
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.

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

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

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

**AGENDA - CITY COUNCIL SPECIAL MEETING
MONDAY, AUGUST 18, 2008
6:30 P.M.**

- I. CALL TO ORDER.**
- II. ROLL CALL.**
- III. INVOCATION/PLEDGE OF ALLEGIANCE.**
- IV. CITY COUNCIL CLOSED SESSION TO DISCUSS LABOR NEGOTIATIONS.**
- V. ADJOURNMENT.**

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**AGENDA - CITY COUNCIL REGULAR MEETING
MONDAY, AUGUST 18, 2008**

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. PRESENTATIONS.

Presentation by John Patterson, Monroe County & Convention Tourism Bureau, regarding the Jazz Festival.

Presentation by Tim Wagner, SBW Architectural Firm and Monroe Housing Commission regarding the new phases for Greenwood expansion.

V. COUNCIL ACTION.

226 Communication from the City Manager, submitting Proposed Ordinance No. 08-013, and Ordinance to amend Chapter 296, Municipal Employees' Retirement System to revise Section 296.48(b)(2)A, Hybrid Pension retirement window.

Proposed Ordinance No. 08-013, up for its first reading and recommending that the public hearing and second reading be set for Monday August 25, 2008

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

A. Approval of the Minutes of the Regular Meeting held on Monday, August 4, 2008.

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

218 Accumed Ambulance Service Fee Increase

1. Communication from the Director of Finance, reporting back on service and fee changes in the current contract with Accumed Ambulance Service, that Blue Cross Blue Shield and Medicare has increased or will increase the services and fees that they will reimburse and in order to take advantage of these reimbursement rates it is recommended that Council approve the attached ambulance service fee schedule to be effective September 1, 2008.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

219 Large Water User Agreement

1. Communication from the Director of Water and Wastewater Utilities submitting a proposed Large Water User Agreement between Mr. Phillip Bruck, the City of Monroe and Exeter Township, to require a 2" water service and 2" water meter for both residential use at 5675 Scofield Road and water hauling uses and that a System Development Fee will be required from LWU in accordance with the City Codified Ordinance such that this fee will not be used to reduce the Township Buy-in Cost for additional capacity as outlined in the Amendment to the Existing Water agreement between the City of Monroe and Exeter Township, and that the Township and the LWU such that both are concurrently executing the agreement, and recommending that the attached agreement be approved and that the Mayor and City Clerk/Treasurer be authorized to sign the agreement on behalf of the City of Monroe.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

220 Curb Replacement and Resurfacing Bids.

1. Communication from the Director of Engineering, Public Services and Planning, reporting back on bids received for 2008 Curb Replacement and Resurfacing Program, and recommending that Council award the contract to Cadillac Asphalt, LLC in the amount of \$250,753.65, and that a total of \$288,000 be encumbered to include a 15% project contingency, conditioned on submission of appropriate Labor Harmony documentation. It is further recommended that the Mayor and Clerk-Treasurer be authorized to sign the contracts on behalf of the City of Monroe and that the Finance Director be authorized to transfer funds as needed from the 2008 Concrete Paving Program streets where surplus funding is available.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

221 Monroe Family YMCA Banner Request.

1. Communication from the City Managers Office, reporting back on a request from the Monroe Family YMCA for permission to display a banner across Monroe Street from September 9 – 21, 2008, announcing the Corporate Cup, and recommending approval of the request.
2. Supporting documents.
3. Action: Accept, place on file and that the recommendation be carried out.

222 First Presbyterian Church Banner Request.

1. Communication from the City Managers Office, reporting back on a request from the First Presbyterian Church for permission to display a banner across Monroe Street from September 1 – 21, 2008, announcing the church's charity bed race and recommends approval of the request.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

223 Resolution No. 4 – East Eighth Street – New Public Water Main.

1. Communication from the Director of Engineering, Public Services, and Planning, submitting Resolution No. 4 in the special assessment process declaring the installation of a new water main on East Eighth Street between Washington and Custer a public necessity, and recommending that the attached Resolution No. 4 be adopted and that a public hearing on the distribution of the assessment roll be scheduled for Tuesday, September 2, 2008 at 7:30 p.m. in the City Council Chambers.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

224 Cultural & Economic Development Office request for Resolution of Support.

1. Communication from the Director of Engineering, Public Services, and Planning, submitting a proposed resolution of support from the Monroe County Cultural and Economic Development Task Force to participate in the Governor's Centers for Regional Excellence Program with the cities of Luna Pier, the Village of Dundee, Bedford Township and various non-profit organizations located within the county of Monroe, to apply for a \$25, 000 grant, and recommending the proposed resolution be adopted.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

225 Employment Agreements – Temporary Help.

1. Communication from the Director of Human Resources, submitting a request to re-employ City of Monroe retirees, Thomas Smith and Steve Schilling on a temporary basis until permanent replacements can be hired, and recommending that the agreement be approved.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

VII MAYOR'S COMMENTS.

VIII. CITY MANAGER COMMUNICATION.

IX. COUNCIL COMMENTS.

X. CITIZEN COMMENTS.

XI. ADJOURNMENT.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Ambulance Service Fee Increase

DISCUSSION: The City of Monroe contracts with Accumed for ambulance service billing. Accumed has advised the City that Blue Cross/Blue Shield has increased the fees it will reimburse, effective July 1, 2008. Medicare will also be increasing the rates at which it will pay by 2-3%. There are also some services that insurance will pay for that we do not currently charge. In order to take advantage of these reimbursement rates, the ambulance service fees charged by the City of Monroe are recommended to be increased and some new fees are recommended to be added.

The ambulance service fees were last increased on July 1, 2006. They were increased to the following rates:

| SERVICE | AMBULANCE FEE |
|-----------------------------|---------------|
| Basic Life Support (BLS) | \$350.00 |
| Advanced Life Support (ALS) | \$575.00 |
| Oxygen | \$ 40.00 |
| Extrication | \$450.00 |
| Loaded Mileage | \$ 7.00 |

The ambulance service fees are recommended to be increased to the following rates effective September 1, 2008:

| SERVICE | AMBULANCE FEE |
|-------------------------|---------------|
| Basic Life Support | \$425.00 |
| Advanced Life Support | \$575.00 |
| Advanced Life Support 2 | \$725.00 |
| Oxygen | \$ 42.00 |
| Extrication | \$450.00 |
| Loaded Mileage | \$ 9.50 |
| Treat & Don't Transport | \$150.00 |

I have met with Fire Chief Joe Mominee to review these fees. The primary change to our current rates is in the oxygen and loaded mileage rates. In addition, a fee has been added for higher level advanced life support and treat & don't transport. The additional ALS fee has been added because the services are currently being provided, but we are not receiving the full insurance reimbursement that is available. The treat & don't transport fee is a service that can be charged to insurance. We currently provide that service but are not able to charge the cost of those runs.

It is recommended that the Mayor and City Council approve the recommended ambulance service fee schedule to be effective September 1, 2008.

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: Edward Sell, Finance Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Fire and Finance Departments

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 | \$ 50,000 |

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

Budget Approval: _____

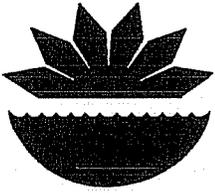
FACT SHEET PREPARED BY: Edward Sell, Finance Director *ES*

DATE: 8/11/2008

REVIEWED BY: *Edward Sell Jr.*

DATE: 8-11-08

COUNCIL MEETING DATE: August 18, 2008



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: PROPOSED LARGE WATER USER AGREEMENT BETWEEN A PROPOSED LARGE WATER USER, CITY OF MONROE, AND EXETER TOWNSHIP

DISCUSSION: Attached please find a Large Water Agreement between Mr. Philip Bruck (Proposed Large Water User), the City of Monroe and Exeter Township. As you recall, the executed Amendment to the Existing Water Agreement between the City of Monroe and Exeter Township dated December 19, 2007 provided for a section to manage large water users within the Township. A Large Water User (LWU) is defined as a user requiring meter sizes larger than 1 inch. The proposed LWU Agreement is required in an effort to manage large water users within the Township so as to allow the user to connect to the City water system while incorporating their water demands into the system so as to not negatively impact system operations and provide for limited water system growth.

The LWU property is zoned residential / agricultural where a 2 inch water service and 2 inch water meter is being proposed for both residential use at 5675 Scofield Road and for water hauling uses. The desired maximum capacity is 35,000 gallons per day which will not be included in the overall Exeter Township capacity as outlined in the Amendment to the Existing Water Agreement between the City of Monroe and Exeter Township.

A System Development Fee will be required from the LWU in accordance with City Codified Ordinance such that this fee will not be used to reduce the Township Buy-in Cost for additional capacity as outlined in the Amendment to the Existing Water Agreement between the City of Monroe and Exeter Township. The LWU water rates will include being charged double commodity and debt service water rates, single administrative fee rate, and a re-pumping charge. If the LWU exceeds the allotted daily maximum water amount, a 100% surcharge shall be charged for the additional water used.

The Township recently completed constructing water mains to provide water service to residences in Special Assessment District No. 3 in which the Large Water User is located. The South Custer Booster Station currently re-pumps water to Exeter Township and other areas west of Raisinville Road where the pumping capabilities will be able to accommodate this water capacity without negatively impacting the overall water system.

The attached agreement was reviewed by Tom Ready, City Attorney, such that he is familiar with the provisions. The agreement has been reviewed by the Township and the LWU such that both are concurrently executing the agreement.

IT IS RECOMMENDED that the attached agreement be approved and that the Mayor and City Clerk/Treasurer be authorized to sign the agreement on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: ASAP

REASON FOR DEADLINE: Allow for the Large Water User to obtain water service from the City of Monroe.

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, Large Water User and Exeter Township.

FINANCES

COST AND REVENUE PROJECTIONS:

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

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

Other Funds

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** August 13, 2008

REVIEWED BY: _____ **DATE:** _____

COUNCIL MEETING DATE: August 18, 2008

**LARGE WATER USER AGREEMENT
BETWEEN LARGE USER, CITY OF MONROE, AND EXETER TOWNSHIP**

This Agreement made and entered into this _____ day of _____, 2008, by and between Philip E. Bruck, located at 5675 Scofield Road Maybee, MI 48159 ("User") the City of Monroe, a municipal corporation of the State of Michigan, located at 120 East First Street, Monroe, MI 48161, (the "City"), and Exeter Township, a Michigan municipal corporation, located at 6158 Scofield Road, Maybee, MI 48159, (the "Township").

RECITALS

WHEREAS, the TOWNSHIP and the CITY have entered into certain agreements for the provision of potable water services to the residents of the TOWNSHIP dated March 24, 1999 and December 19, 2007 and;

WHEREAS, the TOWNSHIP is constructing water mains to provide water service to residences in those areas within the TOWNSHIP known as Special Assessment District (SAD) No. 3;

WHEREAS, the CITY recognizes the hardship within the TOWNSHIP to provide potable drinking water to its residents and;

WHEREAS, the CITY currently provides water service up to a maximum capacity of 235,000 gallons per day to its existing residents including SAD No. 3;

WHEREAS, the CITY provides potable water without regard to the classification of the individual benefactor of such service. Large water user connections (existing commercial, institutional, residential, agricultural, and future limited growth) are defined as users requiring meter sizes larger than 1 inch. Said large users are required to execute agreements with both Exeter Township and the City of Monroe such that the agreements shall include, but not limited to: specifying the meter size, capacity, System Development Fee, and any other requirements imposed by either

government agency. The large user capacity shall be separate and not included in the Township capacity.

WHEREAS, the CITY has made substantial investments and will be required to make further substantial investments in its potable water system to accommodate the USER and future demand of the TOWNSHIP and;

WHEREAS, the USER, CITY, and TOWNSHIP desire to reduce this amendment to writing.

NOW, THEREFORE, the USER, CITY, and TOWNSHIP agree as follows:

1. Zoning / Intended Use

The property and / or operations located at 5675 Scofield Road Maybee, MI 48159 is currently zoned Residential / Agricultural and is located within SAD No. 3. The TOWNSHIP and USER shall notify the City in writing of any efforts to change the zoning and of any actual change in the zoning classification of the property. The USER and / or operations currently reside at said location where the proposed intended use for utilizing a larger water service line and meter will be for Residential (Service to 5675 Scofield Road Maybee, MI 48159 only) and Water Hauling Uses.

2. Desired Capacity / Meter Size / Service Line

The USER desires to purchase up to a maximum of thirty-five thousand (35,000) gallons per day (GPD) as part of their operations intended use capacity. The USER shall draw water from the Monroe water system at as much of a uniform rate as may be practical over a 24-hour period. The capacity for USER will be separate and not included in any TOWNSHIP allocated capacities as outlined in prior CITY and TOWNSHIP agreements. The proposed intended use and associated demands shall be reviewed by the CITY in which it will be determined if the proposed demand will

negatively impact the water systems normal operations. If improvements to the water system are needed to maintain normal operations and provide for the intended use demands, the USER shall be responsible for all water system upgrades. In the event the USER regularly and systematically exceeds the maximum usage called for in this agreement, the CITY shall have the option of terminating the agreement at any time.

The USER intends to use a two (2) inch diameter service line where pipe material and appurtenances shall be of approved materials in accordance with the CITY. A two (2) inch diameter compound meter is proposed to be used by the USER for above said intended purposes. The service line (up to a size of 2 inch diameter) shall be installed up to and including the meter by the CITY. The service line and all respective costs associated with the installation shall be borne by the USER. The service line (up to 2 inch diameter) up to the meter shall be maintained by the CITY.

All service lines larger than 2 inch diameter shall be private water main lines designed by a licensed professional engineer and shall be reviewed, approved, inspected, and tested in accordance with CITY standards. The service line and all respective costs associated with the engineering, construction, and inspection shall be borne by the USER. The private water main (above 2 inch diameter) shall be maintained by the USER.

The meter in all cases shall be purchased from the CITY where the USER shall be responsible for all maintenance, replacement, and testing costs of said meter. The

USER shall furnish and install all applicable backflow prevention devices and have said devices tested in accordance with CITY requirements.

3. System Development Fee

The USER will be required to pay System Development Fees (SDF) in accordance with the established fee table under Ordinance 1044.07 of the CITY Codified Ordinances.

The SDF required for use of a two (2) inch diameter meter is \$ nine thousand six hundred dollars (9,600.00). SDF collected from large water users will not be used to reduce the TOWNSHIP Buy-In Cost for additional capacity cost as outlined in prior CITY and TOWNSHIP agreements.

4. Water Rates

It is recognized by the parties to this agreement that the CITY has invested and has in the past enlarged its water treatment facilities to provide water service to the TOWNSHIP and USER and that the current policy of charging double commodity and debt service water rates and single administrative fee rate to users outside of the CITY limits, and re-pumping charge partially offsets the costs of these required expansions. It is acknowledged that additional enlargement to the treatment works may be required to partially offset the costs of required expansions. The USER agrees not to contest any reasonable rate structure in effect for the length of this Agreement and will be subject to being charged double commodity and debt service water rates and single administrative fee rate and a re-pumping charge similar to existing TOWNSHIP users. If the USER exceeds the allotted daily maximum water of thirty-five thousand (35,000) GPD, the CITY shall impose a commodity and re-pumping surcharge for the additional water used. The surcharge shall be 100 percent of the double commodity and re-pumping

charge for all water used above the daily allotted maximum. The USER shall be subject to the established CITY and TOWNSHIP agreement requirements for water billing and collection.

It is agreed by the USER that during the use of the water they will at all times be bound by the rules and regulations pertaining to the use of water and water mains as now or hereafter placed into effect by the Water Department, and that the USER will at all times pay fees for the use of water as may from time to time be legally established by the general policy of the CITY equally applicable for all users not residents of the CITY of Monroe.

5. Termination

This agreement shall remain in effect until such time that the TOWNSHIP is no longer served water by the CITY. The USER may terminate from this agreement by notifying the CITY in writing. If the termination occurs within 2 years of the date of this agreement, USER shall be charged a termination fee in the amount of \$5,000.00.

- 6.** The agreement is binding upon the parties and upon any successor or successors in interest of the USER.

SIGNATURE PAGES FOLLOW

LARGE WATER USER

By: Philip E. Bruck, Owner and Occupant

STATE OF MICHIGAN)
)ss
COUNTY OF MONROE)

On this _____ day of _____, 2008, before me, a Notary Public, in and for said County, personally appeared Philip E. Bruck who known by me, being duly sworn, did say that they signed this instrument and acknowledged that they did so as their free act and deed.

Notary Public
Monroe County, Michigan
My commission expires: _____

CITY OF MONROE

By: Mark G. Worrell, Mayor

By: Charles D. Evans, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF MONROE)

On this ____ day of _____, 2008, before me, a Notary Public, in and for said County, personally appeared Mark G. Worrell and Charles D. Evans who known by me, being duly sworn, did say that they signed this instrument and acknowledged that they did so as their free act and deed.

Notary Public
Monroe County, Michigan
My commission expires: _____

EXETER TOWNSHIP

By: Cheryl Baltrip, Supervisor

By: Billie Iott, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF MONROE)

On this ____ day of _____, 2008, before me, a Notary Public, in and for said County, personally appeared Cheryl Baltrip, Supervisor and Billie Iott, Clerk who known by me, being duly sworn, did say that they signed this instrument and acknowledged that they did so as their free act and deed.

Notary Public
Monroe County, Michigan

My commission expires: _____



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: 2008 CURB REPLACEMENT AND RESURFACING PROGRAM – REPORT ON BIDS RECEIVED

DISCUSSION: The Engineering Department opened bids for the above project on Monday, August 4, 2008. There were five (5) bidders, and a bid tabulation is attached for your review. This contract consists of two (2) divisions, resurfacing on Bentley Drive from Custer Drive to West Lorain Street, and on North Roessler Street from West Elm Avenue to West Lorain Street. Funding for these projects was appropriated from unallocated General Fund balance by the City Council on July 7, 2008. While there is some spot curb replacement and associated drive approach replacement, these projects were selected based on the ability of the Engineering Department to proceed to bidding as soon as possible.

The low bidder for the work is Cadillac Asphalt LLC of Belleville, Michigan. Their low bid of \$250,753.65 is 4.2% over the Engineer's Estimate of \$240,743.78. However, their asphalt pavement placement prices were \$14,000 above the Engineer's Estimate, which was actually somewhat expected by the Engineering Department, even given the short six (6) weeks between project conception and bid opening, due to the extreme volatility in the petroleum market. Cadillac Asphalt has performed satisfactorily on numerous projects for the City of Monroe in recent years, including the East First Street Resurfacing project in 2007, and the City's overall program in both 2003 and 2005. They have historically met the City's Labor Harmony requirements, and although no documentation has yet been submitted for 2008, we expect that this will again be the case. Submission of this documentation is a condition of the bid award. Cadillac Asphalt plans to commence construction as soon as possible, likely in the first half of September. All work should be completed by the end of October.

IT IS RECOMMENDED that the City Council award the above contract to Cadillac Asphalt, LLC in the amount of \$250,753.65, and that a total of \$288,000 be encumbered to include a 15% project contingency, conditioned on submission of appropriate Labor Harmony documentation. **IT IS FURTHER RECOMMENDED** that the Mayor and Clerk-Treasurer be authorized to sign the contracts on behalf of the City of Monroe. **IT IS FURTHER RECOMMENDED** that the Finance Director be authorized to transfer funds as needed from the 2008 Concrete Paving Program streets where surplus funding is available.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: Contract work can commence as soon as the contracts are finalized, work must be completed this calendar year to lock in pricing.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering, Public Services, and Planning

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

FINANCES

COST AND REVENUE PROJECTIONS:

| | |
|---------------------------------|------------|
| Cost of Total Project | \$288,000 |
| Cost of This Project Approval | \$288,000* |
| Related Annual Operating Cost | \$ N/A |
| Increased Revenue Expected/Year | \$ N/A |

*Includes 15% contingency

SOURCE OF FUNDS:

| City | Account Number | Amount |
|--------------------------------|----------------------------|-----------|
| Bentley Drive Resurfacing | 203-60.451-818.020 09L02* | \$132,000 |
| N. Roessler Street Resurfacing | 203-60.451-818.020 09L03** | \$156,000 |

*Requires \$8,000 transfer from other 2008 street projects not utilizing all funding

**Requires \$19,000 transfer from other 2008 street projects not utilizing all funding. Funds are available in Huron Street (203-60.451-818.020 09L04) and Lavender Street (203-60.451-818.020 09L05) projects.

Other Funds

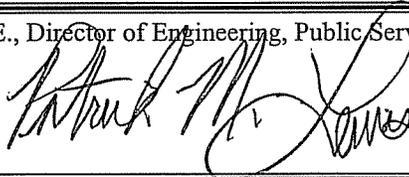
Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering, Public Services and Planning **DATE:** 08/12/08

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: August 18, 2008



2008 RESURFACING PROGRAM
BID TABULATION

| 2008 RESURFACING PROGRAM | | | | ENGINEER'S ESTIMATE | | CADILLAC ASPHALT LLC | | BARRETT PAVING MATERIALS, INC. | |
|--------------------------|---|-------|--------------------|---------------------|----------------------|----------------------|----------------------|--------------------------------|----------------------|
| ITEM | DESCRIPTION | UNITS | TOTAL NO. OF UNITS | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST |
| 1 | COLD MILL PAVEMENT | SYD | 11514.7 | \$ 2.25 | \$ 25,908.08 | \$ 1.85 | \$ 21,302.20 | \$ 2.00 | \$ 23,029.40 |
| 2 | R & D PAVEMENT AND APPROACH | SYD | 286.3 | \$ 13.00 | \$ 3,721.90 | \$ 9.00 | \$ 2,576.70 | \$ 9.00 | \$ 2,576.70 |
| 3 | R & D SPOT CURB | LFT | 1320.0 | \$ 10.50 | \$ 13,860.00 | \$ 8.00 | \$ 10,560.00 | \$ 8.00 | \$ 10,560.00 |
| 4 | R & D SIDEWALK | SYD | 106.0 | \$ 12.00 | \$ 1,272.00 | \$ 13.50 | \$ 1,431.00 | \$ 13.50 | \$ 1,431.00 |
| 5 | ADJUST, CLEAN, & PLASTER STRUCTURE | EA | 23.0 | \$ 250.00 | \$ 5,750.00 | \$ 385.00 | \$ 8,855.00 | \$ 385.00 | \$ 8,855.00 |
| 6 | ADJUST VALVE BOX | EA | 1.0 | \$ 150.00 | \$ 150.00 | \$ 300.00 | \$ 300.00 | \$ 300.00 | \$ 300.00 |
| 7 | F & I CASTING | LBS | 10185.0 | \$ 1.50 | \$ 15,277.50 | \$ 1.05 | \$ 10,694.25 | \$ 1.05 | \$ 10,694.25 |
| 8 | F & I 6" CONCRETE PAVEMENT | SYD | 257.4 | \$ 32.00 | \$ 8,236.80 | \$ 35.00 | \$ 9,009.00 | \$ 35.00 | \$ 9,009.00 |
| 9 | F & I 6" CONCRETE PAVEMENT W/ INTEGRAL CURB | SYD | 28.9 | \$ 30.00 | \$ 867.00 | \$ 50.00 | \$ 1,445.00 | \$ 50.00 | \$ 1,445.00 |
| 10 | F & I SPOT CURB | LFT | 1320.0 | \$ 20.00 | \$ 26,400.00 | \$ 18.50 | \$ 24,420.00 | \$ 18.50 | \$ 24,420.00 |
| 11 | F & I 4" CONCRETE SIDEWALK | SFT | 954.0 | \$ 4.00 | \$ 3,816.00 | \$ 3.50 | \$ 3,339.00 | \$ 3.50 | \$ 3,339.00 |
| 12 | F & I MDOT 13A LEVELING COURSE | TON | 848.2 | \$ 60.00 | \$ 50,892.00 | \$ 70.00 | \$ 59,374.00 | \$ 72.50 | \$ 61,494.50 |
| 13 | F & I MDOT 13A WEARING COURSE | TON | 1090.5 | \$ 65.00 | \$ 70,882.50 | \$ 70.00 | \$ 76,335.00 | \$ 72.50 | \$ 79,061.25 |
| 14 | F & I PAVEMENT MRKG., COLD PLASTIC 24" WH. STOP BAR | LFT | 20.0 | \$ 5.00 | \$ 100.00 | \$ 24.50 | \$ 490.00 | \$ 24.50 | \$ 490.00 |
| 15 | F & I PAVEMENT MRKG., WATERBORNE, 4" YELLOW | LFT | 200.0 | \$ 1.00 | \$ 200.00 | \$ 4.25 | \$ 850.00 | \$ 4.25 | \$ 850.00 |
| 16 | F & I PAVEMENT MRKG., WATERBORNE, 4" WHITE | LFT | 50.0 | \$ 1.00 | \$ 50.00 | \$ 4.25 | \$ 212.50 | \$ 4.25 | \$ 212.50 |
| 17 | F & I PAVEMENT MRKG., COLD PLASTIC TURN ARROW | EA | 1.0 | \$ 100.00 | \$ 100.00 | \$ 265.00 | \$ 265.00 | \$ 265.00 | \$ 265.00 |
| 18 | F & I PAVEMENT MRKG., COLD PLASTIC "ONLY" | EA | 1.0 | \$ 100.00 | \$ 100.00 | \$ 275.00 | \$ 275.00 | \$ 275.00 | \$ 275.00 |
| 19 | TRAFFIC CONTROL - BENTLEY DRIVE | LS | 1.0 | \$ 3,000.00 | \$ 3,000.00 | \$ 5,430.00 | \$ 5,430.00 | \$ 3,500.00 | \$ 3,500.00 |
| 20 | SITE RESTORATION - BENTLEY DRIVE | LS | 1.0 | \$ 3,500.00 | \$ 3,500.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 3,500.00 | \$ 3,500.00 |
| 21 | TRAFFIC CONTROL - NORTH ROESSLER STREET | LS | 1.0 | \$ 3,000.00 | \$ 3,000.00 | \$ 5,430.00 | \$ 5,430.00 | \$ 3,500.00 | \$ 3,500.00 |
| 22 | SITE RESTORATION - NORTH ROESSLER STREET | LS | 1.0 | \$ 3,500.00 | \$ 3,500.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 3,500.00 | \$ 3,500.00 |
| 23 | F & I 4" CONCRETE ADA RAMP (PROVISIONAL ITEM) | SFT | 16.0 | \$ 10.00 | \$ 160.00 | \$ 10.00 | \$ 160.00 | \$ 10.00 | \$ 160.00 |
| | | | | | | | | | |
| | | | TOTAL COST | | \$ 240,743.78 | | \$ 250,753.65 | | \$ 252,467.60 |
| | | | | | | | | | |
| | | | | | | | | | |

2008 RESURFACING PROGRAM
 BID TABULATION

| ITEM | DESCRIPTION | UNITS | TOTAL NO. OF UNITS | ENGINEER'S ESTIMATE | | CADILLAC ASPHALT LLC | | BARRETT PAVING MATERIALS, INC. | |
|------|--|------------|--------------------|---------------------|---------------|----------------------|--------------|--------------------------------|--------------|
| | | | | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST |
| 1 | COLD MILL PAVEMENT | SYD | 4790.6 | \$ 2.25 | \$ 10,778.85 | \$ 1.85 | \$ 8,862.61 | \$ 2.00 | \$ 9,581.20 |
| 2 | R & D PAVEMENT AND APPROACH | SYD | 199.6 | \$ 13.00 | \$ 2,594.80 | \$ 9.00 | \$ 1,796.40 | \$ 9.00 | \$ 1,796.40 |
| 3 | R & D SPOT CURB | LFT | 641.8 | \$ 10.50 | \$ 6,738.90 | \$ 8.00 | \$ 5,134.40 | \$ 8.00 | \$ 5,134.40 |
| 4 | R & D SIDEWALK | SYD | 6.0 | \$ 12.00 | \$ 72.00 | \$ 13.50 | \$ 81.00 | \$ 13.50 | \$ 81.00 |
| 5 | ADJUST, CLEAN, & PLASTER STRUCTURE | EA | 8.0 | \$ 250.00 | \$ 2,000.00 | \$ 385.00 | \$ 3,080.00 | \$ 385.00 | \$ 3,080.00 |
| 6 | ADJUST VALVE BOX | EA | 0.0 | \$ 150.00 | \$ - | \$ 300.00 | \$ - | \$ 300.00 | \$ - |
| 7 | F & I CASTING | LBS | 3650.0 | \$ 1.50 | \$ 5,475.00 | \$ 1.05 | \$ 3,832.50 | \$ 1.05 | \$ 3,832.50 |
| 8 | F & I 6" CONCRETE PAVEMENT | SYD | 199.6 | \$ 32.00 | \$ 6,387.20 | \$ 35.00 | \$ 6,986.00 | \$ 35.00 | \$ 6,986.00 |
| 9 | F & I 6" CONCRETE PAVEMENT W/ INTEGRAL CURB | SYD | 0.0 | \$ 30.00 | \$ - | \$ 50.00 | \$ - | \$ 50.00 | \$ - |
| 10 | F & I SPOT CURB | LFT | 641.8 | \$ 20.00 | \$ 12,836.00 | \$ 18.50 | \$ 11,873.30 | \$ 18.50 | \$ 11,873.30 |
| 11 | F & I 4" CONCRETE SIDEWALK | SFT | 54.0 | \$ 4.00 | \$ 216.00 | \$ 3.50 | \$ 189.00 | \$ 3.50 | \$ 189.00 |
| 12 | F & I MDOT 13A LEVELING COURSE | TON | 455.1 | \$ 60.00 | \$ 27,306.00 | \$ 70.00 | \$ 31,857.00 | \$ 72.50 | \$ 32,994.75 |
| 13 | F & I MDOT 13A WEARING COURSE | TON | 455.1 | \$ 65.00 | \$ 29,581.50 | \$ 70.00 | \$ 31,857.00 | \$ 72.50 | \$ 32,994.75 |
| 14 | F & I PAVEMENT MRKG, COLD PLASTIC 24" WH, STOP BAR | LFT | 0.0 | \$ 5.00 | \$ - | \$ 24.50 | \$ - | \$ 24.50 | \$ - |
| 15 | F & I PAVEMENT MRKG, WATERBORNE, 4" YELLOW | LFT | 0.0 | \$ 1.00 | \$ - | \$ 4.25 | \$ - | \$ 4.25 | \$ - |
| 16 | F & I PAVEMENT MRKG, WATERBORNE, 4" WHITE | LFT | 0.0 | \$ 1.00 | \$ - | \$ 4.25 | \$ - | \$ 4.25 | \$ - |
| 17 | F & I PAVEMENT MRKG, COLD PLASTIC TURN ARROW | EA | 0.0 | \$ 100.00 | \$ - | \$ 265.00 | \$ - | \$ 265.00 | \$ - |
| 18 | F & I PAVEMENT MRKG, COLD PLASTIC "ONLY" | EA | 0.0 | \$ 100.00 | \$ - | \$ 275.00 | \$ - | \$ 275.00 | \$ - |
| 19 | TRAFFIC CONTROL - BENTLEY DRIVE | LS | 1.0 | \$ 3,000.00 | \$ 3,000.00 | \$ 5,430.00 | \$ 5,430.00 | \$ 3,500.00 | \$ 3,500.00 |
| 20 | SITE RESTORATION - BENTLEY DRIVE | LS | 1.0 | \$ 3,500.00 | \$ 3,500.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 3,500.00 | \$ 3,500.00 |
| 21 | TRAFFIC CONTROL - NORTH ROESSLER STREET | LS | 0.0 | \$ 3,000.00 | \$ - | \$ 5,430.00 | \$ - | \$ 3,500.00 | \$ - |
| 22 | SITE RESTORATION - NORTH ROESSLER STREET | LS | 0.0 | \$ 3,500.00 | \$ - | \$ 4,000.00 | \$ - | \$ 3,500.00 | \$ - |
| 23 | F & I 4" CONCRETE ADA RAMP (PROVISIONAL ITEM) | SFT | 0.0 | \$ 10.00 | \$ - | \$ 10.00 | \$ - | \$ 10.00 | \$ - |
| | | TOTAL COST | | \$ 110,486.25 | \$ 114,979.21 | \$ 115,543.30 | | | |

Prepared by Patrick M. Lewis, P.E. 8/11/2008

2008 RESURFACING PROGRAM
BID TABULATION

| 2008 RESURFACING PROGRAM - BENTLEY DRIVE | | | | FLORENCE CEMENT COMPANY, INC. | | ABC PAVING COMPANY | | GERKEN PAVING, INC. | |
|--|---|-------|--------------------|-------------------------------|----------------------|--------------------|----------------------|---------------------|----------------------|
| ITEM | DESCRIPTION | UNITS | TOTAL NO. OF UNITS | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST |
| 1 | COLD MILL PAVEMENT | SYD | 4790.6 | \$ 1.20 | \$ 5,748.72 | \$ 2.20 | \$ 10,539.32 | \$ 1.85 | \$ 8,862.61 |
| 2 | R & D PAVEMENT AND APPROACH | SYD | 199.6 | \$ 9.00 | \$ 1,796.40 | \$ 8.50 | \$ 1,696.60 | \$ 9.00 | \$ 1,796.40 |
| 3 | R & D SPOT CURB | LFT | 641.8 | \$ 8.00 | \$ 5,134.40 | \$ 10.00 | \$ 6,418.00 | \$ 8.00 | \$ 5,134.40 |
| 4 | R & D SIDEWALK | SYD | 6.0 | \$ 13.50 | \$ 81.00 | \$ 4.00 | \$ 24.00 | \$ 13.50 | \$ 81.00 |
| 5 | ADJUST, CLEAN, & PLASTER STRUCTURE | EA | 8.0 | \$ 385.00 | \$ 3,080.00 | \$ 425.00 | \$ 3,400.00 | \$ 385.00 | \$ 3,080.00 |
| 6 | ADJUST VALVE BOX | EA | 0.0 | \$ 300.00 | \$ - | \$ 180.00 | \$ - | \$ 300.00 | \$ - |
| 7 | F & I CASTING | LBS | 3650.0 | \$ 1.05 | \$ 3,832.50 | \$ 1.35 | \$ 4,927.50 | \$ 1.05 | \$ 3,832.50 |
| 8 | F & I 6" CONCRETE PAVEMENT | SYD | 199.6 | \$ 35.00 | \$ 6,986.00 | \$ 42.80 | \$ 8,542.88 | \$ 35.00 | \$ 6,986.00 |
| 9 | F & I 6" CONCRETE PAVEMENT W/ INTEGRAL CURB | SYD | 0.0 | \$ 50.00 | \$ - | \$ 4.30 | \$ - | \$ 50.00 | \$ - |
| 10 | F & I SPOT CURB | LFT | 641.8 | \$ 18.50 | \$ 11,873.30 | \$ 23.25 | \$ 14,921.85 | \$ 18.50 | \$ 11,873.30 |
| 11 | F & I 4" CONCRETE SIDEWALK | SFT | 54.0 | \$ 3.50 | \$ 189.00 | \$ 5.80 | \$ 313.20 | \$ 3.50 | \$ 189.00 |
| 12 | F & I MDOT 13A LEVELING COURSE | TON | 455.1 | \$ 80.00 | \$ 36,408.00 | \$ 74.00 | \$ 33,677.40 | \$ 89.00 | \$ 40,503.90 |
| 13 | F & I MDOT 13A WEARING COURSE | TON | 455.1 | \$ 84.30 | \$ 38,364.93 | \$ 77.00 | \$ 35,042.70 | \$ 80.00 | \$ 36,408.00 |
| 14 | F & I PAVEMENT MRKG., COLD PLASTIC 24" WH. STOP BAR | LFT | 0.0 | \$ 24.50 | \$ - | \$ 27.00 | \$ - | \$ 24.50 | \$ - |
| 15 | F & I PAVEMENT MRKG., WATERBORNE, 4" YELLOW | LFT | 0.0 | \$ 4.25 | \$ - | \$ 4.70 | \$ - | \$ 4.25 | \$ - |
| 16 | F & I PAVEMENT MRKG., WATERBORNE, 4" WHITE | LFT | 0.0 | \$ 4.25 | \$ - | \$ 4.70 | \$ - | \$ 4.25 | \$ - |
| 17 | F & I PAVEMENT MRKG., COLD PLASTIC TURN ARROW | EA | 0.0 | \$ 265.00 | \$ - | \$ 295.00 | \$ - | \$ 265.00 | \$ - |
| 18 | F & I PAVEMENT MRKG., COLD PLASTIC "ONLY" | EA | 0.0 | \$ 275.00 | \$ - | \$ 300.00 | \$ - | \$ 275.00 | \$ - |
| 19 | TRAFFIC CONTROL - BENTLEY DRIVE | LS | 1.0 | \$ 2,400.00 | \$ 2,400.00 | \$ 1,600.00 | \$ 1,600.00 | \$ 3,500.00 | \$ 3,500.00 |
| 20 | SITE RESTORATION - BENTLEY DRIVE | LS | 1.0 | \$ 4,000.00 | \$ 4,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 3,500.00 | \$ 3,500.00 |
| 21 | TRAFFIC CONTROL - NORTH ROESSLER STREET | LS | 0.0 | \$ 4,400.00 | \$ - | \$ 1,600.00 | \$ - | \$ 3,500.00 | \$ - |
| 22 | SITE RESTORATION - NORTH ROESSLER STREET | LS | 0.0 | \$ 4,000.00 | \$ - | \$ 2,000.00 | \$ - | \$ 3,500.00 | \$ - |
| 23 | F & I 4" CONCRETE ADA RAMP (PROVISIONAL ITEM) | SFT | 0.0 | \$ 10.00 | \$ - | \$ 5.50 | \$ - | \$ 10.00 | \$ - |
| | | | | | | | | | |
| | | | TOTAL COST | | \$ 119,894.25 | | \$ 123,103.45 | | \$ 125,747.11 |
| | | | | | | | | | |
| | | | | | | | | | |



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM THE MONROE FAMILY YMCA FOR PERMISSION TO DISPLAY A BANNER ACROSS MONROE STREET FROM SEPTEMBER 9 – 21, 2008

DISCUSSION: The City received a request from the Monroe Family YMCA for permission to display a banner across Monroe Street from September 9 – 21, 2008 announcing the Corporate Cup on September 19-21, 2008.

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

Manager: The City Manager recommends approval of the request.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office

DATE: 8/11/08

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 8/18/08



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REQUEST FROM FIRST PRESBYTERIAN CHURCH FOR PERMISSION TO DISPLAY A BANNER ACROSS EAST FRONT STREET FROM SEPTEMBER 1 – 21, 2008

DISCUSSION: The City received a request from First Presbyterian Church for permission to display a banner across Monroe Street from September 1 – 21, 2008 announcing the church's charity bed race to aid children on October 19th.

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

Manager: The City Manager recommends approval of the request.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE:

REASON FOR DEADLINE:

STAFF RECOMMENDATION: For Against

REASON AGAINST:

INITIATED BY:

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

COST AND REVENUE PROJECTIONS:

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: City Manager's Office

DATE: 8/11/08

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 8/18/08



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: INSTALLATION OF NEW PUBLIC WATER MAIN – EAST EIGHTH STREET BETWEEN WASHINGTON AND CUSTER – SPECIAL ASSESSMENT RESOLUTION NUMBER 4

DISCUSSION: As a part of the City's continual analysis of its water system, the Water and Engineering Departments have identified one link in the system where six (6) existing homes, in addition to one developable vacant lot, have access only to an existing 2-inch diameter shared water service. As a line of this size is not capable of providing adequate fire protection, and is not typically capable of providing peak service demands to the adjacent residents, this line has been planned to be replaced with a new 8" water main in conjunction with the reconstruction of the street pavement and the replacement of the existing sanitary sewer main, both of which have been funded in the 2008-09 Capital Improvements Program and therefore at no additional cost to the property owners.

The City Charter provides for the installation of public water mains at the discretion of the City Council and provides for recovery of most of the cost by a Special Assessment against the benefiting properties. Historically, the cost of fire hydrants and one-fifth of the remaining project costs have been borne by the Water Fund, and in this case we have also included an additional amount to cover the cost to loop this new main to Custer Street as well. This mechanism was most recently employed for replacement of a 2" service line on Sackett Avenue with a new 8" main in 2004.

The proposed plans and cost estimate for the water main replacement have been completed, and the public informational meeting was held on Tuesday, June 10, 2008, and was attended by property owners representing four out of the seven properties liable for an assessment. A map of the proposed district has been attached with this fact sheet, as well as the cost estimates presented at the meeting. The proposed district will be assessed on a Residential Equivalent Unit (REU) basis, and this is broken down on the attached estimates as well. It should be noted that following the informational meeting, it was determined that one property actually consists of two REUs instead of one as previously presented. The changes to the per REU assessment have been made on the attached documentation. Resolution 3, which is a determination of the public necessity of this project, and authorizes the Engineering Department to secure bids for the work, was passed by the City Council on July 7.

It appears that the most advantageous procurement method for this overall project will be to solicit quotes from the three underground utility contractors currently employed on City projects (Schumaker Brothers, E.R. Zeiler, and Anderzack-Pitzen), and to award the paving work to the 2008 Concrete Paving Program contractor (Dominic Gaglio Construction), thus the bidding process will be decreased in time substantially and we will be certain that we can meet the project time and quality standards. We have received two quotes for the underground work, and Schumaker Brothers is the lowest bidder on the underground work, with their bid of \$74,790.50 for the water main being 20% below the Engineer's Estimate and that originally presented with Resolutions 2 and 3. A tabulation of the quotes is attached with this fact sheet.

Since this project was not petitioned by the property owners, it is classified as a City-Council initiated project, any action would have to be by 5-2 vote of City Council.

IT IS RECOMMENDED that the attached Resolution 4 be adopted, and that a public hearing on the distribution of the assessment roll be scheduled for Tuesday, September 2, 2008 at 7:30 P.M. in the City Council Chambers.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: Would like to still retain the ability to complete all project work within 2008 if Contractor schedules allow.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering, Public Services, and Planning

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

FINANCES

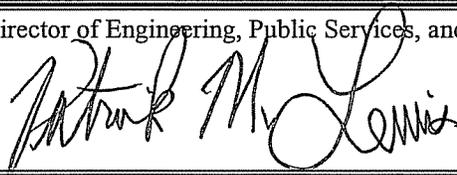
| | | |
|--------------------------------------|---------------------------------|-------------|
| COST AND REVENUE PROJECTIONS: | Cost of Total Project | \$97,227.65 |
| | Cost of This Project Approval | \$N/A |
| | Related Annual Operating Cost | \$N/A |
| | Increased Revenue Expected/Year | \$N/A |

| | | | |
|-------------------------|--|----------------|--------|
| SOURCE OF FUNDS: | <u>City</u> | Account Number | Amount |
| | Funding to be allocated at time of district confirmation | | |
| | <u>Other Funds</u> | | |

Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering, Public Services, and Planning **DATE:** 08/13/08

REVIEWED BY:



DATE:

COUNCIL MEETING DATE: August 18, 2008

RESOLUTION NUMBER 4

WHEREAS, the City Assessor has reported and filed a special assessment for the installation of a water main of East Eighth Street between Washington Street and Custer Street; known and designated as Water Main Special Assessment District Number 128, therefore be it;

RESOLVED, that the special assessment costs be spread over a period of ten (10) years with equal principal payments and interest charged at a rate of 4.96% on the unpaid balance, therefore be it;

RESOLVED, that on Tuesday, September 2, 2008, at the Council Chambers in the City of Monroe at 7:30 P.M., the Council will meet to review the special assessments so made; and that the City Clerk-Treasurer is directed to give notice of such review as required by the Charter.

2008 WATERMAIN PROGRAM
E. 8TH ST.

| E. 8th ST. WATERMAIN TOTAL PROJECT COST - LOW BID | | | | | |
|---|--|-------|--------------|----------------------------|---------------------|
| | DESCRIPTION | UNITS | NO. OF UNITS | UNIT PRICE | TOTAL |
| 1 | R & D PAVEMENT & APPROACH | SYD | 216.1 | \$ 10.00 | \$ 2,161.00 |
| 2 | R & D SPOT CURB | LFT | 46.0 | \$ 10.00 | \$ 460.00 |
| 3 | R & D SIDEWALK | SFT | 82.3 | \$ 5.00 | \$ 411.50 |
| 4 | R & D EXST'G VALVE BOX | EA | 1.0 | \$ 100.00 | \$ 100.00 |
| 5 | R & D EXST'G 8" DIA. W.M. | LFT | 5.0 | \$ 20.00 | \$ 100.00 |
| 6 | R & D EXST'G ROCK | CYD | 50.0 | \$ 50.00 | \$ 2,500.00 |
| 6 | CUT & CAP EXST'G 2" W.M. | EA | 1.0 | \$ 100.00 | \$ 100.00 |
| 7 | CUT & CAP EXST'G 8" W.M. | EA | 1.0 | \$ 300.00 | \$ 300.00 |
| 8 | F & I 8" D.I. CL 52 POLYWRAPPED WATER MAIN | LFT | 485.0 | \$ 60.00 | \$ 29,100.00 |
| 9 | F & I 8" GATE VALVE & BOX | EA | 1.0 | \$ 1,200.00 | \$ 1,200.00 |
| 10 | F & I STANDARD SETTING HYD BRANCH, COMPLETE | EA | 1.0 | \$ 3,000.00 | \$ 3,000.00 |
| 11 | F & I 8"X8"X6" D.I. TEE | EA | 1.0 | \$ 500.00 | \$ 500.00 |
| 12 | F & I 8"X8"X8" D.I. TEE | EA | 1.0 | \$ 500.00 | \$ 500.00 |
| 13 | F & I 8" 45° D.I. BEND AND THRUST BLOCK | EA | 2.0 | \$ 250.00 | \$ 500.00 |
| 14 | F & I 8" D.I. SOLID SLEEVE | EA | 1.0 | \$ 250.00 | \$ 250.00 |
| 15 | F & I 8" A.C. TO D.I. ADAPTOR | EA | 2.0 | \$ 1,000.00 | \$ 2,000.00 |
| 16 | RECONNECT WATER SERVICE SHORT SIDE, COMPLETE | EA | 2.0 | \$ 300.00 | \$ 600.00 |
| 17 | RECONNECT WATER SERVICE LONG SIDE, COMPLETE | EA | 4.0 | \$ 600.00 | \$ 2,400.00 |
| 18 | REPLACE WATER SERVICE SHORT SIDE, COMPLETE | EA | 1.0 | \$ 500.00 | \$ 500.00 |
| 19 | F & I 2" TEMP. BLOWOFF | EA | 1.0 | \$ 500.00 | \$ 500.00 |
| 20 | F & I 1" CHLORINATING TAP | EA | 1.0 | \$ 150.00 | \$ 150.00 |
| 21 | F & I 6" CONC. PAVE. | SYD | 20.8 | \$ 60.00 | \$ 1,248.00 |
| 22 | F & I SPOT CURB | LFT | 46.0 | \$ 30.00 | \$ 1,380.00 |
| 23 | F & I 36A BIT. HAND PATCH | TONS | 12.1 | \$ 300.00 | \$ 3,630.00 |
| 24 | F & I CONTROL DENSITY BACKFILL | CYD | 320.0 | \$ 60.00 | \$ 19,200.00 |
| 25 | MAINTAIN WATERMAIN TRENCH - DIV. A | LS | 1.0 | \$ 500.00 | \$ 500.00 |
| 26 | TRAFFIC CONTROL - DIV. A | LS | 1.0 | \$ 500.00 | \$ 500.00 |
| 27 | SITE RESTORATION - DIV A | LS | 1.0 | \$ 1,000.00 | \$ 1,000.00 |
| | | | | | |
| | | | | CONSTRUCTION COST | \$ 74,790.50 |
| | | | | | |
| | | | | CONSTRUCTION COST | \$ 74,790.50 |
| | | | | CONTINGENCIES (15%) | \$ 11,218.58 |
| | | | | ENGINEERING (15%) | \$ 11,218.58 |
| | | | | PROJECT TOTAL COST | \$ 97,227.65 |

2008 WATERMAIN PROGRAM
E. 8TH ST.

| E. 8th ST. WATERMAIN - CITY NON SAD AREA - LOW BID | | | | | |
|--|--|-------|--------------|----------------------------|---------------------|
| | DESCRIPTION | UNITS | NO. OF UNITS | UNIT PRICE | TOTAL |
| 1 | R & D PAVEMENT & APPROACH | SYD | 18.7 | \$ 10.00 | \$ 187.00 |
| 2 | R & D SPOT CURB | LFT | 13.0 | \$ 10.00 | \$ 130.00 |
| 3 | R & D SIDEWALK | SFT | 0.0 | \$ 5.00 | \$ - |
| 4 | R & D EXST'G VALVE BOX | EA | 0.0 | \$ 100.00 | \$ - |
| 5 | R & D EXST'G 8" DIA. W.M. | LFT | 0.0 | \$ 20.00 | \$ - |
| 6 | R & D EXST'G ROCK | CYD | 10.5 | \$ 50.00 | \$ 525.00 |
| 6 | CUT & CAP EXST'G 2" W.M. | EA | 0.0 | \$ 100.00 | \$ - |
| 7 | CUT & CAP EXST'G 8" W.M. | EA | 0.0 | \$ 300.00 | \$ - |
| 8 | F & I 8" D.I. CL 52 POLYWRAPPED WATER MAIN | LFT | 101.2 | \$ 60.00 | \$ 6,072.00 |
| 9 | F & I 8" GATE VALVE & BOX | EA | 0.0 | \$ 1,200.00 | \$ - |
| 10 | F & I STANDARD SETTING HYD BRANCH, COMPLETE | EA | 1.0 | \$ 3,000.00 | \$ 3,000.00 |
| 11 | F & I 8"X8"X6" D.I. TEE | EA | 1.0 | \$ 500.00 | \$ 500.00 |
| 12 | F & I 8"X8"X8" D.I. TEE | EA | 0.0 | \$ 500.00 | \$ - |
| 13 | F & I 8" 45° D.I. BEND AND THRUST BLOCK | EA | 0.0 | \$ 250.00 | \$ - |
| 14 | F & I 8" D.I. SOLID SLEEVE | EA | 1.0 | \$ 250.00 | \$ 250.00 |
| 15 | F & I 8" A.C. TO D.I. ADAPTOR | EA | 0.0 | \$ 1,000.00 | \$ - |
| 16 | RECONNECT WATER SERVICE SHORT SIDE, COMPLETE | EA | 0.0 | \$ 300.00 | \$ - |
| 17 | RECONNECT WATER SERVICE LONG SIDE, COMPLETE | EA | 0.0 | \$ 600.00 | \$ - |
| 18 | REPLACE WATER SERVICE SHORT SIDE, COMPLETE | EA | 0.0 | \$ 500.00 | \$ - |
| 19 | F & I 2" TEMP. BLOWOFF | EA | 0.0 | \$ 500.00 | \$ - |
| 20 | F & I 1" CHLORINATING TAP | EA | 0.0 | \$ 150.00 | \$ - |
| 21 | F & I 6" CONC. PAVE. | SYD | 0.0 | \$ 60.00 | \$ - |
| 22 | F & I SPOT CURB | LFT | 0.0 | \$ 30.00 | \$ - |
| 23 | F & I 36A BIT. HAND PATCH | TONS | 3.8 | \$ 300.00 | \$ 1,140.00 |
| 24 | F & I CONTROL DENSITY BACKFILL | CYD | 32.0 | \$ 60.00 | \$ 1,920.00 |
| 25 | MAINTAIN WATERMAIN TRENCH - DIV. A | LS | 0.2 | \$ 500.00 | \$ 100.00 |
| 26 | TRAFFIC CONTROL - DIV. A | LS | 0.2 | \$ 500.00 | \$ 100.00 |
| 27 | SITE RESTORATION - DIV A | LS | 0.2 | \$ 1,000.00 | \$ 200.00 |
| | | | | | |
| | | | | CONSTRUCTION COST | \$ 14,124.00 |
| | | | | CONTINGENCIES (15%) | \$ 2,118.60 |
| | | | | ENGINEERING (15%) | \$ 2,118.60 |
| | | | | PROJECT TOTAL COST | \$ 18,361.20 |

2008 WATERMAIN PROGRAM
E. 8TH ST.

E. 8th ST. WATERMAIN - SAD COST - LOW BID

| | DESCRIPTION | UNITS | NO. OF UNITS | UNIT PRICE | TOTAL |
|----|--|-------|--------------|-------------------------------|---------------------|
| 1 | R & D PAVEMENT & APPROACH | SYD | 197.4 | \$ 10.00 | \$ 1,974.00 |
| 2 | R & D SPOT CURB | LFT | 33.0 | \$ 10.00 | \$ 330.00 |
| 3 | R & D SIDEWALK | SFT | 82.3 | \$ 5.00 | \$ 411.50 |
| 4 | R & D EXST'G VALVE BOX | EA | 1.0 | \$ 100.00 | \$ 100.00 |
| 5 | R & D EXST'G 8" DIA. W.M. | LFT | 5.0 | \$ 20.00 | \$ 100.00 |
| 6 | R & D EXST'G ROCK | CYD | 39.5 | \$ 50.00 | \$ 1,975.00 |
| 6 | CUT & CAP EXST'G 2" W.M. | EA | 1.0 | \$ 100.00 | \$ 100.00 |
| 7 | CUT & CAP EXST'G 8" W.M. | EA | 1.0 | \$ 300.00 | \$ 300.00 |
| 8 | F & I 8" D.I. CL 52 POLYWRAPPED WATER MAIN | LFT | 383.8 | \$ 60.00 | \$ 23,028.00 |
| 9 | F & I 8" GATE VALVE & BOX | EA | 1.0 | \$ 1,200.00 | \$ 1,200.00 |
| 10 | F & I STANDARD SETTING HYD BRANCH, COMPLETE | EA | 0.0 | \$ 3,000.00 | \$ - |
| 11 | F & I 8"X8"X6" D.I. TEE | EA | 0.0 | \$ 500.00 | \$ - |
| 12 | F & I 8"X8"X8" D.I. TEE | EA | 1.0 | \$ 500.00 | \$ 500.00 |
| 13 | F & I 8" 45° D.I. BEND AND THRUST BLOCK | EA | 2.0 | \$ 250.00 | \$ 500.00 |
| 14 | F & I 8" D.I. SOLID SLEEVE | EA | 0.0 | \$ 250.00 | \$ - |
| 15 | F & I 8" A.C. TO D.I. ADAPTOR | EA | 2.0 | \$ 1,000.00 | \$ 2,000.00 |
| 16 | RECONNECT WATER SERVICE SHORT SIDE, COMPLETE | EA | 2.0 | \$ 300.00 | \$ 600.00 |
| 17 | RECONNECT WATER SERVICE LONG SIDE, COMPLETE | EA | 4.0 | \$ 600.00 | \$ 2,400.00 |
| 18 | REPLACE WATER SERVICE SHORT SIDE, COMPLETE | EA | 1.0 | \$ 500.00 | \$ 500.00 |
| 19 | F & I 2" TEMP. BLOWOFF | EA | 1.0 | \$ 500.00 | \$ 500.00 |
| 20 | F & I 1" CHLORINATING TAP | EA | 1.0 | \$ 150.00 | \$ 150.00 |
| 21 | F & I 6" CONC. PAVE. | SYD | 20.8 | \$ 60.00 | \$ 1,248.00 |
| 22 | F & I SPOT CURB | LFT | 46.0 | \$ 30.00 | \$ 1,380.00 |
| 23 | F & I 36A BIT. HAND PATCH | TONS | 8.3 | \$ 300.00 | \$ 2,490.00 |
| 24 | F & I CONTROL DENSITY BACKFILL | CYD | 288.0 | \$ 60.00 | \$ 17,280.00 |
| 25 | MAINTAIN WATERMAIN TRENCH - DIV. A | LS | 0.8 | \$ 500.00 | \$ 400.00 |
| 26 | TRAFFIC CONTROL - DIV. A | LS | 0.8 | \$ 500.00 | \$ 400.00 |
| 27 | SITE RESTORATION - DIV A | LS | 0.8 | \$ 1,000.00 | \$ 800.00 |
| | | | | | |
| | | | | CONSTRUCTION COST | \$ 60,666.50 |
| | | | | CONTINGENCIES (15%) | \$ 9,099.98 |
| | | | | ENGINEERING (15%) | \$ 9,099.98 |
| | | | | PROJECT TOTAL COST | \$ 78,866.45 |
| | Note: Represents total assessable cost to be spread on roll. | | | P.O. ASSESSABLE COST | \$ 63,093.16 |
| | Note: Represents 20% City share of assessable costs | | | CITY CONSTRUCTION COST | \$ 15,773.29 |

WATERMAIN SPEICAL ASSESSMENT DISTRICT
EAST 8th St.

| PARCEL ID | PROPERTY ADDRESS | OWNER NAME | OWNER MAILING ADDRESS | ONWER CITY , STATE, ZIP | REU'S | ASSESSMENT |
|---|------------------|---------------------------------------|-----------------------|-------------------------|-------|-------------|
| 39-94 | 115 E. 8th St. | BRIAN SEXTON | 4753 SOUTHPOINTE PKWY | MONROE, MI 48161 | 2 | \$11,471.48 |
| 39-100 | 116 E. 8th St. | PETER & MARY BEAUVAIS | 116 E. 8th St. | MONROE, MI 48161 | 1 | \$5,735.74 |
| 39-95 | 117 E. 8th St. | BRIAN SEXTON | 4753 SOUTHPOINTE PKWY | MONROE, MI 48161 | 4 | \$22,942.97 |
| 39-96 | 121 E. 8th St. | DAIVD & MARIE MCLAUGHLIN | 121 E. 8th St. | MONROE, MI 48161 | 1 | \$5,735.74 |
| 39-99 | 122 E. 8th St. | VICTOR & JULIANNE SIECH | 122 E. 8th St. | MONROE, MI 48161 | 1 | \$5,735.74 |
| 39-98 | 128 E. 8th St. | JOHN MACK & MARIA PELLIKKA | 128 E. 8th St. | MONROE, MI 48161 | 1 | \$5,735.74 |
| 39-97 | 131 E. 8th St. | B'NAI ISRAEL TEMPLE C/O REBECCA SACKS | 1358 HOLLYWOOD DR. | MONROE, MI 48162 | 1 | \$5,735.74 |
| TOTAL FOR ALL PARCELS | | | | | 11 | \$63,093.16 |
| COST PER RESIDENTIAL EQUIVALENT UNIT (REU) = \$5,735.74 | | | | | | |

RESOLUTION OF SUPPORT

A resolution supporting participation in the Governor's Centers for Regional Excellence Program with the Cities of Monroe and Luna Pier, the Village of Dundee, Bedford Township, along with various non-profit organizations located within the County of Monroe.

1 WHEREAS, the Monroe City Council recognizes that the services offered to
2 citizens are important to the fabric of our community and often
3 attract people to move here, and;

4 WHEREAS, regional collaboration may be one avenue to pursue to
5 maintain or enhance some of the services we now offer, and;

6 WHEREAS, regional collaboration may afford us flexibility in our budgeting
7 without diminishing the way of life in our community, and;

8 WHEREAS, regional collaboration may help us save money as well as
9 providing effective and efficient services, and;

10 WHEREAS, regional collaboration has proved in many areas to be an
11 effective land use tool, and;

12 WHEREAS, regional collaboration may help both our region and our
13 community be more economically competitive.

14 NOW, THEREFORE, BE IT RESOLVED that the City of Monroe agrees to
15 participate in the Centers for Regional Excellence Program and
16 collaborate with the aforementioned communities and
17 *eCultureConnect*, a privately owned, state sanctioned database, to
18 conduct a survey of Monroe County's cultural and historic assets.

19 BE IT FURTHER RESOLVED, that the City of Monroe will send a representative
20 to participate in these discussions, and;

21 BE IT FURTHER RESOLVED, that the citizens of the City of Monroe will be
22 kept fully informed and provided opportunities for input into the
23 process.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Request for Resolution of Support from Monroe County Cultural and Economic Development Office.

DISCUSSION: Governor Granholm has long been a proponent of regional collaboration between various units of government. These efforts have resulted regional coalitions being formed throughout the state to address the myriad of issues facing local communities including land use planning, economic development and redevelopment, and the ability to continue providing cost-effective services to citizens. In 2006, the Governor announced the creation of the Centers for Regional Excellence Program - a program intended to make Michigan more competitive, efficient, and effective by encouraging multi-jurisdictional collaboration. The program looks for "substantive, structural changes" in how communities work together to address issues and problems that can be duplicated in other areas and regions of the state.

Recent meetings of the Monroe County Cultural and Economic Development Task Force have resulted in the formation of the Monroe County Cultural and Economic Development Office (CEDO). The purpose of the Cultural and Economic Development Office is to create new opportunities that encourage economic growth through the promotion of county-wide cultural resources.

As part of this effort, CEDO will be applying for a \$25,000 grant from the Centers for Regional Excellence Program. Funds will be used to develop a new county-wide marketing plan, create new heritage interpretation programs, identify cultural landmarks, acquire computer software, and secure the services of a Lead Researcher to conduct a cultural and historic survey of the county. It is felt that this project could serve as a prototype for the rest of the state.

The grant application requires support from the various governmental entities, therefore, the Cultural and Economic Development Office is requesting support from the City of Monroe and adoption of the attached resolution. A letter from the Monroe County Cultural and Economic Development Office is attached along with information on the Centers for Regional Excellence Program for 2008. Grant applications are due by September 3, 2008.

CITY MANAGER RECOMMENDATION:

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

MONROE COUNTY CULTURAL AND ECONOMIC TASK FORCE

August 12, 2008

Mayor Mark G Worrel
Members of City Council
City of Monroe
120 East First Street
Monroe, Michigan 48161-2169

Dear Mayor Worrel and City Council Members,

I am writing you on behalf of the Monroe County Cultural and Economic Development Task Force. Our purpose is to create new opportunities for economic growth throughout Monroe County by utilizing the county's cultural and economic heritage. We are sponsoring a new Monroe County Cultural and Economic Development Office to research and implement this goal.

We are partnering with eCultureConnect, a privately owned and Michigan state sanctioned database to conduct a survey about Monroe County's cultural and historic assets. These assets will in turn be used to develop new economic stimulus for tourism in our county. It will also create a new network of resources that partners the larger cities such as Monroe, Bedford, Luna Pier and Dundee with smaller communities and villages in the county. Having a database of resources available for local and out of state tourism will create new opportunities for cross marketing of local goods and services, as well as spur on new economic growth. Pooling our cultural, historic and natural resources throughout the county will allow us to stand together as one large economic entity, instead of the dozens of small independent economic centers we are today. Our goal is to have these communities working together to share knowledge in order to improve the quality of life for all of the citizens of Monroe County. As a prototype for the rest of the state, this program will show how the cultural and historic resources we have in existence can enrich our lives and the lives of those traveling within our landscape.

The first step in this process is to secure funding through governmental grants in order to conduct the research needed. We are asking the City of Monroe for a letter of support toward a \$25,000 Centers of Regional Excellence Grant, provided through the State of Michigan. This grant proposal will help our office fund a new marketing plan for Monroe County, develop new heritage interpretation programs, identify known and unknown cultural landmarks, secure the use of a Lead Researcher to conduct the cultural and historic survey, provide funds for computer software for cataloging of the data, and support volunteer and internship opportunities in our community for worthy college students. The grant will also support the communities effort to diversify our cultural assets across Monroe County.

This project is of enormous value to the City of Monroe and all of the inhabitants of Monroe County. We are hoping that you will partner with us to help create new opportunities to boost economic growth and community revitalization in Monroe County.

Sincerely,

John Gibney, Director and Task Force Co-Chairperson

Monroe County Historical Museum
126 South Monroe St.
Monroe, MI 48161
(734) 240-7780

REQUEST FOR PROPOSALS

Centers for Regional Excellence

Round II, 2008

Collaborating Communities are Competitive Communities

General Background

Since taking office, Governor Granholm has called on local communities to think and act regionally. Many communities have responded, forming regional coalitions for purposes of better land use planning, economic development and redevelopment, providing more cost-effective and efficient services or maintaining services they might otherwise lose.

What is the Centers for Regional Excellence Program?

In March of 2006, the Governor announced seven awardees in the first Centers for Regional Excellence program. The goal of the program is to increase instances of collaboration in order to help Michigan communities be more competitive, efficient and effective. We are looking for substantive, structural changes. The program supports models of collaboration that might ultimately be replicable for other communities in the future; helps communities tackle barriers to collaboration through technical assistance, outside mediation/facilitation and use of best practice; and encourages interesting/complex examples of collaboration.

The Centers for Regional Excellence Program seeks multiple communities in one area who will commit to formal agreements on a specific collaborative project. A lead entity will apply on behalf of the collaboration. Funded through an initial grant from MSHDA, the program anticipates selecting at least eight awardees. Grants will extend for a two year period, with the expectation for regular progress reporting by the lead entity.

What is Available to Awardees?

- A grant of up to \$25,000, distributed over two years, to aid in costs related to implementation of combining/coordinating services, such as payment of a project leader, new equipment systems, etc. State funds cannot be used for feasibility studies and planning consultants.
- A brief primer of best practices, available on the CRE website, www.michigan.gov/cre, on building strong collaboratives gathered from information provided by communities throughout Michigan who have put together ongoing successful programs
- Access to facilitators and research assistants, where necessary and available, from a Michigan university
- Access to mentors from around Michigan who have already participated in successful collaborations
- Priority access to a variety of state grants and services for collaborative use that are applicable to the collaborative process
- A website providing information on collaboration and model documents

Grant Applicant Requirements. The following must be included with your proposal:

1. Threshold requirement: each participating governmental unit (including school districts if applicable) must provide a resolution expressing support for participating in the specific collaborative project and a commitment to participate in a committee to pursue it. The resolution must accompany the proposal. A model resolution is attached to this RFP
2. Evidence of previous collaborative experience between and among these communities
3. Listing of the collaboration committee, including
 - One representative from each local government involved
 - Local stakeholders/community partners, such as chambers of commerce, banking community, major employers, labor unions, foundations, nonprofit organizations, local school districts or ISDs, university or community colleges, faith-based organizations, ethnic groups, community and constituency groups, local media, etc.
4. Letter of support from each participating nongovernmental stakeholder
5. Description of strategies for community engagement in a visioning process
6. Statement of proposed activities, including
 - Brief yet precise description of the activities
 - Why this project makes your area a better place to live, to work, to recreate. How will it impact your region, make it a more attractive place to do business?
 - What structural and infrastructure changes will result?
 - Other benefits/results
 - Explanation of barriers to cooperation
7. Explanation of how progress will be measured
8. Explanation of how the proposal will be implemented—an abbreviated action plan outline
9. Two year timeline
10. Budget: amount requested and specifically how state funds will be used
11. Local funding partners, such as foundations or banks, and the dollar amount, if committed, and how this money will be used.
12. Commitment of local dollars and in-kind services
13. Identification of spokesperson/leader of the group along with contact information
14. Identification of technical leader(s), if necessary. For example, if the project involves an area-wide dispatch system, which public safety official(s) will oversee the technical aspects of the project?
15. Identification of fiduciary
16. Participation in an interview with review committee, prior to awards, if requested. Members of your stakeholders committee must also take part.

Successful applicants will also be expected to turn in quarterly reports and to participate in a statewide event on regional collaboration in 2009

Priority Considerations

- Number and variety in types of communities involved (cities, townships, villages, counties, school districts; urban, suburban and rural areas)
- Diversity and number of community stakeholders participating, in addition to government representatives
- Strength of your collaborative structure
- Likelihood of project success and sustainability
- Significant benefits to participating communities
- Commitment of leaders
- Emphasis on implementation (vs. planning) for use of grant funds
- Commitment of resources from local funding partners
- Centers that propose more unique forms of collaboration and those that appear to offer the greatest positive impact over time
- Replicability of project
- Early success in identifying and overcoming roadblocks
- Special attention will be given to collaborations that emphasize economic development initiatives and attract investment

Examples of Collaborative Activities

Economic development or redevelopment, energy and alternative energy, recreation, cultural and tourism activities, water and sewer, environmental protection and open space, urban growth boundaries and land use planning, combined agencies (housing, health, etc.), public safety, transit, technology sharing, planning, telecommunications, etc. *Be creative!*

(A list of the 2006 awardees as well as a brief summary of all proposals received is available on the CRE website.)

Eligible Applicants

- Any local unit of government, including DDA, authority, school district or ISD
- A participating nonprofit organization, such as those found on the list of potential stakeholders above

Workshop and interview information

We will hold a state-wide conference call on July 22 at 11 a.m. to answer questions/provide information for those interested in responding to the RFP. The call-in number is (877)873-8017; access number is 7799354. The number will also be available on the CRE website. In addition, members of the application judging committee will conduct phone or on-site interviews with representatives of select areas before the final decisions are made.

Program Timeline:

Proposals must be received by mail and email by September 3, 2008



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Employment Agreements - Temporary Help

DISCUSSION:

Request approval to re-employ, City of Monroe retirees, Mr. Thomas Smith and Mr. Steve Schilling on a temporary basis, effective _____. Please refer to the attached Employment Agreement's and, in particular, Section 6 (a), Employee Benefits. Under this Section, Mr. Smith and Mr. Schilling will continue to receive all of their retirement benefits including retiree health care. In addition, they will receive \$21.45 per hour for services rendered to the City beginning _____. However, they will not receive additional pension credits or any other standard employee benefits (i.e. vacation, holiday, sick, personal or any other insurance benefits.)

Currently the Wastewater Treatment Plant is operating with four less Assistant Operator's since late June 2008. Although the positions had been posted internally, we did not receive any internal bids. As a result, it is recommended to utilize the knowledge and expertise of both retirees for the Wastewater Treatment Plant. Mr. Smith and Mr. Schilling will be able to provide these services to the City until permanent replacements can be hired.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: ASAP

REASON FOR DEADLINE: Maintain continued services and training

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Peggy A. Howard/Human Resources Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Wastewater Department

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

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

Budget Approval: _____

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

DATE: 8/06/08

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: August 18, 2008

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made effective the _____ day of August, 2008, between the City of Monroe, a Municipal Corporation of the State of Michigan, hereinafter referred to as "City," and Steven L. Schilling, hereinafter referred to as "Employee."

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

2. **Duties and Responsibilities.** The Employee will serve in the capacity of Assistant Operator under the direct supervision of the Acting Wastewater Treatment Plant Superintendent. As Assistant Operator, Employee will assume duties of an entry level operator, monitors primary treatment equipment, cleans equipment and performs a variety of maintenance tasks. Attachment A, Job Description for Assistant Operator.

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 \$21.45 per hour, less required state and federal withholdings. Such payments shall be made in accordance with the City's regular bi-weekly payroll cycle.

4. **Hours of Work.** Employee will be required to work all shifts, eight (8) hours a day, no more than 32 hours per week on the 7-day operations schedule set forth by the Acting Wastewater Superintendent. Any additional hours must be pre-approved by the Director of Water and Wastewater Utilities. If time off is desired during the employees typical work shift, the employee shall follow the established Wastewater Plant policy and procedures and obtain approval from the Acting Wastewater Superintendent.

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

6. **Employee Benefits.**

- (a) The Employee and the City agree that for purposes of all services rendered under this Agreement, Employee shall not be entitled to membership in the City Employees' Retirement System pursuant to §296.07 (b)(1) of the Codified Ordinances of the City of Monroe. Further, consistent with Section 296.14(b) of the Codified Ordinances of the City of Monroe, the Employee's retirement benefits shall not be suspended during the period of his employment with the City under this Agreement.
- (b) Employee shall be entitled to coverage under the Michigan Worker's Disability Act in accordance with its provisions.
- (c) Except as otherwise expressly provided herein, the Employee shall not be entitled to medical, hospitalization, surgical, dental, life insurance, sick leave, vacation leave, personal leave or any other benefits from the City.

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

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

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

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

EMPLOYEE

CITY OF MONROE, MICHIGAN

Steven L. Schilling

By: _____
Peggy A. Howard, Human Resources
Director

**CITY OF MONROE
JOB DESCRIPTION**

WASTEWATER PLANT ASSISTANT OPERATOR

Supervised by: Wastewater Treatment Plant Superintendent
Supervises: n/a

Position Summary: Under general supervision of the Wastewater Treatment Plant Superintendent, employee will assume duties of an entry level operator, monitors primary treatment equipment, cleans equipment and performs a variety of maintenance tasks. Activities include extensive training with progression to more responsible operator tasks. Direct supervision is received from the Superintendent of Wastewater, with shift task instruction received from the Wastewater Plant Operator.

Essential Duties and Job Functions:

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

1. Monitors U.V. Modules, making adjustments when needed.
2. Regularly observes raw sludge and raw sewage pump for proper operation. Greases and oils moving parts as necessary.
3. In a similar fashion, observes commutors, grit removal and primary settling tanks to assure proper performance, empty hoppers and oversees loading to trucks.
4. Cleans screen removing debris, dumps barrels and hoppers.
5. Operates trucks delivering grit and sludge to appropriate dumping site.
6. Cleans equipment, dismantling, backwashing and reassembling pumps as necessary.
7. Uses a variety of power and manual equipment including electric hoists, ladders, grease guns, oilers, hoses, portable pumps, shovels and trucks.
8. Makes determinations based on current conditions, i.e., chlorine addition, bar screen usage, number and speed of raw sewage pumps needed and so forth.
9. Collects and delivers samples to laboratory for technical analysis.
10. Performs routine tests to determine consistency of sludge.
11. Reads gauges and meters, lift station alarm monitors, chlorine alarms, overload and wet well alarms and flow, recording data in accordance with departmental standards.

12. Performs plant utility tasks, painting, cutting grass, cleaning weirs, walls, unplugging lines and so forth.
13. Promptly notifies supervision of uncorrectable major equipment malfunctions or suspected problems.
14. Incorporates all department safety procedures and practice in work activity.
15. Must use City issued cell phone while on duty.
16. Performs confined space entries as required.
17. Performs related work as required.

Required Knowledge, Skills, Abilities and Minimum Qualifications:

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

Requirements include the following:

- Valid Michigan Drivers License
- High School Diploma
- State of Michigan D Wastewater License desirable

Physical Demands and Work Environment:

While performing the duties of this job, the employee is regularly required to communicate with others in person and on the telephone. The employee is frequently required to work at varying heights and in varying light conditions. The employee must occasionally lift and/or move objects of moderate to heavy weight. The employee is occasionally required to operate manual or power equipment and tools. While performing the duties of this job, the employee regularly works in a wastewater treatment plant. The employee frequently is exposed to moving mechanical parts; risk of electrical shock; vibration; fumes or airborne particles; and toxic or caustic chemicals. The noise level in the work environment is usually moderate, and can be very loud. Employee routinely wears PPE that includes, but is not limited to respirators, masks, safety goggles, confined spaces, etc.

June, 2008

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made effective the _____ day of August, 2008, between the City of Monroe, a Municipal Corporation of the State of Michigan, hereinafter referred to as "City," and Thomas E. Smith, hereinafter referred to as "Employee."

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

2. **Duties and Responsibilities.** The Employee will serve in the capacity of Assistant Operator under the direct supervision of the Acting Wastewater Treatment Plant Superintendent. As Assistant Operator, Employee will assume duties of an entry level operator, monitors primary treatment equipment, cleans equipment and performs a variety of maintenance tasks. Attachment A, Job Description for Assistant Operator.

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 \$21.45 per hour, less required state and federal withholdings. Such payments shall be made in accordance with the City's regular bi-weekly payroll cycle.

4. **Hours of Work.** Employee will be required to work all shifts, eight (8) hours a day, no more than 32 hours per week on the 7-day operations schedule set forth by the Acting Wastewater Superintendent. Any additional hours must be pre-approved by the Director of Water and Wastewater Utilities. If time off is desired during the employees typical work shift, the employee shall follow the established Wastewater Plant policy and procedures and obtain approval from the Acting Wastewater Superintendent.

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

6. **Employee Benefits.**

- (a) The Employee and the City agree that for purposes of all services rendered under this Agreement, Employee shall not be entitled to membership in the City Employees' Retirement System pursuant to §296.07 (b)(1) of the Codified Ordinances of the City of Monroe. Further, consistent with Section 296.14(b) of the Codified Ordinances of the City of Monroe, the Employee's retirement benefits shall not be suspended during the period of his employment with the City under this Agreement.
- (b) Employee shall be entitled to coverage under the Michigan Worker's Disability Act in accordance with its provisions.
- (c) Except as otherwise expressly provided herein, the Employee shall not be entitled to medical, hospitalization, surgical, dental, life insurance, sick leave, vacation leave, personal leave or any other benefits from the City.

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

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

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

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

EMPLOYEE

CITY OF MONROE, MICHIGAN

Thomas E. Smith

By: _____
Peggy A. Howard, Human Resources
Director

**CITY OF MONROE
JOB DESCRIPTION**

WASTEWATER PLANT ASSISTANT OPERATOR

Supervised by: Wastewater Treatment Plant Superintendent
Supervises: n/a

Position Summary: Under general supervision of the Wastewater Treatment Plant Superintendent, employee will assume duties of an entry level operator, monitors primary treatment equipment, cleans equipment and performs a variety of maintenance tasks. Activities include extensive training with progression to more responsible operator tasks. Direct supervision is received from the Superintendent of Wastewater, with shift task instruction received from the Wastewater Plant Operator.

Essential Duties and Job Functions:

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June, 2008



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Ordinance No. 08-013, an Ordinance to amend Chapter 296, Municipal Employees' Retirement System to revise Section 296.48(b)(2)A, Hybrid Pension retirement window.

DISCUSSION: This is our second recent request that Council amend ordinance language adopted earlier this summer to provide a Hybrid Pension Plan early retirement "window". The need to make another request to amend this ordinance was caused by an administrative miscalculation of the pre-notification period for eligible employees. The change proposed would permit eligible employees to file the necessary retirement-election application and voluntary-retirement agreement by September 30, 2008 instead of the previously adopted deadline of September 19, 2008, but would maintain the previously adopted retire-by-date of September 30, 2008.

It is my recommendation that Ordinance No. 08-013, an Ordinance to amend Chapter 296, Municipal Employees' Retirement System to revise Section 296.48(b) (2)A, be placed on the floor for its first reading on August 18, 2008, and that the public hearing, second reading and anticipated passage of the Ordinance be scheduled for a special City Council meeting on August 25, 2008.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: August 25, 2008

REASON FOR DEADLINE: Legal services transition

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: City Manager

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: In-house Attorney, City Assessor

FINANCES

| | | |
|--------------------------------------|---------------------------------|------------------|
| COST AND REVENUE PROJECTIONS: | Cost of Total Project | \$ No additional |
| | 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 |
| | <u>Other Funds</u> | | \$ N/A |
| | | | \$ N/A |
| | | | \$ N/A |
| | | | \$ N/A |

Budget Approval: _____

FACT SHEET PREPARED BY: George A. Brown, City Manager

DATE: August 14, 2008

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: August 18 and August 25, 2008

CITY OF MONROE
ORDINANCE NO. 08-013

An Ordinance to amend Chapter 296, Section 296.48(b)(2) A of the Codified Ordinances of the City of Monroe.

THE CITY OF MONROE ORDAINS.

SECTION 1. Amendment of Chapter 296, Section 296.48(B)(2)A of the Codified Ordinances of the City of Monroe.

Chapter 296, Section 296.48(B)(2)A of the Codified Ordinances of the City of Monroe is amended as follows:

- (b) Benefit provisions
 - (2) Early benefit option

(A) Eligibility. A member covered under this section who retires on or after reaching age 55 and who has completed 15 years of service may elect to receive the early benefit option. Subject to the provision hereinafter provided, non-union members covered under this section who were in the employ of the City of Monroe and had have at least 15 years of service as of July 1, 2008, and who retire on or before September 30, 2008, may retire under the early benefit option, regardless of age. Non-union members who meet the forgoing eligibility criteria and desire to retire under the early benefit option shall submit to the City's Human Resources Office a completed Election Form and a completed Voluntary Retirement Agreement (Agreement) by no later than 4:00 p.m. on September 30, 2008. as part of a Voluntary Early Retirement Incentive Program offered by the City in July through September 2008. An eligible employee may elect to participate in the Program by submitting to the City's Human Resources Office a completed form for Election to Participate in the City of Monroe Voluntary Early Retirement /Resignation Incentive Program (Election Form) and completed Voluntary Resignation, Incentive and Waiver Agreement (Agreement) by no later than 4:00 p.m. on August ~~September~~ 19, 2008. The employee's retirement/resignation shall be effective no later than August ~~September~~ 30, 2008.

SECTION 2. SEVERABILITY.

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

SECTION 3. EFFECTIVE DATE.

This Ordinance shall become effective immediately after its passage and publication.