to the City of Monroe.

The attached Agreement has been reviewed and approved by the City's Pension attorney.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Peggy A. Howard, Director of Human Resources

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Wastewater Treatment Plant

FINANCES

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: Peggy A. Howard, Director of Human Resources

DATE: 4/01/08

REVIEWED BY: George Brown, City Manager

DATE:

COUNCIL MEETING DATE: 4/07/08

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made effective the _____ day of April, 2008, between the City of Monroe, a Municipal Corporation of the State of Michigan, hereinafter referred to as "City," and Connie Ochs, hereinafter referred to as "Employee."

1. **Employment.** The City hereby employs and the Employee hereby accepts employment as Wastewater Consultant, upon and subject to the terms and conditions herein set forth. This Agreement shall commence _____, 2008, and shall continue for an indeterminate period until such time the Agreement is terminated by either party as provided in Section 7 below or by mutual agreement of the parties.

2. **Duties and Responsibilities.** The Employee will serve in the capacity of consultant to the Wastewater Treatment Plant under the direct supervision of the Acting Superintendent / Supervisor of Wastewater. As a consultant to the Wastewater Treatment Plant, Employee shall perform duties related to Wastewater Treatment Plant NPDES (National Pollutant Discharge Elimination System) Discharge Permit, S2 Grant, SSES (Sanitary Sewer System) Flow Study, Wastewater Treatment Plant Rehabilitation Project, Wastewater budget and CIP (Capital Improvement Program), Industrial Pre-treatment Program, Laboratory, Wastewater Treatment Plant Chemistry, Testing and Samples or any other duties as assigned by the Acting Superintendent / Supervisor of Wastewater.

Employee shall perform her duties under this Agreement faithfully, diligently, and to the best of her abilities. Employee shall observe and comply with the rules, regulations, policies and directives of the City respecting the performance of the Employee's duties, as is consistent with City ordinances and the laws of the State of Michigan.

3. **Compensation.** For all services rendered by Employee under this Agreement, the City hereby agrees to pay Employee the sum of \$40.00 per hour, less required state and federal withholdings. Such payments shall be made in accordance with the City's regular bi-weekly payroll cycle.

4. **Hours of Work.** Employee will be required to typically work 6.0 hours per day, two (2) days per week. Any additional hours must be pre-approved by the Acting Superintendent / Supervisor of Wastewater.

5. **Residency.** The Employee shall establish her residency within twenty (20) miles of the City within one year of the date of her employment and maintain residency within that distance during the term of his employment with the City.

6. **Employee Benefits.**
 - (a) The Employee and the City agree that for purposes of all services rendered under this Agreement, Employee shall not be entitled to membership in the City Employees' Retirement System pursuant to §296.07 (b)(1) of the Codified Ordinances of the City of Monroe. Further, consistent with Section 296.14(b) of

the Codified Ordinances of the City of Monroe, the Employee's retirement benefits shall not be suspended during the period of his/her employment with the City under this Agreement.

- (b) The City shall pay or reimburse Employee for reasonable, pre-approved professional development and training activities, re-certification fees and expenses, mileage (per IRS regulations), and other travel expenses incurred by Employee in carrying out her duties under this Agreement. Employee must submit an expense report detailing all such pre-approved expenses. A City cell phone and vehicle will be issued to the Employee for use while performing City related work activities.
- (c) Employee shall be entitled to coverage under the Michigan Worker's Disability Act in accordance with its provisions.
- (d) Employee shall maintain her 'A' MDEQ (Michigan Department of Environmental Quality) certification. In addition to her regular wages and in consideration for maintaining said certification, Employee shall be paid \$1,000.00 each fiscal year. This reimbursement may be prorated by the City if Employee performs other like duties for another employer during this contractual assignment. Such payment will be made on or around June 30, 2008, and each June 30th thereafter.
- (e) Except as otherwise expressly provided herein, the Employee shall not be entitled to medical, hospitalization, surgical, dental, life insurance, sick leave, vacation leave, personal leave or any other benefits from the City.

7. **Termination.** The Employee shall serve at the pleasure of the City and either party may terminate the employment relationship at any time, for any reason, with or without cause. For purposes of this provision, the term "cause" shall mean any of the following events: mutual consent of the parties; death of Employee; incapacity of Employee; conviction of a felony; any intentional act, omission of duty or conduct by Employee which has or may reasonably be expected to bring discredit or injury to the reputation of the City; willful misconduct; or any failure by Employee to comply with the established rules, regulations and policies of the City in rendering the services contracted for herein.

- (a) **Voluntary Termination by Employee.** Employee may voluntarily terminate her employment under this Agreement at any time upon the giving of thirty (30) days' advance notice to the City. Such termination shall take effect on the last day of such thirty (30) day period, or sooner, at the City's discretion, in which case Employee will be paid for the balance of the notice period so long as the Employee's termination by the City was without cause as herein defined.
- (b) **Termination without Cause by City.** In the event Employee is terminated by the City without cause, the City agrees to give Employee thirty (30) days' advance notice. Such termination shall take effect on the last day of such thirty (30) day period, or sooner, at the City's discretion, in which case Employee will be paid for the balance of the notice period.

- (c) **Termination for Cause by City.** If the City terminates Employee's employment for cause as above defined, Employee shall not be entitled to thirty (30) days notice or pay as above provided. All rights and entitlements of Employee under this Agreement shall cease as of the effective date of such termination.
8. **Headings.** The headings of the Sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
9. **Notices.** Any notice required or permitted to be given under this Agreement shall be deemed properly given if in writing and hand-delivered to Employee or sent to Employee by certified mail at the address appearing in the records of the City, or hand-delivered to the City's Human Resources Director, or sent to the City's Human Resources Director by certified mail.
10. **Entire Agreement.** This Agreement contains the entire agreement and understanding by and between the City and Employee with respect to the employment of the Employee, and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. No change or modification of this Agreement shall be valid or binding unless it is in writing and signed by the party intending to be bound.
11. **Waiver of Breach.** No waiver of any provisions of this Agreement shall be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced. No valid waiver of any provision of this Agreement, at any time, shall be deemed a waiver of any other provision of this Agreement at such time or at any other time.
12. **Invalidity.** If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid or unenforceable as written, such provision shall be reformed by the court to such extent as is necessary to make the provision enforceable. Any provision which cannot be so reformed shall be deemed severable and shall not affect the validity and enforceability of any other provision.
13. **Assignment.** This Agreement and any of Employee's rights hereunder may not be assigned, transferred, or pledged by Employee, in whole or in part.
14. **Governing Law.** In view of the fact that the City is a municipal corporation of the State of Michigan, it is understood and agreed that the construction and interpretation of this Agreement shall, at all times and in all respects, be governed by the laws of the State of Michigan.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Delinquent Weed & Grass Cutting Invoices

DISCUSSION: Attached you will find a list of those persons having unpaid weed and grass cutting invoices. Also attached is a resolution in accordance with Ordinance 74-011, asking for a public hearing to review such charges (after proper notice is given), and prior to these assessments becoming a lien upon the property. Subsequent to the public hearing, those charges confirmed by Council will be placed upon the Summer 2008 tax roll.

Recommendation: The attached resolution be adopted and a public hearing be set for Monday, April 21, 2008.

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: City Treasurer' Office

Charles D. Evans, City Clerk/Treasurer

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: C. Evans

DATE: March 25, 2008

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: April 7, 2008

RESOLUTION

WHEREAS, various persons failed to comply with the provisions of Ordinance No. 74-011 within the time specified as the 2007 annual date under the Ordinance after notice published in the Monroe Evening News on March 23, 2007, and it was necessary for the City of Monroe to remove or cut such weeds, grasses, or plants on the property of the persons not complying with the provisions of the Ordinance; and

WHEREAS, the Department of Public Services submitted an account of the expenses incurred with respect to each parcel of land in carrying out the provisions of Ordinance No. 74-011 and invoices were prepared and sent to the last known owners as reflected by the current tax roll for the costs of such work plus a ten (10) per cent penalty as allowed by the City of Monroe Charter to cover the cost of supervision and billing expense; and

WHEREAS, the City Assessor has received a list of various persons who have failed to make payment on said invoices, a list of which is attached hereto, and pursuant to the City of Monroe Charter and Ordinance No. 74-011 has levied the cost of such payment as an assessment upon the premises on the 2008 tax roll; and

WHEREAS, such assessment shall be subject to review, after proper notice is given.

NOW, THEREFORE, BE IT RESOLVED, that City Council of the City of Monroe shall hold a public hearing on April 21, 2008 at 7:30 p.m. in the Council Chambers, City Hall, City of Monroe, in satisfaction of the notice requirements of City of Monroe Charter and Ordinance No. 74-011, to review the assessment upon various premises on the 2008 tax roll of the expenses incurred in the enforcement of the provisions of Ordinance No. 74-011.

BE IT FURTHER RESOLVED, that the Clerk-Treasurer be directed to give notice of such public hearing and review by City Council as required by the City of Monroe Charter.

BE IT FURTHER RESOLVED, that if and when the tax is confirmed by City Council it shall be a lien upon the premises and the same shall be collected in the same manner as other City taxes.

Dated: April 7, 2008

HOUSING & URBAN DEVELOPMENT
925 KEYNOTE CIRCLE 2ND FLOOR
BROOKLYN HEIGHTS OH 44131
Invoice: 150170
Amount: \$97.12
Parcel #: 69-01225-000

BANK OF NEW YORK-TRUSTEE
400 COUNTRYWIDE WAY
SIMI VALLEY CA 93065-6298
Invoice: 150175
Amount: \$161.89
Parcel #: 49-01288-000

HOGAN, DAVID M & SHARON A
4830 BLUEBUSH RD
MONROE MI 48162
Invoice: 150246
Amount: \$64.77
Parcel #: 29-00018-000

MENDEZ, LINDA & DENESIA
1263 FRANK DR
MONROE MI 48162
Invoice: 150338
Amount: \$64.16
Parcel #: 49-00426-000

HOUSING & URBAN DEVELOPMENT
925 KEYNOTE CIRCLE 2ND FLOOR
BROOKLYN HEIGHTS OH 44131
Invoice: 150405
Amount: \$96.21
Parcel #: 49-00105-000

PROFFITT, JERRY & KATHY
5820 LEROUX
NEWPORT MI 48166
Invoice: 150521
Amount: \$147.30
Parcel #: 19-00127-000

MOORE, AMANDA G
311 WINCHESTER
MONROE MI 48161
Invoice: 150649
Amount: \$51.50
Parcel #: 49-01189-000

STASO, MICHAEL JR
1232 RIVERVIEW AVE
MONROE MI 48162
Invoice: 150713
Amount: \$72.93
Parcel #: 59-00294-000

AURORA LOAN SERVICES
601 5TH AVE
SCOTTSDUFF NE 69361-3581
Invoice: 150730
Amount: \$72.23
Parcel #: 59-01460-000

HOUSING AND URBAN
DEVELOPMENT
925 KEYNOTE CIRCLE 2ND FLOOR
BROOKLYN HEIGHTS OH 44131
Invoice: 150172
Amount: \$161.89
Parcel #: 49-00712-000

PALMITER, RANDY & MICHELLE
1247 VINEYARD DR
MONROE MI 48161
Invoice: 150176
Amount: \$113.30
Parcel #: 39-00384-000

BANK OF NEW YORK
400 COUNTRYWIDE WAY
SIMI VALLEY CA 93065-6298
Invoice: 150274
Amount: \$80.19
Parcel #: 49-01288-000

HOUSING & URBAN DEVELOPMENT
925 KEYNOTE CIRCLE 2ND FLOOR
BROOKLYN HEIGHTS OH 44131
Invoice: 150343
Amount: \$96.21
Parcel #: 49-00712-000

BESTE, THOMAS J FAM INVEST, LLC
2262 N MONROE ST
MONROE MI 48162
Invoice: 150433
Amount: \$135.28
Parcel #: 69-00659-007

SMITH, GREGORY L & TAMMY E
1249 E ELM AVE
MONROE MI 48162
Invoice: 150593
Amount: \$62.94
Parcel #: 59-01902-002

PALMITER, RANDY & MICHELLE
1247 VINEYARD DR
MONROE MI 48161
Invoice: 150711
Amount: \$87.55
Parcel #: 39-00384-000

DADO, IKHLAS
25445 LEESTOCK
FARMINGTON HILLS MI 46336-1564
Invoice: 150714
Amount: \$58.34
Parcel #: 49-01210-000

CREATIVE LAND DESIGN
41050 VINCENTI CT
NOVI MI 48375
Invoice: 150732
Amount: \$57.78
Parcel #: 59-01787-072

HOUSING AND URBAN DEVELOPMENT
925 KEYNOTE CIRCLE 2ND FLOOR
BROOKLYN HEIGHTS OH 44131
Invoice: 150174
Amount: \$178.00
Parcel #: 49-01329-000

MOGHUL, FARRUKH & TASLEEM
1870 CANTERBURY CT
BLOOMFIELD MI 48302
Invoice: 150177
Amount: \$906.91
Parcel #: 49-01392-000

US BANK NATIONAL ASSOC.
18400 VON KARMAN
LOS ANGELES CA 92612
Invoice: 150278
Amount: \$64.16
Parcel #: 49-00738-000

LIBERTY HOME BUILDERS
8920 QUAIL CIRCLE DR
PLYMOUTH MI 48170
Invoice: 150404
Amount: \$128.26
Parcel #: 69-00073-249

VICARI, TONINO & FLORENCE, RENEE
4977 MORTAR CREEK
MONROE MI 48161
Invoice: 150506
Amount: \$63.55
Parcel #: 29-00224-000

WELLS FARGO BANK NA
1100 CORPORATE CENTER DR
RALEIGH NC 27607
Invoice: 150648
Amount: \$51.50
Parcel #: 29-00060-037

COUNTRYWIDE HOME LOAN
400 COUNTRYWIDE WAY
SIMI VALLEY CA 93065-6298
Invoice: 150712
Amount: \$102.10
Parcel #: 49-01288-000

STASO, MICHAEL ANDREW
138 TREMONT
MONROE MI 48162
Invoice: 150729
Amount: \$57.78
Parcel #: 69-00033-000

FEDERAL NATIONAL MORTGAGE ASSOC
1 SOUTH WACKER DR
CHICAGO IL 60606
Invoice: 150742
Amount: \$155.81
Parcel #: 49-00452-000

TOTAL: \$3,389.66



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Delinquent Sidewalk Invoices

DISCUSSION: Attached you will find a list of those persons having unpaid sidewalk assessments. Also attached is a resolution in accordance with Ordinance 76-015 asking for a public hearing to review such charges (after proper notice is given), and prior to these assessments becoming a lien upon the property. Subsequent to the public hearing, those charges confirmed by Council will be placed upon the Summer 2008 tax roll.

Recommendation: The attached resolution be adopted and a public hearing be set for Monday, April 21, 2008.

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: City Treasurer' Office

Charles D. Evans, City Clerk/Treasurer

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: C. Evans

DATE: March 25, 2008

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: April 7, 2008

R E S O L U T I O N

WHEREAS, the City Assessor has reported and filed a special assessment roll for the expenses of sidewalk repair within the City of Monroe, in those cases where the owners have failed to pay for said sidewalk repair, after notification by the City of Monroe, within the time limit so provided by notice, said assessment plus ten percent penalty having been made under Ordinance No. 76-015, and Section 253 of the Charter of the City of Monroe;

NOW, THEREFORE, BE IT RESOLVED, that on April 21st, 2008 at the Council Chambers, City Hall, City of Monroe at 7:30 p.m. the Council will meet to review the Special Assessments so made and that the City Clerk-Treasurer is directed to give notice of such review as required by the Charter,

NOW, BE IT FURTHER RESOLVED, that if and when these charges are confirmed by Council they shall be a lien upon the premises and the same shall be collected in the same manner as other city taxes.

Dated: April 7, 2008

GERMEROOTH, ROBERT E & JACQUELINE A
770 VALMONT DR
MONROE MI 48162
Invoice: 149115
Amount: \$52.63
Parcel #: 69-00073-241

WILLENBACHER, C & BURNISON A
380 AVE DE LAFAYETTE
MONROE MI 48162
Invoice: 149136
Amount: \$233.22
Parcel #: 69-00073-136

LABOE, ANTHONY & HEATHER
144 ORLEANS AVE
MONROE MI 48162
Invoice: 149140
Amount: \$58.31
Parcel #: 69-00073-211

MOSS, LESTERISHA CARLA
371 CRANBROOK BLVD
MONROE MI 48162
Invoice: 149148
Amount: \$257.79
Parcel #: 69-00072-047

CHEAP, STANLEY O
318 CRANBROOK BLVD
MONROE MI 48162
Invoice: 149155
Amount: \$106.96
Parcel #: 69-00072-031

BRAY, SEYMOUR JR & WILLA
315 AVE DE LAFAYETTE
MONROE MI 48162
Invoice: 149216
Amount: \$56.92
Parcel #: 69-00073-119

MALIK, THOMAS M SR & ALICE M
162 CRANBROOK BLVD
MONROE MI 48162
Invoice: 149234
Amount: \$161.87
Parcel #: 69-00072-010

PARRAN, RICHARD JR & JOAN
218 CRANBROOK BLVD
MONROE MI 48162
Invoice: 149235
Amount: \$97.30
Parcel #: 69-00072-013

WOHLGAMUTH, CONNIE SUE
1845 ERIE ST
MONROE MI 48161
Invoice: 149247
Amount: \$233.36
Parcel #: 19-00274-151

RELOCATION PROPERTIES MGMT, LLC
500 DIEDRICH BLVD
RUSSELL KY 41169
Invoice: 149254
Amount: \$116.62
Parcel #: 19-00274-042

DEUTSCHE BANK NATIONAL TRUST
CO
460 SIERRA MADRE VILLA AVE STE
101
PASADENA CA 91107-2940
Invoice: 149256
Amount: \$71.06
Parcel #: 19-00274-084
CUSUMANO, PROCOPIO
909 WESTERN AVE
MONROE MI 48161
Invoice: 149287
Amount: \$223.37
Parcel #: 19-00274-163

WILHELM, CHESTER E II & PAMELA S
989 WINSTON DR
MONROE MI 48161
Invoice: 149263
Amount: \$173.01
Parcel #: 19-00274-111

STODDART, CAROL L & STEVEN B
978 WESTERN AVE
MONROE MI 48161
Invoice: 149277
Amount: \$92.47
Parcel #: 19-00274-120

RENN, A J & MARIA
818 WOODVILLE AVE
MONROE MI 48161
Invoice: 149314
Amount: \$100.97
Parcel #: 19-00274-005

ALVERMAN, RICK T
833 WOODVILLE AVE
MONROE MI 48161
Invoice: 149316
Amount: \$172.03
Parcel #: 19-00584-000

HARRIS, JAMES P & KRISTIE M
904 WOODVILLE AVE
MONROE MI 48161
Invoice: 149319
Amount: \$611.36
Parcel #: 19-00274-014

BRADLEY, LEO E
908 WOODVILLE AVE
MONROE MI 48161
Invoice: 149320
Amount: \$129.61
Parcel #: 19-00274-015

NOIC
5700 MONROE ST STE 300A
SYLVANIA OH 43560
Invoice: 149334
Amount: \$116.62
Parcel #: 19-00647-000

COOPER, AARON P
834 WOLVERINE AVE
MONROE MI 48161
Invoice: 149343
Amount: \$181.48
Parcel #: 19-00619-000

LOOPE, SHERRIE DIANE
906 WOLVERINE AVE
MONROE MI 48161
Invoice: 149346
Amount: \$64.86
Parcel #: 19-00616-000

KEHRES, THOMAS & APRIL
924 WATERLOO AVE
MONROE MI 48161
Invoice: 149363
Amount: \$56.92
Parcel #: 19-00674-000

COSBY, THOMAS & LINDA
621 WATERLOO AVE
MONROE MI 48161
Invoice: 149370
Amount: \$158.14
Parcel #: 19-00702-000

HSBC MORTGAGE SERVICE INC
636 GRAND REGENCY BLVD
BRANDON FL 33510
Invoice: 149388
Amount: \$64.86
Parcel #: 19-00274-312

BELLESTRI, KARL P
702 UNION ST
MONROE MI 48161
Invoice: 149402
Amount: \$160.43
Parcel #: 19-00371-000

CHAPMAN, JAMES M & JENNIFER L
706 UNION ST
MONROE MI 48161
Invoice: 149403
Amount: \$24.11
Parcel #: 19-00372-000

DICKS, TIMOTHY J
1227 UNION ST
MONROE MI 48161
Invoice: 149407
Amount: \$30.87
Parcel #: 19-00377-000

MCFADDEN, DAVID
145 MICHIGAN AVE
MONROE MI 48161
Invoice: 149411
Amount: \$92.56
Parcel #: 19-00355-000

WINDMEYER, JUSTIN L & KRISTA R
429 S ROESSLER ST
MONROE MI 48161
Invoice: 149416
Amount: \$172.03
Parcel #: 19-00399-000

EOFF, JOHN & ELLEN
511 S ROESSLER ST
MONROE MI 48161
Invoice: 149417
Amount: \$56.92
Parcel #: 19-00395-000

BURR, MATT & MARY KAY
715 S ROESSLER ST
MONROE MI 48161
Invoice: 149428
Amount: \$56.92
Parcel #: 19-00391-000

ROBERTY, NICHOLAS R & JUDY
531 STONE ST
MONROE MI 48161
Invoice: 149433
Amount: \$58.31
Parcel #: 19-00774-000

KRAMER, JONATHON & ALICIA
530 TOLEDO AVE
MONROE MI 48161
Invoice: 149444
Amount: \$121.53
Parcel #: 19-00810-000

ROBERTSON, MERL & TINA
807 W FRONT ST
MONROE MI 48161
Invoice: 149449
Amount: \$196.26
Parcel #: 19-00349-000

RIVERSIDE PROPERTY MANAGEMENT
422 AVENUE DE LAFAYETTE
MONROE MI 48162
Invoice: 149451
Amount: \$899.68
Parcel #: 19-00877-000

WICKENHEISER, KENNETH W
2375 LABOE RD
CARLETON MI 48117
Invoice: 149452
Amount: \$58.31
Parcel #: 19-00879-000

SIGNORELLO, ROBERT
1012 W FRONT ST
MONROE MI 48161
Invoice: 149470
Amount: \$128.10
Parcel #: 19-00886-000

SISUNG, PEGGY
9870 CRABB ROAD
TEMPERANCE MI 48182
Invoice: 149473
Amount: \$120.91
Parcel #: 19-00904-000

SELDEN, JOSEPH P & GALE A
827 W FIFTH ST
MONROE MI 48161
Invoice: 149555
Amount: \$56.92
Parcel #: 19-00396-000

KREMER, ROSEANN STEMEN, JOHN
444 MICHIGAN
MONROE MI 48162
Invoice: 150651
Amount: \$509.91
Parcel #: 59-01526-000

TOTAL: \$6,335.51



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Delinquent Rental Housing Invoices

DISCUSSION: Attached you will find a list of those persons having unpaid rental housing invoices. Also attached is a resolution in accordance with Section 1484.07 of the Codified Ordinances, asking for a public hearing to review such charges (after proper notice is given), and prior to these assessments becoming a lien upon the property. Subsequent to the public hearing, those charges confirmed by Council will be placed upon the Summer 2008 tax roll.

Recommendation: The attached resolution be adopted and a public hearing be set for Monday, April 21, 2008.

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: City Treasurer' Office

Charles D. Evans, City Clerk/Treasurer

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: C. Evans

DATE: March 25, 2008

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: April 7, 2008

RESOLUTION

A RESOLUTION AUTHORIZING A PUBLIC HEARING FOR THE PURPOSE OF NOTIFYING CERTAIN PROPERTY OWNERS THAT THOSE RENTAL HOUSING INSPECTION FEES WHICH HAVE REMAINED DELINQUENT MORE THAN NINETY (90) DAYS WILL BE PLACED UPON THE SUMMER TAX ROLL ON

MAY 12, 2008

WHEREAS, the city established a rental housing ordinance (Chapter 1484 of the Codified Ordinances) and also established, by resolution, an inspection fee schedule for rental properties, and

WHEREAS, several of these inspection fees have become delinquent for more than ninety (90) days, and

WHEREAS, Section 1484.07 of the Codified Ordinance of the City of Monroe requires these delinquent fees to become a lien on the property, and

NOW THEREFORE BE IT RESOLVED, that a public hearing be held on Monday, April 21, 2008 at 7:30 PM during the regular City Council meeting for the purpose of hearing citizen comments regarding these delinquent inspection fees, and

BE IT FURTHER RESOLVED, that those citizens having delinquent invoices in their name(s) be notified, by mail, of the date and time of said public hearing.

Dated: April 7, 2008

FREDERICK, FERDINANDO & SHARON
215 SAMARIA RD
TEMPERANCE, MI 48182
Invoice: CRO72150
Amount: \$300.00
Parcel #: #49-01258-000

BOLTON, MILDRED TR
46 SCOTT STREET
MONROE, MI 48161
Invoice: CRO71579
Amount: \$300.00
Parcel #: #39-00326-000

GODFROY, MARY E
428 E ELM AVE
MONROE, MI 48162
Invoice: CRO71500, CRO71501
Amount: \$600.00
Parcel #: #69-01378-000

HUDKINS, DAN
3674 POST RD
NEWPORT, MI 48166
Invoice: CRO71401
Amount: \$500.00
Parcel #: #49-01011-000

OBERHEU, LARRY & MARJORIE (TR)
6886 STOCKPORT, P.O. BOX 101
LAMBERTVILLE, MI 48144
Invoice: CRO71952
Amount: \$300.00
Parcel #: #29-00113-000

PATTERSON, JOHNNIE R SR
101 W FRONT ST
MONROE, MI 48161
Invoice: CRO72107
Amount: \$300.00
Parcel #: #29-00245-000

PROFFITT, JERRY & KATHY
5820 LEROUX
NEWPORT, MI 48166
Invoice: CRO71705, CRO71706
Amount: \$600.00
Parcel #: #19-00127-000

PROFFITT, JERRY L & KATHY J
5820 LEROUX
NEWPORT, MI 48166
Invoice: CRO72260, CRO72261
Amount: \$600.00
Parcel #: #49-00641-000

WELLS FARGO BANK, NA
4315 MISSION BLVD
SAN DIEGO, CA 92109
Invoice: CRO72189
Amount: \$300.00
Parcel #: #69-01294-000

YENSCH, ROBERT & GERALD
12499 EGGERT RD
DUNDEE, MI 48131
Invoice: CRO71541
Amount: \$300.00
Parcel #: #69-00279-000

TOTAL: \$4,100.00



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Delinquent Demolition Invoices

DISCUSSION: Attached you will find a list of those persons having unpaid demolition invoices. Also attached is a resolution as prescribed by the 1994 Uniform Code for the Abatement of Dangerous Buildings, asking for a public hearing to review such charges (after proper notice is given), and prior to these assessments becoming a lien upon the property. Subsequent to the public hearing, those charges confirmed by Council will be placed upon the Summer 2008 tax roll.

Recommendation: The attached resolution be adopted and a public hearing be set for Monday, April 21, 2008.

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: City Treasurer' Office

Charles D. Evans, City Clerk/Treasurer

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: C. Evans

DATE: March 25, 2008

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: April 7, 2008

R E S O L U T I O N

WHEREAS, certain structures in the City of Monroe, County of Monroe, State of Michigan, hereinafter referred to as the City, have been demolished in accordance with the 1994 Uniform Code for the Abatement of Dangerous Buildings, which Code has been adopted by reference in Chapter 1426 of the Codified Ordinances of Monroe, Michigan, 1999, and which is hereinafter referred to as the Code; and

WHEREAS, the City seeks to recover demolition costs in accordance with the Code on those properties which are listed on the attached Demolition Costs Report, herein incorporated by reference and hereinafter referred to as the Report; and

WHEREAS, said costs on the Report shall be subject to review by the Mayor and Council after proper notice is given;

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council shall hold a public hearing for the purpose of reviewing, and hearing objections to, said costs on April 21, 2008 at 7:30 PM in the Council Chambers at City Hall in satisfaction of the hearing requirement of said Code;

BE IT FURTHER RESOLVED, that the Clerk/Treasurer shall be directed to give notice of such public hearing and review by the Mayor and Council as required by said Code;

BE IT FURTHER RESOLVED, that subsequent to said hearing, the Mayor and Council shall confirm said report as submitted, revised, corrected, or modified, or shall deny said report.

Dated: April 7, 2008

AMERICA HOLDING INC
PO BOX 1714
MINEOLA NY 11501
Invoice: 150122
Amount: \$4536.00
Parcel #: 49-00150-000

TOTAL: \$4,536.00



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Delinquent Blight Invoices

DISCUSSION: Attached you will find a list of those persons having unpaid blight removal invoices. Also attached is a resolution in accordance with Ordinance 90-004 asking for a public hearing to review such charges (after proper notice is given), and prior to these assessments becoming a lien upon the property. Subsequent to the public hearing those charges confirmed by Council will be placed upon the Summer 2008 tax roll.

Recommendation: The attached resolution be adopted and a public hearing be set for Monday, April 21, 2008.

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: City Treasurer' Office

Charles D. Evans, City Clerk/Treasurer

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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: C. Evans

DATE: March 25, 2008

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: April 7, 2008

RESOLUTION

WHEREAS, various persons failed to comply with the provisions of Ordinance No. 90-004 within the 3-day notice period by remediating blighting condition(s) or requesting a hearing on the applicability of specified provision of Ordinance No. 90-004 to the various properties in question which resulted in the Building Official directing the Department of Public Services to remediate the blighted condition(s) by any necessary means; and

WHEREAS, the Department of Public Services submitted an account of the expenses incurred with respect to each parcel of land in carrying out the provisions of Ordinance No. 90-004 and invoices were prepared and sent to the last known owners as reflected by the current tax roll for the costs of such work plus a ten (10) percent penalty as allowed by the City of Monroe Charter to cover the cost of supervision and billing expense; and

WHEREAS, the City Assessor has received a list of various persons who have failed to make payment on said invoices, a list of which is attached hereto, and pursuant to the City of Monroe Charter and Ordinance No. 90-004 has levied the cost of such payment as an assessment upon the premises on the 2008 tax roll; and

WHEREAS, such assessment shall be subject to review, after proper notice is given.

NOW, THEREFORE, BE IT RESOLVED, that City Council of the City of Monroe shall hold a public hearing on April 21, 2008 at 7:30 p.m. in the Council Chambers, City Hall, City of Monroe, in satisfaction of the notice requirements of City of Monroe Charter and Ordinance No. 90-004, to review the assessment upon various premises on the 2008 tax roll of the expenses incurred in the enforcement of the provisions of Ordinance No. 90-004.

BE IT FURTHER RESOLVED, that the Clerk/Treasurer be directed to give notice of such public hearing and review by City Council as required by the City of Monroe Charter.

BE IT FURTHER RESOLVED, that if and when the tax is confirmed by City Council it shall be a lien upon the premises and the same shall be collected in the same manner as other City taxes.

Dated: April 7, 2008

CORTESES, ANTHONY
728 E FOURTH ST
MONROE MI 48161
Invoice: 149979
Amount: \$159.54
Parcel #: 49-00771-000

BUSSELL, PAUL
3085 FIRST ST
LASALLE MI 48145
Invoice: 149984
Amount: \$1531.49
Parcel #: 59-01487-000

STASO, MICHAEL JR
1232 RIVERVIEW AVE
MONROE MI 48162
Invoice: 150051
Amount: \$169.76
Parcel #: 59-00294-000

OLSZEWSKI, LYNNE E
46141 SOUTHWICK DR
CANTON MI 48188
Invoice: 150126
Amount: \$114.30
Parcel #: 49-00256-000

WELLS FARGO BANK, NA
P O BOX 1838
PITTSBURGH PA 15230-1838
Invoice: 150632
Amount: \$1449.94
Parcel #: 19-00739-000

MOORE, AMANDA G
311 WINCHESTER
MONROE MI 48161
Invoice: 150633
Amount: \$541.44
Parcel #: 49-01189-000

STEERS, ROBERT E
4357 FIRST ST
NEWPORT MI 48166
Invoice: 150634
Amount: \$90.71
Parcel #: 39-00542-000

HEIDEN, DEBORAH H
13697 DIXON RD
DUNDEE MI 48131
Invoice: 150986
Amount: \$111.06
Parcel #: 19-00027-000

BODENMILLER ROMAN N
425 HARRISON ST
MONROE MI 48161
Invoice: 151237
Amount: \$47.87
Parcel #: 29-00310-000

STASO, MICHAEL ANDREW
138 TREMONT ST
MONROE MI 48162
Invoice: 151238
Amount: \$242.06
Parcel #: 69-00033-000

TOTAL: \$4,458.17



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Replacement of Ambulance Cot for Fire Department ALS Operations

DISCUSSION: The Cot in ambulance operations is a key component as we need a reliable means to move our customers/patients from the scene to the emergency department. Our current cots have performed well for us, and we are due for the replacement of our oldest unit. A new design is available that allows the cot to be fitted with a power assisted lifting motor, which in turn will help to reduce strains and sprains associated with lifting the cot with patients into the rigs.

We currently utilize Stryker MX PRO's that can carry patients up to 650 lbs. The new power pro cot we are requesting has a lifting capacity of 700lbs. We recommend purchase of the Power Assist Cot unit from Stryker Medical for \$10,100 from account #401-95.336-977.000 as approved in the FY 08 CIP budget adoption.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Chief Bert

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Fire Department

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 10,100.00
Cost of This Project Approval	\$ 10.100
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>
CIP Project 08C08	#401-95.336-977.000	\$ 10,100
		\$ N/A
		\$ N/A
		\$ N/A
<u>Other Funds</u>		\$ N/A
		\$ N/A
		\$ N/A
		\$ N/A

Budget Approval: \$10,100

FACT SHEET PREPARED BY: Captain Marvin Hicks

DATE: 3/20/08

REVIEWED BY: Chief William Bert

DATE: 3/26/08

COUNCIL MEETING DATE: 4/07/08



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Request from Habitat for Humanity of Monroe County

DISCUSSION: Debora Wykes, Executive Director of Habitat for Humanity of Monroe County (HFH), has requested an extension of the "sunset clause" for the parcel located at 1738 Oak Street (Tax ID #49-00281-000). Ms. Wykes noted in the request that the organization would like to "...develop architectural modifications..." to its home designs that will be acceptable to the City Council and city officials "...and appropriate for Habitat standards of simple, decent, and affordable."

The property was sold to HFH in July of 2006. Contained in the deed was a clause that states "Grantee has twenty four (24) months from the date hereof to complete construction of a dwelling on the above parcel. Failure to do so will cause the parcel to revert back to the City of Monroe." Habitat anticipates beginning work on this site during the 2009 construction season.

Based upon HFH's interest in working with staff to develop and implement architectural standards for its homes within the city, the Planning Department recommends approving the extension as requested.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: April 7, 2008

REASON FOR DEADLINE: Habitat for Humanity is developing its construction schedule for the upcoming year. Action by City Council will determine whether construction is scheduled this year or in 2009.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Habitat for Humanity of Monroe County

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, City Administration, Planning Department, Assessor's Office, City Clerk/Treasurer's Office.

FINANCES

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

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

Budget Approval: _____

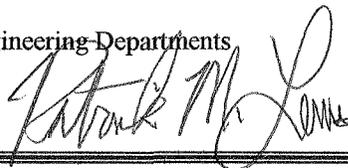
FACT SHEET PREPARED BY: Jeffrey Green, AICP

DATE: April 1, 2008

REVIEWED BY: Patrick Lewis, P.E., Director of Planning and Engineering Departments

DATE: April 1, 2008

COUNCIL MEETING DATE: April 7, 2008





Patrick Lewis
City of Monroe
120 E. First St.
Monroe, MI 48161

March 31, 2008

Re: Property # 49-00281-000
1738 Oak St., Monroe, MI

Dear Mr. Lewis:

Please consider this communication as our formal request to extend the date of construction for the above referenced parcel to December 31, 2009. We anticipate construction in 2009 for this property.

The reason Habitat asks for an extension of the "sunset clause" on this property is to have time to develop architectural modifications that would be acceptable to Council and City officials, and appropriate for Habitat standards of simple, decent, and affordable.

Thank you for your time and consideration in this matter.

Sincerely,
Debra Clay Wykes
Executive Director,
Habitat for Humanity of Monroe County



LIBER 3129 PAGE 299

RECEIPT# 91591 STATION 1
\$17.00 QUIT CLAIM DEED

QUIT CLAIM DEED
Statutory Form
Corporation



07/11/2006 8:58:57 AM
STATE OF MICHIGAN - MONROE COUNTY
RECEIVED FOR RECORD
GERI ALLEN - REGISTER OF DEEDS

Drafted By: Thomas D. Ready, Ready, Sullivan & Ready, LLP,
204 S. Macomb St., Monroe, MI 48161

Know all Men by these Presents, That on this 11 day of July, 2006
for the sum of \$7503.00

THE CITY OF MONROE, a Michigan municipal corporation
whose address is 120 E. First St., Monroe, MI 48161

QUIT CLAIMS TO

HABITAT FOR HUMANITY OF MONROE COUNTY, INC.
whose address is 840 LaPlaisance Rd., Monroe, MI 48161

the following described premises situated in the City of Monroe,
Monroe County, Michigan, to-wit:

The North 90' of lot 177 and the North 90' of lot 178, Consolidated
Land Co., Inc. Plat No. 1, according to the plat thereof, as
recorded in Liber 5 of Plats, Monroe County records.

Grantee has twenty four (24) months from the date hereof to complete
construction of a dwelling on the above parcel. Failure to do so will
cause the parcel to revert back to the City of Monroe. There shall be no
encumbrance on the parcel until the dwelling is completed without the
written consent of the Monroe City Manager.

This transfer is exempt under MCLA 207.505(h)(i) and MCLA 207.526
(h)(i).

subject to easements and building and use restrictions of record.



Together with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Signed by:

CITY OF MONROE, a Michigan Municipal corporation

By [Signature]
C. D. CAPPUCCILLI, Mayor

By [Signature]
CHARLES EVANS, Clerk

STATE OF MICHIGAN, County of Monroe

On this 11th day of July, 2006, the foregoing instrument was acknowledged before me by C. D. Cappuccilli, Mayor, and Charles Evans, Clerk, of City of Monroe, a Michigan municipal corporation, on behalf of the said corporation.

LORETTA M. HOPSON
Notary Public, State of Michigan
County of Monroe
My Commission Expires Sept 8, 2011
Acting in the County of Monroe

[Signature]
Notary Public
Monroe County, Michigan,
Acting in Monroe County
My Commission Expires: 9-9-2011

Recording fee: _____
County Treasurers Cert.: _____
Transfer Tax: _____
Tax Parcel No. 49-00281-000
49-00282-000

When recorded return to:
Jeffrey Green
Planning Department
City of Monroe, Michigan
120 E. First St.
Monroe, MI 48161



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Awarding Contract for Third Phase of Dorsch Memorial Library Improvements

DISCUSSION:

The Planning Department, through TMP Associates, Inc. (TMP), put the work for the third phase of improvements to the Dorsch Memorial Library out for lump sum bidding. In a public opening at City Hall, six bids were received on the project according to the original work specifications.

However, on a project whose total budget (including soft costs and contingency) was \$148,270 the lowest bid for the work came from Evangelista Corporation at \$178,000. The next lowest bid came from U.S. Construction and Design Services, LLC and was \$183,629, followed by T.H. Marsh Construction, Inc. who bid \$186,500. After these three, there was a substantial increase in the amount of the bids as Campbell-Manix bid \$210,124. Scheich Commercial Contracting Corporation bid \$244,900 and Phoenix Contractors, Inc. bid \$260,000.

Since all these bids were substantially higher than the project's budget, the elements of the project were taken back to the contractors with a goal of reducing the project's costs and scope while maintaining the overall goals of this phase of work. After several means of savings were identified, the proposed changes were submitted to and approved by library and city staff. TMP adjusted the project's specifications and put the job out for re-bidding. In this second round of bids, the three contractors who had been low on the first round of bids submitted a second bid.

For the second bids, T.H. Marsh Construction, Inc. was low with a bid of \$106,250. Evangelista Corporation was the next lowest bidder with a bid of \$111,900 and U.S. Construction and Design Services, LLC bid \$116,500. Since T.H. Marsh Construction Inc. was the contractor for the library's second phase of improvements, interested parties from the Monroe County Library System were asked to approve their being awarded the third phase. With the library's approval, TMP submitted their recommendation that T.H. Marsh Construction, Inc. be awarded the contract for the third phase of work.

IT IS RECOMMENDED that the City of Monroe enter into a contract with T.H. Marsh Construction, Inc. to complete the third phase of improvements at the Dorsch Memorial Library with a budget of \$122,000 for the work to be completed by this contractor. This amount would allow a contingency of approximately fifteen percent and does not include an existing contract with TMP. The funding for this project is coming solely from the city's Community Development Block Grant, the budget of which was previously approved by City Council. IT IS FURTHER RECOMMENDED that the Mayor and Clerk-Treasurer be authorized to sign the contracts 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 is practical

REASON FOR DEADLINE: Contractor is ready to begin work

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Planning Department

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Dorsch Memorial Library, Planning Department, Building Department

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 148,270
Cost of This Project Approval	\$ 122,000
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>
	CDBG	401-95.265-975.000	\$ 122,000
			\$ N/A
	<u>Other Funds</u>		\$ N/A
			\$ N/A
			\$ N/A
			\$ N/A

Budget Approval: _____

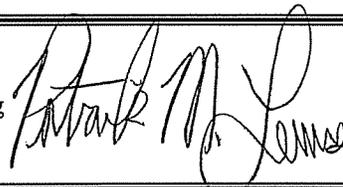
FACT SHEET PREPARED BY: Matt Wallace, City Planner

DATE: March 31, 2008

REVIEWED BY: Patrick Lewis, Director of Engineering and Planning

DATE: March 31, 2008

COUNCIL MEETING DATE: April 7, 2008





March 13, 2008

Mr. Matt Wallace, CDBG Planner
City of Monroe
Development Services Department
120 East First Street
Monroe, MI 48161

Re: Dorsch Memorial Library- Phase 3 (interior finishes, doors and signage)
TMP Project No. 04278-A

Dear Matt:

Recommendation:

We recommend that the City of Monroe accept the proposal from T.H. Marsh Construction Company of Livonia, Michigan for Phase 3 interior renovation at the Dorsch Memorial Library, at 18 East First Street in the amount of \$106,250.00.

Background Information:

The identified scope of work for Phase 3- interior finishes, doors/hardware, misc. electrical and signage renovation is based on the feasibility study done in September of 2003 by TMP Associates, Inc. for the City of Monroe. The feasibility study addressed interior and exterior recommendations for improvements, which were identified as three distinct phases of work: Phase 1- Exterior improvements, Phase 2- Mechanical and Electrical upgrades and Phase 3- Interior Renovation. The Phase 1- Exterior Improvements were implemented in 2005; Phase 2- Mechanical and Electrical upgrades were implemented in 2006/2007. The Phase 3 probable budget cost of \$148,270.00, including professional fees and miscellaneous costs was approved by the City of Monroe. The scope of work addressed in Phase 3, as finally bid, is within the budget.

Work identified in the contract documents for Phase 3 includes replacement of flooring; finish carpentry and painting; door and hardware replacement/refurbishment to improve code compliance; and signage and accessories. Note that finishes, trim and painting that were deferred due to Phase 2 coordination will be implemented as part of this Phase 3 Interior Renovation.

TMP Associates prepared and distributed the documents describing the work. The request for sealed bids was publicly advertised, and 6 contractors obtained bidding documents, along with construction association plan rooms. Six (6) qualified companies submitted bids. The companies and their bid amounts (base bids) are as follows:

Campbell Manix	\$210,124.00
Evangelista	\$178,800.00
U.S. Construction	\$183,629.00
Scheich	\$244,900.00
T.H. Marsh Construction	\$186,500.00
Phoenix Contractors	\$260,000.00

T M P Associates Inc

1191 WEST Square Lake Road □ Box 289 □ Bloomfield Hills □ Michigan □ 48303
PH □ 248.338.4561 FX □ 248.338.0223 EM □ INFO@TMP-ARCHITECTURE.COM

Mr. Matt Wallace
March 13, 2008
Page No. 2

We met with the three low bidders, Evangelista, U.S. Construction, and T.H. Marsh Construction Company for post-bid discussions, to review the scope and cost of the work, since the bids exceeded the available funds. Subsequently, we revised the project scope and issued Addendum No. 2 (post-bid) for pricing by the individual contractors. The revision included deletion of millwork and revision of materials, as reviewed with the City and Library System. We received the bid amounts (including Addendum No. 2 – Post-bid) as follows:

Evangelista	\$111,900.00
U.S. Construction	\$116,500.00
T.H. Marsh Construction	\$106,250.00

We have reviewed and confirmed that T.H. Marsh Construction has included the required scope of work, and we have reviewed the company's references. In discussion with the contractor, a schedule was reviewed. The project can begin upon approval by the City of Monroe and the company has agreed to work with the library regarding the scheduling of work to coordinate with library operations and temporary closures for construction activity.

Please call me if you or your staff has any have any questions regarding this contract award recommendation.

Sincerely,

TMP ASSOCIATES, INC.



Stephen Smith, AIA
Senior Vice President

SES/ss-djp

cc:Nancy Colpaert, Director – Monroe County Library System



Dorsch Library Phase 3
 Addendum No.2 (POST-BID)
 City of Monroe

BID DATE: March 6,2008
 TMP Project No.: 04278B
 Page 1 of 1

BID TABULATION

CONTRACTOR	BID SECURITY	ADDENDA	BASE BID	ALT. 1	ALT. 2	ALT. 3	ALT. 4
Evangelista	Yes	Yes	\$111,900	N/A	N/A	\$880	X
T. H Marsh	Yes	Yes	\$106,250	N/A	N/A	\$1,380	X
U.S. Construction	Yes	Yes	\$116,500	N/A	N/A	No bid	X

o:\2004\04278-b\misc\bldtab add 2-post bid.doc

TMP Associates Inc
 1191 WEST Square Lake Road □ Box 289 □ Bloomfield Hills □ Michigan □ 48303
 PH □ 248.338.4561 FX □ 248.338.0223 EM □ INFO@TMP-ARCHITECTURE.COM



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: HARBOR AVENUE PAVEMENT RECONSTRUCTION – CHANGE ORDER TO 2007 CONCRETE PAVING PROGRAM CONTRACT

DISCUSSION: On June 4, 2007, the City Council awarded a contract for the 2007 Concrete Paving Program to Dominic Gaglio Construction, Inc. in the amount of \$413,941.71, as the result of public bidding. Their bid at the time was 30 percent below the original Engineer's Estimate, and 3 percent below the second low bidder. 2007 prices were, in general, the lowest seen in over a decade by the Engineering Department, and it is believed that this is mostly due to the poor economy. Subsequent Change Orders by the City Council brought the total contract amount to \$504,043.09, and all 2007 work has been completed satisfactorily and on time, though the contract remains open for administrative purposes only.

The City Council has approved a total of \$262,750 in funding for the reconstruction of Harbor Avenue between Rose Street and Dixie Drive, though \$251,790 of this sum was approved as a part of the 2008-09 Capital Improvements Program and will not technically be available until July 1, 2008. As design plans have been completed, the Engineering Department has asked the 2007 Concrete Paving Program contractor to provide a quote for this project, to determine if it would be advantageous to extend last year's contract rather than advertising for new bids. A tabulation has been attached to this fact sheet that includes both the original engineer's estimate (which is based on pricing for more typical years), the cost of the project if it were constructed using the as-bid unit prices from 2007, and the Contractor's quotation for 2008 work, which consists of minor cost increases in line items as appropriate.

The 2008 quoted unit prices result in an overall project cost that is 26 percent below the Engineer's Estimate in a typical year, and is only 2.6 percent higher than the 2007 costs would have been for the same project. Due to the sharp increases in diesel fuel costs since Fall 2007, and due to material item increases in other areas as well, it is the opinion of the Engineering Department that an increase of this small nature is very well justified. It is also a very large advantage to the City to continue to employ the services of a capable contractor, and a net savings in staff time to avoid preparing separate contracts for bidding, as the Engineering Department currently has two position vacancies that are not being filled for the near term, and is also currently transitioning its clerical staff due to an internal promotion. Wherever possible, we are looking for ways to simplify our operations during 2008, and since it is highly unlikely that any capable contractor could complete this work for less, we are recommending that a change order be issued for this project in lieu of securing new competitive bids. When the design for other concrete streets is completed, we will recommend that those projects be added to this contract as well.

On March 17, the City Council awarded a change order for the water main replacement on this same section of roadway, and this work will be occurring prior to the roadway reconstruction. Dominic Gaglio Construction has agreed that they will honor their pricing through at least July 31, which should provide sufficient time for the roadway work to be completed. However, work is not expected to commence until sometime in June, as water main work has not yet begun. Since technically funds for this work are not available until July 1, some monies to cover any construction prior to this date will need to be advanced from the Major Street Fund Balance. Dominic Gaglio Construction has met our Labor Harmony requirements as a part of the 2007 project, and they have provided evidence that these requirements continue to be met through the 2008 construction season.

IT IS RECOMMENDED that the City Council award the attached Change Order to the 2007 Concrete Paving Program to Dominic Gaglio Construction, Inc. for the reconstruction of Harbor Avenue in the amount of \$178,306.01, and that a total of \$205,000 be encumbered to include a 15% project contingency. **IT IS FURTHER RECOMMENDED** that the City Engineer be authorized to sign the change order on behalf of the City of Monroe. **IT IS FURTHER RECOMMENDED** that the Finance Director be authorized to transfer funds as necessary from the Major Street Fund Balance to fund any work prior to July 1, 2008.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: The Engineering Department would like to begin planning its construction schedule as soon as possible due to staff limitations, the Contractor would like to formalize their 2008 schedule to avoid bidding over-lapping work and ensure as low pricing as possible.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Planning

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

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$205,000*
	Cost of This Project Approval	\$205,000*
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

*Includes 15% contingency.

SOURCE OF FUNDS:	<u>City</u>	Account Number	Amount
	Harbor Reconstruction	203-60.451-818.020 08L05*	\$205,000

*Note: Full funding will be available July 1, 2008, earlier construction will need to be advanced from Major Street Fund Balance.

Other Funds

Budget Approval: _____

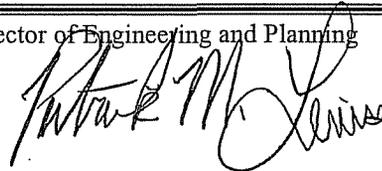
FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Planning

DATE: 04/01/08

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: April 7, 2008



Harbor Avenue Pavement Reconstruction Quotation Comparison
 Quotation solicited from Dominic Gaglio Construction, Inc.
 (Low Bidder on 2007 Concrete Paving Program)

No.	Item	# units	Units	2008 Quotation				2007 Bid Prices	
				Engineer's Estimate		Dominic Gaglio Constr. Inc.		Dominic Gaglio Constr. Inc.	
				Unit Price	Amt.	Unit Price	Amt.	Unit Price	Amt.
1	R&D CONCRETE PAVEMENT, INTEGRAL CURB, & APPROACH (SAW CUT INCLUDED)	3719.5	SYD	13.00	48,353.50	12.36	45,973.02	12.00	44,634.00
2	R&D 4" SIDEWALK	10.2	SYD	12.00	122.40	11.02	112.40	10.80	110.16
3	SUBGRADE MANIPULATION (4" CUT TO 4" FILL)	3461.6	SYD	3.00	10,384.80	4.59	15,888.74	4.50	15,577.20
4	EARTH EXCAV. FOR SIDEWALK OR APPROACH	19.3	SYD	9.00	173.70	6.00	115.80	6.00	115.80
5	SUBGRADE UNDERCUTTING (INCLUDES MDOT 21-A STONE BACKFILL C.I.P. 95%)	100.0	CYD	30.00	3,000.00	15.30	1,530.00	15.00	1,500.00
6	ADJUST, CLEAN, & PLASTER STRUCTURE	3.0	EA	500.00	1,500.00	225.00	675.00	225.00	675.00
7	RECONSTRUCT STRUCTURE	3.0	EA	750.00	2,250.00	500.00	1,500.00	500.00	1,500.00
8	ADJUST WATER M.L. VALVE BOX	1.0	EA	300.00	300.00	150.00	150.00	150.00	150.00
9	F&I CASTING	2580.0	LBS	1.50	3,870.00	1.30	3,354.00	1.30	3,354.00
10	F&I 6" CONCRETE PAVEMENT & APPROACH (HOT-POURED JOINT SEALER AND HOOK BOLTS INCLUDED)	455.2	SYD	32.00	14,566.40	23.69	10,783.69	23.00	10,469.60
11	F&I 8" CONCRETE PAVEMENT WITH INTEGRAL CURB GUTTER (HOT-POURED JOINT SEALER AND HOOK BOLTS INCLUDED)	3461.6	SYD	42.00	145,387.20	25.24	87,370.78	24.50	84,809.20
12	F&I 4" CONCRETE SIDEWALK	269.7	SFT	3.50	943.95	1.88	507.04	1.85	498.95
13	F&I MDOT 21A STONE	36.4	TONS	30.00	1,092.00	12.24	445.54	12.00	436.80
14	TRAFFIC CONTROL	1.0	LS	3,000.00	3,000.00	5,000.00	5,000.00	5,000.00	5,000.00
15	SITE RESTORATION	1.0	LS	5,000.00	5,000.00	4,500.00	4,500.00	4,500.00	4,500.00
16	F&I 36A HAND PATCH	2.0	TONS	200.00	400.00	200.00	400.00	200.00	400.00
					-		-		-
TOTAL PRICE					240,343.95		178,306.01		173,730.71

CHANGE ORDER

Date: April 8, 2008	No.: 5 – 2008 Extension
Project: 2007 Concrete Paving Program	
Contractor: Dominic Gaglio Cement Construction, Inc.	
Contract for: (same)	Contract Date: 07/11/07

TO: Dominic Gaglio Cement Construction, Inc., 15347 Drysdale, Southgate, MI 48195
 (Contractor)

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

CITY OF MONROE
 Owner

Nature of Changes:

Addition of Harbor Avenue Reconstruction to above Contract as Division "I". New unit prices and new pay items unique to this project division as submitted via Contractor quote and approved by the City Council on April 7, 2008. See attached spreadsheet for pay items, quantities, and unit prices. Pay items will be re-numbered to match the existing 2007 line item numbers upon first pay estimate. All work to be in accordance with project plans prepared by the City Engineering Department.

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

Contract price prior to this change order	\$504,043.09
Net (increase) (decrease) resulting from this change order	\$178,306.01
Current contract price including this change order	\$682,349.10
Contract time prior to this change order	Days or Date: 10/19/07
Net (increase)(decrease) resulting from this change order	Days: 286 days
Current contract time including this change order	Days or Date: 07/31/08

Above Changes Are Approved:

CITY OF MONROE

By: _____
 City Engineer

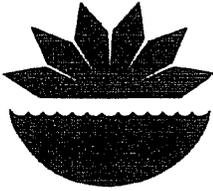
Date _____, 20____

Above Changes are Accepted:

 Contractor

By: _____

Date _____, 20____



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Property Purchase

DISCUSSION: In April of 1997, the City of Monroe sold the property at 22 W. Front Street (formerly referred to as the Townsite Property or Valmassei's) to Steppingstone Properties, Ltd. The purchaser had indicated his interest in constructing an infill building in conjunction with the Crosswinds Communities development proposed for the Lauer-Finzel parking lot. The Crosswinds development failed to materialize, and the property at 22 W. Front has remained vacant. Arthur Nussbaum, president of Robart Associates Ltd. and Steppingstone Properties, has decided to sell the parcel.

In accordance with the terms of the 1997 sales agreement and subsequent addendum, the City of Monroe has the right of first refusal. The formula for calculating the asking price was established in the addendum and is "...\$25,000.00, plus actual costs related to maintenance and prospective development of the property, except taxes, assessments and insurance, such costs not to exceed \$20,000.00." Based upon this formula, Mr. Nussbaum is offering the property to the city of Monroe for \$37,068.40. City Administration, legal counsel, and city staff have reviewed the costs associated with maintenance and upkeep of property and determined that they meet the criteria established.

The Planning Department considers this parcel a critical component to future development of the W. Front Street corridor and recommends that City Council exercise its option to purchase. The department further recommends that City Council approve the expenditure of \$37,068.40 and authorize the Mayor or his designee to execute all necessary documents related to the transaction.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: April 7, 2008

REASON FOR DEADLINE: The city has 30 days to exercise its option to purchase.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: City Manager's Office, Planning Department

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, DDA, Main Street, and Planning Department

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$37,068.40
Cost of This Project Approval	\$37,068.40
Related Annual Operating Cost	\$0
Increased Revenue Expected/Year	\$0

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
		401-95.802-818.020-06C16	\$37,068.40
			\$
			\$
			\$
			\$
	<u>Other Funds</u>		\$
			\$
			\$
			\$

Budget Approval: _____

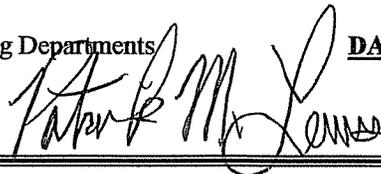
FACT SHEET PREPARED BY: Jeffrey Green, AICP

DATE: 4.2.08

REVIEWED BY: Patrick Lewis, P.E., Director of Planning & Engineering Departments

DATE: 4.2.08

COUNCIL MEETING DATE: April 7, 2008



Robart Associates Ltd.
Managed by
Steppingstone Properties Ltd
123 N. Ashley, Suite 208
Ann Arbor, MI 48104

March 28, 2008

Mr. George Brown
City Manager
City of Monroe
120 E. First St.
Monroe, MI 48161

Re: 22 W Front St., Monroe, MI

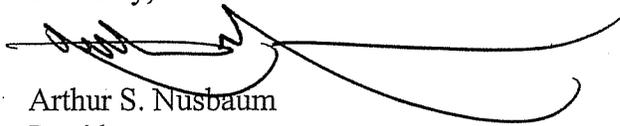
Dear Mr. Brown:

In accordance with our agreement of Sale dated April 21, 1997, and the Addendum thereto dated October 29, 1998, Purchaser hereby offers the above-referenced Property for sale to Seller per Sellers right of first refusal for the price of \$37,068.40, plus any allowable expenses that purchaser may incur until the closing of the Sale.

Seller has thirty (30) days from receipt of this notice to inform purchaser of its intention to exercise its right of first refusal.

Thank you for your attention to this matter.

Sincerely,



Arthur S. Nusbaum
President
Robart Associates Ltd

Cc: Jeffrey Green

RECEIVED

MAR 31 2008

CITY MANAGER'S OFFICE



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Purchase of Property

DISCUSSION: In April of 1997, the City of Monroe sold the property at 22 W. Front Street (formerly referred to as the Townsite Property or Valmassei's) to Steppingstone Properties, Ltd. The purchaser had indicated his interest in constructing an infill building in conjunction with the Crosswinds Communities development proposed for the Lauer-Finzel parking lot. The Crosswinds development failed to materialize, and the property at 22 W. Front has remained vacant. Arthur Nussbaum, president of Robart Associates Ltd. and Steppingstone Properties, has decided to sell the parcel.

In accordance with the terms of the 1997 sales agreement and subsequent addendum, the City of Monroe has the right of first refusal. The formula for calculating the asking price was established in the addendum and is "...\$25,000.00, plus actual costs related to maintenance and prospective development of the property, except taxes, assessments and insurance, such costs not to exceed \$20,000.00." Based upon this formula, Mr. Nussbaum is offering the property to the city of Monroe for \$37,068.40. City Administration, legal counsel, and city staff have reviewed the costs associated with maintenance and upkeep of property and determined that they meet the criteria established.

The Planning Department considers this parcel critical to the future development of the W. Front Street corridor and recommends that City Council exercise its option to purchase the property for \$37,068.40. The department further recommends that City Council authorize the Mayor or his designee to execute all necessary documents related to the purchase of this property. The funding source to be determined by the City Manager.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: April 7, 2008

REASON FOR DEADLINE: The city has 30 days to exercise its option to purchase.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: City Manager's Office, Planning Department

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, DDA, Main Street, and Planning Department

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$37,068.40
Cost of This Project Approval	\$37,068.40
Related Annual Operating Cost	\$0
Increased Revenue Expected/Year	\$0

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

Budget Approval: _____

FACT SHEET PREPARED BY: Jeffrey Green, AICP

DATE: 4.2.08

REVIEWED BY: Patrick Lewis, P.E., Director of Planning & Engineering Departments

DATE: 4.2.08

COUNCIL MEETING DATE: April 7, 2008



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM THE MARCH OF DIMES FOR PERMISSION TO DISPLAY A BANNER ACROSS EAST FRONT STREET FROM APRIL 1 - 28, 2008

DISCUSSION: The City received a request from the March of Dimes for permission to display a banner across East Front Street from April 1 – 28, 2008.

The request was sent to the various departments for their review and there were no objections. After Council approval, advance notification will be sent to MDOT.

Therefore, the City Manager recommends approval of the request.

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

COST AND REVENUE PROJECTIONS:

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: 4/1/08

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 4/7/08



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM GOOD CHOICE BOAT, BAIT & TACKLE RENTAL, INC. TO TRANSFER OWNERSHIP OF AN ESCROWED 2007 SDM LICENSED BUSINESS LOCATED AT 1509 E. FRONT ST., MONROE, MI FROM JOAN M. ROE & LEWIS M. ROE, SR.

DISCUSSION: The City received an application from Good Choice Boat, Bait & Tackle Rental to transfer ownership of an escrowed 2007 SDM licensed business located at 1509 E. Front Street, Monroe, MI from Joan & Lewis Roe, Sr.

The request was reviewed by the administrative staff and there were no objections. Inspections were conducted by the Police, Fire and Building Departments and there were no code violations.

Therefore, it is recommended, that City Council approve this requested transfer.

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: Fire, Clerk, Police, Attorney, Finance, Community Development, Building and City Manager

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City

Account Number

Amount

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

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office

DATE: 4/1/08

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 4/7/08



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Employment Agreement

DISCUSSION:

Request approval to re-employ Ms. Carol Evans on a part-time basis following her retirement on March 29, 2008. Please refer to the attached Employment Agreement and, in particular, Section 6 (a), Employee Benefits. Under this Section, Ms. Evans will continue to receive all of her retirement benefits, including retiree health care, following her retirement. In addition, she will receive \$20.94 per hour for services rendered to the City. However, she will not receive additional pension credits or any other standard employee benefits (i.e. vacation, holiday, sick, personal or any other insurance benefits.)

As part of the Voluntary Early Retirement Program offered to the COMEA Unit I union members, Ms. Evans elected to retire from the City of Monroe, effective March 29, 2008. Ms. Evans was employed with Department of Public Service as the secretarial/clerical assistant. The candidate who will replace Ms. Evans in this position will need some additional training, mentoring, and development to be able to fully perform the job. It is recommended and agreeable to the Director of Public Service to utilize the knowledge and expertise of Ms. Evans, who has over 34 years experience, on a part-time basis to provide these services to the City of Monroe.

The attached Agreement has been reviewed and approved by the City's Pension attorney.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: April 4, 2008

REASON FOR DEADLINE: Maintain continued services and training

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Peggy A. Howard/Human Resources Director

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

FINANCES

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: Peggy A. Howard, Director of Human Resources

DATE: 4/3/08

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: April 4, 2008

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made effective the _____ day of April, 2008, between the City of Monroe, a Municipal Corporation of the State of Michigan, hereinafter referred to as "City," and Carol Evans, hereinafter referred to as "Employee."

1. **Employment.** The City hereby employs and the Employee hereby accepts employment as Secretary/Clerical Assistant, upon and subject to the terms and conditions herein set forth. This Agreement shall commence _____, 2008, and shall continue for an indeterminate period until such time the Agreement is terminated by either party as provided in Section 7 below or by mutual agreement of the parties.

2. **Duties and Responsibilities.** The Employee will serve in the capacity of Secretary/Clerical Assistant under the direct supervision of the Director of Public Service. As a secretary/clerical assistant, Employee shall perform a number of clerical and administrative tasks in support of departmental operations. Responds to public inquiries, service requests and complaints, types correspondence, maintains files and records, and performs various financial and reporting tasks.

Employee shall perform her duties under this Agreement faithfully, diligently, and to the best of her abilities. Employee shall observe and comply with the rules, regulations, policies and directives of the City respecting the performance of the Employee's duties, as is consistent with City ordinances and the laws of the State of Michigan.

3. **Compensation.** For all services rendered by Employee under this Agreement, the City hereby agrees to pay Employee the sum of \$20.94 per hour, less required state and federal withholdings. Such payments shall be made in accordance with the City's regular bi-weekly payroll cycle.

4. **Hours of Work.** Employee will be required to typically work no more than 7.5 hours per day, five (5) days per week. Any additional hours must be pre-approved by the Director of Public Service.

5. **Residency.** The Employee shall establish her residency within twenty (20) miles of the City within one year of the date of her employment and maintain residency within that distance during the term of his employment with the City.

6. **Employee Benefits.**

(a) The Employee and the City agree that for purposes of all services rendered under this Agreement, Employee shall not be entitled to membership in the City Employees' Retirement System pursuant to §296.07 (b)(1) of the Codified Ordinances of the City of Monroe. Further, consistent with Section 296.14(b) of the Codified Ordinances of the City of Monroe, the Employee's retirement benefits shall not be suspended during the period of her employment with the City under this Agreement.

- (b) Employee shall be entitled to coverage under the Michigan Worker's Disability Act in accordance with its provisions.
 - (c) Except as otherwise expressly provided herein, the Employee shall not be entitled to medical, hospitalization, surgical, dental, life insurance, sick leave, vacation leave, personal leave or any other benefits from the City.
7. **Termination**. The Employee shall serve at the pleasure of the City and either party may terminate the employment relationship at any time, for any reason, with or without cause. For purposes of this provision, the term "cause" shall mean any of the following events: mutual consent of the parties; death of Employee; incapacity of Employee; conviction of a felony; any intentional act, omission of duty or conduct by Employee which has or may reasonably be expected to bring discredit or injury to the reputation of the City; willful misconduct; or any failure by Employee to comply with the established rules, regulations and policies of the City in rendering the services contracted for herein.
 8. **Headings**. The headings of the Sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
 9. **Notices**. Any notice required or permitted to be given under this Agreement shall be deemed properly given if in writing and hand-delivered to Employee or sent to Employee by certified mail at the address appearing in the records of the City, or hand-delivered to the City's Human Resources Director, or sent to the City's Human Resources Director by certified mail.
 10. **Entire Agreement**. This Agreement contains the entire agreement and understanding by and between the City and Employee with respect to the employment of the Employee, and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. No change or modification of this Agreement shall be valid or binding unless it is in writing and signed by the party intending to be bound.
 11. **Waiver of Breach**. No waiver of any provisions of this Agreement shall be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced. No valid waiver of any provision of this Agreement, at any time, shall be deemed a waiver of any other provision of this Agreement at such time or at any other time.
 12. **Invalidity**. If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid or unenforceable as written, such provision shall be reformed by the court to such extent as is necessary to make the provision enforceable. Any provision which cannot be so reformed shall be deemed severable and shall not affect the validity and enforceability of any other provision.
 13. **Assignment**. This Agreement and any of Employee's rights hereunder may not be assigned, transferred, or pledged by Employee, in whole or in part.
 14. **Governing Law**. In view of the fact that the City is a municipal corporation of the State of Michigan, it is understood and agreed that the construction and interpretation of this

Agreement shall, at all times and in all respects, be governed by the laws of the State of Michigan.

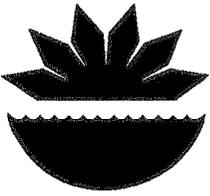
IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon this _____ day of April, 2008.

EMPLOYEE

CITY OF MONROE, MICHIGAN

Carol Evans

By: _____
Peggy A. Howard, Director of Human
Resources



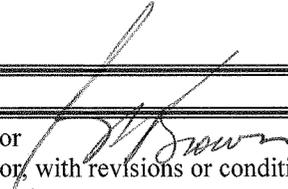
CITY COUNCIL AGENDA FACT SHEET

RELATING TO: RESOLUTION TO RECOGNIZE THE MERCY MEMORIAL HOSPITAL GUILD AS A NON-PROFIT ORGANIZATION

DISCUSSION: The City received a request from Mercy Memorial Hospital Guild President Colleen Nowak to be officially recognized as a non-profit entity in the Monroe community. Specifically the Hospital Guild is planning a raffle fundraiser on May 10th, 2008 and in order to qualify for a charitable gaming license, they must obtain a Resolution from the City Council recognizing them as a non-profit organization.

The proposed Resolution of official recognition is presented for your review and approval.

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

COST AND REVENUE PROJECTIONS:

Cost of Total Project \$

Cost of This Project Approval \$

Related Annual Operating Cost \$

Increased Revenue Expected/Year \$

SOURCE OF FUNDS:

City

Account Number

Amount

\$

\$

\$

\$

\$

Other Funds

\$

\$

\$

\$

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office

DATE: 4/1/08

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 4/7/08



Mercy Memorial Hospital Guild
718 North Macomb Street
Monroe, MI 48162
(734) 240-8934

April 3, 2008

Attention: Monroe City Council/Board

My name is Colleen Nowak I am currently the President of the Mercy Memorial Hospital .

We are planning a raffle fundraiser that requires me to obtain a gaming license. One of the items we need is a Local Governing Body of Resolution from our local council board that you recognize our organization as a non-profit organization operating in the community.

I am submitting a form to be filled out from the Charitable Gaming Division to be presented at your next council meeting. I have also attached a copy of our letter from the District Director of the IRS stating that we are exempt from Federal income tax under section 501c(3) of the Internal Revenue Code.

I will be in contact with Pat Weaver after your meeting to obtain the finalized form for our records and for the gaming commission.

Sincerely,

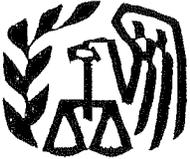
Colleen Nowak
Guild President
Hospital Board Member

RECEIVED

APR - 4 2008

MAYOR'S OFFICE

Affiliate of Mercy Memorial Hospital System



District Director
Internal Revenue Service

Date: AUG 27 1973 In reply refer to: DET:73-154
L-178 Code ~~20140~~:211:

▷ Mercy-Memorial Hospital Corporation
P. O. Box 67
Monroe, Michigan

Gentlemen:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 170(b)(1)(A)(iii).

You are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. You are not liable for the taxes imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes.

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

If your purposes, character, or method of operation is changed, you must let us know so we can consider the effect of the change on your exempt status. Also, you must inform us of all changes in your name or address.

If your gross receipts each year are normally more than \$5,000, you are required to file Form 990, Return of Organization Exempt From Income Tax, by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, for failure to file a return on time.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Please keep this determination letter in your permanent records.

Sincerely yours,

Thomas A. Cardoza
Thomas A. Cardoza
District Director

Form L-178 (Rev. 7-71)



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(9))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____,
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____.
APPROVAL/DISAPPROVAL

APPROVAL	DISAPPROVAL
Yeas: _____	Yeas: _____
Nays: _____	Nays: _____
Absent: _____	Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the _____ at a _____ meeting held on _____.
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.
 BSL-CG-1153(R10/06)