
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
TUESDAY, JULY 6, 2010**

I. CALL TO ORDER.

II. ROLL CALL.

III. INVOCATION/PLEDGE OF ALLEGIANCE.

IV. PUBLIC HEARING.

119 Public hearing to hear public comments on Proposed Ordinance No. 10-005, an Ordinance to prohibit smoking within 50 feet of entrances, windows or ventilation systems of any City owned or operated building. There are no comments on file in writing in the Clerk-Treasurer's Office.

V. COUNCIL ACTION.

119 Proposed Ordinance No. 10-005, an ordinance to prohibit smoking within 50 feet of entrances, windows or ventilation systems of any City owned or operated building, up for its final reading.

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

A. Approval of the Minutes of the Regular Meeting held on Monday, June 21, 2010.

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

142 Traffic Committee Minutes of June 23, 2010 meeting and Traffic Control Orders.

1. Communication from the Director of Engineering & Public Services, submitting the minutes of the Traffic Committee meeting held on June 23, 2010, and recommending that the City Council accept and place on file the Minutes from the June 23, 2010 Mayors Traffic Committee meeting and approve Traffic Control Orders 111-005, 303-003, and 312-002.
2. Supporting documents.
3. Action: Accept, place on file and the recommendation be carried out.

- 143 2010 Bituminous Pavement Maintenance Program Bids.
1. Communication from the Director of Engineering & Public Services, reporting back on bids received for the 2010 Bituminous Pavement Maintenance Program, and recommending that Council award the above contract to D.G. Slurry Seal of Toledo in the amount of \$91,594.26, and that a total of \$106,000 be encumbered to include a 15% project contingency, and further recommending that the Mayor and Clerk-Treasurer be authorized to sign the contracts on behalf of the City of Monroe.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 144 COMEA Unit I 2010-2011 Wage Concession Amendment.
1. Communication from the Director of Human Resources, submitting an amended letter of understanding with COMEA Unit I, and recommending that Council approve the attached amended Letter of Understanding, by removing the conditional language noted.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 145 Command Officers – Letter of Understanding.
1. Communication from the Director of Human Resources, submitting a letter of understanding and tentative agreement between the City of Monroe and Command Officers, and recommending, based on the favorable ratification vote by the Association, that Council approve the attached Letter's of Understanding.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 146 Budget Amendment for Fiscal Year Ending June 30, 2011.
1. Communication from the Finance Director, submitting a proposed budget amendment to the 2011 fiscal year budget, and recommending that Mayor and City Council approve the budget amendment for fiscal year 2011 as recommended by the Finance Director on the attached document.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.
- 147 Release and Settlement Agreement – Charlene Drumm.
1. Communication from the City Manager's Office, submitting a Release and Settlement Agreement with Ms. Charlene Drumm to offer outplacement assistance and continue her as a part-time, temporary employee following her retirement on July 29, 2010, and recommending that the attached agreement be approved and that the City Manager be authorized to execute it on behalf of the City of Monroe.
 2. Supporting documents.
 3. Action: Accept, place on file and the recommendation be carried out.

- VIII. MAYOR'S COMMENTS.
- IX. CITY MANAGER COMMUNICATION.
- X. COUNCIL COMMENTS.
- XI. CITIZEN COMMENTS
- XII. ADJOURNMENT.



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Traffic Committee Minutes of June 23, 2010 meeting and Traffic Control Orders

DISCUSSION: The Mayor's Traffic Committee meeting was held on June 23, 2010, and the minutes are attached for your review and approval. There are three (3) traffic control orders for approval at this time as a result of the meeting.

Traffic Control Order 111-005 authorizes a mid-block crosswalk for the benefit of Mercy Memorial Hospital at the southern edge of the driveway from the Colonial Gardens property, as they have a substantial number of individuals that utilize parking areas on the west side of the roadway, and will continue to even after the construction of a new parking lot at the Colonial Gardens site.

Traffic Control Order 303-003 reorganizes the parking spaces on the northernmost row of the City Hall Parking Lot adjacent to the building. The Mayor will retain a designated parking space as has been past practice, but the three spaces immediately to the west will be now signed for "City Vehicles Only" to provide flexibility of their use on a daily basis while still allowing for Council member parking. The remaining spaces will remain the same as they have been.

Traffic Control Order 312-002 will convert all but six spaces in the West Front Street Parking Lot to unlimited time, at the request of the DDA board. This was requested due to the under-utilization of this lot under its present 2-hour regulations. The order also corrects an error as to the location of the existing disabled spaces.

IT IS RECOMMENDED that the City Council accept and place on file the minutes from the June 23, 2010 Mayor's Traffic Committee meeting, and approve Traffic Control Orders 111-005, 303-003, and 312-002.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE:

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Department of Engineering and Public Services

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Engineering Department, Department of Public Services, Police Department, traveling public, adjacent residents

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

Other Funds

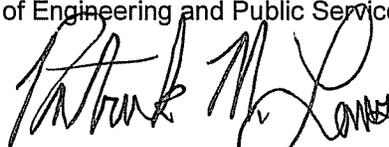
Budget Approval: _____

FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Dir. of Engineering and Public Services **DATE:** 06/25/10

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: July 6, 2010



CITY OF MONROE
MAYOR'S TRAFFIC COMMITTEE MINUTES
June 23, 2010

Meeting was called to order by Mayor Clark on Wednesday, June 23, 2010 at 5:00 P.M. in the City Council Chambers.

Members Present: Mayor Clark, Councilman Beneteau, Councilman Hensley, Acting Chief Moore, James Crammond, Scott Davidson, Dennis Polczynski, Anthony Webb

Members Excused: Michael Milette

Clerk / Staff: Patrick Lewis, Director of Engineering and Public Services

Citizens Commenting: None present

1. Report back from the Engineering Department on the surveys of parking regulations on Arbor Avenue north of East Lorain Street.

Motion: It was moved by Councilman Beneteau and supported by Councilman Hensley to leave parking as is in this area, and to clearly mark the boundaries of the "No Parking" area.

Action: The motion passed unanimously.

2. Request from citizen Paula Sandefur to sign a disabled parking space in front of her home at 223 Cass, and request from citizen Barbara Sampsel to sign a disabled parking space in front of her home at 633 LaPlaisance Road.

Motion: It was moved by Councilman Hensley and supported by Anthony Webb to deny these requests.

Action: The motion passed unanimously.

3. Request from citizen Les Lukacs at 1330 Riverview to place an all-way stop intersection on Riverview Avenue in the vicinity of his home.

Motion: It was moved by Councilman Beneteau and supported by Scott Davidson to postpone action on this item until the next meeting.

Action: The motion passed unanimously.

4. Request from Mercy Memorial Hospital to install a mid-block crosswalk on the south side of their driveway from the Colonial Gardens property.

Motion: It was moved by Councilman Hensley and supported by Scott Davidson to install a crosswalk at the above location, with the stipulations that the hospital be required to pay all costs to construct ADA-compliance sidewalk ramps on both sides of the street, and that they be required to pay all costs if additional signage, flashing lights, and /or markings are found to be necessary.

Action: The motion passed 7-1 (Beneteau).

5. Request from Gerdau / MacSteel to authorize the right lane of eastbound Front Street to be for standing trucks, and to further restrict this activity within the vicinity of Borchert Park Drive.

Motion: It was moved by Councilman Beneteau and supported by Acting Chief Moore to postpone this item and direct staff to meet with representatives of Gerdau / MacSteel and other relevant parties.

Action: The motion passed unanimously.

6. Request from Mayor Clark to extend the Residential Parking District on East Second Street, north side, for the entire block between South Macomb Street and Scott Street.

Motion: It was moved by Councilman Beneteau and supported by Anthony Webb to schedule a public hearing on this issue for the next available Traffic Committee meeting.

Action: The motion passed unanimously.

7. Request from the Downtown Development Authority (DDA) board to remove the time restrictions on the West Front Street Parking Lot.

Motion: It was moved by Councilman Beneteau and supported by James Crammond to leave six spaces on the west side of the lot closest to Front Street as two-hour signed parking, and convert the remaining spaces to no limit parking.

Action: The motion passed unanimously.

8. Request from the Engineering Department to re-sign three spaces in the City Hall Parking Lot for "City Vehicles Only".

Motion: It was moved by Councilman Beneteau and supported by Acting Chief Moore to accept the recommendation of the Engineering Department.

Action: The motion passed unanimously.

9. Committee Members Items / Citizen Time

Action: Committee member Dennis Polczynski requested that the Committee take up the issue of truck route and weight regulations at a future meeting, and requested an additional speed limit sign on westbound Front Street between Roessler and Telegraph.

10. Action: The meeting was adjourned at 6:30 P.M. by Mayor Clark



CITY OF MONROE
TRAFFIC CONTROL ORDER

ORDER NO. 111-005

EFFECTIVE DATE: June 2010

When official traffic control signs conforming to the mandate of this order shall have been erected.

The following regulations shall apply to North Macomb Street:

Parking

1. "No Parking" from, and including the River Raisin bridge, to the north City limit lying 993 feet north of Maywood Avenue, both sides.

Intersection Control

2. Traffic signals with pedestrian signals shall be placed at the intersection of North Macomb Street and East Elm Avenue.
3. Traffic signals with pedestrian signals shall be placed at the intersection of North Macomb Street and East Noble Avenue.
4. **A mid-block crosswalk shall be installed at the south edge of the driveway to the property known as the "Colonial Gardens" complex, or the property located immediately north of 814 North Macomb Street.**

Roadway Geometry

5. A special "Left Turn Only" lane shall be provided in both directions at East Elm Avenue.
6. A special "Right Turn Only" lane shall be provided for northbound traffic at East Elm Avenue.
7. North Macomb Street shall be a four-lane street from East Front Street to East Elm Avenue.
8. North Macomb Street shall be a three-lane street from East Grove Street to the City limit lying 993 feet north of Maywood Avenue, with the center lane reserved for left turns in either direction.

The following Traffic Control Orders shall hereby be rescinded: 111-004

City Traffic Engineer

City Clerk-Treasurer

Date

Date



CITY OF MONROE
TRAFFIC CONTROL ORDER

ORDER NO. 303-003

EFFECTIVE DATE: July 2010

When official traffic control signs conforming to the mandate of this order shall have been erected.

The following regulations shall apply to the City Hall Parking Lot:

Parking

1. The northeasterly most two spaces shall be designated "Mayor and City Manager Only."
2. The two spaces immediately west of the City Manager's parking spaces shall be designated "City Council Members Only."
3. ~~The three spaces immediately west of the spaces indicated in Item 2 shall be designated "City Official Use Only", with enforcement hours at 5:00 P.M. to 10:00 P.M., Monday through Friday, and shall be utilized as one-hour metered parking at the rate of \$0.50 per hour, with enforcement hours of 8:00 A.M. to 5:00 P.M. Monday through Friday, except holidays.~~
2. **The three spaces immediately west of the Mayor's parking space shall be designated for "City Vehicles Only" with authorization to be given to the City Manager to allow parking in these spaces to private vehicles of the City Council, Manager, or other employees as necessary.**
4. The northwesterly most two spaces shall be designated "Disabled Parking" spaces, with 1-hour time limitations.
5. The southwesterly most two spaces shall be designated "City Police Department Parking Only."
6. The remaining spaces shall be designated one-hour metered parking at the rate of \$0.50 per hour, with enforcement times of 8:00 A.M. to 5:00 P.M. Monday through Friday, except holidays.

Traffic

7. The City Hall Parking Lot driveway shall STOP at East Second Street.

The following Traffic Control Orders hereby rescinded: 303-002

City Traffic Engineer

City Clerk-Treasurer

Date

Date



CITY OF MONROE
TRAFFIC CONTROL ORDER

ORDER NO. 312-002

EFFECTIVE DATE: June 2010

When official traffic control signs conforming to the mandate of this order shall have been erected.

The following parking regulations shall apply to the City-owned parking lot at 60 West Front Street, commonly known as the West Front Street parking lot or the "Weipert Lot", on the north side of West Front Street, located south of the Lauer-Finzel lot and east of Cass Street extended:

1. Designated "Disabled Parking" spaces with no time restrictions, two (2) parking spaces at the northwest **southeast** corner of the lot.
2. Two-hour signed parking, with enforcement times of 8:00 A.M. through 5:00 P.M., except holidays, ~~all remaining spaces~~, the six southernmost spaces on the west side of the lot.
3. Permitted parking, with no time restrictions, all remaining spaces in the lot.

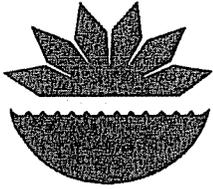
The following Traffic Control Orders are hereby rescinded: 312-001

City Traffic Engineer

City Clerk-Treasurer

Date

Date



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: 2010 BITUMINOUS PAVEMENT MAINTENANCE PROGRAM – REPORT ON BIDS RECEIVED

DISCUSSION: The Engineering Department opened bids for the above project on Monday, June 28, 2010. There were two (2) bidders, and a bid tabulation is attached for your review. As you know, each year the Engineering Department manages a program for routine maintenance on bituminous (asphalt) streets, including crack sealing and slurry sealing, both of which are designed to lengthen the service life of these pavements. This program typically includes streets that have been targeted for maintenance activities that can extend their surface life for five years or more, and for permanent pavement patching in areas where the Water Department has had main breaks within the past year. This is the fourth year in which the Engineering Department is attempting a bona fide pavement management program, where we target streets for crack sealing based on the age of the pavement alone, to attempt to keep all streets resurfaced during a certain time frame in good shape. In such a fashion, this year we are completing crack sealing nearly all streets that were last resurfaced between 2005 and 2007 that have not yet been crack sealed or slurry sealed, even those that do not exhibit excessive cracking yet, plus one additional street from 1983 that has not yet been done. This year, we are also planning to slurry seal two streets last resurfaced in 1993 and are trying to progress forward each year, though keeping up on a schedule where we would actually be able to slurry seal in one year all streets that were resurfaced 15 years earlier as originally intended will certainly require a far greater level of maintenance funding than is currently being provided.

Also, for the first time, we are attempting a “cape seal”, which takes a traditional chip seal, where small stone chips are spread over the existing pavement, and adds a slurry seal over the top. In such a fashion, the chip seal process, which is generally used in rural areas, can be modified to the urban environment by minimizing the amount of stone that is dislodged by traffic when bound by the slurry. We are planning to utilize this process on West Lorain Street between the dead end lying west of Godfrey Avenue and North Monroe Street. This segment is actually identified as one of our fairly high priorities for resurfacing, but given that the primary surface defects are low-depth potholes rather than widespread failures, we feel this method has a very high chance of success at a very minor cost.

The breakdown of streets where the work activities are planned to occur is attached in three (3) separate spreadsheets to this Fact Sheet as well.

The low bidder submitting a complete bid for this project is D.G. Slurry Seal of Toledo, actually based in Holland, Ohio. Their low bid of \$91,594.26 is 1.1% below the Engineer’s Estimate. D.G. Slurry Seal was the only bidder for this project in 2005, 2006, and 2007, were awarded a change order in 2008, and were the low bidder in 2009 as well. They have performed satisfactorily, and we of course recommend awarding this contract to them as well. Since this contract is for maintenance type work, the typical labor harmony requirements do not apply to this project.

IT IS RECOMMENDED that the City Council award the above contract to D.G. Slurry Seal of Toledo in the amount of \$91,594.26, and that a total of \$106,000 be encumbered to include a 15% project contingency. **IT IS FURTHER RECOMMENDED** that the Mayor and Clerk-Treasurer be authorized to sign the contracts on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: As soon as possible

REASON FOR DEADLINE: Bids are only good for forty-five (45) days.

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, adjacent property owners and residents, traveling public

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$106,000*
	Cost of This Project Approval	\$106,000*
	Related Annual Operating Cost	\$ N/A
	Increased Revenue Expected/Year	\$ N/A

*Includes 15% contingency

SOURCE OF FUNDS:	<u>City</u>	Account Number	Amount
	Local Streets – Surface Main.	203-60.464-818.020	\$42,000
	Major Streets – Surface Main.	202-60.464-818.020	\$43,000
	Water Department Contractual	591-40.538-818.020	\$14,500
	Water System Improvements	591-40.538-972.000 08W12	\$ 6,500*

*A portion of the patches attributable to the Water Department are related to past and future capital projects.

Other Funds

Budget Approval: _____

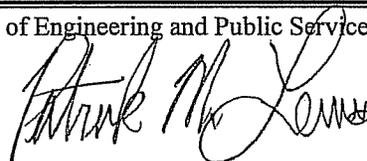
FACT SHEET PREPARED BY: Patrick M. Lewis, P.E., Director of Engineering and Public Services

DATE: 06/28/10

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: July 6, 2010



2010 Bituminous Pavement Maintenance Program

**BID TABULATION
BIDS DUE: Monday, June 28, 2010
Page 1 of 1**

No.	Item	# units	Units	0 - Engineer's Estimate		1 - D.G. Slurry Seal of Toledo		2 - Henry W. Bergman Inc.	
				Unit Price	Amt.	Unit Price	Amt.	Unit Price	Amt.
1	Remove and Dispose Pavement	275.79	SYD	36.00	9,928.44	36.50	10,066.34	15.00	4,136.85
2	Furnish & Install Bit. Hand Patching	79.21	TON	225.00	17,822.25	207.00	16,396.47	170.00	13,465.70
3	Furnish & Install Overband Crack Seal	17889.00	LBS	2.15	38,461.35	2.15	38,461.35	1.90	33,989.10
4	Furnish & Install Emulsified Slurry Seal	7237.00	SYD	2.00	14,474.00	2.20	15,921.40	4.20	30,395.40
5	Furnish & Install Single Chip Seal	3981.00	SYD	3.00	11,943.00	2.70	10,748.70	4.00	15,924.00
Total					92,629.04		91,594.26		97,911.05

2010 Bituminous Pavement Maintenance Program - Slurry Seal and Cape Seal Streets

City reserves the right to add or subtract streets from this list based on actual costs spent on crack sealing

#	Street	Limits	Slurry Area (syd)	Chip Seal Area (syd)	Patch Rem. (syd)	Patch Repl. (ton)
A	St. Mary's	Noble to Lorain	2208.0	0.0	33.4	7.3
B	W. Lorain	W of Godfroy to Monroe	3981.0	3981.0	0.0	0.0
C	Calgary	John L to Lavender	1048.0	0.0	60.9	13.4
Totals			7237.0	3981.0	94.3	20.7

2010 Bituminous Pavement Maintenance Program - Crack Seal Streets

Feet of crack to be sealed are estimates, City reserves the right to eliminate or add streets to reach plan quantity.

#	Year Res.	Street	Limits	Str. Length	Crack Seal (feet)		Crack Seal (pounds)		
					Major	Local	Major	Local	Total
1	1983	W. Noble	Godfroy to Monroe	1082	5633		2012	0	2012
2	2005	N. Rössler	Hendricks - N of John L	1110		2939	0	1050	1050
3	2006	N. Custer	City limit to Bentley	5580	28910		10325	0	10325
4	2007	W. Seventh	Union to Monroe	2739	9580		3421	0	3421
5	2007	E. First	Scott to Winchester	3066	8660		3093	0	3093
							0	0	0
Totals				12495	47150	2939	16839	1050	17889

Note: Assumed rate from historical projects of 2.8 LFT per pound of crack seal material.

2010 Bituminous Pavement Maintenance Program

List of Extra Area Patches (not on streets to be slurried or crack sealed)

No.	Address	Dir.	Street	Cross Street	FT	FT	SYD	IN	Tons	Location	Notes
1	309		W. Elm		7.00	7.00	5.44	6	1.80	City	
2			Riverview	E. Noble	7.60	13.00	10.98	6	3.62	City	
3			Maywood	Hollywood	9.00	13.40	13.40	6	4.42	City	
4	327		Lincoln		13.00	8.50	12.28	6	4.05	City	
5			Borgess	W. Noble	10.00	7.50	8.33	6	2.75	City	
6	147		Borgess		5.00	24.00	13.33	6	4.40	City	
7	48		E. Willow		9.60	5.40	5.76	6	1.90	City	
8	109		W. Vine		3.60	12.40	4.96	6	1.64	City	
9			Godfroy	W. Noble	4.60	12.00	6.13	6	2.02	City	
10	8295		Van Akins		4.30	7.70	3.68	6	1.21	Ida Twp.	
11			Dallas	Dayton	18.40	11.70	23.92	6	7.89	Monroe Twp.	
12	331		S. Roessler		14.20	10.20	16.09	6	5.31	City	
13			Howard	S. Custer	11.50	5.00	6.39	6	2.11	City	
14			St. Mary's	W. Noble	9.00	11.00	11.00	6	3.63	City	
15	18		E. Lorain		7.20	6.40	5.12	6	1.69	City	
16	425		E. Elm		7.00	5.90	4.59	6	1.51	City	
17	1421		S. Custer		8.90	4.70	4.65	6	1.53	City	
18	1413		S. Custer		8.90	6.30	6.23	6	2.06	City	
19	402		W. Fourth		5.00	12.00	6.67	6	2.20		

Total of Water Department Patches

168.95

55.75

Major and Local Street Patches

No.	Address	Dir.	Street	Cross Street	FT	FT	SYD	IN	Tons	Location	Notes
20	205		W. Noble		4.59	5.58	2.85	4	0.63	City	
21	127		W. Noble		8.86	9.84	9.69	4	2.13	City	
							0.00		0.00		

Total of Water Department Patches

12.53

2.76



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: COMEA UNIT I - 2010 - 2011 Wage Concession AMENDMENT

DISCUSSION: On June 7, 2010 the City Council approved a letter of understanding with the COMEA I bargaining unit that implemented a wage concession, which enabled restoration of some City services and related COMEA I jobs, for the 2010-11 fiscal year. During the same period that negotiations were being conducted with COMEA I Union leadership, management was also in negotiations with police patrol officers' POAM Union representatives. Initially we had anticipated that the POAM and the COMEA I agreements might be concluded and considered by Council at the same Council meeting. However, the management negotiating team had found it necessary to cancel and reschedule the final negotiation meeting with POAM, thereby delaying the conclusion and approval of the POAM concession-offer agreement to a later Council meeting.

Provision #3 of the COMEA I letter of understanding provided for the maintenance of COMEA I jobs, but included the condition: "*unless any unforeseen negative financial event(s) occur beyond the City's control.*" Similar terms subsequently negotiated and included in the POAM letter of understanding did not include this or a similar condition.

THEREFORE IT IS RECOMMENDED that the amended Letter of Understanding attached, removing the conditional language noted above, be approved.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: July 6, 2010

REASON FOR DEADLINE:

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: George A. Brown, City Manager

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: COMEA UNIT I

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> Amount	Account	Number
			\$ N/A
	<u>Other Funds</u>		\$ N/A
			\$ N/A
			\$ N/A
			\$ N/A

Budget Approval: _____

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

DATE: 6/25/10

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 7/06/10

AMENDED
LETTER OF UNDERSTANDING

Employees of COMEA Unit I recognize that a significant decline in the state and national economy has caused severe reductions in revenues for the City of Monroe. Among other impacts, these revenue reductions have made it necessary for the Monroe City Council to adopt a 2010/11 fiscal year budget that includes significant expenditure reductions that would result in the curtailment of some public services and some employee layoffs. In order to mitigate some of these negative impacts, employees of COMEA Unit I, AFT Michigan Local Union No. 6091, AFL-CIO and the City of Monroe hereby agree as follows:

1. The 2% base wage adjustment scheduled for July 1, 2010, and as reflected in Appendix B, of the parties' collective bargaining agreement, shall be cancelled.
2. Effective June 30, 2011, the 2% base wage rate adjustment cancelled pursuant to paragraph 1 above shall be reestablished but shall not be retroactive.
3. Based on the foregoing, the City Manager shall recommend to the Monroe City Council an amendment of the 2010/11 budget to reflect the inclusion of funding for the four (4) COMEA Unit I jobs that are scheduled for elimination effective July 1, 2010. ~~If approved, the City shall be committed to maintaining these jobs for the 2010/11 fiscal year, unless any unforeseen negative financial event(s) occur beyond the City's control.~~
- 4. If approved, the City agrees that there shall be no additional reductions in staff for the period of July 1, 2010 through June 30, 2011.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their representatives, duly authorized, as of the date indicated.

CITY OF MONROE

COMEA UNIT I, AFT MICHIGAN
LOCAL UNION NO. 6091, AFL-CIO

Robert E. Clark, Mayor

Paula J. Smith, President

George A. Brown, City Manager

Toby L. Worrell, Vice-President

Charles D. Evans, Clerk/Treasurer

Sheridan M. Hudson, Secretary

Peggy A. Howard, Human Resources
Director

Shana Hayter, Treasurer

Dated: _____



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: COMMAND OFFICERS

DISCUSSION: The City of Monroe and the Command Officers Association of Michigan (representing the Lieutenants and Sergeants) have reached a tentative agreement as follows:

In an effort to mitigate the significant expenditure reductions in the 2010/11 fiscal year budget, the Command Officers, with the concurrence of the Patrol Officers, have agreed to eliminate one Lieutenant's position and reduce one Sergeant to Corporal status effective July 1, 2010.

Further, effective in August 2010, the Sergeants (excluding the bureau sergeant) shall be assigned a 12 hour work shift.

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

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: July 6, 2010

REASON FOR DEADLINE: 2010/2011 Fiscal Year Budget Reductions

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: Peggy A. Howard, Human Resources Director

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Command Officers

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	(\$14,600)
	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> Amount	Account	Number
			\$ N/A
	<u>Other Funds</u>		\$ N/A
			\$ N/A
			\$ N/A
			\$ N/A

Budget Approval: _____

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

DATE: 6/25/10

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: 7/06/10

June 25, 2010

LETTER OF UNDERSTANDING

The City of Monroe (hereinafter referred to as the "Employer") and the Command Officers Association of Michigan (hereinafter referred to as the "Association") hereby agree to amend Articles, 3, 13, 19 and 21 as provided below for the period July 1, 2010 - June 30, 2011:

At any time within one (1) year of this Letter of Understanding ("LOA") taking effect, either the Employer or the Association may notify the other that it desires to terminate this LOA. In such case, thirty (30) days after the other parties' receipt of such notice this LOA shall be of no further force or effect, and all revisions to the Agreement as contained in this LOA shall be nullified. Also, the Employer and the Association shall meet and review this LOA approximately six (6) months after its effective date. Moreover, this LOA shall automatically expire one (1) year from its effective date unless the Employer and the Association take affirmative action to extend the terms of this LOA. In the event of such expiration, this LOA shall be of no further force or effect, and all revisions to the Agreement as contained in this LOA shall be nullified.

ARTICLE 3 RECOGNITION

Section 1. Description of Bargaining Unit. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all regular full-time sworn police Lieutenants and Sergeants of the City of Monroe Police Department; excluding all police officers and corporals, Deputy Chief of Police, Chief of Police, clerical and other non-police supervisory personnel, and all other employees of the Employer.

Although the terms and conditions of this Agreement apply exclusively to regular full-time employees, the Association reserves the right to petition the Employer to bargain concerning the wages, hours, terms and conditions of employment of regular part-time sworn Police Lieutenants and/or Police Sergeants in the City of Monroe Police Department should the Employer elect to employ such persons during the term hereof.

Section 2. Definitions.

(a) Employee, Officer or Command Officer. The terms "employee," "officer," or "command officer" when used hereinafter shall include all employees represented by the Association in the bargaining unit as above described.

(b) Full-Time Employee. A full-time employee is an employee whose employment is for a period of indefinite duration and who is regularly scheduled to work eighty (80) or more hours per pay period.

(c) References to Gender. Unless the context indicates otherwise, wherever the male gender is used it shall be construed to include both male and female employees.

ARTICLE 13
HOURS OF WORK AND OVERTIME

Section 1. General. Subject to the provisions hereinafter provided, the Employer shall have the sole and exclusive right to establish the hours of work and to assign personnel as required and necessary to fulfill the duties and obligations of the Employer. Nothing contained in this Article shall limit the Chief of Police, or his/her designee, from making such orders as are necessary to ensure adequate shift strength.

Section 2. Normal Work Schedule for Lieutenant's and Bureau Sergeants. The normal work schedule for Lieutenants and Bureau Sergeants shall consist of five (5) eight (8) hour days, inclusive of a paid meal period. Employees shall be on-call at all times during meal periods.

Section 3. Normal Bi-weekly Work Schedule for Uniformed Sergeants. The normal work schedule for Uniformed Sergeants shall consist of six (6) twelve (12) hour work days and one (1) eight (8) hour work day in each bi-weekly pay period. Employees shall be on call at all times during meal periods.

The normal shift hours for Uniformed Sergeants shall be:

Day Shift:	6:00 a.m. - 6:00 p.m.
Night Shift:	6:00 p.m. - 6:00 a.m.

Section 4. Shift Assignments. Every shift shall be headed by a Uniform Command Officer (rank of Sergeant or above). The assignment of the Command Officer shall be the responsibility of the Chief of Police (or his/her designee). The number of employees assigned to each shift shall be determined by the Chief of Police, which determination shall not be arbitrary or capricious.

The Chief of Police (or his/her designee) shall publish a schedule of regular shifts (including assigned work days and days off) four (4) weeks in advance of shift selections. Shift change periods shall be in January, May, and September of each year.

Employees may select shifts on the basis of seniority within classification and rank, most senior first. Shift selections shall be submitted to the Chief of Police (or his/her designee) not more than four (4) weeks nor less than two (2) weeks prior to the shift change periods.

Section 5. Exchanges of Days Off and Shift Assignments. Employees will be permitted to exchange days off and shift assignments with timely notice and prior approval of the Chief of Police, or his/her designee. Such exchanges shall in no event interfere or conflict with normal operations of the Department and must be between employees with similar positions and assignments. The current work week and schedule shall also be continued. Overtime or

premium pay shall not be created by exchanges of days off and shifts. In the event an employee fails to appear for a trade for any reason (including sickness or injury) he shall not be allowed to engage in any other trades for a period of six months. Exceptions may be made at the discretion of the Chief of Police.

Section 6. Overtime.

A. General. The necessity of overtime shall be determined by the Chief of Police (or his/her designee). Overtime shall be available to direct areas of replacement; i.e., Command for Command, Patrol Officers for Patrol Officers.

B. Overtime Pay. Overtime shall be paid at the rate of time and one-half (1 ½) the employee's regular hourly rate of pay for all time worked (including time spent attending mandatory or Employer-authorized training and related travel time) in excess of eighty (80) hours per fourteen (14) day pay period, with the exception of overtime caused by regular scheduled double backs due to shift changes. For purposes of this provision, hours for which a person is off work due to paid sick, paid vacation, paid funeral time, paid personal leave and paid holidays shall count as hours worked.

Overtime time shall be rounded to the nearest one-quarter (1/4) hour. Overtime shall not be pyramided.

Overtime assignments will normally be voluntary. Off-duty Command Officers shall be given preference when the overtime to be worked is five (5) hours or more.

If the necessary staffing is not secured through the solicitation of volunteers, employees shall be assigned the overtime in reverse order of seniority and rank, i.e., least senior Sergeant, upward.

C. Overtime Equalization. Overtime will be assigned as equitably as possible based on the overtime accumulation of the Command Officers within the Road Patrol and the Support Services Divisions of the Department. For purposes of this provision only, the Support Services Division shall include the Support Services Lieutenant, the Detective Sergeant, the OMNI Detective Sergeant, and the Community Services Sergeant.

In equalizing overtime, the following practices will be observed:

Overtime in the Road Patrol Division. If the need for overtime is in the Road Patrol Division, the overtime will first be offered to the Road Patrol Command Officers who are off-duty, beginning with that Command Officer then having the lowest number of total overtime hours worked, regardless of rank.

If there is an insufficient number of Road Patrol Command Officers who volunteer for the available overtime, the overtime shall be offered to the Road Patrol Command Officers on the adjoining shifts who agree to split the shifts, beginning with that Command Officers then having the lowest number of total overtime hours worked, regardless of rank.

If there are an insufficient number of volunteers from the adjoining shifts, the available overtime will then be offered to those off-duty Support Services Command Officers, beginning with that Command Officer then having the lowest number of total overtime hours worked, regardless of rank.

If there are an insufficient number of volunteers from the Road Patrol Division or the Support Services Command Division, the Road Patrol Officers on the shift immediately preceding the shift on which the overtime is needed shall be ordered to work the necessary overtime, beginning with that Sergeant then having the lowest seniority.

Overtime in the Support Services Division. If the need for overtime is in the Support Services Division, the overtime will be assigned to those individuals regularly holding such positions. If additional personnel are needed in Support Services, such assignments shall be made at the discretion of the Chief (or his/her designee).

The Employer shall keep overtime records showing overtime worked and overtime refused. The sum of the overtime worked and overtime refused shall be used in determining the employee with the least hours. The employee registered with the least number of overtime hours will be called first, and so on down the list in an attempt to equalize the overtime hours. For purposes of equalization, overtime paid for court time, holidays and training shall not be counted as overtime hours worked.

To be charged for overtime hours not worked, employees shall be contacted for such overtime work by the Chief of Police (or his/her designee) at the telephone number provided by the employee to the Employer for this purpose. The overtime contact list of the Department shall be the final determination as to whether contact was or was not made, and whether the overtime was accepted or not accepted. Employees accepting overtime must accept all hours offered. Answering machines will be considered a "No Answer" contact.

Any employee who is excused from work due to illness or injury or other paid leave time shall not be eligible to be called for overtime work until that employee returns to work following such absence for a full work shift. Employees who desire to be contacted while on vacation shall make such request by written notification to the Chief of Police (or his/her designee).

A new member of the bargaining unit shall be assigned an overtime accumulation equal to the average overtime of all employees in the division to which they are promoted.

Section 7. Shift Premium. Employees who work a shift commencing between the hours of 12:00 noon to 4:59 a.m. shall receive a shift premium of \$0.65 per hour in addition to their regularly hourly rate of pay. Eligibility for shift premium shall be determined by the start time of the employee's shift.

An employee working the day shift (no shift premium) held over to the night shift shall receive no premium pay. An employee working the night shift (shift premium) held over to the

day shift would continue to receive the night premium rate even though additional hours overlap the day shift. An employee assigned to the day shift (no shift premium), who starts work during the night shift hours (shift premium) will receive the night shift premium for the overtime hours worked preceding his/her regular day shift assignment.

An employee working outside of his/her normal assigned schedule will be paid the shift premium, if any, appropriate to the start time of the scheduled overtime assignment. Overtime compensation includes 1-1/2 times the hourly shift premium for each overtime hour worked.

Shift premium is paid only for hours worked as described herein. Shift premium does not apply to training time on a shift commencing between the hours of 5:00 a.m. to 11:59 a.m., court time, vacation time, personal time, holiday pay (day off), bereavement leave or any lump sum payments, excluding retroactivity awards.

Section 8. Report-time Pay. Two (2) hours report-time pay shall be paid to any employee who is requested or ordered to work overtime if such overtime request or direction is within twenty-four (24) hours of the commencement of said overtime. Report-time pay is not applicable when requests or assignments to work are made to employees more than twenty-four (24) hours in advance (including employees not otherwise scheduled to work on that day) or when an employee who is working has his/her shift extended in order to provide coverage or assistance for any reason. It shall also not apply to assignments covered under Section 8, Court Time.

The Chief of Police (or his/her designee) shall have the option to extend the hours of employees who are already regularly assigned for periods of up to five (5) hours. Otherwise coverage or assistance shall come first from employees on their scheduled days off and then from employees otherwise scheduled to work on the days when coverage is required.

Section 9. Court Time. Any employee required to attend court on any matter resulting from his/her performance of duty as a Police Officer in the City of Monroe shall not suffer any loss of pay as a result thereof. The Employer shall also reimburse reasonable expenses such as meals and lodging when an employee is required to travel out of the City of Monroe. The employee shall provide appropriate receipts, an itemized expense statement, and shall turn over to the Employer all subpoena fees, expenses and cost reimbursements received from any source other than the Employer.

Except as hereinafter provided, an employee who is called to court or required to appear for a deposition at a time other than his/her normal scheduled duty hours on any matter resulting from his/her performance of duty as a Police Officer in the City of Monroe shall be compensated at the rate of time and one-half (1-1/2) his/her normal base rate of pay for the time worked, or three (3) hours per morning and afternoon session, whichever is greater. Time taken for lunch will not be paid unless the employee is required to perform duties during a time period set for lunch, in which event time taken for such court related duties shall be documented and paid as time worked.

If an employee is scheduled for court time either immediately before his/her shift starts or immediately at the termination of his/her shift, there shall be no minimum time required and such employee shall be compensated at the rate of time and one-half (1/2) his/her hourly rate for overtime hours beyond his/her normal scheduled duty hours.

Section 10. Breaks.

Depending on workload and subject to the understanding that they shall be on-call at all times during break periods or time taken off in lieu thereof, employees shall be provided the following breaks:

(a) Sergeants who work the twelve (12) hour shift may be permitted to take up to two (2) thirty-minute meal breaks.

(b) Except as provided in paragraphs (c) and (d) below, employees who work the eight (8) hour shift may be permitted to take up to a forty-five (45) minute meal break. Such breaks may be taken at the employee's personal residence, if such residence is in the City of Monroe.

(c) Employees on the day shift may be permitted to take up to a one (1) hour meal period on Sundays. If another Command Officer is available to take charge of the shift on a non-overtime basis, employees may be permitted to waive all or part of their meal period and use such time to adjust the beginning and/or end of their shift.

(d) Employees on the day shift may be permitted to take up to a one (1) hour break period on New Year's Day, Memorial Day, Independence Day and Labor Day, and up to a two (2) hour paid break period on Thanksgiving Day and Christmas Day.

ARTICLE 19
LEAVES OF ABSENCE

Section 1. Sick Leave. Regular full-time employees shall earn eight (8) hours of paid sick leave per month, commencing with the employee's first full work day. Unpaid time lost by an employee shall not be considered in computing earned credits for sick leave. Except as otherwise provided in this Agreement, all paid leave days, except sick leave days, shall be considered as days worked for accumulation of sick leave credits. In order to be eligible for sick leave credit, an employee must be on the payroll for at least one-half of his regularly assigned work days during the month for which it is earned. Each eligible employee will be allowed to accrue his/her unused sick time up to a maximum of eight hundred (800) hours. Any time in excess of this amount shall be forfeited.

Additionally, employees shall be paid an amount equal to one-half of the unused portion of sick leave earned in each calendar year. Except as hereinafter provided, such payment shall be made for the preceding calendar year in January of each year, using each eligible employee's rate of pay as of December 31st of the preceding calendar year.

Sick leave may be used in case of actual illness or disability, with the exception of absences due to the use of narcotics or intoxicants (unless medically prescribed), misconduct or any illness or injury incurred while gainfully self-employed or employed by another Employer. Sick leave may be used in one-half hour increments or more. However, the total hours used in a day shall not exceed the number of regularly scheduled hours the employee would otherwise have worked had he/she not been on sick leave. Sick leave shall not be charged for absences due to on-the-job injuries covered by worker's compensation.

Any employee who becomes ill and is unable to report to work must, unless circumstances beyond the control of the employee prevents such reporting, notify the supervisor on duty no later than one (1) hour before the starting time of his/her particular shift on the first day of his/her absence and daily thereafter if not hospitalized or sick leave pay will not be allowed.

A certificate from a doctor or physician may be required as evidence of illness or disability, and ability to return to work, if the employee's period of absence exceeds three (3) working days. Notwithstanding the duration of an employee's period of absence, the Employer shall further have the option, at its own expense, to seek an independent medical examination of the employee certifying the employee's illness or injury and/or the employee's fitness for duty. Abuse of sick leave or falsification of illness or disability will result in disciplinary action up to and including discharge.

If the employee so elects, after all accrued sick leave is used, vacation and personal leave may be used as sick leave benefits. When an employee receives his/her last check for sickness or disability, he/she will be placed on leave without pay for a period not to exceed two (2) years or the total amount of his/her seniority, whichever is less. If, at the end of that time, the employee is still unable to return to work his/her employment shall be terminated.

An employee who has exhausted his/her accrued sick leave benefits but is unable to return to work due to a continuing illness or injury will be eligible for up to twenty-six (26) weeks indemnity pay. Indemnity pay will be payable biweekly in accordance with the Employer's normal biweekly pay cycle and calculated at forty-percent (40%) of the employee's biweekly base salary. In order to be eligible for this benefit, the individual must be a regular full-time employee with one (1) year of service.

Section 2. Duty Disability Leave. A "duty disability leave" shall mean a leave required as a result of the employee incurring an illness or injury while in the employ of the Employer that is compensable under the Michigan Workers' Disability Compensation Act ("MWDCA").

In order to be eligible for duty disability leave, an employee shall immediately report any illness or injury to his/her immediate supervisor and take such first-aid treatment as may be recommended, or waive such first-aid in writing.

Employees on duty disability leave shall continue to earn sick leave hours on the same basis as active duty employees for a period not to exceed one (1) year from the date of illness or injury.

All full-time employees who are unable to work as a result of an illness or injury sustained in the course of employment with the Employer shall continue to receive their regular pay (exclusive of shift differential or work premium) for the working days falling within the first seven (7) calendar days of disability. An employee's sick leave will not be charged for this time. (Note: After fourteen (14) days continuous absence, the MWDCA will reimburse the employee at the standard workers' compensation rate for the first week's absence previously paid by the Employer. Upon receipt of such payment, the employee shall immediately reimburse the Employer.)

After seven (7) calendar days, payment of the employee shall be governed by the regulations of the MWDCA; provided, however, for the first twelve (12) months of duty disability leave, the Employer shall also pay the employee bi-weekly the difference between the payment received under the MWDCA and his/her normal bi-weekly pay (exclusive of shift premium and other work premiums). Thereafter, if the employee has sufficient accrued sick leave, he/she will be paid bi-weekly the difference between the payment received under the MWDCA and his/her normal bi-weekly pay (exclusive of shift differential and other work premiums), until the employee's accrued sick leave is exhausted.

An employee who is continuing to work and being treated for a duty disability injury may be treated for such injury during regular working hours and will be compensated at his/her regular rate of pay. He/she shall report promptly to work once the appointment is completed.

If the Employer offers "favored work" to an individual on duty disability within the Police Department, which the employee is capable of performing, the employee shall report as directed or forfeit all supplemental compensation and sick leave benefits provided by the Employer under this Section and such other benefits as may be terminated in accordance with the provisions of the MWDCA.

Section 3. Emergency Leave. An employee whose spouse, child, parent, grandchild, grandparent, sibling or parent-in-law is admitted to a hospital with a condition classified as "critical" or "serious," may be granted a leave of absence with pay for a period not to exceed twenty-four (24) hours upon the approval of the Chief of Police or his/her designee. The Chief of Police, or his/her designee, may also approve a paid leave of absence for a period not to exceed one (1) work day upon an admission to a hospital of a sibling of the employee's spouse under the circumstances above-described.

Section 4. Family and Medical Leave. The Employer agrees that it shall maintain a policy providing for employee family and medical leaves under the federal Family and Medical Leave Act (FMLA). Employees shall be governed by the provisions of that policy; however, to the extent the Employer's policy provides less benefits than those provided by the FMLA, the provisions of the FMLA shall control. Further, employees may elect to utilize any accrued unused sick leave, vacation, and personal leave benefits while on an FMLA leave.

Section 5. Personal Leave. After one (1) year of service, employees will be credited with forty (40) personal leave hours per contract year (i.e., July 1 through June 30). Requests to use personal leave time must be made in writing to the Chief of Police, or his/her designee, at least seventy-two (72) hours in advance of the desired leave time. (Exceptions to the foregoing

requirement may be made in cases of bonafide emergencies.) If an employee does not use all of his/her personal leave during the contract year then that time not used shall be placed in the employee's vacation carry over bank so long as he/she does not exceed the maximum allotted vacation carry over. Any unused hours in excess of the allotted carry over shall be forfeited. Personal leave time that is added to the employee's vacation bank shall thereafter become vacation time and lose its identity as personal leave time.

Section 6. Bereavement Leave. An employee may be granted a bereavement leave of absence, with pay, for a death in the family as described below, provided that the employee notifies the Chief of Police, or his/her designee, prior to the date of the funeral.

The maximum duration of such bereavement leave shall be five (5) days for those employees who work an eight (8) hour shift and four (4) days for those employees who work a twelve (12) hour shift for the death of the employee's spouse, child, step-child, brother, sister, parent or parent-in-law; twenty-four (24) hours for the death of the employee's grandparent and grandchild; and one (1) day for the death of the spouse's grandparent, brother and sister.

Should a death in his/her immediate family occur while an employee is on a scheduled vacation leave, the employee shall be eligible to receive these benefits in lieu of his/her vacation benefits, provided he/she notifies the Employer prior to the date of the funeral.

Section 7. Other Leaves. In addition to those leaves of absence provided above, an employee may request an unpaid leave of absence for a maximum period of thirty (30) days. Such leave may be extended for successive periods of up to thirty (30) days, not to exceed a maximum of ninety (90) consecutive days. Requests for leave shall be submitted to the Chief of Police, with a copy to the Human Resources Director. All leave requests, including extensions, require advance written approval of the Chief of Police or his/her designee.

Employees on an approved leave shall not be engaged in work. Failure to comply with this provision shall result in the employee's termination and the loss of all seniority rights.

Any leave of absence taken under this Section shall not be considered time worked for purposes of earning vacation, sick leave, holiday pay or longevity.

Section 8. Jury Duty. An employee who is summoned for jury duty will be paid the straight-time hourly wage he/she would otherwise have earned, exclusive of premium, while serving on jury duty. Jury duty fees received by the employee shall be turned over to the Employer (excluding mileage).

ARTICLE 21 RETIREMENT AND RETIREE HEALTH CARE

Section 1. Retirement Plan.

(a) Employees Hired On or Before June 30, 2008.¹

(1) General. Subject to the terms and conditions hereinafter provided, the Employer agrees to maintain the City of Monroe Employees' Defined Benefit Retirement Plan now in effect for all employees covered by this Agreement who were hired on or before June 30, 2008, and are present participants in the Plan.

Employees in the Defined Benefit Plan shall contribute five and one-half percent (5.5%) of their total earnings to the Plan. No employee contributions will be required after 30.2 years of service.

An employee participating in this Plan will be eligible for normal retirement upon attaining age 50 or older with 25 or more years of credited service, age 55 or older with 10 or more years of credited service, or age 60 or older with 5 years of credited service.

The monthly benefit formula for employees in this Plan who elect to retire shall be 2.65% of the employee's final average compensation multiplied by his/her years of credited service up to a maximum of 30.2 years of credited service, and capped at 80% of final average compensation. Final average compensation shall be the average of the highest three (3) years of the employee's compensation during the last 10 years of his/her employment. Final average compensation shall be frozen after 30.2 years of service. Final average compensation shall include base salary, shift differential, longevity pay, gun proficiency allowance, holiday pay, overtime pay, uniform cleaning allowance, and the value of up to 48 unused sick hours per year paid to the retiring employee in his/her last 3 years of employment. (For example: An employee earns 96 sick hours per year. The Employer pays 1/2 of the unused sick days each year. Thus, an employee who uses none of the 96 hours will be paid for 48 hours each year and have such amount (a total of 144 hours) included in the calculation of his/her final average compensation for the last 3 years of his/her employment. If the employee who retires instead uses 16, 32 and 48 sick hours, respectively, in the last 3 years of his/her employment he/she will be paid for 40, 32, 24 hours for those years (1/2 of the remaining 80, 64 and 48 hours) and have that amount (i.e. a total of 96 hours) included in the calculation of his/her final average compensation for the last 3 years of his/her employment.) Except as above provided, final average compensation shall not include any unused vacation, sick leave, retirement bonus lump sum payments, and any other payments not expressly referenced above as being included in final average compensation.

(2) Cost of Living Adjustments. An employee participating in this Plan who was hired on or before September 14, 2004, shall also receive an annual three percent (3%) cost-of-living adjustment, commencing on the completion of one year of retirement during which he/she has been receiving monthly benefits. The post-retirement escalator will also be fixed at 3% for employees hired after September 14, 2004, provided that if the firefighter Agreement is changed in the future for new hires to be provided 3% or changes in the C.P.I., whichever is lower, this Agreement will be automatically changed to reflect the same agreement. Cost-of-living adjustments shall not be compounded.

¹ For purposes of this Article, all references to an employee's date of hire shall refer to his/her last date of hire and placement in a sworn certified police officer position in the Employer's Police Department, regardless of rank or bargaining unit.

(3) Annuity Withdrawals. Employees hired prior to January 1, 1993, are eligible at the time of their retirement, to elect annuity withdrawal. Employees who elect annuity withdrawal are not eligible for health care coverage for their dependent children upon retirement. Employees hired on or after January 1, 1993, are not eligible to elect annuity withdrawal.

Employees hired prior to January 1, 1993 who are retiring pursuant to Sections 11, 12, or 13 of Ordinance No. 81-010 may elect to receive a refund of all or part of their accumulated contributions. Except as provided in the next sentence, these contributions shall be paid to the member at the later of:

1. The effective date of retirement.
2. The effective date of benefit commencement.
3. Satisfaction of the age and service conditions for voluntary retirement as specified in Section 11B of the Ordinance.

In the event more than three (3) members exercise this option during a calendar quarter, payments of such contributions may be made in installments according to such rules and regulations as the Retirement Board may from time to time adopt.

The straight life allowance of a member who withdraws contributions under the provisions of this Agreement shall be reduced. The reduction shall be calculated using the same interest and mortality assumptions as the Retirement Board shall adopt for use in the calculation of option factors. The interest and mortality assumptions shall be those in effect on December 31 preceding the effective date of retirement. The retirement allowance shall be further reduced if one of the optional forms of payment is elected.

This provision applies only to contributions made on account of employment with the Employer. Contributions, if any, applied to the purchase of military service or to service under another retirement system may not be withdrawn under this provision.

(b) Employees Hired On or After July 1, 2008

(1) General. Subject to the terms and conditions hereinafter provided, employees hired on or after July 1, 2008, shall also participate in the City of Monroe Employees' Defined Benefit Retirement Plan now in effect. Such employees shall contribute five and one-half percent (5.5%) of their total earnings to the Plan. No employee contributions will be required after 32 years of service.

An employee participating in this Plan will be eligible for normal retirement upon attaining age 50 or older with 25 or more years of credited service, age 55 or older with 10 or more years of credited service, or age 60 or older with 5 years of credited service.

The monthly benefit formula for employees hired on or after July 1, 2008, who retire under this Plan shall be 2.5% of the employee's final average compensation multiplied by his/her years of credited service up to a maximum of 32 years of credited service, and capped at 80% of final average compensation. Final average compensation shall be the average of the highest three (3) years of the employee's compensation during the last 10 years of his/her employment.

Final average compensation shall be frozen after 32 years of service. Final average compensation shall include base salary, shift differential, gun proficiency allowance, holiday pay, overtime pay and uniform cleaning allowance. Except as above provided, final average compensation shall not include any unused sick leave, vacation lump sum payments and any other payments not expressly referenced above as being included in final average compensation.

(2) Cost of Living Adjustments. An employee participating in this Plan who was hired on or after July 1, 2008, shall also receive an annual two percent (2%) cost-of-living adjustment, commencing on the completion of one year of retirement during which he/she has been receiving monthly benefits. The post-retirement escalator will also be fixed at 2% for employees hired on or after July 1, 2008. Cost-of-living adjustments shall not be compounded.

In witness thereof, the parties hereto have caused this Agreement to be signed by their duly authorized representatives this _____ day of June, 2010.

CITY OF MONROE

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN

Robert E. Clark, Mayor

Charles M. Abel, President

George A. Brown, City Manager

Clyde Breeding, Vice President

Thomas C. Moore, Acting Chief of Police

Christopher L. Miller, Secretary/Treasurer

Peggy A. Howard, Director of Human
Resources

Thomas J. Mohrbach, Member

Charles D. Evans, Clerk/Treasurer

Scott B. Atkinson, Business Representative

**LETTER OF UNDERSTANDING
RE: REDUCTIONS**

The City of Monroe (hereinafter referred to as the "Employer"), the Police Officers Association and the Command Officers Association of Michigan (hereinafter referred to as the "Association") hereby agree as follows:

The Employer will eliminate one Lieutenant's position effective July 1, 2010. In accordance with the provisions of the collective bargaining agreement, Lieutenant Clyde Breeding will be reduced in rank and assigned a Sergeant's position and Sergeant Richard Ohanesian will be reduced in rank and assigned a Corporal's position. These personnel actions shall also become effective July 1, 2010.

In witness thereof, the parties hereto have caused this Agreement to be signed by their duly authorized representatives this _____ day of June, 2010.

CITY OF MONROE

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN

Robert E. Clark, Mayor

Charles M. Abel, President

George A. Brown, City Manager

Clyde Breeding, Vice President

Thomas C. Moore, Acting Chief of Police

Christopher L. Miller, Secretary/Treasurer

Peggy A. Howard, Director of Human
Resources

Thomas J. Mohrbach, Member

Charles D. Evans, Clerk/Treasurer

Scott B. Atkinson, Business Representative

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

Bryan P. Gee, President

Daryl B. Tamsen, Vice President

Tyler R. Dickerson, Secretary/Treasurer

John M. Schiappacasse, Member

Scott B. Atkinson, Business Representative



CITY COUNCIL AGENDA FACT SHEET

RELATING TO: Budget Amendment for Fiscal Year Ending June 30, 2011

DISCUSSION: The Mayor and City Council adopted the 2011 fiscal year budget on April 19, 2010. The budget as adopted was in balance with revenues equaling expenditures. The budget included a reduction of 20.5 full-time positions, from 182 to 162.5. The total General Fund budget was adopted in the amount \$16,736,043. When the other City funds are added, the total adopted budget amounted to \$47,307,264. It was noted at the time that the budget could be amended as needed if budget assumptions changed.

Since the day the budget was adopted, concessions have been received from all but two (2) of the six (6) employee unions that the City has a relationship with. In addition, the City of Monroe Pension Board of Trustees took action at its May 2010 meeting to change the assumptions used by the actuary to calculate the City's contribution to the Pension Fund. With these changes, a budget amendment needs to be made to reinstate some of the employment positions that were planned for elimination. The budget amendment also helps to reestablish City services at a higher level than would have been possible without the changes.

The attachments to this document include the following:

1. A proposed amendment that shows the budget as it was adopted with the original budget ordinance compared to the amendment that is being recommended.
2. A list of changes made with this amendment.
3. A document that compares the changes made to the budget to bring it into balance with the original adoption with the changes that now are in place to bring it into balance if this amendment is adopted.

The amendment proposed primarily makes changes to the General Fund budget, but because the concessions and reduced pension contributions affect other City funds, amendments are recommended for those funds as well.

It is recommended that the Mayor and City Council approve the budget amendment for fiscal year 2011 as recommended by the Finance Director on the attached document.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: N/A

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: For Against

REASON AGAINST: N/A

INITIATED BY: Edward Sell, Finance Director

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

FINANCES

COST AND REVENUE PROJECTIONS:

Cost of Total Project	\$ 77,340
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: Edward Sell, Finance Director 

DATE: 6/30/2010

REVIEWED BY:

DATE:

COUNCIL MEETING DATE: July 6, 2010

COMPARISON OF ADOPTED BUDGET ORDINANCE TO PROPOSED AMENDMENT

	ADOPTED BUDGET	AMENDED BUDGET	DIFFERENCE
GENERAL GOVERNMENT			
City Council	124,063	123,024	(1,039)
City Manager	268,427	266,277	(2,150)
Assessor	313,905	354,376	40,471
Attorney	134,991	134,991	-
Clerk-Treasurer	370,988	464,823	93,835
Finance	368,922	403,922	35,000
Administrative Services Pool	92,195	-	(92,195)
Human Resources	300,122	335,794	35,672
Engineering	232,018	267,993	35,975
City Hall Grounds	272,531	287,382	14,851
TOTAL GENERAL GOVERNMENT	2,478,162	2,638,582	160,420
PUBLIC SAFETY			
Police Department	5,199,775	5,113,630	(86,145)
Fire Department	3,257,266	3,182,897	(74,369)
Zoning/Ordinance Enforcement	149,118	128,640	(20,478)
TOTAL PUBLIC SAFETY	8,606,159	8,425,167	(180,992)
PUBLIC WORKS	1,875,749	1,913,815	38,066
COMMUNITY DEVELOPMENT	241,085	215,351	(25,734)
CULTURAL-RECREATION			
Library	70,000	57,500	(12,500)
Social Services	120,000	140,000	20,000
Public Access TV	133,500	133,500	-
Parks and Recreation	1,555,802	1,599,039	43,237
TOTAL CULTURAL-RECREATION	1,879,302	1,930,039	50,737
CONTINGENCIES	208,088	315,228	107,140
DEBT SERVICE	170,745	170,745	-
TRANSFERS OUT	1,276,753	1,276,753	-
TOTAL EXPENDITURES	16,736,043	16,885,680	149,637

COMPARISON OF ADOPTED BUDGET ORDINANCE TO PROPOSED AMENDMENT

	ADOPTED BUDGET	AMENDED BUDGET	DIFFERENCE
GENERAL FUND			
General Revenue	14,572,638	14,572,638	-
Service Revenue	2,153,405	2,153,405	-
Operating Grants	10,000	159,637	149,637
TOTAL REVENUES	16,736,043	16,885,680	149,637
SUMMARY OF EXPENDITURES BY FUND			
Major Street Fund	1,420,950	1,420,950	-
Local Street Fund	1,072,682	1,072,682	-
Refuse Fund	1,329,500	1,329,500	-
Parking Fund	247,358	245,391	(1,967)
Economic Development Fund	10,000	10,000	-
Building Safety Fund	405,743	383,921	(21,822)
Budget Stabilization Fund	-	-	-
Drug Forfeiture Fund	14,145	14,145	-
Grant Fund	547,500	547,500	-
Airport Fund	317,684	317,684	-
Debt Service	427,407	427,407	-
Capital Project Fund	811,860	811,860	-
Wastewater Department	7,032,455	7,013,290	(19,165)
Water Department	8,016,138	7,990,453	(25,685)
Raw Water Partnership Fund	379,976	379,976	-
Information Systems	334,687	334,507	(180)
Stores & Equipment Fund	879,327	876,540	(2,787)
Employment Benefit Fund	2,212,277	2,212,277	-
Post-Retirement Health Care Fund	2,895,150	2,895,150	-
Insurance Fund	425,500	425,500	-
Cemetery Fund	43,000	43,000	-
Downtown Development Authority	529,310	528,619	(691)
Brownfield Redevelopment Authority	690,472	690,472	-
Port of Monroe	528,100	528,100	-
TOTAL	30,571,221	30,498,924	(72,297)

CHANGES INCLUDED IN PROPOSED GENERAL FUND BUDGET AMENDMENT

1. Eliminate COMEA1 2% Wage Increase
2. Delay COMEA2 2% Wage Increase to January 1, 2011
3. Implement Patrol Union Compensation Concessions
4. Implement twelve hour shifts for Police Department, including Command demotions and overtime budget reduction
5. Reduce Pension Contribution for Pension Board Assumption Changes
6. Add the following positions back to the budget:
 - a. Treasurer Cashier
 - b. Clerk Secretary from half time to full time
 - c. Recreation Secretary from half time to full time
 - d. DPS Secretary
 - e. Police Clerk
 - f. Two Patrol Officers
 - g. DPS Maintenance Worker
7. Eliminate Administrative Services Pool and put Assessor and Finance positions budgeted in the pool back to their primary department budget.
8. Adjust HR Personnel Assistant position to move to part-time on 8/1/2010 instead of 7/1/2010. Budget for termination and severance payments
9. Add back COPS Grant and the funds set aside to fund the grant funded positions in the 4th year after the grant expires.
10. Budget personnel cost contingency in Fire Budget
11. Put shared Engineering Clerical position back fully in Engineering budget and remove from DPS, Planning, and Zoning budgets.
12. Move funds budgeted for Library appropriation to City Hall/Grounds budget for maintenance responsibility under new Library contract.
13. Reallocate Economic and Community Development Director costs, including removing 12.5% budgeted in Building Safety Fund
14. Increase ALCC appropriation from \$120,000 to \$140,000. Currently, \$150,000.
15. Increased contingency budget by \$54,440.

ADOPTED BUDGET	
CHANGES MADE TO INITIAL REQUESTED GENERAL FUND BUDGET FOR BALANCING REVENUES WITH EXPENDITURES	
REVISION MADE	\$ EFFECT
Mayor/Council - Training & Travel Reduction	1,500
Mayor/Council - Community Promotion Reduction	2,500
Subtotal - Mayor/Council	4,000
Eliminate 2% Non-Union Wage Increase	3,139
Subtotal - City Manager	3,139
Eliminate Part-time Cost	1,620
Eliminate Cashier - to come from admin. pool	48,558
Implement Lockbox Services	(11,000)
Change Clerk Department Secretary Only Half-Time to Clerk	32,965
Adjust Clerk/Treasurer Operating Line Items	500
Subtotal - Clerk/Treasurer	72,643
Move .5 Appraiser to Admin. Pool	
Eliminate 2% Non-Union Wage Increase	
Subtotal - Assessing	41,305
Move .5 Accountant II to Admin. Pool	
Eliminate 2% Non-Union Wage Increase	
Subtotal - Finance	37,483
Admin. Pool - Positions Allocated from Assessing and Finance	(75,220)
Reduce Labor legal fees for contract	15,000
Adjust HR Operating Line Items	6,807
Eliminate Tuition Reimbursement	20,000
Reduce HR Awards & Gifts for certificates and pins only	4,400
Add Wage & Classification Study to HR budget	(30,000)
Add COBRA Administration Contract	(3,000)
Eliminate 2% Non-Union Wage Increase	
Change Personnel Assistant to 20 hrs per week - 7/1/10	-
Subtotal - Human Resources	43,573

PROPOSED AMENDMENT	
CHANGES MADE TO INITIAL REQUESTED GENERAL FUND BUDGET FOR BALANCING REVENUES WITH EXPENDITURES WITH PROPOSED AMENDMENT	
REVISION MADE	\$ EFFECT
Mayor/Council - Training & Travel Reduction	1,500
Mayor/Council - Community Promotion Reduction	2,500
Subtotal - Mayor/Council	4,000
Eliminate 2% Non-Union Wage Increase	3,139
Subtotal - City Manager	3,139
Eliminate Part-time Cost	-
Eliminate COMEAI 2% Wage Increase	
Subtotal - Personnel Changes	5,366
Implement Lockbox Services	(11,000)
Adjust Clerk/Treasurer Operating Line Items	500
Subtotal - Clerk/Treasurer	(5,134)
Eliminate COMEAI 2% Wage Increase	
Eliminate 2% Non-Union Wage Increase	
Subtotal - Assessing	4,300
Eliminate COMEAI 2% Wage Increase	
Eliminate 2% Non-Union Wage Increase	
Subtotal - Finance	4,924
Admin. Pool Eliminated	-
Eliminate 2% Non-Union Wage Increase	
Change Personnel Assistant to 20 hrs per week - 8/1/2010	
Add Termination and Severance Payouts - Personnel Assistant	
Subtotal - Personnel Changes	(2,275.00)
Reduce Labor legal fees for contract	15,000.00
Adjust HR Operating Line Items	6,807.00
Eliminate Tuition Reimbursement	20,000.00
Reduce HR Awards & Gifts for certificates and pins only	4,400.00
Add Wage & Classification Study to HR budget	(30,000.00)
Add COBRA Administration Contract	(3,000.00)
Subtotal - Human Resources	10,932.00

REVISION MADE	\$ EFFECT
Allocate Engineering Clerical to share with Building, Planning, & DPS	
Eliminate 2% Non-Union Wage Increase	
Increase Engineering Expenditure Credits	84,500
Move Bridge Inspections to Major Street Fund	12,000
Adjust Engineering Department operating line items	1,180
Subtotal - Engineering	144,192
Police Personnel Change after Chief Retirement	
Eliminate 2% Non-Union Wage Increase	
Eliminate Police Clerical Position	
Eliminate COPS Grant	
Remove COPS Grant 4th year Set Aside	
Eliminate 3 low seniority police officers	
Eliminate Crossing Guards or set up as volunteers	
Assume 1 Retirement-reduce # of layoffs	
Subtotal - Personnel Changes	359,959
Reduce Police Operating Budget Line Items	45,970
Subtotal - Police	405,929
Reduce Fire Staffing - Eliminate Ambulance Service	
Personnel Cost	689,349
Operating Costs	14,760
Eliminate 2% Non-Union Wage Increase	1,805
Ambulance Service Revenue Loss	(410,000)
Ambulance Service Billing Fee	31,920
Remove Retirement Termination Funding for Parity Implementation	23,585
Adjust Fire Operating Line Items	10,300
Subtotal - Fire	361,719
Eliminate 3 DPS Teamster Positions	
Reduce DPS Part-time	
Eliminate DPS Clerical Position	
Allocation of Shared Clerical Position	
Eliminate 2% Non-Union Wage Increase	
Subtotal - Personnel Changes	238,569
Overhead Banner Fee Increase - \$50 to \$150	4,000
Blight Inspection Fee (Actual Cost)	10,000
Eliminate Mosquito Spraying-Keep tablets	13,306
Adjust DPS Operating line items	(46,967)
Subtotal - Public Services	218,908

REVISION MADE	\$ EFFECT
Eliminate COMEAI 2% Wage Increase	
Eliminate 2% Non-Union Wage Increase	
Subtotal - Personnel Changes	7,829
Increase Engineering Expenditure Credits	84,500
Move Bridge Inspections to Major Street Fund	12,000
Adjust Engineering Department operating line items	1,180
Subtotal - Engineering	105,509
Police Personnel Change after Chief Retirement	
Eliminate 2% Non-Union Wage Increase	
Eliminate COMEAI 2% Wage Increase	
Police Union Concessions	
Command Position Demotions	
Reduce Overtime for 12 hour shift change	
Eliminate Crossing Guards or set up as volunteers	
Eliminate two vacant positions	
Subtotal - Personnel Changes	354,187
Reduce Police Operating Budget Line Items	45,970
Subtotal - Police	400,157
Reduce Fire Staffing - Eliminate Ambulance Service	
Personnel Cost	612,028
Operating Costs	14,760
Eliminate 2% Non-Union Wage Increase	1,805
Ambulance Service Revenue Loss	(410,000)
Ambulance Service Billing Fee	31,920
Remove Retirement Termination Funding for Parity Implementation	23,585
Adjust Fire Operating Line Items	10,300
Subtotal - Fire	284,398
Eliminate 2 DPS Teamster Positions	
Reduce DPS Part-time	
Delay COMEA2 2% Wage Increase to January 1	
Eliminate COMEAI 2% Wage Increase	
Eliminate 2% Non-Union Wage Increase	
Subtotal - Personnel Changes	154,347
Overhead Banner Fee Increase - \$50 to \$150	4,000
Blight Inspection Fee (Actual Cost)	10,000
Eliminate Mosquito Spraying-Keep tablets	13,306
Adjust DPS Operating line items	3,733
Subtotal - Public Services	185,386

REVISION MADE	\$ EFFECT
Allocate Engineering Clerical Position to share with Building	
Eliminate Shared Clerical - Zoning	
Reduce Building/Zoning Inspector Position(.5 to .25 Gen. Fund)	
Eliminate 2% Non-Union Wage Increase	
Subtotal - Personnel Costs	30,244
Reduce City Hall Grounds operating line items	6,549
Elimination of Building Safety Fund Subsidy	86,265
Transfer Rental Inspection Revenue to Building Safety Fund	(62,000)
Subtotal - Building	61,058
Eliminate Shared Clerical - Planning	
Allocate Engineering Clerical Position to share with Planning	
Reallocate Economic & Community Development Director - .50 to .75	
Eliminate 2% Non-Union Wage Increase	
Subtotal - Personnel Costs	(14,047)
Adjust Planning Operating line items	4,150
Subtotal - Planning	(9,897)
Reduce Recreation Budget	
1.5 Full-time employees budgeted	
.5 Clerical to be shared with Clerk	
Revenue Loss	(37,900)
Expense Reduction	171,444
Subtotal - Recreation	133,544
Multi-Sports Complex Subsidy Elimination	92,936
Reduce ALCC Appropriation (\$150,000CY to \$120,000)	37,000
Refinance of Water Fund Loan on Hy Property	28,531
Adjust Property Tax Revenue for Updated Taxable Value	89,467
Port Millage Shift for Economic Development	42,924
Contingency Increase for Economic Development and Miscellaneous	(58,088)
Revenue Sharing Estimate Reduction - 5%	(90,000)
Enterprise Fund Admin. Fee Adjustment	262
Retiree Healthcare Shift	26,059
Pension Shift	5,059
TOTAL	\$ 1,616,526

REVISION MADE	\$ EFFECT
Eliminate COMEAI 2% Wage Increase	
Eliminate Shared Clerical - Zoning	
Reduce Building/Zoning Inspector Position(.5 to .25 Gen. Fund)	
2% Non-Union Wage Increase	
Subtotal - Personnel Costs	46,596
Increase/Transfer Costs for New Library Contract	(17,500)
Reduce City Hall Grounds operating line items	6,549
Elimination of Building Safety Fund Subsidy	86,265
Transfer Rental Inspection Revenue to Building Safety Fund	(62,000)
Subtotal - Building	59,910
Eliminate Shared Clerical - Planning	
Eliminate COMEAI 2% Wage Increase	
Reallocate Economic & Community Development Director - .50 to .75	
Eliminate 2% Non-Union Wage Increase	
Subtotal - Personnel Costs	3,411
Adjust Planning Operating line items	4,150
Subtotal - Planning	7,561
Reduce Recreation Budget	
Eliminate COMEAI 2% Wage Increase	
Delay COMEA2 2% Wage Increase to January 1	
Reduce Allocation of Econ. & Comm. Dev. Director from .25 to .125	
Eliminate Part-time employee request	
Reduce Programs Personnel Cost	
Subtotal - Personnel Costs	80,718
Revenue Loss	(37,899)
Expense Reduction	53,917
Subtotal - Recreation	96,736
Multi-Sports Complex Subsidy Elimination	92,936
Reduce ALCC Appropriation (\$150,000CY to \$140,000)	17,000
Transfer Library Appropriation to Building for New Contract	12,500
Refinance of Water Fund Loan on Hy Property	28,531
Adjust Property Tax Revenue for Updated Taxable Value	89,467
Port Millage Shift for Economic Development	42,924
Contingency Increase for Economic Development and Miscellaneous	(112,528)
Revenue Sharing Estimate Reduction - 5%	(90,000)
Enterprise Fund Admin. Fee Adjustment	262
Retiree Healthcare Shift	19,749
Pension Shift	353,867
TOTAL	\$ 1,616,526



CITY COUNCIL AGENDA FACT SHEET

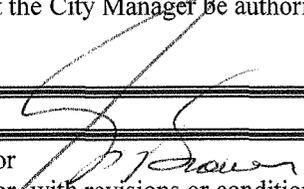
RELATING TO: Release and Settlement Agreement – Charlene Drumm

DISCUSSION: It is requested to enter into a Release and Settlement Agreement with Ms. Charlene Drumm to offer outplacement assistance and continue her as a part-time, temporary employee following her retirement on July 29, 2010. Please refer to the attached Release and Settlement Agreement and, in particular, paragraph 3 & 4. Under these sections, the City will pay Ms. Drumm a lump-sum payment in the amount of \$13,000 and allow her to continue working on a part-time basis through December 31, 2010. In addition, she will continue to receive her current rate of pay of \$21.24 per hour. However, she will not receive additional pension credits or any other standard employee benefits (i.e. vacation, holiday, sick, personal or any other insurance benefits.)

In the 2010-2011 fiscal year budget, the full-time Human Resources Department confidential administrative assistant position has been eliminated, with funding for only a part-time position provided for. Ms. Drumm currently serves in that position and has over 25 years service with the City of Monroe. While she is eligible, she had not planned to retire this year. However, to help the City facilitate a smoother transition, she has offered to move her retirement up to the date noted above. The outplacement assistance payment is provided in consideration of that action and the Release and Settlement Agreement that she has agreed to.

IT IS RECOMMENDED that the attached agreement be approved, and that the City Manager be authorized to execute it on behalf of the City of Monroe.

CITY MANAGER RECOMMENDATION:

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

APPROVAL DEADLINE: July 6, 2010

REASON FOR DEADLINE: N/A

STAFF RECOMMENDATION: X For Against

REASON AGAINST: N/A

INITIATED BY: George A. Brown, City Manager

PROGRAMS, DEPARTMENTS, OR GROUPS AFFECTED: Human Resources

FINANCES

COST AND REVENUE PROJECTIONS:	Cost of Total Project	\$ 14,039
	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
		101-35.226-702.000	\$ 14,039
			\$ N/A
	<u>Other Funds</u>		\$ N/A
			\$ N/A
			\$ N/A
			\$ N/A

Budget Approval: _____

FACT SHEET PREPARED BY: George A. Brown

DATE: 6/30/10

REVIEWED BY: George A. Brown, City Manager

DATE:

COUNCIL MEETING DATE: 7/06/10

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE AND SETTLEMENT AGREEMENT (hereinafter "Agreement") is made this 17th day of June, 2010, by and between the City of Monroe (hereinafter referred to as the "City") and Charlene J. Drumm (hereinafter referred to as "Drumm").

RECITALS

A. Due to budgetary reductions for fiscal year 2010-11, the Personnel/Human Resources Assistant position currently assigned to Drumm will be reduced to part-time effective at the close of business on June 30, 2010.

B. As a result of such reductions, Drumm has determined it would be in her interest to retire and, if necessary, pursue other opportunities.

C. Drumm and the City recognize that a lump-sum payment for outplacement assistance will be helpful to Drumm.

D. The City is not obligated to pay Drumm any additional compensation or benefits other than that which has been earned as of June 30, 2010, or as otherwise provided in this Agreement.

E. Drumm voluntarily and with full knowledge of her rights and the provisions herein, now desires to settle, compromise, and dispose of any and all rights or causes of action she may have against the City, or any of the persons or entities released in this Agreement, under the terms and conditions set forth herein.

F. The City voluntarily and with full knowledge of its rights and the provisions herein, without any admission of liability, misconduct, or wrongdoing, now desires to settle, compromise, and dispose of any and all rights or causes of action Drumm may have against the City under the terms and conditions set forth herein.

In consideration of the stated recitals and of the promises and mutual covenants contained herein, it is hereby agreed between Drumm and the City as follows:

AGREEMENT

1. Drumm shall retire effective at the close of business on July 29, 2010.
2. Drumm, for herself and her family, heirs, executors, administrators, personal representatives, and any other person or legal entity which may have a claim arising out of or in connection with Drumm, hereby forever and fully releases, remises, acquits, and discharges the City and all of its subsidiaries, affiliates, and other related entities, and its past, current, and future Councilmen, City Managers, Human Resources Directors, employees, agents, attorneys,

representatives, successors, and assigns (hereinafter "the Released Parties"), of and from all actions, causes of action, charges, claims, demands, damages (including compensatory, exemplary, statutory, and punitive damages), sums of money, expenses, costs, suits, debts, contracts, agreements, arrangements, promises, obligations, torts, injuries and losses, rights to recovery, and any and all other liability or relief of any nature whatsoever, whether known or unknown, foreseen or unforeseen, resulting or to result, whether in law or in equity, or that Drumm, individually or in any representative capacity, ever had, now has, or hereafter can, shall or may have by reason of or arising out of any matter, fact, cause or event occurring on or prior to the date hereof, including specifically, but not limited to, any and all claims, injuries, damages, or other relief for defamation, libel, slander, deprivation of due process, tort, breach of contract, wrongful discharge, negligence, personal injury, emotional distress, invasion of privacy, violation of public policy, any claims or demands under the federal Age Discrimination in Employment Act, any and all claims under any other federal, state or local laws, regulations, executive orders, rules or ordinances, as well as any and all other claims arising out of or in any way relating to Drumm' employment with or her separation of employment from the City.

3. In consideration of the covenants herein provided, the City will pay Drumm a lump-sum payment for outplacement assistance in the amount of Thirteen Thousand (\$13,000.00) Dollars, less required state, federal, and local income tax withholdings. Notwithstanding any other contract, agreement, past practice, understanding, or provision of the City of Monroe Employees' Retirement System to the contrary, said allowance shall not be added to Drumm's base pay or final average compensation for pension purposes.

4. In order to assist with the transition of the Personnel/Human Resources Assistant position from full-time to part-time, on or about August 15, 2010, Drumm shall commence working on a temporary, part-time basis and shall continue through and including December 31, 2010, performing those duties and others as assigned. In the event that Drumm accepts employment with another Employer on or before December 31, 2010, Drumm may terminate her employment with the City immediately.

5. For said services, the City shall pay Drumm the sum of \$21.24 per hour, less required state and federal withholdings. Such payment shall be made in accordance with the City's regular bi-weekly payroll cycle.

6. Drumm will be required to typically work 4 hours per day, five days per week or such other hours as determined by the City Manager.

7. Drumm shall continue as a full-time employee receiving fringe benefits, including credit for retirement benefits through July 29, 2010. It is expressly agreed between Drumm and the City that this shall be the only consideration given to Drumm for the above services. Effective July 30, 2010, Drumm shall no longer be entitled to vacation, sick leave, personal leave, longevity pay, life insurance, or any other fringe benefits, including, but not limited to, membership in the City of Monroe Employees' Retirement System pursuant to §296.07 (b)(1) of the Codified Ordinances of the City of Monroe. Further, consistent with Section 296.14(b) of the Codified Ordinances of the City of Monroe, Drumm's retirement benefits shall not be suspended during the period of her employment with the City under this Agreement.

8. It is understood that this Agreement does not constitute an admission of liability on the part of the Released Parties, but is made to avoid any controversy in respect to any and all claims for damages, whether compensatory, exemplary, punitive or statutory, that Drumm has or might have against any or all of the Released Parties, as a result of or with reference to her employment, or her separation of employment.

9. Each party agrees that she or it will take no action (including, but not limited to initiation of a separate lawsuit) which seeks to challenge any provision of this Agreement.

10. Drumm and the City declare and represent that they fully understand the terms of this Agreement and that no promise, inducement or agreement has been made except as expressly provided herein, and that this Agreement contains the entire agreement between the parties, and the terms of this Agreement are contractual and not a mere recital.

11. Drumm understands and agrees that she is advised to consult with an attorney prior to executing this Agreement.

12. Drumm understands that she does not waive rights or claims that may arise after the date this Agreement is executed.

13. Drumm understands and agrees that she has been given twenty-one (21) calendar days within which to consider this Agreement. Drumm acknowledges that if she signs this Agreement before the full twenty-one (21) day period has elapsed, she has knowingly and voluntarily chosen to do so.

14. Drumm understands and agrees that she may revoke this Agreement for a period of seven (7) calendar days following its execution. The Agreement is not effective until this revocation period has expired. Drumm understands that any revocation, to be effective, must be in writing and either (a) postmarked within seven (7) calendar days of execution of this Agreement and addressed to George A. Brown, City Manager, 120 East First St., Monroe, MI, 48161, or (b) hand delivered within seven (7) calendar days of execution of this Agreement to George A. Brown at the address provided above. Drumm understands that if revocation is made by mail, mailing by certified mail, return receipt requested, is recommended to show proof of mailing.

15. Drumm agrees that she has read this Agreement carefully and understands all of its terms. In agreeing to sign this Agreement, Drumm is doing so completely voluntarily and agrees that she has not relied upon any oral statements or explanations made by the City or its representatives.

16. This Agreement and each and every term and provision hereof, shall be construed in accordance with the laws of the State of Michigan, irrespective of any state's choice of law analysis.

17. If any provision of this Agreement shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof.

CITY OF MONROE

Charlene J. Drumm

By: _____
George A. Brown, City Manager

Date: _____

Date: _____