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AGENDA

CITY COMMISSION MEETING

Monday, April 20, 2015

7:00 PM

1. Call to Order.
2. Pledge of Allegiance.

Cub Scout Pack 1070 Tiger Cubs will lead the Pledge of Allegiance.
3. Roll Call.
4. Announcements, Acknowledgments and Communications and Reports, including Quarterly Department Head Reports.
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 - Request City Commission Approval of a Contract for Utilities Department Management.

9-B - Approve Purchases and Payment of Invoices.

10. Consent Agenda.

10-A - Appointments to Boards, Committees and Commissions.

- Appointment of Lisabeth Taylor to the Beautification Advisory Committee.

10-B - Request Approval of an Amended 2015 Downtown Development Authority Calendar of Events.

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

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

EXPLANATION OF AGENDA – April 20, 2015

Administrative Response to Issues or Questions Raised During Previous Meetings

1. Street Flooding

Commissioner Rheker inquired about pumping water out of a flooded street during a heavy rain event. The City actually places restrictor plates on catch basins in areas prone to issues with water in basements by design. The idea is to slow the water flow into catch basins by temporarily “storing” water above ground to eliminate or limit basement issues in the area.

The area of Gratiot Court and Boehme is regularly reviewed because of the issues occurring in the area with flooded basements. As previously discussed, we expect to receive grant funding that will allow development of an asset management plan that will help the City address the issues here.

2. 230 North Avenue

The City does not license facilities such as Liberties, Inc. which operates at this location. Instead, they are under the responsibility of the Michigan Department of Community Health and county mental health agencies. The location is properly zoned and Liberties, Inc. is current with its business registration with the City. If a resident has concerns related to loitering, etc., we suggest you contact the Sheriff at (586) 469-5151.

3. Sidewalk Program

A sidewalk program was the subject of discussion at a recent Work Session of the Mayor and Commission. After discussion, a request was made of City Administration to bring a few specific options forward for discussion. A sidewalk program will require setting aside some level of funding for program implementation. Therefore, the current intent is to determine Mayor and Commission plans in that regard and then proceed with presenting options at a future meeting, given the funding plan. Our next Fiscal Year 2016 Budget Work Session is scheduled for 04/20/15 at 5:00 PM.

4. 263 Euclid

The City has filed a complaint with 41B District Court to require the property to register as a rental dwelling and to allow the City to conduct a rental inspection. A May court date has been scheduled.

5. 249 Cass Avenue

The DEQ issued their clearance of this demolition and a new demolition permit has been issued. Equipment was on site at the time this was prepared.

6. 217 N. Walnut

The clean up at this site is on hold until the lifting of the frost law restrictions which is expected on April 20th.

CITY COMMISSION MEETING

County of Macomb
State of Michigan

April 6, 2015
Commission Chambers

A regular meeting of the Mount Clemens City Commission was held on Monday, April 6, 2015, 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, Lois Hill, Denise Mentzer and Joseph Rheker. Absent from the meeting were Commissioners Gary Blash and Ronald Campbell. Also in attendance were Michael Murray, City Attorney and Lisa Borgacz, City Clerk.

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

Commissioner Rheker made a motion, supported by Commissioner Mentzer, to excuse Commissioner Blash and Commissioner Campbell 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 Rheker made a motion, supported by Commissioner Mentzer, to approve the agenda as amended:

1. Consent Agenda Item 10-A was moved to General Business Item 9-F.

The vote on the motion was:

Ayes: Hill, Mentzer, Rheker

Nays: Bunton, Dempsey

The motion passed.

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 Mentzer, to approve the minutes of the City Commission Regular meeting of March 16, 2015 as presented, and the Work Session of March 23, 2015 and Work Session of March 30, 2015 as corrected. The motion passed unanimously.

INTRODUCTION AND FIRST READING OF THE CONSUMERS ENERGY COMPANY GAS FRANCHISE ORDINANCE WAS CONSIDERED, ITEM 9-A.

April 6, 2015

Commissioner Bunton made a motion, supported by Commissioner Mentzer, to approve the introduction and first reading of the proposed ordinance as to content; to direct the City Clerk to publish a notice indicating that the document is on display for a four-week period; and to set the second reading and adoption for May 18, 2015. The motion passed unanimously.

APPROVAL TO ADOPT A RESOLUTION SUPPORTING A CHARITABLE GAMING LICENSE FOR THE MACOMB CHILDREN'S HANDS-ON MUSEUM WAS CONSIDERED, ITEM 9-B.

Commissioner Hill made a motion, supported by Commissioner Bunton to adopt the resolution in support of a Charitable Gaming License for the Macomb Children's Hands-On Museum, a Michigan non-profit corporation. The motion passed unanimously.

APPROVAL OF A RESOLUTION SUPPORTING THE PARTICIPATION OF MOUNT CLEMENS ELIGIBLE CHILDREN IN HEAD START PROGRAMS WAS CONSIDERED, ITEM 9-C.

Commissioner Rheker made a motion, supported by Commissioner Hill, to approve a resolution in support of increasing the participation of eligible children residing in the City of Mount Clemens in Head Start programs. The motion passed unanimously.

APPROVAL TO ADOPT A RESOLUTION SUPPORTING THE SUBMISSION OF A GRANT APPLICATION TO REPLACE THE CROCKER BOULEVARD BRIDGE WAS CONSIDERED, ITEM 9-D.

Commissioner Rheker made a motion, supported by Commissioner Bunton to adopt the resolution supporting the submission of a grant application to the Michigan Department of Transportation Local Bridge Program for the Crocker Boulevard Bridge replacement. The motion passed unanimously.

APPROVAL OF PURCHASES AND THE PAYMENT OF INVOICES WERE CONSIDERED, ITEM 9-E.

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

APPOINTMENTS TO BOARDS, COMMITTEES AND COMMISSIONS WERE CONSIDERED, ITEM 9-F.

Commissioner Rheker made a motion, supported by Commissioner Bunton, to approve the appointments as presented:

James DeBard was reappointed to the Construction Code Board of Appeals for a 3-year term, which expires June 30, 2017.

Dennis DeWulf was reappointed to the Construction Code Board of Appeals for a 3-year term, which expires June 30, 2017.

Herman Hook was reappointed to the Construction Code Board of Appeals for a 3-year term, which expires June 30, 2017.

April 6, 2015

Paul Boone was reappointed to the Downtown Development Authority for a 4-year term, which expires March 31, 2019.

Cecilia Moloney was reappointed to the Downtown Development Authority for a 4-year term, which expires March 31, 2019.

Stephen Saph Jr. was reappointed to the Downtown Development Authority for a 4-year term, which expires March 31, 2019.

Stephen Saph Jr. was reappointed to the Harbor Commission (DDA Appointee) for a 1-year term, which expires December 31, 2015.

Carolee Schmid was reappointed to the Historic District Commission for a 3-year term, which expires January 31, 2018.

Joe Hiestand was reappointed to the Traffic Safety Committee for a 3-year term, which expires January 31, 2018.

The motion passed unanimously.

THE CONSENT AGENDA WAS CONSIDERED, ITEM 10.

Commissioner Mentzer made a motion, supported by Commissioner Hill, to approve the consent agenda as amended:

In Item 10-B, a request to approve a resolution designating April 20 through April 24, 2015 as Arbor Week and April 24, 2015 as Arbor Day was approved.

In Item 10-C, a request to hold the St. Mary School 2015 Family Fun Run/Walk on Saturday, June 20, 2015 from 8:00 a.m. to 10:30 a.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 7:50 p.m.

Respectfully submitted,

Barb Dempsey, Mayor

Lisa Borgacz, City Clerk

April 6, 2015

CITY COMMISSION WORK SESSION

**County of Macomb
State of Michigan**

**April 13, 2015
Conference Room**

A work session of the Mount Clemens City Commission was held on Monday, April 13, 2015, at 6:30 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 Gary Blash, Roger Bunton, Ronald Campbell, Lois Hill and Joseph Rheker. Absent from the meeting was Commissioner Denise Mentzer. Also in attendance were Steven Brown, City Manager, Michael Murray, City Attorney, Lisa Borgacz, City Clerk, Marilyn D'Luge, Finance Director, Brian Tingley, Community Development Director and Jeff Wood, Public Services Director.

PUBLIC PARTICIPATION WAS CONDUCTED.

REVIEW AND DISCUSSION OF THE PROPOSED 2016 BUDGET WAS CONDUCTED.

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

The meeting adjourned at 8:22 p.m.

Respectfully submitted,

Barb Dempsey, Mayor

Lisa Borgacz, City Clerk

EXPLANATION OF AGENDA – April 20, 2015

Agenda Item No. 9-A

Request City Commission Approval of a Contract for Utilities Department Management

City Administration has taken several steps to fill the vacancy in our Utilities Director position which was created by the retirement of the prior incumbent. These steps have included a hiring search as well as investigation of various contractual alternatives for providing day-to-day management oversight and direction to our Wastewater Treatment Plant, Water Treatment Plant and the associated collection and distribution function.

City Administration conducted a Request for Qualifications (RFQ) process for management services related to our Utilities Department. As a result of the RFQ, F & V Operations and Resource Management (FVOP) was selected as our preferred respondent and discussions with FVOP for provision of professional services were held.

City Administration is recommending that the City finalize a professional services agreement with FVOP for day-to-day management and oversight of our Utilities Department. Additional information is attached to this Agenda Item.

SUBMITTED BY: Steven M. Brown, City Manager

RECOMMENDED MOTION: To enter into a Professional Services Agreement for day-to-day management and oversight of the Utilities Department with F & V Operations and Resource Management for one year with an option to extend as approved by the City Commission; and to authorize the Mayor and City Clerk to execute the Agreement as finalized by the City Attorney.



One Crocker Boulevard
Mount Clemens, MI 48043
Phone: 586-469-6818 Fax: 586-469-6273
www.cityofmountclemens.com

CITY MANAGER INTEROFFICE MEMORANDUM

DATE: April 16, 2015
TO: Mayor & Commission
FROM: Steve Brown 
RE: Utilities Department Management – Follow Up

At the March 16, 2015 Commission Meeting, we first discussed the prospect of executing a contract with F & V Operations and Resource Management (FVOP) under which the company would function as a manager, i.e. a department head if you will, over existing assets and employees which would remain under the control of the City of Mount Clemens. The original packet provided at that meeting is also provided with this memo. To summarize the recommendation included in the original memo, I have copied it below:

The RFQ committee selected FVOP as our preferred provider of professional services in this important role of managing our Utilities Department. Consistent with the committee's selection, I am now recommending the Commission approve the City entering into a contractual arrangement with FVOP with:

- **an initial one-year term, with an option to extend**
- **a monthly rate of \$17,000 per month (\$204,000 per year)**
- **the services to be consistent with the attached draft proposal document dated 03/12/15**
- **the City Administration to finalize the details of the proposal and professional services agreement (draft also attached)**

The outcome of the initial discussion was a tabling of that recommendation until the 04/20/15 Commission Meeting. The discussion at the meeting that led to the tabling of the recommendation to contract with FVOP focused on the question of whether existing employees were asked about their interest in the position. The simple answer to the question was no. However, the position was advertised and no existing employee submitted an application during that process. Subsequent to your March 16th meeting, it has been determined that internal staff interest in filling the position could exist. I use the word "could" purposefully because limited interest has been professed but there has been no discussion of any real details (pay, etc.) in that regard.

After re-evaluating our internal staff possibilities in relation to this critical function of providing day-to-day management, oversight and direction of our Utilities function, the recommendation to contract with FVOP stands. The reasons for this include the cost/benefit analysis and comparison of the RFQ process outcome, i.e. contracting with FVOP, with the possible approach of filling the position internally. This includes a comparison of qualifications, experience, cost, etc. that are involved with the two approaches to this critical management function.

Make no mistake; this contract with FVOP would not represent the lowest cost alternative. Rather, it is the opinion of City Administration, that the contract with FVOP will be the best cost/benefit combination for the Utilities function. In other words, the added cost of this arrangement with FVOP will provide the highest quality management, oversight and direction for our Utilities function. The strengths of the FVOP option include specific plans to meaningfully address areas of critical need that have arisen under the direction and oversight of internal staff. These specific areas of concern and need include:

- overall direction and supervision of our Utilities functions
- development of a capital improvement plan, including an asset inventory
- improvement of the computer maintenance management program
- review of laboratory operations and subsequent technical support and expertise
- comprehensive evaluation of operational and/or maintenance issues and direction for addressing identified issues
- added and much-needed attention to basic maintenance, housekeeping and improvement of the physical plants making up our operations
- recommendations and direction regarding basic staffing, cross training and training in general, including safety training for our employees
- review and update of existing emergency response procedures

In fact, a primary reason for the recommendation of an FVOP contract is the greater bandwidth that FVOP can bring to the City. In other words, regardless of the strengths and weaknesses of an individual employee, FVOP has a number of employees, not a single employee, with different areas of expertise that can be used to the benefit of the City, our Utilities function and our customers. Administration's opinion is that the added investment in management that an FVOP contract would represent is both much needed and cost justified.

It is well recognized that our operations can realize significant improvement in the areas discussed above and in other areas as well. The recommendation of an FVOP contract, with the attendant higher costs, is carefully made because of the strong belief that this option will provide the greatest opportunity to make meaningful, and necessary, improvements to our operations. In other words, this is the recommendation because the higher cost will be justified and offset by greater improvement in this critical function.

As a final comment or reminder, the proposed FVOP contract term is one year with a 30 day termination clause as well. This affords the City a great deal of flexibility in terms of this contract. The proposal includes a strong outline of what we expect in return from FVOP. We can monitor performance against our expectations and take action as appropriate.

Please feel free to contact me directly if you have questions. Either way, I look forward to your discussion and action related to this recommendation and this critical decision for City operations.



One Crocker Boulevard
Mount Clemens, MI 48043
Phone: 586-469-6818 Fax: 586-469-6273
www.cityofmountclemens.com

CITY MANAGER INTEROFFICE MEMORANDUM

DATE: March 12, 2015
TO: Mayor & Commission
FROM: Steve Brown
RE: Utilities Department Management

ISSUE BACKGROUND

The City's Utilities Department Director retired in 2014. Since that time the City has pursued a few different courses of action to replace that management direction and oversight of the operations that are part of our Utilities Department, specifically the Wastewater Treatment Plant, the Water Treatment Plant and the associated collection and distribution function.

One of the approaches we pursued was a search process for a new Utilities Director. The City posted and advertised the position, received applications and then evaluated the submissions. It was determined that none of the applicants had the preferred qualifications that would have justified a hiring.

Next, the City conducted our Request for Qualifications (RFQ) purchasing process. An RFQ process was used because the City was seeking professional services and our intent was to evaluate respondents, select the preferred respondent based on qualifications and then negotiate a specific price proposal. An RFQ committee was assembled which consisted of the Purchasing Assistant, the Finance Director, the DPS Director and the City Manager. The committee first reviewed the submissions and then interviews were subsequently conducted with the 2 respondents. The committee ultimately recommended F & V Operations and Resource Management (FVOP) as the preferred respondent.

City Administration also evaluated the possibility of hiring an independent contractor to manage the Utilities Department on an interim basis. The idea here was to seek out someone who could perhaps oversee the management aspect of the Utilities Department responsibilities who would then be supplemented either with existing staff and/or consultants for the more technical aspects of our operations. The costs associated with an individual contracted through a professional services firm were right in line with the price that we have ultimately been quoted for the proposal of FVOP. Due to the cost in relation to experience/qualifications and other factors, this solution was not pursued.

These processes and other opportunities vis-à-vis our plants were discussed at a Commission meeting held 01/05/15. Additional research and evaluation took place subsequent to that meeting.

After all of these processes, City Administration moved forward with the next steps associated with the RFQ process. In accord with the RFQ committee recommendation, City Administration then worked with FVOP to develop a proposal and professional services agreement. The documents attached to this memo represent the outcome of that work and are for your review as you consider the recommended motion at the 03/16/15 Commission Meeting.

KEY CONSIDERATIONS

The choice of FVOP was made for a variety of reasons. These included the quality of their proposal, the quality of their team, their understanding of our needs, the specific ideas they had for improving our operations and others. An important consideration was each RFQ respondent's experience and comfort level with functioning as a manager, i.e. a department head if you will, over existing assets and employees which remain under the control of the municipality. FVOP answered without hesitation that they were comfortable with that possible arrangement. They also cited experience they have had in that kind of role.

It is City Administration's position that pursuing a contractual arrangement wherein FVOP would function in a department head-style role is our most appropriate and advantageous approach, based on the City's situation and the experience and qualifications of FVOP. It allows the City to retain ownership and control of our facilities. It allows City employees to remain City employees. It affords us the opportunity to evaluate this kind of arrangement before deciding whether we want to take the additional step of ceding control of the facilities and employees to a vendor. At the same time, it allows the City to realize the benefit of having a team of well-experienced, well-qualified professionals managing these important assets of the City. FVOP's team has a broad spectrum of knowledge, skills and abilities which the City can access through this contractual relationship. In other words, FVOP can provide experts in specific operational areas where the City may have or develop a need in the future. This is an important benefit of this approach to providing management direction in our Utilities Department. A management company in general, and FVOP specifically, can provide additional subject matter experts for our benefit and the benefit of our customers.

RECOMMENDATION

The RFQ committee selected FVOP as our preferred provider of professional services in this important role of managing our Utilities Department. Consistent with the committee's selection, I am now recommending the Commission approve the City entering into a contractual arrangement with FVOP with:

- an initial one-year term, with an option to extend
- a monthly rate of \$17,000 per month (\$204,000 per year)
- the services to be consistent with the attached draft proposal document dated 03/12/15
- the City Administration to finalize the details of the proposal and professional services agreement (draft also attached)

Please let me know if you have any questions.



March 12, 2015

Steven M. Brown, City Manager
City of Mount Clemens
One Crocker Boulevard
Mount Clemens, MI 48043

RE: Proposal for Utility Management Services

Dear Steve:

This letter is written in response to your recent Request for Proposals. We have outlined some of the goals and needs as we understand them in the proposal below. We look forward to working with you to improve the operations and management of your water and wastewater systems.

GOALS OF THE CITY

- You would like us to start this assignment by providing oversight as manager of the water treatment, wastewater treatment, water distribution and storage, wastewater collection, lift stations and CSO basin, as well as provide DEQ licensing requirements. We propose to take this assignment for up to a twelve month period that would allow us time to review the issues, staffing, costs, equipment and facilities in greater detail. We would then sit down together and review our recommendations to determine the long term plan and goals. This period is a fraction of the time that is sometimes needed to make the changes permanently and meet the other goals.
- Streamline the operations and maximize efficiency within the water, wastewater and transmission systems.
- Methods we intend to utilize include conducting audits of both the water and wastewater treatment laboratories. The lab audits will encompass quality assurance, accuracy and compliance with MDEQ standards.
- Review and upgrade of the Computerized Maintenance Management System (CMMS). We will focus on the Operations and Maintenance (O&M) procedures, practices, corrective maintenance and housekeeping.
- Evaluate staff, provide and recommend training, and encourage employees to grow technically in their field.
- Provide monthly safety training for your employees.
- Encourage staff to achieve, and advance, certifications and take part in corresponding professional organizations such as Michigan Water Environment Association (MWEA), American Public Works Association (APWA) and Michigan Water Works Association (MWWA).
- Make staff more accountable- endeavor to provide a culture where all staff works together toward common goals.

Based on our conversation with you, we are providing the following Scope of Services and budget.

2960 Lucerne Drive SE, Suite 100
Grand Rapids, MI 49546
P: 616.588.2900
F: 616.977.1005
www.fv-operations.com

SCOPE OF SERVICES

We will provide professional operation management services for the Mount Clemens water, wastewater facilities and transmission systems. We will provide certified operators including a Michigan Municipal Class A Wastewater Operator, a Michigan Class F1 Water Operator and a Michigan Class S2 Water Distribution Operator. The City will continue to support the administrative functions for the existing City staff to be supervised by F & V staff.

BASE SCOPE OF SERVICES

- Direct and supervise the day to day water and wastewater treatment plant activities and the City employees assigned to these facilities. Provide properly certified operators for the water treatment, wastewater treatment and transmission and storage facilities.
- Assist City engineers and City staff in Asset Management and development of the capital improvement plan for City water, wastewater and transmission systems.
- Review and initiate changes to the existing computer maintenance management program.
- Complete a walk-through of the water, wastewater treatment facilities and transmission appurtenances to identify and provide direction for addressing operational or maintenance issues that may be observed.
- Make recommendations to the City regarding maintenance and repairs needed on the water, wastewater treatment and transmission systems including, but not limited to, painting, equipment repair, and building maintenance.
- Review assets of the City facilities and update the asset inventory.
- Provide recommendations and direction to the City staff regarding the OM&M of the Water Filtration Plant and Wastewater Treatment facility, and on optimization of chemical feed rates and equipment operations.
- Provide recommendations and direction to the City staff regarding training needs and assist in mentoring for employee certification.
- Review and recommend assignment of all employees engaged in the operation and maintenance of the City of Mount Clemens Water & Wastewater Treatment Plant.
- Make recommendations regarding site safety and enforce staff compliance with existing OSHA and MIOSHA safety requirements.
- Provide and document one safety training session per month.
- Respond to questions from the City Management Staff and Michigan Department of Environmental Quality.
- Respond to all requests for operations or status reports or other information related to operations. This will include, but not be limited to, reviewing and submitting Monthly Water and Wastewater Operating Reports and other reports as required by the MDEQ, as well as Schedule sampling and monitoring activities in accordance with MDEQ requirements.
- Review and observe laboratory operations, analyses and procedures to monitor compliance with the NPDES permit and all other MDEQ requirements and provide technical lab support.
- Review and recommend procedures for regular housekeeping of buildings and grounds.
- Provide support for water and wastewater treatment process control including chemical, biological and physical treatment processes coincidental with normal operations.
- Provide timely notification of scheduled and unscheduled maintenance activities that impact service such as hydrant flushing, water main breaks, etc.

- Receive and respond to customer inquiries regarding non-billing related operational issues. Cooperate with, and assist, City staff in responding to billing issues as requested.
- Review and update existing emergency response procedures.
- Coordinate and monitor repair activities requiring a third party contractor such as equipment and piping replacement.
- Investigate and remedy pollution incidents, system malfunctions and service complaints as needed.

ADDITIONAL (NON-BASE) SERVICES

- Emergency service to assist on site staff when requested. Provide supplemental operations staff.
- Provide 24-hour-per-day, 7 day-per-week emergency telephone number. Response to emergencies outside normal business hours will be billed as Additional Work.
- Other duties as requested and authorized by the City of Mount Clemens.

RESPONSIBILITIES OF THE CITY OF MOUNT CLEMENS

- Weekly administrative oversight of your operations staff – (potentially including discipline.)
- Provide and pay for all operations items:
 - Electricity
 - Chemicals
 - Laboratory Testing
 - Daily OM&M Checks
 - Generator Fuel
 - Equipment Maintenance
 - Equipment Repair
 - Residuals Disposal
 - Human Resources Activities
- Engineering Services.

SCHEDULE

We are prepared to begin this work within 30 days, upon your approval of our proposal. We would begin some activities sooner than the 30 days.

BUDGET

FVOP proposes to complete the base scope of services for a proposed budget of \$17,000 per month lump sum excluding emergency services. The budget is based on providing an average of 180 hours of staffing per month. Compensation for emergency or other additional services, if requested, will be based on our standard billable rates plus reimbursable expenses. Subcontracted services will be invoiced at cost times 1.10. These proposal rates are valid until one (1) year from the date services commence. An extension of the proposal is possible based on the negotiation of mutually agreeable terms.

If the City of Mount Clemens moves to go forward with a full service operations contract **within the next 270 days**, FVOP will issue a credit of \$15,000 for these services when the full service option comes to fruition.

We thank you for this opportunity and look forward to working with you. If you have any questions regarding this proposal or any FVOP services, please contact Blair Selover at 810.252.8884; bselover@fv-operations.com or Larry Fleis 616.942.3612; lfleis@fveng.com.

Sincerely,



F&V OPERATIONS AND RESOURCE MANAGEMENT, INC.

H. Blair Selover
Associate

Larry J. Fleis PE
President

PROFESSIONAL SERVICES AGREEMENT

F&V OPERATIONS AND RESOURCE MANAGEMENT, INC.

2960 Lucerne Drive SE, Grand Rapids, Michigan 49546
P: 616.588.2900 F: 616.977.1005

This Professional Services Agreement ("PSA") is entered into between F & V Operations & Resource Management, Inc. (FVOP or "Consultant") and the **City of Mount Clemens** ("Owner"), whose address is One Crocker Boulevard, Mount Clemens, MI 48043, where FVOP agrees to provide services for Owner and Owner agrees to pay FVOP, all in accordance with the terms of this PSA.

SERVICES: F&V Operations & Resource Management, Inc. (FVOP), Consultant represents that it employs trained and qualified personnel with experience in providing the operating services sought by Owner and, will perform operations services pursuant to and in accordance with the proposal letter dated February 12, 2015 for the Owner in accordance with these Terms and Conditions.

COMPENSATION: In consideration of the services performed by Consultant, the Owner agrees to pay Consultant **a lump sum fee per month of \$17,000 for base services. Additional services will be provided only with written approval from the Owner on an hourly rate basis plus 1.10 times reimbursable expenses and subcontracted services** unless otherwise negotiated.

FEE DEFINITIONS: The following fee types may apply:

Hourly Rates is defined as individual time multiplied by Consultant's standard billing rates for the individual or employee classification.

Subcontracted Services are defined as Project-related services provided by other parties to the Consultant.

Reimbursable Expenses are defined as actual expenses incurred in connection with the Project, including the cost of sub-consultants as approved by the Owner.

PAYMENT: Owner shall pay Consultant for all Services and reimbursable expenses on a monthly basis, or as otherwise mutually agreed, which shall be due and payable within forty five (45) days of presentation of the invoice. Invoices shall be past due forty five (45) days after presentation, and shall then incur interest at the rate of one percent per month. If Owner objects to any portion of an invoice, Owner shall notify Consultant in writing within five (5) days of presentation. Owner shall identify the disputed charges and shall pay when due that portion of the invoice not in dispute. If the disputed amount of the invoice is resolved in Consultant's favor and not paid by the invoice due date, interest shall be paid by Owner on the disputed amount from the original due date. If the disputed amount is resolved in Owner's favor, any and all work performed by Consultant to remedy the objection shall be performed at Consultant's sole cost and expense and shall not be invoiced to Owner.

AUTHORIZED REPRESENTATIVES: Only authorized representatives of Consultant may execute contracts and amendments to contracts. The Owner shall designate a representative with similar authority.

OWNER RESPONSIBILITIES: Owner shall timely provide Consultant with all applicable information in its possession and to secure information in the possession of others for Consultant to complete the Scope of Services. Owner shall give Consultant prompt oral and written notice whenever Owner notices, discovers or is made aware of any alleged fault, defect or nonconformance in Consultant's services.

CHANGES: For all services which are deemed by the Consultant as changes to the Scope of the Project and/or Scope of Services, a detailed written description of the changes along with budgetary pricing shall be presented to the Owner's Authorized Representative for review. Prior to commencing such work the Consultant shall receive written approval from Owner's Authorized Representative. For all services that were approved by the Owner's Authorized Representative and completed due to changes to the Scope of the Project and/or the Scope of Services, Consultant shall be paid by Owner on an hourly basis at Consultant's customary hourly rates, plus 1.10 times reimbursable expenses, unless otherwise negotiated. If the Project involves a construction phase and the construction period extends beyond the contracted period identified in the Scope of Services, or the contracted completion date, the Consultant shall inform the Owner in writing detailing the description of the changes along with the budgetary pricing for the change and receive written approval from the Owner's Authorized Representative to continue with the proposed services. Once written approval is received from the Owner the services described in the change of work shall continue to be performed and shall be paid by Owner on an hourly basis plus 1.10 times reimbursable expenses. Owner understands and accepts that field techniques and analytical capabilities are evolving and that the standards and regulations are subject to rapid change such that currently acceptable investigative approaches and techniques may become superseded after the time of the signing of this PSA. Such changes will constitute changed conditions requiring adjustment in the Services and Consultant's Compensation.

SUBCONSULTANTS: With written approval from the Owner, Consultant may engage sub-consultants and subcontractors to perform all or any portion of the Services.

INDEMNIFICATION: The Consultant shall indemnify, hold harmless and, at Owner's option, defend Owner, and its present and future directors, officers, members, shareholders, partners, employees, representatives and agents, including successors and assigns of the foregoing, from and against any and all claims, losses, damages, liabilities and expenses (including costs of defense, arbitration, settlement and reasonable attorneys' fees) for death of or bodily injury to any person, destruction of or damage to any property, loss of any property rights or entitlement, contamination of or adverse effects on the environment, or violation of governmental laws, regulations or orders, if and to the extent they result from, arise out of or are in connection with (a) any negligent or willful act or omission of the Consultant, its directors, officers, members, shareholders, partners, employees, agents, representatives, successors and assigns, or its subcontractors, or (b) the Consultant's breach of any term or provision of this Services Agreement or any accepted Change Order(s). The Consultant shall not be responsible for any claim, loss, damage, liability or expense to the extent caused by the negligence or willful misconduct of Owner, its directors, officers, members, shareholders, partners, employees, representatives or agents. The obligations of indemnification imposed by this section shall survive the termination of this Services Agreement and the completion of the Services.

PROFESSIONAL STANDARDS: The Consultant is providing professional services to Owner as specified in the Services Agreement, or under any related agreement, and in accordance therewith, the following provisions shall apply:

The Consultant represents, warrants and covenants to Owner that: (a) it knows the nature and scope of the Services and that it is familiar with the type of problems typically encountered in conducting the Services; (b) that it has the capability, experience and resources to perform the Services as required hereunder; (c) that the Services will be performed in a timely, professional and workmanlike manner in accordance with the highest professional standards employed in the industry; (d) that all Services shall be performed safely and shall comply with: (i) all applicable federal, state and

local laws, ordinances, regulations, orders and directives; (e) that all cost estimates, approvals, recommendations, opinions and decisions by the Consultant have been and shall be made on the basis of the Consultant's experience, qualifications, and professional judgment; and (f) the Compensation is a fair and adequate price for the performance of the Basic Services. In the event that the Consultant's failure to comply with the requirements of the Services, or fails to comply with this Services Agreement, and requires the Consultant to perform a particular task again, the Consultant shall be responsible for the costs incident to performing that task again.

CONFIDENTIALITY: The Consultant hereby agrees that the Consultant shall consider all work performed for Owner and the results thereof, including, but not limited to, any reports or test results (hereinafter "Confidential Information"), as confidential and proprietary to Owner to be shared only with Owner and Owner's legal counsel. The Consultant agrees that any and all information provided to the Consultant in connection herewith shall also be considered Confidential Information that shall not be disclosed to others.

The Consultant further agrees that it will not, without the prior written consent of Owner, publish or otherwise divulge or disclose, or discuss with anyone, the Confidential Information irrespective of the source of such Confidential Information, other than publications thereof to Owner and Owner's legal counsel, and parties designated by either Owner or Owner's legal counsel. The Consultant shall take all reasonable precautions to assure that such Confidential Information is not used by or disclosed to others, directly or indirectly, other than as provided herein. Said precautions shall include, but not be limited to, the following: (a) advising all of the Consultant's directors, officers, agents, employees and representatives, including, but not limited to, subcontractors, laboratories, technicians, engineers and consultants retained by the Consultant, of such privileged, confidential, and proprietary status, and securing verbal or written agreements to honor same, (b) refraining from publishing or divulging any such information in breach of the intent hereof, and (c) labeling all written communications and records of such Confidential Information as "Confidential."

INSURANCE: Consultant shall maintain insurance coverage in the forms and in at least the amounts set forth in Exhibit "A" attached hereto and made a part hereof, and such policies shall name Owner as additional insureds.

The Consultant shall furnish to Owner certificates of insurance showing the coverages and limits of liability above stated. The Consultant's insurance shall be primary and not be entitled to contribution from any insurance maintained by Owner, if any. The above insurance limits are minimum requirements and do not constitute limits on the Consultant's liability.

INFORMATION FROM OTHER PARTIES: The Owner and Consultant acknowledge that Consultant may rely on information furnished by other parties in performing its Services on the Project. Consultant shall not be liable for any damages that may be incurred by the Owner in the use of this third party information.

SPREAD OF CONTAMINATION: Owner understands and agrees that Consultant shall not be responsible for any claims or damages which may arise as a result of or from the spread of contamination caused by drilling, sampling or any other activity unless such spread or contamination is substantially caused by the negligence of Consultant.

PERMITS AND APPROVALS: Unless otherwise specifically stated in the Scope of Services, obtaining permits and approvals for the Project is the responsibility of the Owner. Consultant will assist the Owner provided the assistance shall consist of completing and submitting forms as to the results of certain work included in the Scope of Services and the assistance does not include special studies, special research, attendance at meetings with public authorities, special testing or special documentation not normally required for similar projects. If Consultant participates in any way with any permitting process, Consultant provides no guaranty or warranty that any permits or approvals will be provided. Owner shall pay Consultant for all reimbursable expenses regardless of the outcome of approval or denial of permits or other approvals.

TERMINATION: Owner may terminate this Services Agreement in whole or from time to time in part, at any time by written notice to the Consultant. Upon such termination, the Consultant agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Consultant, Owner shall pay the Consultant in accordance with Subsection (c) below:

(a) Upon receipt of any such notice, the Consultant shall, unless the notice otherwise directs, immediately discontinue the Services on the date and to the extent specified in the notice; place no further orders or contract with subcontractors for material, equipment, services or facilities, except as may be necessary for the completion of such portion of the Services as is not discontinued, if any; promptly make every reasonable effort to procure cancellation upon terms satisfactory to Owner of all orders and subcontracts to the extent they relate to the performance of the discontinued portion of the Services and shall thereafter do only such work as may be necessary to preserve and protect work already in progress and to protect materials, plants and equipment on the Site or in transit thereto.

(b) Upon such termination, the obligations under this Services Agreement shall continue as to that portion of the Services already performed and as to bona fide obligations assumed by the Consultant prior to the date of termination.

(c) Upon termination, the Consultant shall be entitled to be paid the full cost of all Services properly completed by the Consultant to the date of termination not previously paid for.

INDEPENDENT CONSULTANT: It is expressly understood that the Consultant is an independent contractor and that neither Consultant nor its employees or subcontractors are servants, agents, employees or representatives of Owner. Owner shall not be held as a party to any subcontract entered into by the Consultant to perform the Services. The Consultant shall have sole responsibility and control in implementing and supervising the performance of the Services, including all safety matters. The Consultant shall be liable for the acts and omissions of its subcontractors.

RECORDS AND DOCUMENTS: All reports, documents, information and any materials generated by or furnished to the Consultant under this Services Agreement or any accepted Change Order, as well as any plans, specifications or other similar materials provided to the Consultant or any subcontractor by Owner, shall be and remain the property of Owner and shall be returned to Owner immediately upon Owner's request therefore. The Consultant shall not use any such reports, documents or information developed during performance of the Services or any such materials for any other purpose without the prior written consent of Owner. Owner shall have the unfettered right to make any use it deems appropriate of such reports, documents, information and/or similar materials.

DISPUTE RESOLUTION: Claims and disputes in relation to the Project involving claims in the aggregate of less than twenty-five thousand dollars, (\$25,000.00) without interest or attorney's fees and without consideration of counterclaims, shall be decided by a court of competent jurisdiction exclusively in Macomb County, Michigan. Claims and disputes arising in relation to the Project involving claims in the aggregate of greater than twenty-five thousand dollars (\$25,000.00) shall be decided by arbitration in accordance with the applicable rules of the American Arbitration Association. There shall be a single arbitrator. The award shall be final and binding and enforceable in a court of competent jurisdiction. In either arbitration or litigation, the prevailing party shall be entitled to recover its attorney's fees and costs through all levels of appeal. Jurisdiction, venue and the hearing locale for all arbitrations or litigation shall lie exclusively in Macomb County, Michigan.

WAIVER OF RIGHTS: The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

GOVERNING LAW: The terms of agreement shall be governed by the laws of the state of Michigan.

ASSIGNMENT: Neither party shall assign its rights, interests, or obligations without the express written consent of the other party.

ENTIRE AGREEMENT: This Services Agreement constitutes the entire understanding and agreement between the parties hereto relating to the subject matter hereof and supersedes any and all prior agreements, whether written or oral, of the parties.

SEVERABILITY: If any portion of this Services Agreement is judged illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect any other portion of this Services Agreement.

ELECTRONIC/FACSIMILE SIGNATURES: The signatures on any agreement shall be deemed to be original signatures when transmitted electronically or by facsimile machine or by any other medium. No party shall be required to produce an agreement with an original signature in order to enforce any provision of these terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and entered into this PSA. To be valid, this PSA must be signed by an authorized representative of F&V Operations and Resource Management, Inc.

OWNER
CITY OF MOUNT CLEMENS

CONSULTANT
F&V OPERATIONS AND RESOURCE MANAGEMENT, INC.

By: _____

By: _____

Title: _____

H. Blair Selover

Title: Regional Manager

By: _____

By: _____

Title: _____

Larry J. Fleis, P.E.

Title: President

Date: _____

Date: _____

EXPLANATION OF AGENDA – April 20, 2015

Agenda Item No. 9-B

APPROVE PURCHASES AND PAYMENT OF INVOICES

| VENDOR (PURCHASES) | DESCRIPTION | FUND/ DEPARTMENT/ APPROPRIATION | ACCOUNT NUMBER | AMOUNT | CURRENT BALANCE |
|---|--|---|-------------------|------------|--------------------|
| 1.Hi-Tech 3070 Palms Road Casco, MI 48064 | Panasonic Toughbook needed By the Fire Department With truck mount and Auto Adapter. | General Fund/ Fire Department/ Fire Equipment | 101-33600-979000 | \$4,994.44 | \$9,937.50 |

| VENDOR (INVOICES) | DESCRIPTION | FUND/ DEPARTMENT/ APPROPRIATION | ACCOUNT NUMBER | AMOUNT | CURRENT BALANCE |
|--|---|---|-------------------|-------------|--------------------|
| 1. Tremco Weatherproofing Technologies, Inc. 3735 Green Road Beachwood, OH 44122 | Emergency roof Repairs at the Fire Department | General Fund/ Fire Department/ Building Maintenance | 101-33600-931000 | \$4,355.00 | *\$950.48 |
| 2. 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, 2015 | General Fund/ Legal Services/ Legal Fees | 101-26600-826000 | \$10,209.25 | \$52,872.85 |
| | | General Fund/ Legal Services/ Legal Fees-Labor | 101-26600-826001 | \$1,994.56 | \$3,045.44 |
| | | Water-Utilities Fund/ Commercial Activities/ Legal Fees | 591-53703-826000 | \$272.81 | * |
| | | Sanitation System Fund/ Legal Fees | 596-52100-826000 | \$509.25 | \$1,633.72 |

*Budget amendment to be made at a later date.

SUBMITTED BY: Marilyn Dluge, Finance Director/Treasurer

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



3070 Palms Road, Casco 48064
 Phone (810) 326-9000 Fax (810) 326-9100
www.hitech.net

Quote

| Date | Quote No. |
|----------|-----------|
| 04-08-15 | QTWQ2789 |

| SOLD TO: | SHIP TO: |
|---|---|
| MOUNT CLEMENS, CITY OF MARILYN D'LUGE 2 DICKINSON MOUNT CLEMENS, MI 48043 United States Phone (586) 469-6838 Fax Email mdluge@cityofmountclemens.com | MOUNT CLEMENS, CITY OF MARILYN D'LUGE 2 DICKINSON MOUNT CLEMENS, MI 48043 United States Phone (586) 469-6838 Fax Email mdluge@cityofmountclemens.com |

| SALES REP. | SALES REP. PHONE | SALES REP. EMAIL | PAYMENT TERMS |
|--------------|---------------------|---------------------|---------------|
| Jim St.James | (810) 326-9000 x207 | jstjames@hitech.net | Net 30 days |

| QTY | MANUFACTURER | ITEM DESCRIPTION | UNIT PRICE | EXT. PRICE |
|-----|-----------------|---|------------|------------|
| 1 | PANASONIC TOUGH | TOUGHBOOK CF 19 I5-3610ME 2.7G 8GB 500GB 10.1IN XGA WL TPM BT W7P | \$4,268.00 | \$4,268.00 |
| 2 | RAM | Panasonic Toughbook truck mount | \$236.00 | \$472.00 |
| 2 | Panasonic | Panasonic CF-LNDDC120 Auto Adapter - 120 W Output Power - 12 V DC Input Voltage | \$118.00 | \$236.00 |

INSTALLATION OF MOUNT IS NOT INCLUDED

| | |
|-----------------|-------------------|
| SubTotal | \$4,976.00 |
| Tax | \$0.00 |
| Shipping | \$18.44 |
| Total | \$4,994.44 |

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 25% RESTOCKING FEE WITH ORIGINAL PACKAGING.

EXPLANATION OF CONSENT AGENDA – April 20, 2015

Agenda Item No. 10-A

Appointments to Boards, Committees and Commissions

Beautification Advisory Committee

Mayor recommends appointing Lisabeth Taylor to the Beautification Advisory Committee. This is for a 3-year term, which expires June 30, 2018.

SUBMITTED BY: Barb Dempsey
Mayor

RECOMMENDED MOTION: To approve appointment as presented.

EXPLANATION OF CONSENT AGENDA – April 20, 2015

Agenda Item No. 10-B

Request Approval of an Amended 2015 Downtown Development Authority Calendar of Events

The Mount Clemens Downtown Development Authority (DDA) 2015 Calendar of Events was approved on March 16, 2015. The DDA is now requesting approval of an amended calendar to include an additional street closure for the Made in Michigan Show on May 8th and May 9th and the addition of a Nashville in the Neighborhood concert on June 10th.

The changes and additions have been highlighted in red and underlined in the attached document.

SUBMITTED BY: Michelle Weiss
Marketing & Event Coordinator
Mount Clemens Downtown Development Authority

RECOMMENDED MOTION: Approve the amended 2015 Calendar of Events for Downtown Mount Clemens as presented by the Mount Clemens Downtown Development Authority.

2015 Calendar of Events Downtown Mount Clemens

| <u>Date</u> | <u>Event Name</u> | <u>Location</u> |
|---------------------------|---|--|
| May 8-9 | Mount Clemens Made in Michigan Show | Macomb Place includes closure of Macomb Place between North Main and SB Gratiot and authorization to erect special signage |
| May 9 | Spring Fun Saturday & Kiwanis Bike Rodeo | Fountain Stage, immediate surrounding area and closure of Macomb Place between North Main and Walnut |
| June 3 | Nashville in the Neighborhood Concert | Macomb Place includes closure of Macomb Place between Pine and SB Gratiot and the north entrance to the Macomb Place parking lot |
| June 5 | Bud Light Classic Car Registration Night & Cruise | NE corner of North Main at Market |
| June 6 | Summer Fun Saturdays | Fountain Stage and immediate surrounding area in conjunction with the Mount Clemens Art Fair |
| June 6 | Bud Light Classic Car Show & Cruise Night | North Main between Cass and Welts and Market Street between Cherry and NB Gratiot Includes closure of Macomb Place between North Main and Walnut |
| June 10 | Nashville in the Neighborhood Concert | Macomb Place includes closure of Macomb Place between Pine and SB Gratiot and the north entrance to the Macomb Place parking lot |
| June 26 | Independence Day Fireworks and Riversight and Sound Concert | Clinton River Park and public streets and sidewalks - streets to include First Street, Crocker Boulevard, Cass Avenue, North Main to Market and NB Gratiot to Market. Additional street closures, if needed, to ensure public safety and traffic flow. Rain Date June 27, 2015 |
| July 1 | Nashville in the Neighborhood Concert | Macomb Place includes closure of Macomb Place between Pine and SB Gratiot and the north entrance to the Macomb Place parking lot |
| July 10 | Uptown Friday Night Concert | Fountain Stage and immediate surrounding area includes closure of Macomb Place between Walnut and Pine |
| July 15 thru September 16 | Wednesday Farmers Market | Roskopp Parking Lot along SB Gratiot and Pine Free parking for customers during Market 2pm - 6pm |
| July 17 | Uptown Friday Night Concert | Fountain Stage and immediate surrounding area includes closure of Macomb Place between Walnut and Pine |
| July 24 | Uptown Friday Night Concert | Fountain Stage and immediate surrounding area includes closure of Macomb Place between Walnut and Pine |
| July 31 | Uptown Friday Night Concert | Fountain Stage and immediate surrounding area includes closure of Macomb Place between Walnut and Pine |
| Aug 5 | Nashville in the Neighborhood Concert | Macomb Place includes closure of Macomb Place between Pine and SB Gratiot and the north entrance to the Macomb Place parking lot |
| Aug 14 | Uptown Friday Night Concert | Fountain Stage and immediate surrounding area includes closure of Macomb Place between Walnut and Pine |
| Aug 21 | Uptown Friday Night Concert | Fountain Stage and immediate surrounding area includes closure of Macomb Place between Walnut and Pine |
| Aug 26 | Nashville in the Neighborhood Concert | Macomb Place includes closure of Macomb Place between Pine and SB Gratiot and the north entrance to the Macomb Place parking lot |

| | | |
|---------------|-----------------------------------|--|
| Sept 25-27 | Downtown Oktoberfest | Macomb Place between Pine and SB Gratiot and the Macomb Place Parking Lot by the Anton Art Center. Closed Thursday PM September 24 for tent set-up. |
| Oct 24 | Halloween Spooktacular | Fountain Stage and immediate surrounding area includes closing of Macomb Place between North Main and Pine and New between Walnut and Cherry |
| Nov 20 | Christmas Open House | Macomb Place between Walnut and Pine includes closing of Macomb Place between Walnut and Pine |
| Nov 27 | Macomb County Santa Parade | South Main and North Main between Robertson and NB Gratiot includes closing of South Main and North Main between above-mentioned streets |
| Dec 31 | Macomb County New Year's Eve Gala | North Main between Market and Macomb Place includes closing of North Main between Macomb Place and Market and Walnut between Macomb Place and New and New between Walnut and Cherry |
| Feb 5-7, 2016 | Mount Clemens Ice Carving Show | Macomb Place sidewalks, Fountain Stage and Cherry Street Mall includes closure of Macomb Place between Walnut and Pine |

EXPLANATION OF CONSENT AGENDA – April 20, 2015

Agenda Item No. 10-C

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

As per the City Charter, the proposed budgets were presented at the April 6, 2015, Commission meeting. The public hearing will be set for May 4, 2015, on the proposed budget and the millage rates for the 2015 tax year.

The budget will be advertised in the legal portion of the C & G Journal no later than April 22, 2015, according to the City's Charter.

SUBMITTED BY: Marilyn J. Dluge, Finance Director/Treasurer

RECOMMENDED MOTION: To set Monday, May 4, 2015, as the date for the public hearing on the proposed City of Mount Clemens budget for the fiscal year 2016 and the millage rates for the 2015 tax year.

EXPLANATION OF AGENDA – April 20, 2015

TO: The Honorable Mayor Barb Dempsey and
All City Commissioners

FROM: Steven M. Brown, City Manager

DATE: April 17, 2015

RE: Report from the City Manager’s Office

1. Master Plan Update Status: The Request for Proposal process continues. Next steps include the review committee conducting interviews of selected respondents by the end of April.
2. DTE: Both DTE and the City have been keeping the lines of communication open regarding our mutual customers and their needs. As an example, a recent power outage affected City residents and DTE and the City worked together to disseminate information about the outage as well as work associated with the issues that caused the outage.

Also, we previously provided information about options for reporting non-functioning streetlight issues:

- Call (800) 477-4747
- submit a form on the DTE website at the following address: <https://www.dteenergy.com/cso/pltr/initTrouble.do?customerType=residential>

This information, pursuant to the request of Mayor Dempsey, has also been placed on our website at www.cityofmountclemens.com.

3. Street Sweeping: With the spring weather, this service has once again started in the City.
4. Mass Transit Evaluation Process for Macomb County: City Administration has been invited to participate in the Regional Transit Authority’s Technical Committee process. The initial meeting is planned for April 22, 2015. As activities begin, more information will be shared. This committee will be looking at the interest in, need for and potential details related to mass transit options for Macomb County.
5. Strategic Planning Process Update: City government has completed 2 public meetings related to the development of a new strategic planning document for the City. The meetings were held on 2 “off” Mondays when Commission meetings were not scheduled. The Mayor and Commission and City Administration met for over three hours each night at meetings facilitated by SEMCOG at no cost which is a benefit of SEMCOG membership. We look forward to SEMCOG’s presentation of the results at a future Commission Meeting.