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AGENDA

CITY COMMISSION MEETING

Monday, April 18, 2016

7:00 PM

1. Call to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Announcements, Acknowledgments and Communications and Reports.

Regional Transit Authority Presentation on the Gratiot Avenue Transit Study.
5. Adoption of Agenda.
6. Public Participation.
7. Administrative Response to Issues or Questions Raised During Previous Meetings.
8. Approval of Minutes.
9. General Business.

9-A - Adoption of Resolution Authorizing Issuance of General Obligation Limited Tax Refunding Bonds, Series 2016.

9-B - Request Approval of a License Agreement for County Requested Drop-Off Lane on South Main Street.

9-C - Request Approval of the Sale of the Vacant City-Owned Lots at 100 and 110 Orchard Street.

9-D - Adoption of Resolution Extending Moratorium Regarding the Establishment of Businesses Engaged in Dispensation or Distribution of Medical Marijuana.

9-E - Request for Additional Compensation for Election Workers.

9-F - Approve Purchases and Payment of Invoices.

10. Consent Agenda.

10-A - Set Public Hearing Date for the City of Mount Clemens 2016-2017 Fiscal Year Budget and Millage Rates.

10-B - City Commission Approval of Macomb Educational Telecommunications System (composed of Macomb ISD, the County of Macomb and Comlink, LLC) METRO Act Right-of-Way Permit.

10-C - Commission Approval of a Resolution Designating Arbor Week and Arbor Day.

10-D - Request Permission to Hold the St. Mary School Family Fun Run/Walk on Saturday, June 11, 2016.

11. City Manager's Report.

12. Commissioners' Comments.

13. Adjournment.

The City of Mount Clemens will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon one week-notice to the City of Mount Clemens. Individuals with disabilities requiring auxiliary aids should contact the City of Mount Clemens by writing or calling the following:

City Clerk's Office
One Crocker Boulevard
Mount Clemens, Michigan 48043
586.469.6818, Extension 310
911 - TDD

CITY COMMISSION WORK SESSION

**County of Macomb
State of Michigan**

**April 4, 2016
Conference Room**

A work session of the Mount Clemens City Commission was held on Monday, April 4, 2016, at 5:00 p.m. The meeting was held in the Conference Room of the Municipal Building, One Crocker Boulevard, Mount Clemens, Michigan. Present at this meeting were Mayor Barb Dempsey and Commissioners Roger Bunton, Ronald Campbell, Lois Hill and Laura Kropp. Absent from the meeting was Commissioner Denise Mentzer. Also in attendance were Steven Brown, City Manager, Michael Murray, City Attorney and Lisa Borgacz, City Clerk.

The meeting was called to order at 5:00 p.m.

PUBLIC PARTICIPATION WAS CONDUCTED.

REVIEW AND DISCUSS THE PROPOSED 2017 BUDGET WAS CONDUCTED.

Commissioner Bunton made a motion, supported by Commissioner Kropp, to adjourn the meeting.

The meeting adjourned at 6:32 p.m.

Respectfully submitted,

Barb Dempsey, Mayor

Lisa Borgacz, City Clerk

CITY COMMISSION MEETING

County of Macomb
State of Michigan

April 4, 2016
Commission Chambers

A regular meeting of the Mount Clemens City Commission was held on Monday, April 4, 2016, at 7:00 p.m. The meeting was held in the Commission Chambers of the Municipal Building, One Crocker Boulevard, Mount Clemens, Michigan. Present at this meeting were Mayor Barb Dempsey and Commissioners Roger Bunton, Ronald Campbell, Lois Hill and Laura Kropp. Commissioner Denise Mentzer was absent. Also in attendance were Steven Brown, City Manager, Michael Murray, City Attorney and Lisa Borgacz, City Clerk.

The meeting was called to order at 7:00 p.m.

Commissioner Campbell made a motion, supported by Commissioner Hill, to excuse Commissioner Mentzer from the meeting. The motion passed unanimously.

ANNOUNCEMENTS, ACKNOWLEDGEMENTS, COMMUNICATIONS AND REPORTS, WERE ADDRESSED, ITEM 4.

THE ADOPTION OF THE AGENDA WAS CONSIDERED, ITEM 5.

Commissioner Hill made a motion, supported by Commissioner Bunton, to approve the agenda as presented. The motion passed unanimously.

PUBLIC PARTICIPATION WAS CONDUCTED, ITEM 6.

ADMINISTRATIVE RESPONSE TO ISSUES OR QUESTIONS RAISED DURING PREVIOUS MEETINGS WERE RECEIVED, ITEM 7.

APPROVAL OF MINUTES WAS CONSIDERED, ITEM 8.

Commissioner Hill made a motion, supported by Commissioner Kropp, to approve the minutes of the City Commission Regular Meeting of March 21, 2016, as presented. The motion passed unanimously.

APPROVAL OF THE JULY 1, 2015 – JUNE 30, 2018 COMMUNITY TRANSPORTATION AGREEMENT WAS CONSIDERED, ITEM 9-A.

Commissioner Campbell made a motion, supported by Commissioner Bunton, to approve the proposed July 1, 2015 – June 30, 2018 Agreement between the City of Mount Clemens, Michigan and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America UAW Local 155 (Mount Clemens Community Transportation); and to authorize execution of the same. The motion passed unanimously.

APPROVAL OF PURCHASES AND PAYMENT OF INVOICES WAS CONSIDERED, ITEM 9-B.

April 4, 2016

Commissioner Kropp made a motion, supported by Commissioner Bunton, to approve purchases and payment of invoices as presented. The motion passed unanimously.

THE CONSENT AGENDA WAS CONSIDERED, ITEM 10.

Commissioner Campbell made a motion, supported by Commissioner Hill, to approve the Consent Agenda as presented:

In Item 10-A, the request from Consumers Energy Company to renew its license for Environmental Testing and Remedial Activities at 95 Eldredge through April 4, 2018, was approved.

In Item 10-B, the request to proclaim April 18, 2016 through May 1, 2016 as White Cane Week and grant permission to the Mount Clemens Lions Club to conduct charitable solicitations at various traffic intersections on April 22, April 23, and April 24, 2016, was approved.

In Item 10-C, the request to hold the 6th Annual Macomb Health and Fitness Foundation “Let’s Move Festival of Races” on Saturday, April 30, 2016, with the necessary road closures to be coordinated with the Department of Public Services, was approved.

In Item 10-D, the request to hold the Annual East Macomb County CROP Hunger Walk on Sunday, May 1, 2016, was approved.

In Item 10-E, the request from the Second Chance Network to conduct charitable solicitations within Public Rights-of-Way on May 4, May 5, and May 6, 2016, at the listed intersections between the hours of 7:30 a.m. to 7:00 p.m., was approved.

The motion passed unanimously.

THE CITY MANAGER’S REPORT WAS GIVEN, ITEM 11.

COMMISSIONERS’ COMMENTS WERE RECEIVED, ITEM 12.

Commissioner Bunton made a motion, supported by Commissioner Hill, to adjourn the meeting. The motion passed unanimously.

The meeting was adjourned at 7:12 p.m.

Respectfully submitted,

Barb Dempsey, Mayor

Lisa Borgacz, City Clerk

April 4, 2016

CITY COMMISSION WORK SESSION

**County of Macomb
State of Michigan**

**April 5, 2016
Conference Room**

A work session of the Mount Clemens City Commission was held on Tuesday, April 5, 2016, at 5:00 p.m. The meeting was held in the Conference Room of the Municipal Building, One Crocker Boulevard, Mount Clemens, Michigan. Present at this meeting were Mayor Barb Dempsey, and Commissioners Roger Bunton and Lois Hill. Absent from the meeting was Commissioners Ronald Campbell, Laura Kropp and Denise Mentzer. Also in attendance were Steven Brown, City Manager, Michael Murray, City Attorney and Lisa Borgacz, City Clerk.

The meeting was called to order at 5:00 p.m.

PUBLIC PARTICIPATION WAS CONDUCTED.

REVIEW AND DISCUSS THE PROPOSED 2017 BUDGET WAS CONDUCTED.

COMMISSIONER COMMENTS WERE RECEIVED.

Commissioner Bunton made a motion, supported by Commissioner Hill, to adjourn the meeting.

The meeting adjourned at 7:30 p.m.

Respectfully submitted,

Barb Dempsey, Mayor

Lisa Borgacz, City Clerk

EXPLANATION OF AGENDA – April 18, 2016

Agenda Item No. 9-A

Adoption of Resolution Authorizing Issuance of General Obligation Limited Tax Refunding Bonds, Series 2016

City Administration has determined the City can realize savings by refunding Parking Improvements Project Bonds issued in 2003. In evaluating this opportunity, we have consulted with bond counsel at Miller, Canfield, Paddock and Stone, P.L.C. and with the firm of Hutchinson, Shockey, Erley & Co. as placement agent for the Refunding Bonds. The resolution, drafted by Miller Canfield, has three primary highlights:

- The 2003 parking bonds are to be refunded through a City bond issue
- The new bonds will likely be placed with a bank but the resolution does allow for the bonds to be sold through an underwriter if necessary
- The City Manager and/or Finance Director are authorized to proceed or not based on whether adequate savings are achieved; in other words, this resolution will be the only action required of the Commission

This bond refunding will not extend payments beyond the original date of July 1, 2023. Furthermore, this refunding is expected to generate net savings of approximately \$150,000 over the remaining life of the bonds subject to market conditions. Please see the attached memo from Finance Director Linda Kunath for additional information.

City Administration is recommending the authorization of this bond refunding in order to realize net savings to the City through lower debt service payments.

SUBMITTED BY: Steven M. Brown, City Manager

RECOMMENDED MOTION: Move to adopt the attached Resolution Authorizing Issuance of General Obligation Limited Tax Refunding Bonds, Series 2016.



City of Mount Clemens
Finance Department
MEMORANDUM

DATE: April 14, 2016
TO: Mayor Dempsey and City Commission
CC: Steve Brown, City Manager
FROM: Linda A. Kunath, Finance Director/Treasurer
SUBJECT: Refunding Parking Improvements Project bonds

The April 18, 2016 Commission meeting agenda includes the enclosed resolution to refund Parking Bonds.

The Parking Improvements Project bonds were issued in 2003, in the amount of \$5,200,000, of which \$2,975,000 remains outstanding, pending interest rate is as high as 4.550%, and the final payment is scheduled for July 1, 2023. The City has the opportunity for annual savings by refunding these bonds in a private placement to a bank or financial institution, which will reduce the annual payment amounts and not extend payments beyond July 1, 2023. After refunding, the estimated interest rate will be 2.500%, producing a net savings of \$153,507 based on current market conditions.

Jeff Aronoff, Miller Canfield Attorney, and Mike Gormely, Hutchinson, Shockey, Erley & Co Attorney, are assisting the City of Mount Clemens with this refunding and will be available for questions at the Commission meeting.

**DRAFT RESOLUTION AUTHORIZING ISSUANCE OF
GENERAL OBLIGATION LIMITED TAX REFUNDING BONDS, SERIES 2016**

City of Mount Clemens
County of Macomb, State of Michigan

Minutes of a regular meeting of the City Commission of the City of Mount Clemens, County of Macomb, State of Michigan, held on April 18, 2016, at 7:00 p.m., Eastern Daylight Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, Act 34, Public Acts of Michigan, 2001, as amended (“Act 34”), authorizes the City of Mount Clemens, County of Macomb, Michigan (the “City”) to refund or advance refund all or any part of its outstanding securities; and

WHEREAS, the Municipal Building Authority of the City of Mount Clemens, County of Macomb, State of Michigan (the “Authority”) has previously issued its Building Authority Bonds, Series 2003 (Parking Improvements Project), dated August 1, 2003 in the original principal amount of \$5,200,000 (the “Prior Bonds”), of which \$2,975,000 presently remains outstanding; and

WHEREAS, the City and the Authority have entered into a certain Full Faith and Credit General Obligation Contract of Lease, dated August 1, 2003 (the “Prior Contract”) by which the City has agreed to pay cash rentals to the Authority in amounts sufficient to pay the debt service on the 2003 Bonds when due, and has pledged the City’s limited tax full faith and credit therefor; and

WHEREAS, the Prior Bonds and the Prior Contract are “outstanding securities” of the City within the meaning of Act 34; and

WHEREAS, in order to achieve savings on the City’s debt service payments for the outstanding Prior Bonds, the City Commission determines that it is in the best interest of the City to refund all or a portion of the Prior Bonds (the Prior Bonds to be refunded are hereinafter referred to as the “Refunded Bonds”); and

WHEREAS, to finance the cost of refunding all or any portion of the Prior Bonds, the City deems it necessary to borrow the principal sum of not to exceed Two Million Eight Hundred Eighty Thousand Dollars (\$2,880,000) and issue its refunding bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Refunding Bonds; Bond Terms. Bonds of the City designated General Obligation Limited Tax Refunding Bonds, Series 2016 (the “Bonds”) are authorized to be issued in the aggregate principal sum of not to exceed Two Million Eight Hundred Eighty Thousand Dollars (\$2,880,000) for the purpose of paying the costs of refunding the Refunded Bonds, including the costs incidental to the issuance, sale and delivery of the Bonds. The issue shall consist of bonds in fully-registered form of the denomination of \$1,000, or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, numbered consecutively in order of registration. The Bonds will be dated as of the date of delivery (or such other date as determined at the time of sale thereof), be payable on July 1 or such other date and in such years as determined at the time of sale thereof, in the annual amounts determined at the time of sale and be subject to mandatory redemption in the manner and at the times and prices to be determined at the time of sale by the City Manager or Finance Director (each, an “Authorized Officer” and collectively, the “Authorized Officers”). The Bonds shall not be subject to optional redemption prior to maturity.

The Bonds shall bear interest at a rate or rates to be determined at the time of sale thereof, but in any event not to exceed three and one-half percent (3.50%) per annum, first payable on the date as shall be finally determined at the time of sale and semiannually thereafter each January 1 and July 1, by check or draft mailed by the Transfer Agent (hereinafter defined) to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. The principal of the Bonds shall be payable at a bank or trust company as a registrar and transfer agent for the Bonds to be selected by an Authorized Officer (the “Transfer Agent”).

2. Execution of Bonds; Book-Entry-Only Form. The Bonds of this issue shall be executed in the name of the City with the manual or facsimile signatures of the Mayor and City Clerk and shall have the seal of the City, or a facsimile thereof, printed or impressed on the Bonds. No Bond shall be valid until authenticated by an authorized officer or representative of the Transfer Agent.

The Bonds may be issued in book-entry-only form through the Depository Trust Company in New York, New York (“DTC”) and any Authorized Officer is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry-only form and to make such changes in the Bond form within the parameters of this resolution as may be required to accomplish the foregoing.

3. Transfer of Bonds. The Transfer Agent shall keep the books of registration for this issue on behalf of the City. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner’s duly authorized attorney,

upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

Unless waived by any registered owner on behalf of Bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the City. Such notice shall be dated and shall contain at a minimum the following information, if applicable: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the place where the Bonds called for redemption are to be surrendered for payment; and that interest on the Bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

4. Limited Tax Pledge; Defeasance of Bonds. The City hereby pledges its limited tax full faith and credit for the prompt payment of the principal and interest on the Bonds. The City shall, each year budget the amount of the debt service coming due in the next fiscal year on the principal of and interest on the Bonds and shall advance as a first budget obligation from its general funds available therefor, or, if necessary levy taxes upon all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations, such sums as may be necessary to pay such debt service in said fiscal year. The City Treasurer is authorized and directed to open a separate fund to be known as the GENERAL OBLIGATION LIMITED TAX REFUNDING BONDS, SERIES 2016 DEBT RETIREMENT FUND (the "Debt Retirement Fund"), the moneys to be deposited into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Bonds as they mature. Into said fund there shall be placed the accrued interest, if any, received at the time of delivery of the Bonds.

In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier mandatory redemption, the principal of and interest on the Bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the Bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

5. Bond Proceeds; Bond Issuance Fund; Escrow Fund; Escrow Agreement. The proceeds of the Bonds shall be used to pay the costs of issuance of the Bonds and to secure payment of the Refunded Bonds as provided in this paragraph. Upon receipt of the proceeds of

sale of the Bonds the accrued interest, if any, shall be deposited in the Debt Retirement Fund for the Bonds. From the remaining proceeds of the Bonds there shall be set aside a sum sufficient to pay the costs of issuance of the Bonds in a fund designated GENERAL OBLIGATION LIMITED TAX REFUNDING BONDS, SERIES 2016 BOND ISSUANCE FUND (the “Bond Issuance Fund”), which may be established by the City or by the Escrow Agent (hereinafter defined). Moneys in the Bond Issuance Fund shall be used solely to pay expenses of issuance of the Bonds. Any amounts remaining in the Bond Issuance Fund after payment of issuance expenses shall be transferred to the Debt Retirement Fund for the Bonds.

The balance of the proceeds of the Bonds, together with other available funds of the City, if any, shall be deposited in an escrow fund (the “Escrow Fund”) consisting of cash and investments in direct obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America or other obligations the principal of and interest on which are fully secured by the foregoing (the “Escrow Securities”) and used to pay the principal of and interest on all or a portion of the Refunded Bonds as determined by an Authorized Officer at the time of sale. The Escrow Fund shall be held in trust by a Michigan bank or trust company eligible to act as escrow agent (the “Escrow Agent”), pursuant to an escrow agreement (the “Escrow Agreement”) which shall irrevocably direct the transfer agent for the Refunded Bonds to take all necessary steps to pay the principal of, interest and redemption premium, if any, on the Refunded Bonds when due, and to call the Refunded Bonds for redemption on the first date such Refunded Bonds may be called for redemption. The Authorized Officers are each individually authorized and directed to appoint an Escrow Agent and execute the Escrow Agreement on behalf of the City. The amounts held in the Escrow Fund shall be such that the cash and investments and income received thereon will be sufficient without reinvestment to pay the principal of and interest on the Refunded Bonds when due at maturity or call for redemption as required by this section. Following establishment of the Escrow Fund, any amounts remaining in the debt retirement funds for the Refunded Bonds shall be transferred to the Debt Retirement Fund for the Bonds. The Authorized Officers are each authorized and directed to purchase or cause to be purchased, Escrow Securities, including United States Treasury Obligations – State and Local Government Series (SLGS), in an amount sufficient to fund the Escrow Fund.

6. Bond Form. The Bonds shall be in substantially the following form with such changes as may be approved by an Authorized Officer and Bond Counsel:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF MACOMB

CITY OF MOUNT CLEMENS
GENERAL OBLIGATION LIMITED TAX REFUNDING BOND, SERIES 2016

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
Registered Owner:	_____, 20__	_____, 2016	
Principal Amount:		Dollars	

The City of Mount Clemens, County of Macomb, State of Michigan (the "City"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on _____ 1, 2016 and semiannually thereafter. Principal of this bond is payable at the corporate trust office of _____, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable to the registered owner of record as of the 15th day of the month preceding the interest payment date as shown on the registration books of the City kept by the Transfer Agent by check or draft mailed by the Transfer Agent to the registered owner of record at the registered address.

This bond, including the interest thereon, is payable as a first budget obligation from the general funds of the City, and the City is required, if necessary, to levy ad valorem taxes on all taxable property in the City for the payment thereof, subject to applicable constitutional, statutory and charter tax rate limitations.

This bond is one of a series of bonds of even Date of Original Issue aggregating the principal sum of \$_____, issued pursuant to the provisions of Act 34, Public Acts of Michigan, 2001, as amended and pursuant to a resolution of the City Commission of the City adopted April 18, 2016 for the purposes of defraying the costs of refunding a certain contract by and between the City and the Municipal Building Authority of the City of Mount Clemens, County of Macomb, State of Michigan (the "Authority") by which the City has agreed to pay cash rentals to the Authority in amounts sufficient to pay the debt service when due on the Authority's Building Authority Bonds, Series 2003 (Parking Improvements Project), dated August 1, 2003.

Bonds of this issue shall not be subject to redemption prior to maturity.

[Insert Term Bond Provisions, if applicable.]

In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent, upon presentation of the bond called in part for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the Transfer Agent to redeem said bond or portion thereof.

This bond is transferable only upon the registration books of the City kept by the Transfer Agent by the registered owner of record in person, or by the registered owner's attorney duly authorized in writing, upon the

MILLER, CANFIELD, PADDOCK AND STONE,
P.L.L.C.

surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the City, including this bond and the series of bonds of which this is one, does not exceed any constitutional, statutory or charter debt limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the City, by its City Commission, has caused this bond to be signed in the name of the City by the facsimile signatures of its Mayor and City Clerk and a facsimile of its corporate seal to be printed hereon, all as of the Date of Original Issue.

CITY OF MOUNT CLEMENS
County of Macomb
State of Michigan

By: _____
Its: Mayor

By: _____
Its: City Clerk

(Form of Transfer Agent's Certificate of Authentication)

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned resolution.

Transfer Agent

By: _____

Authorized: _____

DATE OF REGISTRATION:

[Bond printer to insert form of assignment]

MILLER, CANFIELD, PADDOCK AND STONE,
P.L.L.C.

(SEAL)

7. Negotiated Sale. The City Commission has considered the option of selling the Bonds through a competitive sale and a negotiated sale and, pursuant to the requirements of Act 34, determines that a negotiated sale of the Bonds will result in the most efficient and expeditious means of selling the Bonds and will result in the lowest interest cost to the City.

8. Placement or Sale of Bonds; Delegation to Authorized Officer; Sale Order. Each Authorized Officer is hereby authorized to approve the sale of the Bonds through a private placement with a qualified bank or other sophisticated institutional investor as purchaser thereof (the "Purchaser"). Each Authorized Officer is individually authorized to negotiate and execute a purchase agreement with the Purchaser and a placement agreement with the placement agent for the Bonds (the "Placement Agent") if necessary, and to award the sale of the Bonds to the Purchaser, subject to the parameters set forth in this Resolution. Alternatively, if deemed appropriate by an Authorized Officer, the City is authorized to sell the Bonds to an underwriter (the "Underwriter") pursuant to a bond purchase agreement.

9. Adjustment of Bond Terms. In pursuance of either of the alternatives described in Section 8, each Authorized Officer is individually authorized, without further direction from the City Commission, to execute a sale order establishing the final terms of the Bonds, adjust the final bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing is authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, designation of series, the portion or portions of the Prior Bonds to be refunded, and other matters, within the parameters established by this resolution.

10. Tax Covenant; Qualified Tax-Exempt Obligations. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditure and investment of Bond proceeds and moneys deemed to be Bond proceeds. The City hereby designates the Bonds as "qualified tax exempt obligations" for purposes of deduction of interest expense by financial institutions pursuant to the Code.

11. Authorization of Other Actions. The Mayor, City Manager, Clerk, and Finance Director are each hereby authorized and directed to cause the preparation and circulation of a preliminary and final official statement with respect to the Bonds; to procure a policy of municipal bond insurance with respect to the Bonds or cause the qualification of the Bonds therefor if the acquisition of such insurance would be of economic benefit to the City; to obtain ratings on the Bonds; and to take all other actions necessary or advisable, and make such other filings with the Michigan Department of Treasury or with other parties, to enable the issuance, sale and delivery of the Bonds as contemplated herein.

12. Continuing Disclosure Undertaking. In the event the Bonds are sold to an Underwriter, the City agrees to enter into a continuing disclosure undertaking for the benefit of the holders and beneficial owners of the Bonds in accordance with the requirements of Rule

15c2-12 promulgated by the Securities and Exchange Commission, and the Authorized Officers are each hereby authorized to execute such undertaking prior to delivery of the Bonds. If the Bonds are placed with a Purchaser, the City will not enter into a continuing disclosure undertaking.

13. Placement Agent; Underwriter. The City hereby confirms Hutchinson, Shockey, Erley & Co., as Placement Agent with respect to the Bonds. In the event the Bonds are sold to an Underwriter, Hutchinson, Shockey, Erley & Co., shall serve as Underwriter.

14. Bond Counsel. Miller, Canfield, Paddock and Stone, P.L.C. is hereby appointed as bond counsel for the Bonds, notwithstanding periodic representation in unrelated matters of the Placement Agent or Underwriter and parties or potential parties to the transaction contemplated by this resolution.

15. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Mount Clemens, County of Macomb, State of Michigan, at a regular meeting held on April 18, 2016, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

City Clerk

EXPLANATION OF AGENDA – April 18, 2016

Agenda Item No. 9-B

Request Approval of a License Agreement for County Requested Drop-Off Lane on South Main Street

The Macomb County Campus project in the City included a site plan for the new Macomb County Administration Building's parking structure. The site plan was reviewed and approved by the Planning Commission. Subsequent to Planning Commission approval, an amendment was submitted by the County to Community Development that provided for a Drop Off Lane to be created in the grassy area between the street and sidewalk on South Main Street between the entrance to the parking structure and the intersection with Cass. The purpose is to facilitate deliveries and other short term visits to the Administration Building by users such as armored truck companies and overnight delivery companies, etc. Currently, these vehicles pull up on the sidewalk which creates a variety of public safety concerns.

The amendment adding the Drop Off Lane was approved during our engineering review. It was determined that City concerns related to this Drop Off Lane, including responsibility for snow and ice removal, maintenance, repairs and replacement, would best be addressed by way of a legal agreement. The attached License Agreement was drafted to outline the form and content of this relationship and may be subject to revision after further discussion between the parties.

SUBMITTED BY: Steven M. Brown, City Manager

RECOMMENDED MOTION: Approve a License Agreement between the City of Mount Clemens and Macomb County regarding a Drop Off Lane on South Main Street near the County Administration Building.

LICENSE AGREEMENT

THIS AGREEMENT is effective as of this ____ day of April, 2016, by and between the **CITY OF MOUNT CLEMENS**, a Michigan Municipal Corporation, hereinafter "*City*", and the **COUNTY OF MACOMB**, hereinafter "*County*", on the following terms and conditions:

WHEREAS, the County desires to construct and maintain a "Drop Off Lane" upon City owned property located near the Southeast corner of South Main and Cass Avenue, as more fully set forth on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the City is agreeable to allow this Drop Off Lane to be constructed and maintained upon its property;

NOW, THEREFORE, the parties agree as follows:

1. That the above described Drop Off Lane may be constructed by the County, at its sole cost and expense, on the hereinabove described City property.
2. That the construction of said Drop Off Lane shall be done only after approval by the City's Community Development Department and review of the plans for its installation.
3. The County, at its own expense, shall comply promptly with all laws, orders, regulation or ordinances of all municipal, county and state authorities affecting the construction and maintenance of said Drop Off Lane, including necessary permits or licenses.
4. That once constructed, it will be the responsibility of the County or its designee to maintain the Drop Off Lane, including inspecting, cleaning as necessary, and ensuring that it does not pose a danger to the public safety. Maintenance of the Drop Off Lane shall include but not be limited to all repairs, replacement, improvements, and ice and snow removal.
5. Should said maintenance not occur within a reasonable time after notice of same, the City may make such repairs, and the County will reimburse the City for the same.
6. Should the County fail to maintain the Drop Off Lane, the City may demand its removal, and County shall remove same from City property and restore said property to its condition existing prior to construction, within 30 days of said notice at its sole expense.

7. County shall indemnify and hold harmless the City, and its officers and employees, from any and all claims, lawsuits, losses, damage or injury to persons or property of whatever kind and nature, whether direct or indirect, arising from the Drop Off Lane, which responsibility shall not be limited to the insurance coverage provided herein.

8. County will maintain liability insurance for the Drop Off Lane located on City property and will name the City as an additional insured under its policy. A copy of said insurance policy naming the City as an additional insured will be provided to the City, and shall be subject to its review and approval.

9. This Agreement does not create any relationship of principal/agent or employer/employee or landlord/tenant between the parties, but rather defines and establishes the nature and manner of conduct between the County and City of Mount Clemens and further establishes the respective duties of the respective parties.

10. City may revoke this license at any time without prior notice for any reason the City deems appropriate. Should the City determine that the Drop Off Lane be removed from said site, it shall be the responsibility of the County to do so at its own expense, within 30 days after the mailing of written notice from the City to do so.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

MACOMB COUNTY,

By: _____

Its:

CITY OF MOUNT CLEMENS,

By: _____

Barb Dempsey, Mayor

By: _____

Lisa Borgacz, Clerk

Exhibit A

The description of the Drop Off Lane on South Main Street is as follows:

The proposed Drop Off Lane on South Main Street is to be concrete in accordance with approved engineering details at approximately 8 feet wide by 70 feet long excluding the tapers. The south end of the Drop Off Lane is planned at approximately 75 feet from the centerline of the parking deck entry and approximately 130 feet from the Cass Avenue intersection.

EXPLANATION OF AGENDA – April 18, 2016

Agenda Item No. 9-C

Request Approval of the Sale of the Vacant City-Owned Lots at 100 and 110 Orchard Street

City Administration is recommending that the City Commission authorize the sale of 100 and 110 Orchard Street to Mr. William Hollister for the amount of \$2500. Mr. Hollister resides at 80 Orchard Street in the City of Mount Clemens.

The City acquired the property in 2003 through the Macomb County tax foreclosure process.

SUBMITTED BY: Brian L. Tingley
Community Development Director

RECOMMENDED MOTION: Move to authorize the sale of 100 and 110 Orchard Street to Mr. William Hollister for the amount of \$2500; and to authorize the Mayor and City Clerk to sign the necessary documents executing the sale.

WILLIAM T. HOLLISTER

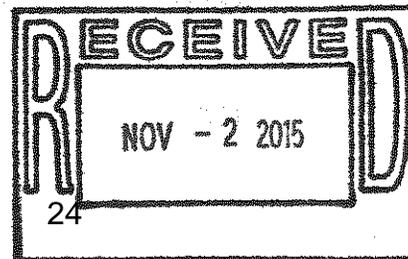
Bill Hollister
80 Orchard St.
Mount Clemens, MI 48043-5764

586-822-6578

Dear
City of Mt. Clemens,

In reference to Vacant
lots - address's 100 & 110
Orchard St.; I would like
to make an offer to
purchase them for a total
of \$2,500 dollars. I hope
you accept!

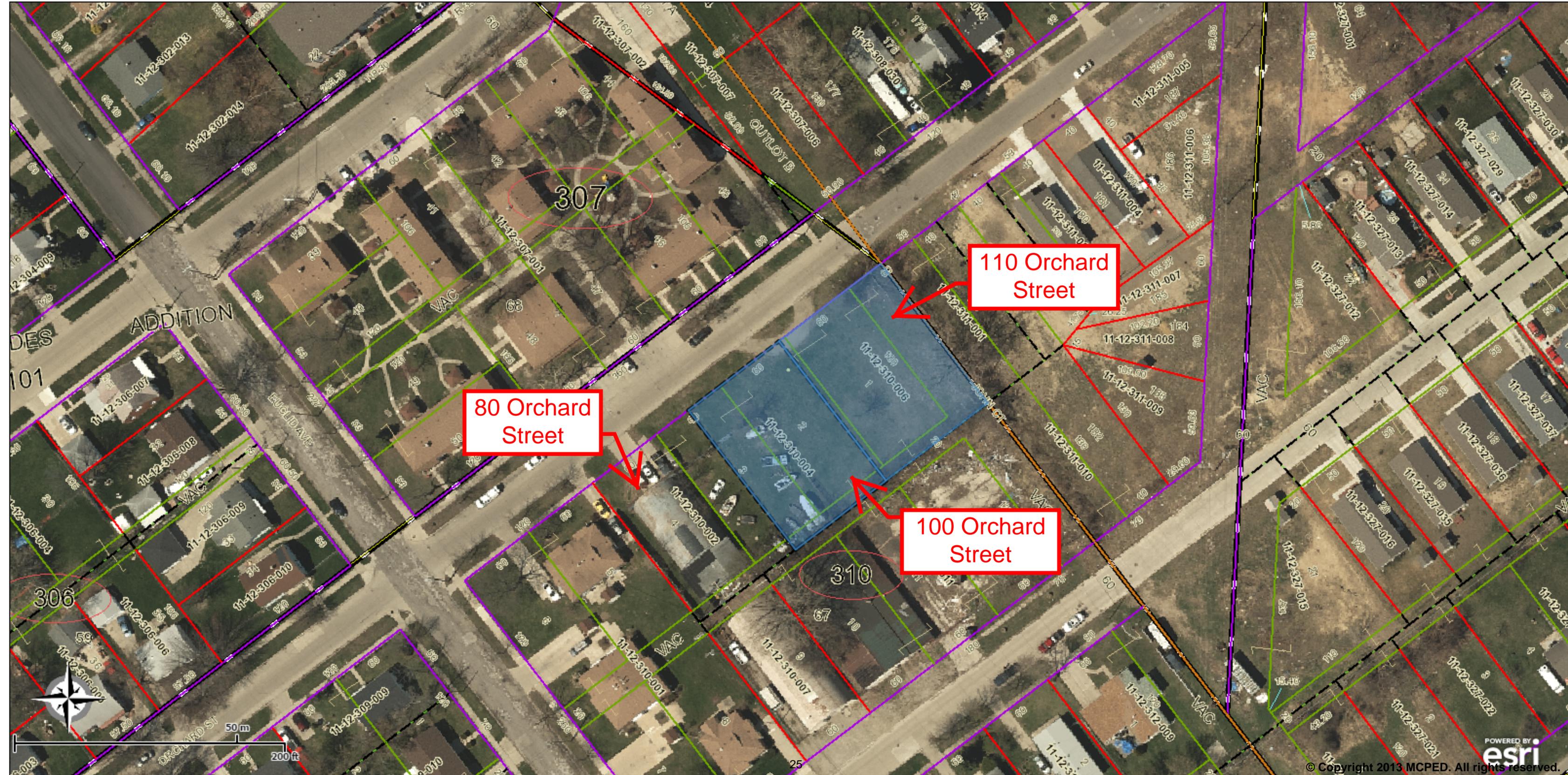
Sincerely,
William T. "Bill"
Hollister
11/2/15



City Owned Lots

100 & 110 ORCHARD ST

Fri Apr 1 2016 10:11:41 AM.



EXPLANATION OF AGENDA – April 18, 2016

Agenda Item No. 9-D

Adoption of Resolution Extending Moratorium Regarding the Establishment of Businesses Engaged in Dispensation or Distribution of Medical Marijuana

On November 2, 2015, the City Commission adopted a Resolution imposing a 180 day moratorium prohibiting the establishment of any business or premises for the distribution or dispensation of marijuana other than for use by the person occupying the premises as a resident who has a debilitating medical condition allowing the use of marijuana as allowed pursuant to State law. This moratorium was based upon pending legislation which would establish five categories of regulated medical marijuana businesses, establish licensing requirements and licensing fees for the same, create an excise and sales tax for medical marijuana and allow municipalities to prohibit such businesses if they so choose. Said legislation is still pending. Therefore, Administration recommends that the November 2, 2015, moratorium be extended for One Hundred Eighty (180) days to determine the issue of whether growing, dispensing and distribution of medical marijuana within the City should occur, whether other regulatory controls should be implemented and to conduct a further review of the issues, including whether or not the legislation hereinabove described becomes enacted into law, in order to insure consistent, cohesive and sensible development in the City.

SUBMITTED BY: Michael J. Murray, City Attorney

RECOMMENDED MOTION: Adopt the attached Resolution Extending the November 2, 2015, Moratorium Regarding the Establishment of Businesses Engaged in the Dispensation or Distribution of Medical Marijuana.

City of Mount Clemens

**RESOLUTION TO EXTEND MORATORIUM
REGARDING THE ESTABLISHMENT OF BUSINESSES
ENGAGED IN THE DISPENSATION OR DISTRIBUTION
OF MEDICAL MARIJUANA**

WHEREAS, on November 2, 2015, the City Commission adopted a Resolution imposing a 180 day moratorium prohibiting the establishment of any business or premises for the distribution or dispensation of marijuana other than for use by the person occupying the premises as a resident who has a debilitating medical condition allowing the use of marijuana as allowed pursuant to State law; and

WHEREAS, the Michigan Medical Marihuana Act (the “Act”) permits registered qualifying patients and primary caregivers to possess specific amounts of marijuana and to cultivate a specific number of plants, but the Michigan Medical Marihuana Act does not specifically provide for facilities for dispensing medical marijuana and/or cultivating medical marijuana plants; and

WHEREAS, the federal law contains no provisions for the dispensation or cultivation of marijuana for medical or any other purposes; and

WHEREAS, it is unclear whether any state and/or federal regulations that apply to entities that dispense controlled substances, for the benefit of the public health, safety and welfare, would apply to facilities where marijuana is dispensed or where marijuana is cultivated; and

WHEREAS, federal, state and local laws lack clarity as to whether such facilities might be allowed and, if allowed, where they might be located that is conducive to the public health, safety and welfare of the City; and

WHEREAS, there is legislation pending that would amend the Michigan Medical Marihuana Act to establish five categories of regulated medical marijuana business, establish licensing requirements and licensing fees for the same, create an excise and sales tax for medical marijuana and allow municipalities to prohibit such businesses if they so choose; and

WHEREAS, the Mount Clemens City Commission determines that it is desirable to extend the November 2, 2015, moratorium to determine the issue of whether growing, dispensing and distribution of medical marijuana within the City should occur, whether other regulatory controls should be implemented and to conduct a further review of the issues, including whether or not the legislation hereinabove described becomes enacted into law, in order to insure consistent, cohesive and sensible development in the City.

NOW, THEREFORE, IT IS HEREBY RESOLVED, the Mount Clemens City Commission hereby imposes an extension of the Resolution adopted on November 2, 2015, establishing a moratorium prohibiting the establishment of any business or premises for the distribution, dispensation or cultivation of marijuana other than for use by the person occupying the premises as a resident who has a debilitating medical condition allowing the use of marijuana as allowed pursuant to state law, for a period of 180 days, effective May 1, 2016.

IT IS FURTHER RESOLVED that the moratorium imposed by this Resolution shall expire 180 days from its effective date, unless extended, or upon adoption by the City Commission of ordinance(s) regarding the issue of facilities for dispensing or distribution of marijuana and/or cultivating plants for medical purposes, whichever occurs first.

Adopted: April 18, 2016

CITY OF MOUNT CLEMENS,
a Michigan Municipal Corporation,

By: _____
Barb Dempsey, Mayor

By: _____
Lisa Borgacz, City Clerk

EXPLANATION OF AGENDA – April 18, 2016

Agenda Item No. 9-E

Request for Additional Compensation for Election Workers

Election workers are paid a daily fee for working on an election day. Currently, election inspectors are paid \$125 for the day, and election chairpersons are paid \$150 for the day. This pay rate has not changed in nearly 15 years.

In the past, election workers were required to be a qualified and registered elector of the City in which they worked an election. This was later changed to encompass the County; but in 2014, the State changed the requirement to include the entire State, so that any resident of the State who is registered to vote can work at any precinct within the State of Michigan.

As a result, many residents who have regularly worked elections, as well as prospective workers who live in the City, are working for other jurisdictions who offer a higher fee. This has limited our ability to hire qualified election workers.

I am, therefore, requesting the City Commission consider an increase in election worker pay for election inspectors from \$125 to \$140 for the day and for election chairpersons from \$150 to \$175 for the day. This proposed increase would equate to an additional \$750 per election.

I would like to point out that the City is reimbursed for election costs from the State for all State and Federal elections and 100% of election worker pay is included in this reimbursement.

SUBMITTED BY: Lisa Borgacz, City Clerk

RECOMMENDED MOTION: To approve the request to increase fees for election inspectors from \$125 to \$140 per day and election chairpersons from \$150 to \$175 per day, effective July 1, 2016.

EXPLANATION OF AGENDA – April 18, 2016

Agenda Item No. 9-F

APPROVE PURCHASES AND PAYMENT OF INVOICES

VENDOR (PURCHASES)	DESCRIPTION	FUND/ DEPARTMENT/ APPROPRIATION	ACCOUNT NUMBER	AMOUNT	CURRENT BALANCE
1. Meridian Contracting Group 6149 Trailside Drive Washington Twp., MI 48094	Floor Grate Repairs at Fire Department	General Fund/ Fire Department/ Building Additions And Improvements	101-33600-976000	\$3,850.00	\$9,490.00
2. Phoenix Safety Outfitters 1619 Commerce Road Springfield, OH 45504	Estimated annual Requirement of Honeywell Brand Protective Clothing for Structural Firefighting (5 sets)	General Fund/ Fire Department/ Fire Equipment	101-33600-79000	\$12,660.00	\$27,525.66
3. Wolverine Freightliner 107 South Groesbeck Mount Clemens, MI 48043	Truck body For truck Mounted Aerial Tower purchased Off the City of ROCHESTER HILLS EXTENDED CONTRACT	Motor Pool Fund/ Department of Public Services/ Vehicles	661-44100-985000	\$80,121.00	\$202,750.00
4. Altec Industries, Inc. 5201 West 84 th Street Indianapolis, IN 46268	Truck Mounted Aerial Tower For truck body Above STATE CONTRACT	Motor Pool Fund/ Department of Public Services/ Vehicles	661-44100-985000	\$74,539.00	\$202,750.00

VENDOR (INVOICES)	DESCRIPTION	FUND/ DEPARTMENT/ APPROPRIATION	ACCOUNT NUMBER	AMOUNT	CURRENT BALANCE
1.Walker Process Equipment 840 North Russell Avenue Aurora, IL 60506	Repair parts for The Grit Washer At the Wastewater Treatment Plant	Sewer-Utilities Fund/ Operation of Plant/ Contractual Services	590-53708-818000	\$10,894.47	\$16,869.80
2.Allmax Software, Inc. 911 South Main Street Kenton, OH 43326	Operator 10 Water and Wastewater Management Support	Sewer-Utilities Fund/ Retention Basin/ Contractual Services	590-53707-818000	\$1,134.00	*
		Sewer-Utilities Fund/ Operation of Plant/ Contractual Services	590-53708-818000	\$1,134.00	\$16,869.80
		Water-Utilities Fund/ Operation of Plant/ Contractual Services	591-53708-818000	\$1,134.00	\$20,090.30

VENDOR (INVOICES)	DESCRIPTION	FUND/ DEPARTMENT/ APPROPRIATION	ACCOUNT NUMBER	AMOUNT	CURRENT BALANCE
3.Kramer & Murray, P.C. Ruggirello, Velardo, Novara, and Ver Beek, P.C. 65 Southbound Gratiot Mount Clemens, MI 48043	Legal Services For the month of March, 2016	General Fund/ Legal Services/ Legal Fees	101-26600-826000	\$9,330.18	\$53,244.50
		General Fund/ Legal Services/ Legal Fees-Labor	101-26600-826001	\$5,498.69	*
		Downtown Development Authority/ Legal Fees	248-69200-826000	\$478.94	\$390.88*
		Parking System Fund/ Legal Fees	585-54600-826000	\$97.00	\$48.44*

*Budget amendment to be made at a later date.

SUBMITTED BY: Linda A. Kunath, Finance Director/Treasurer

RECOMMENDED MOTION: Approve purchases and payment of invoices as presented.

CITY OF MOUNT CLEMENS

Tabulation of sealed bids received and opened on Tuesday, March 29, 2016, for Floor Grate Repairs needed in the Fire Department Apparatus Room:

BIDDER	TOTAL COST
1.Hartwell Cement Company 21650 Fern Avenue Oak Park, MI 48237	\$7,500.00
2. Luigi Ferdinandi and Son Cement Company, Inc. 16481 Common Road Roseville, MI 48066	\$14,699.00
3.Meridian Contracting Group, LLC 6149 Trailside Drive Washington Township, MI 48094	\$3,850.00

Linda A. Kunath
Finance Director/Treasurer

CITY OF MOUNT CLEMENS

Tabulation of sealed bids received and opened on Tuesday, April 5, 2016, for our estimated annual requirement of Protective Clothing for Structural Firefighting; Coat and Pant:

Vendor	Manufacturer	Can you hold Price for 2 years?	Cost/Coat (5)	Cost/Pant & Suspender (5)	Total Cost (5 sets)	
1.Apollo Fire Equipment 12584 Lakeshore Drive Romeo, MI 48054	Fire Dex	No	\$1,260.00	\$887.00	\$10,735.00	
			\$6,300.00	\$4,435.00		
			Alternate Coat \$1,376.00	Alternate Pant \$950.00		Alternate Set: \$11,630.00
			\$6,880.00	\$4,750.00		
2.Douglas Safety Systems 2655 North Meridian Road Sanford, MI 48657	Honeywell	Yes	\$1,398.22	\$1,196.22	\$12,972.20	
			\$6,991.10	\$5,981.10		
3.Phoenix Safety Outfitters 1619 Commerce Road Springfield, OH 45504	Honeywell	Yes	\$1,365.00	\$1,167.00	\$12,660.00	
			\$6,825.00	\$5,835.00		
				Alternate Pants: \$1,144.00		\$12,545.00
				\$5,720.00		
			\$1,053.00	\$12,090.00		
			\$5,265.00			

Vendor	Manufacturer	Can you hold Price for 2 years	Cost/Coat (5)	Cost/Pant & Suspender (5)	Total Cost (5 sets)
4.SAMM Fire Equipment 4270 Letart Avenue Waterford, MI 48329	Lakeland (Did not submit Turnout Gear Specification Compliance Sheets as Required.)	Yes	Year One \$1,080.00 \$5,400.00 Year Two \$1,118.00 \$5,590.00	Year One \$855.00 \$4,275.00 Year Two \$885.00 \$4,425.00	\$9,675.00 \$10,015.00 *Incomplete Submittal
5.West Short Fire 6620 Lake Michigan Drive Allendale, MI 49401	Fire Dex	Yes	\$1,250.00 \$6,250.00	\$853.00 \$4,265.00	\$10,515.00

*Bid not submitted on City forms through the MITN System.

Linda A. Kunath
Finance Director/Treasurer



CITY OF MOUNT CLEMENS
DEPARTMENT OF PUBLIC SERVICES
MEMORANDUM

TO: Steven Brown, City Manager
FROM: Jeffrey D. Wood, Public Services Director *JDW*
RE: Bucket Truck Replacement
DATE: April 11, 2016

Please be advised that after researching the State of Michigan MI Deal contracts and the MITN Cooperative, the Department of Public Services has found a cab and chassis (truck) which meets our specifications. The lowest bid came from Wolverine Freightliner-Eastside, Inc. in the amount of \$80,121. In addition, the lowest bid for the six yard dump body was MI Deal Contract #071B2200264 from Altec Industries in the amount of \$74,539. The dump body includes an insulated 60 feet aerial platform which has a maximum working height of 65 feet 10 inches that comes with a forestry package. This makes the final cost to replace the existing bucket truck \$154,660.

The vehicle that is currently being utilized to perform the forestry and high reach work is a 1988 Ford F-700 that has exhausted its life expectancy far beyond its expectations. This is a nearly 30 year old vehicle with body deterioration as well as overall stress. In addition, certifying the safety of this piece of equipment is becoming harder and harder and more expensive each year due to its age.

Please be advised that there is money available in the budget to support this expenditure (66144100-985000 Motor Pool Fund/Vehicles) to replace this truck.

With your concurrence, I would like to proceed with this purchase of this equipment as soon as possible. If you have any concerns or need additional information, please feel free to contact me at your convenience.

c: Linda Kumath, Finance Director/Treasurer
Terese Lucci, Purchasing Assistant



107 S. Groesbeck • Mt. Clemens, MI 48043 • (586) 783-2444 FAX (586) 469-8054

April 11, 2016

City of Mt Clemens
RE: RH Municipal Co-op Truck Pricing

Attn: Mr. Jeffrey Wood

Following is Freightliner Chassis pricing information as per your request.
Pricing and Conditions are as per the Rochester Hills Co-op Award Agreement.
Please reference RFP-RH-13-30 dated 8/8/13 and all related documents.

SINGLE AXLE 39,000# GVW CHASSIS
W/ 33,000 GVW PACKAGE

Truck Chassis.....	\$83,114.00
33,000 GVW Package.....	< 9,970.00 >
White.....	N/C
2015 Model Year.....	750.00
2016 Model Year.....	1,200.00
2017 Model Year.....	1,050.00
Air Disc Brake System (33K).....	1,647.00
Forestry Package.....	1,083.00
Power Windows / Locks.....	219.00
Pre-Wire, Break Controller.....	638.00
Manuals.....	390.00
CHASSIS TOTAL: \$80,121.00	


Ken Malkowski
Government Sales Manager



107 S. Groesbeck • Mt. Clemens, MI 48043 • (810) 783-2444 FAX (810) 469-8054

City of Rochester Hills
RE: RFP-RH-13030

ADDITIONAL OPTIONS REQUESTED

OPTION #1 –

Single Axle 26,000# GVW Package w/ 240 HP ISB & 2100 RDS
Ref Spec: RFP-RH-13-030_SA26K_ISB

Single Axle Chassis Price: \$83,114.00
26,000 GVW Package: <17,554.00>
Total Cost: \$65,560.00

OPTION #2 –

Single Axle 33,000# GVW Package w/ 270 HP ISC & 3000 RDS
Ref Spec: RFP-RH-13-030_SA_33K_ISL

Single Axle Chassis Price: \$83,114.00
33,000 GVW Package: < 9,970.00>
Total Cost: \$73,144.00

CONT.

OPTION #3 –

Tandem Axle Upgrade to 114SD w/ 410 HP DD13 & 4500 RDS Package
Ref Spec “RFP-RH-13-030_TA_114-Plow_DD”

Tandem Axle Chassis Price: \$95,304.00
114SD in lieu of 108SD: 1,968.00
410 HP DD13 & 4500 RDS Package: 17,943.00
Total Cost: \$115,215.00

NOTE: Choice of this Option will provide a (1) - Year Chassis Warranty.

OPTION #4 –

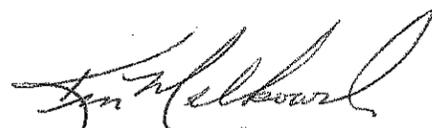
Single Axle Units Only

Driver Controlled Traction Differential for Rear Axle
ADD: \$530.00 per unit

SPECIAL NOTE –

Wolverine will extend to all agencies the opportunity to customize a unit to their specific needs. Options that are desired or required for an application and have not been quoted will be quoted upon request.

All would be subject to availability and compatibility.



Ken Malkowski
Government Sales Manager



innovative *by nature*

Bryan K. Barnett
Mayor

CONTRACT AMENDMENT

City Council

City of Rochester Hills
Purchasing Division
1000 Rochester Hills Drive
Rochester Hills, MI 48309

Stephanie Morita
District 1

Adam Kochenderfer
District 2

Re: RFP-RH-13-030
Contract Amendment 3 – Wolverine Freightliner-Eastside, Inc. - Chassis

Greg Hooper
District 3

This contract is amended as follows:

Thomas W. Wiggins
District 4

Single and Tandem Axle Dump Trucks, Parts, and Related Equipment/Services

Kevin S. Brown
At-Large

Dale A. Hetrick
At-Large

1. Pursuant to RFP-RH-13-030, Prices and Price Adjustments, the following pricing update is effective September 1, 2015.

Mark A. Tisdell
At-Large

- Wolverine Freightliner-Eastside, Inc. Pricing Conditions Revisions

All other provisions of the contract shall remain the same

Lisa Cummins, CPPB
Purchasing Manager



107 S. Groesbeck • Mt. Clemens, MI 48043 • (586) 783-2444 FAX (586) 469-8054

City of Rochester Hills
RE: RFP-RH-13030

PRICING CONDITIONS REVISED

ORDERED BY DECEMBER 25, 2013 –

For Quoted Price in RFP, unit(s) must be ordered by December 25, 2013.
Delivery of the chassis must be requested by September 29, 2014.

Current model year is 2014. If unit is built as a 2015 it will be price protected (no cost increase) as long as it was ordered prior to the 12/25/13 date and requested delivery is before 9/29/14. The 2015 Model Year will begin sometime in the first quarter of 2014.

Units ordered and built during this period will be price protected except for any Federal Mandated Equipment, Major Component Increase, or Transportation Cost Increase.

ORDERED AFTER DECEMBER 25, 2013 –

Units ordered after December 25, 2013 and before June 15, 2014 will be subject to the 2015 Model Year Escalator as follows –

108SD and M2 Models – ADD: \$750.00
114SD Models – ADD: \$1,000.00

Delivery of the chassis must be requested by November 15, 2014.

Units ordered and built during this period will be price protected except for any Federal Mandated Equipment, Major Component Increase, or Transportation Cost Increase.

CONT.

ORDERED AFTER JUNE 15, 2014 –

*** REVISED 5/27/14, PRICING EXTENSION**

The cut-off date for units ordered after 12/25/2013 has been extended.
The original date of June 15, 2014 for order submission has been extended to August 15, 2014. All other conditions will remain unchanged.

ORDERED AFTER AUGUST 15, 2014 –

*** REVISED 8/15/14, PRICING EXTENSION**

The cut-off date for units ordered after 12/25/2013 has been extended again.
The original date of June 15, 2014 for order submission has been extended to September 1, 2014. All other conditions will remain unchanged.

ORDERED AFTER SEPTEMBER 1, 2014 –

Units ordered after September 1, 2014 and before September 1, 2015 will be subject to the 2016 Model Year Escalator as follows –

108SD and M2 Models – ADD: \$1,200.00

114SD Models – ADD: \$1,200.00

The 2016 Model Year Escalator is in addition to the 2015 Model Year Escalator.

Delivery of the chassis must be requested by December 31, 2015.

Units ordered and built during this period will be price protected except for any Federal Mandated Equipment, Major Component Increase, or Transportation Cost Increase.

ORDERED AFTER SEPTEMBER 1, 2015 –

*** REVISED 9/01/15, PRICING EXTENSION**

The cut-off date for units ordered after 9/01/14 has been extended. The original date of September 1, 2015 for order submission has been extended to September 30, 2015. All other conditions will remain unchanged.

ORDERED AFTER SEPTEMBER 30, 2015 –

Units ordered after September 30, 2015 and before September 1, 2016 will be subject to the 2017 Model Year Escalator as follows –

108SD and M2 Models – ADD: \$1,050.00

114SD Models – ADD: \$1,050.00

The 2017 Model Year Escalator is in addition to the 2015 and 2016 Model Year Escalators.

Delivery of the chassis must be requested by December 31, 2016.

2017 Escalator Includes the Model Year Price increase of \$750.00 PLUS the Cost of the GHG17 Emissions (\$300.00) resulting in the Total Increase of \$1,050.00.

Units ordered and built during this period will be price protected except for any Federal Mandated Equipment, Major Component Increase, or Transportation Cost Increase.

ORDERED AFTER 9/01/16 –

*** REVISED 9/01/15, DATE ONLY**

Units ordered after 9/01/16 could possibly be subject to cost increases and would require a review at that time.

Prior to this date, Freightliner has "locked" the pricing to Wolverine except for Federal Mandated Equipment, Major Component Increases and transportation cost increases. What they can control will be price protected.

After this date additional increases could have an effect on pricing. They would be as follows –

- a) Model Year – Increases have averaged between 2% and 4% total. These are traditionally a few small increases during the model year along with a larger increase that goes into effect when the new model year goes into production.
- b) Major Component Increase – A manufacturer of a major component passes on a cost increase. These are the large ticket items. Engines, transmissions, axles, and tires. This does not happen often. It is usually associated with an item that is being discontinued and replaced by the manufacturer.
- c) Federal Mandated Equipment – All cost associated with the addition of equipment mandated and required by the Federal Government will be passed on. This applies regardless when the unit is ordered. We have no knowledge of any requirements in the near future and the next major emissions level is not due until 2017. These items, if mandated, are formally announced and are well publicized.
- d) Transportation Cost – Could increase \$25.00 to \$100.00 per unit.
- e) Unexpected cost increase – Oil prices and the cost of raw materials have affected pricing tremendously in the last several decades. Other factors could also come into play. If any unexpected event creates a cost increase, we would review.

If for any reason there is chassis cost increase, We will immediately inform the City of Rochester Hills and supply documentation, information, and reasons as to why it exists.

This concludes the revision of September 01, 2015

Thank you



Ken Malkowski
Government Sales Manager

**SERVICE AGREEMENT
CITY OF ROCHESTER HILLS**

This agreement made this 12th day of November 2013, by and between the City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, hereinafter called the CITY and Wolverine Freightliner, 107 S. Groesbeck, Mt. Clemens, MI 48043 hereinafter called the CONTRACTOR. NOW THEREFORE, the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

WHEREAS, The City of Rochester Hills has entered into a Master Agreement by and between the CITY and CONTRACTOR, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), for the purchase of Single/Tandem Axle Dump Truck Chassis's, Related Parts and Services.

WHEREAS, said Master Agreement provides that any MITN Purchasing Cooperative Member may purchase Product at prices and pricing structure stated in the Master Agreement. Each entity is responsible for its own payments and is to be considered individually for billing and collection purposes. Each entity will provide its own purchase order and delivery location(s) and must be invoiced separately to the address indicated on their purchase order.

WHEREAS, City of Rochester Hills serves as the Contract Administrator with regards to the Master Agreement.

WHEREAS, The CONTRACTOR agrees to provide all labor, materials, equipment and the means of work to perform **Single/Tandem Axle Dump Truck Chassis's, Related Parts and Services**, as indicated in Request for Proposal (RFP-RH-13-030 for Single/Tandem Axle Dump Trucks, Related Parts and Services) dated June 6, 2013. Work and compensation shall be based on the Contractor's proposal dated August 8, 2013, subsequent proposal information dated October 12, 2013, and the RFP Documents (RFP-RH-13-030 for Single/Tandem Axle Dump Trucks, Related Parts, and Services) and Addendums and attachments included as part of this Agreement.

CONTRACT GENERAL CONDITIONS

With respect to any purchases by any Participating Public Agency pursuant to the Master Agreement, the City of Rochester Hills (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obligated, liable or responsible for any failure by any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. The City of Rochester Hills makes no representation or guaranty with respect to any minimum purchases by the City or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT.

**SERVICE AGREEMENT
CITY OF ROCHESTER HILLS**

This Agreement shall be in effect so long as the Master Agreement remains in effect.

INSURANCE.

The Contractor shall continuously maintain, during the life of the Contract, insurance coverage of the type specified below. The amount of insurance shall be not less than specified in the contract documents.

- (1) Workman's Compensation Insurance as required by the State of Michigan.
 - (2) General Liability with the following coverage inclusions:
 - a. Broad Form General Liability endorsement or equivalent.
 - b. General Liability, Independent Contractor coverage, Products and Completed Operations, Contractual Liability.
 - (3) Vehicle Liability Coverage and Michigan No-Fault Coverage including all owned, non-owned and hired vehicles.
- B. All insurance shall be carried with Insurance Companies authorized to do business in the State of Michigan.

HOLD HARMLESS.

To the fullest extent permitted by law, Vendor agrees to defend, pay in behalf of, indemnify and hold harmless the City of Rochester Hills, its elected and appointed officials, employees and volunteers and others working in behalf of the City of Rochester Hills against any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Rochester Hills, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Rochester Hills by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the contract.

NON-DISCRIMINATION.

The Contractor/Vendor agrees not to discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin or handicap.

In witness whereof, the Parties hereto have executed this Agreement the day and year written above.

CITY OF ROCHESTER HILLS

Signature Bryan K. Barnett

Name Mayor

Title

X Date 11-12-13

WOLVERINE FREIGHTLINER

Signature Ken Malkowski

Name GOVERNMENT SALES MANAGER

Title

Date 11/6/13

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 2
 to
CONTRACT NO. 071B2200264
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Altec Industries, Inc. 5201 West 84th St. Indianapolis, IN 46268	Andy Johnson	Andy.johnson@altec.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(248) 807-9127	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	MDOT	Dan Smith	(517) 334-7767	smithd4@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Yvon Dufour	(517) 284-6996	dufoury@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Truck mounted aerial towers, truck bodies, PTO air compressors, and related truck components.			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 1, 2012	June 30, 2015	2, 1 year options	June 30, 2015
PAYMENT TERMS	F.O.B.	SHIPPED TO	
Net 45	Destination	Various	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 year	June 30, 2016
CURRENT VALUE	VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE		
\$3,000,000.00	\$0.00	\$3,000,000.00		

DESCRIPTION:
 Effective 3/20/2015, the first option year available on this contract is hereby exercised. The revised contract expiration date is 6/30/2016.
 Please note the Contract Administrator has been changed to Yvon Dufour.
 All other terms, conditions, specifications and pricing remain the same. Per agency request, and DTMB Procurement approval.



Attachment A Pricing Equipment List

Altec Industries Inc. Equipment List

Multi-Unit Purchase Discount Program

Category/Title	Manuf. Name	Model #	Unit Purchase Price	0-2 Units % Discount	3-4 Units % Discount	5-6 Units % discount	9 or More Units % Discount
Boom only	Altec	AT200A	\$5,288.00	5	6	7	7
Boom only	Altec	AT-30G	\$15,188.00	5	6	7	7
Boom only	Altec	AT-37G	\$22,488.00	5	6	7	7
Boom only	Altec	AT-40M	\$35,207.00	5	6	7	7
Boom only	Altec	AT-40P	\$32,422.00	5	6	7	7
Boom only	Altec	AT-40S	\$33,473.00	5	6	7	7
Boom only	Altec	TA-50	\$43,507.00	5	6	7	7
Boom only	Altec	TA-55	\$50,912.00	5	6	7	7
Boom only	Altec	TA-60	\$54,218.00	5	6	7	7
Boom only	Altec	AN-755P	\$37,190.00	5	6	7	7
Boom only	Altec	LRV56	\$31,318.00	5	6	7	7
Boom only	Altec	LRV56 rear	\$32,208.00	5	6	7	7
Boom only	Altec	LRV60	\$32,842.00	5	6	7	7
Boom only	Altec	LRV60 rear	\$33,732.00	5	6	7	7
Boom only	Altec	LRV60E70	\$50,627.00	5	6	7	7
Boom only	Altec	60E70 rear	\$51,516.00	5	6	7	7
Boom only	Altec	AM-900P	\$43,061.00	5	6	7	7
Boom only	Altec	A-77T	\$72,960.00	5	6	7	7
Boom only	Altec	AM900E100	\$190,216.00	5	6	7	7
Boom only	Altec	ALB-42S	\$ 43,215.00	5	6	7	7
Boom only	Altec	ALB-50S	\$ 45,795.00	5	6	7	7
84" CA Altec Stock Steel Body	Altec		\$ 9,299.00	5	6	7	7



April 4, 2016
Our 87th Year

Ship To:

City of Mount Clemens
95.Eldredge
Mount Clemens, MI 48043

Bill To:

City of Mount Clemens
One Crocker Boulevard
Mount Clemens, MI 48043

Attn:
Phone:
Email:

Altec Quotation Number: 318132 - 1
Account Manager: Andy Johnson
Technical Sales & Support: Madison Currin Foster

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	ALTEC Model LR7-60 (Replacement for Model LRV-60) Articulating Overcenter Aerial Device with an insulating lower boom, insulating upper boom and the Altec ISO-Grip insulating system at the boom tip installed behind the cab to include the following features:	1	\$32,842.00
	A. Ground to Bottom of Platform Height: 60.3 feet (18.4 meters).		
	B. Working Height: 65.3 feet (19.9 meters).		
	C. Maximum reach to edge of platform with Upper Boom Non- overcenter (working position): 44.8 feet (13.6 meters) at platform height of 28.6 feet (8.7 meters)		
	D. Maximum reach to edge of platform with Upper Boom Overcenter: 48.4 feet (14.8 meters) at platform height of 9.8 feet (3.0 meters)		
	E. Continuous rotation.		
	F. Lower Boom Articulation: 0 to 125 degrees.		
	G. Lower Boom Insulator provides 15 inches (38.1 centimeters) of isolation.		
	H. Upper Boom Articulation: 0 to 270 degrees.		
	I. Platform capacity: 400 lbs (181.44 kilograms)		
	J. Platform leveling: achieved by a single leveling chain and 3/4" fiberglass rods in the upper and lower booms. This lifetime system is very low maintenance.		
	K. Hydraulic system: Open center (full pressure), maximum flow of 6.0 to 6.5 gpm (22.7 to 24.6 lpm), maximum operating pressure of 3,000 psi.		
	L. Side-by-Side Boom Stow offers low travel height and easy platform access.		
	M. Maintenance Free Elbow: nitrided to prevent rust, increase hardness and eliminates the need for grease at the elbow.		
	N. Small Boom Tip Profile.		
	O. Altec Patented walking link system features uniform speed, smooth and continuous articulation and low maintenance operation.		
	P. Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and		

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UTILITY EQUIPMENT AND BODIES SINCE 1929



<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	protection. Q. Unit meets or exceeds ANSI 92.2 standards.		
2.	Manual Upper Boom Stow Securing System with support cradle and tie down strap.	1	
3.	Pedestal	1	
4.	Reservoir, 30 Gallon	1	
5.	Sight Gauge for Hydraulic Reservoir, Remote Mounted	1	
6.	Single, One (1) Man, Fiberglass Platform; fixed side mounted. 24 x 24 x 39 inches. Altec Patented ISO-Grip Insulating, Proportional Speed, Upper Control Handle - with safety interlock and interlock guard. Located on the side of the platform nearest the upper boom, mounted on the shaft. Forward/back operates lower boom down/up, tiller operates rotation CW/CCW, and up/down operates upper boom up/down.	1	
7.	One (1) Platform Step - located on the side of the platform nearest the elbow in the stowed position	1	
8.	Platform Cover - Soft vinyl 24 x 24 inch (610 x 610 mm)	1	
9.	Platform Liner 50 kV - 24 x 24 x 39 inches (610 x 610 x 991 mm)	1	
10.	Platform Floor Liner (Scuff Pad), 24 x 24 inches (610 x 610 mm)	1	
11.	Hydraulic Tool Circuit at Platform: Two (2) sets of tool couplers for open center tools, located on the side of the platform nearest the elbow in the stowed position.	1	
12.	Primary A-Frame Outriggers with 5-degree swivel shoe. For installation on a 36 to 40 inch chassis frame height. A. Maximum Spread: 140 inches to the outer edge of shoes B. Ground Penetration: 7 to 11 inches depending on chassis frame height C. Outrigger/Unit Selector Valve D. Outrigger Control Valves: located on the outrigger legs E. Outrigger Motion Alarms F. Outrigger Interlocks: will not allow the unit to be operated until the outriggers have been at least partially deployed	1	
13.	Hydraulic Outrigger Control Valves	1	
14.	Insulating Aerial Device, ANSI Category C, 46kV and Below	1	
15.	Fall Protection System to include one body harness and decelerating type lanyard. Harness has adjustable side buckle on shoulder straps, Velcro chest strap, interlocking buckles on leg straps and nylon web loop fall arrest attachment on back. Lanyard has built.	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	in shock absorber that allows 28 inches (711 mm) of automatic adjustability		
16.	Bolt On Grab Handle for Turntable	1	
17.	Altec Aerial Device Powder Painted White	1	
<u>Unit & Hydraulic Acc.</u>			
18.	HVI-22 Hydraulic Oil (Standard).	35	
19.	Standard Pump For PTO	1	
20.	Hot shift PTO for automatic transmission	1	
21.	Standard PTO/Transmission Functionality for Automatic Transmissions - If chassis is in gear, and PTO switch is activated, PTO will not engage. Chassis will remain in gear. Once the chassis is shifted back into gear the PTO will disengage. For some truck configurations the PTO switch must be turned off to allow the transmission to shift into gear.	1	
<u>Body</u>			
22.	Altec Chip Dump Body 14.5 cubic yard capacity, 96 inches wide x 60 inches high x 132 inches long (2438 x 1524 x 3353 mm) with ladder box on curb side of body and single piece tailgate	1	
A.	Structural Channel stringers and floor channel.		
B.	12 gauge minimum floor plate.		
C.	14 gauge minimum sides and front with full length die-formed reinforcing ribs.		
D.	14 gauge roof.		
E.	Rear top and sides of body reinforced for lower boom support.		
F.	26-1/2 inches (673 mm) high tailgate, hinged curb side with provision to hold open for dumping.		
G.	12 gauge minimum rear under body skirt panel.		
H.	Class "C" Hydraulic hoist, installed, with 45 degree dump angle and body prop.		
I.	LED lighting package, security-mounted, with wiring harness in automotive type loom.		
J.	Two(2) LED strobes mounted in the upper rear corners of the dump body.		
K.	Curb side built-in ladder compartment, 12 inches wide x 25 inches high (305 x 635 mm) with wear pad and internal security chain.		
L.	Pole pruner compartment, 11 inches high (279.4 mm), above ladder compartment with dual shelves and rear locking door. Upper section of rear door opening is open.		
M.	Interior of chip body finished with scratch and corrosion resistant liner		
N.	Underside of chip body undercoated.		

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
O.	Painted White		
23.	Altec T-66 Thru Box with curbside and streetside compartments containing the following:	1	
A.	Streetside: Single compartment (66 inches long x 50 inches high x 26.5 inches deep) with two (2) barn-style doors and one (1) vertical door. Two (2) full width shelves fixed at 11 inches and 25 inches from top. Rubber matting (0.125 inch thick) in bottom on left side for chainsaw storage. Right side has access to horizontal thru compartment extending to curbside.		
B.	Curbside: Single compartment (41 inches long x 50 inches high x 26.5 inches deep) with two (2) barn-style doors. Left side has two (2) full width shelves fixed at 11 inches and 25 inches from top. Right side has six (6) material hooks (3-0-3). Platform mounted behind compartment 12 inches high x 25 inches wide x 26.5 inches deep. Horizontal thru compartment (6 inches high) recessed 12 inches, open to streetside with vertical partitions spaced 10 inches, 6 inches and 9 inches wide with drop-down door. Access step to T-box compartment top.		
C.	Standard features: Bolt-on rotary slam door locks. Gas shock door holders. Door locks are single point with locking cylinders. Finish paint interior compartments the same as exterior. Integrated locking system installed.		
D.	Provide flat plate across top of transverse for walking surface.		
E.	Painted White		

Body and Chassis Accessories

24.	Cab Guard, 140" L, 12 GA Sheet Metal With Non-Skid Surface And Expanded Metal Section At Front, Black Gator Hyde Coating	1	
A.	Cab Guard Mounting Kit		
B.	Front Supports For Cab Guard		
25.	ICC (Underride Protection) Bumper Installed At Rear	1	
26.	T-100 Style Pintle Hitch (30,000 LB)	1	
27.	Set of Safety Chain Loops, Fixed Mounting (Forestry Applications)	1	
28.	Rigid Access Step Under Through Box Side Access Platform	1	
29.	Cab Guard Access Stirrup Step(s) With Grab Handle At Curbside Rear Of Cab Guard	1	
30.	Platform Rest, Rigid with Rubber Tube	1	
31.	Wood Outrigger Pad, 19.5" x 19.5" x 2.25", With Fluorescent Orange Steel Collar Around The Outer Edges And Chain Handle	2	
32.	Outrigger Pad Holder, 20" L x 20" W x 3.5" H, Fits 19.5" x 19.5" x 2.25" And Smaller Pads,	2	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer		
33.	Mud Flaps With Altec Logo (Pair)	1	
34.	Wheel Chocks, Rubber with Metal Hairpin Style Handle, 9.75" L X 7.75" W X 5.00" H (Pair)	1	
35.	Wheel Chock Holders (Pair), For Installation Under Flatbed Or Dump Body	1	
36.	Grab Handle Installed On Top Of Curbside Rear Through Box Compartment	1	
37.	Small Grab Handle Installed On Front Of Dump Body At Through Box Side Access Platform	1	
38.	Slope Indicator Assembly For Machine With Outriggers	1	
39.	Cone Holder, Horizontal Style with Vertical Pivot (Un-folds Upwards), For Mounting On Front Bumper (Holds up to four 15"x15" large cones)	1	
40.	Driveaway Safety Kit	1	
41.	Vinyl manual pouch for storage of all operator and parts manuals	1	
<u>Electrical Accessories</u>			
42.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
43.	4-Corner Strobe Lighting, Amber LED, Two (2) Round Lights in Front Corners of Cab Guard and Two (2) Round Lights at Rear Security Mounted	1	
44.	Strobe and Indicator Lights Wired Battery Hot	1	
45.	Dual Tone Back-Up With Outtrigger Motion Alarm	1	
46.	PTO Hour Meter, Digital, with 10,000 Hour Display	1	
47.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1	
48.	Electric Trailer Brake Controller (Tekonsha Voyager #9030)	1	
49.	Install Outtrigger Interlock System	1	
50.	Altec Modular Panel System (AMPS) - Includes Mounting Panel and Accessory Switches	1	
51.	PTO Indicator Light Installed In Cab	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
<u>Finishing Details</u>			
52.	Powder Coat Unit Altec White	1	
53.	Finish Paint Body Accessories Above Body Floor Altec White	1	
54.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
55.	Apply Non-Skid Coating to all walking surfaces	1	
56.	English Safety And Instructional Decals	1	
57.	Vehicle Height Placard - Installed In Cab	1	
58.	Placard, HVI-22 Hydraulic Oil	1	
59.	Dielectric test unit according to ANSI requirements.	1	
60.	Stability test unit according to ANSI requirements.	1	
61.	Focus Factory Build	1	
62.	Delivery Of Completed Unit	1	
63.	Inbound Freight	1	
64.	Installation - LR7-60 Aerial Device	1	
<u>Chassis</u>			
65.	Chassis Supplied by City of Mount Clemens	1	
<u>Additional Pricing</u>			
66.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	

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Quote Number: 318132 - 1

Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	MiDeal Unit Price		\$32,842.00
	Body/Chip Dump/Electronics/Hydraulics /Labor to install everything on customer supplied chassis		<u>\$41,697.00</u>
	Total		\$74,539.00

Altec Industries, Inc.

BY _____

Madison Currin Foster

Notes:

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EXPLANATION OF CONSENT AGENDA – April 18, 2016

Agenda Item No. 10-A

Set Public Hearing Date for the City of Mount Clemens 2016-2017 Fiscal Year Budget and Millage Rates

As per the City Charter, the proposed budgets were presented at the April 4, 2016, Commission meeting. The public hearing will be set for May 2, 2016, on the proposed budget and the millage rates for the 2016 tax year.

The budget will be advertised in the legal portion of the C & G Journal no later than April 20, 2016, according to the City's Charter.

SUBMITTED BY: Linda A. Kunath, Finance Director/Treasurer

RECOMMENDED MOTION: To set Monday, May 2, 2016, as the date for the public hearing on the proposed City of Mount Clemens budget for the fiscal year 2016-2017 and the millage rates for the 2016 tax year.

EXPLANATION OF CONSENT AGENDA – April 18, 2016

Agenda Item No. 10-B

City Commission Approval of Macomb Educational Telecommunications System (composed of Macomb ISD, the County of Macomb and Comlink, LLC) METRO Act Right-of-Way Permit

Attached is an Application and Permit from Macomb Educational Telecommunications System (composed of Macomb ISD, the County of Macomb and Comlink, LLC) for access to and ongoing use of the public right-of-way for telecommunications providers under the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of Public Acts of 2002, as amended (the “METRO Act”). Macomb Educational Telecommunications System is seeking a five year Unilateral METRO Act Permit to construct, install and maintain telecommunications facilities in the City’s right-of-way in accordance with the terms and conditions of the Permit.

Please note the maps attached to Exhibit A (Public Right-of-Way to be Used by Telecommunication Facilities) were difficult to reproduce and will be available to view at the meeting.

SUBMITTED BY: Michael J. Murray, City Attorney

RECOMMENDED MOTION: Approve and authorize the execution of the Unilateral METRO Act Right-of-Way Permit between the City and Macomb Educational Telecommunications System subject to receipt of proper insurance certificates.

**METRO Act
Unilateral Form
Revised 12/06/02**

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT**

This permit is issued this _____ day of _____, 20____ by City of Mount Clemens.

1 Definitions

- 1.1 Date of Issuance shall mean the date set forth above.
- 1.2 Municipality shall mean the City of Mount Clemens, a Michigan municipal Corporation.
- 1.3 Manager shall mean Municipality's Mayor or his or her designee.
- 1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Right-of-Way oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.5 Permit shall mean this document.
- 1.6 Permittee shall mean the Macomb Educational Telecommunications System (composed of Macomb ISD, the County of Macomb, and Comlink) organized under the laws of the State of Michigan whose address is 44001 Garfield Road, Clinton Township, Michigan 48038. .
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public Right-of-Way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunications Facilities or Facilities shall mean the Permittee's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, two-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby issues a permit under the METRO Act to Permittee for access to and ongoing use of the Public Right-of-Way identified on Exhibit A to construct, install and maintain Telecommunication Facilities on the terms set forth herein.
- 2.1.1 Exhibit A may be modified by Manager upon written request by Permittee.
- 2.1.2 Any decision of Manager on a request by Permittee for a modification may be appealed by Permittee to Municipality's legislative body.
- 2.2 Overlashing. Permittee shall not allow the wires or any other facilities of a third party to be overlashed to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

- 3.1 Permittee Contacts. The names, addresses and the like for engineering and construction related information for Permittee and its Telecommunication Facilities are as follows:

- 3.1.1 The contact person (title and or name), address, phone number and, e-mail address at Permittee's local office (in or near Municipality) is:

Mark Cummins
Assistant Superintendent/CIO
Macomb Intermediate School District
44001 Garfield Road
Clinton Township, MI 48038
586-228-3401
mcummins@misd.net

- 3.1.2 If Permittee's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, person (title and or name), address, phone number and, e-mail

address for them is:

Same as above.

- 3.1.3 The person (title and or name), address, phone number and, e-mail address of Permittee's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is:

Same as above.

- 3.1.4 The person (title and or name), address, phone number and, e-mail address at Permittee's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is:

Same as above.

- 3.1.5 Permittee shall at all times provide Manager with the phone number at which a live representative of Permittee (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency.

- 3.1.6 Permittee shall immediately notify Municipality in writing as set forth in Part 12 of any inaccuracies or changes in the preceding information.

- 3.2 Route Maps. Within ninety (90) days after the substantial completion of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

- 3.3 As-Built Records. Permittee, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Permittee shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

- 4.1 No Burden on Public Right-of-Way. Permittee, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Permittee's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or

interference, due to changed circumstances, Permittee, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Permittee shall do so within a reasonable time period. Municipality will attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Permittee over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Permittee, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Permittee's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Permittee's option, better) condition as that which existed prior to the disturbance. In the event that Permittee, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Permittee shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Permittee shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Permittee's lines on alternate poles which shall state Permittee's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Permittee's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Permittee's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Permittee, shall be marked at its entrance into and exit from each manhole and handhole with Permittee's name and a toll-free telephone number.
- 4.5 Tree Trimming. Permittee may trim trees upon and overhanging the Public Right-

of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Permittee shall dispose of all trimmed materials. Permittee shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.

- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Permittee shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Permittee's use, or the facilities of all users of the poles are required to go underground then Permittee shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Permittee may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Permittee shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Permittee shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Permittee to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Permittee shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Permittee shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Permittee shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Permittee shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended.
- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal

and relocation of Permittee's Facilities in the vacated Public Right-of-Way, Permittee shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Permittee shall relocate its Facilities to such alternate route as Municipality, applying reasonable engineering standards, shall specify.

- 4.10 Relocation. If Municipality requests Permittee to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Permittee shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality, applying reasonable engineering standards, shall specify. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Permittee if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality will attempt to provide notice to Permittee. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Permittee shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Permittee shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Permittee has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Permittee shall relocate its Facilities underground in the same location at Permittee's sole cost and expense.
- 4.14 Identification. All personnel of Permittee and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Permittee's name, their name and photograph. Permittee shall account for all identification cards at all times. Every service vehicle of Permittee and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Permittee's name and telephone number.

5 Indemnification

- 5.1 Indemnity. To the extent permitted by law, Permittee shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Permittee, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Permittee's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Permittee, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice. Cooperation. Municipality will notify Permittee promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality will cooperate with Permittee in every reasonable way to facilitate the defense of any such claim. Municipality will consult with Permittee respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality will not settle any claim subject to indemnification under this Part 5 without the advance written consent of Permittee, which consent shall not be unreasonably withheld. Permittee shall have the right to defend or settle, at its own expense, any claim against Municipality for which Permittee is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Permittee shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Permittee may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.
- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
- 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000).
- 6.1.3 Automobile liability insurance in an amount not less than One Million

Dollars (\$1,000,000).

- 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
- 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Permittee shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.
- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Permittee shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Permittee's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Permittee, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Permittee's policies).
- 6.6 Insurance Primary. For negligence of the Permittee arising out of its operations,

Permittee's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Permittee's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

7.1 Term. The term ("Term") of this Permit shall be until the earlier of:

7.1.1 Five (5) years from the Date of Issuance; or

7.1.2 When the Telecommunication Facilities has not been used to provide telecommunications services for a period of one hundred and eighty (180) days by Permittee or a successor or an assignee of Permittee; or

7.1.3 When Permittee, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or

7.1.4 Upon either Permittee or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or

7.1.5 Unless Manager grants a written extension, one year from the Date of Issuance if prior thereto Permittee has not started the construction and installation of the Telecommunication Facilities within the Public Right of-Way and two years from the Date of Issuance if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

8.1 Municipal Requirement. Municipality may require Permittee to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

- 9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

- 10.1 Removal; Underground. As soon as practicable after the Term, Permittee or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Permittee shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Permittee's sole cost and expense.
- 10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.
- 10.2 Removal; Above Ground. As soon as practicable after the Term, Permittee, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.
- 10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Permittee as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.
- 11 Assignment. Permittee may assign or transfer its rights under this Permit, or the persons or entities controlling Permittee may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Permittee's business, or by other means, subject to the following:
- 11.1 No such transfer or assignment or change in the control of Permittee shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Date of Issuance until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

11.2 After the completion of such construction, Permittee must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Permittee's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Permittee shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Permittee may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, to:

City Manager
City of Mount Clemens
74274 Burk Street
Mount Clemens, MI 48005

12.1.2 If to Permittee, to:

Mark Cummins
Assistant Superintendent
Macomb Intermediate School District
44001 Garfield Road
Clinton Township, MI 48038
586-228-3300
mcummins@misd.net

Jako van Blerk
Chief Information Officer
Information Technology Department
Macomb County
117 South Groesbeck Hwy.
Mount Clemens, MI 48043
586-469-6075
Jako.vanBlerk@macombgov.org

12.2 Change of Address. Permittee and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 No Cable, OVS. This Permit does not authorize Permittee to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Effectiveness. This Permit shall become effective when Permittee has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acknowledgement of receipt, below.

13.3 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

13.4 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Permittee and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.5 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

City of Mount Clemens

By: _____

Its: _____

Date: _____

Acknowledgement of Receipt: Permittee acknowledges receipt of this Permit granted by Municipality.

Macomb Educational Telecommunications System

Member: Comlink

Member: Macomb County

Member: Macomb ISD

By: [Signature]

By: [Signature]

By: [Signature]

Its: UP Network

Its: **Mark F. Deldin**
Chief Deputy County Executive

Its: Asst. Supt. / OTO

Date: 2-22-16

Date: 4-6-16

Date: 4/11/16

Exhibit A

Public Right-of-Way to be Used by Telecommunication Facilities

Exhibit B

Insurance

CERTIFICATE OF INSURANCE

12/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

THIS IS TO CERTIFY THAT: **Great Lakes Comnet, Inc.**
 1515 Turf Lane
 East Lansing, MI 48823



**FEDERATED RURAL ELECTRIC
 INSURANCE EXCHANGE**

NAIC: 11118
 P.O. Box 15147, Lenexa, KS 66285-5147
 (913) 541-0150 fax (913) 541-9004
 www.federatedrural.com

IS, AT THE ISSUE DATE OF THIS CERTIFICATE, INSURED BY THE COMPANY UNDER THE POLICY(IES) LISTED BELOW. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY DATES	LIMITS (\$)	
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE-BASIS COMPREHENSIVE FORM PREMISES / OPERATIONS FIRE / EXPLOSION & COLLAPSE PRODUCTS / COMP OPS CONTRACTUAL BROAD-FORM PROPERTY DAMAGE NO GENERAL AGGREGATE	21 ARB 035-14	11/18/2014 to 11/18/2016	EACH OCCURRENCE	\$2,000,000
			DAMAGE TO RENTED PREMISES	\$2,000,000
			MED EXP (PER PERSON)	\$1,000
			PERSONAL & ADV INJURY	\$2,000,000
AUTOMOBILE ANY AUTO HIRED & NON-OWNED AUTO GARAGE LIABILITY (ANY AUTO)	21 ARB 035-14	11/18/2014 to 11/18/2016	COMBINED SINGLE LIMIT (EACH ACCIDENT)	\$2,000,000
			COMP DEDUCTIBLE	\$250
			COLLISION DEDUCTIBLE	\$500
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	21 WC 035-15	11/18/2015 to 11/18/2016	WC LIMITS	STATUTORY
			E.L. EACH ACCIDENT	\$500,000
			E.L. DISEASE EACH EMPLOYEE	\$500,000
			E.L. DISEASE - POLICY LIMIT	\$500,000
ALL-RISK BLANKET PROPERTY	21 ARB 035-14	11/18/2014 to 11/18/2016	PROPERTY LIMIT	\$15,744,270
			PROPERTY DEDUCTIBLE	\$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EQUIPMENT / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 See attached Miscellaneous Endorsement adding the Certificate Holder as an additional insured.

CERTIFICATE HOLDER:
 CITY OF MOUNT CLEMENS
 ONE CROKER BLVD
 MOUNT CLEMENS, MI 48043

CANCELLATION:
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:

Wm. C. West



**FEDERATED RURAL ELECTRIC
INSURANCE EXCHANGE**

This endorsement changes the policy. Please read it carefully.

Miscellaneous Endorsement

Effective 12/16/2015 12:01 a.m. standard time, this endorsement forms a part of Policy No. 21 ARB 035-14 issued by Federated Rural Electric Insurance Exchange to Great Lakes Comnet, Inc.

In consideration of the premium charged, Federated and the Insured agree, subject to all provisions of the policy except as modified herein, as follows:

The City of Mount Clemens, Michigan, is added as an additional insured only with respect to liability caused, in whole or in part, by operations performed by, or on behalf of, the policyholder. Liability caused by the sole negligence, intentional act or omission of the additional insured is not covered.

Federated will provide 30 days notice to the additional insured of policy cancellation or material coverage changes to the mailing address, email address or facsimile phone number shown on the latest certificate of insurance issued to the additional insured.



FEDERATED RURAL ELECTRIC
INSURANCE EXCHANGE

This endorsement changes the policy. Please read it carefully.

Miscellaneous Endorsement

Effective 11/18/2014 12:01 a.m. standard time, this endorsement forms a part of Policy No. 21 UMB 035-14 issued by Federated Rural Electric Insurance Exchange to Great Lakes Comnet, Inc.

In consideration of the premium charged, Federated and the Insured agree, subject to all provisions of the policy except as modified herein, as follows:

It is hereby understood and agreed that the following entities are included as Named Insureds under this policy:

ComLink, LLC
Core Networks, LLC
Clinton County Telephone Company dba Westphalia Telephone Company
Westphalia Broadband, Inc.



CERTIFICATE OF LIABILITY INSURANCE

MACO-13

OP ID: SJ

DATE (MM/DD/YYYY)

12/23/15

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Nickel & Saph, Inc. P. O. Box 46907 Mt. Clemens, MI 48046-6907 Stephen R. Saph Jr.	Phone: 586-463-4573 Fax: 586-463-3135	CONTACT NAME: Stephen R. Saph Jr. PHONE (A/C, No, Ext): 586-463-4573 FAX (A/C, No): 586-463-3135 E-MAIL ADDRESS: stephenjr@nickelsaph.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Macomb County John P. Anderson, Esq. 120 N. Main St. 2nd Floor Mount Clemens, MI 48043	INSURER A: Illinois Union Insurance Co.		27960
	INSURER B: Safety National Casualty Corp.		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			PEP G24551003 003	07/01/15	07/01/16	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ Excluded
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 5,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 5,000,000
								\$
A	AUTOMOBILE LIABILITY			PEP G24551003 003	07/01/15	07/01/16	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SP 4052862	05/01/15	05/01/17	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Regarding Fiber Optic WAN Right-of-Way.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF M City of Mount Clemens One Crocker Blvd. Mt. Clemens, MI 48043	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Stephen R. Saph Jr.
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CERTIFICATE OF INSURANCE

Producer SET SEG 415 W. Kalamazoo Street Lansing, MI 48933	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
COMPANIES AFFORDING COVERAGE	
Insured Macomb ISD 44001 Garfield Road Clinton Township, MI 48038-1100	A MASB-SEG Property/Casualty Pool, Inc. B SEG Workers' Compensation Fund

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premises/Operations <input checked="" type="checkbox"/> Incidental Medical Malpractice Coverage <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury	PC-00371-201507	7/1/15	7/1/16	BI & PD COMBINED OCCURRENCE BI & PD COMBINED AGGREGATE PERSONAL INJURY OCCURRENCE PERSONAL INJURY AGGREGATE	\$1,000,000 N/A \$1,000,000 N/A
B	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	SP 4046151	7/1/15	7/1/16	WORKERS' COMPENSATION EMPLOYERS' LIABILITY	STATUTORY \$1,000,000

DESCRIPTION Regarding the Fiber Optic WAN Right of Way

CERTIFICATE HOLDER City of Mount Clemens One Crocker Blvd. Mount Clemens, MI 48043	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
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AUTHORIZED REPRESENTATIVE



Karen Carr
 PROPERTY/CASUALTY DEPARTMENT

Date January 14, 2016

EXPLANATION OF CONSENT AGENDA – April 18, 2016

Agenda Item No. 10-C

Commission Approval of a Resolution Designating Arbor Week and Arbor Day

The Mount Clemens City Commission is requested to adopt the attached resolution designating April 25, 2016 through April 29, 2016, as Arbor Week and April 29, 2016, as Arbor Day.

SUBMITTED BY: Barb Dempsey, Mayor

RECOMMENDED MOTION: Approve the resolution designating Arbor Week and Arbor Day.

RESOLUTION

- WHEREAS,** in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and
- WHEREAS,** the first Arbor Day was celebrated more than 140 years ago with the planting of more than a million trees in Nebraska; and
- WHEREAS,** Arbor Day is now observed throughout the nation and world; and
- WHEREAS,** trees in the City of Mount Clemens help to reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clear the air, produce life-giving oxygen, increase property values, enhance the economic vitality of our business district, beautify our neighborhoods and provide habitat for wildlife; and
- WHEREAS,** Mount Clemens has been designated a “**Tree City USA**” by the National Arbor Day Foundation for the last 30 years, an honor for which we are quite proud.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the City Commission of the City of Mount Clemens do hereby designate April 25 through April 29, 2016, as Arbor Week, with Friday, April 29, 2016, being designated as

ARBOR DAY

in the City of Mount Clemens. We commend our Beautification Advisory Committee members, and employees of the Public Services Department and citizens of Mount Clemens for their conscientious efforts in planting, maintaining and replacing trees within our City. We encourage our citizens to plant trees to gladden the heart and promote the well-being of this and future generations. As a contribution to this ecological cause, the Mount Clemens Beautification Advisory Committee (partners in Education) will assist the 3rd grade students of Seminole Elementary School with the planting of a Columnar Oak tree on the school grounds. This will be the 16th year that the students will have planted a tree in celebration of Arbor Day. Also, during Arbor Week, the Seminole School students and staff, in partnership with the Mount Clemens Beautification Committee, will use the Arbor Day Foundation curriculum to recognize the importance and diversity of the Oak Tree. Each student will then design a healthy and diverse community landscape plan.

Throughout Arbor Week, Tree City USA flags will fly at City Hall, the Community Center and the Public Services Office.

BE IT FURTHER RESOLVED that this Resolution be made a permanent part of the records of the City of Mount Clemens and an appropriate copy be presented to the Mount Clemens Beautification Advisory Committee as a small token of our appreciation for their dedication and continuing efforts in enhancing and beautifying our City.

ADOPTED: April 18, 2016

CITY OF MOUNT CLEMENS,
a Michigan Municipal Corporation

By: _____
Barb Dempsey, Mayor of Mount Clemens

By: _____
Lisa Borgacz, City Clerk

EXPLANATION OF CONSENT AGENDA – April 18, 2016

Agenda Item No. 10-D

Request Permission to Hold the St. Mary School Family Fun Run/Walk on Saturday, June 11, 2016

St. Peter Parish and St. Mary School are requesting permission to hold their annual Family Fun Run/Walk on Saturday, June 11, 2016, from 8:00 a.m. to 10:30 a.m. The event would include staff, students and families participating in a 5K and 1 mile run and walk through the neighborhood. Maps of the routes are enclosed.

No street closures are being requested. The run/walk will take place on City sidewalks. Volunteers will be stationed at crosswalks at those points where the route crosses an intersection.

A Certificate of Liability Insurance naming the City will be required as a condition of approval.

SUBMITTED BY: Brian L. Tingley
Community Development Director

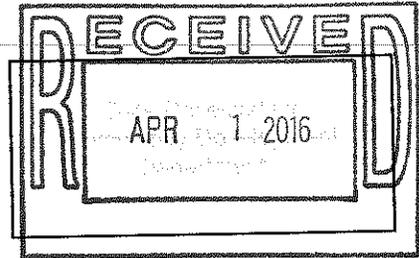
RECOMMENDED MOTION: Move to approve the St. Mary School Family Fun Run/Walk on Saturday, June 11, 2016, from 8:00 a.m. to 10:30 a.m.



**CITY OF MOUNT CLEMENS
APPLICATION FOR SPECIAL EVENT APPROVAL**

ONE CROCKER BLVD., MOUNT CLEMENS, MI 48043
(586) 469-6818 EXT. 901 FAX (586) 469-7695

www.cityofmountclemens.com



**NOTE: A COMPLETE AND DETAILED SITE PLAN/SITE MAP OF THE PROPERTY SHOWING THE EVENT AREA IS REQUIRED. PLAN MUST SHOW LOCATIONS OF SIGNS, TENTS OR ANY STRUCTURES, AMUSEMENT RIDES, FOOD SERVICES, PARKING AREA, THE LOCATION OF EXISTING BUILDINGS, ETC. REQUEST WILL NOT BE REVIEWED UNTIL THIS PLAN IS RECEIVED.
IF A TENT IS TO BE ERECTED, SPECIFICATIONS ARE REQUIRED
ADDITIONAL PERMITS MAY BE REQUIRED FOR BUILDING, ELECTRICAL AND MECHANICAL, IF APPLICABLE.**

Sponsoring Organization's Legal Name: St. Peter Parish ~ St. Mary School
Address: 2 Union St. City Mt. Clemens State MI Zip 48043
Phone: Office: 586 468 4570 Cell: _____ Email: jen.muhlenkamp@live.com
Sponsoring Organization's Agent's Name: Jen Muhlenkamp
Address: _____ City _____ State _____ Zip _____
Phone: Office: _____ Cell: 586 549 6975 Email: _____
Event Name: 5K & 1 Mile Fun Run Walk
Event Purpose: _____
Event Location: 2 Union St & Surrounding Sub
Event Date: Sat June 11th
Event Time(s): 8-10:30 am

GIVE A DETAILED DESCRIPTION OF THE PROPOSED SPECIAL EVENT: (use back or attach additional sheets if necessary)

5K followed by a 1 mile fun run walk in the sub around the school

IS THE EVENT OPEN TO THE GENERAL PUBLIC YES NO
NUMBER OF PEOPLE PROPOSED TO ATTEND OR PARTICIPATE EACH DAY: 300

WILL ELECTRIC EQUIPMENT BE USED AND/OR WILL WATER HOOK-UPS BE REQUIRED _____ YES _____ NO
IF YES, PLEASE DESCRIBE THE PROPOSED LOCATION(S): _____

WILL TENTS BE USED DURING THE EVENT? YES NO

WILL THE EVENT HAVE FOOD OR OTHER VENDORS? YES NO
*** ALL FOOD VENDORS MUST BE APPROVED BY THE MACOMB COUNTY HEALTH DEPARTMENT.

WILL ALCOHOL BE SERVED OR SOLD AT THE EVENT? YES NO
***IF YES, PLEASE PROVIDE PROOF OF LIQUOR LIABILITY INSURANCE AND APPROVAL BY THE LCC

WILL ANY CITY SERVICES BE REQUIRED FOR THIS EVENT? YES NO
IF YES, DESCRIBE IN DETAIL THE TYPE OF SERVICES REQUESTED:
***THE CITY MAY CHARGE THE ACUTAL COST OF PROVIDING THESE SERVICES FOR THE EVENT.

IS ANY SIGNAGE PROPOSED? YES NO
IF YES, NOTE LOCATIONS OF ANY SIGNS PROPOSED ON THE MAP PROVIDED WITH THIS APPLICATION.

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that

- a) A Certificate of Insurance must be provided which names the City of Mount Clemens as an additional insured party on the policy.
- b) All food vendors must be approved by the Macomb County Health Department
- c) The approval of this Special Event may include additional requirements and/or limitations, based on the City's review of this application. The event will be operated in conformance with the approved guidelines from the City Commission. Such additional requirements may include but are not limited to the procurement of permits and/or inspections in regards to health services, electric or water services, fire issues, or a certificate of use from the building department. Please note: You should contact the Mount Clemens Fire Inspector regarding specific tent requirements well in advance of your event. A certificate of Flame Resistance for the Tent needs to be provided 10 days prior to the date of event/sales.

As the duly authorized agent of the sponsoring organization, I herby apply for the approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the City's Special Event Policy, the terms of the approval as given by the City Commission, all other City requirements, ordinances and other laws which apply to this Special Event.


Applicant's Signature

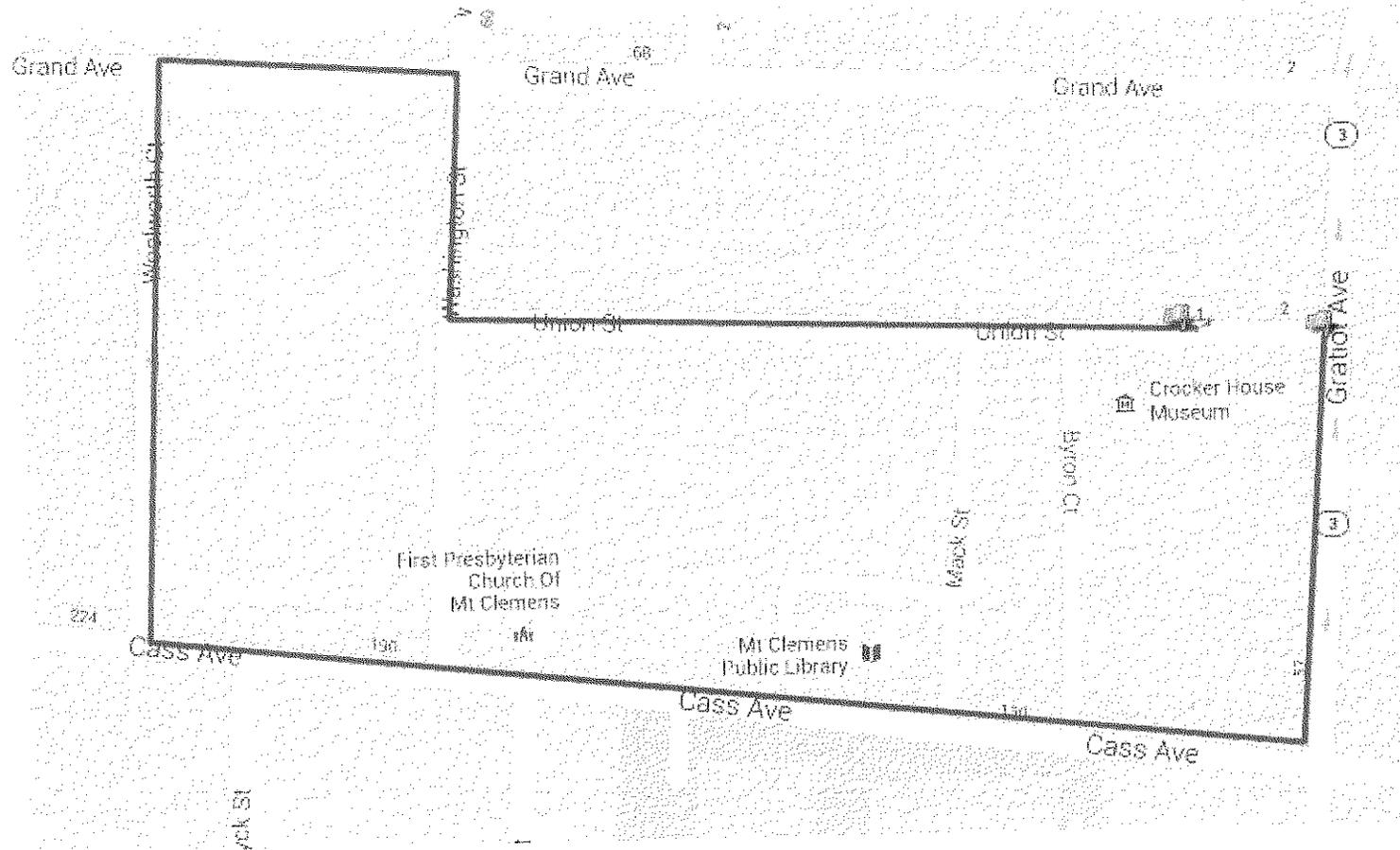
3-27-16
Date

Jenny Muhlenkamp
Printed Name of Applicant

For City Use Only:
Approved _____
Approved, with Conditions _____
Denied _____
Date of City Commission Decision _____



St. Mary School Family Fun Run/Walk 1 Mile Route

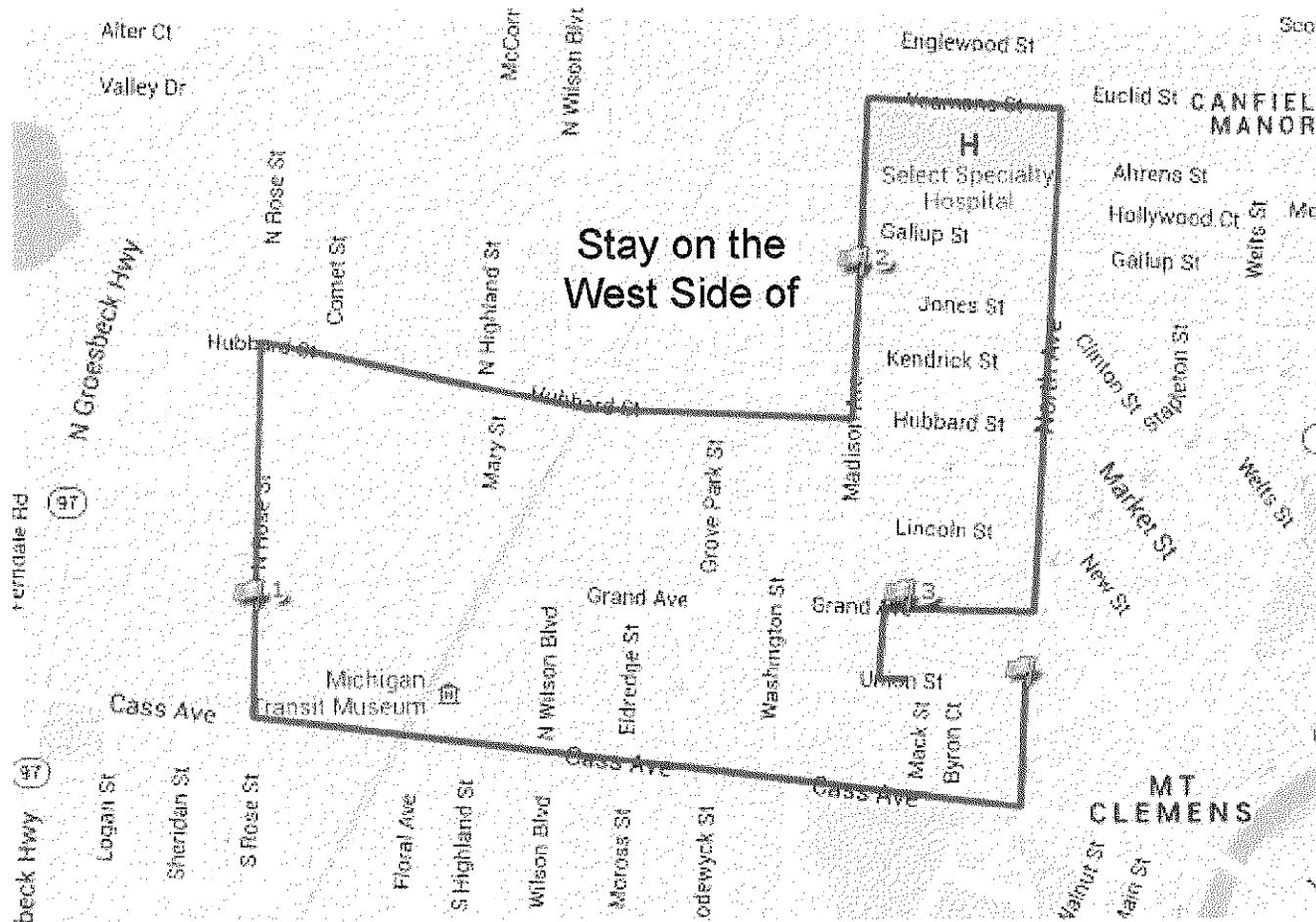




St. Mary School Family Fun Run/Walk 5K Route



Cross North
Rose to run on
the West Side
of North Rose



The race will start in the parking lot. There will be a cone on the side you should cross to so that you have a side walk on your path. When you come to the end you will go West on grand and then cut through the fenced walk right behind the playground and then run back to the parking lot 😊

EXPLANATION OF AGENDA – March 21, 2016

TO: The Honorable Mayor Barb Dempsey and
All City Commissioners

FROM: Steven M. Brown, City Manager

DATE: April 15, 2016

RE: Report from the City Manager’s Office

1. Taxpayers for Michigan Constitutional Government (TMCG): The City is an active participant in Macomb Area Communities for Regional Opportunities (MACRO). TMCG is a recent initiative that has come up through MACRO. This is a group that was formed to challenge the State on the minimum local government support as established by the State Constitution.

There is a minimum percentage of funding that is to be provided to local governments under Headlee, etc. Further, guidelines exist about what can and cannot be included by the State in determining whether they meet the requirements. TMCG is preparing a legal challenge that asserts the State DOES include items they cannot in their calculations of local support payments (please see the attached informational piece on this effort). As an example, the State counts payments to local governments to perform obligations of the State such as maintenance along state trunk line roads as local government support. TMCG estimates the revenue shortfall from these and other actions by the State at over \$3 billion annually. These are dollars that could have supported local governments in their critical task of providing the most important services that residents rely on everyday such as public safety, refuse collection, road maintenance, etc. They should be there at the proper levels and amounts in the future.

TMCG has asked local communities to support this legal challenge by contributing \$1,500 to a fund to cover expert testimony and other legal costs. City Administration will be submitting our \$1,500 payment to support this worthy effort as soon as possible.

2. Website Update: We have added/shifted a variety of new/existing content related to stormwater to our website.

We created a new page titled “Environmental and Stormwater” under Services and shifted content from the Utilities page to this new page AND added a variety of new informational resources as well. We also added one of the new links from this page (Household Hazardous Waste (HHW) Information) to the Helpful Links page under Government.

The intent here is to make this important information more obvious and readily available to our users of the website.

3. Volunteerism: The Mayor has an important message in our April/May/June Clementimes Newsletter regarding volunteerism. She points out that April is National Volunteer Month and encourages citizens in Mount Clemens to volunteer for a board or committee assignment. Please see the newsletter for this important message AND consider visiting the website (www.cityofmountclemens.com) for more information on how to get involved with your City! You can find an application under Government/Boards and Committees on the website.
4. Budget Message: First, please see the Clementimes newsletter for a new item covering a Budget Update on page 1. Your Mayor and Commission asked that City Administration add this new item to the newsletter to provide residents and others with important information on how Mount Clemens is putting your tax dollars to work. This kind of information will be provided on a regular basis through the Clementimes Newsletter. Please let me know what you think of this issue's content by contacting me at 586-469-6818, ext. 7 or at sbrown@cityofmountclemens.com as we always value your feedback.
5. Unused Prescription Drug Information: The issue of safe disposal of prescription drugs is gaining a great deal of attention. People often dispose of unused prescription medication by flushing it down a toilet or simply placing it in the garbage. This can have the unfortunate consequence of actually having trace amounts of these drugs being present in our water supply. Further, if these medications are left around the house, it can contribute to abuse by teens and other populations. Therefore, we would like to encourage people to dispose of these excess prescription drugs safely. In Mount Clemens, the Macomb County Sheriff Department operates a disposal site for prescription drugs (liquids and sharps (needles and syringes) are NOT accepted). The site is located at 43565 Elizabeth Road. Please call 586-469-5151 for more information.

MICHIGAN CONSTITUTIONAL GOVERNMENT

It's Time MACRO!

It's time to join the movement and stand up for ourselves and the taxpayers we work for and represent. We've talked about the extreme shortfalls in municipal revenue and the State's failure to meet Headlee requirements time and time again. Talking only gets you so far. It's time to take action.

Staffed with Taxpayers for Michigan Constitutional Government and take action against the State's unlawful accounting practices. The State's actions have led us to the point where the future of our communities are in jeopardy.

We are half-way to our funding goal of \$30,000. If every community represented here made a donation today, TMCG could file suit and begin discovery this week. A donation of \$1,500 is nothing compared the the losses we've each experienced as a result of the State's shady accounting maneuvers.

This is an issue we've discussed again and again. What's stopping you from making a donation? The case is solid and the time to act is now, not a month from now, right now. Right now, the people in this room have the opportunity to effect significant change in the future. Do your part; fight for your community and donate today.

Headlee Quick Facts

- The Michigan Constitution's revenue sharing requirement was established by the Headlee Amendment in 1978.
- The minimum percentage payment may not include State payments resulting from a tax shift, payments made to local agencies that are not political subdivisions of the State, or payments made to local governments to perform obligations of the State.
- The State is including all three of these prohibited payments in the calculation of the minimum percentage payment.
- The State's violation has meant a shortfall in payments to local government in excess of \$3 billion annually.
- This is not the first time the State has included prohibited payments in the calculation of the minimum percentage payment.
- In 1989, the Michigan Court of Appeals ruled that the State was violating the Constitution by including Department of Mental Health funds in the calculation of the minimum percentage payment.
- The original minimum payment percentage was set at 41.6 percent. The 1989 Court of Appeals ruling increased it to 48.97 percent.
- By deducting tax shift funding resulting from Proposal A, the State paid well under 48.97 percent to local governments in 2013. This percentage falls even further when monies paid to Charter Schools and to maintain local trunk lines are deducted from the calculation.
- In 2013 alone, the State included \$1 billion in payments to charter schools in the calculation of the minimum percentage payment.

MICHIGAN CONSTITUTIONAL GOVERNMENT

Case Notes

Major Trunk Lines — The Headlee Amendment clearly states that the government cannons include monies paid to local governments to perform obligations of the State in the calculation of the minimum mandatory payment. Maintaining major trunk lines is an obligation of the State and therefore should not be included in the calculation for the MPP. The State has continually included payments made to municipalities for the maintenance of major trunk lines in the calculation of the MPP. The 1987 ruling by the Michigan Court of Appeals in *Oakland County v. the State of Michigan*, funding to mental health facilities could not be included in the minimum percentage payment as it was an obligation of the state.

Charter Schools — The Headlee Amendment allows for the State to include payments to political subdivisions of the State in the calculation of the MPP. Under this allowance, the State has included payments made to charter schools in the calculation of the MPP. Charter schools are not political subdivisions of the State and therefore monies paid to them should not be included in the calculation of the MPP. The 2004 opinion (No. 7154) of then Attorney General, Mike Cox, charter schools are not political subdivisions of the State.

Proposal A — The Headlee Amendment states that monies raised through tax shifts cannot be included in the calculation of MPP. Proposal A clearly constitutes a tax shift. There is no background in the legislative history or ballot language to prove that Proposal A was intended to alter or abrogate the tax shift prohibition of the Headlee Amendment. Therefore, Proposal A constitutes a tax shift as it essentially was a tax on the the same tax payers that was shifted from a property tax to a sales tax and then was paid to local school districts to supplant State revenue that local governments were entitled to receive. In the early 1990's, the State carried out two reforms to Michigan Public Education that materially impacted its payments to local governments. The first was the repeal of power of local school districts to levy property taxes for public school operations, effectively eliminating approximately \$6.4 billion in school funding and leaving Michigan Public Schools insolvent. Gridlock prevented the State Legislature from solving the problem. This led to the adoption of Proposal A in 1994, which lifted the State constitutional limit on sales tax by 2 percent and earmarked the increased revenues for local school districts to replace lost property tax revenue.

Checks can be made payable to Taxpayers for Michigan Constitutional Government. TMCG is a non-profit tax exempt organization. For more information call John Mogk at (313) 204-6635 or Steve Duchane at (586) 524-6927 or sduchane@eastpointecity.org.

TAXPAYERS FOR MICHIGAN CONSTITUTIONAL GOVERNMENT

President John Mogk | Treasurer Steve Duchane | Secretary Nick Guttman

23200 Gratiot Ave. Eastpointe, MI 48021