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A G E N D A

CITY COMMISSION MEETING

Monday, May 4, 2015

7:00 PM

1. Call to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Announcements, Acknowledgments and Communications and 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 - Public Hearing to Consider the 2016 Fiscal Year Budget for the City of Mount Clemens and the Headlee Millage Rates.
 - 9-B - Introduction and First Reading of an Ordinance to Amend Provisions of the Fire Code Ordinance 40.000.
 - 9-C - Introduction and First Reading of an Ordinance to Amend Provisions of the Fire Prevention Code Ordinance 40.050.
 - 9-D - Request City Commission Approval of a Contract for Utilities Department Management.
 - 9-E - Direct the City Manager to Provide a Budget Book to the Fire Department.
 - 9-F - Approve Purchases and Payment of Invoices.

10. Consent Agenda.

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

10-B - Request Approval of the 2015 Anton Art Center Art Fair.

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 – May 4, 2015

Administrative Response to Issues or Questions Raised During Previous Meetings

1. Sidewalk Issues

The prospect of increasing the enforcement of codes related to sidewalks in the City was slated for discussion at a Work Session of the Mayor and Commission to be held 05/04/15. Inclusion of funding in the Fiscal Year 2016 Budget to kick off such a program is also to be considered.

I will provide an update to this item, depending on the Work Session discussion.

2. Board of Review

The resident question from 04/20/15 on the Board of Review had to do with the qualifications for members. The required qualifications for service on the Board of Review include being a resident of Mount Clemens and being willing to perform the function.

3. Sheriff Questions

With the change in weather, more complaints are arising about neighborhood issues such as loud music systems, parking on lawns, etc.

City Administration has worked, and will work, with the Sheriff staff at our substation on enforcement related to these issues. As developments warrant, City Administration will provide information and feedback.

4. 217 N. Walnut

The City awarded a bid for removal of debris/completion of demolition on this property. Frost Laws issues have delayed action but these are no longer relevant. It is our understanding that the contractor has a DEQ permit for the work that has a 30 day period for completion. We have been informed that the contractor plans to begin work on the site next week. We will continue to follow up with the contractor to get this site cleared as soon as possible.

5. 127 Court

First, the City does not own any residential lots with structures on site. In other words, we only own residential lots that are vacant.

Regarding the specific concern, the City has performed a cleanup on this privately-owned property which included a board up of the structure.

6. Social Media Issues

The issues related to social media accounts which could confuse people in terms of them NOT being official City accounts are being looked into.

7. Street Sweeping Schedule Request

Commissioner Hill requested that the City look into posting and adhering to a schedule of street sweeping in order to facilitate cars being removed from the street, etc.

The DPS recognizes the issue but cannot commit to a fixed schedule for street sweeping due to staffing. In other words, as more pressing service needs arise, a downed tree as an example, staff is pulled from street sweeping to address the more pressing needs. This makes a street sweeping schedule impractical.

8. Civil Infractions on Code Violations

Regarding Commissioner Campbell's inquiry, City administration continues to evaluate the pros and cons of civil infractions versus criminal misdemeanors as consequences for code violations.

9. Funding Resolution Request

Regarding Commissioner Rheker's request for a resolution lobbying for additional funding for infrastructure issues, City Administration is looking into developing an item for consideration at a future Mayor and Commission meeting.

CITY COMMISSION WORK SESSION

**County of Macomb
State of Michigan**

**April 20, 2015
Conference Room**

A work session of the Mount Clemens City Commission was held on Monday, April 20, 2015, 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 Gary Blash, Ronald Campbell and Lois Hill. Absent from the meeting were Commissioners Roger Bunton, Denise Mentzer and Joseph Rheker. 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 Blash made a motion, supported by Commissioner Hill, to adjourn the meeting. The meeting adjourned at 6:13 p.m.

Respectfully submitted,

Barb Dempsey, Mayor

Lisa Borgacz, City Clerk

CITY COMMISSION MEETING

County of Macomb
State of Michigan

April 20, 2015
Commission Chambers

A regular meeting of the Mount Clemens City Commission was held on Monday, April 20, 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 Gary Blash, Ronald Campbell, Lois Hill and Joseph Rheker. Absent from the meeting were Commissioners Roger Bunton 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 7:00 p.m.

Commissioner Rheker made a motion, supported by Commissioner Blash, to excuse Commissioner Bunton and 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 Blash, 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 Rheker, to approve the minutes of the City Commission Regular meeting of April 6, 2015 and the Work Session of April 13, 2015, as presented. The motion passed unanimously.

REQUEST CITY COMMISSION APPROVAL OF A CONTRACT FOR UTILITIES DEPARTMENT MANAGEMENT WAS CONSIDERED, ITEM 9-A.

Commissioner Rheker made a motion, supported by Commissioner Blash, to table until the City Commission Meeting of May 4, 2015, the request 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; to provide the City Manager time to discuss with the proposed contractor an agreement with lesser hours and lower costs and to report on costs associated with developing an internal candidate. The motion passed unanimously.

April 20, 2015

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

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

THE CONSENT AGENDA WAS CONSIDERED, ITEM 10.

Commissioner Hill made a motion, supported by Commissioner Campbell, to approve the consent agenda as presented:

In Item 10-A, Lisabeth Taylor was appointed to the Beautification Advisory Committee for a 3-year term which expires June 30, 2018.

In Item 10-B, a request to approve an amended 2015 Downtown Development Authority Calendar of Events, was approved.

In Item 10-C, a request 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, was approved.

The motion passed unanimously.

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

COMMISSIONERS' COMMENTS WERE RECEIVED, ITEM 12.

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

The meeting was adjourned at 8:02 p.m.

Respectfully submitted,

Barb Dempsey, Mayor

Lisa Borgacz, City Clerk

April 20, 2015

EXPLANATION OF AGENDA – May 4, 2015

Agenda Item No. 9-A

Public Hearing to Consider the 2016 Fiscal Year Budget for the City of Mount Clemens and the Headlee Millage Rates

The public hearing will be to consider the proposed 2016 fiscal year budget and the property tax millage rates. This will make the total City-wide millage rates levied at **22.1274** and the Downtown Development Authority district millage of **1.6132** mills.

The public hearing was advertised in the legal portion of the C & G Journal on April 22, 2015, according to the City's Charter.

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

RECOMMENDED MOTION: Motion to open the public hearing to consider the 2016 fiscal year proposed budget and the Headlee millage rates.

Motion to close the public hearing on the 2016 fiscal year proposed budget and the Headlee millage rates.

EXPLANATION OF AGENDA – May 4, 2015

Agenda Item No. 9-B

Introduction and First Reading of an Ordinance to Amend Provisions of the Fire Code Ordinance 40.000

The City currently utilizes the 2006 edition of the International Fire Code as the Fire Code of Mount Clemens. The 2006 edition has been replaced by the 2012 edition of the International Fire Code and, therefore, it is necessary to amend the Fire Code Ordinance 40.000 to reflect the same.

SUBMITTED BY: Captain Gregg Shipman, Fire Department
Michael J. Murray, City Attorney

RECOMMENDED MOTION: Approve the introduction and first reading of the amendment to the Fire Code Ordinance; and set May 18, 2015, as the date for the second reading and adoption.

**AMENDMENT TO 40.000 - FIRE CODE
CITY OF MOUNT CLEMENS, MICHIGAN**

An ordinance of the City of Mount Clemens adopting the 2012 edition of the International Fire Code, including Appendix Chapters A through J, and any cumulative supplements, as published by the International Code Council, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the City of Mount Clemens; providing for the issuance of permits for hazardous uses or operations; amending Ordinance No. 40.000 of the City of Mount Clemens all other ordinances and parts of ordinances in conflict therewith.

THE CITY OF MOUNT CLEMENS ORDAINS:

40.001 - Sec. 1.

ADOPTION BY REFERENCE.

A certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Mount Clemens, being marked and designated as the International Fire Code, 2012 edition, including Appendix Chapters A through J, as published by the International Code Council, be and is hereby adopted as the Fire Code of the City of Mount Clemens, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of a hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the City of Mount Clemens are hereby referred to, adopted, and made part hereof, as fully set out in this ordinance, and with the additions, insertions, deletions and changes, if any, prescribed in section 2 of this ordinance.

(code eff. Oct., 1958; amend. adopt. Jan. 3, 1968, Dec. 20, 1971, Aug. 15, 1974; further amend. Jan., 1978; further amend. eff. June 11, 1981; further amend. eff. Nov. 11, 1987; further amend. eff. Oct. 30, 1997; further amend. eff. Nov. 29, 2001; further amend. eff. March 27, 2008)

40.002 - Sec. 2.

INSERTIONS.

(A) That the following sections of the 2012 International Fire Code are hereby revised:

Section 101.1 Insert: City of Mount Clemens.

Section 109.3. Insert: Guilty of a Misdemeanor punishable by a fine of not more than \$500.00 and/or imprisonment not exceeding 90 days.

Section 111.4. Insert: a fine of not less than \$100.00 and not more than \$500.00.

(B) That the geographic limits referred to in certain sections of the 2012 International Fire Code are hereby established as follows:

- (1) Section 5704.2.9.6.1 (limits in which the storage of flammable cryogenic fluids in stationary containers is prohibited): Shall be limited to areas zoned for storage of said fluids when stored in compliance with the International Fire Code and in compliance with the rules as set out by the Department of Consumer and Industry Services.
- (2) Section 5706.2.4.4 (limits in which the storage of Class I and Class II liquids in above-ground tanks outside of buildings, is prohibited): Shall be limited to areas zoned for storage of said liquids when stored in compliance with the International Fire Code and in compliance with the rules as set out by the Department of Consumer and Industry Services.
- (3) Section 5806.2 (geographic limits in which the storage of Class I and II liquids in above-ground tanks in prohibited): Shall be limited to areas zoned for storage of said liquids when stored in compliance with the International Fire Code and in compliance with the rules as set out by the Department of Consumer and Industry Services.
- (4) Section 6104.2 (limits in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas): Shall be limited to areas zoned for storage of said fluids when stored in compliance with the International Fire Code and in compliance with the rules as set out by the Department of Consumer and Industry Services.

(ord. eff. Nov. 29, 2001; amend. eff. March 27, 2008)

40.003 - Sec. 3.

REPEALS.

Any and all ordinances of the City of Mount Clemens, or any parts or provisions thereof, to the extent that they are contrary to or inconsistent with the provisions herewith, are hereby expressly repealed.(ord. eff. Nov. 29, 2001; amend. eff. March 27, 2008)

40.004 - Sec. 4.

SEVERABILITY.

That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City of Mount Clemens hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

(ord. eff. Nov. 29, 2001; amend. eff. March 27, 2008)

40.013 - Sec. 13.

RESERVED.

Editor's note—

An ordinance effective March 27, 2008, repealed § 40.013. Formerly, such section pertained to fires, regulations, and prohibitions; derived from code eff. Oct., 1958; amends. adopt. Jan. 3, 1968, Dec. 20, 1971, Aug. 15, 1974, and Jan. 1978.

40.014 - Sec. 14.

RESERVED.

Editor's note—

Section 2 of an ordinance effective October 30, 1997, repealed § 40.014. Formerly, such section pertained to Christmas trees; disposition and derived from code eff. Oct., 1958; amends. adopt. Jan. 3, 1968, Dec. 20, 1971, Aug. 15, 1974; Jan. 1978.

40.015. - [Sec. 15.]

EXPLANATION OF AGENDA – May 4, 2015

Agenda Item No. 9-C

Introduction and First Reading of an Ordinance to Amend Provisions of the Fire Prevention Code Ordinance 40.050

The City currently utilizes the BOCA National Fire Prevention Code 9th Edition, 1993, as its Fire Prevention Code. The 2012 edition of the National Fire Protection Association (“NFPA”), NFPA 1 (Fire Prevention Code) along with the 2012 edition of NFPA 101 (Life Safety Code) and all appendices, have replaced the BOCA Fire Protection Code and it is, therefore, necessary to amend the City Fire Prevention Code Ordinance 40.050 to reflect the same.

SUBMITTED BY: Captain Gregg Shipman, Fire Department
Michael J. Murray, City Attorney

RECOMMENDED MOTION: Approve the introduction and first reading of amendment to the Fire Prevention Code Ordinance; and set May 18, 2015, as the date for the second reading and adoption.

AMENDMENT TO 40.050 FIRE PREVENTION CODE
CITY OF MOUNT CLEMENS, MICHIGAN ord. eff. _____, 2015

An ordinance to adopt a new fire prevention code, the 2012 edition of the National Fire Protection Association (“NFPA”), NFPA 1 (Fire Prevention Code) along with the 2012 edition of NFPA 101 (Life Safety Code) and all appendices replacing “The BOCA National Fire Prevention Code 9th Edition, 1993” ; documents listed in Chapter 2 of that NFPA Code; prescribing regulations governing conditions hazardous to life and property from fire or explosions; providing for the issuance of permits and collections of fees; repealing all other ordinances and parts of ordinances in conflict therewith; providing a penalty; providing a severability clause; and providing an effective date.

40.051 - Sec. 1. ADOPTION OF FIRE PREVENTION CODE.

The 2012 edition of NFPA 1 (Fire Prevention Code) and the 2012 edition of NFPA, 101 (Life Safety Code), 2012 appendices and documents adopted by Chapter 2 of that NFPA Code, one copy of which is on file and is open to inspection by the public in the office of the City Clerk, be and hereby is adopted and incorporated into this article as fully as if set out at length herein, and from the date on which this article shall take effect, the provisions thereof shall be controlling within the jurisdictional limits of the Mount Clemens Fire Department. The same are hereby adopted as the Fire Prevention Code of the City of Mount Clemens for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion and providing for issuance of permits and collection of fees.

40.052 - Sec. 2. VIOLATION AND PENALTY.

Any person, firm, corporation or legal entity that violates disobeys, omits, neglects or refuses to comply with any provision of this code or standard hereby adopted or fails to comply therewith; or who shall violate or fail to comply with any order made thereunder; or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder; or fails to operate in accordance with any certificate or permit issued thereunder; and from which no appeal has been taken; or who shall fail to comply with such an order as affirmed or modified by a court of competent jurisdiction, within the time fixed by the code, shall severally for each and every such violation and noncompliance, respectively, be guilty of a misdemeanor, punishable upon conviction by a fine of not less than \$100.00 nor more than \$500.00 or by imprisonment for not more than 90 days or by both such fine and imprisonment in the discretion of the court. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified the application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions. Each day that prohibited conditions are maintained shall constitute a separate offense.

40.053 – Sec. 3. REPEAL.

Ordinance numbers 40.051 through 40.055 shall be amended to reflect the adoption of the National Fire Protection Association (NFPA), NFPA 1, Fire Prevention Code. All ordinances or parts of ordinances in conflict hereof are hereby repealed.

40.054 - Sec. 4. CONFLICTS.

If any provision of this ordinance conflicts with other ordinances of the City, this ordinance shall apply and control.

40.055 - Sec. 5. SEVERABILITY.

This ordinance and the various parts, sentences, paragraphs, sections and clauses thereof are hereby declared to be severable. Should any part, sentence, paragraph, section, or clause be declared unconstitutional, null or void by a court of competent jurisdiction, such declaration shall not have any effect on the validity of the remaining parts, sentences, paragraphs, sections and clauses of this ordinance.

~~40.051 – Sec. 1. ADOPTION OF FIRE PREVENTION CODE.~~

~~Pursuant to Section 117.3(k) of Act. No. 279 of the Public Acts of Michigan of 1909, as amended, a certain document, a copy of which is on file in the office of the City Clerk, being marked and designated as "The BOCA National Fire Prevention Code, 9th Edition, 1993," as published by the Building Officials and Code Administrators International, Inc., is hereby adopted as the Fire Prevention Code of the City of Mount Clemens, in the State of Michigan; for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of the BOCA National Fire Prevention Code, 9th Edition, 1993, are hereby referred to, adopted and made a part hereof as if fully set out in this Ordinance.~~

~~(ord. eff. Oct. 11, 1984; amend eff. July 20, 1989; further amend. eff. Nov. 15, 1990; Mar. 30, 1995)~~

~~40.052 – Sec. 2. INSERTIONS.~~

~~The "City of Mount Clemens, Michigan," shall be inserted in Section F-100.1 on page 1 of the Code.~~

~~(ord. eff. Oct. 11, 1984; amend eff. July 20, 1989; further amend. eff. Nov. 15, 1990)~~

~~40.053 – Sec. 3. SAVING CLAUSE.~~

~~Nothing in this Ordinance or in the Fire Prevention Code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or any cause or causes~~

~~of action acquired or existing, under any act or ordinance hereby repealed, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.~~

~~(ord. eff. Oct. 11, 1984)~~

~~40.054 – Sec. 4. SEVERABILITY; PARAGRAPH HEADINGS AND CONFLICT.~~

~~If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be a part of this Ordinance. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.~~

~~(ord. eff. Oct. 11, 1984)~~

~~40.055 – Sec. 5. PENALTIES.~~

~~Any person, firm or corporation who shall fail to comply with any of the provisions hereof shall, upon conviction thereof, be subject to a fine of not more than Five Hundred Dollars (\$500.00) or imprisonment for a period not to exceed ninety (90) days, or by both such fine and imprisonment. A violation of this Ordinance shall be considered a separate offense for each day it continues.~~

~~(ord. eff. Oct. 11, 1984)~~

40.056 - Sec. 6. LIABILITY.

The fire code official or his designee shall not be liable for any costs or damages incurred as a result of enforcement of any provision of this Code. Costs or damages incurred as a result of enforcement of this code and enforcement measures necessary to ensure the safety of the City and its populace shall be the responsibility of the owner and/or operator of the property, equipment, vehicle, or vessel causing or contributing to a dangerous or hazardous condition or conditions, including pollution or potential pollution of the environment. (*ord. eff. Mar. 30, 1995*)

EXPLANATION OF AGENDA – May 4, 2015

Agenda Item No. 9-D

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. The agreement will reflect an hourly equivalent rate and a not-to-exceed cost. The hours and costs can be reduced as conditions and progress warrant. 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 on a not-to-exceed basis 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 30, 2015
TO: Mayor & Commission
FROM: Steve Brown
RE: Utilities Department Management Contract

We have had several discussions regarding the prospect of approving the execution of a contract for management of our Utilities function by a management company, specifically F & V Operations and Resource Management (FVOP). For reference purposes, I again provide the materials from recent Commission meetings. Most recently, action was delayed until our May 4, 2015 meeting with direction from the Commission that I explore and provide additional information on the possibility of contracting with the company for a lesser number of hours at a lesser cost. Also, the direction spoke of determining the cost of providing training to an internal candidate so that employee could achieve/obtain the additional licenses the City desires for the position of Utilities Director.

I will begin with the training costs potentially associated with an internal candidate. My look into the licensing requirements reveals the following:

- The Class A license for wastewater requires 4 years of experience
- The F-1 license for water treatment also requires 4 years of experience although if you have either a Class A or are a Professional Engineer (PE) you can take 6 months off this requirement potentially (holding an F-1 does NOT reduce the experience requirement for the Class A license)
- The S-1 license for water distribution also requires 4 years of experience
- The A-1i license for storm water has no experience requirement and the testing frequency is very often whereas testing for the other licenses is typically offered only twice per year

The schooling associated with these licenses roughly equates to somewhere between an Associate and a Bachelor's degree in engineering with 10 credits in business also required. Using a recent estimate for Macomb Community College, the costs for an Associate degree is approximately \$11,000 and up. The City's tuition reimbursement policy would likely limit this cost to the City at \$1,600 and up, as we reimburse up to \$400 per year only. Additional costs are likely to include preparatory classes and testing costs. Testing fees are around \$100 per test and the class fees vary widely. Making some reasonable assumptions would put an estimate of training costs to be paid by the City at \$2,000 and up. Please note that some intensive training options can get to be very expensive so this cost could go up depending on what is approved by the City. Regardless, as stated at the 04/20/15 meeting, these training costs would not reach a point where they would meaningfully impact the comparison of the costs of an internal candidate versus the costs associated with a management company.

The existing FVOP proposal is for senior level review of each our systems by properly licensed staff. In other words, each of our systems will have the immediate benefit of an appropriately licensed specialist overseeing the technical aspects of operations. The FVOP team will provide slightly beyond 40 hours per week (roughly 41.5 actually) in staffing effort as it is quoted on a monthly basis at 180 hours per month. However, notwithstanding the request for a proposal at a lesser number of hours, it is my opinion that the 180 hours per month level of staffing/effort is necessary and appropriate. Initially, I recommend we maintain that level of support for a variety of reasons.

First, this is a large and important function in the City. It has two large plant operations with a great deal of invested resources, staffing, supplies, etc., and millions of dollars in capital investment at work. It also has millions more in capital assets that make up the distribution and collection system associated with this function as well. This reality is further reflected in the substantial debt service the Utilities function is also responsible for. All of these functions require day-to-day attention in terms of management oversight. Also, fundamentally, the supply of safe drinking water and the safe and efficient processing and treatment of wastewater are absolutely critical functions. All of this was reflected in the fact that the prior Utilities Director was the highest compensated department head at the City.

Second, the absence of day-to-day, technical management oversight for the past year has had an impact. I firmly believe that the initial effort required to stabilize and improve our operations will require at least the level of effort and staffing reflected in the FVOP proposal and proposed agreement. Attempting to get by with a reduced commitment from FVOP or by promoting an internal candidate that will have to learn, train and gain experience and licenses on the job would continue our current state of affairs wherein this critical function is inadequately managed. With the FVOP contract, the City will have fully licensed professionals overseeing all of our operations from day one.

Another difference to consider is that the costs of a management company are essentially fully realized at the time of payment. There are no added future costs. The management company is responsible for their employee training and the City has no future benefit obligations (no OPEB, etc.) either. The costs are simple, straightforward and free of future obligations to the company and its employees.

In terms of the prospect of reducing hours and costs, I will point out that a reduction in hours creates the issue of what to remove from the proposal/scope of service to be provided by the company. Some of our highest priority goals (asset inventory, capital improvement plans, etc.) are the items most likely to suffer from an attendant lack of attention if hours are reduced. While this is an assumption, it is based and grounded on our historical and current experience. As mentioned earlier, these are complex operations that require a great deal of management oversight and attention if we want things to operate efficiently and smoothly. The reason we have inadequate information on our capital assets is because the daily demands of management and oversight has been the focus of management staff. That has led to an inadequate focus on the capital assets of the operations. If the hours of our management contract are reduced, I feel this issue would persist, to the detriment of our systems, the City and our customers in the long run.

Because of these concerns, I am very much reluctant to state that we can reduce the hourly commitment under the management contract and I am certainly reluctant to put a number on this. In other words, I do not feel we have enough information to say that we can reduce the monthly hours from the current level of 180 hours to, hypothetically, 135 hours. FVOP has indicated that they are willing to basically modify the agreement to reflect an hourly rate based on the costs quoted and have

this awarded on a not to exceed basis. This would allow and facilitate an a la carte approach to work under the agreement. In the short run, I firmly believe we should maintain the proposed staffing at 180 hours per month. As things progress, i.e. as operations are stabilized and improved, as plans are developed, etc., the hours and costs required could be reduced, based upon the decisions of City Administration. FVOP has stated they are comfortable with this approach and, in fact, it is consistent with their preference to ultimately increase the level of oversight that our employees will handle, as they become more familiar with process improvements as they are implemented.

Please feel free to contact me if you have any questions. Regardless, I look forward to your discussion and a decision on how to provide management direction over this critical area at your May 4th meeting.



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 – May 4, 2015

Agenda Item No. 9-E

Direct the City Manager to Provide a Budget Book to the Fire Department

Prior City practice has been to provide Budget books to the Mayor and Commissioners, the City Manager and Department Heads only. The purpose of this motion is to direct the City Manager to provide one fiscal year 2016 budget book to the Fire Department for their use and review and that the City Manager continue this practice for future Budget books as well.

SUBMITTED BY: Denise Mentzer, City Commissioner
Ron Campbell, City Commissioner

RECOMMENDED MOTION: To direct the City Manager to provide the Fire Department with a budget book each fiscal year during the budget process beginning with the fiscal year 2016 budget book.

EXPLANATION OF AGENDA – May 4, 2015

Agenda Item No. 9-F

APPROVE PURCHASES AND PAYMENT OF INVOICES

VENDOR (PURCHASES)	DESCRIPTION	FUND/ DEPARTMENT/ APPROPRIATION	ACCOUNT NUMBER	AMOUNT	CURRENT BALANCE
1.Rizzo Services 6200 Elmridge Sterling Heights, MI 48313	Estimated annual Requirement of Rolloffs needed by The Department of Public Services PART I	Sanitation System Fund/ Contractual Services	596-52100-818000	\$295.00/20 yard \$325.00/30 yard \$400.00/40 yard	\$145,518.46
2.Rizzo Services 6200 Elmridge Sterling Heights, MI 48313	Estimated annual Requirement of Rolloffs needed By the Wastewater Treatment Plant PART II; Option 1	Sewer-Utilities Fund/ Operation of Plant/ Grit Disposal	590-53708-822000	\$150.00/10 yard	\$15,037.40
3.Rizzo Services 6200 Elmridge Sterling Heights, MI 48313	Estimated annual Requirement of Rolloffs needed By the Water Plant PART III	Water-Utilities Fund/ Operation of Plant/ Contractual Services	591-53708-818000	\$185.00 + \$50.00 liner (if applicable)	*

VENDOR (PURCHASES)	DESCRIPTION	FUND/ DEPARTMENT/ APPROPRIATION	ACCOUNT NUMBER	AMOUNT	CURRENT BALANCE
4.Rizzo Services 6200 Elmridge Sterling Heights, MI 48313	Estimated annual Requirement of Hauling and Disposal of City- Owned Dumpsters	Sanitation System Fund/ Contractual Services	596-52100-818000	\$24,315.20 (Year 1) \$24,315.20 (Year 2) \$24,315.20 (Year 3)	\$145,518.46
5.Weingartz 46061 Van Dyke Utica, MI 48317	Exmark Lazer 60” Mower STATE CONTRACT PRICING	Motor Pool Fund/ Department of Public Services/ Vehicles	661-44100-985000	\$8,152.00	\$20,000.00
6.Luigi Ferdinandi and Son Cement 16481 Common Road Roseville, MI 48066	Estimated annual Requirement of Cement Repairs	Various	Various	\$169,150.00	Various

VENDOR (INVOICES)	DESCRIPTION	FUND/ DEPARTMENT/ APPROPRIATION	ACCOUNT NUMBER	AMOUNT	CURRENT BALANCE
1. Michigan Municipal Risk Management Authority 14001 Merriman Livonia, MI 48154	Deductible Portion Of a Claim; Hage	General Fund/ Liability Insurance	101-85100-928000	\$7,032.97	\$29,170.71

*Budget amendment to be made at a later date.

SUBMITTED BY: Marilyn Dluge, Finance Director/Treasurer

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

CITY OF MOUNT CLEMENS

Tabulation of sealed bids received and opened on Tuesday, April 7, 2015, for a roll-off container at the Street Department (Part I), a roll-off at the Wastewater Treatment Plant (Part II), and a roll-off container at the Water Plant (Part III):

BIDDER	PART I: <u>DEPARTMENT OF PUBLIC SERVICES</u> 20/30/40-YARD ROLL-OFF HAUL/RENTAL/ DISPOSAL (special events)	PART II: OPTION 1: <u>WWTP</u> 10-YARD ROLL-OFF HAUL/ RETURN	PART II: OPTION 2: <u>WWTP</u> CONTRACTOR'S CONTAINER	PART II: OPTION 3: <u>WWTP</u> CONTRACTOR'S EQUIPMENT	PART III: <u>WATER PLANT</u> (DRIED MUD)
1. Republic Services/ Allied Waste 1633 Highwood West Pontiac, MI 48340	\$249.00 \$249.00 \$249.00 Disposal Site: Oakland Heights @ \$25/ton	\$395.00 No disposal Costs included	No Bid	No Bid	\$395.00 No disposal Costs included
2. Rizzo Services 6200 Elmridge Sterling Heights, MI 48313	\$295.00 \$325.00 \$400.00	\$150.00	\$185.00	\$215.00	\$185.00 + \$50 liner (If applicable)
5. Waste Management 48797 Alpha Drive Suite 100 Wixom, MI 48393	\$339.00 \$379.00 \$419.00	No Bid	\$339.00	No Bid	\$339.00

Marilyn Dluge
Finance Director/Treasurer

CITY OF MOUNT CLEMENS

Tabulation of sealed bids received and opened on Tuesday, April 7, 2015, for our estimated annual requirement of Hauling and Disposal of City-Owned Dumpsters for a three-year agreement:

BIDDER	YEAR	2-YARD FRONT LOAD 2 CONTAINERS/WEEK X 52 WEEKS	2-YARD COMPACTOR 4 CONTAINERS/WEEK X 52 WEEKS	4-YARD FRONT LOAD 6 CONTAINERS/WEEK X 52 WEEKS	6-YARD FRONT LOAD 12 CONTAINERS/WEEK X 52 WEEKS	8-YARD FRONT LOAD 14 CONTAINERS/WEEK X 52 WEEKS	TOTAL
1.Republic Services/ Allied Waste 1633 Highwood West Pontiac, MI 48340 Disposal Site: Oakland Heights Dumpster Replacements/each	Year 1	\$1,583.92	\$7,920.64	\$5,903.04	\$14,401.92	\$19,153.68	\$48,963.20
	Year 2	\$1,623.44	\$8,118.24	\$6,052.80	\$14,763.84	\$19,634.16	\$50,192.48
	Year 3	\$1,664.00	\$8,320.00	\$6,202.56	\$15,132.00	\$20,121.92	\$51,440.48
	Grand Total						\$150,596.16*
2.Rizzo Services 6200 Elmridge Sterling Heights, MI 48313 Disposal Site: Pine Tree Acres Landfill Dumpster Replacement/each	Year 1	\$936.00	\$2,288.00	\$2,433.60	\$7,300.80	\$11,356.80	\$24,315.20
	Year 2	\$936.00	\$2,288.00	\$2,433.60	\$7,300.80	\$11,356.80	\$24,315.20
	Year 3	\$936.00	\$2,288.00	\$2,433.60	\$7,300.80	\$11,356.80	\$24,315.20
	Grand Total						\$72,945.60
3.Waste Management of Michigan, Inc. 48797 Alpha Drive Suite 100 Wixom, MI 48393 Disposal Site: Pine Tree Acres Recycle And Disposal Facility Dumpster Replacement/each	Year 1	\$901.68	\$2,231.84	\$3,238.56	\$7,550.40	\$10,053.68	\$23,976.16
	Year 2	\$919.36	\$2,275.52	\$3,304.08	\$7,700.16	\$10,257.52	\$24,456.64
	Year 3	\$938.08	\$2,321.28	\$3,369.60	\$7,856.16	\$10,461.36	\$24,946.48
	Grand Total						\$73,379.28
		\$75.00/delivery/switch	n/a	\$75.00/delivery/switch	\$75.00/delivery/switch	\$75.00/delivery/switch	\$75.00/delivery/switch Waste Management Will retain ownership Of containers**

*Excludes yard waste and bulk items.

**Does not meet bid specification.

Marilyn Dluge
Finance Director/Treasurer

WEINGARTZ EVERYTHING FROM LAWN TO SNOW

QUOTATION

To: **CITY OF MT. CLEMENS**
STREET DEPARTMENT
95 ELDRIDGE
MOUNT CLEMENS, MI 48043

Quote #: **10000965-00**
 Date: **01/09/15**
 Exp Date:

Attn:
 Phone: **(588) 469-8847**
 Email:

Prepared By: **Terry Pakulski - Utica Sales**
 Phone:
 Email: **tpakulski@weingartz.com**

Product number	Product and Description	Qty	Sale Price	Total
ML901-5.50GT	Mclane Edger List Price: \$419.95	1	\$397.00	\$397.00
RMCHTZ2460	Redmax Hedge Trimmer 24" Double Sided, 23.6cc List Price: \$469.99	1	\$375.96	\$375.96
EXLZE740EKC604	Lazer E-Series 740 Koh EFI 60" Deck List Price: \$11,321.00	1	\$8,152.00	\$8,152.00

Total **\$8,924.96**
 Invoice Total **\$8,924.96**

** **
 EXMARK IS STATE BID PRICE

Approved By

Customer

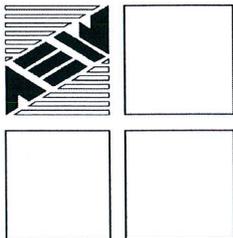
Date

Terry Pakulski 1-9-15
 Weingartz Representative Date

Page 1 of 1

Weingartz, 46061 Van Dyke Ave, Utica, MI 48317,

WWW.WEINGARTZ.COM



ANDERSON, ECKSTEIN AND WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315

Civil Engineers • Surveyors • Architects 586-726-1234

April 23, 2015

Jeff Wood
Public Services Director
City of Mount Clemens
95 Eldredge Street
Mount Clemens, Michigan 48043

Reference: 2015 Concrete Street Repairs
AEW Project No. 0220-0070

Dear Mr. Wood:

Attached is a tabulation of bids received by the City of Mount Clemens on Wednesday, April 22, 2015, for the 2015 Concrete Street Repairs project.

At the time of bidding the extent of the project quantities were estimated based on expected concrete street repairs, sidewalk repairs and other miscellaneous related items in order to evaluate the bids. Four bids were received and the low bidder is Luigi Ferdinandi & Son Cement Co. Inc. (Luigi), 16481 Common Road, Roseville, MI 48066. Based on our review of the complete bid submittals, we recommend, Luigi Ferdinandi & Son Cement, satisfactory to perform the work under this contract based on the unit prices provided.

Per the language specified in the Specifications and Contract Documents, for the next year with the option to extend for one additional year, the City reserves the right to apply unit pricing for other required pavement repairs.

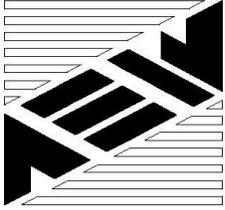
Please do not hesitate to call if you have any questions.

Sincerely,

Kyle M. Seidel, PE

cc: Terese Lucci, Purchasing Assistant

Enclosure: Bid Tabulation



TABULATION OF BIDS

City of Mount Clemens
2015 Concrete Street Repairs

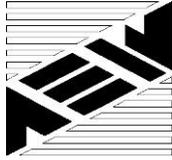
AEW PROJECT NO. 0220-0070

DATE: 4/22/2015
TIME: 9:00 AM

Prepared by: Anderson, Eckstein and Westrick, Inc.
51301 Schoenherr Road
Shelby Township, MI 48315

VENDOR RANKING

<i>RANK</i>	<i>VENDOR NAME</i>		<i>TOTAL BID</i>
1	Luigi Ferdinandi & Son Cement Co., Inc.	\$	169,150.00
2	Hartwell Cement Company	\$	228,325.00
3	Fiore Enterprises, LLC	\$	259,027.50
4	Lacaria Concrete Construction, Inc.	\$	303,600.00



TABULATION OF BIDS

City of Mount Clemens

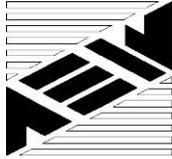
2015 Concrete Street Repairs

AEW PROJECT NO. 0220-0070

Luigi Ferdinandi & Son
Cement Co., Inc.
16481 Common Road
Roseville MI 48066

Hartwell Cement Company
2160 Fern Ave
Oak Park, MI 48237

Item No.	Description	Estimated		Luigi Ferdinandi & Son Cement Co., Inc.		Hartwell Cement Company	
		Quantity	Units	Unit Price	Amount	Unit Price	Amount
1.	Mobilization	4	Ea	500.00	2,000.00	1,000.00	4,000.00
2.	Dr Structure, Rem	1	Ea	200.00	200.00	500.00	500.00
3.	Sewer, Rem, Less than 24 inch	50	Ft	20.00	1,000.00	12.00	600.00
4.	Curb and Gutter, Rem	800	Ft	5.00	4,000.00	9.00	7,200.00
5.	Sidewalk, Rem	1500	Syd	1.00	1,500.00	1.00	1,500.00
6.	_Driveway, Conc, Rem	50	Syd	9.00	450.00	9.00	450.00
7.	_Subgrade Undercutting, Modified	100	Cyd	50.00	5,000.00	5.00	500.00
8.	_Full Depth Sawcutting through Existing Pavement,	3000	Ft	2.00	6,000.00	2.25	6,750.00
9.	Sewer, CI IV, 12 inch, Tr Det B	50	Ft	20.00	1,000.00	45.00	2,250.00
10.	_External Structure Wrap, 12 inch	5	Ea	300.00	1,500.00	350.00	1,750.00
11.	_External Structure Wrap, 18 inch	5	Ea	400.00	2,000.00	400.00	2,000.00
12.	Dr Structure Cover, Adj, Case 1	8	Ea	200.00	1,600.00	125.00	1,000.00
13.	Dr Structure Cover, Adj, Case 2	2	Ea	350.00	700.00	250.00	500.00
14.	Dr Structure, 24 inch dia	1	Ea	1,000.00	1,000.00	900.00	900.00
15.	Dr Structure, Adj, Add Depth	20	Ft	200.00	4,000.00	125.00	2,500.00
16.	Dr Structure, Tap, 6 inch	10	Ea	20.00	200.00	75.00	750.00
17.	_Sewer, Sch 40 PVC, 10 inch, Tr Det B	25	Ft	20.00	500.00	50.00	1,250.00
18.	_Sewer, Sch 40 PVC, 8 inch, Tr Det B	25	Ft	20.00	500.00	45.00	1,125.00
19.	_Dr Structure Cover, Catch Basin	6	Ea	300.00	1,800.00	400.00	2,400.00
20.	_Dr Structure Cover, Combined Manhole	2	Ea	400.00	800.00	400.00	800.00
21.	_Dr Structure Cover, Gate Well	1	Ea	400.00	400.00	425.00	425.00
22.	_Dr Structure Cover, Sanitary Manhole	1	Ea	400.00	400.00	425.00	425.00
23.	_Dr Structure, 36 inch dia	1	Ea	1,000.00	1,000.00	1,000.00	1,000.00
24.	_Precast Concrete Manhole Flat Top, 5 foot dia.	1	Ea	1,000.00	1,000.00	400.00	400.00
25.	Underdrain, Subgrade, 6 inch	400	Ft	10.00	4,000.00	7.00	2,800.00
26.	Conc Pavt with Integral Curb, Nonreinf, 7 inch	1800	Syd	36.00	64,800.00	65.00	117,000.00
27.	Joint, Expansion, E2	100	Ft	10.00	1,000.00	9.00	900.00
28.	Cement	2	Ton	100.00	200.00	150.00	300.00
29.	Joint, Expansion, Erg	200	Ft	10.00	2,000.00	13.50	2,700.00
30.	Lane Tie, Epoxy Anchored	1200	Ea	3.00	3,600.00	2.25	2,700.00
31.	Pavt Repr, Rem	1800	Syd	9.00	16,200.00	9.00	16,200.00



TABULATION OF BIDS

City of Mount Clemens

2015 Concrete Street Repairs

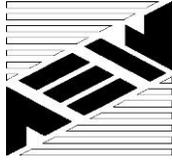
AEW PROJECT NO. 0220-0070

Luigi Ferdinandi & Son
Cement Co., Inc.
16481 Common Road
Roseville MI 48066

Hartwell Cement Company
2160 Fern Ave
Oak Park, MI 48237

Item No.	Description	Estimated		Luigi Ferdinandi & Son Cement Co., Inc.		Hartwell Cement Company	
		Quantity	Units	Unit Price	Amount	Unit Price	Amount
32.	Driveway, Nonreinf Conc, 6 inch	100	Syd	63.00	6,300.00	54.00	5,400.00
33.	Curb and Gutter, Conc, Det F1	800	Ft	20.00	16,000.00	25.00	20,000.00
34.	Detectable Warning Surface	50	Ft	30.00	1,500.00	30.00	1,500.00
35.	Sidewalk Ramp, Conc, 4 inch	200	Sft	6.00	1,200.00	8.50	1,700.00
36.	Sidewalk Ramp, Conc, 6 inch	500	Sft	7.00	3,500.00	9.50	4,750.00
37.	Sidewalk, Conc, 4 inch	1500	Sft	4.00	6,000.00	4.50	6,750.00
38.	Sidewalk, Conc, 6 inch	300	Sft	6.00	1,800.00	5.50	1,650.00
39.	_Traffic Maintenance and Control	1	LS	500.00	500.00	1,500.00	1,500.00
40.	Sodding	500	Syd	1.00	500.00	1.00	500.00
41.	Topsoil Surface, Furn, 3 inch	500	Syd	3.00	1,500.00	2.00	1,000.00
TOTAL AMOUNT BID				\$	169,150.00	\$	228,325.00

* CORRECTED BY ENGINEER



TABULATION OF BIDS

City of Mount Clemens

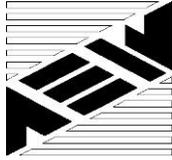
2015 Concrete Street Repairs

AEW PROJECT NO. 0220-0070

Fiore Enterprises, LLC
3411 W. Fort Street
Detroit MI 48216

Lacaria Concrete
Construction, Inc.
3720 Central Ave
Detroit MI 48210

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount
1.	Mobilization	4	Ea	5,000.00	20,000.00	8,000.00	32,000.00
2.	Dr Structure, Rem	1	Ea	375.00	375.00	500.00	500.00
3.	Sewer, Rem, Less than 24 inch	50	Ft	12.50	625.00	50.00	2,500.00
4.	Curb and Gutter, Rem	800	Ft	10.50	8,400.00	25.00	20,000.00
5.	Sidewalk, Rem	1500	Syd	1.10	1,650.00	2.00	3,000.00
6.	_Driveway, Conc, Rem	50	Syd	9.75	487.50	20.00	1,000.00
7.	_Subgrade Undercutting, Modified	100	Cyd	40.00	4,000.00	22.00	2,200.00
8.	_Full Depth Sawcutting through Existing Pavement,	3000	Ft	2.00	6,000.00	3.00	9,000.00
9.	Sewer, CI IV, 12 inch, Tr Det B	50	Ft	62.75	3,137.50	110.00	5,500.00
10.	_External Structure Wrap, 12 inch	5	Ea	450.00	2,250.00	700.00	3,500.00
11.	_External Structure Wrap, 18 inch	5	Ea	575.00	2,875.00	750.00	3,750.00
12.	Dr Structure Cover, Adj, Case 1	8	Ea	625.00	5,000.00	450.00	3,600.00
13.	Dr Structure Cover, Adj, Case 2	2	Ea	350.00	700.00	500.00	1,000.00
14.	Dr Structure, 24 inch dia	1	Ea	1,100.00	1,100.00	2,000.00	2,000.00
15.	Dr Structure, Adj, Add Depth	20	Ft	150.00	3,000.00	100.00	2,000.00
16.	Dr Structure, Tap, 6 inch	10	Ea	175.00	1,750.00	400.00	4,000.00
17.	_Sewer, Sch 40 PVC, 10 inch, Tr Det B	25	Ft	62.75	1,568.75	60.00	1,500.00
18.	_Sewer, Sch 40 PVC, 8 inch, Tr Det B	25	Ft	62.75	1,568.75	50.00	1,250.00
19.	_Dr Structure Cover, Catch Basin	6	Ea	450.00	2,700.00	700.00	4,200.00
20.	_Dr Structure Cover, Combined Manhole	2	Ea	450.00	900.00	700.00	1,400.00
21.	_Dr Structure Cover, Gate Well	1	Ea	450.00	450.00	750.00	750.00
22.	_Dr Structure Cover, Sanitary Manhole	1	Ea	450.00	450.00	750.00	750.00
23.	_Dr Structure, 36 inch dia	1	Ea	1,500.00	1,500.00	2,200.00	2,200.00
24.	_Precast Concrete Manhole Flat Top, 5 foot dia.	1	Ea	400.00	400.00	2,300.00	2,300.00
25.	Underdrain, Subgrade, 6 inch	400	Ft	10.75	4,300.00	10.00	4,000.00
26.	Conc Pavt with Integral Curb, Nonreinf, 7 inch	1800	Syd	47.85	86,130.00	45.00	81,000.00
27.	Joint, Expansion, E2	100	Ft	24.00	2,400.00	20.00	2,000.00
28.	Cement	2	Ton	225.00	450.00	700.00	1,400.00
29.	Joint, Expansion, Erg	200	Ft	15.00	3,000.00	25.00	5,000.00
30.	Lane Tie, Epoxy Anchored	1200	Ea	6.50	7,800.00	8.00	9,600.00
31.	Pavt Repr, Rem	1800	Syd	22.75	40,950.00	15.00	27,000.00



TABULATION OF BIDS

City of Mount Clemens

2015 Concrete Street Repairs

AEW PROJECT NO. 0220-0070

Fiore Enterprises, LLC
3411 W. Fort Street
Detroit MI 48216

Lacaria Concrete
Construction, Inc.
3720 Central Ave
Detroit MI 48210

Item No.	Description	Estimated		Fiore Enterprises, LLC		Lacaria Concrete Construction, Inc.	
		Quantity	Units	Unit Price	Amount	Unit Price	Amount
32.	Driveway, Nonreinf Conc, 6 inch	100	Syd	39.85	3,985.00	47.00	4,700.00
33.	Curb and Gutter, Conc, Det F1	800	Ft	21.00	16,800.00	25.00	20,000.00
34.	Detectable Warning Surface	50	Ft	40.00	2,000.00	60.00	3,000.00
35.	Sidewalk Ramp, Conc, 4 inch	200	Sft	4.75	950.00	7.00	1,400.00
36.	Sidewalk Ramp, Conc, 6 inch	500	Sft	6.75	3,375.00	7.50	3,750.00
37.	Sidewalk, Conc, 4 inch	1500	Sft	4.00	6,000.00	4.00	6,000.00
38.	Sidewalk, Conc, 6 inch	300	Sft	5.00	1,500.00	4.50	1,350.00
39.	_Traffic Maintenance and Control	1	LS	3,500.00	3,500.00	20,000.00	20,000.00
40.	Sodding	500	Syd	6.50	3,250.00	3.00	1,500.00
41.	Topsoil Surface, Furn, 3 inch	500	Syd	3.50	1,750.00	4.00	2,000.00
TOTAL AMOUNT BID				\$	259,027.50	\$	303,600.00

* CORRECTED BY ENGINEER

*

EXPLANATION OF CONSENT AGENDA – May 4, 2015

Agenda Item No. 10-A

Appointments to Boards, Committees and Commissions

Board of Zoning Appeals

Mayor recommends reappointing Richard Shoemaker as the Planning Commission Liaison to the Board of Zoning Appeals. This is for a 3-year term, which expires September 30, 2017.

Historical Commission

Mayor recommends appointing Mickey McGee to the Historical Commission. This is for a 3-year term, which expires June 30, 2018.

Mount Clemens Public Library Board

Mayor recommends appointing Wendy Callanan to the Mount Clemens Public Library Board. This is for a 4-year term, which expires July 1, 2019.

SUBMITTED BY: Barb Dempsey
Mayor

RECOMMENDED MOTION: To approve appointments as presented.

EXPLANATION OF CONSENT AGENDA – May 4, 2015

Agenda Item No. 10-B

Request Approval of the 2015 Anton Art Center Art Fair

The Anton Art Center is requesting City Commission approval to hold the 2015 Art Fair on June 6 and June 7, 2015. This would include the closing of Macomb Place from Southbound Gratiot Avenue to Walnut Street from 6:30 a.m. on Saturday, June 6, 2015 until 8:00 p.m. on Sunday, June 7, 2015. This would occur in conjunction with the Downtown Development Authority's Summer Fun Saturday and Bud Light Classic Car Show & Cruise Night on June 6, 2015.

As in the past, the Public Services Department would assist with the installation of street banners, trash pick-up and coordinating the closure of parking spaces within the Roskopp Lot for artists.

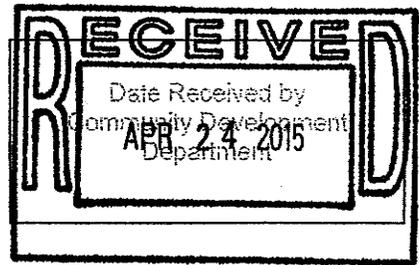
A Certificate of Insurance naming the City as an additional insured is required as a condition of approval.

SUBMITTED BY: Brian L. Tingley
Community Development Director

RECOMMENDED MOTION: Move to approve the 2015 Art Fair on June 6 and June 7, 2015, including the closure of Macomb Place and use of the Roskopp Parking Lot in cooperation with the Public Services Department.



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.

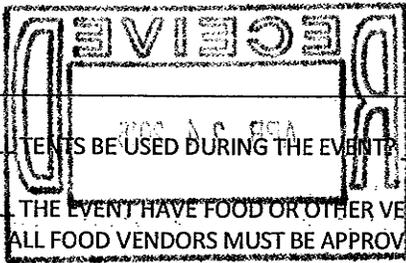
Sponsoring Organization's Legal Name: The Art Center
 Address: 125 Macomb Place City Mt. Clemens State MI Zip 48043
 Phone: Office: 586-469-8666 Cell: _____ Email: alilla@theartcenter.org
 Sponsoring Organization's Agent's Name: Anne Lilla SA Legal Name _____
 Address: _____ City _____ State _____ Zip _____
 Phone: Office: _____ Cell: _____ Email: _____

Event Name: Mount Clemens Art Fair
 Event Purpose: Community Event, Free Admission
 Event Location: Macomb Place between south bound Gratiot & Main Street / Fountain Stage
 Event Date: June 6 & 7
 Event Time(s): Sat 7:30 a.m. - 8:00 p.m. Sun - 10:30 a.m. - 7:30 p.m.

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

IS THE EVENT OPEN TO THE GENERAL PUBLIC YES NO
 NUMBER OF PEOPLE PROPOSED TO ATTEND OR PARTICIPATE EACH DAY: 4,000

WILL ELECTRIC EQUIPMENT BE USED AND/OR WILL WATER HOOK-UPS BE REQUIRED YES NO
 IF YES, PLEASE DESCRIBE THE PROPOSED LOCATION(S):
Area at stage for performers, sites on Macomb Place @ light poles & parking meters.



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.

Streets barricaded, trash pick-up, porta johns,
hanging street banners

IS ANY SIGNAGE PROPOSED? YES NO A-frames

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.

Anne Lilla
Applicant's Signature

April 24, 2015
Date

Anne Lilla
Printed Name of Applicant

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

Event: Mount Clemens Art Fair

Dates: June 6 & 7, 2015

Time: Saturday, 11 am – 8 pm

Time: Sunday, 11 am – 5 pm

Presented by:

Anton Art Center

125 Macomb Pl.

Mount Clemens, MI 48043

586-469-8666

alilla@theartcenter.org

The Mount Clemens Art Fair, a juried show featuring handcrafted work by fine artists and crafters held on Macomb Place in the downtown between SB Gratiot and N. Walnut. Sponsored by the Anton Art Center for 30 plus years, the Fair offers free entertainment and art activities for all ages.

Approximately 45 fine artists and crafters will set up portable tents on the sidewalk along both sides of Macomb Place. The area provided to artists for their individual assigned space is approximately 12' x 12'. Setup will begin on Saturday, June 6 at 7:30 am and the Fair will remain open until 8 pm. Sunday's hours are 11 am to approximately 8 pm, which includes exhibitors' teardown and event cleanup.

Entertainment appropriate for all ages will be performed on the Fountain Stage during the event. A tent for art activities will be setup in the Cherry St. Mall, near the Art-O-Craft building. A jazz group may perform on Macomb Place near the Art Center in the late afternoon on Saturday; plans are being made, but have not been finalized.

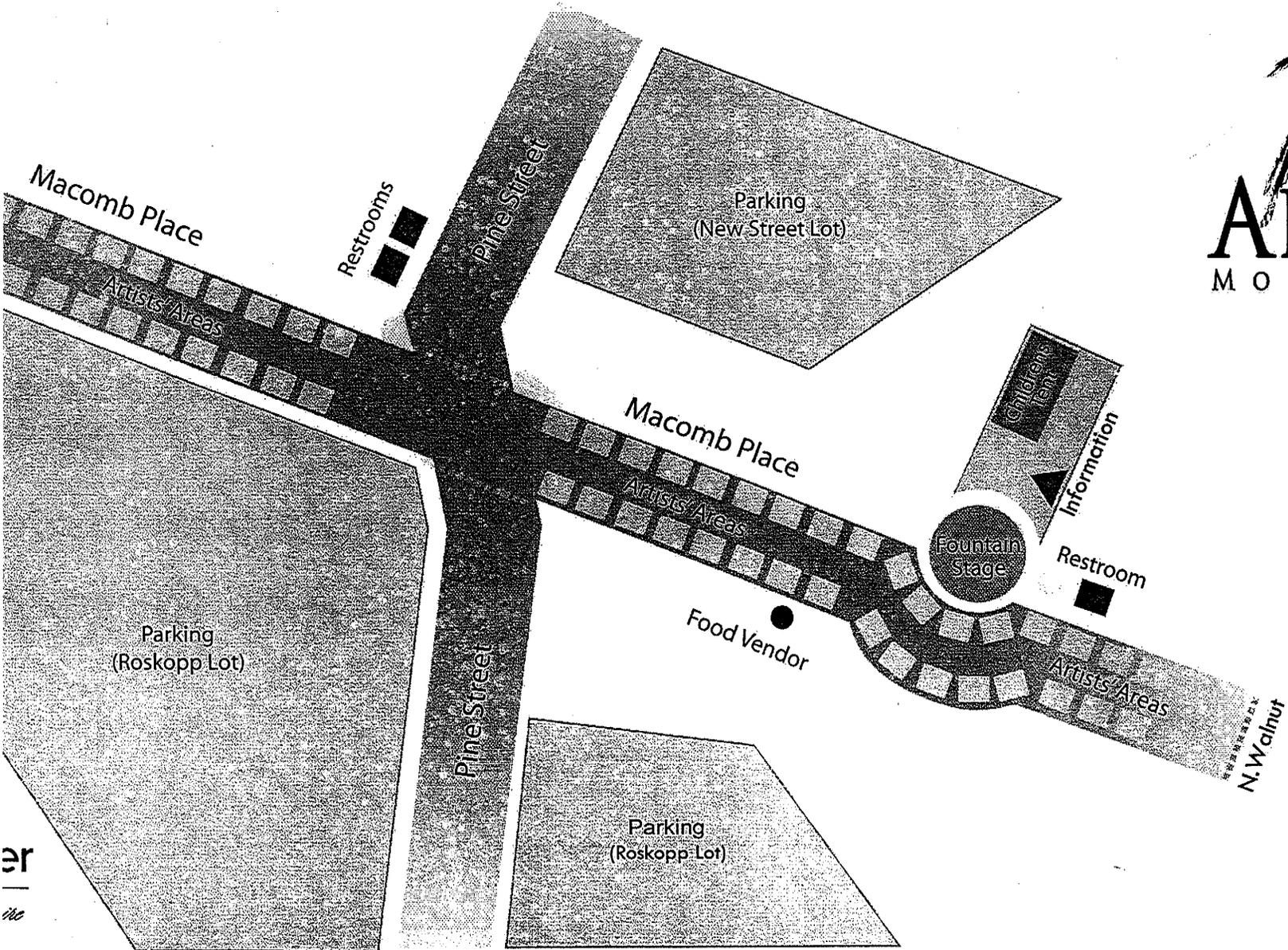
A-frame style free standing signs will be located on Macomb Pl. at the intersection of Pine St., near N. Walnut and on Main St. near the clock tower. We also request that the City sign at NB Gratiot and the Crocker Bridge list the Art Fair information prior to the event.

Requesting closure of Macomb Place between SB Gratiot and North Walnut from 6:30 am on Saturday, June 6 through 8 pm on Sunday, June 7, 2014 and use of the Fountain Stage and Cherry St. Mall location. Once the artists unload their wares and the fair begins, it is important for safety reasons that Pine Street be blocked on both sides of Macomb Place.



ART FAIR

MOUNT CLEMENS



- ▲
N
- Event Tents: ■
 - Artists' Areas: ▤
 - Food Vendors: ●
 - Restrooms: ■
 - Information: ▲

EXPLANATION OF AGENDA – May 4, 2015

TO: The Honorable Mayor Barb Dempsey and
All City Commissioners

FROM: Steven M. Brown, City Manager

DATE: May 1, 2015

RE: Report from the City Manager’s Office

1. Master Plan Update Status: The review committee conducted interviews on 04/29/15 and a recommendation should be forthcoming for approval by Mayor and Commission in the next few weeks.
2. Strategic Planning Process Update: We expect a SEMCOG draft of the Strategic Plan developed at our recent meetings in the next few weeks. The most recent meeting and subsequent work resulted in the development of specific priorities in several areas. The draft would be reviewed by Mayor and Commission with feedback to SEMCOG resulting in a final plan that will be presented for approval at a Mayor and Commission meeting in the near future.
3. Election Reminder: There is an election regarding the road funding proposal on Tuesday, May 5th. The polls will be open from 7:00 AM to 8:00 PM on Election Day. If you have any questions regarding your precinct or anything else related to this opportunity to vote on May 5th, please feel free to contact the Clerk’s office at (586) 469-6818, extension 3.
4. Good News Item: As an FYI, Brian Tingley recently pointed out some good news related to the expansion of one of our technology centered businesses, eyeWyre Software Studios. Please see the article at the following link:

<http://www.metromodemedia.com/innovationnews/eyewyresoftwarestudiosmtclemens0386.aspx>

Congratulations to eyeWyre!

5. Mass Transit Evaluation Process for Macomb County: City Administration and Mayor Dempsey recently participated in the first meeting of the Policy Committee and the Technical Committee that will evaluate future transit options and initiatives for Gratiot. Future meeting schedules for the two committees were discussed as well possible timelines for activity. The Regional Transit Authority is holding a Kickoff event in Detroit at Campus Martius on May 12th. Plans are also being made for a Macomb County event on May 20th.

6. Macomb Area Communities for Regional Opportunities (MACRO) May Meeting: MACRO has begun rotating the monthly meetings among the member communities. Mount Clemens was originally slated to host the September 2015 meeting but we recently agreed to switch to hosting the May 14, 2015 meeting instead. The topic of information technology services is on the agenda for this meeting which will be held at City Hall at 2:00 PM.