



AGENDA

CITY COMMISSION MEETING

Monday, May 16, 2016

7:00 PM

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

Presentation by the Michigan Economic Development Corporation on its Redevelopment Ready Community Report of Findings for the City of Mount Clemens.

5. Adoption of Agenda.
6. Public Participation.
7. Administrative Response to Issues or Questions Raised During Previous Meetings.
8. Approval of Minutes.
9. General Business.

9-A - Request for Approval to Enter into a Professional Services Agreement between the City of Mount Clemens and SAFEbuilt Michigan, LLC, for Building Official and Trade Inspection Services.

9-B - Request for Approval to Enter into a Professional Services Agreement between the City of Mount Clemens and Davis-Kirksey Associates, Inc., for Grant Writing Assistance.

9-C - Request Approval of a Proposal to Provide HR Consulting Services.

9-D - Consideration of the Request by the Mount Clemens Housing Commission to be a Separate and Independent Employer.

- 9-E - Request Approval of a License Agreement for County Requested Drop-Off Lane on South Main Street.
- 9-F - Adoption of 2016-2017 Budget Appropriations Resolution and Millage Rates.
- 9-G - Adoption of the Resolution Revising Water and Sewer Rates.
- 9-H - Adoption of the Resolution Revising Wholesale Water Rates.
- 9-I - Approval of Temporary Relocation of Voting Precinct.
- 9-J - Approve Purchases and Payment of Invoices.
10. Consent Agenda.
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 16, 2016

Administrative Response to Issues or Questions Raised During Previous Meetings

1. Sidewalk Work During Road Projects

A resident inquired about sidewalks, specifically those at corners, and, more specifically, about sidewalk work that she had previously completed being impacted by the project on Church Street. In fact, her recently completed sidewalk work was removed and redone as part of the project.

This issue came about due to changing regulations and timing. Road priorities are determined as time goes by and situations, road conditions and funding, develop. Church was identified for a major patching program. As work began, the City was addressing the issue of making corners handicap accessible in compliance with current regulations. The sidewalk squares that were impacted were part of a corner within the Church project footprint. The squares referenced by the resident, while in very good shape in general, had the specific problem of not meeting the current slope requirements that came into play with the handicap accessible work. As such, these squares, unfortunately, had to be replaced again.

Also, the resident inquired about whether additional corrective sidewalk work should even be done. This is a valid question, of course. The same variables will be in play on this kind of work, especially on squares near corners that have not been made handicap accessible previously. In other words, the City does plan for road work but new variables, road conditions suddenly worsening and/or new funding becoming available, could come into play. The City wants to see investments, both public and private, have the most beneficial and longest lasting impact as possible. The City is ready and willing to work with residents making these kinds of investments with that goal in mind, subject to the best information available.

2. Road Issue

A resident inquired about a hole in the street at Jones and Howard. Our Department of Public Services (DPS) had passed on information about this issue just prior to the May 2, 2016 Commission Meeting. The problem appears to be the result of an issue with the underlying sewer. The Utilities Department is investigating the sewer, including cleaning and televising the sewer. As a temporary step, the DPS has filled the hole with cold patch.

CITY COMMISSION MEETING

County of Macomb
State of Michigan

May 2, 2016
Commission Chambers

A regular meeting of the Mount Clemens City Commission was held on Monday, May 2, 2016, at 7:00 p.m. The meeting was held in the Commission Chambers of the Municipal Building, One Crocker Boulevard, Mount Clemens, Michigan. Present at this meeting were Mayor Barb Dempsey and Commissioners Roger Bunton, Ronald Campbell, Lois Hill, Laura Kropp and Denise Mentzer. Also in attendance were Steven Brown, City Manager, Michael Murray, City Attorney and Lisa Borgacz, City Clerk.

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

ANNOUNCEMENTS, ACKNOWLEDGEMENTS, COMMUNICATIONS AND REPORTS, INCLUDING QUARTERLY DEPARTMENT HEAD REPORTS, WERE ADDRESSED, ITEM 4.

A presentation was made honoring new and promoted Fire Department Personnel: Firefighter Josh Ringstad, Lieutenant Thomas Mocerri and Captain Gregory Hoppe.

THE ADOPTION OF THE AGENDA WAS CONSIDERED, ITEM 5.

Commissioner Mentzer made a motion, supported by Commissioner Kropp, 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 Bunton made a motion, supported by Commissioner Hill, to approve the minutes of the City Commission Regular Meeting of April 18, 2016 and Work Session of April 25, 2016, as presented. The motion passed unanimously.

PUBLIC HEARING TO CONSIDER THE CITY OF MOUNT CLEMENS PROPOSED 2016-2017 FISCAL YEAR BUDGETS AND MILLAGE RATES WAS CONSIDERED, ITEM 9-A.

Commissioner Kropp made a motion, supported by Commissioner Mentzer, to open the public hearing to consider the proposed 2016-2017 fiscal year budgets and millage rates. The motion passed unanimously.

The public hearing opened at 7:45 p.m.

Public comments were received from:

May 2, 2016

Laura Fournier, 70 Lodewyck
Gloria Haller, 260 Cass Avenue
Carol Jarchow, 123 S. Wilson
Nicole Knight, 109 Smith

Commissioner Bunton made a motion, supported by Commissioner Hill, to close the public hearing to consider the proposed 2016-2017 fiscal year budgets and millage rates at 7:52 p.m. The motion passed unanimously.

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

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

THE CONSENT AGENDA WAS CONSIDERED, ITEM 10.

Commissioner Mentzer made a motion, supported by Commissioner Bunton, to approve the Consent Agenda as presented:

In Item 10-A, the following Appointments to Boards, Committees and Commissions were approved:

Dino Mangano was appointed to the Historical Commission for a 3-year term, which expires June 30, 2019.

Frederick J Roskopp, Jr., was appointed to the Mount Clemens Public Library Board for a 4-year term, which expires June 30, 2020.

In Item 10-B, the request to approve the Anton Art Center 2016 Mount Clemens Art Fair on June 4 and June 5, 2016, including the closure of Macomb Street from Southbound Gratiot Avenue to Main Street and portions of the Roskopp Parking Lot, in coordination with the Public Services Department, was approved.

In Item 10-C, the request to approve the 2016 Daughters of Macomb annual parade route and street closures on Thursday, August 4, 2016, beginning at 9:15 a.m. and lasting approximately one hour, was approved.

The motion passed unanimously.

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

COMMISSIONERS' COMMENTS WERE RECEIVED, ITEM 12.

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

The meeting was adjourned at 8:13 p.m.

May 2, 2016

Respectfully submitted,

Barb Dempsey, Mayor

Lisa Borgacz, City Clerk

May 2, 2016

EXPLANATION OF AGENDA – May 16, 2016

Agenda Item No. 9-A

Request for Approval to Enter into a Professional Services Agreement between the City of Mount Clemens and SAFEbuilt Michigan, LLC, for Building Official and Trade Inspection Services

Recently the City let out Request for Proposals to provide Building Official and trade inspection services to the City of Mount Clemens. Three proposals were submitted. The City Manager and Community Development Director reviewed the proposals and interviewed all three firms:

- SAFEbuilt Michigan, LLC
- PMI Inspection Services
- Wade Trim

At this time, City Administration is recommending that the City enter into a Professional Services Agreement with SAFEbuilt, Inc. The Agreement is attached and has been reviewed by the City Attorney's Office and SAFEbuilt, Inc. Either party may terminate the Agreement upon 30-days written notice with or without cause.

SUBMITTED BY: Brain L. Tingley
Community Development Director

RECOMMENDED MOTION: Move to approve entering into a Professional Services Agreement between the City of Mount Clemens and SAFEbuilt, LLC, for Building Official and trade inspection services beginning July 1, 2016; and authorize City staff to execute the Agreement.



One Crocker Boulevard
Mount Clemens, Michigan 48043
Phone: 586-468-6818 • Fax: 586-469-7695
www.cityofmountclemens.com

COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

DATE: May 6, 2016
TO: Steven M. Brown, City Manager
CC: Linda A. Kunath, Finance Director/Treasurer
FROM: Brian L. Tingley, Community Development Director 
RE: **2017 Budget – Building Official and Trade Inspection – Contracted Services**

In 2011, due to severe financial constraints, the City issued a request for proposals/qualifications from firms to provide building official, building inspection (building, electrical, plumbing, mechanical), rental inspection and code enforcement services. Ultimately, the decision was made to not utilize an individual firm, but rather enter into individual contracts to provide building, electrical, plumbing, mechanical and rental inspection services. This scenario continues to this day.

Recently, the decision was made to once again issue an RFP/Q from firms to provide building official and trade inspection (building, electrical, plumbing, mechanical) services.

Three firms responded to the request by the March 1, 2016 deadline. Interviews with all three firms were conducted the week of March 21, 2016. **After a review of the proposals and conducting the interviews it is my recommendation that the City enter into a Professional Services Agreement with SAFEbuilt, Inc. for the provision of Building Official and trade inspection services beginning July 1, 2016, based on the following:**

- By switching from paying an annual fixed rate to an hourly basis, the City will gain a better understanding of its actual cost for the provision of trade inspection services, which could lead to cost savings when inspection activity is low.
- By working with a single firm, as opposed to independent contractors, the City will have a single point of contact for complaints, questions, etc. If the City is having an issue with an inspector, the firm would be able to switch out its employees.
- SAFEbuilt will provide their own field tablets for their inspectors, which would eliminate a cost to the City, as we begin to better utilize our new BS&A Field Inspection application.
- **After-Hours Availability** – During non-office hours, SAFEbuilt staff will be available by phone or email and will respond to requests for information from City staff, residents, contractors and developers at no additional charge.
- SAFEbuilt will provide a Building Official 5 days per week, providing an increased level of Building Official administrative duties, such as:
 - Overseeing a quality assurance program

- Working with City staff to refine building department processes
- Coordinating with other City departments
- Working with the City to update fee schedules, record retention processes, organization of construction documents and possible online permitting systems
- Attending staff and commission meetings when agreed upon
- Increased Building Official duties will free up existing staff time for additional focus on long-range planning and economic development activities, as opposed to day-to-day administration of the inspection processes.
- The City has an existing relationship with LSL Planning, which is a division of SAFEbuilt, and is the lead consultant on the City's Master Plan Update.

The amount budgeted for 2017 for Contracted Services in the Inspection Department is approximately \$56,000 more than 2016. This was done to show what the City believes would be the high-end level of service in terms of the number of days and hours the Building Official and trade inspectors would be in the City. The actual amount spent could be less, if the City wishes the Building Official to be in the office less than 5 days per week, or if trade inspections are fewer than anticipated.

The high-end projected cost for Building Official and trade inspection services for 2017 is \$182,000.00. The projected revenue for trade inspection services for 2017 is \$250,500.00. This is projected revenue generated from the following line items and intended to cover the cost of inspection services:

- Building Permits
- Forfeited Performance Bonds
- Electrical Permits
- Fence Permits
- Mechanical Permits
- Special Inspections
- Sign Permits
- Plumbing Permits
- Sidewalk/Approach Permits

The projected 2017 budget reflects revenues substantially in excess of expenditures for Building Official and trade inspection services, assuming even the highest projected expenses under this approach. I am recommending contracting with a company because I anticipate that having a single point of contact will increase consistency, professionalism and accountability in this critical function, especially at a time when the City appears to be on the cusp of a redevelopment surge. This would have positive impacts on our pursuit of Redevelopment Ready Certification, our economic development prospects and the City's image overall.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MOUNT CLEMENS, MICHIGAN
AND SAFEbuilt MICHIGAN, LLC**

This Professional Services Agreement (“Agreement”), is entered into by and between the City of Mount Clemens, Michigan, (“Municipality”) and SAFEbuilt Michigan, LLC, (“Consultant”). The Municipality and the Consultant shall be jointly referred to as the “Parties”.

RECITALS

WHEREAS, the Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services and Fee Schedule, (“Services”); and

WHEREAS, Consultant is ready, willing, and able to perform the Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will provide the Services to the Municipality using qualified professionals, and it is mutually agreed that the documents consisting of Request for Qualifications and Proposals, Consultant’s Proposal and other documents mentioned in connection with the award of professional services shall be incorporated herein by reference, and shall become a part of this Professional Services Agreement, and it shall be binding upon both parties hereto. If any of the documents are in conflict with another, the Request for Qualifications and Proposals and Consultant’s Proposal shall take precedence. Consultant will perform Services in accordance with State of Michigan adopted codes and Municipality adopted amendments and ordinances. The professionals employed by the Consultant will maintain current certifications, certificates, licenses as required by the State of Michigan for the services that they provide to the Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement. Consultant will perform work at a level of competency in accordance with industry standards.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services that are mutually agreed upon between the Municipality and Consultant shall be made in writing which shall specifically designate any changes in compensation for the Services and be made as a signed and fully executed amendment to the Agreement.

3. FEE STRUCTURE

In consideration of the Consultant providing services, the Municipality shall pay the Consultant for the Services performed in accordance with Exhibit A – List of Services and Fee Schedule.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice the Municipality on a monthly basis and provide all supporting documentation. All payments are due to Consultant within 30 days of Consultant’s invoice date. The Municipality may request, and the Consultant shall provide, additional information before approving the invoice. When additional information is requested the Municipality will identify specific disputed item(s) and give specific reasons for any request. If additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall have an initial twelve month term; effective July 01, 2016 through June 30, 2017. Subsequently, the Agreement shall automatically renew for twelve (12) month terms; unless prior notification is delivered to either party thirty (30) days in advance of the renewal date of this agreement. In the absence of written documentation, this Agreement will continue in force until such time as either party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either party may terminate this Agreement, or any part of this Agreement upon thirty (30) days written notice, with or without cause. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within 30 days of the termination. All structures that have had inspections made but are not completed at the time of termination may be completed through final inspection at the agreed fee rate if the Municipality so requests and if the Consultant agrees to do so, provided that the work to reach such completion and finalization does not exceed 90 days.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of the Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

The Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services.

9. PERFORMANCE STANDARDS

Consultant shall use the highest degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents and warrants to the Municipality that it will retain employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.

10. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall be liable for and shall defend, save, indemnify, and hold harmless the Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of the Municipality, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the negligence or breach of duty of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall not be responsible for any claim, loss, damage, liability or expense caused by the negligence or willful misconduct of the Municipality, its directors, officers, members, employees or agents. The obligation of indemnification imposed by this section shall survive the termination of this Agreement and the completion of the services.

11. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both parties; consent shall not be unreasonably withheld. Consultant is permitted to subcontract portions of the Services provided that Consultant give Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any subcontractor's performance or failure to perform. Subcontractors will be subject to the same performance criteria expected of Consultant. Performances

clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INSURANCE

- A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law and shall be considered to be the primary coverage, rather than any policies of insurance or self-insurance retention owned or maintained by the Municipality.
- B. At a minimum, the Consultant shall procure and maintain, and shall cause any subcontractor of the Consultant to procure and maintain, the minimum insurance coverage's listed below. Such coverage's shall be procured and maintained with forms and insurers acceptable to the Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of two million dollars (\$2,000,000) bodily injury each accident, two million dollars (\$2,000,000) bodily injury by disease – policy limit, and two million dollars (\$2,000,000) bodily injury by disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.
- D. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, products, and completed operations. The policy shall contain a severability of interest provision, and shall be endorsed to include the Municipality and the Municipality's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
- E. Professional liability insurance with minimum limits of five million dollars (\$5,000,000) each claim and five million dollars (\$5,000,000) general aggregate.
- F. The Municipality shall be named as an additional insured on Consultant's insurance coverage
- G. Prior to commencement of the Services, Consultant shall submit certificates of insurance acceptable to the Municipality.

13. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor, and neither the Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of the Municipality. The parties hereto are not and in no event shall be deemed to be partners or joint venturers. As the Consultant is an independent contractor, the Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for the Municipality under this Agreement. The Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

14. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of the parties hereto and no third party rights are intended or implied.

15. OWNERSHIP OF DOCUMENTS

The Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement. All records, documents, notes, data and other materials required for or resulting from the performance of the Services hereunder shall not be used by the Consultant for any purpose other than the performance of the Services hereunder without the express prior written consent of the Municipality and Consultant shall treat the same on a confidential basis and the duty to do so shall survive and continue beyond any termination, cancellation or expiration of this Agreement. All such records, documents, notes, data and other materials shall become the exclusive property of the Municipality, and the Municipality shall retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to the Municipality will be exported into a CSV file and become property of the Municipality.

The Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of the Consultant that are related to this Agreement for the purposes of audit or examination, other than the Consultant's financial records, and may make excerpts and transcriptions of the same.

16. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

17. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity laws.

Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by the Municipality at any time during the term of this Agreement.

18. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS:

Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant's federal work authorization user identification number is 254821; authorization date of September 23, 2009.

19. SOLICITATION/HIRING OF CONSULTANT’S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement (“Service Providers”), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). The parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant’s trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable.

20. NOTICES

Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

If to the Municipality:	If to the Consultant:
Steve Brown, City Manager City of Mount Clemens One Crocker Boulevard Mount Clemens, MI 48043 Email: sbrown@cityofmountclemens.com	Greg Toth, President SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: gtoth@safebuilt.com

21. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure.

22. GOVERNING LAW

This Agreement shall be construed under and governed by the laws of the State of Michigan and all services to be provided will be provided in accordance with applicable federal, state and local law. This Agreement constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof.

23. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

City of Mount Clemens, Michigan

Signature

Name: _____

Title: _____

Date: ____/____/____

SAFEbuilt Michigan, LLC



Signature

Name: Greg Toth

Title: President

Date: 05/12/16

EXHIBIT A – LIST OF SERVICES AND FEE SCHEDULE

1. LIST OF SERVICES

Building Official Services

- ✓ Manage and help administer the department and report to the Municipalities designated official
- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- ✓ Make recommendations regarding local amendments
- ✓ Coordinate with other Municipal departments
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for the Municipality – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Work with Municipal staff to establish and/or refine building department processes
- ✓ Provide Building Code interpretations for final approval
- ✓ Be the main point of contact from Consultant for the Municipality
- ✓ Issue stop-work notices for non-conforming activities – as needed

Building, Plumbing, Mechanical and Electrical Inspection Services

- ✓ Review plans for the issuance of permits
- ✓ Perform consistent code compliant inspections to determine that construction complies with approved plans and/or applicable codes and ordinances
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

Professional Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Inspection the construction of residential and non-residential buildings and structures of any size or height, such as, office buildings, retail stores, etc. to determine that associated construction activities comply with approved plans and/or applicable codes and ordinances
- ✓ Interpret legal requirements and recommend compliance procedures to organizations, craft workers and owners; as well as address any issues by documented comment and correction notices
- ✓ Be a resource to applicants on submittal requirements and be available throughout the process
- ✓ Work with other departments on the concurrent review process
- ✓ Be available for pre-submittal meetings as warranted
- ✓ Be a resource for team members and provide support to field inspectors as questions arise in the field
- ✓ Determine type of construction, use, and occupancy classification and determine plans comply with applicable codes and ordinances using State certified plans examiner
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments

- ✓ Provide feedback to keep plan review process on schedule
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide ongoing support including review of all plans/plan revisions and be available to the applicant after the review is complete

Planning/Zoning Consultation Services

Consultant shall provide planning and zoning consultation on an as-needed basis at the hourly rates listed below. Specific projects will be provided at a by project rate; as specific projects are requested by the Municipality project specific pricing will be determined and mutually agreed upon by both parties.

Reporting Services

We will work to develop a reporting schedule and format that meets your needs. We can provide monthly, quarterly, and annual reports summarizing activity levels; adherence to our performance metrics; and other items that are of special interest to you.

2. MUNICIPAL OBLIGATIONS

- ✓ Municipality shall provide permit technician administrative staff duties
- ✓ Municipality shall provide code enforcement staff
- ✓ All fees will be collected by the Municipality

3. TIME OF PERFORMANCE

Services will be performed during normal business hours excluding Municipal holidays.

DELIVERABLES & AVAILABILITY			
BUILDING OFFICIAL / BUILDING INSPECTOR / PLANS EXAMINER	*Available four (4) hours a day, five (5) days a week		
PLUMBING INSPECTOR / MECHANICAL INSPECTOR	*Available four (4) hours a day, two (2) days a week		
ELECTRICAL INSPECTOR	*Available four (4) hours a day, two (2) days a week		
*Consultant will work with the Municipality to determine which days we will hold office hours *Consultant will work with the Municipality to determine which days inspections will take place Note: Upon request, Consultant will provide a two (2) hour inspection window of time that the permit holder can expect to have their inspection performed.			
AFTER-HOURS AVAILABILITY	Consultant staff will be available by phone, fax or email to provide customer service and respond to requests for information from Municipal staff, residents, contractors and developers at no additional charge.		
MOBILE RESULTING	Provide our inspectors with field devices to enter results immediately		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes:		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family within	5 business days	3 business days or less
	✓ Multi-family within	10 business days	5 business days or less
	✓ New commercial within	10 business days	5 business days or less
	✓ Alter commercial within	10 business days	5 business days or less
APPLICANT SATISFACTION	Put a survey in place that allows applicants to provide feedback on their experience throughout the process		

4. FEE STRUCTURE

Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Building Official / Building Inspector / Plans Examiner (excludes engineered plan review fees)	\$80.00 per hour – one (1) hour minimum
Plumbing / Mechanical Inspector	\$75.00 per hour – one (1) hour minimum
Electrical Inspector	\$70.00 per hour – one (1) hour minimum
Structural Engineering Plan Review	\$150.00 per hour – with prior approval from both parties
After Hours/Emergency	\$100.00 per hour – two (2) hour minimum
Rates are all inclusive – no separate billing for mileage, vehicle expenses or material will be sent.	
Planning/Zoning Consulting Service Rates – hourly fees are billed in fifteen (15) minute increments	
Planning Manager	\$144.00 per hour
Principal Planner	\$115.00 per hour
Senior Planner	\$105.00 per hour
Economic Development Specialist	\$105.00 per hour
Project Planner II	\$95.00 per hour
Project Planner I	\$83.00 per hour
Assistant Planner	\$72.00 per hour
Intern	\$45.00 per hour
Hourly rates are subject to change at the beginning of each calendar year to cover cost of living adjustments.	
The hourly rates above include costs of salary with a multiplier for costs such as office space, administrative staff, equipment, training, insurance, and benefits. Travel time to meetings and time at meetings is billed on an hourly basis.	
Hourly rates do not include reimbursable expenses such as: travel costs (airfare, auto expenses, lodging, and meals), mileage, long-distance phone calls, web conference charges, copying, document reproduction, postage or overnight mail, photography, map reproduction and materials. Those expenses are invoiced at documented cost.	

EXPLANATION OF AGENDA – May 16, 2016

Agenda Item No. 9-B

Request for Approval to Enter into a Professional Services Agreement between the City of Mount Clemens and Davis-Kirksey Associates, Inc., for Grant Writing Assistance

The City and Downtown Development Authority entered into a Memorandum of Understanding in 2015 to jointly fund a City-wide Economic Development program. One part of this program includes a focus on grant writing to facilitate projects within the Downtown and City-wide. City Administration recommends contracting with Davis-Kirksey Associates, Inc., for a one-year term at the cost of \$1,750.00 per month. Either party may terminate the Agreement upon 30-days written notice with or without cause.

The Agreement has been reviewed by Davis-Kirksey Associates, Inc., and the City Attorney's Office.

SUBMITTED BY:

Brian L. Tingley
Community Development Director

RECOMMENDED MOTION:

Move to approve entering into a Professional Services Agreement between the City of Mount Clemens and Davis-Kirksey Associates, Inc., for grant writing assistance; and to authorize the appropriate City Officials to sign the same.

PROFESSIONAL SERVICES AGREEMENT

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1. **PARTIES.** This Agreement is made this _____ day of **May, 2016**, between the **CITY OF MOUNT CLEMENS, hereinafter called CITY, and DAVIS-KIRKSEY ASSOCIATES, INC., hereinafter called CONTRACTOR.**
-

City of Mount Clemens
One Crocker Blvd.
Mt. Clemens, MI 48045
Attention: Steve Brown

DAVIS-KIRKSEYASSOCIATES, INC.
1337 North Acre
Rochester Hills, MI 48306

(Herein known as Contractor)

EIN # #32-0261015

1. **CONSIDERATION**

In consideration of the mutual promises, obligations, representations, assurances, and agreements in this Agreement, CITY and Contractor agree to be bound by the terms and conditions herein.

2. **SCOPE OF CONTRACTOR'S SERVICES.** Contractor shall perform the work and render services as follows. All such work and services shall be under supervision of CITY.

A. Contractor shall assist CITY in researching, coordinating and applying for CITY eligible federal, state and local grant and funding opportunities.

3. **TERM.** The term of this Agreement begins **May**, **2016** and unless otherwise terminated, canceled, or amended as provided herein, ends at **11:59:59 P.M. on May**, **2017**, at which time this Agreement expires without any further act or notice of either party being required.

4. **TERM EXTENSION.** The parties may mutually agree to renew or extend the term of this Agreement, but the parties are under no obligation to do so.

5. **CONTRACTOR'S REPRESENTATIONS.** Contractor represents and warrants to CITY and CITY relies on, the following facts as a material inducement to enter into this Agreement:

B. Contractor is not related to any CITY employee or elected or appointed official of CITY.

C. All services performed hereunder will be performed in a manner that complies with all applicable statutes, regulations, ordinances, and professional standards.

- D. Contractor will pay Contractor's own local, state, and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes and will file tax return(s) with the proper federal, state and local authorities.
- E. Contractor maintains a business office at the address listed above.
- F. Contractor will not seek employment as an employee of CITY during the term of the contract.
- G. Contractor shall devote such time, attention and energies to the business of the CITY as is necessary for the Contractor to satisfactorily perform its duties hereunder.

6. **CONTRACTOR RELATIONSHIP.**

A. It is understood and agreed that the Contractor is an independent contractor and is doing business as a separate and distinct legal entity. Under no circumstances will the Contractor, its agents and/or employees be considered employees of the City. Contractor has the sole right to control and direct the means, manner and method by which services required by this Agreement will be performed. The parties acknowledge and agree that the City is entering into this Agreement with reliance upon the representations made by Contractor relative to his independent contractor status. The parties hereto are not and in no event shall be deemed to be partners or joint venturers.

The Contractor, as an independent contractor, shall assume full and complete responsibility for and shall exonerate, indemnify and hold the City harmless from and against the payment of any and all of the following which might be applicable to either the Contractor or Contractor's employees, if any. On demand, Contractor shall provide City with proof that such payments have been made:

- (a) State and Federal workmen's compensation insurance premiums;
- (b) Social Security taxes;
- (c) Self-employment taxes;
- (d) Payments of estimated federal, state and local income taxes and single business taxes;
- (e) State and federal unemployment taxes;
- (f) All other obligations that might be imposed upon the City through any source, if an employer-employee relationship were to exist between the City and the Contractor.

B. Fringe Benefits. Contractor understands that neither Contractor nor Contractor's employees, if any, are eligible to participate in any employee pension, health, vacation pay, or other fringe benefit plan of City.

C. Workers' Compensation. City shall not obtain workers' compensation insurance on behalf of the Contractor or Contractor's employees, if any. If Contractor hires employees to perform any work under this Agreement, Contractor will cover such employees with workers'

compensation insurance and provide City with a certificate of workers' compensation insurance before the employees begin work. Contractor shall annually provide to the City, a copy of his and his employee's, if any, Driving Records issued by the Michigan Secretary of State.

D. Unemployment Compensation. City shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or personnel, if any. Contractor will not be entitled to these benefits in connection with work performed under this Agreement. If Contractor files a petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Contractor shall be deducted from and be an offset against the amount of compensation due and payable to Contractor by City under this Agreement.

7. **PAYMENT.** The Contractor's fee during the **12 month term** of this agreement shall not exceed the sum of Twenty One Thousand (**21,000.00**) Dollars, and is payable as follows:

\$1,750.00 Flat Rate due on the _____ day of June, 2016, for first payment and due every Month thereafter on the _____ of the month with final payment due May _____, 2017.

Contractor shall submit an invoice to CITY for the balance of payment for the work or services performed. CITY shall have no obligation to remit payment until a proper invoice is submitted. CITY shall provide to Contractor appropriate contact to submit invoice to through CITY on a monthly basis for flat professional services rate. CITY shall provide timely payment according to the terms of the Professional Services Agreement as set forth.

8. **CONTRACTOR'S RESPONSIBILITY FOR COSTS.** Contractor is responsible, at Contractor's sole expense, for acquiring any necessary equipment and supplies. Contractor shall bear and be responsible and liable for all costs and expenses incident to Contractor's performance of services for CITY including, but not limited to professional dues, association fees, license fees, fines and penalties. CITY shall not be liable for any expenses incurred by Contractor in performing work or services for CITY unless the parties otherwise agree.
9. **AUDIT** - Contractor shall allow CITY auditors to perform financial and compliance audits as appropriate with the authority to access all pertinent records and interview Contractor throughout the term of the Agreement and for a period of ONE YEAR (1) year after expiration, termination or cancellation of the Agreement.
10. **CITY RESPONSIBILITY FOR SUPPORT.** CITY shall endeavor to provide reasonable and necessary support including, but not limited to required analytical, statistical or departmental information, resources, or any other information deemed appropriate by the parties in the spirit of good faith and cooperation for Contractor to
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carry out, complete or otherwise perform work or render the services under this Agreement.

11. **ACCESS TO CITY FACILITIES.** While Contractor retains the right to perform services at any time, any services which require access to CITY facilities may only be performed during the CITY regular business hours.
 12. **CONFIDENTIALITY.** Contractor agrees that, with the exception of Contractor's personal data, resources and information, all data, documentation, software and information, in whatever form, produced, created, disclosed to or received by Contractor in connection with the performance of work or the rendition of services under this Agreement shall be the sole and exclusive property of CITY. Contractor shall treat such data, documentation, software and information on a confidential basis, and Contractor shall not, without CITY's consent, disclose the same to any third party or use it for the benefit of anyone other than CITY. Contractor's responsibility to maintain confidentiality of information shall survive and continue beyond any termination, cancellation, amendment or expiration of this Agreement.
 13. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold CITY harmless from any and all actions, liabilities, claims, loss and damage (including costs of litigation and actual attorney fees) alleged to have been caused by, or to have arisen, directly or indirectly, from the acts, performances, negligence, malpractice, errors or omissions of Contractor or Contractor's assistants, employees, or agents, including without limitation, all claims relating to injury or death of any person or damages to any property.
 14. **NON-EXCLUSIVITY.** Nothing contained in this Agreement is intended to prevent Contractor from offering or providing services to the general public or other business entities, municipalities or governmental agencies, during or after the term of this Agreement, or from working for more than one firm, entity or agency during the term of this Agreement. Contractor may provide services to others during the periods when Contractor is not engaged in performing services for CITY. This Agreement is a non-exclusive agreement, and CITY may engage other contractors, consultants or employees to perform the same services Contractor performs.
 15. **PERSONAL SERVICE NON-ASSIGNABILITY.** This Agreement is intended to be a professional service contract with Contractor, personally, based on Contractor's unique skill, talent, ability, and experience. The work to be performed and the services to be rendered hereunder shall be performed by the Contractor personally, and such work or services may not be assigned, delegated, subcontracted or otherwise performed or rendered by third parties on behalf of Contractor without the prior, express permission of CITY. If, during the term of this Agreement, Contractor shall be prevented from performing his duties hereunder by reason of illness or incapacity, then the City shall not be obligated to pay the Contractor compensation for any such period of absence.
 16. **TERMINATION.**
-

Notwithstanding anything contained herein to the contrary, this Agreement may be terminated or canceled by either party, for any reason or no reason, on thirty (30) days prior written notice to the other party.

In the event either party terminates, cancels or this agreement expires, CITY shall have no further liability to Contractor, except to pay Contractor for the work or services performed for the CITY before the notice of termination, cancellation, or expiration, and also pay for any work or services accepted by CITY after the notice of termination, cancellation or expiration of this agreement, has been sent.

17. **MISCELLANEOUS.**

- A. This Agreement shall be construed under the laws of the State of Michigan and any and all disputes as to the same and/or any portion thereof shall be determined by an appropriate Court of record in the County of Macomb, State of Michigan.
- B. This Agreement contains all of the terms and conditions of the contractual relationship between the parties; no amendment, addendums or additions to this Agreement shall be binding unless they are in writing and signed by both parties.
- C. This Agreement shall be binding upon the parties, their representatives, successors and assigns.
- D. This Agreement abrogates and takes the place of all prior employment contracts and/or understandings that may have existed between the parties hereto.
- E. The captions or headings of this Agreement are for convenience and in no way define, limit or describe the scope or intent of this Agreement or any of its sections, nor do they in any way affect this Agreement.
- F. Each clause of this Agreement shall be considered separate and independent so that in the event that any clause of this Agreement shall be deemed to be unenforceable under the laws of the State of Michigan, the balance of this Agreement shall remain in full force and effect.
- G. The invalidity of all or any part of any sections, sub-sections, or paragraph of this Agreement shall not invalidate the remainder of this Agreement or the remainder of any paragraph or section not invalidated unless the elimination of such subsections, sections, or paragraphs shall substantially defeat the intent and purpose of the parties.

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

**CONTRACTOR:
DAVIS KIRKSEY ASSOCIATES, INC.**

By: Linda K. Davis-Kirksey
President

CITY OF MOUNT CLEMENS

By: Barb Dempsey, Mayor

By: Lisa Borgacz, City Clerk

BIO OF LINDA K. DAVIS-KIRKSEY

Linda Davis- Kirksey is a Rochester Hills business woman who owns and operates Davis Kirksey Associates, Inc., grant writing, organizational development and training company specializing in municipalities, technology companies, hospitals, colleges, universities and non-profit organizations. Linda grew up in Flint, Michigan and earned her BA and MBA from the University of Michigan. She worked for 13 years as a National Training Coordinator for General Motors Corporation and in 1996 went on a political leave from GM and started her own company.

An active community member Linda currently serves on a variety of Board of Directors as North Oakland YMCA, Macomb Children Hands on Museum, Alana's Foundation, Rochester College School of Nursing Advisory Board of Directors.

Linda has also developed a trademarked grant writing course that she delivers annually through the FBI National Academy at their annual Michigan Police Executive Leadership Conference. She has delivered 15 continuous years of training featuring her course which is MCOLES certified through the various state and federal policing organizations. She offered her training to the FBI Staff and Command Fire and Police Spring School at Eastern Michigan University.

Davis Kirksey Associates, Inc. has been involved in are the Clinton River Trail acquisition and development; procuring funding between the 5 communities the trail serves in Oakland County; and recently wrote, advocated and received state and federal funding for the Macomb portion of the Clinton River Trail which is now a part of the Governor's Iron Belle Project from Belle Isle to Ironwood Michigan in the Upper Peninsula.

A premier project was a barrier free park in Fraser, Michigan which is the will be the first park of its kind in Macomb County. The park development project sits on 14 urban acres and Linda has written and received over 500,000.00 in federal and state grant dollars which will provide recreational opportunities for children and families with physical and mental disabilities. Mc Kinley Barrier Free Park opened in Fall of 2015.

Memorial Day 2016 Ground will be broken on a Professional Baseball Stadium in Utica Michigan which she has leveraged over 1.3 million dollars in grant funding to assist the implementation of that Project which is on a Brownfield. The 15 million dollar development will be known as the United Shore Professional Baseball Federation and the stadium will be known as Jimmy Johns Field home of 3 minor baseball teams.

Working with Rochester College leadership through the State Licensing and National accreditation process which ultimately resulted in the first nursing co-hort that started at Rochester College in 2010. Linda developed a key clinical partner for Rochester College in Crittenton Hospital Medical Center bringing in over 750,000.00 of Foundation grant dollars to support the implementation and development of the School of Nursing.

Last week, the 5.5 Million Garth Pleasant Arenan broke ground for Rochester College- Linda was the Chief development fundraiser for the implementation of the project and leveraged 2.5 million in donations and gifts towards the arena.

This month for the City of New Baltimore Linda wrote and received through the Michigan Department of Natural Resources Trust Fund a grant on behalf of the City in the amount of a 2.8 Million dollars land acquisition grant to acquire a private marina and put in the hands of the municipality for public recreational use.

Linda has written, advocated and received grant funding for various county road, police and fire projects. She represents a host of cities and townships as well as non-profit organizations throughout the State of Michigan. From water infrastructure projects in the Upper Peninsula to an emergency management center in Flat Rock Michigan

She has received many state awards for her community involvement and work with non-profit organizations.

References:

Chief Robert Young
Williamston Police Department
National Academy/FBI MPEDS Coordinator
bob.young@williamston-mi.us

Richard Haberman, City Manager Fraser, Michigan
richh@micityoffraser.com

Mayor Jacqueline Noonan- Mayor of Utica, Michigan (586) 739-1600-
Telephone email jknoonan@comcast.net

Mayor John Dupray- Mayor City of New Baltimore, Michigan
(586) 725-2151 email: mayor@cityofnewbaltimore.org

Vania Apps, President Fraser First Booster Club- Barrier Free Park-
(586) 453-4081 email: vania@fraserfirst.com

EXPLANATION OF AGENDA – May 16, 2016

Agenda Item No. 9-C

Request Approval of a Proposal to Provide HR Consulting Services

The Human Resources (HR) function has been operating without a separate HR Director since the prior incumbent's retirement in 2014. During the 2015/2016 Budget process, the decision was made to fund the HR Director position. In October of 2015, I brought a candidate forward for the position but was unsuccessful in getting Commission approval of the appointment on 2 occasions. The position has remained vacant since.

The HR function will be experiencing an additional staff impact from July to October of 2016. This creates another opportunity to revisit the HR function both for the immediate concern and perhaps to gain additional information on the function so we can formulate a new plan for the long run. I intend to use a temporary employee to carry on during the staff shortage and for approximately 5 weeks before and 4 weeks after that period for a total of up to 22 weeks.

In addition to the temporary employee, I propose we contract with an HR Consulting firm to provide strategic leadership consulting services in our HR function. These services will include a review of the Human Resource activities/policies of the City and the creation of a suggested HR Plan to establish priorities and identify a possible timeline of action for the City. These services would be billed for a limited number of hours per week. The attached agreement has more detail on the arrangement. I anticipate this engagement would average about 4 hours per week, also over a 22-week period. I would propose a not too exceed dollar amount of \$11,000 for these services or roughly \$500 per week. The recommended consulting firm can also provide an HR Generalist caliber employee at a competitive price and that combination would maximize the benefit from, and minimize the cost of, the consulting services.

SUBMITTED BY: Steven M. Brown, City Manager

RECOMMENDED MOTION: Approve an agreement with QuadWest Associates, LLC to provide strategic human resources leadership consulting services to the City with a cost not to exceed \$11,000 over a 22-week period.



QuadWest
ASSOCIATES, LLC





QuadWest Associates, LLC (QWA) is pleased to present this proposal to provide strategic human resource services to support the City of Mount Clemens. The services will be led by Susan West, SPHR, and Rowland Austin.

Scope of Services

QWA will provide strategic leadership support with a review of the Human Resource activities of the City, creation of an HR Plan to establish priorities and identify a timeline for actions.

OBJECTIVES

The objectives of this project include, but are not limited to:

- Provide a weekly review of HR activities, identify priorities and provide confidence that they are being handled in a manner aligned with the City's values and way of doing business.
- Assist with correction for any legal compliance to minimize potential exposure or liability (if any).
- Review the activities of the current HR Assistant providing HR expertise and guidance where needed.
- Update the HR Action Plan to provide recommendations of areas to add, delete, or modify to build a solid foundation for the organization and effective support for HR administrative programs and services.

HR AREAS FOR REVIEW:

- **HUMAN RESOURCE MANAGEMENT**

Develop recommendations for internal HR practices, policies and procedures to build solid foundation for the organization. Prepare and assist with execution of the project plan for implementing all HR requirements to successfully operate the business with a qualified team. Determine legal compliance and potential exposure or liability.

- **EMPLOYEE RELATIONS**

Assist with employee relations, providing advice and counsel on all human resource issues to departmental managers and leadership. As an example, review and suggest improvements for FMLA processes.

- **ORGANIZATION ENTRY PROCESS**

Review current orientation materials for introducing new employees to the City. The goal will provide a consistent program for all new hires. We will determine and formalize legally required timelines and documents. As part of on-going improvements, we will make suggestions for additions, deletions, and/or replacement steps in orientation program.



- **PAYROLL PROCESS**

Review payroll policies, practices and procedures and maintenance of payroll records with a focus on compliance concerns. We will make suggestions for improvements to your current practices.

- **PERSONNEL FILE MAINTENANCE**

Review policies, practices and procedures for maintenance of contents of personnel files, medical files, FMLA and other Government required documents, such as I-9 files, related to employment practices. We will continue to make recommendations regarding the organization, content, retention and security of your employees' personnel information. We will document the process for responsibility for maintenance, retention and security of personnel files.

- **ORGANIZATIONAL EXIT PROCESS**

Review policies, practices and procedures for processing employee terminations and exit interviews. We will document the process for handling employee exits.

- **TRAINING**

Recommend and provide training on Anti-Harassment/Non-Discrimination and/or other training as per an approved schedule with suggestions for how to implement this and other training while maintaining daily operations.

Timeline

HR leadership will be provided by Susan West and Rowland Austin. Susan/Rowland can be called on for inclusion in meetings, phone calls, email and onsite interface with management and employees as deemed necessary to support City management. **HR leadership will be involved each week to set direction and oversee priorities of the temporary HR Generalist during your employee's leave of absence. Delivery expected to begin June 2016 through first week November, 2016 when a review of monthly services will be re-evaluated for renewal if needed.**

Investment

Based on the length of the assignment, QuadWest is providing a discount to our usual rates. Our proposal is based on the following rates:

Sr. HR Business Partner - \$100.00 per hour (versus \$125.00)

We expect the weekly invoice to be approximately \$300 to \$500. Invoicing will be submitted every two weeks based on actual hours worked with payment due on receipt.



Acceptance of Proposal

Please sign below acknowledging your acceptance of this proposal. All HR Services provided are subject to the Terms of Service attached hereto and incorporated herein by reference.

Signature	Printed Name	Date
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Terms of Service

These Terms of Service set forth our agreement for consulting services as of the date set forth on the attached statement of work (the “signed Proposal”), which is incorporated into these Terms by this reference, by and between QuadWest Associates, LLC, a Michigan limited liability company, and the party or individual whose name is reflected on the signed Proposal. This Terms of Service represents the general terms of our business relationship and control in the event of a conflict with the Proposal. Further business will be supported with individual proposals for each project which will fall under the guidance of these general business Terms of Service.

1. Introduction.

At QuadWest Associates, we strive for an open and long-term relationship with each of our clients. In order to achieve this, it is important that we both know exactly where we stand with regard to our legal relationship – that is, what the “terms of service” are that underpin our relationship (the “Terms”). These Terms will apply exclusively to all services which we provide to you – unless, of course, we agree in writing to modification of these Terms or agree in writing that they will not apply.

These Terms should be read in conjunction with the relevant signed Proposal which we will both execute. The signed Proposal will set out the details of each job which we are to carry out and will take precedence over these Terms in the event of any inconsistency. Each executed signed Proposal constitutes a separate agreement for our services according to these Terms. Pre-printed terms and conditions which appear on any purchase order you may issue will be of no force or effect unless we expressly agree otherwise in writing.

2. Our Services.

2.1 We will provide the type and frequency of consulting services described on the signed Proposal (the “Services”).

2.2 The Services will be provided in an efficient and timely manner, using the necessary skill and expertise, and to a professional standard. By a “professional standard”, we mean the standard which is generally achieved in our field by firms providing similar services.

2.3 We will comply with all applicable federal, state and local laws, rules and regulations in performing the Services.



3. **Your Obligations.**

3.1 You agree to pay for the Services at the rates, or in the sums, set out in the signed Proposal and for any other work which we carry out .

3.2 You will provide us promptly with such information as may reasonably be requested for the proper performance of the Services, including access to appropriate members of your staff.

3.3 When applicable, you will meet the training or coaching sessions, as requested and approved, set forth on the Proposal. You acknowledge that training or coaching sessions must be rescheduled or cancelled at least 24 hours in advance of the scheduled meeting time in order for you to receive a credit or refund for the cancelled or rescheduled session.

3.4 You shall: (i) provide complete and accurate information to us and cooperate as reasonably requested; and (ii) notify us in writing of any potential claim within thirty (30) days of discovery to permit us to potentially defend the claim; and (iii) assist us in defending claims or litigation that in any way relates to the Services.

4. **Confidentiality and Trade Secrets.**

4.1 We will inform our staff that they are to follow your rules and policies regarding proprietary and confidential information.

4.2 Neither of us will use or divulge or communicate to any person (other than to those whose province it is to know or with the other's permission) any confidential information concerning the business or affairs of the other of which we may become aware during the course of our relationship and both of us will use reasonable endeavors to prevent the unauthorized publication or disclosure of any such information. This obligation will cease to apply to any information which becomes public knowledge (without unauthorized disclosure), for purposes of discussion with legal counsel, accountants, or other professionals, or is legally required to be disclosed, but will otherwise survive the termination of our relationship.

4.3 If we are called as a witness, deposed, served with a subpoena, or otherwise involved in the judicial/legal process in any way relating to confidential information, trade secrets, and/or the Services, you shall unconditionally and absolutely indemnify, defend and save us harmless from and against any and all claims, causes of action, demands, damages, liabilities, costs, actual attorneys' fees, losses, and expenses of every nature and kind whatsoever unless such claims solely arise from our intentional misconduct or material failure to perform the Services (the "Liabilities"). You shall pay for our time incurred at our hourly rate and advance to us all costs, actual attorneys' fees, actual experts' fees, and similarly related items arising from the Liabilities immediately upon request so that we are not required to pay such expenses out of our own funds. We shall have the right to select the attorneys of our choice to defend us, at your sole cost and expense, and to make all decisions and in every respect control the manner in which we are defended.

5. **Intellectual Property Rights.**



5.1 One of the benefits which we bring to the relationship between us is our accumulated knowledge and experience. Some of this is in the heads of our staff; some is contained in our methods of work, programs, methodologies and related documentation. We refer to it all as our Know-How. While we will make use of our Know-How in providing the Services, we must retain ownership of all rights in it and be free to use it for your benefit, and the benefit of our other clients, in the future.

6. **Payment Terms.**

6.1 We will render invoices to you for the start of delivery of the Services as described on the signed Proposal. You will pay the fees, approved out-of-pocket expenses included in the fee invoice and any associated taxes within 30 days of receipt.

6.2 Any changes in the Services that you request may affect the previously quoted price and time of delivery. Any changes will be agreed to in writing on an Amended Proposal.

7. **Termination of Agreement.**

7.1 Each of us may terminate work to which these Terms apply, with or without cause or reason, upon 30 days prior written notice. Any such termination will be without prejudice to either of us with respect to our rights secured before termination.

7.2 Upon termination of work for any reason, any sums then due to us will immediately become payable in full.

8. **General Provisions**

8.1 No variation of these Terms or waiver will be enforceable unless confirmed in writing by authorized signatories of both parties.

8.2 Any notice given under these Terms by either party to the other must be in writing and may be delivered personally or by first class mail or express courier service to the other's address.

8.3 Our Agreement is governed by the laws of the State of Michigan and we each agree to submit to the non-exclusive jurisdiction of the courts of such jurisdiction.

8.4 Our rights and remedies shall be cumulative and additional to all other remedies provided by law or equity. In any action, proceeding or arbitration relating to this order or in any action for the collection of, or to enforce payment of, all or part of the purchase price of the Services performed for you, we shall be entitled to collect reasonable attorneys' fees, costs and necessary disbursements.

8.5 Each term and condition of these Terms will apply to the full extent permitted by law. The invalidity, in whole or part, of any term will not affect the remainder of such term or any other term.

8.6 It is understood and agreed that the QWA is an independent contractor and is doing business as a separate and distinct legal entity. Under no circumstances will the QWA,



its agents and/or employees be considered employees of the City. QWA, as an independent contractor, shall assume full and complete responsibility for the payment of any and all local, state or federal taxes of any kind or nature, unemployment taxes, workers compensation, insurance premiums, social security taxes and all other obligation that might be imposed upon the City through any source, if an employer-employee relationship were to exist between the City and QWA.

8.7 Mutual Indemnification. To the fullest extent permitted by law, each party shall indemnify and hold the other harmless, along with its collective agents, employees, and contractors, from and against all claims, damages, losses in full and/or in part by any negligent or willful act or omission of the other or any person directly or indirectly employed by any of them, or any person for whose acts any of them may be liable. Each party shall not be responsible for any claim, loss, damages, liability or expense to the extent caused by the negligence or willful misconduct of the other. The obligations of indemnification imposed by this section shall survive the termination of this Agreement and completion of services.

8.8 Limitations. Any judicial proceeding arising out of the Services shall not be brought by you unless the same is commenced within a period of one (1) year following the incident giving rise to such dispute, or three (3) months following actual knowledge of the incident giving rise to such dispute, whichever is longer. You hereby acknowledge that its failure to commence such a proceeding within the aforementioned timeline shall result in the automatic extinguishment and waiver of any and all rights you may have to prosecute such claims or actions.

8.9 No Assignment. This Agreement shall be binding and shall inure to the benefit of the successors and assigns of the respective parties hereto; provided, however, that QWA shall not assign and/or transfer its rights and obligations hereunder without the prior written consent of City. Notwithstanding the aforesaid, either party may assign this Agreement without such consent to (i) a parent, subsidiary or affiliated entity, (ii) an acquirer of substantially all of the capital stock or assets of such party, or (iii) in connection with reorganization, merger or other business combination.

EXPLANATION OF AGENDA – May 16, 2016

Agenda Item No. 9-D

Consideration of the Request by the Mount Clemens Housing Commission (MCHC) to be a Separate and Independent Employer

The City Commission previously held a Work Session on January 19, 2016, to discuss the separation of the MCHC, as an independent employer. A variety of issues and questions were discussed at that time and since that time. The proposed separation date has been correspondingly shifted back. A resolution to the last remaining point of discussion involving personnel has been reached. Information from the January Work Session is provided under separate cover.

Therefore, the attached severance agreement is provided for your review and consideration of approval.

SUBMITTED BY:

Steven M. Brown, City Manager

RECOMMENDED MOTION:

Approve the request from the Mount Clemens Housing Commission to be a separate and independent employer; and to authorize the Mayor and Clerk to execute the attached Severance Agreement.

SEVERANCE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the **CITY OF MOUNT CLEMENS**, (hereinafter the City), whose principal office is located at One Crocker Boulevard, Mount Clemens, Michigan 48043, and the **CITY OF MOUNT CLEMENS PUBLIC HOUSING COMMISSION**, (hereinafter the Housing Commission), whose principal office is located at 50 Church Street, Mount Clemens, Michigan 48043, in accordance with Act 18 of the Public Acts of 1933, Extra Session and Act 293 of the Public Acts of 1937 (the Statutes).

WHEREAS, the City, by ordinance created the Housing Commission with power to accomplish the purposes set forth in the Statutes; and

WHEREAS, the Housing Commission Board consists of members appointed by the City Manager; and

WHEREAS, the City and the Housing Commission each recognize the need for the development, maintenance and improvement of safe and sanitary housing for low income persons; and

WHEREAS, the City and the Housing Commission are authorized by the Statutes to execute and deliver cooperation agreements and contracts in order to assist the Housing Commission in carrying out its duties and responsibilities; and

WHEREAS, the City and the Housing Commission have each determined that the future objectives of the Housing Commission in development and maintenance of safe and sanitary housing for low income persons can best be achieved if the Housing Commission is a separate and independent employer of the employees of the Housing Commission.

NOW, THEREFORE, in consideration of the mutual desires aforesaid and the covenants hereinafter contained, the City and Housing Commission hereby agree as follows:

1. Separate and Independent Employer. No later than June 1, 2016, by resolution, the City will formally recognize and acknowledge the Housing Commission as a separate and independent employer effective July 1, 2016, for all employees of the Housing Commission.

2. Employee Compensation and Benefits. As a separate and independent employer, the Housing Commission shall set the compensation and benefits of its employees in its sole discretion, in accordance with applicable state and federal laws, keeping in mind its budgetary and fiduciary responsibilities.

3. Current Employees. The City and the Housing Commission acknowledge that the City employs all persons now working for the Housing Commission. No later than September 30, 2016, none of these persons shall be employees of the Housing Commission unless hired and employed by the Housing Commission as a separate and independent employer.

4. Layoff. All employees of the City working for the Housing Commission shall be laid off effective no later than September 30, 2016. As the current employer, the City shall issue to all the employees a written notice of layoff in accordance with the City's existing rules and agreement, but in no event later than August 15, 2016. All such laid-off employees shall have the opportunity to exercise their rights pursuant to such rules and agreements, request retirement, if eligible, accept employment with the Housing Commission, if the Housing Commission offers employment to the City employee, or accept layoff. The Housing Commission agrees to give consideration to the employment of any laid off City employees who were assigned to the Housing Commission.

The City and the Housing Commission agree to cooperate in the transfer of employees who are not to be employed by the Housing Commission. Such employees may temporarily be assigned to the Housing Commission, in its sole discretion, during the period of time that the Housing Commission is seeking to employ replacements. Such persons shall remain employees of the City during such temporary assignment to the Housing Commission, if applicable. The Housing Commission agrees to reimburse the City for the cost of all wages and benefits of such employees during the period of time they are temporarily assigned to the Housing Commission. The object of this portion of this Agreement is to achieve the least possible disruption of Housing Commission services, City operations and employee transfers.

5. Personnel Policies and Procedures. The Housing Commission shall hire, employ and manage in all respects, including, but not limited to evaluation, discipline, and termination, the employment of its employees in accordance with personnel policies and procedures to be adopted and amended from time to time by the Housing Commission.

6. Method of Selection and Payment of Housing Commission Employees. Employees of the Housing Commission shall be selected pursuant to the method set forth by the Housing Commission. Employees of the Housing Commission shall be paid by the Housing Commission, or its designee, pursuant to the Housing Commission budget and applicable state and federal laws.

7. Transition. The City agrees that the Human Resources Department of the City will make all reasonable efforts to cooperate with the Housing Commission in order to implement the transition of employment under this Agreement.

8. Audit and Reports. The fiscal year of the Housing Commission begins July 1, and ends June 30 of each given year. The Housing Commission shall continue to conduct financial audits and provide financial and other related reports to the City as is currently required by applicable state or federal statutes.

9. Claims and Liabilities. As provided by law, all claims that may arise in connection with housing projects of the Housing Commission shall be paid only from the operating revenue of the housing projects and all notes, bonds or other obligations or any claims of whatever nature against the housing projects shall not be debts or charges against the City, unless required or allowed by law and the Housing Commission shall indemnify, defend and hold the City harmless thereon.

10. Retention of Rights by City. All rights and remedies of the City with regard to the Housing Commission as set forth in the Statutes, shall be retained by the City and be unaffected by this Agreement, except as specifically provided herein.

11. Term of Agreement. This Agreement shall remain in full force and effect unless and until mutually agreed otherwise by both parties.

12. Severability. In the event that any provision contained herein shall be determined by a court of competent jurisdiction to be contrary to a provision of law or to be unenforceable for any reason, then, to the extent necessary to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court, so as to, as nearly as possible, carry out the intention of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers the day and year first above written.

CITY OF MOUNT CLEMENS,
a Michigan Municipal Corporation,

By: _____
Barb R. Dempsey
Its: Mayor

By: _____
Lisa Borgacz
Its: Clerk

**MOUNT CLEMENS PUBLIC HOUSING
COMMISSION,**

By: _____
Josh W. Alger
Its: Commission President

EXPLANATION OF AGENDA – May 16, 2016

Agenda Item No. 9-E

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

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

The amendment adding the Drop Off Lane was approved during our engineering review. It was determined that City concerns related to this Drop Off Lane, including responsibility for snow and ice removal, maintenance, repairs and replacement, would best be addressed by way of a legal agreement. The attached License Agreement was negotiated between the County and the City and includes an Exhibit A that defines the Drop Off Lane. The County has signed the agreement as you will see on the attached document.

SUBMITTED BY: Steven M. Brown, City Manager

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

LICENSE AGREEMENT

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

WHEREAS, the County desires to construct and maintain a "Drop Off Lane" upon City owned property located near the Southeast corner of South Main and Cass Avenue, otherwise known as 1 South Main Street, as more fully set forth on Exhibit "A" attached hereto and made a part hereof; and

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

NOW, THEREFORE, the parties hereby agree as follows:

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

6. Should the County fail to maintain the Drop Off Lane, the City may demand its removal, and the County shall at its sole expense, remove same from City property and restore said property to its condition existing prior to construction, within 180 days after the mailing of written notice from the City to do so.

7. County shall indemnify and hold harmless the City, and its officers and employees, from any and all claims, lawsuits, losses, damage or injury to persons or property of whatever kind and nature, whether direct or indirect, arising from the Drop Off Lane, which responsibility shall not be limited to the insurance coverage provided herein. Nothing provided in this agreement shall be construed a modification or waiver of any immunity afforded by law to the County.

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

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

10. City may revoke this license at any time without prior notice for any reason the City deems appropriate. Should the City determine that the Drop Off Lane be removed from said site, it shall be the responsibility of the County to do so at its own expense, within 180 days after the mailing of written notice from the City to do so.

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

MACOMB COUNTY,

By: Mark F. Deldin

Mark F. Deldin
Chief Deputy County Executive
Macomb County Executive Office
One South Main, 8th Floor
Mount Clemens, Michigan 48043

Its:

CITY OF MOUNT CLEMENS,

By: _____
Barb Dempsey, Mayor

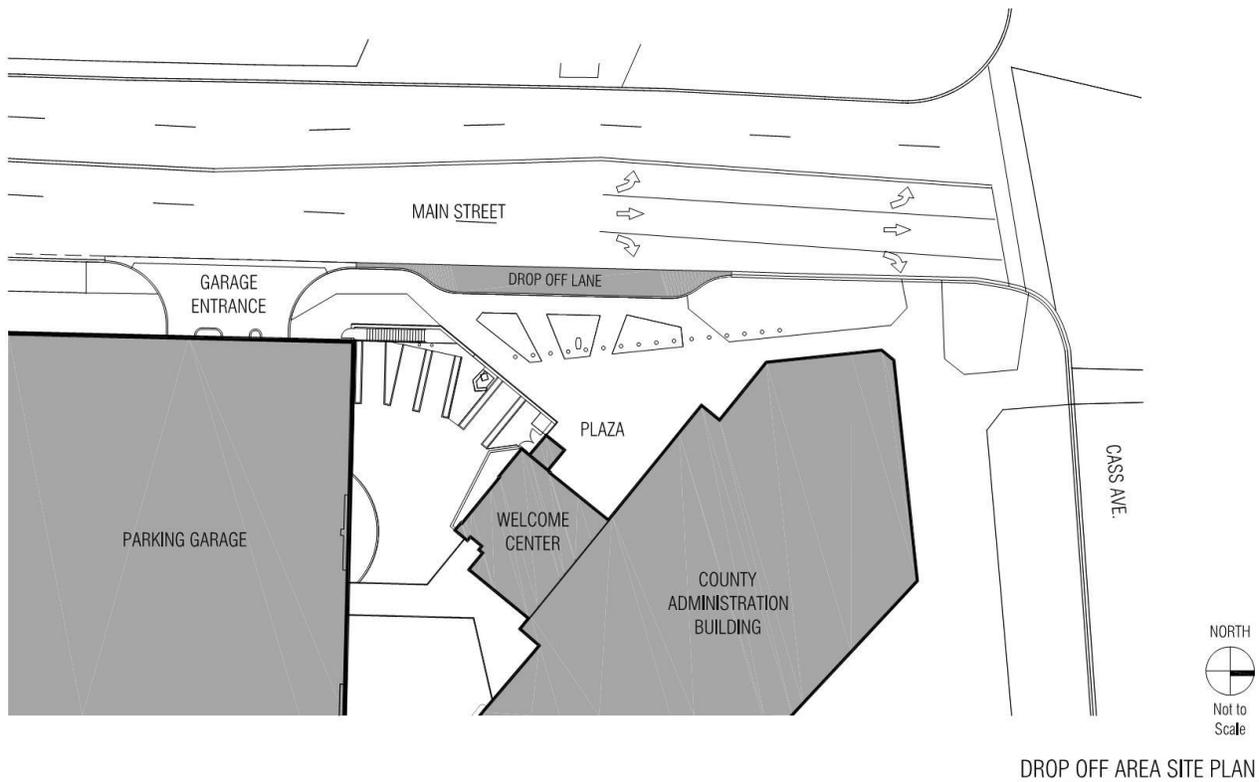
By: _____
Lisa Borgacz, Clerk

Exhibit A

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

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

The drawing below depicts the general location of the proposed Drop Off Lane on South Main Street:



EXPLANATION OF AGENDA – May 16, 2016

Agenda Item No. 9-F

Adoption of 2016-2017 Budget Appropriations Resolution and Millage Rates

The Public Hearing was held on May 2, 2016, for the City of Mount Clemens 2016-2017 fiscal year budget and property tax millage rates. The millage rates for the City of Mount Clemens are as follows:

Fund	Mills
General Fund	20.0000
Dial A Ride	.9137
Pension Fund	.9137
Sanitation Fund	.3000
Total City Wide	22.1274

Total City-wide millages will be levied at **22.1274** mills and the Downtown Development Authority district millage will be levied at **1.6132** mills. The proposed budget was prepared using the maximum allowable millage under the “Headlee” amendment.

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

RECOMMENDED MOTION: Motion to adopt the millage rates request for the 2016 property taxes; and to adopt the General Budget Appropriations Resolution for the 2016-2017 fiscal year.

GENERAL BUDGET APPROPRIATIONS RESOLUTION

WHEREAS, Section 10.155 of the City Charter for the City of Mount Clemens provides that a budget shall be adopted for each fiscal year and that said budget shall be adopted by the City Commission of said City in the form of a Resolution; and

WHEREAS, Section 10.155 also states that such resolution shall provide for an appropriation of money budgeted for municipal purposes during the next fiscal year succeeding said resolution's adoption; and

WHEREAS, under said Section 10.155, it is incumbent upon said City Commission for the City of Mount Clemens to budget for the fiscal year from July 1, 2016 to June 30, 2017; and

WHEREAS, a properly drafted and proposed budget has been submitted to the City Commission in compliance with the requirements contained in Section 10.152 of said City Charter and in compliance with requirements of the Uniform Budgeting and Accounting Public Act 621 of 1978, as amended; and

WHEREAS, such budget proposal has been duly filed with the City Commission and becomes a matter of public record available for public inspection with the City Clerk's Office; and

WHEREAS, such proposed budget hearing has been advertised in the C & G Newspaper on April 27, 2016 and a public hearing was held on May 2, 2016, as required by statute and other regulations; and

WHEREAS, the proposed budget, as approved by the City Commission, reflects a total City-wide millage levy of 22.1274 mills and special Downtown Development Authority District millage of 1.6132 mills, as detailed in the adopted tax millage rates; and

WHEREAS, such millage is in accordance with Public Act 5 of 1982; and

WHEREAS, the City Commission has reviewed the City Manager's proposed budget at Budget Workshop Meetings held on April 4, 2016, April 5, 2016 and April 25, 2016; and the City Commission has completed its review of the proposed budget for fiscal year 2016-2017.

NOW, THEREFORE, BE IT RESOLVED that the City Commission hereby adopts the estimated revenue budgets for the various funds as summarized in Column I on Attachment A and appropriates funds on a departmental and activity total basis to the various City Departments, Authorities, Commissions and other activities as summarized in Column II on Attachment A.

BE IT FURTHER RESOLVED that for the beginning of each quarterly period during the fiscal year, and more often if required by the Commission, the budget line items as shown in the departmental budget document should be used for comparative reporting purposes.

RESOLUTION DECLARED ADOPTED this 16th day of May, 2016.

Barb Dempsey, Mayor

Lisa Borgacz, City Clerk

GENERAL BUDGET APPROPRIATIONS RESOLUTION

ATTACHMENT A

CITY OF MOUNT CLEMENS, MICHIGAN
Summary of Proposed Budget for the Period
2016-2017 Fiscal Year Budget
July 1, 2016 to June 30, 2017

Fund	Estimated Revenues	Estimated Expenditures
General Fund	10,408,480	10,256,605
Major Street	960,000	1,019,820
Local Street	359,950	389,570
Dial A Ride	484,340	481,600
Public Improvement	60,000	60,000
Tax Increment Finance	186,200	140,000
Downtown Development Authority	280,820	280,820
Sidewalk	50,000	50,000
Automobile Parking System	689,200	687,388
Sewage Disposal System	4,568,000	4,414,142
Water Supply System	3,449,000	3,143,356
Sanitation Fund	901,900	869,250
Ice Arena And Fitness Center	200,000	0
Motor Pool Fund	769,090	769,090
Retirement Fund	9,560,948	5,046,000

EXPLANATION OF AGENDA – May 16, 2016

Agenda Item No. 9-G

Adoption of the Resolution Revising Water and Sewer Rates

The resolution is to revise the current Water and Sewer rates for the 2016-2017 Fiscal Year Water and Sewer fund budgets. These budgets and revised rates were reviewed with Commission at the budget review work sessions. City Engineer Kyle Seidel, AEW Inc., attended the April 5, 2016 work session.

An overall 7.4% increase is proposed, see attached FY 2017 Mount Clemens Rate Study prepared by Kyle Seidel, AEW, Inc. The revised rates include: \$3.61 Water Commodity Charge and \$27.29 Water Meter Charge (per equivalent meter or dwelling); and \$4.76 Sewer Commodity Charge and \$21.41 Sewer Meter Charge (per equivalent meter or dwelling).

SUBMITTED BY:

Linda A. Kunath, Finance Director/Treasurer

RECOMMENDED MOTION:

To approve the adoption of the resolution revising the Water and Sewer rates as presented.

FY 2017 MOUNT CLEMENS RATE STUDY

City of Mount Clemens Wholesale Water Rates FISCAL YEAR 2017				
User	FY 2014	FY 2017 - Recommended	Rate Change (3-years)	Avg. Annual Rate Change
SANGB	\$ 19.23	\$ 22.31	16.0%	5.3%
Clinton Twp	\$ 10.92	\$ 12.78	17.0%	5.7%
Harrison Twp	\$ 10.92	\$ 14.80	35.5%	11.8%

CITY OF MOUNT CLEMENS Retail Water and Sewer Rates FISCAL YEAR 2017			
Fee Category	FY 2016 Existing	FY 2017 - Recommended	Annual Rate Change
Water			
Commodity Charge (Per CCF)	\$ 3.34	\$ 3.61	
Water Meter Charge (per Equiv. Meter or Dwelling)	\$ 26.12	\$ 27.29	
Total Water Charge (20 CCF/Quarter Use)	\$ 92.92	\$ 99.58	7.2%
Sewer			
Commodity Charge (Per CCF)	\$ 4.41	\$ 4.76	
Sewer Meter Charge (per Equiv. Meter or Dwelling)	\$ 20.01	\$ 21.41	
Total Sewer Charge (20 CCF/Quarter Use)	\$ 108.21	\$ 116.52	7.7%
Overall			
Total Water and Sewer (20 CCF/Quarter Use)	\$ 201.13	\$ 216.09	7.4%

Typical Residential User Uses Apprx. 20 CCF/Qt

1 CCF = 100 cubic feet = 750 gallons

CITY OF MOUNT CLEMENS - RETAIL WATER					
FISCAL YEAR 2017					
QUARTERLY RATE COMPARISONS WATER & SEWER					
PROPOSED CHARGE				EXISTING CHARGE	PERCENT CHANGE
CCF USED	METER CHARGE	COMMODITY CHARGE	TOTAL		
0.0	\$ 48.70	\$ -	\$ 48.70	\$ 46.13	5.6%
7.5	\$ 48.70	\$ 62.77	\$ 111.47	\$ 104.26	6.9%
15.0	\$ 48.70	\$ 125.54	\$ 174.24	\$ 162.38	7.3%
20.0	\$ 48.70	\$ 167.39	\$ 216.09	\$ 201.13	7.4%
40.0	\$ 48.70	\$ 334.78	\$ 383.48	\$ 356.13	7.7%

Typical Residential User Uses Apprx. 20 CCF/Qt

1 CCF = 100 cubic feet = 750 gallons

RESOLUTION

RESOLUTION ESTABLISHING AND/OR REVISING WATER AND SEWER RATES AND CHARGES

WHEREAS, Code Sections 25.116 Sec. 6 and 25.143 Sec.13C authorizes the City Commission to establish water and sewer rates and charges by resolution; and

WHEREAS, the City of Mount Clemens provides water supply and sewer services; and

WHEREAS, the City Commission has determined that the following rates and charges with respect to water supply and sewer services are reasonable and proper; and

WHEREAS, the provisions of this resolution are inapplicable to persons with water supply or sewer services contracts or agreements to the extent that such contracts or agreements contain terms contrary to the foregoing provisions.

NOW, THEREFORE, BE IT RESOLVED that the following fees and charges are established pursuant to Code Sections 25.116 Sec. 6 and 25.143 Sec. 13 C of the Code of Ordinances.

WATER SUPPLY RATES & CHARGES

1. Service Charge: \$ 9.096 (Monthly Billings) per inch of meter size (minimum one-inch)
Service Charge: \$27.290 (Quarterly Billings) per inch of meter size (minimum one-inch)
And
Private Fire Line Service Charge: \$ 9.096 (Monthly Billings) per inch of pipe size (minimum one-inch)
Private Fire Line Service Charge: \$27.290 (Quarterly Billings) per inch of pipe size (minimum one-inch)
2. Consumption Charge (per 100 Cubic Feet): \$3.61

SEWER SUPPLY RATES & CHARGES

3. Service Charge: \$ 7.136 (Monthly Billings) per inch of meter size (minimum one-inch)
Service Charge: \$21.410 (Quarterly Billings) per inch of meter size (minimum one-inch)
And
Private Fire Line Service Charge: \$ 7.136 (Monthly Billings) per inch of pipe size (minimum one-inch)
Private Fire Line Service Charge: \$21.410 (Quarterly Billings) per inch of pipe size (minimum one-inch)
4. Consumption Charge (per 100 Cubic Feet): \$4.76
5. If any bill is not paid on or before the due date, a penalty of five percent shall be charged. If any bill is not paid with 20 days after the due date, service shall be discontinued.

BE IT FURTHER RESOLVED that said fees shall become effective July 1, 2016.

ADOPTED: May 16, 2016

CITY OF MOUNT CLEMENS,
a Michigan Municipal Corporation

Barb Dempsey, Mayor

Lisa Borgacz, City Clerk

EXPLANATION OF AGENDA – May 16, 2016

Agenda Item No. 9-H

Adoption of the Resolution Revising Wholesale Water Rates

The resolution is to revise the current Wholesale Water rates effective July 1, 2016. These revised rates were reviewed with Commission at the budget review work sessions. City Engineer Kyle Seidel, AEW Inc., attended the April 5, 2016 work session.

The average annual rate change to the wholesale water customers ranges between 5.3% and 11.8% increase, see attached FY 2017 Mount Clemens Rate Study prepared by Kyle Seidel, AEW, Inc. Wholesale customers share the expense of the water plant based on their average annual consumption. Additionally, each wholesale customer shares 1% of the transmission expense to deliver water from the water plant to the wholesale customer.

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

RECOMMENDED MOTION: To approve the adoption of the resolution revising the Wholesale Water Rates as presented.

FY 2017 MOUNT CLEMENS RATE STUDY

City of Mount Clemens Wholesale Water Rates FISCAL YEAR 2017				
User	FY 2014	FY 2017 - Recommended	Rate Change (3-years)	Avg. Annual Rate Change
SANGB	\$ 19.23	\$ 22.31	16.0%	5.3%
Clinton Twp	\$ 10.92	\$ 12.78	17.0%	5.7%
Harrison Twp	\$ 10.92	\$ 14.80	35.5%	11.8%

CITY OF MOUNT CLEMENS Retail Water and Sewer Rates FISCAL YEAR 2017			
Fee Category	FY 2016 Existing	FY 2017 - Recommended	Annual Rate Change
Water			
Commodity Charge (Per CCF)	\$ 3.34	\$ 3.61	
Water Meter Charge (per Equiv. Meter or Dwelling)	\$ 26.12	\$ 27.29	
Total Water Charge (20 CCF/Quarter Use)	\$ 92.92	\$ 99.58	7.2%
Sewer			
Commodity Charge (Per CCF)	\$ 4.41	\$ 4.76	
Sewer Meter Charge (per Equiv. Meter or Dwelling)	\$ 20.01	\$ 21.41	
Total Sewer Charge (20 CCF/Quarter Use)	\$ 108.21	\$ 116.52	7.7%
Overall			
Total Water and Sewer (20 CCF/Quarter Use)	\$ 201.13	\$ 216.09	7.4%

Typical Residential User Uses Apprx. 20 CCF/Qt

1 CCF = 100 cubic feet = 750 gallons

CITY OF MOUNT CLEMENS - RETAIL WATER					
FISCAL YEAR 2017					
QUARTERLY RATE COMPARISONS WATER & SEWER					
PROPOSED CHARGE				EXISTING CHARGE	PERCENT CHANGE
CCF USED	METER CHARGE	COMMODITY CHARGE	TOTAL		
0.0	\$ 48.70	\$ -	\$ 48.70	\$ 46.13	5.6%
7.5	\$ 48.70	\$ 62.77	\$ 111.47	\$ 104.26	6.9%
15.0	\$ 48.70	\$ 125.54	\$ 174.24	\$ 162.38	7.3%
20.0	\$ 48.70	\$ 167.39	\$ 216.09	\$ 201.13	7.4%
40.0	\$ 48.70	\$ 334.78	\$ 383.48	\$ 356.13	7.7%

Typical Residential User Uses Apprx. 20 CCF/Qt

1 CCF = 100 cubic feet = 750 gallons

RESOLUTION

RESOLUTION ESTABLISHING AND/OR REVISING WHOLESALE WATER RATES

WHEREAS, Code Sections 25.116 Sec. 6 and 25.143 Sec. 13 C. authorizes the City Commission to establish wholesale water rates by resolution; and

WHEREAS, the City of Mount Clemens provides water supply services; and

WHEREAS, the City Commission has determined that the following rates and charges with respect to water supply services are reasonable and proper; and

WHEREAS, the provisions of this resolution are inapplicable to persons with water supply contacts or agreements to the extent that such contracts or agreements contain terms contrary to the foregoing provisions.

NOW, THEREFORE, BE IT RESOLVED that the following fees and charges are established pursuant to Code Sections 25.116 Sec. 6 and 25.143 Sec. 13 C. of the Code of Ordinances:

WHOLESALE WATER SUPPLY RATES

Data from 2017 Mount Clemens Rate Study

	FY 2014	FY 2017 - Recommended	Rate Change (3-years)	Avg. Annual Rate Change
SANGB	\$ 19.23	\$ 22.31	16.0%	5.3%
Clinton Twp	\$ 10.92	\$ 12.78	17.0%	5.7%
Harrison Twp	\$ 10.92	\$ 14.80	35.5%	11.8%

BE IT FURTHER RESOLVED that said fees shall become effective July 1, 2016.

ADOPTED: May 16, 2016

CITY OF MOUNT CLEMENS,
a Michigan Municipal Corporation

Barb Dempsey, Mayor

Lisa Borgacz, City Clerk

EXPLANATION OF AGENDA – May 16, 2016

Agenda Item No. 9-I

Approval of Temporary Relocation of Voting Precinct

The City Clerk's Office is requesting approval to temporarily relocate voting Precinct #1 currently located at CME Turner Chapel Church, 125 Clinton River Drive, to M.L. King Academy, 400 Clinton River Drive. This temporary move would only be effective for the August 2, 2016 Primary and November 8, 2016 General Elections.

The Gymnasium at King Academy would provide a larger space that will adequately accommodate the anticipated high voter turnout for these elections.

Michigan Election Law states that a voting precinct cannot be moved less than 60 days prior to an election and requires the approval of the City Commission.

There are 1,268 registered voters in Precinct 1. All voters will be notified of the temporary move through a mailing in July. Also, signs will be posted at the entrance to Turner Chapel to direct voters to go to King Academy to vote.

SUBMITTED BY: Lisa Borgacz, City Clerk

RECOMMENDED MOTION: To approve the temporary relocation of voting precinct #1 from CME Turner Chapel Church, 125 Clinton River Drive to M.L. King Academy, 400 Clinton River Drive for the August 2, 2016 Primary and November 8, 2016 General Elections.

EXPLANATION OF AGENDA – May 16, 2016

Agenda Item No. 9-J

APPROVE PURCHASES AND PAYMENT OF INVOICES

VENDOR (PURCHASES)	DESCRIPTION	FUND/ DEPARTMENT/ APPROPRIATION	ACCOUNT NUMBER	AMOUNT	CURRENT BALANCE
1.W.J. O’Neal Company 35457 Industrial Road Livonia, MI 48150	Cooling Tower Replacement at the Fire Department	General Fund/ Fire Department/ Building Additions and Improvements	101-33600-976000	\$18,335.00	\$5,640.00*

VENDOR (INVOICES)	DESCRIPTION	FUND/ DEPARTMENT/ APPROPRIATION	ACCOUNT NUMBER	AMOUNT	CURRENT BALANCE
1.State of Michigan Michigan Department of Environmental Quality Cashiers Office-SWPF P.O. Box 30657 Lansing, MI 48909	Stormwater Annual Permit Fee	Sewer-Utilities Fund/ Operation of Plant/ Contractual Services	590-53708-818000	\$3,000.00	\$3,152.95
2.York Repair 611 Andre Street Bay City, MI 48705	Emergency Repairs to the Shaft and impeller Of the Sludge Transfer Pump at the Wastewater Treatment Plant	Sewer-Utilities Fund/ Operation of Plant/ Machinery and Equipment	590-53708-982000	\$2,090.00	\$39,423.48
3.Kramer & Murray, P.C. Ruggirello, Velardo, Novara, and VerBeek, P.C. 65 Southbound Gratiot Mount Clemens, MI 48043	Legal services For the month of April, 2016	General Fund/ Legal Services/ Legal Fees	101-26600-826000	\$9,936.43	\$43,914.32
		General Fund/ Legal Services/ Legal Fees-Labor	101-26600-826001	\$2,564.44	*
		Parking Fund/ Legal Fees	585-54600-826000	\$406.19	*

*Budget amendment to be made at a later date.

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

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

CITY OF MOUNT CLEMENS

Tabulation of sealed bids received and opened on Tuesday, May 3, 2016, for a repair/replacement of the Cooling Tower at the Fire Department:

BIDDER	COST/REPAIR	COST/REPLACEMENT
1. Miller-Boldt, Inc. 42826 Mound Sterling Heights, MI 48314	\$14,200.00	\$43,200.00 (Marley Brand)
2.W.J. O'Neal Company 35457 Industrial Road Livonia, MI 48150	\$14,181.00	\$18,335.00 (Marley Brand)

Linda A. Kunath
Finance Director/Treasurer

EXPLANATION OF AGENDA – May 16, 2016

TO: The Honorable Mayor Barb Dempsey and
All City Commissioners

FROM: Steven M. Brown, City Manager

DATE: May 13, 2016

RE: Report from the City Manager's Office

1. Employee Insurance Update: The City continues to provide information to employees regarding the insurance changes discussed during the Budget Work Session on April 25th. The change to the self-insurance financing model is proceeding and Open Enrollment Meetings have been held. At the request of employees coming out of the Open Enrollment meetings, we have scheduled another informational meeting for the week of May 16th, open to all employees. Our benefit consultants, PM Group Benefit Advisors, have handled the Open Enrollment meetings and will also handle the upcoming meeting. I am very confident that this meeting will provide a great deal of helpful information for our employees and we do want them to have to a solid understanding of these important changes.
2. Road Needs: The City develops a Pavement Surface Evaluation and Rating (PASER) study to rate the condition of our roads and to develop estimates of what our road needs would cost to address. A quick summary of that information from the latest PASER study follows:
 - Total streets – 52.8 miles
 - Good Condition – 18.5 miles
 - Fair Condition – 25.2 miles (estimated cost of resurfacing \$21 million)
 - Poor Condition – 9.1 miles (estimated cost of reconstruction \$16 million)

So, the current projected cost to bring all roads to a good or better condition is approximately \$37 million. The cost per mile to resurface is over \$800,000 per mile while reconstruction would cost nearly \$1.8 million per mile.

3. Bond Refunding: The recently approved bond refunding of Parking Improvements Project Bonds issued in 2003 was finalized yesterday. As part of your consideration in approving the refunding on April 18, 2016, the following projections were made:

- Target interest rate - 2.5% or less
- Projected savings - approximately \$150,000 over the remaining 7 years of the bonds, or a little over \$21,000 per year

Actual results achieved were as follows:

- Bonds were refunded at 1.99%
- Savings – over \$219,000 over the remaining 7 years of the bonds or over \$31,000 per year

These results were excellent and congratulations to Finance Director Linda Kunath and our consultant partners for putting together a very successful refunding that achieved meaningful savings for the City and, truly, exceeded all expectations.