
RULE OF THE CHAMBER

Any person wishing to address City Council shall step up to the lectern, state their name and address in an audible tone of voice for the record, and unless further time is granted by the presiding officer, shall limit their address to **three (3) minutes**.

A person may not give up or relinquish all or a portion of their time to the person having the floor or another person in order to extend a person's time limit in addressing the Council.

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

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

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

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

The City of Monroe will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting/hearing upon one week's notice to the City Clerk/Treasurer. Individuals with disabilities requiring auxiliary aids or services should contact the City of Monroe by writing or calling: City of Monroe, City Clerk/Treasurer, 120 E. First St., Monroe, MI 48161, (734) 384-9138. The City of Monroe website address is www.monroemi.gov.

AGENDA - CITY COUNCIL REGULAR MEETING

MONDAY, JUNE 6, 2011

7:30 P.M.

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. PRESENTATION.

Presentation by Molly A Luempert-Coy, DTE Energy regarding the demolition of one of the two tall stacks at the Monroe Power Plant.

V. COUNCIL ACTION.

108 Communication from the Fire Chief, submitting Proposed Ordinance No. 11-006, an Ordinance to adopt the 2009 Edition of the International Fire Code.

Proposed Ordinance No. 11-006, up for its first reading and recommending that the public hearing and second reading be set for Monday, June 20, 2011.

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 Special Meeting held on Monday, May 16, 2011 and the minutes of the Regular Meeting held on Monday, May 16, 2011.

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

109 Wastewater Treatment Plant Fiscal Year 2011 – 2012 Chemicals / Sludge Hauling & Disposal Bids.

1. Communication from the Director of Water & Wastewater Utilities, reporting back on bids received for the Wastewater Treatment Plant Fiscal Year 2011 – 2012 Chemicals / Sludge Hauling & Disposal Requirements, and recommending that purchase orders be awarded to the following vendors for the estimated chemicals / sludge hauling and disposal requirements at the Wastewater Treatment Plant based on the bid unit prices: Liquid Ferric Chloride to PVS Technologies, Inc. for a total cost of

- \$16,120, Cationic Polymer to Polydine, Inc. for a total cost of \$66,150, Lime Fine Material to Carmeuse Lime Inc. for a total cost of \$8,844, WW Sludge Hauling to BCA Express for a total cost of \$137,953, and WW Sludge Disposal to Republic Services for a total cost of \$224,431.
2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.
- 110 Wastewater Department – Sanitary Sewer System Cleaning & Video Inspection Services – Additional Footage – Change Order.
1. Communication from the Director of Water & Wastewater Utilities, submitting a change order to the 2010 Wastewater Department Sanitary Sewer System Cleaning & Video Inspection Services for additional footage and recommending that a change order to the original purchase order be awarded to Robinson Pipe Cleaning Company out of Pittsburgh, PA for the additional costs resulting from the additional footage cleaned and video inspected in the amount of \$4,316.44.
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.
- 111 Water Treatment Plant Fiscal Year 2011-2012 Chemical Requirement Bids.
1. Communication from the Director of Water & Wastewater Utilities, reporting back on bids received for Liquid Aluminum Sulfate (Alum-Coagulant), Zinc Orthophosphate (1:1), Hydrofluosilic Acid 23% (Fluoride), Sodium Hypochlorite (Chlorine) and Liquid Oxygen for use at the Monroe Water Treatment Plant, and recommending that the Liquid Oxygen contract amendment be executed and for the Mayor and City Clerk-Treasurer be authorized to sign the contract on behalf of the City of Monroe and that purchase orders be awarded to the following vendors for the durations and estimated chemical requirements at the Water Treatment Plant based on the bid unit prices: Liquid Aluminum Sulfate to PVS Nolwood Chemicals for a total cost of \$167,200, Zinc Orthophosphate to Carus Corporation for a total cost of \$35,640, Fluoride to PVS Nolwood Chemicals for a total cost of \$23,800, Sodium Hypochlorite to JCI Jones Chemicals, Inc for a total cost of \$55,211.04, and Liquid Oxygen to Air Liquide Industrial for a total cost of \$23,837.
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.
- 112 South Monroe Street and Bacon Street water Main Replacement – Change Order.
1. Communication from the Director of Engineering & Public Services, submitting a change order to the South Monroe Street and Bacon Street Water Main Replacement program, and recommending that Council award a change order to the 2010-2011 Water Main Replacement Program, Group 1 to Salenbien Trucking & Excavating for the replacement of water main on Bacon Street in the amount of \$236,039.15 and that a total of \$260,000 be encumbered to include a 10% project contingency, and further recommending that Council award a change order to the 2010-2011 Water Main Replacement Program, Group 2 to C & D Hughes, Inc. for the replacement of water main on South Monroe Street from Jones Avenue to Front Street in the amount of \$452,005.28 and that a total of \$497,000 be encumbered to include a 10% project contingency, and further recommending that the Director of Engineering & Public Services be authorized to execute both change orders on behalf of the City of Monroe.
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.

- 113 Budget Amendment – Downtown Rental Rehab Program Grant.
1. Communication from the Finance Director, submitting a proposed budget amendment to the 2011 fiscal year budget and recommending that the Mayor and Council approve the Finance Director to amend the 2011 fiscal year budget for the addition of the Rental Rehabilitation Grant in the amount of \$163,900.
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.
- 114 DDA Downtown Parking Permit.
1. Communication from the Executive Director, Monroe/DDA, reporting back on the Downtown Parking Permit Program that will expire June 30, 2011, and recommending that City Council approve the attached documents for the Downtown Parking Permit Program and that various City and DDA staff be authorized to continue implementation of this program annually with minor revisions as appropriate.
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.
- 115 2011 River Raisin International Muster.
1. Communication from the City Manager's Office, submitting a request from the River Raisin International Fife and Drum Muster for permission to host the 2011 River Raisin International Muster on June 17 & 18, 2011, and recommending that City Council approve the request contingent upon items being met as outlined by the administration, and that the City Manger be granted authority to alter/amend the event due to health and/or safety reasons.
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.
- 116 Extending Moratorium on Growing, Sale and Dispensing of Medical Marihuana.
1. Communication from the Director of Economic & Community Development, submitting a proposed resolution to extend the moratorium on growing, sale and dispensing of medical marihuana, to allow additional time for the courts to rule on the pending cases related to the Michigan Medical Marihuana Act, MMMA, and for the state legislature to act on the proposed bills that would clarify permitted uses under the MMMA, and recommending that Council extend the moratorium on the submission or receipt of applications, and any and all City permits, licenses or approvals for the growing, sale or dispensing of medical marihuana within the City of Monroe in accordance with the attached resolution.
 2. Supporting documents.
 3. Accept, place on file and the resolution be adopted.
- 117 Police Command and Police Officer Ratification.
1. Communication from the Director of Human Resources, submitting the tentative agreement between the City of Monroe and the Command Officers Association of Michigan (COAM) and the Police Officers Association of Michigan (POAM), and recommending that Council approve the attached Letters of Understandings.
 2. Supporting documents.
 3. Accept, place on file and the recommendation be carried out.

118 Appointment of Thomas C. Moore as Director of Public Safety and post-retirement employment agreement.

1. Communication from the City Manager recommending that the Mayor and Council confirm and approve the appointment of Thomas C. Moore as Director of Public Safety and further recommending that the City retain the services of Thomas C. Moore as Director of Public Safety and Police Chief, following his retirement from regular City Employment, under the terms of the employment agreement attached and to authorize the City Manager to execute it on behalf of the City of Monroe.
2. Supporting documents.
3. Accept, place on file and the recommendation be carried out.

119 Post-retirement employment agreement with Joseph R. Mominee as Deputy Director of Public Safety.

1. Communication from the City Manager recommending that the City retain the services of Joseph R. Mominee as Deputy Director of Public Safety, following his retirement from regular City employment, under the terms of the employment agreement attached and to authorize the City Manager to execute it on behalf of the City of Monroe.
2. Supporting documents.
3. 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. QUARTERLY CLOSED EXECUTIVE SESSION TO DISCUSS PENDING LITIGATION.

XII. ADJOURNMENT.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Ordinance 11-006: An ordinance to adopt the 2009 International Fire Code

DISCUSSION: The proposed Ordinance is present for Mayor and Council's review and consideration. This ordinance repeals and replaces Chapter 345 of the City of Monroe Code and adopts the 2009 Edition of the International Fire Code.

This ordinance is placed on the agenda for its' first reading on Monday, June 6, 2011; with a public hearing, second reading and anticipated passage on Monday, June 20, 2011.

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: Joseph Mominee, Chief of Fire

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Fire Department.

FINANCES

<u>COST AND REVENUE PROJECTIONS:</u>	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: Joseph R. Mominee, Chief of Fire

DATE: 5/23/11

REVIEWED BY: Joseph R. Mominee, Chief of Fire

DATE: 5/23/11

COUNCIL MEETING DATE: Monday, June 6, 2011

ORDINANCE 11-006

1 An Ordinance of the City of Monroe repealing and replacing Chapter 345 of the Code of
2 the City of Monroe and adopting the 2009 Edition of the International Fire Code and providing
3 for the issuance of permits and collection of fees, therefore.

4 **THE CITY OF MONROE ORDAINS:**

5 SECTION 1. CHAPTER 345 OF THE CODE OF THE CITY OF MONROE IS
6 REPEALED AND REPLACED BY THE FOLLOWING:

7 **§ 345-1. 2009 Edition adoption; file and distribution copies.**

8 The International Fire Code, 2009 Edition, including Appendix Chapters B through J, as
9 published by the International Code Council, is hereby adopted as the Fire Code of the City of
10 Monroe. One complete copy of the 2009 Edition of the International Fire Code together with a
11 copy of this Ordinance shall be available for public use and inspection at the office of the Fire
12 Department in the Central Fire Station and at the Department of Building, Zoning, and
13 Environmental Compliance in the City Hall.

14 **§ 345-2. Amendments.**

15 The following sections are hereby amended and/or revised:

16 **Section 101.1.** Insert: “City of Monroe, Michigan”

17 **Section 108.** This Section is deleted and for it the following is substituted:

18 “APPEALS

19 Whenever the Chief of Fire, or his/her designee, disapproves of an application for
20 a permit required by this Code, or when it is claimed that the provisions of the
21 International Fire Code do not apply or that the true intent and meaning of the
22 International Fire Code had been misconstrued or wrongly interpreted, the applicant may

23 appeal from the decision of the Chief of Fire, or his/her designee, to the City Council of
24 the City of Monroe within 30 days of the date of the decision appealed.”

25 **Section 109.3.** This Section is deleted and for it the following is substituted

26 “**Violation Penalties.** Persons who shall violate a provision of this Code or fail to
27 comply with any of the requirements thereof or who shall erect, install, alter, repair, or do
28 work in violation of the approved construction documents or directive of the Chief of Fire
29 or his designee or of a permit or a certificate used under provisions of this Code, shall be
30 guilty of a misdemeanor, punishable by a fine of not more than \$500.00 or by
31 imprisonment not exceeding 90 days, or by both such fine and imprisonment. Each day
32 that a violation occurs or continues constitutes a separate offense and shall be subject to
33 the penalties or sanctions provided herein as a separate offense.”

34 **Section 111.4.** This Section is deleted and for it the following is substituted:

35 “**Failure to Comply.** Any person who shall continue any work after having been
36 served with a Stop-Work Order, except such work as that person is directed to perform to
37 remove a violation or unsafe condition, shall be guilty of a misdemeanor, punishable by a
38 fine of not more than \$500.00 or by imprisonment not exceeding 90 days, or by both such
39 fine and imprisonment. Each day that a violation occurs or continues constitutes a
40 separate offense and shall be subject to the penalties or sanctions provided herein as a
41 separate offense.”

42 **Section 307.** This Section is deleted and for it the following is substituted:

43 “**307.1. Open burning.** Except with the express approval of City Council and the
44 Chief of Fire, or his or her designee, open burning is prohibited within the City of
45 Monroe. Approval shall be in accordance with the guidelines established by the Chief of

46 Fire, which shall include a schedule of fees and costs as well as insurance and
47 indemnification requirements.

48 **307.2. Containers for Open Burning.** No person shall use, or possess with
49 intent to use, a container determined by the Chief of Fire, or his or her designee, to be for
50 open burning. Such container shall be removed from the premises at the direction of the
51 Chief of Fire or his/her designee.”

52 **Section 903.3.** This Section is deleted and for it the following is substituted:

53 **“Installation requirements.** Automatic sprinkler systems shall be designed and
54 installed in accordance with Sections 903.3.1 through 903.3.8.”

55 **Section 903.3.8** This Section is added as follows:

56 **“903.3.8 Approval and testing.** Automatic sprinkler systems shall be installed
57 by the owner or contractor of a building in the following manner:

- 58 (1) Submission of sprinkler plans to an approved independent agency
59 specializing in sprinkler plans for review for the purpose of analyzing the
60 design and capabilities of the system at the owner's or contractor's
61 expense;
- 62 (2) Submission of a technical opinion and written report to the Building
63 Official and the Chief of Fire, or his or her designee, for their review,
64 along with copies of the plan and specifications;
- 65 (3) Temporary permit issued upon joint approval of the Building Official and
66 the Chief of Fire or his or her designee;
- 67 (4) Required testing to be completed in the presence of the Chief of Fire or his
68 or her designee; and

69 (5) Final approval for use approved upon satisfactory testing results and the
70 satisfactory completion of any other conditions specified by the Building
71 Official and/or the Chief of Fire or his or her designee.

72 **Section 3308.2.** This Section is deleted and for it the following is substituted:

73 “**Permit Application.** Prior to issuing permits for fireworks display, plans for the
74 display, inspections of the display site, and demonstrations of the display operations shall
75 be approved by the Fire Chief of the City of Monroe or his/her designee.”

76 **§ 345-3. Establishment of limits of districts; restricted area.**

77 The limits referred to for the following districts in the International Fire Code shall be
78 based on state statute or regulation or, in the absence of state statute or regulation, nationally
79 recognized standards:

80 A. Storage of flammable or combustible liquids in outside aboveground tanks (Chapter 34).

81 B. Liquefied petroleum gases (Chapter 38).

82 C. Explosives and blasting agents (Chapter 33).

83 D. Compressed natural gas (Chapter 30).

84 **§ 345-5. Conflict of laws.**

85 A. In the event of a conflict between any of the provisions of the International Fire Code,
86 with Standards and Appendixes, as adopted in § 345-1, and a provision of any local
87 ordinance, resolution, rule or regulation, the local ordinance, resolution, rule or regulation
88 shall control.

89 B. In the event of a conflict between any of the provisions of such code, standards and
90 appendixes and a provision of any state law, rule or regulation, the state law, rule or
91 regulation shall control.

92 C. In the event of a conflict between any of the provisions of such code, standards and
93 appendixes and a provision of any other technical code adopted by reference by the City,
94 the stricter or higher standard shall control.

95 SECTION 2. REPEALER

96 That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

97 SECTION 3. SAVINGS CLAUSE.

98 All proceedings pending and all rights and liabilities existing, acquired or incurred under
99 the International Fire Code, 2006 Edition, as adopted by, Article I, of Chapter 345 of the Code of
100 the City of Monroe, at the time this ordinance takes effect are saved and may be consummated
101 according to the law in force when they are/were commenced.

102 SECTION 4. SEVERABILITY.

103 The various parts, portions, sections and clauses of this Ordinance are hereby declared to
104 be severable. If any part, sentence, paragraph, section, phrase or clause is adjudged
105 unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance
106 shall not be affected thereby.

107 SECTION 5. EFFECTIVE DATE.

108 This Ordinance shall become effective 20 days after its passage and publication.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: WASTEWATER TREATMENT PLANT FISCAL YEAR 2011 – 2012 CHEMICALS / SLUDGE HAULING & DISPOSAL REQUIREMENTS

DISCUSSION: Bids were received on June 5, 2009 for Cationic Polymer and Lime Fine Material and on June 11, 2010 for Liquid Ferric Chloride and Sludge Hauling at the Monroe Wastewater Treatment Plant. Prices were quoted firm for three (3) years with no price increase for all chemicals / hauling. On June 21, 2010, Monroe City Council approved a separate Special Waste Service Agreement (attached) and was thereafter executed in an effort to obtain the most cost effective wastewater sludge disposal operational prices. The sludge generated at the Monroe Wastewater Treatment Plant is considered non-hazardous waste, however it must be disposed of in a Type II landfill. The only landfill meeting this requirement located in Monroe County is the Vienna Junction Landfill and is currently where the sludge generated at the Monroe Wastewater Treatment Plant is being disposed of. The agreement is a three (3) year agreement in which a price increase for the disposal cost per ton is outlined for July 2011. The price increase is similar to past disposal cost increases and is in the range of market disposal costs. We are billed monthly from the landfill based on the sludge tonnage received.

Two other chemicals used at the Wastewater Treatment Plant are the chlorine system tablets and Sodium Bisulfite. Since the Wastewater Treatment Plant primarily uses ultraviolet to disinfect the wastewater effluent, the chlorine system is only used during flows in excess of 32 MGD or as a backup system. The Wastewater Treatment Plant has adequate inventory of chlorine tablets for the fiscal year. When the chlorine system is used, Sodium Bisulfite is required to dechlorinate the sewage effluent prior to being released into Lake Erie such that the Wastewater Plant also has adequate inventory for the fiscal year. If additional inventories of chlorine tablets or Sodium Bisulfite are needed during the fiscal year, the Wastewater Treatment Plant will obtain the necessary bids or quotes to make the purchase as required by the purchasing ordinance. It is anticipated that these chemicals will be used sparingly.

During the past year chemicals / services received from all vendors were received satisfactorily where we are confident they will perform for the upcoming fiscal year. Attached please find bid tabulations for all chemical and service bids received indicating the associated unit price for the fiscal year.

IT IS RECOMMENDED that the purchase orders be awarded to the following vendors for the estimated chemicals / sludge hauling and disposal requirements at the Wastewater Treatment Plant based on the bid unit prices:

CHEMICAL	VENDOR	UNIT PRICE	AMOUNT	ADDT'L FEES	COST
Liquid Ferric Chloride	PVS Technologies, Inc.	\$403.00/Ton	40 Tons+/-	None	\$ 16,120.00
Cationic Polymer	Polydine, Inc.	\$0.105/lb	630,000 lbs+/-	None	\$ 66,150.00
Lime Fine Material	Carmeuse Lime Inc.	\$147.40/Ton	60 Tons+/-	None	\$ 8,844.00
WW Sludge Hauling	BCA Express	\$13.40/ton	10,295 Tons+/-	None	\$137,953.00
WW Sludge Disposal	Republic Services	\$21.80/ton	10,295 Tons+/-	None	<u>\$224,431.00</u>
				TOTAL	\$453,498.00

CITY MANAGER RECOMMENDATION:

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

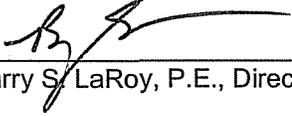
APPROVAL DEADLINE: July 1, 2011

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

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:


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

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 455,533.00
Cost of This Project Approval	\$ 453,498.00
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

City	Account Number	Amount
Ferric Chloride	59075527 752000	\$ 16,120.00
Cationic Polymer	59075527 752005	\$ 66,150.00
Line Fine Material	59075527 752010	\$ 8,844.00
WW Sludge Disposal	59075527 818050	\$ 362,384.00
TOTAL		\$ 453,498.00
<u>Other Funds</u>		

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** May 23, 2011

REVIEWED BY: _____ **DATE:** _____

COUNCIL MEETING DATE: June 6, 2011

BIDS RECEIVED LIST FOR LIQUID FERRIC CHLORIDE AT THE WASTEWATER PLANT. BID REQUESTS MAILED 5/25/10. BIDS DUE FRIDAY, JUNE 11, 2010.

PVS TECHNOLOGIES INC
10900 HARPER AVE
DETROIT MI 48213

BID AMOUNT

\$403.00/TN
\$16,120.00/1YR
(BID BOND)

7-1-10~6-30-13
BSL

ALEXANDER CHEMICAL CORP
2525 CABOT DR SUITE 201
LISLE IL 60532-3628

NO BID

KEMIRA WATER SOLUTIONS INC
3760 CANAL ST
E CHICAGO IN 46312

\$606/TN
\$24,240/1YR
\$72,720/3YRS
(BID BOND)

BIDDER'S LIST (DIRECT MAIL) FOR CATIONIC POLYMER AT THE
WASTEWATER TREATMENT PLANT. BIDS RECEIVED FRIDAY, JUNE 5, 2009.

	<u>BID AMOUNT</u>
POLYDYNE INC 1 CHEMICAL PLANT RD RICEBORO GA 31323	\$66,150.00 ✓ (BID BOND) \$ 0.105 / LB 7-1-09 ~ 6-30-12 BSL
GENERAL CHEMICAL CORP 90 E HALSEY RD PARSIPPANY NJ 07054-0393	NO BID
TIDEWATER PRODUCTS INC PO BOX 23181 TOLEDO OH 43623	\$99,990.00 (BID BOND)
BRENNTAG GREAT LAKES LLC 3900 44 TH ST SE KENTWOOD MI 49152	NO BID

BIDDER'S LIST (DIRECT MAIL) FOR LIME FINE MATERIAL AT THE
WASTEWATER TREATMENT PLANT. BIDS RECEIVED FRIDAY, JUNE 5, 2009.

BRENNTAG GREAT LAKES LLC
3900 44TH ST SE
KENTWOOD MI 49152

BID AMOUNT
NO BID

CARMEUSE
11 STANWIX ST 11TH FLOOR
PITTSBURGH PA 15222

\$30,954.00 ↗
(BID BOND)

BSL \$177.40/TON 7-1-09-6-30-12
BSL

BIDS RECEIVED LIST FOR SLUDGE DISPOSAL AT THE WASTEWATER TREATMENT PLANT. BID REQUESTS MAILED 5/25/10. BIDS DUE FRIDAY, JUNE 11, 2010.

	<u>BID AMOUNT</u>
S&L FERTILIZER 3145 YORK ST TOLEDO OH 43603 ATTN: TERRY PERRY	\$13.65/TON (CASHIER'S CHECK)
SYNAGRO 1800 BERINE DR, SUITE 1000 HOUSTON TX 77057 ATTN: KATHLEEN WRIGHT	NO BID
DISPOSAL MANAGEMENT 570 KIRTS BLVD SUITE 211 TROY MI 48084 ATTN: BOB RYAN	NO BID
BCA EXPRESS 3804 CEDAR POINT RD OREGON OH 43616	\$13.40/TON (CASHIER'S CHECK)
HAROLD CALDWELL 311 WASHINGTON ST MONROE MI 48161	NO BID
RED HORSE HAULING & GRIND TRUCKING 15529 BEERBOWER RD NEY OH 43549 ATTN: TIM GRINE	NO BID
SA SIDLE CONSTRUCTION INC 13136 STATE ROUTE 18 HOLGATE OH 43527 ATTN: SCOTT SIDLE	NO BID
HOMRICH INC 200 MATLIN RD CARLETON MI 48117 ATTN: JEFF RYDER	\$16.66/TON (BID BOND)
TRINITY ENVIRONMENTAL SOLUTIONS 615 GRISWOLD SUITE 1300 DETROIT MI 48226	\$110/TON (NO BID BOND)

←
7-1-10-6-30-13
BSL



SPECIAL WASTE SERVICE AGREEMENT
NON-HAZARDOUS WASTES

Special Waste Profile Number: L02Y52808

Generator Billing Information

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

Republic Waste Location (Company)

VIENNA JUNCTION LANDFILL
6233 HAGMAN RD.
ERIE, MI 48133

Project: MONROE WWTP County and State of Origin: MONROE

Additional Information:

- 1. Special Waste Service. Subject to the terms and conditions contained herein, the Company and the Generator agree to be legally bound hereby...
2. Acceptable Waste. Only those Special Wastes described in Paragraph 3 herein and in any Special Waste Profile(s) which number is identical to the contract number referenced above...

Table with 5 columns: Waste, Disposal Method, Disposal Rate, Fees / Taxes / Misc., Transportation. Row 1: WWTP SLUDGE, Landfill, \$20.96, INCLUDED, n/a

Handwritten notes: BSL, FY 11-12, \$21.80/TON

Additional Information: \$.25/ton increase from current rate with S & L Fertilizer reflects rate at inception of contract on July 1, 2010 and an \$.84/increase on July 1, 2011 and 5 % Increase on next subsequent years

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

Cannot Exceed Daily Volume of 50 tons Without Prior Approval of Company.

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

- 1)
2)

4. Term of Agreement. This Agreement is effective until 7/1/2013, commencing 7/1/2010 and shall automatically be renewed for a similar term thereafter unless either party shall give written notice (via certified mail) of termination to the other party at least thirty (30) days prior written notice.

THE COMPANY AND THE GENERATOR, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED HEREIN, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND ON THE REVERSE SIDE OF THIS DOCUMENT.

GENERATOR
Signature: Robert E Clark
Name and Title: Robert E Clark Mayor
Date: 6-22-2010

REPUBLIC SERVICES, INC/COMPANY
Signature: David Vossmer
Name and Title: DAVID VOSSMER /GM
Date: 6-25-10



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: WASTEWATER DEPARTMENT - SANITARY SEWER SYSTEM CLEANING & VIDEO INSPECTION SERVICES - ADDITIONAL FOOTAGE

DISCUSSION: On September 20, 2010 City Council awarded Sanitary Sewer System Cleaning and Video Inspection Services to Robinson Pipe Cleaning Company out of Pittsburgh, PA for \$87,568.80. Overall, a total of approximately 144,700 lineal feet of sanitary sewer was cleaned and video inspected as part of a Sewer System Evaluation Survey (SSES) on the entire sewer system. Wastewater staff completed over 88,200 lineal feet where assistance from Robinson Pipe Cleaning Company was required for the estimated 56,500 lineal feet remaining. A completion date of November 2010 was required so as to have adequate time to finalize the overall wet-weather facility / plan report by April 1, 2011.

All timelines were met and the overall wet-weather facility / plan report was submitted by the April 1, 2011 deadline. It was discovered during the project that the maps used to estimate the total footage were missing several sections of the sewer system where a total of 2,784.8 lineal feet was missing. Due to the short timeframe to complete the cleaning and video inspections the additional footage was verbally approved which in turn exceeded the awarded footage / amount to Robinson Pipe Cleaning Company. The total footage required to be cleaned and video inspected needed to be at least 10% of the total sewer system for the SSES such that this additional footage provided the footage to meet the requirement.

As you may recall, it is required by the Monroe Metropolitan Wastewater Treatment Plant (MMWTP) National Pollutant Discharge Elimination System (NPDES) permit and the Michigan Department of Environmental Quality that a SSES on the entire sanitary sewer collection system must be completed. The SSES includes flow monitoring, smoke testing, manhole inspection and video cleaning / inspection of the sanitary sewer collection system. Our NPDES permit has a schedule of compliance to complete the SSES and to provide the wet-weather facility / plan report by April 1, 2011. The NPDES permit also allows discharging from the MMWTP Wet Weather Clarifiers (wet-weather bypassing) only until November 2015. The schedule of compliance in the NPDES permit requires that the wet-weather facility and necessary collection system improvements be constructed / in service by October 2015 in accordance with the wet-weather facility plan / report.

The SSES is associated with the overall Wastewater System - Phase II Improvements. All costs associated with the improvements can be reimbursed via a State Revolving Fund Loan in a future project; however they must first be fronted by the City of Monroe Wastewater Fund. Adequate funding has been budgeted for this fiscal year 2010-2011 Capital Improvement Program project.

In accordance with the City of Monroe Purchasing Ordinance Amendment, since the original contract was awarded by City Council and the City Manager does not have the authority to increase the amount of a City Council awarded contract, the increase in contract cost for the additional footage cleaned and video inspected must be reviewed and approved by City Council.

IT IS RECOMMENDED that a change order to the original purchase order be awarded to Robinson Pipe Cleaning Company out of Pittsburgh, PA for the additional costs resulting from the additional footage cleaned and video inspected in the amount of \$ 4,316.44.

CITY MANAGER RECOMMENDATION:

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

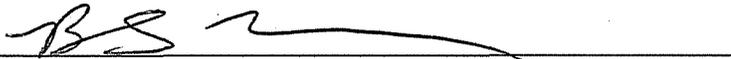
APPROVAL DEADLINE: ASAP

REASON FOR DEADLINE: Payoff contractor for cleaning and video inspection for additional work completed.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:


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

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

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$18,000,000.00
	Cost of This Project Approval	\$ 4,316.44
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	General Contract Services	59075527 818020 09Z03	\$ 4,316.44
	<u>Other Funds</u>		

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** May 23, 2011

REVIEWED BY: _____ **DATE:** _____

COUNCIL MEETING DATE: June 6, 2011

City of Monroe
120 East First Street
Monroe, MI 48161

<u>Work Area</u>	<u>Length (LFT) TV'd</u>	<u>Cost</u>
Monroe Township	27,379.5	\$42,438.23
<u>City of Monroe</u>	<u>31,901.3</u>	<u>\$49,447.02</u>
<i>Total Work</i>	59,280.8	\$91,885.24
<i>Amount Paid</i>		\$87,568.80
Purchase Order 000110079		\$87,568.80
<i>exceedance</i>		\$4,316.44
Total Balance Due		\$4,316.44



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REPORT BACK ON BIDS RECEIVED FOR THE WATER TREATMENT PLANT FISCAL YEAR 2011 – 2012 CHEMICAL REQUIREMENTS

DISCUSSION: Bids were received on May 27, 2011 for Liquid Aluminum Sulfate (Alum-Coagulant), Zinc Orthophosphate (Corrosion Inhibitor), Hydrofluosilic Acid 23% (Fluoride), Sodium Hypochlorite (Chlorine) and Liquid Oxygen for use at the Monroe Water Treatment Plant. The low bidder for the Liquid Oxygen requires a contract amendment to be executed on the current agreement for the one year quoted price. Attached please find bid tabulations for the chemical bids indicating the associated unit prices for the fiscal year. We have received chemicals from all vendors in the past and are confident that they will continue to perform satisfactorily.

Due to the market volatility with raw materials chemical prices continue to remain at a higher price. Since fiscal year 2002-2003, the chemical budget has risen over 268%. Chemical vendors continue indicate that market prices are extremely volatile due to the economic conditions and that the overall increase in price is attributable to the material and operating costs to produce the chemicals along with the fuel cost to deliver them. The Water Department has changed operations and chemical application to save on treatment costs and have reduced wastewater discharges so as to maintain the highest possible water quality at the least possible cost to our customers.

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

CHEMICAL	VENDOR	DURATION	UNIT PRICE	AMOUNT	COST
Liquid Aluminum Sulfate	PVS Nolwood Chemicals	1 Year	\$440.00/Ton	380Tons+/-	\$167,200.00
Zinc Orthophosphate (1:1)	Carus Corporation	1 Year	\$594.00/Ton	60 Tons+/-	\$35,640.00
Fluoride	PVS Nolwood Chemicals	1 Year	\$595.00/Ton	40 Tons+/-	\$23,800.00
Sodium Hypochlorite	JCI Jones Chemicals, Inc	1 Year	\$0.69/gal	80,016 Gals+/-	\$55,211.04
Liquid Oxygen	Air Liquide Industrial	1 Year	\$0.394/ccf	60,500ccf+/-	\$23,837.00
TOTAL					\$305,688.04

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: July 1, 2011

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

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:



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

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 342,725.00
Cost of This Project Approval	\$ 305,688.04
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

City	Account Number	Amount
Water Plant Chemicals	59140537 752000	\$ 291,877.00
Raw Wtr Prtnr Chemicals	59940521 752000	\$ 13,811.04
Total		\$ 305,688.04
<u>Other Funds</u>		

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** June 1, 2011

REVIEWED BY: _____ **DATE:** _____

COUNCIL MEETING DATE: June 6, 2011

**BIDS RECEIVED LIST FOR LIQUID ALUMINUM SULFATE FOR
THE WATER DEPARTMENT. BID REQUESTS MAILED 05/13/11.
BIDS DUE FRIDAY, MAY 27, 2011.**

	<u>BID AMOUNT</u>	
GENERAL CHEMICAL LLC 90 E HALSEY RD PO BOX 393 PARSIPPANY NJ 07054-0393 ATTN: KIM A BOYER	\$498/TON \$189,240.00 (BID BOND)	
UNIVAR USA 13395 S HURON RIVER DR ROMULUS MI 48174-3631	NO BID	
APPLIED SPECIALTIES 33555 PIN OAK PARKWAY AVON LAKE OH 44012	NO BID	
USALCO 1120 MIDDLE RIVER RD BALTIMORE MD 21220 ATTN: ANJA DOYLE	\$614.88/TON \$233,654.40 (BID BOND)	
PVS NOLWOOD 10900 HARPER AVE DETROIT MI 48213	\$440/TON \$167,200.00 (BID BOND)	←

**BIDS RECEIVED LIST FOR ZINC ORTHOPHOSPHATE
CORROSION INHIBITOR FOR THE WATER DEPARTMENT. BID
REQUESTS MAILED 05/13/11. BIDS DUE FRIDAY, MAY 27, 2011.**

	<u>BID AMOUNT</u>
CARUS CHEMICAL CO 315 FIFTH ST PO BOX 599 PERU IL 61354-0599	\$594/TON \$35,640.00 (BID BOND) ←
SHANNON CHEMICAL CORP PO BOX 376 MALVERN PA 19355 ATTN: DANIEL FLYNN	\$597.47/TON \$35,848.20 (OFFICIAL CHECK)
US AQUATECH PO BOX 491 COLUMBIA TN 38402-0491	NO BID
APPLIED SPECIALTIES 33555 PIN OAK PARKWAY AVON LAKE OH 44012	NO BID
AMERICAN WATER CHEMICALS INC 9203-A KING PALM DR TAMPA FL 33619	\$750/TON \$45,000.00 (OFFICIAL CHECK)

**BIDS RECEIVED LIST FOR HYDROFLUOSILICIC ACID FOR THE
WATER DEPARTMENT. BID REQUESTS MAILED 05/13/11. BIDS
DUE FRIDAY, MAY 27, 2011.**

	<u>BID AMOUNT</u>
SOLVAY FLUORIDES LLC 3333 RICHMOND AVE HOUSTON TX 77098	NO BID
ALEXANDER CHEMICAL CORP 1901 BUTTERFIELD RD SUITE 120 DOWNERS GROVE IL 60515	\$638.50/TON \$25,540.00 (BID BOND)
PVS NOLWOOD CHEMICALS INC 10900 HARPER AVE DETROIT MI 48213-3389	\$595/TON \$23,800.00 (BID BOND) ←
UNIVAR USA 17425 NORTHEAST UNION HILL RD REDMOND WA 98052	NO BID
KEY CHEMICAL INC 9503 DOVEWOOD PL WAXHAW NC 28173	\$695/TON \$27,800.00 (BID BOND)
PENNCO INC PO BOX 600 SAN FELIPE TX 77473	\$705/TON \$28,200.00 (BID BOND)
JCI JONES CHEMICALS INC 18000 PAYNE ST RIVERVIEW MI 48193	NO BID

**BIDS RECEIVED LIST FOR SODIUM HYPOCHLORITE FOR THE
WATER DEPARTMENT. BID REQUESTS MAILED 5/13/11. BIDS
DUE FRIDAY, MAY 27, 2011.**

	<u>BID AMOUNT</u>	
HAVILAND PRODUCTS CO 421 ANN ST NW GRAND RAPIDS MI 49504	NO BID	
JCI JONES CHEMICALS INC 18000 PAYNE ST RIVERVIEW MI 48193	\$.69/GAL \$55,211.04 (BID BOND)	←
ALEXANDER CHEMICAL CORP 1901 BUTTERFIELD RD SUITE 120 DOWNERS GROVE IL 60515	\$.95/GAL \$76,015.20 (BID BOND)	
PVS NOLWOOD CHEMICALS INC 10900 HARPER AVE DETROIT MI 48213-3389	\$.77/GAL \$61,612.32 (BID BOND)	
KA STEEL CHEMICALS INC 15185 MAIN ST LEMONT IL 60439	\$.75/GAL \$59,991.00 (CASHIER'S CHECK)	

BIDS RECEIVED LIST FOR LIQUID OXYGEN FOR THE WATER DEPARTMENT. BID REQUESTS MAILED 5/13/11. BIDS DUE FRIDAY, MAY 27, 2011.

	<u>BID AMOUNT</u>	
LINDE LLC 1 GREENWICH ST SUITE 200 STEWARTSVILLE NJ 08886	NO BID	
PRAXAIR INC 7000 HIGH GROVE BLVD BURR RIDGE IL 60527	NO BID	
AIR LIQUIDE 5220 EAST AVE COUNTRYSIDE IL 60525-3133 ATTN: AMY MERTZ	\$.00394/SCFT \$23,837.00 (BID BOND)	
BAKER'S GAS & WELDING 905 N DIXIE HWY MONROE MI 48162	\$.0042/SCFT \$25,410.00 (OFFICIAL CHECK)	



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: SOUTH MONROE STREET AND BACON STREET WATER MAIN REPLACEMENT – CHANGE ORDER AWARD

DISCUSSION: The City has been pursuing an extremely aggressive water main replacement program, and at the end of this 4-year program the city will have replaced or rehabilitated approximately 20 miles of water main. As some of the work locations were previously designed in early 2010, approximately 2 miles were combined for bidding, and on October 4, 2010, two separate contracts were awarded for the 2010-11 Water Main Replacement Program. Group 1, essentially all original areas north of the River, was awarded to Salenbien Trucking and Excavating of Dundee for \$627,918.50, and Group 2, the areas south of the River, was awarded to C & D Hughes of Charlotte, in the amount of \$688,387.00. It should be noted that these two companies were the only successful bidders for water main work for all of 2009 and 2010, and both have performed well in general. Like previous contracts, the 2010-11 Water Main Replacement Program includes language that provides for change orders to be added at the City's option, but if added, the contractors are required to hold their unit prices, with quotations given for any unique items that may be present on the new work locations.

In most years, with this volume of additional work following the original bid award, the Engineering Department would package the additional geographic locations for bidding as a new contract. However, since no other contractor besides those two on the 2010-11 Water Main Replacement Program was the lowest bidder on underground utility projects for more than two years, it is highly unlikely that another entity would be successful. Given the additional time and effort required from the Engineering staff, and the desire to keep the remaining projects on schedule for completion in Fall 2011, we have decided to recommend pursuing change orders instead of additional bidding for 2011. The Engineering Department had originally intended to distribute change orders on a relatively equal basis between the two contractors. However, in making four (4) change order awards at the May 2 meeting, the City Council expressed their preference to obtain the lowest possible pricing for each work division. To date, the following additional work has been awarded by the City Council for each contract:

Group 1 Contract – Salenbien Trucking & Excavating

<u>Project</u>	<u>Amount</u>	<u>Awarded</u>
Base Contract	\$627,918.50	October 4, 2010
Reisig Street Water Main Replacement – dead end to Kentucky Ct.	<u>\$103,467.15</u>	May 16, 2011
Total	<u>\$731,385.65</u>	

Group 2 Contract – C & D Hughes, Inc.

<u>Project</u>	<u>Amount</u>	<u>Awarded</u>
Base Contract	\$688,387.00	October 4, 2010
East Elm Avenue Water Main Replacement – Macomb to Baptiste	\$350,386.20	February 22, 2011
Maple Boulevard Water Main Replacement – Elm to Lorain	\$212,697.05	May 2, 2011
Riverview Avenue Water Main Replacement – Maywood to Cole	\$476,385.00	May 2, 2011
Almyra Avenue Water Main Replacement – Third to First	\$81,218.40	May 2, 2011
Almyra Avenue Sanitary Sewer Replacement – Third to First	\$114,418.50	May 2, 2011
<u>Sanitary Sewer Replacement – Elm Avenue at Riverview and Arbor</u>	<u>\$18,200.00</u>	May 2, 2011
Total	<u>\$1,941,692.15</u>	

The Engineering Department has now completed design work on the replacement of water main on Bacon Street (and its extension) from South Monroe Townsite to Eighth Street, and on South Monroe Street from Jones Avenue to Front Street. The South Monroe Street project was originally intended to be completed before the Jazz Festival on August 13-14, but at this point it appears unlikely that this will happen. As a result, we will direct the selected contractor to start installation at the south end, and if they have progressed far enough north to be an impediment to that weekend's activities, they will have to cease well in advance and secure the work area completely, including as much pavement replacement as possible. The same will hold true for the Monroe County Fair Parade on July 31, though it is likely that the effects will be minimal based on the fact that the contractor will likely be working in a section of the east parking lane only by that date.

(DISCUSSION CONTINUED NEXT PAGE)

These two projects represent essentially the last of the water main work planned for 2011, with the exception of the river crossing on South Monroe Street from Front Street to the north bank. Since the design and permitting have not yet been completed on that segment, it was felt that in order to move forward on the bulk of the South Monroe Street project, that this award should go forward as soon as possible, with the remaining portion to be awarded within the next month or so.

In order to ensure fairness between the two competing contractors, bid tabulation forms were presented to each that already included unit prices where they have been awarded either as a part of the original base contract or subsequent change orders, with blanks for items unique to this contract where a price was not awarded previously to the contractor in question. Bids were due at the same time, 3:00 P.M. on May 27 to ensure neither was aware of the other's unique item pricing, though as may be expected, both were well aware of the non-unique item pricing, as it was publicly available prior to bid opening. This was the same procedure that was used when the Reisig Street change order was considered, and essentially was the same process used to determine the award of the Riverview Avenue and Maple Avenue water main projects, though those quotations were not sealed and not necessarily opened at the same time, though they were kept secret until both were submitted.

This latest bid opening has yielded a very unusual circumstance. Apparently knowing from the existing unit prices for both contractors that it would be difficult to secure the lowest bid on either work location, Salenbien Trucking & Excavating offered what would ordinarily be considered to be an "unsolicited alternative" as described in Page A-4 of our typical bid specifications (attached). While our standard bid forms were not specifically included with the change order solicited, since they were included in the original contract they would essentially apply. This "unsolicited alternative" was that, in addition to quoting the unique items, they also quoted a deduction from the Furnish & Install 8" C-900 PVC Water Main pay item of \$10.00 per foot from their previously-awarded price for both locations. While the brief instructions given to each contractor by city staff did not specifically prohibit this action, it seems reasonable to assume that both bidders would hold their unit prices as is, and in fact Addendum #1 of the original contract (attached) more or less states this, though the intent in issuing this in September 2010 was to ensure contractors knew we expected them not to increase prices in the future, and we did not contemplate this unlikely situation. C & D Hughes did not offer such an alternative, but they have subsequently indicated that they felt this was not permitted, so they did not consider this in preparing their quotation. A summary of the submitted bid forms for both contractors have been attached for review.

For the South Monroe Street location, the low bid was received from C & D Hughes, Inc. in the amount of \$452,005.28. Despite a deduction of \$13,520.00 for the C-900 pipe, Salenbien Trucking & Excavating listed a total price of \$474,088.35. For the Bacon Street location, the low bid was received from Salenbien Trucking & Excavating in the amount of \$236,039.15, which included a \$26,832.00 deduction from their C-900 pipe price previously bid. C & D Hughes listed a total price of \$251,242.55, which would have been \$11,628.60 lower than Salenbien's quotation if the City were to disallow the unsolicited alternative. If the City Council wishes to continue the recent policy of awarding each additional work division to the lowest bid on the table of these two qualified contractors, the award should be made to Salenbien Trucking & Excavating for the Bacon Street location, and C & D Hughes for the South Monroe Street location. While there is some question of fairness in not allowing C & D Hughes the option of deducting pricing from their previous bid, at this point there is little that can be done to rectify this short of completely re-bidding all units. Based on the opinion of the City Attorney, the City can, but not necessarily must, reject unsolicited alternatives, and in this case the deduction clearly benefits the City. Also, awarding one work location to one contractor and one to the other is in keeping with the Engineering Department's original goal of balancing the work between contractors, which should serve to accelerate the work as much as possible. For the remaining work location (river crossing at Monroe Street), we will take steps to ensure that both contractors have the same opportunity to deduct from previous line items as well as quoting unique items.

IT IS RECOMMENDED that the City Council award a change order to the 2010-11 Water Main Replacement Program, Group 1 to Salenbien Trucking & Excavating for the replacement of water main on Bacon Street in the amount of \$236,039.15 and that a total of \$260,000 be encumbered to include a 10% project contingency. **IT IS FURTHER RECOMMENDED** that the City Council award a change order to the 2010-11 Water Main Replacement Program, Group 2 to C & D Hughes Inc. for the replacement of water main on South Monroe Street from Jones Avenue to Front Street in the amount of \$452,005.28 and that a total of \$497,000 be encumbered to include a 10% project contingency. **IT IS FURTHER RECOMMENDED** that the Director of Engineering and Public Services be authorized to execute both change orders on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: Contractors be able to begin work shortly. The City would like to complete all work on Monroe Street prior to the demolition of the Macomb Street bridge deck in Fall 2011, and the Road Commission is planning to resurface and chip seal Bacon Street this year, so they would like us to finish this project first.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

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

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$757,000*
	Cost of This Project Approval	\$757,000*
	Related Annual Operating Cost	\$N/A
	Increased Revenue Expected/Year	\$N/A

*Includes 10% contingency.

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	Water Dist. Impr. – Year 3	591-40.538-972.000 11W01	\$757,000

Other Funds

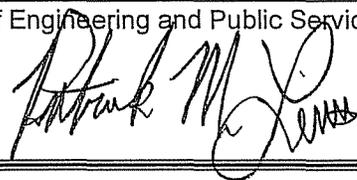
Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 06/01/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: June 6, 2011



BACON STREET WATER MAIN				SALENBIEN EXCAVATING	
ITEM NO.	DESCRIPTION	NO. OF UNITS	UNITS	UNIT PRICE	COST
1	R&D EXST'G. PAVEMENT	207.9	SYD	\$ 8.00	\$ 1,663.20
2	R&D SPOT CURB & GUTTER	173.5	LFT	\$ 4.00	\$ 694.00
5	R&D SIDEWALK	1068.3	SFT	\$ 1.00	\$ 1,068.30
6	R&D EXT'G. VALVE BOX	8.0	EA	\$ 100.00	\$ 800.00
12	R&D EXT'G 6" W.M.	102.5	LFT	\$ 3.00	\$ 307.50
16	R&D ROCK	20.0	CYD	\$ 1.00	\$ 20.00
19	CUT & CAP EXT'G 8" W.M.	10.0	EA	\$ 400.00	\$ 4,000.00
20	F&I 8" C-900 PVC WATER MAIN	2638.2	LFT	\$ 48.00	\$ 126,633.60
21	F&I 8" D.I. CL 52 POLYWRAPPED WATER MAIN	582.4	LFT	\$ 48.00	\$ 27,955.20
28	F&I 8" GATE VALVE & BOX	9.0	EA	\$ 1,100.00	\$ 9,900.00
31	F&I CLOSE SETTING HYD BRANCH COMPLETE	2.0	EA	\$ 3,000.00	\$ 6,000.00
32	F&I STANDARD SETTING HYD BRANCH COMPLETE	3.0	EA	\$ 3,000.00	\$ 9,000.00
33	F&I 8"X8"X6" D.I. TEE	5.0	EA	\$ 450.00	\$ 2,250.00
34	F&I 8"X8"X8" D.I. TEE	5.0	EA	\$ 800.00	\$ 4,000.00
41	F&I 8" 45 D.I. BEND AND THRUST BLOCK	14.0	EA	\$ 300.00	\$ 4,200.00
48	F&I 8"X6" D.I. REDUCER	4.0	EA	\$ 300.00	\$ 1,200.00
52	RECONNECT WATER SERVICE (SHORT)	37.0	EA	\$ 500.00	\$ 18,500.00
53	RECONNECT WATER SERVICE (LONG)	1.0	EA	\$ 800.00	\$ 800.00
54	REPLACE EXISTING WATER SERVICE (SHORT)	17.0	EA	\$ 600.00	\$ 10,200.00
58	F&I 1" CHLORINATING TAP	1.0	EA	\$ 100.00	\$ 100.00
59	F&I 4" CONCRETE SIDEWALK	1738.3	SFT	\$ 3.50	\$ 6,084.05
60	F&I 4" ADA CONCRETE SIDEWALK	58.3	SFT	\$ 8.00	\$ 466.40
61	F&I 6" CONCRETE PAVE. & APPROACH	55.3	SYD	\$ 35.00	\$ 1,935.50
63	F&I SPOT CURB & GUTTER	173.5	LFT	\$ 25.00	\$ 4,337.50
66	F&I BITUMINOUS HAND PATCH	59.0	TON	\$ 150.00	\$ 8,850.00
67	F&I CONTROL DENSITY BACKFILL	63.0	CYD	\$ 58.00	\$ 3,654.00
68	F & I 6" 21-A MDOT STONE (DRIVEWAYS)	263.2	SYD	\$ 8.00	\$ 2,105.60
86	REPLACE EXISTING WATER SERVICE (LONG)	8.0	EA	\$ 1.00	\$ 8.00
*	R&D EXT'G 8" W.M.	70.3	LFT	\$ 1.00	\$ 70.30
*	F&I MDOT 21-A STONE	25.0	TON	\$ 16.00	\$ 416.00
*	F&I 8" A.C./D.I. ADAPTER	1.0	EA	\$ 1,200.00	\$ 1,200.00
*	MAINTENANCE OF WATER MAIN TRENCH - BACON	1.0	LS	\$ 1.00	\$ 1.00
*	TRAFFIC CONTROL - BACON	1.0	LS	\$ 1.00	\$ 1.00
*	SITE RESTORATION - BACON	1.0	LS	\$ 4,000.00	\$ 4,000.00
20A	F&I 8" C-900 PVC WATER MAIN	2638.2	LFT	\$ (10.00)	\$ (26,382.00)
				CONSTRUCTION COST	\$ 236,039.15

BACON STREET WATER MAIN				C&D HUGHES, INC.	
ITEM NO.	DESCRIPTION	NO. OF UNITS	UNITS	UNIT PRICE	COST
1	R&D EXST'G. PAVEMENT	207.9	SYD	\$ 5.00	\$ 1,039.50
2	R&D SPOT CURB & GUTTER	173.5	LFT	\$ 6.00	\$ 1,041.00
5	R&D SIDEWALK	1068.3	SFT	\$ 1.00	\$ 1,068.30
6	R&D EXT'G. VALVE BOX	8.0	EA	\$ 250.00	\$ 2,000.00
12	R&D EXT'G 6" W.M.	102.5	LFT	\$ 25.00	\$ 2,562.50
16	R&D ROCK	20.0	CYD	\$ 50.00	\$ 1,000.00
19	CUT & CAP EXT'G 8" W.M.	10.0	EA	\$ 500.00	\$ 5,000.00
20	F&I 8" C-900 PVC WATER MAIN	2638.2	LFT	\$ 36.00	\$ 94,975.20
21	F&I 8" D.I. CL 52 POLYWRAPPED WATER MAIN	582.4	LFT	\$ 46.00	\$ 26,790.40
28	F&I 8" GATE VALVE & BOX	9.0	EA	\$ 1,200.00	\$ 10,800.00
31	F&I CLOSE SETTING HYD BRANCH COMPLETE	2.0	EA	\$ 2,800.00	\$ 5,600.00
32	F&I STANDARD SETTING HYD BRANCH COMPLETE	3.0	EA	\$ 2,800.00	\$ 8,400.00
33	F&I 8"X8"X6" D.I. TEE	5.0	EA	\$ 400.00	\$ 2,000.00
34	F&I 8"X8"X8" D.I. TEE	5.0	EA	\$ 400.00	\$ 2,000.00
41	F&I 8" 45 D.I. BEND AND THRUST BLOCK	14.0	EA	\$ 300.00	\$ 4,200.00
48	F&I 8"X6" D.I. REDUCER	4.0	EA	\$ 400.00	\$ 1,600.00
52	RECONNECT WATER SERVICE (SHORT)	37.0	EA	\$ 500.00	\$ 18,500.00
53	RECONNECT WATER SERVICE (LONG)	1.0	EA	\$ 1,200.00	\$ 1,200.00
54	REPLACE EXISTING WATER SERVICE (SHORT)	17.0	EA	\$ 600.00	\$ 10,200.00
58	F&I 1" CHLORINATING TAP	1.0	EA	\$ 250.00	\$ 250.00
59	F&I 4" CONCRETE SIDEWALK	1738.3	SFT	\$ 2.50	\$ 4,345.75
60	F&I 4" ADA CONCRETE SIDEWALK	58.3	SFT	\$ 8.00	\$ 466.40
61	F&I 6" CONCRETE PAVE. & APPROACH	55.3	SYD	\$ 30.00	\$ 1,659.00
63	F&I SPOT CURB & GUTTER	173.5	LFT	\$ 20.00	\$ 3,470.00
66	F&I BITUMINOUS HAND PATCH	59.0	TON	\$ 150.00	\$ 8,850.00
67	F&I CONTROL DENSITY BACKFILL	63.0	CYD	\$ 70.00	\$ 4,410.00
68	F & I 6" 21-A MDOT STONE (DRIVEWAYS)	263.2	SYD	\$ 15.00	\$ 3,948.00
101	R&D EXT'G 8" W.M.	70.3	LFT	\$ 25.00	\$ 1,757.50
102	F&I MDOT 21-A STONE	26.0	TON	\$ 8.00	\$ 208.00
106	F&I 8" A.C./D.I. ADAPTER	1.0	EA	\$ 2,500.00	\$ 2,500.00
107	REPLACE EXISTING WATER SERVICE (LONG)	8.0	EA	\$ 1,800.00	\$ 14,400.00
*	MAINTENANCE OF WATER MAIN TRENCH - BACON	1.0	LS	\$ 1.00	\$ 1.00
*	TRAFFIC CONTROL - BACON	1.0	LS	\$ 2,000.00	\$ 2,000.00
*	SITE RESTORATION - BACON	1.0	LS	\$ 3,000.00	\$ 3,000.00
				CONSTRUCTION COST	\$ 251,242.55

ADDENDUM NO. 1

2010-11 Water Main Replacement Program

City of Monroe
120 East First Street
Monroe, Michigan 48161
Bids Due: Monday, September 27, 2010 (Group 1)
Tuesday, September 28, 2010 (Group 2)
3:00 PM, Local Time, each group
(734) 384-9126
(734) 384-9108-fax

The Contract Documents identified by the title above are amended to include the supplemental information and instructions as listed below and attached to this addendum, which shall become an integral part of the Contract Documents.

- 1. As noted in the original contract documents, Page L-1, Section 3, *"All employees of Contractor and any subcontractors employed under this contract shall be subject to the Federal Davis-Bacon Act. Required minimum wage rates to be paid are attached as an appendix to this section, General Decision MI20080083, dated 08/13/10. Should these rates be superseded within 10 days of bid opening, an Addendum will be issued with the corrected rates to be paid. These rates shall be sequentially numbered, pages 1 through 22, and attached herein as an Appendix to this Division."***

As a result, on September 22, 2010, it was determined that the rates originally provided in the contract have indeed been superseded, by General Decision MI20080083, dated 09/03/10. This decision and date shall amend those originally included in the bidding documents, and shall govern for the duration of the contract. These rates consist of 22 pages, and are attached to this addendum.

- 2. In the Appendix to the contract documents, there are specifications entitled *"General Guidelines – Horizontal Directional Drilling (HDD) Installations of Ductile Iron Pipes"*. TR-Flex Pipe as manufactured by U.S. Pipe and all of its relevant fittings and appurtenances shall be an approved equal for all work.**
- 3. Additional Work – Bidders shall be made aware that the City of Monroe expects to undertake further water main replacement activities in 2011 that are not included in this contract. The City will consider adding project locations to either Group 1 or 2 in the future on recommendation to the City Council, or may choose to let a separate contract for this work as determined to be in its best interest. Should the City elect to consider adding work to this contract or contracts (if project is awarded by Group 1 and 2 separately), the low bidder will be expected to hold unit prices for same items, and the City will solicit a quotation for items unique to any new project areas.**
- 4. Under the City of Monroe's Metropolitan Separate Storm Sewer System (MS4) Permit, all employees of the prime Contractor and any on-site subcontractors are**

required to receive training in Best Management Procedures and other required topics to ensure that all construction activities are consistent with the terms of the City's permit (i.e. soil erosion control, prevention of illicit discharges to the storm sewer system, proper equipment maintenance, etc.). The City shall provide training, and this will generally consist of educational materials that must be reviewed by all relevant employees prior to job start. The Contractor will be required to sign a statement indicating that all employees have receive this training prior to the start of construction. It is expected that the materials will take approximately 2-3 hours to review per employee.

Issued by: City of Monroe
Engineering Department

Dated: September 23, 2010

Bidder's Name (Printed)

Date

Bidder's Signature

Bidder must sign, date, and insert this page in the front of the Contract Specifications book.

8. UNSOLICITED ALTERNATES:

No unsolicited alternates will be considered in awarding the Contract, and inclusion by the bidder of such alternates will be considered informal and the bid subject to rejection. Conditional bids will not be accepted.

9. LAWS AND REGULATIONS:

Bidders are notified that they should acquaint themselves with all applicable laws of the State of Michigan, and with the ordinances and regulations of the City of Monroe and of Monroe County where these authorities have jurisdiction over construction of the project. Such rules and regulations shall apply to the Contract throughout and will be deemed to be included in the Contract the same as though herein written out in full.

10. BID SECURITY:

Each bid must be accompanied by a certified check or bid bond in the amount of five percent (5%) of the total bid, payable to the City of Monroe, Michigan.

A single certified check or bid bond may serve to cover two or more alternate bids if submitted in an amount equal to five percent (5%) of the maximum alternate bid.

All bid deposits will be returned to bidders within ten days after execution of the Contract or, when all bids are rejected, within ten days after rejection.

11. POWER OF ATTORNEY:

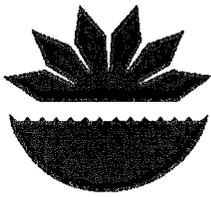
Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

12. AWARDING OF CONTRACT:

The Contract shall be awarded to the lowest qualified bidder based on the combination of unit prices and lump sum amounts as stated in the proposal. Where the City solicits bids by section, the right to award the Contract(s) by section to the low section bidder is reserved.

The City reserves the right to accept any proposal, to reject any or all proposals, and to waive any defect or irregularity in any proposal if it appears advantageous for the City to do so.

In particular, any alteration, erasure, interlineation, or omission in the Form of Contract or in the specifications which are attached hereto and made a part, specifically, of these instructions or of the Form of Proposal, shall render the accompanying proposal irregular and subject to rejection by the City. In case any explanations, additions or alterations are to be offered, they shall be indicated on separate sheets attached to the proposal form and referred to therein. Proposals which are clearly unbalanced will be considered as irregular and will be subject to rejection by the City.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Budget Amendment-Downtown Rental Rehab Program Grant

DISCUSSION: On April 20, 2009, the Mayor and City Council approved applying for a Rental Rehabilitation Grant from the Michigan State Housing Development Authority (MSHDA) in the approximate amount of \$150,000. I have attached the fact sheet related to the application approval. The Finance Department recently learned that the grant had been awarded, and it needs to be set up within the City budget. The grant amount that was awarded is \$163,900. No City funds are used related to the grant.

It is recommended that the Mayor and City Council approve the Finance Director to amend the 2011 fiscal year budget for the addition of the Rental Rehabilitation Grant in the amount of \$163,900.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: June 6, 2011

REASON FOR DEADLINE: Vendor Payments

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Edward Sell, Finance Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Community Development

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

Grant Fund-273-82.400-501.090

\$ 163,900

Grant Fund-273-65.735-955.000

\$ 163,900

\$ N/A

Budget Approval: 

FACT SHEET PREPARED BY: Edward Sell, Finance Director 

DATE: 5/31/2011

REVIEWED BY: 

DATE: 5-31-11

COUNCIL MEETING DATE: June 6, 2011



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: HOME Downtown Rental Rehab Program

DISCUSSION:

The City of Monroe Department of Planning and Recreation has investigated the Rental Rehab Program administered by the Michigan State Housing Development Authority (MSHDA). This program assists landlords in rehabilitating rental properties by paying up to 75% of rehabilitation costs up to a maximum of \$15,000 per unit. The department is proposing that the City of Monroe apply for Rental Rehab funds – in the amount of approximately \$150,000 - to start a rental rehab program downtown. If the City receives the requested funds, the cost of administering the program would be defrayed by a reimbursement of up to ten percent of each project's cost (i.e. \$1,500 per unit).

Participants in the program are required to rent to tenants who have an income that is 60% or less of the area median income (e.g. for a family of four, the income limit is \$42,180). In addition to this requirement, participants must establish rents that are less than or equal to the limits established by HUD and MSHDA annually (current rent for a two bedroom home is \$777 per month) and these rents cannot be raised for the first year after rehab has taken place. The requirements to rent to low income tenants and limit the rent of the rehabbed units are in effect for five years after rehab takes place. If these requirements are not met, the participating landlord must pay back the state funded portion of the project. After five years, the full loan is forgiven. Further requirements for the program are the continued maintenance of the rehabilitated units to both city and state standards with periodic inspections to ensure compliance.

MSHDA requires the program be targeted to a specific neighborhood that will see a noticeable and appreciable effect from the funds expended, as well as property owners interested in participating in the program. Staff is recommending the Central Business District (see attached map of proposed target area) as the area to best meet these goals as there is a significant rental population and an expressed interest from landlords willing to participate in the program.

It is recommended that the City Council authorize staff to apply for HOME Rental Rehab Program funding in the amount of approximately \$150,000; approve the attached resolution (following the April 20, 2009 public hearing); and authorize the Mayor and/or his designee to sign all necessary documents relating to the application.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: April 20, 2009

REASON FOR DEADLINE: State imposed deadline for program application

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Planning and Recreation

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Dept. of Planning and Engineering, Landlords, Renters, Downtown Development Authority

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 150,000
	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>	HOME Rental Rehab Program	\$ 150,000

Budget Approval: _____

FACT SHEET PREPARED BY: Matt Wallace, City Planner

DATE: April 15, 2009

REVIEWED BY: Jeffrey Green, AICP, Director of Planning and Recreation

DATE: April 15, 2009

COUNCIL MEETING DATE: April 20, 2009



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Downtown Parking Permit Program

DISCUSSION: The current Downtown Parking Permits will expire June 30, 2011. Overall, 45 parking permits were purchased out of the 75 that were available at a price of \$240.00 for a one year permit (prorated for the month in which the permit was purchased.) This is eight more permits than were sold during the trial period. If full time downtown employees were to feed the meters instead of buying a permit, it would cost roughly \$40.00/month (\$480.00/year).

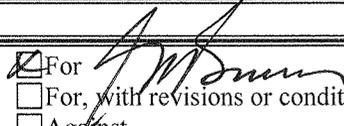
Parking enforcement staff maintains that most of the parking permits are used in the Eagle's (Macomb St.) and Veteran's (Front and Macomb St.) parking lots. The addition of parking permit use on one side of the First and Monroe Street parking lot was well received.

The City of Monroe Clerk's office administers the sale of the parking permit with payment being submitted to the City Treasurer. The Police Department currently enforces the use of the permits and the DDA facilitates changes to the program and collection and analysis of the research information submitted on the applications. The cost to purchase the hang tags comes out of the City's Parking Fund which is reflected in the \$200.00 expense below.

The DDA's Economic Restructuring Committee has reviewed the 2010-2011 Parking Permit Rules & Regulations and Application. While they made some minor logistical updates, no changes were made to the core of the program. In an effort to eliminate the need for annual submittal for the continuation of the parking permit program, the Committee made alterations to the valid dates for the permits. I have attached the drafts of the Rules & Regulations and Application that reflect the recommended changes which were approved by the DDA. It is the intent of the DDA that this program continue without the need for additional approval unless changes are made to the core of the program.

It is recommended that the City Council approve the attached documents for the Downtown Parking Permit Program and that various City and DDA staff be authorized to continue implementation of this program annually with minor revisions as appropriate.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: June 6, 2011

REASON FOR DEADLINE: The existing Downtown Parking Permits expire on June 30, 2011 and new hang tags need to be ordered.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Monroe Downtown Development Authority

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Monroe Downtown Development Authority, City of Monroe Police Department, City of Monroe Clerk's Office, current and potential users of the Downtown Parking Permit (business owners, property owners, employees, residents, etc.)

FINANCES

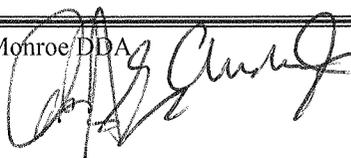
COST AND REVENUE PROJECTIONS:

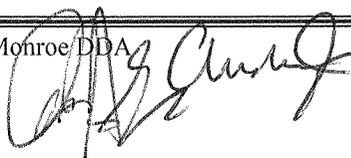
Cost of Total Project	\$200.00
Cost of This Project Approval	\$N/A
Related Annual Operating Cost	\$N/A
Increased Revenue Expected/Year	\$18,000 max*

*This amount would be the maximum that could be raised if 75 permits are sold in July, but does not account for the negative offset if vehicles that regularly park in metered spaces in these lots are diverted, due to lack of space, to lots or on-street spaces in areas where revenue is not generated (i.e. Lauer-Finzel parking lot).

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
		231-60.444-818.020	\$200.00
			\$
			\$
			\$
			\$
	<u>Other Funds</u>		\$
			\$
			\$
			\$

Budget Approval: 

FACT SHEET PREPARED BY: Andrea Jones, Executive Director, Monroe DDA  **DATE:** 5/25/11

REVIEWED BY: Richard F. Floraday, Jr., Chairperson, Monroe DDA  **DATE:** 5/26/11

COUNCIL MEETING DATE: June 6, 2011

DOWNTOWN MONROE PARKING PERMIT PROGRAM
 RULES AND REGULATIONS
 July 1-June 30

The Downtown Monroe Parking Permit is available for purchase by any interested party on a first come, first served basis and expires June 30.

The map on the reverse side of this page shows the free, metered and restricted parking lots in downtown. The table (below the map) lists the public parking lots with their cost, time duration and capacity. The Downtown Monroe Parking Permit can be used to park in downtown parking lots listed in the table (exclusions given below) and negates the need to feed meters or adhere to parking lot time limits. The following public parking lot areas have limited or no permit parking allowed:

- First & Monroe St.
 - Permit parking is **NOT PERMITTED** on the northern side of the parking lot that abuts First Street, but **IS PERMITTED** on the southern side of the parking lot that abuts the building of 110 South Monroe Street.
- City Hall
 - Permit parking is **NOT PERMITTED** in any portion of this parking lot.

Prohibited parking lot areas are marked on the map with the  symbol. The parking permit can only be used in parking lots and cannot be used for on-street parking.

The Downtown Monroe Parking Permit is not registered to a specific vehicle. Permits can be used in any car but must be visibly hung on the car's rear view mirror in order to be exempt from parking lot meter and time limit regulations. All cars, including those with permits, are still required to obey the 48-hour parking time limit ordinance (a car cannot be parking in the same parking space for more than 48-hours.) Parking permits are not replaceable if lost.

Cost by permit application date:

July - \$240	January - \$120
August - \$220	February - \$100
September - \$200	March - \$80
October - \$180	April - \$60
November - \$160	May - \$40
December - \$140	June - \$20

The cost of the parking permit is prorated by the month. Monthly permits are not available.

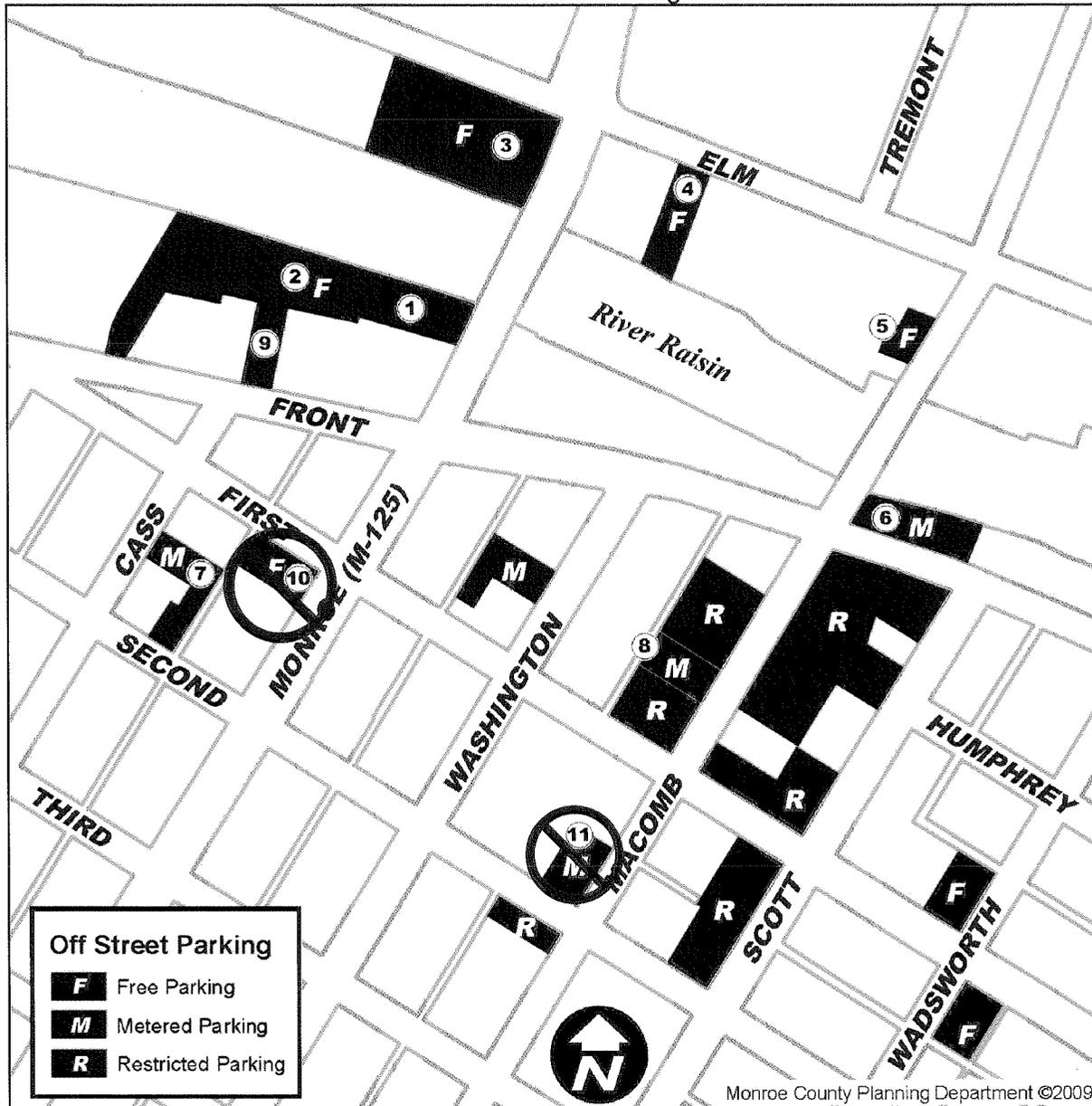
Contact Information for the Downtown Monroe Parking Permit:

Administration & Availability: City of Monroe Clerk's Office, 734-384-9138

Enforcement: City of Monroe Police Department, 734-243-7521

Research: Monroe Downtown Development Authority, 734-384-9172

Downtown Monroe Parking Lots



Monroe County Planning Department ©2009

Downtown Monroe Public Parking Lots

Name	Location	Cost	Time Duration	Capacity (spaces)
1. United Way	West of Monroe St., South of the River Raisin	Free	Long Term	50
2. Lauer-Finzel	West of the United Way parking lot	Free	Long Term	145
3. St. Mary's	West of Monroe St., North of the River Raisin	Free	Long Term	145
4. E. Elm Ave.	East of Monroe St., North of the River Raisin	Free	Long Term	58
5. N. Macomb St.	West of Macomb St., North of the River Raisin	Free	Long Term	22
6. Veteran's	East of Macomb St., South of the River Raisin	Meter	10-Hour	35
7. Cass St.	East of Cass St., South of First St.	Meter	10-Hour	28
8. Eagle's (S. Macomb St.)	West of Macomb St., North of First St.	Meter	2 & 10-Hour	29
9. Weipert (W. Front St.)	Access from Lauer Finzel, north of Front St.	Free	2-Hour & Long Term	27
PARKING PERMIT PROHIBITED:				
10. First and Monroe St. (prohibited on north side only)	West of Monroe St., South of First St.	Free	1-Hour	30
11. City Hall	West of Macomb St., North of Second St.	Meter	1-Hour	30

APPLICATION FOR DOWNTOWN MONROE PARKING PERMIT

Valid July 1-June 30

Permit Number _____ Permit Application Date _____

Name _____

Street Address _____

City _____ State _____ Zip Code _____

Email Address _____ Phone _____

Research Questions:

Do you live Downtown? Yes No

Do you volunteer Downtown? Yes No

If yes, Organization Name & Address _____

Do you work Downtown? Yes No

If yes, Work Name & Address _____

Where do you currently park (check all that apply)?

- 1. United Way Lot (south of River Raisin, west of Monroe St.)
- 2. Lauer Finzel Lot (south of River Raisin, west of Monroe St.)
- 3. St. Mary's Lot (north of River Raisin, west of Monroe St.)
- 4. E. Elm Ave. Lot (east of Monroe St.)
- 5. N. Macomb St. Lot
- 6. Veteran's Lot (Macomb & Front St.)
- 7. Cass St. Lot (at Second St.)
- 8. Eagle's Lot (S. Macomb St.)
- 9. Weipert Lot (W. Front St.)
- 10. First and Monroe St. Lot
- 11. City Hall Lot
- On-Street Parking
- Other: _____

In which time restricted/metered parking lot do you prefer to primarily park?

- 6. Veteran's (Macomb & Front St.)
- 7. Cass St.
- 8. Eagle's (S. Macomb St.)
- 9. Weipert (W. Front St.)
- 10. First and Monroe St. Lot

Which days of the week do you typically park downtown?

- Sunday Monday Tuesday Wednesday Thursday Friday Saturday

What time(s) of day do you park downtown? Morning Afternoon Evening Overnight

Have you previously purchased/owned a Downtown Parking Permit? Yes No

Cost by permit application date:

July - \$240
August - \$220
September - \$200
October - \$180

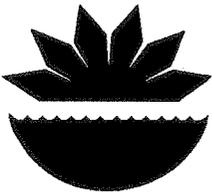
November - \$160
December - \$140
January - \$120
February - \$100

Monthly permits are not available

March - \$80
April - \$60
May - \$40
June - \$20

I have received and understand the Downtown Monroe Parking Permit Program Rules and Regulations which includes information about downtown parking lots and locations where permit parking is available and prohibited. I understand that the parking permit being issued expires June 30.

Signature of Applicant



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM THE RIVER RAISIN BATTLEFIELD VISITOR CENTER TO HOST THE 2011 RIVER RAISIN INTERNATIONAL MUSTER

DISCUSSION:

The City received a request from the River Raisin Battlefield Visitor Center for permission to host the 2011 River Raisin International Muster on June 17 & 18, 2011. Specifically the request is to hold a Tattoo (concert) on Friday evening, June 17, in Loranger Square from 7:00 – 9:00 p.m., a parade and muster on June 18, and to waive the fees.

The parade route would travel from Memorial Place on the corner of Seventh and South Monroe Streets and require street closures along the route (Monroe Street from 7th Street to Front Street ending at Loranger Square).

The request is being reviewed by the administrative staff. As this has become an annual event, we expect that there will be no objections to the request subject to insurance requirements being met and a parade permit. After City Council approval, advance notification will be sent to MDOT.

The proposed parade route is the same route as last year and will begin at Memorial Place so the fife and drum corps may place a wreath at the Monument in remembrance of those who served during the battle of 1812, as well as anticipation of the 2012 National Fife and Drum Muster.

Staffing of the parade involves 8 police officers, including one supervisor, with a minimum pay of two hours each for an estimated cost of \$645.00. DPS estimates staff costs to be \$1,000 for the event.

It is also suggested that the River Raisin Battlefield Visitor Center contact the County Purchasing Department to reserve the pavilion.

This event is identified in the City's Special Event Fee Waiver Policy and the City Manager is given authority to make a final decision on fees and/or cost sharing.

Therefore, it is recommended, that City Council approve the request contingent upon items being met as outlined by the administration, and that the City Manager be granted authority to alter/amend the event due to health and/or safety reasons.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION:

For

Against

REASON AGAINST:

INITIATED BY: City Manager's Office

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

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City

Account Number

Amount

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

Other Funds

Budget Approval: _____

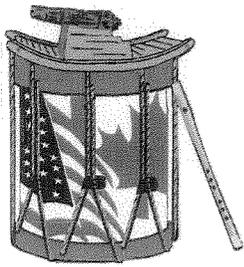
FACT SHEET PREPARED BY: City Manager's Office

DATE: 6/1/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 6/6/11



River Raisin International Muster

126 South Monroe Street • Monroe, Michigan 48162
Telephone: (734) 240-7780 • Email: stlonsdale@hotmail.com

A BICENTENNIAL WAR OF 1812 EVENT

June 1st, 2011

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

Dear Mayor Clark and City Council,

The War of 1812 Bicentennial Committee is currently in the planning stages of the 2011 River Raisin International Muster which will take place on Friday June 17th and Saturday June 18th. This event, the largest of it's kind west of the Appalachian Mountains, is sponsored by the Monroe County Historical Society, War of 1812 Bicentennial Committee, and Mainstreet Monroe Downtown Development Authority.

The Muster will begin with the Friday night Tattoo in Loranger Square. The Tattoo allows the host musical unit, the First Michigan Colonial Fife and Drum Corps, together with the featured corps for that year, an extended concert of about 40 minutes. The Tattoo is narrated to explain the historical significance of the uniforms and music. The Tattoo will start at 7:00p.m. and will conclude by 9:00p.m.

The Muster will begin Saturday festivities with a parade of fife and drum corps through downtown starting at 11 a.m. The parade line-up will take place at Memorial Place on the corner of Seventh Street and South Monroe Street. The parade route will follow Monroe Street from Memorial Place to Front Street then make a right onto Front Street following it to Washington Street make a right onto Washington St. and continue to Loranger Square. This year we have extended the parade route so that the fife and drum corps may place a wreath in remembrance of those who served here at Memorial Place. We have also done this in anticipation of the 2012 muster. If you approve this parade request I will secure a parade permit from the police department within two weeks of the approval.

The muster will commence immediately following the end of the parade. This year we again ask that the Saturday Muster take place in Loranger Square, this site has set us apart from other fife and drum musters and is a true asset to the community. The muster will start immediately following the parade about 11:30a.m. and will be over at the latest at 4:30p.m. We were also hoping that you would be willing to waive any fees associated with this application.

The Muster would again like to obtain permission to close the streets at Loranger Square to afford the fife and drum corps a place to conduct their concerts. On Friday night, the road closure would start at 6:30p.m. and will run no later than 9:00p.m. Saturday's road closure will last from 11:00am and end no later than 4:30p.m. Washington Street as well as First Street east will be closed at the crosswalks located

River Raisin International Muster
A BICENTENNIAL WAR OF 1812 EVENT

closest to the bricked square. First Street approaching Loranger Square from the west will be closed at Monroe Street, as it is a one-way street heading in the direction of the square.

The River Raisin International Muster is also pleased to announce that it has been chosen by the Executive Board of the Company Fifers and Drummers based in Ivoryton, CT to host the 2012 National Fife and Drum Muster. The National Muster will take place on June 22nd and 23rd 2012 with an anticipated 60 fife and drum corps in attendance. If you have any questions feel free to contact me at 313-702-8008 or by email stlonsdale@hotmail.com. Thank you for your time and consideration.
Sincerely,

Scott Lonsdale
Program Coordinator, The River Raisin International Fife and Drum Muster

RECEIVED
JUN - 1 2011
MAYOR'S OFFICE



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Extending Moratorium on Growing, Sale and Dispensing of Medical Marihuana

DISCUSSION: Despite the fact that the Michigan Medical Marihuana Act (MMMA) was passed in late 2008 and became effective in mid-2009, there remains great uncertainty regarding the legality of various activities related to the growing, sale and dispensing of medical marihuana. Numerous communities have proceeded with adopting zoning and police-power ordinances in an attempt to fill in the extensive gaps and ambiguities in the State legislation. However, several of these ordinances have been challenged in the courts and the issues related to acceptable and appropriate local controls for medical marihuana remains unclear. Additionally, there has been new legislation introduced that attempts to clarify some issues that have arisen since the MMMA was first passed. The City of Monroe planning staff and Citizens Planning Commission (CPC) have taken on the challenge of monitoring the current litigation, reviewing the new legislation, and analyzing the guidance documents from municipal attorneys, the prosecuting attorneys association, and other state-wide organizations in an attempt to provide the best recommendation to City Council. Based on the fact that many of the court challenges are still pending and the new legislation is still incomplete, the CPC has recommended extending the current moratorium on growing, sale and dispensing of medical marihuana an additional 180 days.

The City planning staff and the CPC remain proactive in addressing this issue, and have formed a sub-committee that meets monthly to review the status of the court cases and state legislation. The sub-committee last met on May 4 and will meet again on June 1, 2011. The sub-committee reviewed the key court cases currently pending including *Lott vs. City of Livonia*, *City of Birmingham*, and *City of Beverly Hills* (Wayne Co.), *State of Michigan vs. McQueen, et. al.* (Isabella Co.), and *State of Michigan vs. Redden* (Oakland Co.). In the "Lott" case, the ACLU has filed a suit on behalf of Mr. Lott, challenging the legality of the City of Livonia's and other community ordinances that prohibit any activities that are contrary to federal law. Federal law still regulates marihuana as a Schedule 1 drug and does NOT provide for any exemption for medical uses. In Isabella Co., the prosecutor requested an injunction closing down a "compassion club" operated by Mr. McQueen, which has since been appealed to the Michigan Court of Appeals. The key issue in this case is if the MMMA allows patient to patient transfers of any kind. In the "Redden" case, there is a question of whether or not the state law protects anyone but officially registered patients and associated caregivers from prosecution.

There are several pending legislative actions that will hopefully clarify what is and what is NOT allowed under the MMMA. Senate Bill 17 of 2011 would prohibit marihuana bars and clubs, House Bill 4661 would prohibit medical marihuana establishments within 500 ft. church or school, and another bill would provide law enforcement access to the registry maintained by the Michigan Department of Community Health. City staff and the CPC are also investigating recent contradictions in how the federal law enforcement agencies have approached state laws regarding medical marihuana. Legislation in Washington State that provided for licensing of medical marihuana dispensaries was recently vetoed by the governor after the US Attorney indicated anyone, including state employees, could be prosecuted for assisting in the establishment of medical marihuana facilities.

Therefore, to allow additional time for the courts to rule on the pending cases related to the MMMA and for the state legislature to act on the proposed bills that would clarify permitted uses under the MMMA; the Department of Economic and Community Development recommends extending the moratorium on the submission or receipt of applications, and any and all City permits, licenses or approvals for the growing, sale or dispensing of medical marihuana within the City of Monroe in accordance with the attached resolution.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: June 20, 2011

REASON FOR DEADLINE: Current Moratorium Expires July 4, 2011

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: Dan Swallow, Dir. of Economic and Community Development

DATE: 05/31/11

REVIEWED BY: George Brown, City Manager



DATE:

COUNCIL MEETING DATE: June 6, 2011

**CITY OF MONROE
RESOLUTION**

**Extending the Moratorium on the Submission or Receipt of Applications, and any
and all City Permits, Licenses or Approvals for the Growing, Sale or Dispensing
of Medical Marihuana**

WHEREAS, on December 4, 2008 the Michigan Medical Marihuana Act (MCL 333.2641 et. seq.) took effect, exempting seriously ill patients and their primary caregivers from criminal liability for possession and cultivation of marihuana for medical purposes; and

WHEREAS, there have been reports from around the State of Michigan of increasing numbers of dispensaries, compassion clubs and home-based businesses for the growing, sale and distribution of medical marihuana; and

WHEREAS, neither the Michigan Medical Marihuana Act nor the administrative rules authorize or regulate dispensaries, compassion clubs and home-based businesses; and

WHEREAS, the operation of medical marihuana dispensaries, compassion clubs and home-based businesses may constitute unique threats to public health, safety and welfare; and

WHEREAS, allowing the growing, sale or dispensing of medical marihuana prior to the amendment of the City of Monroe Zoning Ordinance or Code of Ordinances would be contrary to the goals of the City Comprehensive Plan; and

WHEREAS, it is within the legal rights of the City of Monroe to establish reasonable regulations to control the growing and dispensing of medical marihuana in order to protect the public health, safety and welfare in a manner consistent with the Michigan Medical Marihuana Act; and

WHEREAS, imposing a moratorium, on a limited temporary basis is reasonable and necessary in order to allow time for review of and potential amendments to the City of Monroe's ordinances; and

WHEREAS, the City Council established a moratorium on the submission or receipt of applications, and any and all City permits, licenses or approvals for the sale or dispensing of medical marihuana within the City of Monroe for a period of one hundred eighty (180) days at their regular meeting held on January 4, 2011 (R 11-001); and

WHEREAS, City staff has completed significant investigations and research into the provisions of the Michigan Medical Marihuana Act and reviewed potential regulations pertaining to medical marihuana facilities. Further, the Citizens Planning Commission has established a sub-committee to evaluate the various ordinance and licensing options available to the City and has recommended extending the moratorium an additional one hundred eighty (180) days.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Monroe hereby extends the moratorium on the submission or receipt of applications, and any and all City permits, licenses or approvals for the growing, sale or dispensing of medical marihuana within the City of Monroe; and that during the moratorium dispensaries, compassion clubs and home-based businesses for the growing, sale or distribution of medical marihuana shall not be permitted in the City.

BE IT FURTHER RESOLVED, the moratorium imposed by this resolution shall remain in effect for one hundred eighty (180) days following the adoption date of this resolution or until amendments to the City of Monroe ordinances become effective, whichever comes first.

Motion:

Seconded by:

Ayes: Nays: Absent:

Motion

I, Charles D. Evans, City Clerk-Treasurer of the City of Monroe, State of Michigan, do hereby certify that the foregoing resolution is an exact copy of a Resolution adopted by the City Council of said City, at a regular meeting thereof held on the ____ day of _____, 2011.

Charles D. Evans
City Clerk-Treasurer

Agenda

Citizens Planning Commission

Wednesday, April 6, 2011

Regular Meeting – 7:00 p.m.

City Council Chambers

1. Roll Call
2. Pledge of Allegiance
3. Consent Agenda *Action Requested*
 - A. Approval of Agenda
 - B. Minutes – March 2, 2011, Regular Meeting; March 30, 2011, Medical Marihuana Work Session
4. Case Reviews
 - None
5. Public Hearing
 - None
6. New Business *Action Requested (Recommendation to Council)*
 - Case # M 11-001 – Amendment to Chapter 1269, Article 1269.27, *Television Satellite Antennas*. The proposed amendment would change the title, add language allowing commercial and temporary satellite dishes and antennas to be located in various zoning districts within the city, as well as providing requirements for siting antennas within these districts.
 - Staff Report
 - Public Hearing
 - Discussion
 - Commission Action
 - Case # M 11-002 – Amendment to Chapter 1263, Article 1263.13, *C-1, Local Commercial District*. The proposed amendment would add language allowing churches, temples, and other places of worship in the C-1, Local Commercial District, as Special Uses. The proposed amendment would also remove language regarding accessory reception antennas in the C-1, Local Commercial District (Article 1269.27, *Television Satellite Antennas*).
 - Staff Report
 - Public Hearing

- Discussion
- Commission Action

7. Old Business *Action Requested (Recommendation to Council)*
 - Medical Marihuana Moratorium – Current status and future recommendations
8. ASPR Committee
 - Case # AD 11-013 – Gerdau Macsteel, 3000 E. Front Street; Facility Expansion/ Interior Improvements
9. Communications
 - Planning Case Log – March 30, 2011
10. Commissioner Comments
11. Staff Comments
12. Public Comment
13. Planning-Related Articles
 - *Communities Hash Out Medical Pot Law.*
www.theoaklandpress.com. 21 March 2011.
 - *Urban Gardening and Green Economy Flourish in Detroit.*
www.alternet.org/environment. 20 March 2011.
 - *Zoning Code Changes for Churches in Business District Tabled, Legality of Ordinance Questioned.*
www.waukesha.patch.com. 10 February 2011.
14. Adjournment

RULE OF THE CHAMBER

Any person desiring to address the Monroe Citizens Planning Commission shall come to the front of the chamber. Before any comment, they will please state their name and address. The City of Monroe will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting/public hearing upon one week's notice to the Planning Department. Individuals with disabilities requiring auxiliary aids or services should contact the City of Monroe by letter, telephone, or email at: City of Monroe, Department of Economic & Community Development, 120 E. First St., Monroe, MI 48161, (734) 243-0700 or (734) 243-2338 TDD, or jeffrey.green@monroemi.gov.

Minutes

Citizens Planning Commission

April 6, 2011
Regular Meeting – 7 p.m.
City Council Chambers

1. Roll Call

Present: Chairman Smith, Vice Chairman Miller; Commissioners: Caldwell, Mielnik, Neinas (7:18 p.m.), Powers, Roberts, and Wetzel

Staff: Dan Swallow, Director of Economic & Community Development; Jeffrey Green, AICP, City Planner/ Historic Preservation Officer; Kristopher Kleinsmith, Assistant City Planner

Public: Robert Oklejas, Jon Oswald, Roy Radakovich, Jim Jacobs, Mary Gail Beneteau, Steve Swartz, Councilman Ed Paisley

2. Pledge of Allegiance

3. Consent Agenda

The Consent Agenda included: Meeting Agenda (April 6, 2011), Regular Meeting Minutes (March 2, 2011), and Medical Marihuana Work Session Minutes (March 30, 2011).

Motion by Commissioner Roberts to amend the Consent Agenda (April 6, 2011) to include public hearings for cases #M 11-001 and #M 11-002, to amend the Regular Meeting Minutes (March 2, 2011) to include Councilman Paisley as a public attendee; seconded by Vice-Chair Miller.

Motion passed unanimously (7-0), (Neinas absent)

4. Case Reviews

Case #M 11-001

Administrative Case: Amendment to Chapter 1269, Article 1269.27, *Television Satellite Antennas*.

Staff Report

Mr. Green introduced the case stating that the matter was initiated by a request from eScapes, a local television station, to install a new satellite dish/ antenna. The proposed amendment would change the title; add language allowing commercial and temporary satellite dishes and antennas to be located in various zoning districts within the city; as well as, provide requirements for siting antennas within these districts.

CPC Discussion

Commissioner Roberts questioned the location of the dish/antenna, asking if it would be installed on top of the building.

Mr. Green stated that the new dish/antenna is to be a smaller size than the temporary one and would be mounted below the upper most roofline at 25 S. Monroe St.

Commissioner Wetzel questioned what the changes to the code would accomplish.

Mr. Green responded by stating that the changes would make the current ordinance much clearer and explicit. Green provided a summary of the changes.

Public Hearing

Jim Jacobs, James S. Jacobs Architects, PLLC, on behalf of eScapes, discussed where the new dish/antenna is to be placed.

Motion

Motion by Commissioner Wetzel to approve Case #M 11-001; seconded by Commissioner Mielnik

Motion passed unanimously (8-0)

Case #M 11-002

Administrative Case: Amendment to Chapter 1263, Article 1263.13, C-1, *Local Commercial District*.

Staff Report

Mr. Green introduced the case stating that the matter was initiated by a request from a local church group who wanted to move to a building located in a C-1, *Local Commercial*, district. Upon examination of the existing code, it was noted that churches, temples, and other places of worship were not permitted as special uses in this district. After researching this issue, staff felt that this may simply have been an oversight in the drafting of the code since places of worship are allowed as special uses in both more and less intense districts. The proposed amendment would add language allowing churches, temples, and other places of worship in the C-1, *Local Commercial District*. The proposed amendment would also remove language regarding accessory reception antennas from the district (Article 1269.27, *Television Satellite Antennas*).

CPC Discussion

Commissioner Caldwell questioned if this amendment would be consistent with the direction that the city would like occurring in this district.

Mr. Swallow responded by stating that it was most likely an oversight in the drafting of the code and that if the current code were not amended it would create a number of non-conformities.

Public Hearing

No comment

Motion

Motion by Vice-Chair Miller to approve Case #M 11-002; seconded by Commissioner Neinas

Motion passes unanimously (8-0)

5. New Business

Medical Marihuana Ad-Hoc Committee

Chairman Smith made the recommendation that the commission form an Ad-Hoc committee to study current developments on medical marihuana issues and report back to Council with their findings.

Motion

Vice-Chair Miller made a motion to form the Medical Marihuana Ad-Hoc Committee.

Commissioner Mielnik stated that she would like to amend the motion to have the Ad-Hoc committee forward recommendations to Council per findings from studies.

Motion by Vice-Chair Miller to accept the amendment; seconded by Commissioner Roberts

Motion passed unanimously (8-0)

Volunteers for the committee are Vice-Chair Miller, as Chairman, and Commissioners Neinas and Powers.

6. Old Business

Medical Marihuana Moratorium

Mr. Green introduced possible actions that could be taken on the Medical Marihuana zoning legislation by stating that the City Council could do nothing in regards to the matter, it could adopt language, simply prohibit or extend the current moratorium and wait for the courts to issue opinions.

Commissioner Miller stated that what he has learned to-date about the Michigan Medical Marihuana Act, through various information sessions and workshops, is that the current law is extremely vague. He was therefore making a recommendation that city council extend the current moratorium for an additional six (6) months.

Motion

Motion by Vice-Chair Miller to recommend extending Medical Marihuana moratorium an additional six (6) months; seconded by Commissioner Caldwell

Motion passed unanimously (8-0)

7. ASPR Committee

Case # AD 11-013 – Gerdau/ Macsteel, 3000 E. Front Street; Facility expansion, interior improvements

Mr. Kleinsmith provided a summary of the case and indicated that the ASPR Committee has requested additional information from the applicant before taking final action.

8. Communications

Planning Case Log – March 30, 2011

9. Commissioner Comments

Vice-Chair Miller thanked the commission for support on the formation of the Medical Marihuana Ad-Hoc Committee, and stated that it shows that the commission is moving forward.

10. Staff Comments

None

11. Public Comment

Councilman Paisley stated that when drafting zoning legislation for Medical Marihuana the city should take into consideration the distances from churches, schools, and other sensitive areas.

12. Planning-Related Articles

No comment

13. Adjournment

Motion by Vice-Chair Miller to adjourn the meeting at 7:49 p.m.; seconded by Commissioner Mielnik

Motion passed unanimously (8-0)

**CITY OF MONROE
RESOLUTION**

**Extending the Moratorium on the Submission or Receipt of Applications, and any
and all City Permits, Licenses or Approvals for the Growing, Sale or Dispensing
of Medical Marihuana**

WHEREAS, on December 4, 2008 the Michigan Medical Marihuana Act (MCL 333.2641 et. seq.) took effect, exempting seriously ill patients and their primary caregivers from criminal liability for possession and cultivation of marihuana for medical purposes; and

WHEREAS, there have been reports from around the State of Michigan of increasing numbers of dispensaries, compassion clubs and home-based businesses for the growing, sale and distribution of medical marihuana; and

WHEREAS, neither the Michigan Medical Marihuana Act nor the administrative rules authorize or regulate dispensaries, compassion clubs and home-based businesses; and

WHEREAS, the operation of medical marihuana dispensaries, compassion clubs and home-based businesses may constitute unique threats to public health, safety and welfare; and

WHEREAS, allowing the growing, sale or dispensing of medical marihuana prior to the amendment of the City of Monroe Zoning Ordinance or Code of Ordinances would be contrary to the goals of the City Comprehensive Plan; and

WHEREAS, it is within the legal rights of the City of Monroe to establish reasonable regulations to control the growing and dispensing of medical marihuana in order to protect the public health, safety and welfare in a manner consistent with the Michigan Medical Marihuana Act; and

WHEREAS, imposing a moratorium, on a limited temporary basis is reasonable and necessary in order to allow time for review of and potential amendments to the City of Monroe's ordinances; and

WHEREAS, the City Council established a moratorium on the submission or receipt of applications, and any and all City permits, licenses or approvals for the sale or dispensing of medical marihuana within the City of Monroe for a period of one hundred eighty (180) days at their regular meeting held on January 4, 2011 (R 11-001); and

WHEREAS, City staff has completed significant investigations and research into the provisions of the Michigan Medical Marihuana Act and reviewed potential regulations pertaining to medical marihuana facilities. Further, the Citizens Planning Commission has established a sub-committee to evaluate the various ordinance and licensing options available to the City and has recommended extending the moratorium an additional one hundred eighty (180) days.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Monroe hereby extends the moratorium on the submission or receipt of applications, and any and all City permits, licenses or approvals for the growing, sale or dispensing of medical marihuana within the City of Monroe; and that during the moratorium dispensaries, compassion clubs and home-based businesses for the growing, sale or distribution of medical marihuana shall not be permitted in the City.

BE IT FURTHER RESOLVED, the moratorium imposed by this resolution shall remain in effect for one hundred eighty (180) days following the adoption date of this resolution or until amendments to the City of Monroe ordinances become effective, whichever comes first.

Motion:

Seconded by:

Ayes: Nays: Absent:

Motion

I, Charles D. Evans, City Clerk-Treasurer of the City of Monroe, State of Michigan, do hereby certify that the foregoing resolution is an exact copy of a Resolution adopted by the City Council of said City, at a regular meeting thereof held on the ____ day of _____, 2011.

Charles D. Evans
City Clerk-Treasurer



CITY COUNCIL AGENDA FACT SHEET

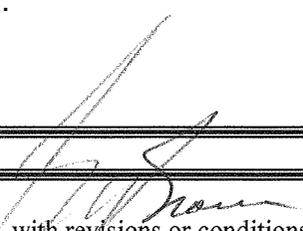
RELATING TO: Police Command and Police Officer Ratification

DISCUSSION: It is anticipated that several (up to 11) senior Police and Fire Department command officers will retire, prior to the end of the current calendar year. Police Chief Tom Moore and Fire Chief Joe Mominee are among those. Recognizing that the need to provide appropriate public safety services for the residents of the City of Monroe is a high priority, and that leadership continuity will better ensure effective operations and the smoother implementation of the operational changes underway, the members of the Monroe Command Officers Association of Michigan (COAM) and the Police Officers Association of Michigan (POAM) have ratified the attached letters of understanding. These agreements will help the City in mitigating some of the loss of experience, leadership and senior administrative oversight of public safety operations, should the City choose to rehire Chiefs Moore and Mominee following their retirements.

Among other things, the agreements will permit the City to reappoint Thomas Moore as Chief of Police for a period of up to five (5) years, without the need to consider other candidates for the position under a competitive application and assessment process.

Based on the favorable ratification vote by both Associations, I WISH TO RECOMMEND that City Council approve the attached Letters of Understanding.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: June 6, 2011

REASON FOR DEADLINE:

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

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

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Police Department

FINANCES

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: Peggy A. Howard



DATE: 6/02/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 6/06/11

LETTER OF UNDERSTANDING

WHEREAS, the Charter of the City of Monroe (“City”) provides that the City Council shall “...prescribe and enforce such police regulations as will most effectually ... preserve the peace and good order of the City, preserve the inhabitants from personal violence and protect public and private property from destruction by fire and unlawful deprivation;”

WHEREAS, the members of the Police Officers Association of Michigan (“Association”) and the City continue to recognize that the provision of appropriate public safety services for City residents is a high priority;

WHEREAS, the Association and the City recognize that the financial resources to provide these and other public services have been significantly reduced for the long-term;

WHEREAS, the Association and the City agree that it is in the public interest to continue to explore and, subject to the City’s bargaining obligations with its respective labor unions, adopt more contemporary, efficient, and sustainable methods and models to provide public safety services to the community;

WHEREAS, the Association had earlier proposed to the City that Police Officers be afforded the opportunity to participate in Firefighter I and II certification training so they may enhance their skills and ability to pursue new career directions as public safety officers should the City subsequently decide to adopt and implement a public safety operation;

WHEREAS, pursuant to the parties agreement twelve (12) police officers have completed First Responder and/or Firefighter I and II training and are now fully certified and ready to assume the functions for which they have been trained and certified in accordance with applicable law and administrative regulation;

WHEREAS, the City is at a unique point in time where it is foreseeable that it will lose through retirement several senior officers in its fire command, including the Fire Chief, as well as a majority of its police command, including its Chief of Police; and

WHEREAS the parties recognize the expanded role of its police officers will for the immediate future necessitate that there be experienced executive leadership and senior administrative oversight in its police, fire and other emergency activities.

NOW, THEREFORE, it is hereby agreed as follows:

1. To preserve the continuity of executive leadership of the City’s public safety operations during this important phase in the evolution of the City’s police department, the parties agree that following their retirements, the City may appoint Thomas C. Moore and Joseph R. Mominee as Public Safety Director/Chief of Police and Deputy Director of Public Safety, respectively. Unless otherwise mutually agreed between the City and the Association, such appointments shall not exceed a total period of five (5) years.

2. Each appointment shall be at-will, and subject to such other terms and conditions as Mssrs. Moore and Mominee and the City may agree.

3. Further, the above appointments may be made at such time and pursuant to such process as the City Council may determine, notwithstanding any provisions of the parties' collective bargaining agreement, the City Charter, or to any statutory, Charter or regulatory provisions relating to Civil Service to the contrary.

This Agreement has been ratified and approved by the City and the Association and is agreed to this 6th day of June, 2011.

CITY OF MONROE

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

Robert E. Clark, Mayor

Bryan P. Gee, President

George A. Brown, City Manager

Darryl B. Tamsen, Vice President

Peggy A. Howard, Director of Human
Resources

Tyler R. Dickerson, Secretary/Treasurer

Charles D. Evans, Clerk/Treasurer

John M. Schiappacasse, Member

James Tignanelli, President/POAM

LETTER OF UNDERSTANDING

WHEREAS, the Charter of the City of Monroe (“City”) provides that the City Council shall “...prescribe and enforce such police regulations as will most effectually ... preserve the peace and good order of the City, preserve the inhabitants from personal violence and protect public and private property from destruction by fire and unlawful deprivation;”

WHEREAS, the members of the Monroe Command Officers Association of Michigan (“Association”) and the City recognize that the provision of appropriate public safety services for City residents is a high priority;

WHEREAS, the Association and the City recognize that the financial resources to provide these and other public services have been significantly reduced for the long-term;

WHEREAS, the Association and the City agree that it is in the public interest to continue to explore and, subject to the City’s bargaining obligations with its respective labor unions, adopt more contemporary, efficient, and sustainable methods and models to provide public safety services to the community;

WHEREAS, the City is at a unique point in time where it is foreseeable that it will lose through retirement several senior officers in its fire command, including the Fire Chief, as well as a majority of its police command, including its Chief of Police; and

WHEREAS the parties recognize the expanded role of its police officers will for the immediate future necessitate that there be experienced executive leadership and senior administrative oversight in its police, fire and other emergency activities.

NOW, THEREFORE, it is hereby agreed as follows:

1. To preserve the continuity of executive leadership of the City’s public safety operations during this important phase in the evolution of the City’s police department, the parties agree that following their retirements, the City may appoint Thomas C. Moore and Joseph R. Mominee as Public Safety Director/Chief of Police and Deputy Director of Public Safety, respectively. Unless otherwise mutually agreed between the City and the Association, such appointments shall not exceed a total period of five (5) years.
2. Each appointment shall be at-will, and subject to such other terms and conditions as Msrs. Moore and Mominee and the City may agree.
3. Further, such appointments may be made at such time and pursuant to such process as the City Council may determine, notwithstanding any provisions of the parties’ collective bargaining agreement, the City Charter, or any statutory, Charter or regulatory provisions relating to Civil Service to the contrary.

This Agreement has been ratified and approved by the City and the Association and is agreed to this 6th day of June, 2011.

CITY OF MONROE

Robert E. Clark, Mayor

George A. Brown, City Manager

Peggy A. Howard, Director of Human Resources

Charles D. Evans, Clerk/Treasurer

MONROE COMMAND OFFICERS
ASSOCIATION OF MICHIGAN

Charles M. Abel, President

Gregory Morgel, Vice President

Christopher L. Miller, Secretary/Treasurer

James Tignanelli, President/POAM



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Appointment of Thomas C. Moore as Director of Public Safety

DISCUSSION: Plans and recommendations for improving the coordination and cooperation between the Fire and Police Departments, in to order better ensure effective delivery of those services, have been developed by staff and presented to the Mayor and City Council. Included was the recommendation to consolidate the executive leadership and management of the Police and Fire Departments within a Division of Public Safety, headed by a Director of Public Safety and Deputy Director of Public Safety. The City Council has since adopted an ordinance establishing the Division of Public Safety and the position of Director of Public Safety as an appointed officer of the City.

Over the past several years the Monroe City Council and staff have been engaged in planning and implementing several initiatives to better ensure the continued provision of necessary public safety services, with the resources available. Included among those initiatives are strategies to more efficiently and effectively assign and deploy certified public safety personnel when and where they are most needed. A critical component for successfully implementing these strategies is the consolidation of overall executive management and achieving enhanced coordination of the administration and operations of the Police and Fire Departments.

In addition to others, one of the upcoming challenges we are facing is the likelihood that several (up to 11) senior command officers from the Police and Fire Departments will retire by the end of calendar year 2011. Included among those are Police Chief Tom Moore and Fire Chief Joe Mominee. The challenges presented by this level of attrition would be significant at anytime but, it is especially great while the City is in the midst of implementing such important changes to public safety operations. In order to better ensure that the public safety initiatives and transitions currently underway sustain momentum and become firmly established, I am recommending that the City retain the services of its current public safety, executive management team.

Police Chief Tom Moore has expressed an interest and willingness to serve as Director of Public Safety, in addition to continuing in his service as Chief of Police, without a change in salary. A review of his credentials indicates that he has the education, training and experience necessary for consideration as the Director. More importantly, Chief Moore has a well established and successful track record as a public safety professional, manager and leader with the Monroe Police Department and as a member of the City's senior management team. He has played a key role in planning and establishing improvements in the operations, policies and protocols for the Police Department, which have led to more efficient and effective service delivery and to the Department's recognition by a national accrediting organization. During the process of introducing and implementing cooperative partnerships in tandem with Chief Mominee, he has also displayed the collegial characteristics necessary to help lead a consolidated management team.

Chief Moore has indicated that he will likely retire from regular City employment at the end of the current calendar year and that he will be seeking post-retirement employment. He has expressed an interest and willingness to be re-employed by the City on a contract-employment basis. Legal counsel for the City of Monroe Pension Board has previously provided an opinion that the City may rehire people who have retired from regular City employment. However, her opinion also states that the post-retirement rehiring can only be made under the terms of an employment contract which includes terms that preclude additional service credit under the City's retirement ordinance. For the reasons noted above, I am proposing that the City retain the services of Tom Moore, as Director of Public Safety and Chief of Police, following his retirement from regular City employment, under the terms of the employment agreement attached to this communication.

Therefore, I am respectfully recommending that the Mayor and City Council confirm and approve my appointment of Thomas C. Moore as Director of Public Safety. I am also recommending that the Mayor and City Council approve the attached post-retirement employment agreement with Thomas C. Moore and authorize the City Manager to execute it on behalf of the City of Monroe.

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: George A. Brown, City Manager

DATE: 6/1/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 6/6/11

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made effective the _____ day of _____, between the City of Monroe, a Municipal Corporation of the State of Michigan, hereinafter referred to as "City," and Thomas C. Moore III, hereinafter referred to as "Employee."

1. **Employment.** The City hereby employs and the Employee hereby accepts employment and appointment as the Director of Public Safety and Police Chief, upon and subject to the terms and conditions herein set forth. This Agreement shall commence _____, and shall continue for an indeterminate period of time until said Agreement is terminated by either party as provided in Section 8 below or by mutual agreement of the parties.
2. **Duties and Responsibilities.** The Employee will serve in the capacity of Director of Public Safety and Police Chief under the direct supervision of the City Manager to perform the functions and duties specified in the job description on file, the Monroe City Charter and Code, and to perform such other legally permissible and proper duties and functions as the City Manager may from time to time assign.

Employee shall perform his duties under this Agreement faithfully, diligently, and to the best of his 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 \$87,589 per year, less required state and federal withholdings. Such payments shall be made in accordance with the City's regular bi-weekly payroll cycle.
4. **Residency.** The Employee shall maintain his residency within twenty (20) miles of the City during the term of his employment with the City.
5. **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 income and retirement benefits shall not be suspended during the period of his employment with the City under this Agreement.
 - (b) With the approval of the City Manager and subject to funding availability, the City will pay or reimburse Employee for required continuing education and training activities, re-certification fees and expenses and other travel expenses incurred by Employee in carrying out his duties under this Agreement. Employee must submit an expense report detailing all such expenses.

- (c) Employee shall be entitled to coverage under the Michigan Worker's Disability Act in accordance with its provisions.
 - (d) Except as otherwise expressly provided herein or under the City's Retiree Health Care Policy #002, the Employee shall not be entitled to regular employee health care or prescription drug benefits, annual sick leave bonus payment, short/long term disability, or longevity.
 - (e) Employee shall be entitled to the same vacation, holidays, sick leave days, personal leave days, life insurance, and dental insurance that are provided for department heads of the City, including payment for unused vacation-leave upon termination of employment. Upon the commencement of employment under this agreement, the Employee will be credited with accumulated vacation, sick and/or personal leave time, equivalent to any that was not used or paid-out at the termination of the Employee's previous employment by the City.
 - (f) Employee will be provided with a City owned vehicle which may be used for all travel related to his functions as the Director of Public Safety and Police Chief. Because the Employee shall be available to respond to emergency calls and incidents outside of normal working hours, the Employee may use the vehicle when within twenty (20) miles of the City of Monroe, as permitted and in accordance with all applicable policies, statutes and regulations.
 - (g) The Employee will be provided with uniforms and equipment as needed in the performance of his duties as the Director of Public Safety and Police Chief.
6. **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 employment under this Agreement at any time upon the giving of ninety (90) days' advance notice to the City. Such termination shall take effect on the last day of such ninety (90) 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 one hundred eighty (180) days' advance notice. Such termination shall take effect on the last day of such one hundred eighty (180) 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 one hundred eighty (180) 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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **Assignment.** This Agreement and any of Employee's rights hereunder may not be assigned, transferred, or pledged by Employee, in whole or in part.
13. **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 _____, 2011.

EMPLOYEE

CITY OF MONROE, MICHIGAN

Thomas C. Moore

By: _____
George A. Brown, City Manager

WITNESSES

Reviewed by:

Thomas D. Ready, City Attorney

Approved by the Monroe City Council at a
_____ meeting on _____, _____, 2011:

**CITY OF MONROE
JOB DESCRIPTION**

DIRECTOR OF PUBLIC SAFETY

Executive/FLSA Exempt

Position Summary: Plans, coordinates and manages the City's multi-faceted program of municipal public safety services provided by members of the Police and Fire Departments. Works strategically with other members of the City services team to implement programs, services and methods corresponding with the goals and objectives of the Monroe City Council.

Reports to: City Manager

Supervises: All members of the Public Safety Division

Essential Job Functions:

An employee in this position is required to perform the following essential functions with or without reasonable accommodation.

- Leads, manages and coordinates all Public Safety operations and services through a defined management and command structure.
- Oversees and manages the planning, organization, and administration of all aspects of division and departmental operations in a manner that promotes innovation, collaboration and continuous improvement.
- In collaboration with the City Council, City Manager and other members of the City management team, develops City organization-wide goals, objectives, strategies and action plans to improve City operations, coordination, service quality and efficiency.
- Leads the development of Public Safety Division goals, objectives, strategies and action plans to improve operations, coordination, safety and service quality and efficiency.
- Oversees the division-wide development and administration of policies, procedures and internal controls and the coordination of administrative support.
- Oversees and guides the development of capital plans and annual budgets and ensures their implementation and proper administration. Ensures effective and efficient use of budgeted funds, personnel, materials, facilities and time.
- In conjunction with the City's labor counsel, City Manager, Human Resources Director and Deputy Director of Public Safety, participates in all aspects of labor relations and negotiations. Ensures the proper administration of labor contracts.

- In conjunction with the Director of Human Resources and Deputy Director of Public Safety, coordinates the hiring and promotion of all Public Safety Division personnel in conformance with applicable civil service requirements, collective bargaining agreements, city policies and State and Federal regulations.
- Assigns duties and responsibilities, establishes performance criteria, evaluates performance and provides for appropriate training and professional development for department heads within the Public Safety Division. Ensures the implementation of performance improvement plans and progressive discipline as appropriate.
- Maintains knowledge of pending legislation, changing regulations, technology improvements, best practices and other factors regarding Public Safety Division functions. Provides the City Council and City management with information, evaluation and recommendations regarding developments affecting public safety services and operations.
- Maintains up-to-date professional knowledge and skills.
- Coordinates the dissemination of public information and acts as spokesperson for the Public Safety Division. Ensures that inquiries, concerns and requests from the public, other agencies and the media are appropriately addressed.
- Coordinates division and departmental activities with other agencies including Federal, State, County, and other region-based public safety agencies.
- Performs additional duties at the direction of the City Manager.

Minimum Qualifications and Required Knowledge and Skills:

- High school graduate or equivalent, with a minimum of 900 hours of course work in the Police and/or Fire Sciences and/or Public Safety Administration/Management; a Bachelor's degree or above in public or business administration, criminal justice, or the fire sciences, from an accredited college and program, is preferred.
- Ten years of progressively more responsible public safety experience as an upper rank command officer, including a minimum of five years as a chief or deputy chief or deputy director, in similar or larger sized departments.
- Ability to interact with elected officials, management, subordinate employees, colleagues in other departments, members of the public, the media and others, in a professional and objective manner.
- Ability to effectively lead, delegate and supervise the work of others in routine and emergency situations.

- Knowledge of regulations, procedures and best-practices related to personnel management.
- Knowledge of local, state and federal statutes, regulations and procedural requirements governing municipal public safety activities.
- Ability to communicate effectively and present ideas orally and in writing, and make public presentations.
- Ability to conduct research and analyze options and to present recommendations and alternatives in an informative and objective manner.
- Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with employees, city officials, law enforcement colleagues, community leaders, the media, and the public.
- Ability to work effectively under stress and in emergency and confrontational situations.
- A valid State of Michigan Driver's License, a satisfactory driving record, and the ability to maintain one throughout employment, is required.
- Successful completion of Staff and Command or FBI National Academy; successful completion of the Law Enforcement Executive Development Program or Law Enforcement Executive Leadership Institute is preferred. Michigan Commission on Law Enforcement Standards (MCOLES) certification and/or Fire Fighter II and Fire Officer III certifications.
- Ability to respond to emergencies and attend meetings outside of normal business hours.

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 regularly required to communicate with others in person, via radio and on the telephone. The employee is frequently required to review and produce written and electronic documents and drawings. The employee must occasionally lift and/or move items of light weight and may occasionally lift and/or move items of moderate to heavy weight. The employee is frequently required to travel to other locations within and outside of the city. The employee is frequently required to attend meetings and make public presentations.

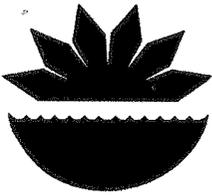
While performing the duties of this job, the employee regularly works in an office setting and occasionally works in dangerous law enforcement or fire emergency settings. In these situations,

the employee may be exposed to variable outside weather conditions, extreme heat, high or precarious places, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, explosives, vibration, and other dangerous situations. The noise level in the work environment can range from quiet to very loud.

The above duties and responsibilities are intended to describe the general nature and level of work being performed in this job. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

May 16, 2011

DRAFT



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Post-Retirement Employment of Joseph R. Mominee as Deputy Director of Public Safety

DISCUSSION: Plans and recommendations for improving the coordination and cooperation between the Fire and Police Departments, in to order better ensure effective delivery of those services, have been developed by staff and presented to the Mayor and City Council. Included was the recommendation to consolidate the executive leadership and management of the Police and Fire Departments within a Division of Public Safety, headed by a Director of Public Safety and Deputy Director of Public Safety. The City Council has since adopted an ordinance establishing the Division of Public Safety.

Over the past several years the Monroe City Council and staff have been engaged in planning and implementing several initiatives to better ensure the continued provision of necessary public safety services, with the resources available. Included among those initiatives are strategies to more efficiently and effectively assign and deploy certified public safety personnel when and where they are most needed. A critical component for successfully implementing these strategies is the consolidation of overall executive management and achieving enhanced coordination of the administration and operations of the Police and Fire Departments.

In addition to others, one of the upcoming challenges we are facing is the likelihood that several (up to 11) senior command officers from the Police and Fire Departments will retire by the end of calendar year 2011. Included among those are Police Chief Tom Moore and Fire Chief Joe Mominee. The challenges presented by this level of attrition would be significant at anytime but, it is especially great while the City is in the midst of implementing such important changes to public safety operations. In order to better ensure that the public safety initiatives and transitions currently underway sustain their momentum and become firmly established, I am recommending that the City retain the services of its current public safety, executive management team.

Fire Chief Joe Mominee has expressed an interest and willingness to serve as Deputy Director of Public Safety, in addition to continuing in his service as Fire Chief until his retirement in mid-July, without a change in salary. A review of his credentials indicates that he has the education, training and experience necessary for consideration as the Deputy Director. More importantly, Chief Mominee has a well established and successful track record as a public safety professional, manager and leader with the Monroe Fire Department and as a member of the City's senior management team. Joe has displayed a positive, can-do attitude in identifying, recommending and implementing necessary operational changes in consultation with the City Council and other members of the management team. His leadership and contributions during the process of introducing and implementing cooperative partnerships have been essential to the transitional progress made to date. I believe that his participation as a leader in the process of implementing the changes underway, especially in regards to fire and emergency medical response services, is critical for their secure establishment and longer-term continuity.

Chief Mominee has set the date for his retirement from regular City employment for July 19, 2011 and has indicated that he will be seeking post-retirement employment. He has expressed an interest and willingness to be re-employed by the City on a contract-employment basis. Legal counsel for the City of Monroe Pension Board has previously provided an opinion that the City may rehire people who have retired from regular City employment. However, her opinion also states that the post-retirement rehiring can only be made under the terms of an employment contract which includes terms that preclude additional service credit under the City's retirement ordinance. For the reasons noted above, I am proposing that the City retain the services of Joe Mominee, as Deputy Director of Public Safety, following his retirement from regular City employment, under the terms of the employment agreement attached to this communication.

Therefore, I am respectfully recommending that the Mayor and City Council approve the attached post-retirement employment agreement with Joseph R. Mominee and authorize the City Manager to execute it on behalf of the City of Monroe.

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: George A. Brown, City Manager

DATE: 6/2/11

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 6/6/11

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made effective the _____ day of _____, between the City of Monroe, a Municipal Corporation of the State of Michigan, hereinafter referred to as "City," and Joseph R. Mominee, hereinafter referred to as "Employee."

1. **Employment.** The City hereby employs and the Employee hereby accepts employment and appointment as the Deputy Director of Public Safety, upon and subject to the terms and conditions herein set forth. This Agreement shall commence _____, and shall continue for an indeterminate period of time until said Agreement is terminated by either party as provided in Section 8 below or by mutual agreement of the parties.
2. **Duties and Responsibilities.** The Employee will serve in the capacity of Deputy Director of Public Safety under the direct supervision of the Director of Public Safety to perform the functions and duties specified in the job description on file for that position and to perform such other legally permissible and proper duties and functions as the Director of Public Safety may from time to time assign.

Employee shall perform his duties under this Agreement faithfully, diligently, and to the best of his 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 \$85,000 per year, less required state and federal withholdings. Such payments shall be made in accordance with the City's regular bi-weekly payroll cycle.
4. **Residency.** The Employee shall maintain his residency within twenty (20) miles of the City during the term of his employment with the City.
5. **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 income and retirement benefits shall not be suspended during the period of his employment with the City under this Agreement.
 - (b) With the approval of the City Manager and subject to funding availability, the City will pay or reimburse Employee for required continuing education and training activities, re-certification fees and expenses and other travel expenses

incurred by Employee in carrying out his duties under this Agreement. Employee must submit an expense report detailing all such expenses.

- (c) Employee shall be entitled to coverage under the Michigan Worker's Disability Act in accordance with its provisions.
- (d) Except as otherwise expressly provided herein or under the City's Retiree Health Care Policy #002, the Employee shall not be entitled to regular employee health care or prescription drug benefits, annual sick leave bonus payment, short/long term disability, or longevity.
- (e) Employee shall be entitled to the same vacation, holidays, sick leave days, personal leave days, life insurance, and dental insurance that are provided for department heads of the City, including payment for unused vacation-leave upon termination of employment. Upon the commencement of employment under this agreement, the Employee will be credited with accumulated vacation, sick and/or personal leave time, equivalent to any that was not used or paid-out at the termination of the Employee's previous employment by the City.
- (f) Employee will be provided with a City owned vehicle which may be used for all travel related to his functions as the Deputy Director of Public Safety. Because the Employee shall be available to respond to emergency calls and incidents outside of normal working hours, the Employee may use the vehicle when within twenty (20) miles of the City of Monroe, as permitted and in accordance with all applicable policies, statutes and regulations.
- (g) The Employee will be provided with uniforms and equipment as needed in the performance of his duties as the Deputy Director of Public Safety.

6. **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 employment under this Agreement at any time upon the giving of ninety (90) days' advance notice to the City. Such termination shall take effect on the last day of such ninety (90) 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 one hundred eighty (180) days' advance notice. Such termination shall take effect on the last day of

such one hundred eighty (180) 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 one hundred eighty (180) 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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **Assignment.** This Agreement and any of Employee's rights hereunder may not be assigned, transferred, or pledged by Employee, in whole or in part.
13. **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 _____, 2011.

EMPLOYEE

CITY OF MONROE, MICHIGAN

Joseph R. Mominee

By: _____
George A. Brown, City Manager

WITNESSES

Reviewed by:

Thomas D. Ready, City Attorney

Approved by the Monroe City Council at a
_____ meeting on _____, _____, 2011:

**CITY OF MONROE
JOB DESCRIPTION**

DEPUTY DIRECTOR OF PUBLIC SAFETY

Executive/FLSA Exempt

Position Summary: Coordinates, organizes and administers the City's multi-faceted program of municipal public safety services provided by members of the Police and Fire Departments, under the direction and oversight of the Director of Public Safety. Serves as Acting Director of Public Safety in the Director's absence.

Reports to: Director of Public Safety

Supervises: Police Chief and/or Fire Chief and other members of the Public Safety Division as delegated and assigned

Essential Job Functions:

The person in this position is required to perform the following essential functions with or without reasonable accommodation.

- Coordinates the administration and operations of Public Safety Division services through a defined management, command and administrative support structure.
- In collaboration with the Director of Public Safety, assists with the implementation of action plans, organization, and administration of all aspects of division and departmental operations in a manner that promotes innovation, collaboration and continuous improvement.
- In collaboration with the Director of Public Safety and other members of the Public Safety management team, develops Public Safety Division goals, objectives, strategies and leads the implementation of action plans to improve division and departmental operations, coordination, safety and service quality and efficiency.
- Assists with the development and administers division-wide policies, procedures and internal controls and the coordination of administrative support.
- Assists with the development of capital plans and annual budgets and oversees their implementation and proper administration. Monitors and guides the effective and efficient use of budgeted funds, personnel, materials, facilities and time.
- In conjunction with the City's labor counsel, City Manager, Human Resources Director and Director of Public Safety, participates in all aspects of labor relations and negotiations. Monitors and guides the proper administration of labor contracts.

- In conjunction with the Director of Human Resources and Director of Public Safety, coordinates the hiring and promotion of all Public Safety Division personnel in conformance with applicable civil service requirements, collective bargaining agreements, city policies and State and Federal regulations.
- Ensures compliance with various training and credentialing requirements for routine and specialist public safety and emergency response personnel. Administers and coordinates division-wide training and credentialing criteria, programs and records.
- Assists in the establishment of performance criteria, evaluates performance and administers the performance evaluation program. Ensures and monitors the implementation of performance improvement plans and progressive discipline as appropriate.
- Maintains knowledge of pending legislation, changing regulations, technology improvements, best practices and other factors regarding Public Safety Division functions. Provides the Director of Public Safety with information, evaluation and recommendations regarding developments effecting public safety services and operations.
- Maintains up-to-date professional knowledge and skills.
- Coordinates the dissemination of public information and acts as spokesperson for the Public Safety Division. Ensures that inquiries, concerns and requests from the public, other agencies and the media are appropriately addressed.
- Administers the coordination of division and departmental activities with other agencies including Federal, State, County, and other region-based public safety agencies.
- Performs additional duties at the direction of the Director of Public Safety.

Minimum Qualifications and Requirement Knowledge and Skills:

- High school graduate or equivalent, with a minimum of 900 hours of course work in the Police and/or Fire Sciences and/or Public Safety Administration/Management; a Bachelor's degree or above in public or business administration, criminal justice, or the fire sciences, from an accredited college and program, is preferred.
- Seven years of progressively more responsible and successful public safety experience as an upper-rank command officer in similar or larger sized departments; experience as a chief or deputy chief preferred.
- Ability to effectively interact with elected officials, management, subordinate employees, colleagues in other divisions and departments, members of the public, the media and others, in a professional and objective manner.

- Ability to effectively lead, delegate and supervise and the work of others in routine and emergency situations.
- Knowledge of regulations, procedures and best-practices related to personnel management.
- Knowledge of local, state and federal statutes, regulations and procedural requirements governing municipal public safety activities.
- Ability to communicate effectively and present ideas orally and in writing, and make public presentations.
- Ability to conduct research and analyze options and to present recommendations and alternatives in an informative and objective manner.
- Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with employees, city officials, public safety colleagues, community leaders, the media, and the public.
- Ability to work effectively under stress and in emergency and confrontational situations.
- A valid State of Michigan Driver's License, a satisfactory driving record and the ability to maintain one throughout employment, are required.
- Michigan Commission on Law Enforcement Standards (MCOLES) certification and/or Fire Fighter II and Fire Officer III certification.
- Successful completion of Staff and Command or FBI National Academy.
- Ability to respond to emergencies and attend meetings outside of normal business hours.

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 regularly required to communicate with others in person, via radio and on the telephone. The employee is frequently required to review and produce written and electronic documents and drawings. The employee must occasionally lift and/or move items of light weight and may occasionally lift and/or move items of moderate weight. The employee is frequently required to travel to other locations within and outside of the city. The employee is frequently required to attend meetings and make public presentations.

While performing the duties of this job, the employee regularly works in an office setting and occasionally works in dangerous law enforcement or fire emergency settings, while on patrol or at an emergency scene. In these situations, the employee may be exposed to outside weather conditions, extreme heat, high or precarious places, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, explosives, vibration, and other dangerous situations. The noise level in the work environment can range from quiet to very loud.

The above duties and responsibilities are intended to describe the general nature and level of work being performed in this job. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

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