
RULE OF THE CHAMBER

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

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

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

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

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

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

**AGENDA - CITY COUNCIL REGULAR MEETING
MONDAY, JUNE 15, 2009
AMENDED**

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. PRESENTATION.

Presentation by Fire Chief Joe Mominee regarding the joint fire fighter training exercise held at the Monroe Multi-Sports Complex.

Presentation by David Eby on behalf of the City of Monroe VFW Post 1138 regarding a proposal to erect an American Civil War monument at Soldiers and Sailors Park.

V. PUBLIC HEARINGS.

129 Public hearing to hear public comments on an application for an Industrial Facilities Tax Exemption Certificate pursuant to Public Act 198 of 1974, as amended, from Loretta Flour Milling Corporation, Inc. for the property located at 1151 West Elm Avenue, Monroe, Michigan 48162.

VI. COUNCIL ACTION.

124 Communication from the Chief of Police, submitting Proposed Ordinance No. 09-009, an ordinance to establish and implement the recovery of services fees for public safety services rendered to motor vehicle accidents.

Proposed Ordinance No. 09-009, up for its first reading and recommending that the public hearing be set for Monday, July 6, 2009.

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

A. Approval of the Minutes of the Regular Meeting held on Monday, June 1, 2009.

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

125 Family and Medical Leave Act Policy.

1. Communication from the Human Resources Director, reporting back on the new regulations to the Family and Medical Leave Act (FMLA) issued by the Department of Labor, effective January 16, 2009, and recommending that Council approve the attached policy and direct City administration to proceed with the implementation.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

126 FY 2009-2010 Chemicals/Sludge Disposal Requirements Bids.

1. Communication from the Director of Water & Wastewater Utilities, reporting back on bids received for the Wastewater Treatment Plant and recommending that purchase orders be awarded to the following vendors for the estimated chemicals /sludge disposal requirements at the Wastewater Treatment Plant based on the bid unit prices: Liquid Ferric Chloride to PVS Technologies, Inc. for a total cost of \$13,875, Catonic Polymer to Polydine, Inc. for a total cost of \$66,150, Lime Fine Material to Carneuse Lime Inc. for a total cost of \$10,318, WW Sludge Disposal to S & L Fertilizer for a total cost of \$325,200.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

127 FY 2009-2010 Chemical Requirements Bids.

1. Communication from the Director of Water & Wastewater Utilities, reporting back on bids received for the Water Treatment Plant, and recommending that Liquid Oxygen contract amendment be executed and for the Mayor and City Clerk-Treasurer be authorized to sign the contract on behalf of the City of Monroe and that purchase orders be awarded to the following vendors for the durations and estimated chemical requirements at the Water treatment Plant based on the bid unit prices: Liquid Aluminum Sulfate to General Chemical Corp. for a total cost of \$187,495, Zinc Orthophosphate (1:1) to Carus Chemical Co. for a total of \$42,770, Fluoride to Alexander Chem. Corp. for a total of \$40,600, Sodium Hypochlorite to PVS Nolwood Chem. Inc. for a total of \$51,434.46, Liquid Oxygen to Air Liquide Industrial for a total of \$25,905.56.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

128 Acquisition of Tax Foreclosed Land.

1. Communication from the Interim Director of Planning & Recreation, reporting back on an application for the acquisition of a tax foreclosed parcel at 1212 Franklin Court available to the City for the minimum bid price of \$900, and recommending that the City purchase 1212 Franklin Court and further recommending that the attached resolution be adopted, the application be approved for submittal, and that the Mayor be authorized to sign the necessary documents related to acquisition.
2. Supporting documents.
3. Action: Accept, place on file and the resolution be adopted.

- 129 Loretta Flour Milling Corporation, Inc. – Application for Industrial Facilities Exemption Certificate.
1. Communication from the Interim Director Planning & Recreation, submitting an Application for an Industrial Facilities Exemption Certificate from Loretta Flour Milling Corporation, Inc. for personal property at their facilities located at 1151 West Elm Avenue and 317 West Front Street and recommending that Council approve the request , in accordance with the recommendation of the EDRC, in the form of the attached resolution and authorize staff to forward the application to the State Tax Commission for their review and action.
 2. Supporting documents.
 3. Action: Accept, place on file and the resolution be adopted.
- 130 2008 Water Main Relining Under Interstate 75 – Change Order.
1. Communication from the Director of Engineering & Public Services, submitting a Change Order to cover a recent water main break under Interstate 75 at Albain Road, and recommending that Council award a Change Order to the 2008 Water Main Rehabilitation Program project to Insituform Technologies in the amount of \$65,000, and that a total of \$70,000 be encumbered to allow for any contingencies that may arise and further recommending that the City Engineer be authorized to sign the change order on behalf of the City of Monroe.
 2. Supporting documents.
 3. Action: Accept, place on file and that the recommendation be carried out.
- 131 Firefighters Local 326/Ratification.
1. Communication from the Human Resources Director, submitting the tentative agreement between the City of Monroe and Monroe Firefighters Association, AFL-CIO, Local 326, and recommending that Council approve the tentative agreement, the terms of which will be incorporated in the Monroe Firefighters Association Collective Bargaining Agreement.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 132 Monroe Community Ambulance (MCA) Agreement.
1. Communication from the Chief of Fire, submitting a back-up ambulance service agreement with Monroe Community Ambulance Service, and recommending Council approve the back-up ambulance service agreement between the City of Monroe and Monroe Community Ambulance Service.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.

VIII. MAYOR'S COMMENTS.

IX. CITY MANAGER COMMUNICATION.

X. COUNCIL COMMENTS.

XI. CITIZEN COMMENTS.

XII. CLOSED SESSION TO DISCUSS POTENTIAL REAL ESTATE ACQUISITION

XIII ADJOURNMENT.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Ordinance 09-009 *Accident Cost Recovery*: An ordinance to establish and implement the recovery of services fees for public safety services rendered to motor vehicle accidents.

DISCUSSION: The proposed Ordinance is presented for Mayor and Council's review and consideration. This ordinance establishes and implements a program to recover service fees for the deployment of public safety services rendered by the City of Monroe for motor vehicle accident services that are beyond core governmental services and are outside the primary function and scope of basic criminal protection, investigation and fire suppression.

This ordinance is placed on the agenda for its first reading on Monday, June 15, 2009; with a public hearing, second reading and anticipated passage on Monday, July 6, 2009.

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: John Michrina, Chief of Police

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

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:

DATE:

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: Mondays, June 15 and July 6, 2009

ORDINANCE 09-009 *Accident Cost Recovery*

1 **AN ORDINANCE ESTABLISHING AND IMPLEMENTING A PROGRAM TO RECOVER**
2 **SERVICE FEES FOR THE DEPLOYMENT OF PUBLIC SAFETY SERVICES RENDERED BY**
3 **THE CITY OF MONROE FOR MOTOR VEHICLE ACCIDENT SERVICES THAT ARE**
4 **BEYOND CORE GOVERNMENTAL SERVICES AND ARE OUTSIDE THE PRIMARY**
5 **FUNCTION AND SCOPE OF BASIC CRIMINAL PROTECTION, INVESTIGATION AND FIRE**
6 **SURPRESSION.**

7 **WHEREAS**, the Police and Fire Departments service run activity to vehicular accidents
8 continues to increase each year; new Home Security regulations, such as biological training and
9 equipment, etc., will create increased demands on all operational areas of the Police and Fire
10 Departments' services; and,

11 **WHEREAS**, the Police and Fire Departments have investigated different methods to maintain a
12 high level of quality emergency services throughout times of constantly increasing service demands,
13 where maintaining an effective response by the Police and Fire Departments decreases the insurance
14 companies' costs by saving lives and minimizing property damage by fire; and,

15 **WHEREAS**, raising the real property tax to meet the increase in service demands would be
16 unfair to the property owners, when an increasing number of the Motor Vehicular Accidents (MVA) are
17 caused by individuals not owning property or paying property taxes in the City of Monroe; and the ability
18 of the Police and Fire Departments to effectively respond decreases the liability of the insurance
19 companies by saving lives and minimizing vehicular damage by fire; and,

20 **WHEREAS**, the City Council desires to implement a fair and equitable procedure by which to
21 collect said MVA fees and establish a billing system in accordance with State and Federal laws,
22 regulations and guidelines; Now, Therefore,

23

24 **THE CITY OF MONROE ORDAINS:**

25 **SECTION 1. Service Fees**

26 The Police and Fire Departments shall initiate service fees for the delivery of services, personnel,
27 supplies and equipment to the scene of motor vehicle accidents. The rate of the service fees shall be that
28 which is the usual, customary and reasonable costs (UCR), which includes any services, personnel,
29 supplies and equipment and may vary based on the actual costs of the individual accident.

30 **SECTION 2. Exemptions**

31 Costs, fees and expenses actually collected pursuant to Ordinance No. 97-016, being 311-14 to
32 311-21 of the Monroe Code, relating to Emergencies Caused by Impaired Drivers, shall not also be
33 collected pursuant to this ordinance.

34 **SECTION 3. Costs to Responsible Driver**

35 The service fees shall be charged to the responsible or “at-fault” driver, initially filed to their
36 motor vehicle insurance, representing an add-on-cost of the claim for negligent driving damages of the
37 vehicles, property and/or injuries. The claim costs shall be filed to the insurance company, the owner of a
38 vehicle, owner of property, or other responsible parties.

39 **SECTION 4. Rules and Regulations**

40 The City Manager or designee may make rules or regulations, and from time-to-time amend, revoke or
41 add rules and regulations, as they deem necessary or expedient in respect to billing for these fees or the
42 collection thereof.

43 **SECTION 5. Placement of Funds**

44 All amounts collected as a result of this Ordinance shall be placed into a fund as established by the
45 Finance Director to be used exclusively for personnel, supplies and equipment for the Police and Fire
46 Departments.

47

48 **SECTION 6. Severability.**

49 If any section, subsection, sentence, clause or phrase of this Ordinance is declared
50 unconstitutional by a court of competent jurisdiction, such decision or holding shall not affect the
51 validity of the remaining portions of this Ordinance.

52 **SECTION 7. Effective date.**

53 This Ordinance shall be in full force and effect Twenty (20) days after final passage and
54 publication.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: ALL ELIGIBLE EMPLOYEES

DISCUSSION: The new regulations to the Family and Medical Leave Act (FMLA) issued by the Department of Labor were effective January 16, 2009. These FMLA regulations are the first since 1995, just after the FMLA was passed. The changes are rather significant for employers and address at least three major categories: (1) compliance with the new Military Caregiver Leave (also known as "Service member Family Leave"); (2) compliance with the new Qualifying Exigency Leave (also known as "Active Duty Leave"), which took effect in January 2009; and (3) numerous updates and revisions to regulations generally applicable to the FMLA. The attached document provides a more detailed statement of policy for providing Family and Medical Leave for all eligible employees.

I am recommending that the Mayor and City Council approve the attached policy and direct City administration to proceed with implementation.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: June 15, 2009

REASON FOR DEADLINE:

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Peggy A. Howard, Human Resources Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED:

FINANCES

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

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

Budget Approval: _____

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

DATE: June 9, 2009

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 6/15/09

Section Name: Human Resources Effective Date: June 15, 2009
Section Number: 400 Date of Revision:
Policy Number: 003
Page: 1 of 7

Subject: Family and Medical Leave Act

1. Purpose: The purpose of this policy under the Family and Medical Leave Act (FMLA) is to provide eligible employees with unpaid leave for certain family and medical reasons.
2. Statement of Policy: This policy sets out the employee's rights and obligations.
 - A. Employee Eligibility Criteria. To be eligible for FMLA leave, the employee must have been employed:
 - for at least one year (which need not be consecutive);
 - for at least 1250 hours during the 12 month period immediately preceding the commencement of the leave
 - B. Reasons for FMLA Leave. Subject to the provisions of this policy and the Family and Medical Leave Act, an eligible employee may take leave for any one, or a combination of, the following reasons:
 1. The birth of the employee's child or to care for the newborn child;
 2. The placement of a child with the employee for adoption or foster care or to care for the newly placed child.
 3. To care for the employee's spouse, child or parent (but not in-law) with a serious health condition; and/or
 4. To care for the employee's own serious health condition that makes the employee incapable of performing the functions of his or her job.
 5. A qualifying exigency (as defined by the Department of Labor) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.
 6. Care of the employee's spouse, child, parent, or next of kin (nearest blood relative) who, as a result of injury or illness incurred in the line of duty while on active duty in the Armed Forces, (a) is undergoing medical treatment, recuperation, or therapy, (b) is otherwise in outpatient status, or (c) is otherwise on a temporary disability retired

list, provided that such injury or illness may render the service member medically unfit to perform duties of his/her office, grade, rank or rating.

C. Amount of Leave.

An eligible employee is entitled to up to 12 workweeks of unpaid leave during any 12-month period for reasons 1-5 above.

An eligible employee is entitled to up to 26 workweeks in a single 12-month period to care for an injured or ill service member (reason 6 above). Provided, however, leave to care for an injured or ill service member, when combined with other FMLA qualifying leave (reasons 1-5), may not exceed 26 weeks in a single 12 month period. This paragraph does not limit the availability of FMLA leave for reasons 1-5 during any other 12-month period.

D. Leave Period.

Reasons 1-5. The leave period for reasons 1-5 is a rolling 12-month period measured backward from the first day of the employee's leave.

Reason 6. The single 12-month leave period for reason 6 will be measured consistent with Department of Labor Regulations.

E. Birth, Care or Placement of Child. The right to FMLA leave for the birth, care and/or placement of a child into an employee's family may only be taken within the 12 months after the date of the birth or placement of the child.

F. Spouses Working for the City. If both spouses are employed by the City of Monroe, the combined leave for either birth, care and/or placement of a child, or to care for the employee's parent with a serious health condition shall not exceed 12 weeks. The combined leave for spouses working for the City is limited to 26 weeks when leave is to care for an injured or ill service member, or such leave is taken in combination with leave for either birth, care and/or placement of a child, or to care for the employee's parent.

G. Intermittent Or Reduced Work Schedule Leave.

1. Definitions. Under some circumstances, employees may take FMLA leave intermittently or on a reduced work schedule basis. Intermittent leave is leave taken in separate blocks of time. A reduced work schedule leave is a leave schedule that reduces an employee's usual number of hours per workweek or hours per workday.

2. Birth, Care or Placement of a Child. In the case of unpaid leave for the birth, care or placement of a child, intermittent leave or working a reduced number of hours is not permitted, unless both the employee and the City agree.
 3. Medical Necessity. In the case of unpaid leave for serious health conditions, the leave may be taken intermittently or on a reduced hour's basis only if such leave is medically necessary.
 4. Military Family Leave. FMLA leave may also be taken intermittently or on a reduced hour's basis for reasons relating to a family member's Armed Forces active duty or when an employee needs to care for a family member who has incurred an injury or illness while on active duty.
 5. Temporary Transfer of Position. Where an employee requests intermittent leave or leave on a reduced hours basis, the City has the option, in its sole discretion, to require the employee to transfer to a temporary alternative job for which the employee is qualified and which better accommodates the intermittent leave or reduced hours leave than the employee's regular job. The temporary position will have equivalent pay and benefits as the employee's regular job.
 6. Scheduling of Leave. If an employee takes leave intermittently or on a reduced work schedule basis, the employee must, if possible, attempt to schedule the leave so as not to unduly disrupt operations.
- H. Written Application. Employees may request FMLA leave by completing the City's Application for FMLA Leave form and submitting it to Human Resources. Employees can obtain one of these forms from Human Resources.
- I. Employee Notice Requirement.
1. Reasons 1 and 2. When the necessity for leave under reasons 1 and 2 is foreseeable based on an expected birth or placement, the employee must provide Human Resources with at least 30 days advance notice, before the leave is to begin, of the employee's intention to take leave, except that if the date the birth or placement requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.
 2. Reasons 3, 4 and 6. When the necessity for leave under reasons 3, 4 and 6, is foreseeable based upon planned medical treatment, the employee

- a) shall make a reasonable effort to schedule the treatment so as to not unduly disrupt operations, subject to the approval of the applicable health care provider; and
 - b) shall provide not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave, except that if the date of treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.
3. Reason 5. When the necessity for leave under reason 5 is foreseeable, whether because the spouse, or a son, daughter, or parent, of the employee is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation, the employee shall provide such notice as is reasonable and practicable.

J. Initial Documentation.

1. Family Member Status. When leave is taken to care for a family member, the City may require the employee to provide documentation or statement of family relationship (e.g., birth certificate or court document).
2. Medical Certification. An application for FMLA leave based on reasons 3, 4 or 6 must, in addition to the "Application for FMLA Leave" form, be accompanied by the applicable "Certification of Health Care Provider" form. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition. If the employee has a serious health condition, the certification must state that the employee cannot perform the functions of his or her job. If the City receives a complete medical certification, it will limit its inquiries to the health care provider for clarification and authenticity.
3. Qualified Exigency (Reason 5). A request for leave for a qualified exigency (reason 5), must be supported by a certification issued at such time and in such manner as the Secretary of Labor may by regulation prescribe. If the Secretary issues a regulation requiring such certification, the employee, shall provide, in a timely manner, a copy of such certification to the City.

K. Employee's Reporting Requirements.

1. Recertification and Periodic Reporting. The City may require an employee on FMLA leave to report periodically on his or her status and the intention of the employee to return to work, and also periodic recertification of the medical condition. The City will notify the employee in writing of its initial requirement for medical certification.

The City will advise the employee of its need for additional medical certification in writing.

2. Change in Return to Work Date. If the employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide Human Resources with reasonable notice of the employee's changed circumstances and new return to work date. If the employee gives Human Resources notice of the employee's intent not to return to work, the employee will be considered to have voluntarily resigned.
3. Fitness for Duty Certification. Before the employee returns to work from FMLA leave for the employee's own serious health condition, the employee may be required to submit a fitness for duty certification from the employee's health care provider, with respect to the condition for which the leave was taken, stating that the employee is able to resume work.

FMLA leave or return to work may be delayed or denied if the appropriate documentation is not provided in a timely manner.

- L. Use of Paid and Unpaid Leave. Employees may elect to utilize any accrued unused sick leave, vacation, and personal leave benefits while on an FMLA Leave. If the employee exhausts his/her earned and accumulated sick leave, vacation, and personal leave benefits during the leave of absence, the remainder of the leave shall be unpaid.

The City is responsible for designating if paid leave used by the employee counts as FMLA leave, based on information provided by the employee.

- M. Designation of Leave. Human Resources will notify the employee that leave has been designated as FMLA leave, either upon the employee's request or, if the City believes the leave to be for an FMLA qualifying purpose. The City may provisionally designate the employee's leave as FMLA leave if the City has not received medical certification or has not otherwise been able to confirm that the employee's leave qualifies as FMLA leave. If the employee has not notified Human Resources of the reason for the leave, and the employee desires that leave be counted as FMLA leave, the employee must notify Human Resources within 2 business days of the employee's return to work that the leave was for an FMLA reason. In addition, if the City determines that an employee's leave was for an FMLA purpose, it may designate the leave as retroactive FMLA leave in appropriate circumstances in accordance with FMLA regulations.
- N. Maintenance of Health Benefits. During FMLA leave an employee is entitled to continue group health care benefits under the same conditions as if the employee was at work.

An employee on FMLA leave must continue making payments to maintain health care benefits. The employee and the City will determine, prior to commencement of the FMLA leave, the method for the employee to pay his or her share of the cost of health care benefits while on unpaid FMLA leave. If the employee's payment of health care benefits is more than 30 days late, the City may discontinue health care benefits upon notice to the employee.

The City's obligation to maintain health benefits under FMLA will cease if and when an employee informs the City of his/her intent not to return to work at the end of the leave period, or if the employee fails to return to work when the FMLA leave entitlement is used up.

- O. Return From FMLA leave. Upon return from FMLA leave, the City will place the employee in the same position the employee held before the leave or an equivalent position with equivalent pay, benefits and other employment terms and conditions.
- P. Limitations on Reinstatement. An employee is entitled to reinstatement only if he/she would have continued to be employed had FMLA leave not been taken. Thus, an employee is not entitled to reinstatement if, because of a layoff, reduction in force or other legitimate business reason, the employee would not have been employed at the time job restoration is sought.

In addition, the City reserves the right to deny reinstatement to salaried, eligible employees who are among the highest paid 10 percent of the City's employees ("key employees"), if such denial is necessary to prevent substantial and grievous economic injury to the City's operations.

- Q. Failure to Return to Work Following FMLA Leave. If the employee does not return to work following the conclusion of FMLA leave, the employee will be considered to have voluntarily resigned. The City may recover, through deduction of accrued paid sick or vacation or other means, premiums it paid to maintain health insurance coverage for an employee who fails to return to work from FMLA leave, unless the reason the employee does not return is due to (1) the continuation, recurrence or onset of a serious health condition that entitles the employee to leave under reasons 3 or 4, or (2) the continuation, recurrence or onset of a serious injury or illness of the family member when leave was taken for reason 6, or (3) other circumstances beyond the employee's control.
- R. Reservation of Rights. The City reserves the right to exercise all rights accorded employers under the Act and Regulations, whether or not the policy specifically sets out those rights.

- S. Conformance with FMLA. The foregoing provisions are intended to comply with the Family and Medical Leave Act of 1993, as amended, and with Regulations promulgated, from time to time, by the Department of Labor. To the extent that any provision conflicts with the Act or Regulations, the Act and/or Regulations shall control.
3. Definitions: None.
4. Application: This policy shall apply to all eligible employees in all departments of the City of Monroe.
5. Responsibility: The Human Resources Director or designee shall have the responsibility of implementing and overseeing the administration of this policy.
6. Administrative Procedure: None
7. Legislative History of Authority for Creation or Revision:
Adopted pursuant to action of the Monroe City Council, dated June 15, 2009 .



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REPORT BACK ON BIDS RECEIVED FOR THE WASTEWATER TREATMENT PLANT FISCAL YEAR 2009 – 2010 CHEMICALS / SLUDGE DISPOSAL REQUIREMENTS

DISCUSSION: Bids were received on June 5, 2009 for Cationic Polymer and Lime Fine Material to be used at the Monroe Wastewater Treatment Plant. Previous bids were received on June 6, 2008 and September 11, 2006, respectively for Liquid Ferric Chloride and Disposal of Wastewater Sludge (attached). Prices were quoted firm for two (2) years with a price increase in the second year for Liquid Ferric Chloride. In the September 11, 2006 bid for the Disposal of Wastewater Sludge the bid specifications include a provision to extend the contract for one year. The vendor S & L Fertilizer has offered to exercise the provision and hold their current prices firm through June 30, 2010 per the attached request. Included in the vendor cost is landfill trip ticket fees associated with landfill disposal costs.

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

We have received chemicals from all vendors in the past and are confident that they will perform satisfactorily. Attached please find bid tabulations for all chemical bids received indicating the associated unit price for the fiscal year.

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

CHEMICAL	VENDOR	UNIT PRICE	AMOUNT	ADD'T'L FEES	COST
Liquid Ferric Chloride	PVS Technologies, Inc.	\$555.00/Ton	25 Tons+/-	None	\$13,875.00
Cationic Polymer	Polydine, Inc.	\$0.105/lb	630,000 lbs+/-	None	\$66,150.00
Lime Fine Material	Carmeuse Lime Inc.	\$147.40/Ton	70 Tons+/-	None	\$10,318.00
WW Sludge Disposal	S & L Fertilizer	\$12.80/ton	10,000 Tons+/-	\$197,200.00*	\$325,200.00
				TOTAL	\$415,543.00

*Documented Landfill Trip Ticket Fees

CITY MANAGER RECOMMENDATION:

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

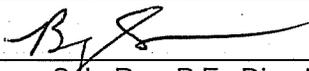
APPROVAL DEADLINE: July 5, 2009

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

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:


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

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

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 427,107.00
	Cost of This Project Approval	\$ 415,543.00
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:	City	Account Number	Amount
	Ferric Chloride	59075527 752000	\$ 13,875.00
	Catonic Polymer	59075527 752005	\$ 66,150.00
	Line Fine Material	59075527 752010	\$ 10,318.00
	WW Sludge Disposal	59075527 818050	\$ 325,200.00
	TOTAL		\$ 415,543.00
	<u>Other Funds</u>		

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** June 8, 2009

REVIEWED BY: _____ **DATE:** _____

COUNCIL MEETING DATE: June 15, 2009

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

	<u>BID AMOUNT</u>
POLYDYNE INC 1 CHEMICAL PLANT RD RICEBORO GA 31323	\$66,150.00 ✓ (BID BOND) \$ 0.105 / LB 7-1-09 ~ 6-30-10 BSL
GENERAL CHEMICAL CORP 90 E HALSEY RD PARSIPPANY NJ 07054-0393	NO BID
TIDEWATER PRODUCTS INC PO BOX 23181 TOLEDO OH 43623	\$99,990.00 (BID BOND)
BRENNTAG GREAT LAKES LLC 3900 44 TH ST SE KENTWOOD MI 49152	NO BID

BIDS RECEIVED ON FRIDAY, JUNE 6, 2008 FOR LIQUID FERRIC CHLORIDE AT THE WASTEWATER PLANT.

PVS TECHNOLOGIES INC
10900 HARPER AVE
DETROIT MI 48213

1ST YR - \$12,625.00
2ND YR - \$13,875.00 ← \$555 w/70N
3RD YR - NO BID 7-1-09 ~ 6-30-10
(BID BOND) BSL

ALEXANDER CHEMICAL CORP
2525 CABOT DR SUITE 201
LISLE IL 60532-3628
ATTN: GILLMAN J LEAVITT, PRESIDENT

NO BID RECEIVED

KEMIRA WATER SOLUTIONS INC
3760 CANAL ST
E CHICAGO IN 46312

NO BID RECEIVED

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

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

BID AMOUNT
NO BID

CARMEUSE
11 STANWIX ST 11TH FLOOR
PITTSBURGH PA 15222

\$30,954.00 ↙
(BID BOND)

BSL \$147.40/TON 7-1-09-6-30-10

S. and L. Fertilizer Co.

3145 YORK STREET
TOLEDO, OHIO 43605
PHONE: (419) 698-2380
FAX: (419) 698-2359

Mr. Spencer Maniaci
120 East First Street
Monroe, MI 48161

June 1, 2009

Dear Mr, Maniaci

The present contract for DISPOSAL OF WASTEWATER SLUDGE terminates September 20, 2009. As we discussed recently, there is contained within the bid specifications a provision for a one (1) year extension. At this time, S. and L. Fertilizer Co., Inc. (S&L) is offering to exercise that option under the same terms, conditions and rate structure of the present contract. The one year extension will then coincide with your fiscal year end and terminate June 30, 2010.

Spencer, S&L has always attempted to provide unparalleled service at the most competitive prices and S&L has appreciated the relationship we have had for well over a decade. Please do not hesitate to let me know how we can better serve the City of Monroe. I will look forward to hearing from you in regards to the renewal, or the extension, of the contract.

Sincerely,



Bids opened on Monday, September 11, 2006 for DISPOSAL OF WASTEWATER SLUDGE for the Wastewater Treatment Plant.

NO.	BIDDER	DISPOSAL METHOD I PRICE/Ton	DISPOSAL METHOD II PRICE/Ton
1.	S & L FERTILIZER CO. INC. Toledo, OH	\$ 12.80	\$ 26.50 \$ 12.80
2.	SYNAGRO CENTRAL, LLC Baltimore, MD	\$ 26.00	\$ 51.50 \$ 28.50
3.	_____ _____	\$ _____	\$ _____
4.	_____ _____	\$ _____	\$ _____
5.	_____ _____	\$ _____	\$ _____
6.	_____ _____	\$ _____	\$ _____



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: REPORT BACK ON BIDS RECEIVED FOR THE WATER TREATMENT PLANT FISCAL YEAR 2009 – 2010 CHEMICAL REQUIREMENTS

DISCUSSION: Bids were received on June 5, 2009 for Liquid Aluminum Sulfate (Alum-Coagulant), Zinc Orthophosphate (Corrosion Inhibitor), Hydrofluosilic Acid 23% (Fluoride), Sodium Hypochlorite (Chlorine) and Liquid Oxygen for use at the Monroe Water Treatment Plant. The low bidder for the Liquid Oxygen requires a contract amendment to be executed on the current agreement for the year 1 quoted price. We have received chemicals from all vendors in the past and are confident that they will continue to perform satisfactorily.

Attached please find bid tabulations for the chemical bids indicating the associated unit prices for the fiscal year. Due to the market volatility with raw materials, Zinc Orthophosphate was bid with different chemical ratios in an effort to save money while still providing the same water treatment. Since fiscal year 2001-2002 the chemical budget has risen 335% where it must be noted that we have contacted chemical vendors to provide reasoning behind the increased costs in chemicals. The vendors noted that the market prices are extremely volatile due to the economic conditions and that the increase is in the material and operating cost to produce the chemicals along with the fuel cost to deliver the chemicals. The Water Department has changed to different approved chemicals to save in treatment costs along with altering the treatment process to reduce wastewater discharges so as to maintain the highest possible water quality at the least possible cost to our customers.

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

CHEMICAL	VENDOR	DURATION	UNIT PRICE	AMOUNT	DELIVERY FEES	COST
Liquid Aluminum Sulfate	General Chemical Corp.	1 Year	\$487.00/Ton	385Tons+/-	None	\$187,495.00
Zinc Orthophosphate (1:1)	Carus Chemical Co.	1 Year	\$658.00/Ton	65 Tons+/-	None	\$42,770.00
Fluoride	Alexander Chem. Corp.	1 Year	\$725.00/Ton	56 Tons+/-	None	\$40,600.00
Sodium Hypochlorite	PVS Nolwood Chem Inc	1 Year	\$0.66/gal	77,931 Gals+/-	None	\$51,434.46
Liquid Oxygen	Air Liquide Industrial	1 Year	\$103.62224/ton	250 Tons+/-	None	\$25,905.56
TOTAL						\$348,205.02

CITY MANAGER RECOMMENDATION:

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

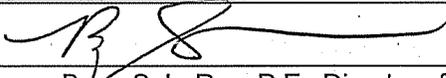
APPROVAL DEADLINE: July 5, 2009

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

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY:


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

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 397,397.00
Cost of This Project Approval	\$ 348,205.02
Related Annual Operating Cost	\$ N/A
Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:

City	Account Number	Amount
Water Plant Chemicals	59140537 752000	\$ 336,370.56
Raw Wtr Prtnr Chemicals	59940521 752000	\$ 11,834.46
Total		\$ 348,205.02
<u>Other Funds</u>		

Budget Approval: _____

FACT SHEET PREPARED BY: Barry S. LaRoy, P.E., Director of Water & Wastewater Utilities **DATE:** June 8, 2009

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: June 15, 2009

BIDS RECEIVED LIST FOR LIQUID ALUMINUM SULFATE FOR THE WATER DEPARTMENT ON FRIDAY, JUNE 6, 2009.

	<u>BID AMOUNT</u>
GENERAL CHEMICAL CORP 90 E HALSEY RD PO BOX 393 PARSIPPANY NJ 07054-0393	\$187,495.00 \$487.00/DRY TON (BID BOND)
UNIVAR USA 30450 TRACY RD WALBRIDGE OH 43465-9775	NO BID
JCI JONES CHEMICALS INC 18000 PAYNE ST PO BOX 2208 RIVERVIEW MI 48192	NO BID
PVS NOLWOOD CHEMICALS INC 10900 HARPER AVE DETROIT MI 48213	NO BID
USALCO 1120 MIDDLE RIVER RD BALTIMORE MD 21220	\$220,901.45 \$573.77/DRY TON (BID BOND)

BIDS RECEIVED ON FRIDAY, JUNE 5, 2009 FOR ZINC ORTHOPHOSPHATE
CORROSION INHIBITOR FOR THE WATER DEPARTMENT.

CARUS CHEMICAL CO
315 FIFTH ST
PERU IL 61354
ATTN: ROBERT GLAZE

1:1 \$658/TON ↙
1:3 \$898/TON
(BID BOND RECEIVED)

SHANNON CHEMICALS
PO BOX 376
MALVERN PA 19355
ATTN: DANIEL FLYNN

1:1 \$697.97/TON
1:3 \$897.97/TON
(OFFICIAL CHECK RECEIVED)

ASHLAND CHEMICAL CO
1401 WHITEHALL ST
MIDLAND MI 48642
ATTN: DAVID IACOVONI

NO BID RECEIVED

CALCIQUEST INC
181 WOODLAWN AVE
BELMONT NC 28012
ATTN: CRAIG PRINCIPI

NO BID RECEIVED

CHEMPOINT.COM
411 108TH AVE NE
SUITE 1050
BELLEVUE WA 98004
ATTN: TAM TRUONG

NO BID RECEIVED

BIDS RECEIVED FOR HYDROFLUOSILICIC ACID FOR THE WATER
DEPARTMENT ON FRIDAY, JUNE 5, 2009.

	<u>BID AMOUNT</u>
LCD LTD PO BOX 49000 JACKSONVILLE BEACH FL 32240-9000 ATTN: BETTY KENDALL-JONES VP	NO BID
JCI JONES CHEMICALS INC 18000 PAYNE ST PO BOX 2208 RIVERVIEW MI 48192 ATTN: DONALD SKIDMORE	NO BID
SOLVAY FLUORIDES LLC 3333 RICHMOND AVE HOUSTON TX 77098 ATTN: MARK E LOONEY	NO BID
ALEXANDER CHEMICAL CORP 2525 CABOT DR SUITE 201 LISLE IL 60532-3628 ATTN: GILLMAN J LEAVITT PRESIDENT	\$725/TON  (BID BOND)
PVS NOLWOOD CHEMICALS INC 10900 HARPER AVE DETROIT MI 48213 ATTN: DEB NIEMAN	\$728/TON (BID BOND)

BIDDER'S LIST (DIRECT MAIL) FOR SODIUM HYPOCHLORITE FOR THE
WATER DEPARTMENT. BIDS RECEIVED FRIDAY, JUNE 5, 2009.

BID AMOUNT

BONDED CHEMICALS INC
2645 CHARTER ST
COLUMBUS OH 43228

NO BID

JCI JONES CHEMICALS INC
18000 PAYNE ST
RIVERVIEW MI 48193

\$52,759.29
\$.677/GAL
(BID BOND)

UNIVAR USA
PO BOX 34325
SEATTLE WA 98124-1325

NO BID

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

\$63,513.77
\$.815/GAL
(BID BOND)

PVS NOLWOOD CHEMICALS INC
10900 HARPER AVE
DETROIT MI 48213

\$51,434.46 
\$.66/GAL
(BID BOND)

BIDS RECEIVED FOR LIQUID OXYGEN FOR THE WATER DEPARTMENT ON
FRIDAY, JUNE 5, 2009.

BID AMOUNT

BOC GASES
375 MOUNTAIN AVE
MURRAY HILL NJ 07974-2082

NO BID

PRAXAIR INC
PO BOX 29006
300 GREAT LAKES AVE
ECORSE MI 48229-0006

NO BID

AIR LIQUIDE
5220 EAST AVE
COUNTRYSIDE IL 60525-3133

\$25,905.56 (1ST YR)
(NO BID BOND)

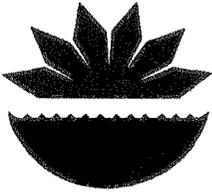
\$ 0.4289 / ccf OR
\$103,62224 / ton BSL
7-1-09-6-30-09

BAKER'S GAS
905 N DIXIE HWY
MONROE MI 48162

NO BID

AIRGAS
5527 ENTERPRISE BLVD
TOLEDO OH 436412
ATTN: ED SATKOWSKI

\$27,784.00 (1ST YR)
\$28,992.00 (2ND YR)
\$30,200.00 (3RD YR)
(CHECK)



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Acquisition of Tax Foreclosed Land

DISCUSSION: The Water and Engineering departments have indicated an interest in acquiring the vacant, tax foreclosed parcel at 1212 Franklin Court in order to widen the existing street and to create a utility easement. The subject parcel would be combined with the property at 1211 E. First Street, which is also vacant and is being donated to the city by the owner for this project.

The State of Michigan now authorizes county treasurers to administer and foreclose upon forfeited properties. Section 211.78m(1) of the Michigan Compiled Laws (MCL) also allows local units of government to purchase tax foreclosed parcels for the minimum bid price prior to public auction conducted by the County Treasurer's Office. The minimum bid price includes all delinquent taxes, interest and charges incurred by the county treasurer for the maintenance and clean-up of the property or properties while being administered by that office.

A completed application for the acquisition of 1212 Franklin Court is attached for City Council's review. The application includes a brief description of the proposed use, a resolution of support, and an aerial showing the property in question. The parcel is available to the City for \$900, which is the minimum bid price. If approved, the property will be purchased with funds from the Property Acquisition account.

The Planning Office recommends that the City purchase 1212 Franklin Court as the proposed project and use of the property meets the threshold constituting a public purpose under Michigan law. The Planning Office also recommends that the attached resolution be adopted, the application be approved for submittal, and that the Mayor be authorized to sign the necessary documents related to acquisition.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: June 15, 2009

REASON FOR DEADLINE: Application must be submitted to County Treasurer's Office prior to public auction.

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: The Water Department, the Engineering Department, and the Department of Planning & Recreation

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Franklin Court residents

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$900
Cost of This Project Approval	\$900
Related Annual Operating Cost	\$0
Increased Revenue Expected/Year	\$0

SOURCE OF FUNDS:	City	Account Number	Amount
		401-95.802-818.020-06C16	\$900
		(Property Acquisition)	\$
			\$
			\$
			\$
	<u>Other Funds</u>		\$
			\$
			\$
			\$

Budget Approval: _____

FACT SHEET PREPARED BY: Jeffrey Green, AICP 

DATE: June 9, 2009

REVIEWED BY: JLG 

DATE: June 9, 2009

COUNCIL MEETING DATE: June 15, 2009

Application to obtain Real Estate for Public Purpose

Pursuant to Michigan Compiled Laws, Section 211.78m

Name, Address, Phone number and Contact Person of Local Unit making application:

Monroe, Michigan, a municipal corporation
120 E. First Street
Monroe, MI 48161
734-243-0700
Jeffrey Green, AICP
Interim Director, Department of Planning & Recreation

Parcel Information:

Tax ID #: 5549-01277-000

County: Monroe

City/Village/Township Name: Monroe

Street address: 1212 Franklin Court

Public Purpose for acquiring this property is (describe in detail):

The City of Monroe is proposing to construct a new 27-foot wide street replacing an existing 16-foot driveway ingress/egress now servicing residents living on Franklin Court. The new street will meet established standards for local streets and roads within the city. In addition, a utility easement for the future construction of a sanitary sewer will also run along the east side of the subject parcel. The proposed street right-of-way and utility easement will also cross 1211 E. First Street, which is being acquired by the City of Monroe and is contiguous with the subject parcel (see attached aerial).

This acquisition **has** **has not** been specifically authorized by resolution of the governing body of the Local Unit. (**Attach minutes and resolution**)

The Local Unit **does** **does not** plan to resell or transfer this property to another person, entity or group.

Entity is:

- Individual(s) A non-profit entity A for Profit entity
 A government Board, Commission, Agency or Department.

Name and address of Purchaser (if known at this time):

N/A

If property is being sold or transferred, please state end-users Public Purpose of this property:

N/A

Will property be returned to the tax roll?

Yes

No

Applicable regulation Disclosure:

The Foreclosing Governmental Unit (FGU) discloses that MCL 211.78m requires:

- That a sale/transfer under this section must be for a “**Public Purpose**”;
- That if the property is sold or transferred at a profit (as therein defined), that such profit **MUST be returned to the FGU** and deposited in its delinquent tax property sales proceeds account for the year in which the property was purchased by the city, village, township, or county.

foreclosure through which the property was obtained, including (but not limited to): title defense actions, environmental remediation, and boundary disputes.

- **Maintain and perpetuate the “Public Purpose” use** of the property.
- **Reconvey the property to the FGU** (at the unilateral option of the FGU, without “profit” as defined in MCL 211.78m) at any time it is no longer used for the specific “public purpose” given herein, unless a suitable alternate “public purpose” has been approved by the FGU.
- **Obtain approval of the FGU for any sale** or transfer of this property not herein disclosed, at any time in the future that it may occur, at least 14 days prior to such event.
- **Provide copies** of all transfer documents and financial settlement statements regarding any sale or transfer, within 30 days of such event, without further request.
- **Compensate the FGU** for any “profit” (as defined in MCL 211.78m) in this same time period if the property is sold or transferred.

These conditions must be agreed to by the Applicant, and will be made covenants/restrictions to such transfer in the conveyance documents.

The Applicant **agrees** **does not agree** to the terms disclosed above, and consents to their inclusion in the documents of conveyance.

Submitted by : The Department of Planning & Recreation, 120 E. First Street, Monroe, MI 48161

Signature: _____

Name and official capacity:

Mark G. Worrell Mayor

Application dated : 6 / 15 / 2009

For FGU Use

Received: / / Response: Approved Denied

R E S O L U T I O N

1 WHEREAS, Michigan law grants authority to County Treasurers
2 to administer and foreclose upon forfeited parcels; and

3 WHEREAS, the Monroe County Treasurer's Office has assumed
4 that authority with regard to properties located in Monroe County;
5 and

6 WHEREAS, Michigan law (MCL 211.78m(1)) also allows local
7 units of government to purchase tax foreclosed parcels
8 administered by the County Treasurer for the minimum bid provided
9 such lands are used for a public purpose; and

10 WHEREAS, the City of Monroe, Michigan desires to acquire a
11 tax foreclosed parcel for a use that constitutes a public purpose;
12 and

13 WHEREAS, the property-in-question and the proposed use are
14 identified on the *Application to Obtain Real Estate for Public*
15 *Purpose* prepared by the City of Monroe.

16 NOW THEREFORE BE IT RESOLVED, that the Department of
17 Planning & Recreation is directed to make application and
18 payment to the Monroe County Treasurer's Office for the parcel
19 identified in the *Application to Obtain Real Estate for Public*
20 *Purpose*.

21 BE IT FURTHER RESOLVED, that Mayor Mark G. Worrell is
22 authorized to sign all necessary applications and/or documents
23 relating to the conveyance and acquisition of said parcel.

FRANKLIN CT 62' RW

NORFOLK SOUTHERN RAILROAD R/W
16' DRIVEWAY INGRESS / EGRESS EASEMENT

1212

1218

1211

1215

1221

1225

1"=40'



CONCRETE





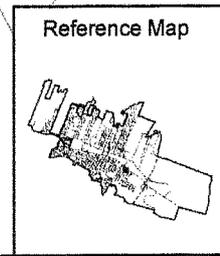
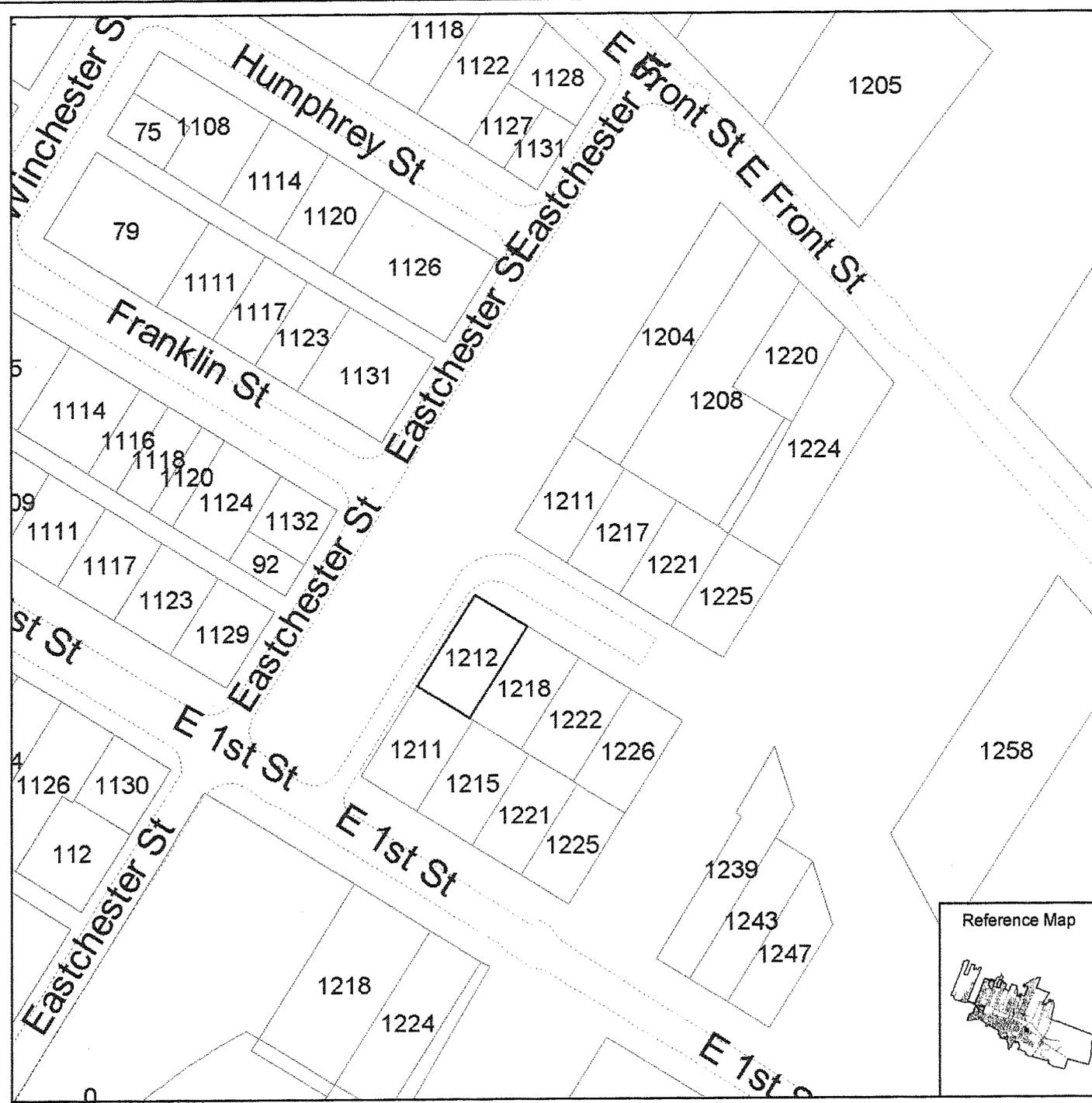
City of Monroe
CivicSight Map

PARCEL INFORMATION:

PIN - 49-01277-000
Owner Info:
Name 1 - ROTTINGHAUS, BRIAN
Name 2 -
Owner Address - 10356 BOULDERCREST DR
Owner CSZ - SOUTH LYON, MI 48178
Site Address - 1212 FRANKLIN CT V
Legal Description: WELLETTS PLAT LOT 11 & A STRIP OF
LD BEING 8 FT N & S BY 50.25 FT E & W ADJ ON S SIDE
BEING PART ALLEY NOW VACATED OWNED AND
OCCUPIED AS ONE PARCEL

MAP LEGEND:

- EDGE OF PAVEMENT
- CITY LIMITS
- PARCELS



Map Scale: 1 inch = 123 feet
Map Date: 5/26/2009
Data Date: May 18, 2009



Sources: City of Monroe, River's Edge GIS, LLC.

Disclaimer: This map is neither a legally recorded map nor a survey and is not intended to be used as one. The user acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by the User, its employees or agents, or third parties which arise out of the User's access or use of data provided.



CITY OF MONROE

Planning Department

May 27, 2009

Ms. Kay M. Sisung
County Treasurer
51 S. Macomb Street
Monroe, Michigan 48161

RE: Purchase/Sale of Tax-Foreclosed Parcels

Dear Ms. Sisung:

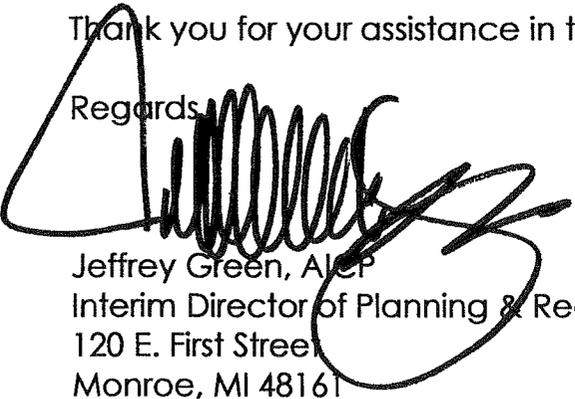
Please be advised that the City of Monroe, Michigan will be exercising its option to purchase the tax-foreclosed parcel located at 1212 Franklin Court (Property ID #5549-01277-000) in the city of Monroe. The parcel was identified in your April 15, 2009, communication received by the City Manager's Office.

The proposed uses for the subject parcel, i.e., to expand the width of Franklin Court to meet set standards for city streets and roads, as well as creating a right-of-way corridor for utilities and service access, constitute public purposes as defined within the *Michigan Compiled Laws*.

The formal application for the property can be directed to my office at the address indicated below. If I can provide any additional information, please contact me at 734.384.9106. I can also be reached by email at jeffrey.green@monroemi.gov.

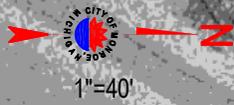
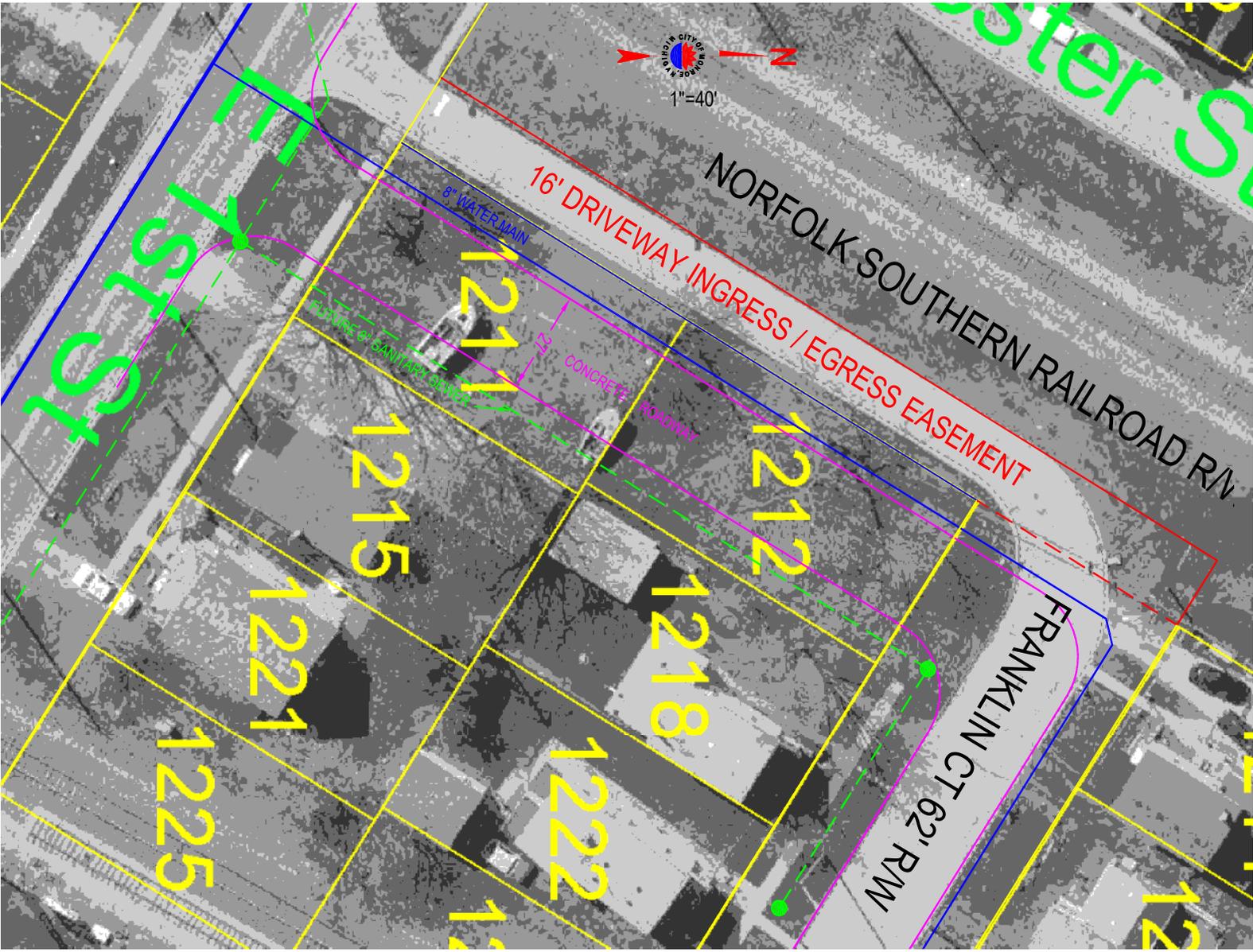
Thank you for your assistance in this matter.

Regards,



Jeffrey Green, AICP
Interim Director of Planning & Recreation
120 E. First Street
Monroe, MI 48161

734.384.9106
jeffrey.green@monroemi.gov



12111 ST

12110 ST

16' DRIVEWAY INGRESS / EGRESS EASEMENT
NORFOLK SOUTHERN RAILROAD R/W

FRANKLIN CT 62' R/W

12111

12115

12112

12118

12221

12222

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12300



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Loretta Flour Milling Corporation, Inc. - Application for Industrial Facilities Exemption Certificate

DISCUSSION:

On May 14, 2009, the City Clerk/Treasurer received an application for an Industrial Facilities Exemption Certificate from Loretta Flour Milling Corporation, Inc. for personal property at their facilities located at 1151 West Elm Avenue and 317 West Front Street. As indicated on the application, the request is for an Industrial Facilities Exemption Certificate for \$3,500,000.00 in personal property improvements for a period of twelve (12) years. (Please see attached application materials.)

On June 2, 2009, the Economic Development Review Committee (EDRC) met regarding the application. Following a presentation by the applicant and discussion by the committee, the EDRC recommended a twelve-year abatement on the personal property as requested. (Please see attached EDRC meeting minutes.)

On June 5, 2009, the Planning office distributed notice of the June 15, 2009 public hearing to affected taxing jurisdictions, the City Assessor, the City Clerk/Treasurer and the applicant. A general public hearing notice was also published in the June 5, 2009 edition of the *Monroe Evening News*. There had been no comments as of this report.

It is therefore recommended that the City Council approve the request, in accordance with the recommendation of the EDRC, in the form of the attached resolution and authorize staff to forward the application to the State Tax Commission for their review and action.

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: Loretta Flour Milling Corporation, Inc. - applicant

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Planning, Assessor, EDRC, Taxing Jurisdictions

FINANCES

COST AND REVENUE PROJECTIONS:

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

SOURCE OF FUNDS:

City

Account Number

Amount

\$ N/A
\$ N/A
\$ N/A
\$ N/A
\$ N/A

Other Funds

\$ N/A
\$ N/A
\$ N/A
\$ N/A

Budget Approval: _____

FACT SHEET PREPARED BY: Matt Wallace, City Planner

DATE: 6/9/09

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

DATE: 6/9/09

COUNCIL MEETING DATE: June 15, 2009

**Economic Development Review Committee
Meeting Minutes
Tuesday, June 2, 2009
1st Floor Conference Room
Monroe City Hall**

1. Roll Call

Present: Mark Worrell, Mayor
George Brown, City Manager
Pam Stanley, Director of Economic Development
Sam Guich, City Assessor
Brian Beneteau, City Councilperson
Tom Ready, City Attorney
Jeffrey Green, Interim Director of Planning and Recreation Department

Staff: Matt Wallace, Planner

Guests: Roger Homrich, Owner, West Elm Properties, 1151 W. Elm Ave.
Renee Miller, Employee for Homrich, Inc.
Richard Cohen, President, Quality Food Brands, Inc.

2. Consent Agenda

Mr. Green moved to accept the consent agenda as presented.

Mr. Beneteau seconded the motion.

Motion Carried Unanimously

Mr. Green moved to accept the minutes from the previous meeting.

Mr. Beneteau seconded the motion.

Motion Carried Unanimously

3. New Business

A. Application for an Industrial Facilities Tax Exemption Certificate at 1151 West Elm Avenue by Loretta Flour Milling Corporation, Inc.

Ms. Stanley made a brief presentation and discussed the project, the amount of space they will be using at the 1151 West Elm Avenue facility and the amount of investment they are making in new equipment as well as the expected number of jobs being created.

Mr. Cohen spoke further about the project, how the facility will be used and that the operations will generate no exterior noise, dust, exhaust or smell.

Mr. Ready asked about the hours of operation and it was explained they expect to run from 6 a.m. to 6 p.m.

Mr. Brown asked about the traffic generated by operations and Mr. Cohen said approximately ten trucks per day was the expected amount of traffic.

The relation between the operations at 317 West Front Street and 1151 West Elm Avenue were discussed and it was explained some of the new equipment for which the application is being made will be at the 317 West Front Street facility. Staff was asked to make sure there is an existing Industrial Development District for that parcel.

Mr. Guich moved that the committee recommend to Council approval of the application for a 12 year exemption for the amount not to exceed the amount listed on the application for personal property.

Mr. Beneteau seconded the motion.

Motion carried unanimously

4. Old Business

5. Adjournment

Mr. Guich moved to adjourn the meeting.

Mr. Green seconded the motion.

Motion Carried Unanimously

June 3, 2009/mew

Resolution #09-XXX

1 **WHEREAS**, an Application for Industrial Facilities Exemption Certificate,
2 pursuant to Act No. 198 of the Public Acts of 1974, as amended, was filed by Loretta
3 Flour Milling Corporation, Inc. for personal property located at 1151 West Elm Avenue
4 and 317 West Front Street, Monroe, Michigan, within designated Industrial Development
5 Districts more particularly described in Exhibit A, on May 14, 2009; and

6 **WHEREAS**, the City of Monroe Economic Development Review Committee
7 reviewed the application and recommended approval of the application for personal
8 property improvements requested for a period of twelve (12) years; and

9 **WHEREAS**, a Public Hearing was held by City Council on June 15, 2009 for
10 property owners, taxpayers, the City Assessor, the applicant and representatives of the
11 affected taxing units on the granting of an Industrial Facilities Exemption Certificate for
12 Loretta Flour Milling Corporation, Inc. and no comments were made supporting and no
13 comments were made objecting to the request.

14 **NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of
15 Monroe hereby approves the application from Loretta Flour Milling Corporation, Inc.,
16 dated May 14, 2009 for an Industrial Facilities Exemption Certificate for property located
17 at 1151 West Elm Avenue and 317 West Front Street, Monroe, Michigan and more
18 particularly described in its Application for Industrial Facilities Exemption Certificate
19 dated May 14, 2009 for personal property improvements in the amount of three million
20 five-hundred thousand (\$3,500,000.00) for a period of twelve (12) years and subject to
21 the following conditions which are to be enumerated in a separate Agreement by and
22 between the City of Monroe and Loretta Flour Milling Corporation, Inc. to be executed
23 pursuant to Act No. 334 of the Public Acts of 1993, Section 22:

- 24 1. That Loretta Flour Milling Corporation, Inc. shall invest a sum not less
25 than three million five-hundred thousand (\$3,500,000.00) for certain
26 personal property improvements located at 1151 West Elm Avenue and
27 317 West Front Street, which is more particularly identified in its
28 Application for Industrial Facilities Exemption Certificate dated May 14,
29 2009;
- 30 2. That Loretta Flour Milling Corporation, Inc. shall create not less than
31 thirty-five (35) new jobs at this site within two years of project
32 completion;
- 33 3. That Loretta Flour Milling Corporation, Inc. shall pay their employees a
34 “living wage” as outlined in City of Monroe Ordinance 04-016;
35

36 4. That it is understood by and between the parties that the City of Monroe
37 shall request withdrawal of the abatement by the State Tax Commission if
38 Loretta Flour Milling Corporation, Inc. fails to complete the
39 improvements at the specified location;

40 5. That it is understood by and between the parties that the abatement be
41 subject to periodic review to assure compliance with the terms of the
42 Agreement to be executed by the parties pursuant to Public Act 334 of
43 1993, Section 22, as authorized by this Resolution of City Council; and

44 6. That it is understood by and between the parties that should a periodic
45 review identify any non-compliance with the terms and conditions of said
46 Agreement, Loretta Flour Milling Corporation, Inc. shall be given a period
47 of thirty (30) days to bring itself into compliance or the City of Monroe
48 will request the withdrawal of the abatement by the State Tax
49 Commission.

50 **BE IT FURTHER RESOLVED**, that the City of Monroe hereby states being
51 fully advised that the granting of this Industrial Facilities Exemption Certificate to
52 Loretta Flour Milling Corporation, Inc. for the property located at 1151 West Elm
53 Avenue and 317 West Front Street, Monroe, Michigan, and more particularly described
54 in its Application for Industrial Facilities Exemption Certificate dated May 14, 2009,
55 together with the aggregate amount of certificates previously granted and currently in
56 force under Act No. 198 of the Public Acts of 1974 and Act No. 255 of the Public Acts of
57 1978 shall not have the effect of substantially impeding the operation of the City of
58 Monroe or impairing the financial soundness of a taxing unit which levies ad valorem
59 taxes in the City of Monroe.

60 **BE IT FURTHER RESOLVED**, that the Mayor and Clerk/Treasurer be
61 authorized to execute an Agreement of the parties pursuant to Public Act 334 of 1993 and
62 that a copy of said Agreement be filed by the Clerk/Treasurer with the Michigan
63 Department of Treasury.

64 **EXHIBIT A**

65 (Please see attached Resolutions establishing the Industrial Development Districts)

RECEIVED
CHARLES D. WANS

MAY 14 2 17 PM '09



Quality Food Brands Inc.

May 13, 2009

Mayor of the City of Monroe

City Council for the City of Monroe

I am pleased to inform you that we are in the process of starting up a new company, which will compliment our current business, in the fine City of Monroe, Michigan.

We are asking for tax abatement for the equipment that is being purchased through Loretta Flour Milling Corporation Inc. to be installed in the building we are renting at 1151 West Elm Ave, Monroe, Michigan. This equipment will be used to perform the daily tasks that are required to mill various types of wheat into flour. The flour will be packaged for retail, wholesale and industrial usage. The finished product will be distributed through our current distribution system throughout the United States and to our existing customers around the world. We are looking forward to hiring up to 35 people over the next two years. We expect to be fully operational by December of 2009.

We will be happy to answer any questions you may have about our company.

Thank you,

A handwritten signature in black ink, appearing to read "Richard Cohen", written in a cursive style.

Richard Cohen
President
Quality Food Brands Inc.

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	▶ Date received by Local Unit
STC Use Only	
▶ Application Number	▶ Date Received by STC

APPLICANT INFORMATION
All boxes must be completed.

▶ 1a. Company Name (Applicant must be the occupant/operator of the facility) LORETTA FLOUR MILLING CORPORATION INC.	▶ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 2045	
▶ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 1151 W. ELM AVE MONROE, MI	▶ 1d. City/Township/Village (indicate which) MONROE	▶ 1e. County MONROE
▶ 2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(4)) <input type="checkbox"/> Transfer (1 copy only) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(1)) <input type="checkbox"/> Research and Development (Sec. 2(9))	▶ 3a. School District where facility is located CITY of MONROE	▶ 3b. School Code 5010
▶ 4. Amount of years requested for exemption (1-12 Years) 12 YEARS		

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

New company will be processing wheat into flour. This flour will be packaged for retail, wholesale and institutional use. The finished product will be shipped through our distribution system across the United States and to our overseas customers.

6a. Cost of land and building improvements (excluding cost of land)	▶ _____
* Attach list of improvements and associated costs.	Real Property Costs
* Also attach a copy of building permit if project has already begun.	▶ \$3,500,000
6b. Cost of machinery, equipment, furniture and fixtures	▶ _____
* Attach itemized listing with month, day and year of beginning of installation, plus total	Personal Property Costs
6c. Total Project Costs	▶ \$3,500,000
* Round Costs to Nearest Dollar	Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements ▶	_____	_____	▶ <input type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements ▶	9/30/09	12/31/09	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

▶ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. Yes No

▶ 9. No. of existing jobs at this facility that will be retained as a result of this project.	▶ 10. No. of new jobs at this facility expected to create within 2 years of completion. 35
---	--

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)	_____
b. TV of Personal Property (excluding inventory)	_____
c. Total TV	_____

▶ 12a. Check the type of District the facility is located in:

Industrial Development District Plant Rehabilitation District

▶ 12b. Date district was established by local government unit (contact local unit) 7/6/98	▶ 12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	---

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name <i>Richard Cohen</i>	13b. Telephone Number <i>734-457-6504</i>	13c. Fax Number <i>734-243-7646</i>	13d. E-mail Address <i>rcohen@gfbi.net</i>
14a. Name of Contact Person <i>Richard Cohen</i>	14b. Telephone Number <i>734-457-6504</i>	14c. Fax Number <i>734-243-7646</i>	14d. E-mail Address <i>rcohen@gfbi.net</i>
▶ 15a. Name of Company Officer (No Authorized Agents) <i>MARGE BARBELLA</i>			
15b. Signature of Company Officer (No Authorized Agents) <i>Marge Barbella</i>		15c. Fax Number <i>516-922-5793</i>	15d. Date <i>5/12/09</i>
▶ 15e. Mailing Address (Street, City, State, ZIP Code) <i>155 FOX HUNT CRE 11791</i>		15f. Telephone Number <i>516-922-5792</i>	15g. E-mail Address _____

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LUCI Code	16d. School Code
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, MI 48909-7971**

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

LORETTA FLOUR MILLING CORPORATION INC.

EQUIPMENT	PROJECTED COST	ACTUAL COST	INSTALL DATE
Flour Mill	\$2,500,000.00		10/1/2009
Retail Packaging Equipment	\$500,000.00		12/1/2009
Wholesale Packaging Equipment	\$500,000.00		11/1/2009
Approximate Cost of Equipment	\$3,500,000.00		

Loretta Flour Milling Corporation Inc.

I. BACKGROUND INFORMATION

Identification of Subject Property

1151 West Elm Avenue
Monroe, MI 48162

The property is identified for real estate tax purposes as parcel numbers:
69-01507-000 and IR-00572-098.

Legal Description

Parcel 69-01507-000

COMM AT INT OF N'LY ROW LI OF ELM AVE WITH E'LY ROW LI OF HUBER DR; TH N 24D 50M 34S E 1686.08 FT; TH S 62D 24M 19S E 538.40 FT TO W'LY RR RIGHT OF WAY; TH S 24D 30M W 1; 122.42 FT; TH S 13D 15M W 84.31 FT; TH S 24D 30 M W 570 FT; TH N 76D 30M W 576.78 FT; TO THE POB EXCEPT PARCEL SOLD TO CITY OF MONROE RECORDED IN L 599/P 566 & 567 TOTAL ACREAGE OF PRESENT PLANT SITE BEING 23.07 ACRES M/LESS BROWNFIELD #2 AMENDMENT; 2 BASE YEAR; 1997 PERIOD; 1998-2003 NO OF YEARS; 6 PERS PROP CAT; YES CAPT

Parcel IR-00572-098

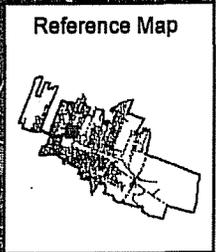
REAL PROPERTY UNDER INDUSTRIAL FACILITIES EXEMPTION
CERTIFICATE NUMBER 98-572 BEGINNING 12/30/98 ENDING 12/30/10



City of Monroe CivicSight Map

MAP LEGEND:

-  EDGE OF PAVEMENT
-  CITY LIMITS
-  PARCELS
- MONROE_20 ORTHO (Image)



Map Scale: 1 inch = 270 feet
 Map Date: 6/09/2009
 Data Date: May 18, 2009



Sources: City of Monroe, River's Edge GIS, LLC.

Disclaimer:
 DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. The user acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by the User, its employees or agents, or third parties which arise out of the User's access or use of data provided.

R E S O L U T I O N

WHEREAS, the Jefferson Smurfit Corporation, located at 1151 West Elm Avenue, has applied for the establishment of an Industrial Development District under Act 198 of 1974; and

WHEREAS, due notice has been given in writing as well as publication, to the applicant, the legislative bodies levying Ad Valorem taxes, and the City Assessor of the City of Monroe for a Public Hearing which was held by the Monroe City Council on January 7, 1985, for the establishment of an Industrial Development District for 1151 West Elm Avenue;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of Monroe hereby establish an Industrial Development District for 1151 West Elm Avenue, the description as taken from the Economic Development Corporation Inducement Resolution and attached to this Resolution as Exhibit A.

5M1507
Jefferson Smurfit Corporation
1151 West Elm Avenue
01-07-84

Hall
70

RS 160.1

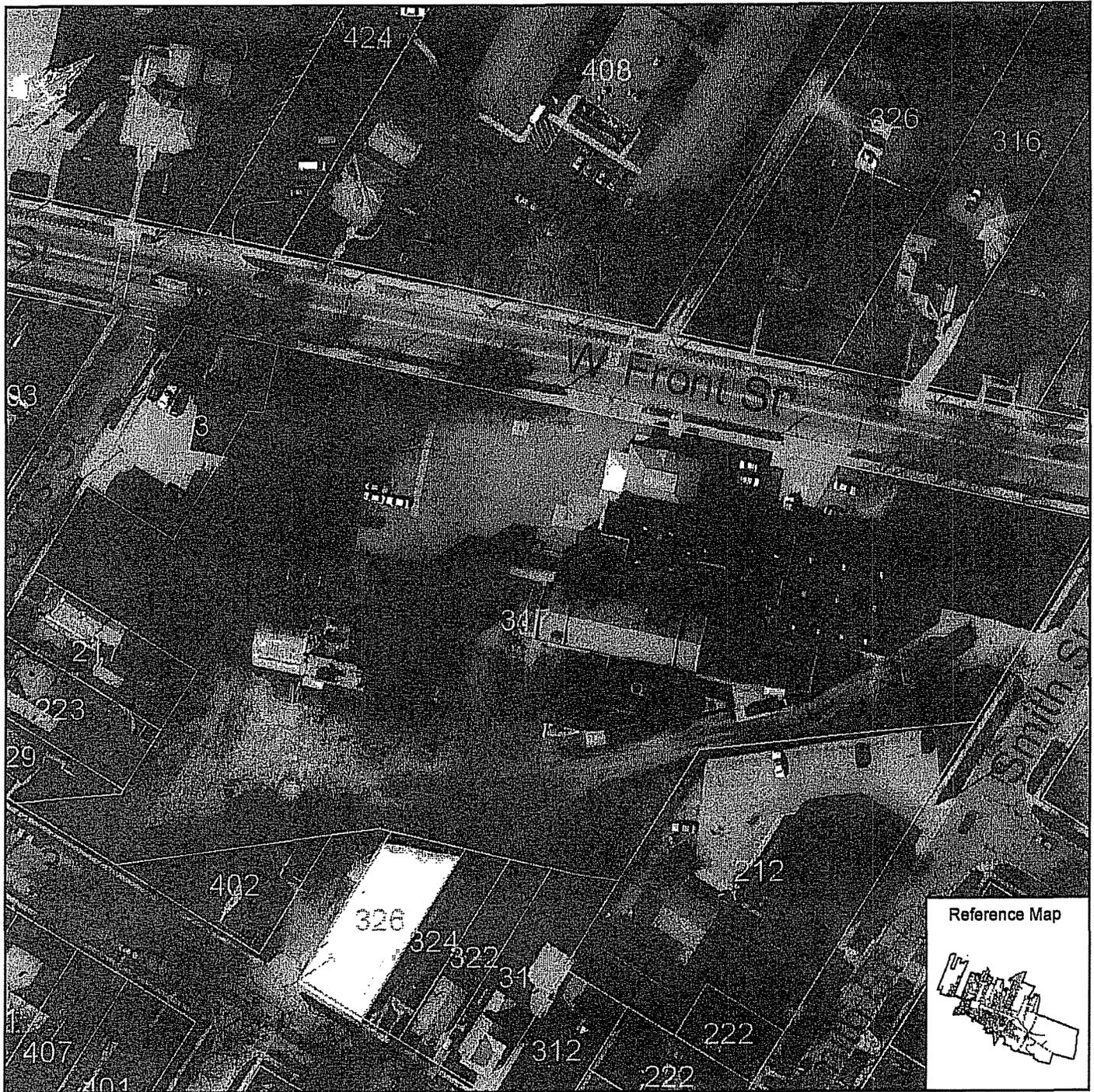
EXHIBIT A

PROJECT AREA

(Jefferson Smurfit Corporation Project)

Land commencing at Southwest corner Private Claim 62,
thence North 24 degrees 30 minutes East 2107.62 feet,
thence South 62 degrees 28 minutes East 383.60 feet,
thence on a 12 degrees 52 minutes 29.38 seconds curve to right 128.36 feet,
thence North 63 degrees 47 minutes East 66.06 feet,
thence on a 1 degree 20 minutes 16.8 seconds curve to the left 9.47 feet,
thence North 54 degrees 19 minutes East 120.8 feet,
thence South 24 degrees 30 minutes West 1,433.69 feet,
thence South 13 degrees 15 minutes West 83 feet,
thence South 24 degrees 30 minutes West 630 feet,
thence North 76 degrees 30 minutes West 51.5 feet,
thence South 24 degrees 30 minutes West 1215 feet,
thence North 5 degrees 30 minutes West 121 feet,
thence North 6 degrees East 550 feet,
thence North 3 degrees 30 minutes West 279 feet,
thence North 23 degrees West 230 feet to point of beginning, excepting the
following: A parcel of land being a part of Private Claim 62, described as
follows: Commencing 140.00 feet South 79 degrees 32 minutes 18 seconds East
from the intersection of the South right of way line of W. Elm Avenue and the
West line of Private Claim 62, Proceeding,
thence South 22 degrees 28 minutes 42 seconds West 207.03 feet to the edge of
River Raisin,
thence South 12 degrees 30 minutes 18 seconds East 219.63 feet,
thence South 03 degrees 00 minutes 22 seconds West 105.95 feet,
thence South 1 degree 59 minutes 22 seconds West 213.25 feet,
thence South 7 degrees 43 minutes 12 seconds West 103.33 feet,
thence South 3 degrees 00 minutes 22 seconds West 211.89 feet,
thence South 1 degree 43 minutes 38 seconds East 117.91 feet,
thence South 11 degrees 35 minutes 14 seconds East 35.87 feet to the West right
of way line of the C. and O. Railroad,
thence North 22 degrees 17 minutes 42 seconds East along said right of way line
1208.17 feet to the South right of way line of Elm Avenue,
thence North 79 degrees 32 minutes 18 seconds West along said right of way line
406.31 feet to the point of beginning.

Also excepting a parcel described as follows: Commencing at a point South 79
degrees 52.533 minutes East 42.17 feet from intersection of the West line of
Huber Drive with the North line of West Elm Avenue,
thence North 20 degrees 13 minutes East 1881.91 feet,
thence South 69 degrees 50 minutes 58.08 seconds East 22.39 feet,
thence South 20 degrees 20 minutes West 1881.03 feet,
thence North 81 degrees 53 minutes 02 seconds West 18.92 feet,
thence North 20 degrees 13 minutes East 3.05 feet to the point of beginning.

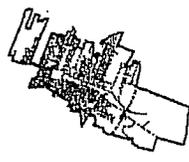


City of Monroe CivicSight Map

MAP LEGEND:

-  EDGE OF PAVEMENT
-  CITY LIMITS
-  PARCELS
- MONROE_20 ORTHO (Image)

Reference Map



Map Scale: 1 Inch = 101 feet
 Map Date: 6/09/2009
 Data Date: May 18, 2009



Sources: City of Monroe, River's Edge GIS, LLC.

Disclaimer:
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Mayor

R E S O L U T I O N

WHEREAS, the Unisource Foods Corporation has applied for the establishment of an Industrial Development District under Act 198 of 1974 on behalf of the Amendt Milling Company and Nu-Quality Flour; and

WHEREAS, due notice has been given in writing as well as publication, to the applicant, the legislative bodies levying Ad Valorem taxes, and the City Assessor of the City of Monroe; and

WHEREAS, a public meeting was set and held at the City Council Chambers, City Hall, 120 East First Street, Monroe, Michigan, June 14, 1982, at 7:30 p.m. for both the property owners, residents/taxpayers of the City of Monroe, and the City of Monroe Assessor, and the applicant and representatives of the affected taxing units;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of Monroe hereby establish an Industrial Development District for the Unisource Foods Corporation at 317 West Front Street, the legal description as taken from the City Tax Rolls as follows:

addition

Land Comm. on S. Li. W. Front St. 158.37 Ft. N. 77°12.8' W. from W. Li. Smith St., Th. S. 77°12.8' W. 198.10 Ft. S. 24°54' W. 151.46 Ft; N. 77°12.8' W. 205.19 Ft. N. 57°22' W. 69.02 Ft. S. 24°54' W. 66.08 Ft. S. 65°06' E. 130 Ft. S. 24°54' W. 98.20 Ft. N. 79°43' E. 211 Ft. N. 75°06' E. 135.60 Ft. N. 21°53' E. 51.3 Ft. S. 84°24' E. 115.70 Ft. N. 85°06' E. 34 Ft. N. 82°07' W. 46 Ft. N. 12°53' W. 30.75 Ft. N. 77°07' W. 34.58 Ft. N. 25°22' E. 125.11 Ft. to P.O.B., P.C. 398.

June 14, 1982



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: WATER MAIN RELINING UNDER INTERSTATE 75 – CHANGE ORDER

DISCUSSION: On Friday, June 5, the Water Department was notified that the 12” ductile iron water main crossing under Interstate 75 at Albain Road had failed, as evidenced by leaking water into the roadside ditch along the northbound I-75 off-ramp to the LaPlaisance Road exit. As you may remember, this line feeds approximately 500 customers in the Bolles Harbor area, and past concerns over breaks on this main was one of the primary reasons an emergency interconnection with the South County Water System was constructed in 2008 adjacent to LaPlaisance Road near the Monroe / LaSalle Township line. At the present time, these customers are being fed solely from the South County Water System due to the recent break.

For your reference, a letter from the Director of Utilities to the Michigan Department of Environmental Quality (MDEQ) has been attached, describing the proposed project work and history of the most recent repair attempts, along with a sketch of the work activities. In summary, due to the extreme difficulty in replacing this line under both Interstate 75 and an off-ramp, a quotation was solicited from Insituform Technologies for relining of this main, which is attached to this Fact Sheet. Insituform Technologies of Chesterfield, Missouri is the current contractor for the 2008 Water Main Rehabilitation Program, and as you remember, were the only bidder that was able to meet the City’s Labor Harmony requirements. Due to the emergency nature of this work and the fact that very few bidders exist for this type of work, it appears that the public interest is best served by waiving competitive bidding requirements for this project. The attached quote of \$65,000, representing \$130 per foot of main, is reasonable and consistent with other portions of their current contract.

IT IS RECOMMENDED that the City Council award a Change Order to the 2008 Water Main Rehabilitation Program project to Insituform Technologies in the amount of \$65,000, and that a total of \$70,000 be encumbered to allow for any contingencies that may arise. **IT IS FURTHER RECOMMENDED** that the City Engineer be authorized to sign the change order on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: Immediate

REASON FOR DEADLINE: The City of Monroe is not presently supplying our customers with water in this area due to the failure of this line.

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: City Council, Engineering Department, Water Department, customers in the Bolles Harbor area

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$70,000
	Cost of This Project Approval	\$70,000
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

SOURCE OF FUNDS:	<u>City</u>	<u>Account Number</u>	<u>Amount</u>
	I-75 Water Main Cross. Rehab.	591-40.538-972.000 09W09	\$70,000

Other Funds

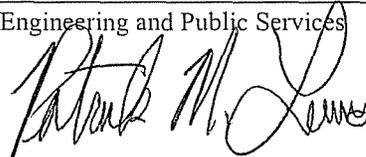
Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services **DATE:** 06/11/09

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: June 15, 2009





CITY OF MONROE
Water and Wastewater Utilities

June 10, 2009

Ms. Nazaret Sandoval, District Engineer
Department of Environmental Quality
Water Bureau
Jackson District Office
301 East Louis Glick Highway
Jackson, MI 49201-1556

RE: I-75 WATER MAIN REPLACEMENT

Dear Ms. Sandoval:

As discussed the 12 inch ductile iron water main underneath I-75 at the LaPlaisance Road exit has failed in several locations such that currently the line has been valved down and taken out of service. The line feeds approximately 500 active residential and business accounts. To maintain water service to our customers, we have activated the South County Interconnection. At no time did customers lose water pressure below 20 psi. For repairs to the water main, we used stainless steel repair sleeves in two different locations on June 8, 2009 such that the line still leaked in other locations under the off-ramp. At that time, we stopped repair work activities.

Historically the City of Monroe Water Department has repaired failures on the 12 inch line crossing I-75 a total of five different times at various locations on the crossing. Our observations note that the line is failing due to the corrosive soil conditions coupled with a lack of external barrier on the pipe. The pipe failures appear to be heavily pitted from the galvanic corrosion.

The City of Monroe desires to rehabilitate the 12" ductile iron water main underneath I-75 with the approved full structural liner - Thermopipe by Insituform. This product has been previously reviewed and approved by the MDEQ on current and future projects including permit #83041 and DWRP Project #7227-01, respectively. The length to be rehabilitated is 455 feet and is between valves to be replaced (see attached). The Water Department crews will excavate and install access pits on both sides of the I-75 ROW and replace the valves for Insituform to clean & rehabilitate the 12 inch water main. The water main will then be pressure tested and disinfected in accordance with City and contract standards and placed back into service.

If you need further information or should have any questions feel free to contact me.

Sincerely,

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

Encl

CC: Kevin Armstrong, Water Distribution Superintendent
Patrick M. Lewis, P.E., Director of Engineering & Public Services



Insituform
Technologies[®] USA, Inc.

"Clean Water for the World"
Tel: (313) 835-0417
Fax: (313) 835-1437

19129 West Davison Avenue
Detroit, MI 48223
www.insituform.com

Date: June 11, 2009

Presented To: Mr. Barry LaRoy, PE
Director of Water & Wastewater Utilities
City of Monroe
120 E. 1st St.
Monroe, MI 48161

Proposal

Project Name: Proposal – City of Monroe
I-75 / 12" Emergency Watermain

Insituform Technologies USA, Inc. is pleased to submit the following proposal for the above referenced project. Insituform Technologies USA, Inc., herein proposes to furnish a Proposal for all labor, materials, and equipment necessary to reconstruct the referenced project.

Proposal Pricing

PAY ITEM	DESCRIPTION	QTY.	U/M	UNIT PRICE	AMOUNT
1	Thermopipe® 12 Inch	500	LF	\$130.00	\$ 65,000.00
TOTAL					\$ 65,000.00

***Note-**

1) Pricing is based on the current contract price plus additional Emergency repair costs. Insituform will expedite shipment of Thermopipe® material and fittings to complete the project as requested by the City. Expected install after approval of the proposal is next week. The above pricing has been adjusted to compensate for that cost.

2) Pricing is also based on the City of Monroe digging the access pits, chlorinating lines, and installing any required valves. Insituform Technologies will only clean / prep the line, install the Thermopipe®, install the appropriate fittings and pressure test the line. Any additional activities will constitute a change order and/or an agreed upon price prior to execution of additional work.

3) Change orders will be approved prior to any additional work being completed. All Change orders and additional work requires approval from the Insituform local Detroit Management team.

Assumptions and Qualifications

This is based on the best available information at the time of this proposal. Existing pipe deterioration in excess of the conditions may require additional investigation and or cost. Final recommendations may be submitted to you following the completion of the preliminary TV of the project. Stated prices are subject to adjustment if condition changes are agreed upon.

Water shall be provided at no cost to Insituform Technologies USA, Inc. for all construction phases of this project. Insituform Technologies USA, Inc. will follow all required backflow prevention, and metering procedures required by the City of Monroe, MI.

The Owner will provide access to both ends of the line, traffic control, and point repairs if needed. Installation can be completed after point repairs and accesses to both ends are completed.

Insituform® Proposal –

Proposal Inclusions

The prices stated in this proposal include:

1. Pipe line cleaning. Loose debris and "normal" deposits only. Extraordinary conditions will need to be treated as a change in condition.
2. All fuel surcharges and product increases.

Proposal Exclusions

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by Insituform Technologies USA, Inc. at your additional cost; or would be furnished by others, at your direction, at no cost to Insituform Technologies USA, Inc.:

- a) All dig work required to provide access to the lines will be provided by the Owner.
- b) Additional cleaning, mobilizations and/or setups/delays or any other situation out of our control will be an additional charge.
- c) Manual operation of any pumping and/or metering stations.
- d) Project permits and/or local licenses.
- e) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.
- f) Performance and Payment Bond not included. This is available upon request, but if required please add 2.5% to the total project cost.

Proposal Terms and Conditions

- a) Limits of Liability. In consideration of Insituform Technologies USA, Inc.'s agreement to maintain no less than \$5,000,000 of comprehensive general liability insurance in the form required by the Contract, Insituform Technologies USA, Inc.'s liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will indemnify and hold Insituform Technologies USA, Inc. harmless from any third party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.
- b) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
- c) MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.
- d) PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.
- e) Quantities are estimated. Unit prices apply for actual invoice and payment.
- f) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project.
- g) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
- h) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of Insituform Technologies USA, Inc.
- i) Conflicts. In case of conflict between the provision of the aforesaid paragraphs and any other provision in the Contract as ultimately executed the provisions as set forth above shall govern and prevail.

Offered By:

Accepted By:

Insituform® Proposal –

Insituform Technologies USA, Inc.

Ken Quillen
Senior Project Manager
(989) 277-6046

Signature

Name

Title

Organization

Cc:

Is this Project Tax Exempt? _____ If Yes, please provide Tax Exemption Form and, where applicable, Project Exemption Form.

Does this Project require Certified Payroll? _____ Are there wage rates? _____. If yes, please provide a copy of the wage rates.

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document it shall not be acknowledged without this accepted proposal as an attachment.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: FIREFIGHTERS RATIFICATION

DISCUSSION: The City of Monroe and the Monroe Firefighters Association, AFL-CIO, Local 326 of the International Association of Firefighters, representing the firefighters, have reached a tentative agreement that effective July 1, 2009, Attachment B, ALS Understanding, of the parties' Collective Bargaining Agreement, dated July 1, 2008 through June 30, 2010 is cancelled and of no further force and effect, and replaced by Attachment B, ALS Understanding, appended hereto.

Based on a favorable ratification vote by the Association on Wednesday, June 4, 2009, I wish to recommend that City Council approve the tentative agreement, the terms of which will be incorporated in the Monroe Firefighters Association collective bargaining agreement.

CITY MANAGER RECOMMENDATION:

- For *[Signature]*
 For, with revisions or conditions
 Against
 No Action Taken/Recommended

May 19, 2009

ATTACHMENT B
ALS UNDERSTANDING

1. The parties agree that mutual cooperation is necessary to implement and maintain the City's emergency medical ALS transport service in conformity with requirements of state licensing and other regulations emanating from P.A. 368 of the Public Acts of 1978; from P.A. 179 of the Public Acts of 1990 and any and all similar future laws, rules, regulations and requirements.
2. The City shall keep records of compensatory time. Employees will be able to use said compensatory time in hour increments when use does not cause overtime.
3. Compensatory time may be selected by the employee once all other time is selected during the regular November selection process. Compensatory time selected in 12 or 24 hour blocks will be treated as a personal¹ day and adhere to personal day rules. Compensatory time selected in less than 12-hour increments shall be done on a daily basis. Seniority shall govern its utilization.
4. The parties agree that **20** personnel will be required to have and maintain a Paramedic license before anyone can voluntarily remove himself or herself from the program. After the required number of persons are licensed, the most senior Firefighter trained and hired before 12-01-99, as a paramedic, will have the opportunity to voluntarily remove himself from the regular duties of the ALS unit. An employee wishing to withdraw from the program must provide a thirty (30) calendar day notice in writing to the Chief of Fire.

As a condition of continued employment, employees hired after December 1, 1999, shall maintain a Paramedic license and be credentialed according to Monroe County Medical Control.

5. The City will continue to provide necessary in-house continuing education training classes on a regular basis for each Paramedic, EMT and First Responder.
6. There will be no change in our current seniority system; however, employees understand that two Paramedics will be assigned to transporting vehicles, 24 hours a day, 7 days a week. When necessary, ambulance assignment will take precedence over position or seniority.
7. In order to provide for a minimum number of Paramedics, shift transfers may be necessary to balance shifts. These transfers shall be made giving consideration to seniority, and position held. All things being equal seniority shall prevail. Employees understand that seniority shift selection may be prohibited if a vacancy caused by that

¹This use of time is not to be construed as an additional Personal Day as permitted by the contract.

selection reduces the shift below the required **six (6)** Paramedics, unless the replacement is a Paramedic. Captains will be excluded from the minimum number.

8. Paramedics assigned to headquarters will have the opportunity to use their seniority before the last junior Paramedic is sent to a satellite station. Paramedic Officers will function in a capacity defined by the Chief of Fire. Assignment to the transport vehicle shall be on the voluntary selection process based on seniority.
9. It is the City's prerogative to both implement or eliminate the BLS and ALS programs. It is also the City's responsibility for the daily maintenance of both of the programs while they are implemented. However, effective **July 1, 2009**, and continuing for so long as the City implements a BLS or ALS program, it shall **operate only one ambulance on a seven (7) day 24-hour basis (regardless of staffing levels), with the only exception being a critical emergency requiring immediate transport (e.g., disaster, no private or fire department ambulances available, call-back events, any situations requiring immediate physician intervention), maintain at least six (6) 24-hour personnel on duty at all times**, and authorize up to two (2) 24-hour personnel to be off per day so that they may utilize paid vacation, Kelly and personal days, and compensatory time off as provided in this Agreement, even if overtime is required. Further, so long as the City maintains the foregoing programs and staffing levels as above provided, the City agrees to also maintain the following complement of personnel:

- 3 – Captains
- 3 – Lieutenants
- 3 – **Sergeant/Inspectors**
- 1 – Mechanic
- 2 – Assistant Mechanics
- 14 – Firefighters**

The Fire Chief will function as the Coordinator for the Fire Inspection Division.

10. It is hereby agreed that after Advance Life Support (ALS) implementation, the City and Association will meet quarterly or as requested to resolve any problems that will arise in the administration of the advance life support program.
11. Because of Firefighter/Paramedic burnout, blood born pathogens, airborne pathogens, and related stresses, Firefighters shall be precluded from working on their off-duty time for any other EMS, ambulance, rescue, hospital, clinic or health care facility in the capacity of a health care worker, unless specific written approval is granted by the Chief of the Department. Approval or disapproval may be changed at the Chief's discretion with a 45 calendar day notice.
12. A Quality Assurance Committee of the Monroe Fire Department shall be instituted with members of the administration and personnel delivering services.

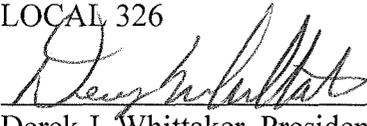
13. Paramedics understand that in order to provide a quality services to the community they must participate bi-monthly either by assignment to the transport vehicle or by participating at the Emergency Room of Mercy Hospital for at least four (4) hours. Hospital participation shall be done while on duty. Records of this participation shall be maintained in the Department's training files.
14. Beginning July, 2001, applicants for officer promotions must have a Paramedic license approved by the State of Michigan and be credentialed in accordance with Monroe County Medical Control. Sergeants must maintain their Paramedic license and be credentialed in accordance with Monroe County Medical Control to maintain their rank. Exceptions to the above will be current officers who are not licensed Paramedics.
15. Except as set forth in paragraph 4 above, any Paramedic who loses his/her credentialing voluntarily or involuntarily, will be given up to 3 months in which to get credentialed. The City will provide remedial training and work with Monroe County Medical Control to assist with this credentialing.
16. Paramedics who are off duty during Monroe County Medical Control credentialing will be compensated in accordance with training overtime provisions of the contract.

Agreed to this 11th day of June, 2009.

CITY OF MONROE

MONROE FIREFIGHTERS
ASSOCIATION, AFL-CIO,
LOCAL 326

Mark G. Worrell, Mayor



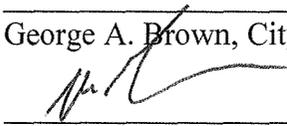
Derek J. Whittaker, President

Charles D. Evans, City Clerk/Treasurer

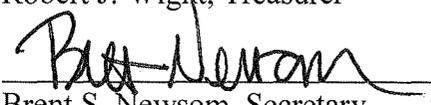
Michael R. Everly, Vice President

George A. Brown, City Manager

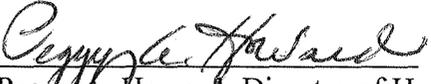
Robert J. Wight, Treasurer



Joseph R. Mominee, Chief of Fire



Brent S. Newsom, Secretary



Peggy A. Howard, Director of Human
Resources

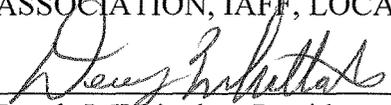
AGREEMENT

It is hereby agreed between the City of Monroe and the Monroe Fire Fighters Association, IAFF, Local 326 that effective July 1, 2009, Attachment B, ALS Understanding, of the parties' Collective Bargaining Agreement, dated July 1, 2008 through June 30, 2010 is cancelled and of no further force and effect, and replaced by Attachment B, ALS Understanding, appended hereto.

CITY OF MONROE

MONROE FIRE FIGHTERS
ASSOCIATION, IAFF, LOCAL 326

Mark G. Worrell, Mayor



Derek J. Whittaker, President

George A. Brown, City Manager

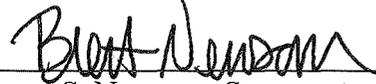
Michael Everly, Vice President

Joseph Mominee, Chief of Fire

Robert Wight, Treasurer



Peggy A. Howard, Director of Human
Resources



Brent S. Newsom, Secretary

Dated: 6-11-09



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Back up ambulance service agreement with Monroe Community Ambulance Service.

DISCUSSION: The City of Monroe, through negotiations with the Monroe Firefighter's association has recently agreed upon the terms of the revised ALS understanding within the Firefighter's collective bargaining agreement. The terms of the revised ALS understanding allow for only 1 Monroe Fire Department ambulance. In order to maintain adequate response for Emergency Medical Service calls within the City of Monroe, negotiations have taken place between Monroe Community Ambulance Service and the City of Monroe for service to be provided as a backup in the event the Monroe Fire Department ambulance is unavailable for response.

I recommend the Monroe City Council review and approve the back up ambulance service agreement between the City of Monroe and Monroe Community Ambulance Service.

CITY MANAGER RECOMMENDATION:

- For *[Signature]*
 For, with revisions or conditions
 Against
 No Action Taken/Recommended

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Joseph R. Mominee, Chief of Fire

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Fire Department.

FINANCES

COST AND REVENUE PROJECTIONS:

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

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

Budget Approval: _____

FACT SHEET PREPARED BY: Joseph R. Mominee

DATE: 6/11/09

REVIEWED BY: Joseph R. Mominee, Chief of Fire

DATE: 6/11/09

COUNCIL MEETING DATE: Monday, June 15, 2009

BACK UP AMBULANCE SERVICE AGREEMENT

THIS BACK UP AMBULANCE SERVICE AGREEMENT (the "AGREEMENT") is made as of the 15th day of June, 2009 by and between MONROE COMMUNITY AMBULANCE, INC., ("MCA") a Michigan nonprofit corporation whose address is 1200 State Circle, Ann Arbor, Michigan 48108, and the CITY OF MONROE, a Michigan municipal corporation, whose address is 120 East First Street, Monroe, Michigan 48161 ("CITY").

R E C I T A L S

The City provides emergency paramedic ambulance service to its residents and others in need of emergency medical services within its boundaries, and operates one (1) ambulance for this purpose.

MCA provides emergency paramedic ambulance service to the residents of the County of Monroe, excluding the City of Monroe, and operates multiple ambulance stations for this purpose.

Section 20948 of the Michigan Public Health Code, being Act No. 368 of the Michigan Public Acts of 1978, as amended (the "Public Health Code"), provides that a local governmental unit may contract for the provision of emergency ambulance services for the use and benefit of individuals in their areas.

The City has the power and authority under municipal law to enter into this Agreement to ensure the provision of ambulance services in furtherance of the public safety and welfare.

The City and MCA desire to enter into a back up agreement for the provision of emergency ambulance services by MCA to individuals residing within the City when the City's ambulance is not available.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, MCA and the City agree as follows:

1. Services.

- (a) Beginning July 1, 2009, MCA shall be available to

provide, and provide upon request, emergency advanced life support ambulance services and non-emergent patient transport services, on a continuous seven (7) day per week and twenty-four (24) hour per day basis to individuals within the City (collectively, the "Services"), when the City's ambulance is unavailable.

- (b) All ambulances used by MCA in providing the Services shall be licensed by MCA under the Public Health Code.
- (c) All employees that provide the Services to the City shall be licensed under the Public Health Code.
- (d) It is the goal of MCA to provide Services in the manner set forth in the initial operating plan attached hereto as Exhibit A (the "Operating Plan"). The City acknowledges and agrees, however, that MCA shall have direction and control over the manner and method by which the Services are provided and that MCA may amend the Operating Plan from time to time if MCA, in good faith, determines that any such amendment is reasonable and appropriate.
- (e) MCA shall provide the Services to individuals in the City without regard to race, creed, color, gender, sexual preference, age, physical handicap, marital status, national origin, ancestry, location within the City or ability to pay.
- (f) MCA shall comply with all applicable federal, state and local laws and the policies, procedures and protocols of the Monroe County Medical Control Board.
- (g) MCA shall remain nationally accredited by the Commission on Accreditation of Ambulance Services for the duration of this agreement.

2. Use of Fire Station. The City shall allow MCA access, use, and quiet enjoyment of the City's east side satellite fire station, including one garage bay and crew quarters. MCA shall provide utilities for the facility. The City shall reimburse MCA for its use of the utilities for the portion of the garage bay used by

the City. MCA staff shall be responsible for the upkeep of it's areas of use, consistent with the City's standards for the station.

3. Payment for Services. MCA shall undertake to collect payment for the Services directly from those individuals in the City to whom they are provided, or appropriate third party payors such as Medicare, Medicaid, automobile insurance or health insurance. MCA ambulance rates will be set by the MCA Board of Trustees.
4. Subsidy Payments to MCA, City. There shall be no subsidy payment to MCA by the City for Services provided under this Agreement.
5. Term and Termination.
 - (a) The term of this Agreement shall commence on the date first written above, and continue for an initial term expiring on June 30, 2010, and shall be automatically renewed for additional, successive one (1) year periods thereafter unless either party provides the other with not less than one hundred eighty (180) days advance written notice of the intent to terminate at the expiration of the initial or any subsequent annual renewal of the term of this Agreement, with or without cause.
 - (b) This Agreement may be sooner terminated on the first to occur of any of the following events:
 - (1) Both parties hereto agree in writing to terminate this Agreement.
 - (2) In the event of a substantial breach of this Agreement by either party hereto, if the non-defaulting party provides written notice of the breach to the defaulting party and such breach is not corrected within thirty (30) days, this Agreement may be terminated at the option of the non-defaulting party by giving written notice to the other parties to this Agreement.
 - (c) Notwithstanding the termination of this Agreement, any liability or obligation of any party which may

have accrued prior to such termination shall continue in full force and effect.

5. Insurance. MCA shall, during the term of this Agreement, maintain professional liability insurance, no-fault automobile insurance, comprehensive general liability insurance, an umbrella policy, and all other insurance required by applicable federal, state and local laws, with a combined coverage limit of not less than \$10 million per occurrence. If MCA is unable to purchase this level of coverage at reasonable premiums, MCA may reduce such coverage limit with the prior consent of the City, which shall not be unreasonably withheld or delayed. In no case will this coverage be less than \$3,000,000. MCA shall provide copies of the policies or certificates evidencing the existence and coverage of such insurance to the City upon written request thereafter to MCA. MCA shall cause the City to be named as an additional insured on MCA's policies of insurance for professional liability.
6. Independent Contractor. The parties to this Agreement acknowledge and agree that MCA shall perform the Services solely as an independent contractor of the City. Nothing in this Agreement is intended to create an employer/employee relationship, lessor/lessee or a joint venture relationship between MCA and the City.
7. Assignment. Neither party hereto may assign this Agreement without the written consent of the other party hereto.
8. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
9. Governing Law. This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Michigan, without giving effect to principals of conflicts of law.
10. Entire Agreement. This Agreement represents the entire agreement among the parties hereto with respect to the subject matter hereof, and may not be modified except by an instrument in writing executed by all the parties hereto.
11. Notices. Notices required hereunder shall be in

writing and shall be deemed given when mailed by prepaid certified mail, return receipt requested, addressed to the appropriate party at the address set forth in the introductory paragraph of this Agreement. Any party hereto may change its address by giving notice of such change to the other as provided in the foregoing sentence.

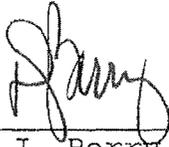
- 12. Limited Enforcement. This Agreement is intended solely for the benefit of the parties hereto, and there is no intention, express or otherwise, to create rights or interests for any individual, parent, guardian or personal representative of any individual or any party or persons other than the City and MCA.
- 13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.
- 14. Mutual Indemnification. Each of the parties will indemnify and hold each other harmless against all claims, losses, damages, cost, and expenses, including reasonable attorney fees, resulting from any acts or omissions of the other party.

MCA and the City have executed this Agreement as of the day and year first written above.

MONROE COMMUNITY AMBULANCE, INC.
"MCA"

CITY OF MONROE
The "CITY"

By



Dale J. Berry
Its President and CEO
Date: 6-11-2009

By:

Mark G. Worrell
Its: Mayor
Date: _____

And by: _____

Charles D. Evans
Its: City Clerk
Date: _____

Exhibit "A"

Operating Plan

Name of Operation

Paramedic ambulances provided under this agreement will be operated under the name of Monroe Community Ambulance, or MCA.

Operating Plan

The Monroe Fire Department will continue to operate one advanced life support ambulance on a 24 hour per day, seven day per week basis.

MCA will base a paramedic ambulance 24 hours a day, 7 days a week at the City's east-side satellite fire station, as well as other locations in and around the City of Monroe. The ambulance at the east-side fire station is not dedicated to the City, and may be dispatched to other ambulance requests in Monroe County at any time.

In the event that the City's ambulance is unavailable, the City will instruct Monroe County Central Dispatch to notify MCA so that MCA can position an available unit to cover the City. MCA will also be notified when the City's ambulance is again available.

In the event of a medical call in the City of Monroe when the City's ambulance is not available, the closest MCA ambulance will be dispatched to the request.

The City acknowledges that MCA ambulances are a part of a county-wide emergency medical services system and that MCA continually relocates ambulances - including the ambulance based at the City's east side fire station - so that they are able to respond in a timely fashion throughout the county.

MCA agrees to use its best effort to position at least one ambulance so that it can respond to emergencies in the city in a timely fashion when the City's ambulance is unavailable. MCA acknowledges that under its approved plan with the Monroe County Emergency Medical Authority (EMA), the last available MCA ambulance in the County is deployed to the intersection of

Telegraph and M-50 highway, in the City of Monroe.

MCA will notify the Monroe City Fire Department, through Monroe Central Dispatch, of the response location of our ambulance, whenever practical.