



AMENDED

A G E N D A

CITY COMMISSION MEETING

Monday, June 6, 2016

7:00 PM

1. Call to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Announcements, Acknowledgments and Communications and Reports.
5. Adoption of Agenda.
6. Public Participation.
7. Administrative Response to Issues or Questions Raised During Previous Meetings.
8. Approval of Minutes.
9. General Business.
 - 9-A - To Adopt a Resolution Supporting a Charitable Gaming License for Turning Point.
 - 9-B - Request City Commission Approval of a Contract Extension for Utilities Department Management.
 - 9-C - Request Approval to Enter into Agreements for Inspector Services in the Community Development Department for the 2017 Fiscal Year.
 - 9-D - Draft Master Plan Update – Review and Release for Distribution.
 - 9-E - Request City Commission Authorization to Repair Unsafe Sidewalks.

9-F - Request Approval to Continue the Publication and Distribution of the City Newsletter through C & G Newspapers.

9-G - Approve Purchases and Payment of Invoices.

10. Consent Agenda.

10-A - Adopt a Resolution for Severance of the Mount Clemens Housing Commission.

10-B - Request to Approve a Resolution Authorizing the Implementation of Recommendations Necessary to Receive Redevelopment Ready Communities Certification from the Michigan Economic Development Corporation.

10-C - Approval of the Dates for Regular City Commission Meetings for the 2016/2017 Fiscal Year.

11. City Manager's Report.

12. Commissioners' Comments.

13. Executive Session

To Discuss Collective Bargaining Negotiations.

To Discuss Pending Litigation.

14. 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 – June 6, 2016

Administrative Response to Issues or Questions Raised During Previous Meetings

1. Sidewalk Appeals Committee

A resident raised the issue of the lack of an appeals process for sidewalk code enforcement actions. Consistent with other code enforcement, there is no formal appeals process or committee. For example, someone questioning the outcome of a City inspection on a permit does not have a formal appeals process or committee but instead would raise their concern with City Administration at a variety of levels if they see fit. A more formalized appeals process can be part of a more formal, structured and systematic sidewalk program. That would not describe our current sidewalk efforts and as such we have not instituted a formal appeals process. That can be addressed if it is the preference of the Commission.

Also, consistent with the Agenda Item to be considered at the June 6th Meeting, City Administration does bring the sidewalk list covering this sidewalk work to the Commission for review and approval. This was the case for the work completed in the Fall of 2015 as well.

2. Shadyside Park Request

The Department of Public Services has communicated their willingness to support a volunteer cleanup at Shadyside Park to include collection and disposal of scrub vegetation and other debris that would be removed. We will continue to coordinate with the resident in terms of the date and time for this collaboration opportunity.

3. Charitable Solicitation Processes

Consistent with prior discussions with Mayor and Commission, City Administration will review the ordinances and processes the City follows in approving charitable solicitation applications. Please look for future communications on this subject, possibly to include a Work Session and/or Agenda Item.

CITY COMMISSION MEETING

County of Macomb
State of Michigan

May 16, 2016
Commission Chambers

A regular meeting of the Mount Clemens City Commission was held on Monday, May 16, 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 Commissioners Roger Bunton, Ronald Campbell, Lois Hill, Laura Kropp and Denise Mentzer. Mayor Barb Dempsey was absent. Also in attendance were Steven Brown, City Manager, Michael Murray, City Attorney and Lisa Borgacz, City Clerk.

In the Mayor's absence, Commissioner Hill was designated Acting Mayor for the Commission Meeting.

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

Commissioner Bunton made a motion, supported by Commissioner Mentzer, to excuse Mayor Dempsey from the meeting. The motion passed unanimously.

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

Debbie Neumann and Nicole Brown from Michigan Economic Development Corporation presented its Redevelopment Ready Community Report of Findings.

THE ADOPTION OF THE AGENDA WAS CONSIDERED, ITEM 5.

Commissioner Kropp made a motion, supported by Commissioner Mentzer, 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 Kropp made a motion, supported by Commissioner Bunton, to approve the minutes of the City Commission Regular Meeting of May 2, 2016, as presented. The motion passed unanimously.

REQUEST FOR APPROVAL TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MOUNT CLEMENS AND SAFE BUILT MICHIGAN, LLC, FOR BUILDING OFFICIAL AND TRADE INSPECTION SERVICES WAS CONSIDERED, ITEM 9-A.

Commissioner Campbell made a motion, supported by Commissioner Kropp, 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.

The vote on the motion was:

Ayes: Hill

Nays: Mentzer, Bunton, Campbell, Kropp

The motion failed.

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 WAS CONSIDERED, ITEM 9-B.

Commissioner Bunton made a motion, supported by Commissioner Kropp, 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. The motion passed unanimously.

REQUEST APPROVAL OF A PROPOSAL TO PROVIDE HR CONSULTING SERVICES WAS CONSIDERED, ITEM 9-C.

Commissioner Campbell made a motion, supported by Commissioner Kropp, to 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.

The vote on the motion was:

Ayes: None

Nays: Campbell, Hill, Kropp, Mentzer, Bunton

The motion failed.

CONSIDERATION OF THE REQUEST BY THE MOUNT CLEMENS HOUSING COMMISSION (MCHC) TO BE A SEPARATE AND INDEPENDENT EMPLOYER WAS CONSIDERED, ITEM 9-D.

Commissioner Kropp made a motion, supported by Commissioner Bunton, to 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.

The vote on the motion was:

Ayes: Hill, Kropp, Mentzer, Bunton

Nays: Campbell

May 16, 2016

The motion passed.

REQUEST APPROVAL OF A LICENSE AGREEMENT FOR COUNTY REQUESTED DROP-OFF LANE ON SOUTH MAIN STREET WAS CONSIDERED, ITEM 9-E.

Commissioner Mentzer made a motion, supported by Commissioner Campbell, to 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. The motion passed unanimously.

ADOPTION OF 2016-2017 BUDGET APPROPRIATIONS RESOLUTION AND MILLAGE RATES WAS CONSIDERED, ITEM 9-F.

Commissioner Mentzer made a motion, supported by Commissioner Campbell, 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.

The vote on the motion was:

Ayes: Bunton, Campbell, Hill, Kropp

Nays: Mentzer

The motion passed.

ADOPTION OF THE RESOLUTION REVISING WATER AND SEWER RATES WAS CONSIDERED, ITEM 9-G.

Commissioner Kropp made a motion to approve the adoption of the resolution revising the Water and Sewer rates as presented. The motion failed for lack of support.

ADOPTION OF THE RESOLUTION REVISING WHOLESALE WATER RATES WAS CONSIDERED, ITEM 9-H.

Commissioner Bunton made a motion, supported by Commissioner Campbell, to approve the adoption of the resolution revising the Wholesale Water Rates as presented. The motion passed unanimously.

APPROVAL OF TEMPORARY RELOCATION OF VOTING PRECINCT WAS CONSIDERED, ITEM 9-I.

Commissioner Campbell made a motion, supported by Commissioner Bunton, 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. The motion passed unanimously.

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

May 16, 2016

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

THE CONSENT AGENDA WAS CONSIDERED, ITEM 10.

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

COMMISSIONERS' COMMENTS WERE RECEIVED, ITEM 12.

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

The meeting was adjourned at 9:14 p.m.

Respectfully submitted,

Lois Hill, City Commissioner

Lisa Borgacz, City Clerk

May 16, 2016

EXPLANATION OF AGENDA – June 6, 2016

Agenda Item No. 9-A

To Adopt a Resolution Supporting a Charitable Gaming License for Turning Point

Turning Point, Inc., will be holding a fundraiser at Zuccarro's Banquet Facility in Chesterfield, Michigan, on September 9, 2016. Turning Point is a domestic nonprofit corporation incorporated in the State of Michigan, operating in the City of Mount Clemens. Turning Point's mission is to provide programs and resources that enable victims/survivors of domestic violence and sexual assault to regain control of their lives.

In order to conduct a raffle at the event, it is necessary for the organization to obtain a Charitable Gaming License from the State of Michigan. The State requires a resolution be approved by the local governmental subdivision in which the organization conducts its principal activities, that the organization is a recognized non-profit organization, operating in the community.

The Bylaws and Articles of Incorporation submitted by Turning Point have been reviewed by the City Attorney and are provided under separate cover for your review.

SUBMITTED BY: Steven M. Brown, City Manager

RECOMMENDED MOTION: To adopt the Local Governing Body Resolution for Charitable Gaming Licenses for Turning Point, Inc.



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL.432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____,
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____.
APPROVAL/DISAPPROVAL

APPROVAL	DISAPPROVAL
Yeas: _____	Yeas: _____
Nays: _____	Nays: _____
Absent: _____	Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the _____ at a _____ meeting held on _____.
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.
 BSL-CG-1153(R6/09)



LOCAL CIVIC ORGANIZATION QUALIFICATION REQUIREMENTS

Please allow at least 8 weeks for the qualification process.

If the organization has never submitted qualifying information as a local civic organization, the following information shall be submitted in the name of the organization prior to being approved to conduct a bingo, millionaire party, raffle, or charity game. A previously qualified organization may be required to submit updated qualification information to assure its continued eligibility under the act.

1. A signed and dated copy of the organization's current bylaws or constitution, including membership criteria.
2. A complete copy of the organization's Articles of Incorporation that have been filed with the Corporations and Securities Bureau, if the organization is incorporated.
3. A copy of the letter from the IRS stating the organization is exempt from federal tax under IRS code 501(c)

OR

copies of one bank statement per year for the previous five years, excluding the current year.

4. A provision in the bylaws, constitution, or Articles of Incorporation that states should the organization dissolve, all assets, and real and personal property will revert:
 - A. If exempt under 501(c)3, to another 501(c)3 organization.
 - B. If not exempt under 501(c)3, to the local government.
5. A revenue and expense statement for the previous 12 month period to prove all assets are used for charitable purposes, i.e. 990's, treasurer's report, audit. Do not send check registers or cancelled checks. Explain the purpose of each expenditure made to an individual. Once the organization has conducted licensed gaming events, the Bureau may require the organization to provide additional proof that all assets are being used for charitable purposes.
6. A copy of a resolution passed by the local body of government stating the organization is a recognized nonprofit organization in the community (form attached).
7. A provision in the bylaws, constitution, or Articles of Incorporation indicating the organization will remain nonprofit forever.

Additional information may be requested after the initial documents submitted have been reviewed. If you have any questions or need further assistance, please call our office at (517) 335-5780.

Act 382 of the Public Acts of 1972, as amended, defines a local civic organization as an organization "that is organized not for pecuniary profit; that is not affiliated with a state or national organization; that is recognized by resolution adopted by the local governmental subdivision in which the organization conducts its principal activities; whose constitution, charter, articles of incorporation, or bylaws contain a provision for the perpetuation of the organization as a nonprofit organization; whose entire assets are used for charitable purposes; and whose constitution, charter, articles of incorporation, or bylaws contain a provision that all assets, real property, and personal property shall revert to the benefit of the local governmental subdivision that granted the resolution upon dissolution of the organization."

EXPLANATION OF AGENDA – June 6, 2016

Agenda Item No. 9-B

Request City Commission Approval of a Contract Extension for Utilities Department Management

Mayor and Commission previously awarded a one-year contract to F & V Operations and Resource Management (FVOP) for management services in our Utilities Department. The current contract was approved at your June 15, 2015 Commission Meeting. This contract expires as of June 30, 2016.

A primary advantage of the FVOP relationship is that it provides the City access to added depth and expertise in a variety of technical areas within Utilities. When issues arise, we are not limited to the knowledge, skills and abilities of a single employee because FVOP has the ability to bring in subject matter experts as needs and specific circumstances require. This has been a critical advantage for us. As an example, the City recently experienced a major water main break that presented difficult problems. FVOP brought in a collection and distribution system expert that assisted with the problem.

Day to day management representatives from FVOP have made many specific and important improvements to our operations. The intake from septic haulers had provided supplemental revenue but also created significant problems at our Wastewater Treatment Plant (WWTP). FVOP shifted the screening point of this intake and saved the City significant staff time and dollars. The status of our Retention Basin (RTB) made us subject to daily reporting to MDEQ and had negatively impacted WWTP operations. FVOP improved a variety of equipment and process issues and the RTB and the WWTP now function as designed and we have eliminated the need for MDEQ reporting.

For these and other reasons, City Administration recommends extending the contractual relationship with FVOP. I strongly feel that the City and our systems and customers will greatly benefit from this extension and justify this ongoing investment in our Utilities Department. The agreement will continue to reflect an hourly equivalent rate and a not-to-exceed cost. The hours and costs can be reduced as conditions and needs warrant.

SUBMITTED BY: Steven M. Brown, City Manager

RECOMMENDED MOTION: To extend the Professional Services Agreement for day-to-day management and oversight of the Utilities Department with F & V Operations and Resource Management, Inc., for one year under the same terms and conditions; and authorize the Mayor and City Clerk to execute the appropriate Contract Extension Agreement as finalized by the City Attorney.

PROFESSIONAL SERVICES AGREEMENT

F&V OPERATIONS AND RESOURCE MANAGEMENT, INC.

2960 Lucerne Drive SE, Grand Rapids, Michigan 49546

P: 616.588.2900 F: 616.977.1005

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

SERVICES: F&V Operations & Resource Management, Inc. (FVOP), Consultant represents that it employs trained and qualified personnel with experience in providing the operating services sought by Owner and, will perform operations services pursuant to and in accordance with the proposal letter dated June 23, 2015 for the Owner in accordance with these Terms and Conditions.

COMPENSATION: In consideration of the services performed by Consultant, the Owner agrees to pay Consultant a lump sum fee per month of \$17,000 for base services. Additional services will be provided only with written approval from the Owner on an hourly rate basis plus 1.10 times reimbursable expenses and subcontracted services unless otherwise negotiated. In an emergency, Consultant is to contact Owner's Authorized Representative by phone to obtain approval. If that is not possible, Consultant can proceed but must document to the Owner the justification for the emergency, the supplier, the costs, etc. within 12 hours of the start of the event.

FEE DEFINITIONS: The following fee types may apply:

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

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

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

PAYMENT: Owner shall pay Consultant for all Services and reimbursable expenses on a monthly basis, or as otherwise mutually agreed. Routine monthly billings shall be due and payable within 30 days of the invoice; other, non-routine billings shall be due and payable within 45 days of the invoice. Past due invoices shall then incur interest at the rate of one percent per month. If Owner objects to any portion of an invoice, Owner shall notify Consultant in writing within five (5) days of presentation. Owner shall identify the disputed charges and shall pay when due that portion of the invoice not in dispute. If the disputed amount of the invoice is resolved in Consultant's favor and not paid by the invoice due date, interest shall be paid by Owner on the disputed amount from the original due date. If the disputed amount is resolved in Owner's favor, any and all work performed by Consultant to remedy the objection shall be performed at Consultant's sole cost and expense and shall not be invoiced to Owner. If an invoice is unpaid after 60 days, Consultant has the right to suspend performance of Services until all past due amounts are paid, including accrued interest.

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

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

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

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

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

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

The Consultant represents, warrants and covenants to Owner that: (a) it knows the nature and scope of the Services and that it is familiar with the type of problems typically encountered in conducting the Services; (b) that it has the capability, experience and resources to perform the Services as

required hereunder; (c) that the Services will be performed in a timely, professional and workmanlike manner in accordance with the highest professional standards employed in the industry; (d) that all Services shall be performed safely and shall comply with: (i) applicable federal, state and local laws, ordinances, regulations, orders and directives; (e) that all cost estimates, approvals, recommendations, opinions and decisions by the Consultant have been and shall be made on the basis of the Consultant's experience, qualifications, and professional judgment; and (f) the Compensation is a fair and adequate price for the performance of the Basic Services. In the event that the Consultant's failure to comply with the requirements of the Services, or fails to comply with this Services Agreement, and requires the Consultant to perform a particular task again, the Consultant shall be responsible for the costs incident to performing that task again.

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

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

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

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

LIMITATION OF LIABILITY: Consultant shall not be liable for any claim, damage, cost, expense or other liability not caused by negligent acts, errors or omissions of Consultant. The total liability of Consultant under any legal theory whatsoever, in the aggregate, as well as any claimed liability of Consultant's officers, directors, employees, or agents or consultants, for any claims arising, shall not exceed the insurance limits required by the Owner. **INFORMATION FROM OTHER PARTIES:** The Owner and Consultant acknowledge that Consultant may rely on information furnished by other parties in performing its Services on the Project. Consultant shall not be liable for any damages that may be incurred by the Owner in the use of this third party information.

SPREAD OF CONTAMINATION: Owner understands and agrees that Consultant shall not be responsible for any claims or damages which may arise as a result of or from the spread of contamination caused by drilling, sampling or any other activity unless such spread or contamination is substantially caused by the negligence of Consultant. To the extent that Consultant may be found liable under the terms of this Paragraph, and only to such extent, Consultant's liability shall not exceed the percentage share of Consultant's responsibility.

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

TERMINATION: Owner may terminate this Services Agreement in whole or from time to time in part, at any time by 30 days written notice to the Consultant. Upon such termination, the Consultant agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Consultant, Owner shall pay the Consultant in accordance with Subsection (c) below:

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

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

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

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

RECORDS AND DOCUMENTS: All reports, documents, information and any materials generated by or furnished to the Consultant under this Services Agreement or any accepted Change Order, as well as any plans, specifications or other similar materials provided to the Consultant or any subcontractor by Owner, shall be and remain the property of Owner and shall be returned to Owner immediately upon Owner's request therefore. The Consultant shall not use any such reports, documents or information developed during performance of the Services or any such materials for any other

purpose without the prior written consent of Owner. Owner shall have the unfettered right to make any use it deems appropriate of such reports, documents, information and/or similar materials.

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

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

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

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

ENTIRE AGREEMENT: This Services Agreement and Proposal Letter dated June 23, 2015, constitute the entire understanding and agreement between the parties hereto relating to the subject matter hereof and supersedes any and all prior agreements, whether written or oral, of the parties.

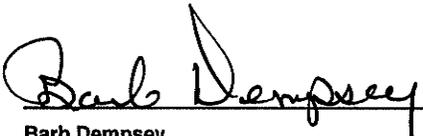
SEVERABILITY: If any portion of this Services Agreement is judged illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect any other portion of this Services Agreement.

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

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

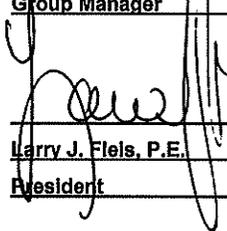
OWNER
CITY OF MOUNT CLEMENS

CONSULTANT
F&V OPERATIONS AND RESOURCE MANAGEMENT, INC.

By: 
Barb Dempsey
Title: Mayor

By: 
H. Blair Selover
Title: Group Manager

By: 
Lisa Borgacz
Title: City Clerk

By: 
Larry J. Fleis, P.E.
Title: President

Date: July 6, 2015

Date: _____

Exhibit "A"

INSURANCE REQUIREMENTS

The contractor/subcontractor shall not commence work under this contract until he has obtained the insurance required within this contract. All insurance coverage shall be with issuance carriers acceptable to the City of Mount Clemens. If any insurance is written with a deductible or self-insured retention, the contractor/subcontractor shall be solely responsible for said deductible or self-insured retention. The purchase of insurance and the furnishing of a certificate of insurance shall not be a satisfaction of the contractor/subcontractor's indemnification of the City of Mount Clemens. The contractor/subcontractor is responsible to meet all MIOSHA requirements for on-the-job safety. The contractor/subcontractor and his subcontractor/subcontractor shall procure and maintain during the life of this contract for the following coverage:

- a. Workers Compensation Insurance in accordance with all applicable statutes of the State of Michigan. Coverage shall include Employers Liability Coverage.
- b. Commercial General Liability Insurance on an "Occurrence" basis with limits of liability not less than \$1,000,000.00 (as stated above level of hazard) per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage.
- c. Motor Vehicle Liability Coverage, including Michigan No-Fault Coverage with limits of liability not less than \$1,000,000.00 per occurrence combined single limit bodily injury and property damage for all vehicles used in the performance of the contract. The City reserves the right to require specific limits of coverage if the contract involves the use of a motor vehicle for other than transportation to the work site.
- d. Additional Insured. Commercial General Liability Insurance as described above shall include an endorsement stating the following shall be an additional insured: **"The City of Mount Clemens, including all elected and appointed officials and employees and all other individuals working on behalf of the City are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City of Mount Clemens."**
- e. Cancellation Notice. Workers Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance as described above shall include an endorsement stating that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to:

City of Mount Clemens
Terese G. Lucci, Purchasing Assistant
One Crocker Boulevard
Mount Clemens, MI 48043
- f. Professional Liability.



June 1, 2016

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

RE: Professional Services Agreement Extension

Dear Steve:

As requested, this letter is written to extend our services for providing Operations Management Services and extend them for one year. This correspondence will serve to amend and modify our Professional Services Agreement approved in July 2015 by one year.

The basic terms and conditions from your prior authorization will remain the same. As requested, we are willing to hold the fees to the same as last year, also. These proposal rates are valid until July 1, 2017, at which time FVOP reserves the right to adjust the fee based on wage changes at that time of year.

These services will continue until either party terminates this work with or without cause by providing a 30-day notice. If you concur with the modifications as outlined above please authorize this one year extension by signing this letter and return a copy to us.

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

Sincerely,

F&V OPERATIONS AND RESOURCE MANAGEMENT, INC.

A handwritten signature in blue ink, appearing to read "H. Blair Selover".

H. Blair Selover
Associate

A handwritten signature in blue ink, appearing to read "Larry J. Fleis".

Larry J. Fleis PE
President

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

EXPLANATION OF AGENDA – June 6, 2016

Agenda Item No. 9-C

Request Approval to Enter into Agreements for Inspector Services in the Community Development Department for the 2017 Fiscal Year

Matthew M. Berman will provide Building Official, Building Inspector and Mechanical Inspector services and shall receive an annual fee of \$54,000 and be paid bi-weekly for said services.

Joseph A. Orr will provide Plumbing Inspector services and shall receive an annual fee of \$34,000 and be paid bi-weekly for said services.

Michael L. Ferron will provide Rental Inspector services and shall receive an annual fee of \$48,000 and be paid bi-weekly for said services.

Fusion Electric, Inc. (Robert Bobcean) will provide Electrical Inspector services and shall receive an annual fee of \$34,000 and be paid bi-weekly for said services.

With City Commission approval, the one year contracts shall become effective July 1, 2016 and expire on June 30, 2017.

The contracts have been reviewed by the City Attorney and contractors.

SUBMITTED BY: Brian L. Tingley
Community Development Director

RECOMMENDED MOTION: Approve the Agreements for Inspector Services between the City of Mount Clemens and Matthew M. Berman, Joseph A. Orr, Michael L. Ferron and Fusion Electric, Inc.; and to authorize the Mayor and City Clerk to execute the same.

AGREEMENT FOR BUILDING OFFICIAL, BUILDING INSPECTOR and MECHANICAL INSPECTOR SERVICES

THIS AGREEMENT made this 6th day of June, 2016, by and between **THE CITY OF MOUNT CLEMENS**, a Michigan Municipal Corporation, hereinafter referred to as "**City**", and **MATTHEW M. BERMAN**, hereinafter referred to as "**Contractor**".

WHEREAS, the City is seeking the services of a Building Official, Building Inspector and Mechanical Inspector; and

WHEREAS, Contractor is experienced in municipal building inspection, and municipal mechanical inspection, and is desirous of performing said Building Official and Building and Mechanical inspection services.

NOW, THEREFORE, the City and Contractor hereby agree as follows:

I. ENGAGEMENT

The City of Mount Clemens engages the Contractor to act as its Building Official, Building Inspector and Mechanical Inspector, to perform the duties customary to the positions and such other duties as the City may from time to time designate, and the Contractor accepts such engagement upon the terms and conditions set forth in this Agreement.

II. TERM

The term under this agreement shall be for One (1) year beginning the 1st day of July, 2016 and expiring on the 30th day of June, 2017.

III. DUTIES

A. The Contractor, as the Building Official, Builder Inspector and Mechanical Inspector for the City of Mount Clemens, agrees and promises to perform and discharge, well and faithfully, the duties assigned to him in accordance with State law and the ordinances of the City of Mount Clemens. Those duties shall include those generally assigned to the chief building official of a governmental municipality and the mechanical inspection official of a governmental municipality.

B. The Contractor shall devote such time, attention and energies to the business of the City

of Mount Clemens as is necessary for the Contractor to satisfactorily perform his duties as the Building Inspector and the Mechanical Inspector.

IV. COMPENSATION

In consideration of the services to be performed by Contractor, City agrees to pay Contractor the annual sum of Fifty-Four Thousand (\$54,000.00) Dollars, the same to be paid in equal bi-weekly installments, commencing July 15, 2016.

V. TERMINATION

A. This Agreement may be terminated by the Contractor at any time; provided, however, that the Contractor give the City of Mount Clemens at least thirty (30) days prior notice of voluntary termination. Any voluntary termination of this agreement by the Contractor as described in this provision shall terminate the rights and obligations of each of the parties hereto.

B. This Agreement may be terminated by the City of Mount Clemens at any time, without cause and without prior notice to the Contractor; provided, however, that the City give the Contractor at least thirty (30) days prior notice of termination, and in such event, City's sole obligation and/or responsibility shall be to pay Contractor any unpaid monthly installments then due.

VI. INDEPENDENT CONTRACTOR STATUS

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 Contractors 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.

E. *Incapacity.* 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.

VII. CONFIDENTIALITY

Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the City, without City's prior written permission except to the extent necessary to perform services on City's behalf.

VIII. NOTICES

Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and if it is sent by registered mail, return receipt requested, to the Contractor at his residence or to the City at its principal place of business, to the attention of the City Manager.

IX. DISPUTE RESOLUTION

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.

X. ASSIGNMENT PROHIBITED

This Agreement is personal to each of the parties and neither party may assign or delegate any of its rights or obligations under this Agreement without first obtaining the other's written consent.

XI. MISCELLANEOUS

A. 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.

B. This Agreement shall be binding upon the parties, their representatives, successors and assigns.

C. This Agreement abrogates and takes the place of all prior employment contracts and/or understandings that may have existed between the parties hereto.

D. 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.

E. 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.

F. 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.

CITY OF MOUNT CLEMENS,
a Michigan Municipal Corporation,
“City”

By: _____
Barb R. Dempsey
Mayor

By: _____
Lisa Borgacz
City Clerk

“Contractor”:

MATTHEW M. BERMAN

AGREEMENT FOR PLUMBING INSPECTOR SERVICES

THIS AGREEMENT made this 6th day of June, 2016, by and between **THE CITY OF MOUNT CLEMENS**, a Michigan Municipal Corporation, hereinafter referred to as "**City**", and **JOSEPH A. ORR**, hereinafter referred to as "**Contractor**".

WHEREAS, the City is seeking the services of a Plumbing Inspector; and

WHEREAS, Contractor is experienced in municipal plumbing inspection, and is desirous of performing said plumbing inspection services.

NOW, THEREFORE, the City and Contractor hereby agree as follows:

I. ENGAGEMENT

The City of Mount Clemens engages the Contractor to act as its Plumbing Inspector, to perform the duties customary to the position and such other duties as the City may from time to time designate, and the Contractor accepts such engagement upon the terms and conditions set forth in this Agreement.

II. TERM

The term under this agreement shall be for One (1) year beginning the 1st day of July, 2016 and expiring on the 30th day of June, 2017.

III. DUTIES

A. The Contractor, as the Plumbing Inspector for the City of Mount Clemens, agrees and promises to perform and discharge, well and faithfully, the duties assigned to him in accordance with State law and the ordinances of the City of Mount Clemens. Those duties shall include those generally assigned to a plumbing inspection official of a governmental municipality.

B. The Contractor shall devote such time, attention and energies to the business of the City of Mount Clemens as is necessary for the Contractor to satisfactorily perform his duties as the Plumbing Inspector.

IV. COMPENSATION

In consideration of the services to be performed by Contractor, City agrees to pay Contractor the annual sum of Thirty-Four Thousand (\$34,000.00) Dollars, the same to be paid in equal bi-weekly installments, commencing July 15, 2016.

V. TERMINATION

A. This Agreement may be terminated by the Contractor at any time; provided, however, that the Contractor give the City of Mount Clemens at least thirty (30) days prior notice of voluntary termination. Any voluntary termination of this agreement by the Contractor as described in this provision shall terminate the rights and obligations of each of the parties hereto.

B. This Agreement may be terminated by the City of Mount Clemens at any time, without cause and without prior notice to the Contractor; provided, however, that the City give the Contractor at least thirty (30) days prior notice of termination, and in such event, City's sole obligation and/or responsibility shall be to pay Contractor any unpaid monthly installments then due.

VI. INDEPENDENT CONTRACTOR STATUS

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 Contractors 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.

E. Incapacity. 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.

VII. CONFIDENTIALITY

Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the City, without City's prior written permission except to the extent necessary to perform services on City's behalf.

VIII. NOTICES

Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and if it is sent by registered mail, return receipt requested, to the Contractor at his residence or to the City at its principal place of business, to the attention of the City Manager.

IX. DISPUTE RESOLUTION

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.

X. ASSIGNMENT PROHIBITED

This Agreement is personal to each of the parties and neither party may assign or delegate any of its rights or obligations under this Agreement without first obtaining the other's written consent.

XI. MISCELLANEOUS

A. 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.

B. This Agreement shall be binding upon the parties, their representatives, successors and assigns.

C. This Agreement abrogates and takes the place of all prior employment contracts and/or understandings that may have existed between the parties hereto.

D. 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.

E. 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.

F. 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.

CITY OF MOUNT CLEMENS,
a Michigan Municipal Corporation,
“City”

By: _____
Barb R. Dempsey
Mayor

By: _____
Lisa Borgacz
City Clerk

“Contractor”:

JOSEPH A. ORR

AGREEMENT FOR RENTAL INSPECTOR SERVICES

THIS AGREEMENT made this 6th day of June, 2016, by and between **THE CITY OF MOUNT CLEMENS**, a Michigan Municipal Corporation, hereinafter referred to as "**City**", and **MICHAEL L. FERRON**, hereinafter referred to as "**Contractor**".

WHEREAS, the City is seeking the services of a Rental Inspector; and

WHEREAS, Contractor is experienced in municipal rental inspection, and is desirous of performing said rental inspection services.

NOW, THEREFORE, the City and Contractor hereby agree as follows:

I. ENGAGEMENT

The City of Mount Clemens engages the Contractor to act as its Rental Inspector, to perform the duties customary to the position and such other duties as the City may from time to time designate, and the Contractor accepts such engagement upon the terms and conditions set forth in this Agreement.

II. TERM

The term under this agreement shall be for One (1) year beginning the 1st day of July, 2016 and expiring on the 30th day of June, 2017.

III. DUTIES

A. The Contractor, as the Rental Inspector for the City of Mount Clemens, agrees and promises to perform and discharge, well and faithfully, the duties assigned to him in accordance with State law and the ordinances of the City of Mount Clemens. Those duties shall include those generally assigned to a rental inspection official of a governmental municipality.

B. The Contractor shall devote such time, attention and energies to the business of the City of Mount Clemens as is necessary for the Contractor to satisfactorily perform his duties as the Rental Inspector.

IV. COMPENSATION

In consideration of the services to be performed by Contractor, City agrees to pay Contractor the annual sum of Forty-Eight Thousand (\$48,000.00) Dollars, the same to be paid in equal bi-weekly installments, commencing July 15, 2016.

V. TERMINATION

A. This Agreement may be terminated by the Contractor at any time; provided, however, that the Contractor give the City of Mount Clemens at least thirty (30) days prior notice of voluntary termination. Any voluntary termination of this agreement by the Contractor as described in this provision shall terminate the rights and obligations of each of the parties hereto.

B. This Agreement may be terminated by the City of Mount Clemens at any time, without cause and without prior notice to the Contractor; provided, however, that the City give the Contractor at least thirty (30) days prior notice of termination, and in such event, City's sole obligation and/or responsibility shall be to pay Contractor any unpaid monthly installments then due.

VI. INDEPENDENT CONTRACTOR STATUS

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 Contractors 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.

E. Incapacity. 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.

VII. CONFIDENTIALITY

Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the City, without City's prior written permission except to the extent necessary to perform services on City's behalf.

VIII. NOTICES

Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and if it is sent by registered mail, return receipt requested, to the Contractor at his residence or to the City at its principal place of business, to the attention of the City Manager.

IX. DISPUTE RESOLUTION

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.

X. ASSIGNMENT PROHIBITED

This Agreement is personal to each of the parties and neither party may assign or delegate any of its rights or obligations under this Agreement without first obtaining the other's written consent.

XI. MISCELLANEOUS

A. 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.

B. This Agreement shall be binding upon the parties, their representatives, successors and assigns.

C. This Agreement abrogates and takes the place of all prior employment contracts and/or understandings that may have existed between the parties hereto.

D. 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.

E. 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.

F. 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.

CITY OF MOUNT CLEMENS,
a Michigan Municipal Corporation,
“City”

By: _____
Barb R. Dempsey
Mayor

By: _____
Lisa Borgacz
City Clerk

“Contractor”:

MICHAEL L. FERRON

AGREEMENT FOR ELECTRICAL INSPECTOR SERVICES

THIS AGREEMENT made this 6th day of June, 2016, by and between **THE CITY OF MOUNT CLEMENS**, a Michigan Municipal Corporation, hereinafter referred to as "**City**", and **FUSION ELECTRIC, INC.**, a Michigan Corporation, 26489 – 34 Mile Road, Richmond, MI 48062 hereinafter referred to as "**Contractor**".

WHEREAS, the City is seeking the services of an Electrical Inspector; and

WHEREAS, Contractor is experienced in municipal electrical inspection, and is desirous of performing said electrical inspection services.

NOW, THEREFORE, the City and Contractor hereby agree as follows:

I. ENGAGEMENT

The City of Mount Clemens engages the Contractor to act as its Electrical Inspector, to perform the duties customary to the position and such other duties as the City may from time to time designate, and the Contractor accepts such engagement upon the terms and conditions set forth in this Agreement.

II. TERM

The term under this agreement shall be for One (1) year, beginning the 1st day of July, 2016 and expiring on the 30th day of June, 2017.

III. DUTIES

A. The Contractor, as the Electrical Inspector for the City of Mount Clemens, agrees and promises to perform and discharge, well and faithfully, the duties assigned to him in accordance with State law and the ordinances of the City of Mount Clemens. Those duties shall include those generally assigned to an electrical inspection official of a governmental municipality.

B. The Contractor shall devote such time, attention and energies to the business of the City of Mount Clemens as is necessary for the Contractor to satisfactorily perform his duties as the Electrical Inspector.

IV. COMPENSATION

In consideration of the services to be performed by Contractor, City agrees to pay Contractor the annual sum of Thirty-Four Thousand and no/100ths (\$34,000.00) Dollars, the same to be paid in equal bi-weekly installments, commencing July 15, 2016.

V. TERMINATION

A. This Agreement may be terminated by the Contractor at any time; provided, however, that the Contractor give the City of Mount Clemens at least thirty (30) days prior notice of voluntary termination. Any voluntary termination of this agreement by the Contractor as described in this provision shall terminate the rights and obligations of each of the parties hereto.

B. This Agreement may be terminated by the City of Mount Clemens at any time, without cause and without prior notice to the Contractor; provided, however, that the City give the Contractor at least thirty (30) days prior notice of termination, and in such event, City's sole obligation and/or responsibility shall be to pay Contractor any unpaid monthly installments then due.

VI. INDEPENDENT CONTRACTOR STATUS

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 Contractors 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.

E. *Incapacity.* 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.

VII. CONFIDENTIALITY

Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the City, without City's prior written permission except to the extent necessary to perform services on City's behalf.

VIII. NOTICES

Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and if it is sent by registered mail, return receipt requested, to the Contractor at his residence or to the City at its principal place of business, to the attention of the City Manager.

IX. DISPUTE RESOLUTION

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.

X. ASSIGNMENT PROHIBITED

This Agreement is personal to each of the parties and neither party may assign or delegate any of its rights or obligations under this Agreement without first obtaining the other's written consent.

XI. MISCELLANEOUS

A. 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.

B. This Agreement shall be binding upon the parties, their representatives,

successors and assigns.

C. This Agreement abrogates and takes the place of all prior employment contracts and/or understandings that may have existed between the parties hereto.

D. 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.

E. 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.

F. 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.

CITY OF MOUNT CLEMENS,
a Michigan Municipal Corporation,
“***City***”

By: _____
Barb R. Dempsey
Mayor

By: _____
Lisa Borgacz
City Clerk

“***Contractor***”:

FUSION ELECTRIC, INC.

By: _____
Robert Bobcean, Jr., President

EXPLANATION OF AGENDA – June 6, 2016

Agenda Item No. 9-D

Draft Master Plan Update – Review and Release for Distribution

The Planning Commission reviewed the draft Master Plan Update at a Special Meeting on May 18, 2016, pursuant to the Michigan Planning Enabling Act (PA 33 of 2008), which requires the Planning Commission to review and submit the proposed update to the City Commission for review and distribution. The statute now requires the City Commission to review and formally release the draft for distribution to Neighboring Jurisdictions, Public Utilities, Transportation Agencies, Regional Planning Agencies and the General Public for a 42-day comment period. After the comment period, the Planning Commission is required to conduct a public hearing, after which time the draft document will be submitted to the City Commission for final approval. The draft Master Plan Update has been supplied under separate cover.

SUBMITTED BY: Brian L. Tingley
Community Development Director

RECOMMENDED MOTION: Move to release the draft Master Plan Update for distribution and comment pursuant to the Michigan Planning Enabling Act.



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

COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

DATE: May 27, 2016
TO: Steven M. Brown, City Manager
FROM: Brian L. Tingley, Community Development Director 
RE: Master Plan Update – Review and Release for Distribution

2016 Master Plan Update

The Master Plan Update began in June of 2015, with the stated goal of adding a Downtown Plan, an Economic Development/Marketing Strategy and a Redevelopment Strategy to the existing Master Plan. To date, the following activities have taken place.

A Steering Committee meeting was held on **7/28/15** to discuss overarching concepts and goals of the Plan update.

A **Downtown Plan focus group** was conducted on **9/22/15**. This was led by consultants from LSL Planning and SmithGroupJJ and included a project introduction, downtown walking tour and a “Preserve, Enhance, Transform” exercise focusing on Land Use and Development, Vehicular Movement and Parking, and Open Space and Connections. Attendees included:

Neil Dempsey, Planning Commissioner
Larry Maloney, Denver Building
Guy Rizzo, GTR Companies
Guy Rizzo, Jr., GTR Companies
Nick Rizzo, GTR Companies
Rheane Suszek, YMCA
Becky Quinn, Simple Adventures
Nando Bartolette, SCB Properties
Amanda Minaudo, Macomb County Planning
Stephen Saph, Jr., Nickel & Saph/DDA
Gerrard Santoro, Macomb County Planning

Richard Shoemaker, Planning Commissioner/ZBA
Phil Gilchrist, Anton Art Center
Susan Blanchard, Anton Sowerby & Associates
Peter Williams, Harbor Commission
Jack Johns, Macomb County Planning
David Gassen, Partners In Architecture
Rob Drewek, Lino Realty
Jim Schultz, MDOT
Amanda Oparka, Clinton River Watershed Council
Suzanne Chartier, eyeWyre

Economic Development/Marketing Strategy focus group interviews were conducted on **11/19/15**. These interviews were led by consultants from LSL Planning and Poggemeyer Design Group, with staff sitting in on the interviews. Those interviewed included:

Denise Mentzer, City Commissioner
Julie Dichtel, Oakland University
Susan Blanchard, Anton Sowerby & Associates

Richard Shoemaker, Planning Commissioner/ZBA
Earl Stilson, 100 N. River Road
Vito Strolis, Ruehle’s Towing

Greg Dilone, NES World Group
Brian Kramer, Owner of Hayloft/The Vault
Dave Bonten, TGM Skateboard/Rental Property Owner
Melissa Roy, Advancing Macomb
Jimmy Gwizdala, Hunch Free

Grace Shore, Macomb Chamber of Commerce
Andrew Hodges, 332 Cass
Michael Connors, Macomb County Planning
Amanda Minaudo, Macomb County Planning
Jack Johns, Macomb County Planning

After the focus groups occurred in the fall, the Master Plan Update was delayed due to the Gratiot Avenue transit study that has been occurring at the same time. It was important to make sure that possible station location and routing options were included in the Downtown Plan that is being prepared as part of the Master Plan Update.

A Steering Committee meeting was then held on **3/15/16** to review the draft Master Plan Update, which has been followed up with revisions by the consulting team based on that meeting.

At a Regional Transit Authority public open house for the Gratiot Avenue transit study on **3/30/16**, the draft Master Plan Update was also made available for those interested in providing comment.

The Planning Commission reviewed the draft Master Plan Update at a Special Meeting on **5/18/16** pursuant to the Michigan Planning Enabling Act (PA 33 of 2008), which requires the Planning Commission to review and submit the proposed update to the City Commission for review and distribution.

Next Steps

Below is a tentative timeline for adoption of the Master Plan Update based on the requirements of the Planning Enabling Act:

- 6/6/16:** City Commission Review and Release for Distribution to Neighboring Jurisdictions, Public Utilities, Transportation Agencies, Regional Planning Agencies and the Public
- 6/6/16 – 7/18/16:** Statutory 42-Day Comment Period
- 8/3/16:** Formal Planning Commission Public Hearing
- 8/15/16:** Adoption of Master Plan Update by City Commission

Please contact me with questions or comments prior to the meeting.

EXPLANATION OF AGENDA – June 6, 2016

Agenda Item No. 9-E

Request City Commission Authorization to Repair Unsafe Sidewalks

Pursuant to Section 30.103 of the City Code, City Administration is requesting authorization to repair the unsafe sidewalks as identified in the attached report. The owners of all listed properties were sent 30-day notices on May 13, 2016, directing them to repair the sidewalk flags that had been marked by the City. This authorization will allow the City to repair the sidewalks if not completed within the 30 days, with the costs of repair charged to the property owner.

This work would involve 46 properties and 195 flags. There are also 12 properties that have signed voluntary authorization forms to allow the City to repair an additional 86 flags.

SUBMITTED BY:

Brian L. Tingley
Community Development Director

Jeffrey D Wood
Public Services Director

RECOMMENDED MOTION:

Move to authorize and order the Director of Public Services to proceed with the repair of those sidewalks listed in the attached report unless such repairs are performed by the property owner by June 13, 2016.

2015-2016 Sidewalk Repair

NUMBER	DIRECTION	STREET	# OF 4" FLAGS	# OF 6" FLAGS
147		Crocker	1	2
151		Crocker	2	
153		Crocker	1	2
155		Crocker	3	1
161		Crocker	2	
163		Crocker	2	1
171		Crocker	4	1
175		Crocker	1	
217		Crocker	1	
219		Crocker	1	3
221		Crocker	3	1
223		Crocker	1	
235		Crocker	6	2
247		Crocker	5	
251		Crocker	3	
257		Crocker	4	
261		Crocker	2	
263		Crocker	4	
265		Crocker	3	
285		Crocker	7	
301		Crocker	10	
303		Crocker	6	1
315		Crocker	4	5
318-322		Crocker	11	3
312		Crocker	3	
300		Crocker	2	2
250		Crocker	3	3
246		Crocker	1	
226		Crocker	3	
218		Crocker	2	
216		Crocker	3	
186		Crocker	2	
174		Crocker	2	
168-170		Crocker	2	
162		Crocker	3	
154		Crocker	3	
142		Crocker	5	
134-136		Crocker	2	
130		Crocker	4	
88		Crocker	3	
62-84		Crocker	7	
11-14-280-011		Crocker	13	
52		Crocker	1	2
11-13-308-064		Crocker	4	
716		Harrington	5	1
143		South	4	1
Subtotal Flags			164	31
Total Estimated Flags			195	

EXPLANATION OF AGENDA – June 6, 2016

Agenda Item No. 9-F

Request Approval to Continue the Publication and Distribution of the City Newsletter through C & G Newspapers

For the past nine years, the City has published a newsletter utilizing C & G Newspapers for the distribution of the newsletter through the *Journal*. We continue to receive very positive feedback from the residents and various readers indicating that they find the articles in the newsletter both informative and useful. For that reason, we would like to continue this publication. The formatting will stay the same.

At this time, we are seeking approval to publish the newsletter at the schedule and rates listed below. The cost per newsletter will remain unchanged.

Publication Schedule and Rates:

July, August, September	\$1,390
October, November, December	\$1,390
January, February, March	\$1,390
April, May, June	<u>\$1,390</u>
	\$5,560

SUBMITTED BY: Steven Brown, City Manager

RECOMMENDED MOTION: Move to approve the printing and distribution of the Clementines newsletter on a quarterly basis at a cost of \$1,390 per publication.

EXPLANATION OF AGENDA – June 6, 2016

Agenda Item No. 9-G

APPROVE PURCHASES AND PAYMENT OF INVOICES

VENDOR (PURCHASES)	DESCRIPTION	FUND/ DEPARTMENT/ APPROPRIATION	ACCOUNT NUMBER	AMOUNT	CURRENT BALANCE
1. Bullard Company 1898 Safety Way Cynthiana, KY 41031	Thermal Imaging Camera for Fire Department	General Fund/ Fire Department/ Fire Equipment	101-33600-979000	\$9,377.08	\$21,127.34
2. Goodyear Tire & Rubber Company 200 Innovation Way Akron, OH 44316	Estimated annual Requirement of Tires needed for Fleet STATE CONTRACT	Motor Pool Fund/ Department of Public Services/ Tires & Tubes	661-44100-750000	As needed	\$5,159.21

VENDOR (INVOICES)	DESCRIPTION	FUND/ DEPARTMENT/ APPROPRIATION	ACCOUNT NUMBER	AMOUNT	CURRENT BALANCE
1.City Services, Inc. 3175 Union Street SE Grand Rapids, MI 49548	Emergency 12" Valve Insertion On Church Street	Water-Utilities Fund/ Transmission/ Contractual Services	591-53704-818000	\$9,445.00	*
2.Metro Air Compressor Co, Inc. 15990 Sturgeon Roseville, MI 48066	Air Dryer for the Pneumatic Valve Controls	Water-Utilities Fund/ Operation of Plant/ Repair-Replacement Parts	591-53708-779000	\$1,544.66	*
3.American Arbitration Association P.O. Box 769 Bloomfield, MI 48303	Arbitration between City of Mount Clemens And UAW, Local 412	General Fund/ Human Resources/ Arbitration	101-27000-816001	\$1,896.00	*

*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.

Terese Lucci

From: Gregg Shipman
Sent: Wednesday, May 18, 2016 9:12 AM
To: Terese Lucci
Subject: Thermal Imaging camera

Hi Teri. We have thoroughly reviewed and tested all of the Thermal Imaging Camera's from the bid proposal. We all agreed that the Bullard Eclipse LDX was by far the superior camera. The size, weight, durable construction and ease of use of the Bullard were the determining factors from the firefighters. The camera is also National Fire Protection Agency (NFPA) compliant it has a 5 year warranty and is the only camera that we can confirm is serviced in the United States. The camera was quoted as follows at \$10,426.07. We would like to eliminate the following options:

Eclipse LDX Scene Catcher DVR	\$799.00
Eclipse Hard Carrying Case	\$249.99
New Total	\$9,377.08

As an added note Clinton Twp fire recently conducted a review of all the same camera's and they chose the Bullard as well. They have had the camera's in use for several months and are completely happy with their performance. Please let me know if you have any questions. Thanks Gregg.

Gregg S. Shipman, Captain
Mount Clemens Fire Department
586-469-6840

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 Please consider the environment before printing this email.

CITY OF MOUNT CLEMENS

Tabulation of sealed bids received and opened on Tuesday, April 5, 2016, for a Thermal Imaging Camera needed by the Fire Department:

Bidder	Manufacturer	Warranty	Camera	Case	Charger	Batteries (2)	Lanyard	Options*	Total (excluding options)
1. Apollo Fire Equipment 12584 Lakeshore Romeo, MI 48065	MSA Evolution 6000 Xtreme NFPA CERTIFIED	5 Year	\$6,973.89	Included	Included	Included	Includes	\$627.00 (Range Finder)	\$6,973.89
2. Argus-Hazco 46400 Continental Chesterfield, MI 48047	Scott ISG X38ON NFPA 8003024	2 Year \$855.00 (3 rd year)	\$10,799.00	\$155.00	Included	Included	Included	Zoom, Tracking, Laser Pointer Included	\$10,954.00
	Scott ISG X380 (NON-NFPA)	Same as Above	\$9,289.00	\$155.00	Included	Included	Included	Image Freeze \$430.00	\$9,444.00
3. Bullard Company 1898 Safety Way Cynthiana, KY 41031	Bullard ECLDX NFPA CERTIFIED	5 Years	\$10,426.07	Included	Included	Included	Included	Included	\$10,426.07 -799.00 (DVR) -249.99 (CASE) \$9,377.08
4. Douglas Safety Systems 2655 N. Meridian Road Sanford, MI 48657	FLIR K55 KIT (NON-NFPA)	2-batteries 5-components 10-sensors	\$5,114.12	Included	Included	Included	Included	n/a	\$5,114.12
	FLIR K65 KIT NFPA CERTIFIED		\$6,191.60	Included	Included	Included	\$46.00	\$48.00 strap \$17.25 tripod Adapter	\$6,237.60
5. Fire Equipment Associated P.O. Box 221 Flushing, MI 48433	FLIR K55 (NON-NFPA)	Same As Above	\$4,815.00	Included	\$425.00	Included	Included	n/a	\$5,240.00
	FLIR K65 NFPA CERTIFIED		\$6,175.00	Included	\$425.00	Included	Included	n/a	\$6,600.00

Bidder	Manufacturer	Warranty	Camera	Case	Charger	Batteries (2)	Lanyard	Options*	Total (excluding options)
6.Kenco Fire Equipment 1810 St. Louis Street Springfield, MO 65802	FLIR K55 (NON NFPA)	Same As Above	\$4,247.00	Included	\$399.90	Included	Included	n/a	\$4,646.90
	FLIR K65 NFPA CERTIFIED		\$5,297.00	Included	\$399.90	Included	Included	n/a	\$5,696.90
7.Madison Electric 31855 Van Dyke Warren, MI 48093	FLIR K55KIT (NON NFPA)	Same As Above	\$5,025.61	Included	\$635.37	Included	Included	Included	\$5,660.98
	FLIR K65KIT NFPA 1801:2013		\$6,397.56	Included	\$635.36	Included	\$52.44	Included	\$7,085.37
8.Pressure Vessel Testing 34740 Gratiot Clinton Township, MI 48035	Drager UCF 9000 #4059464 NFPA CERTIFIED	3 Years	\$10,500.00	Included	Included	\$450.00	Included	n/a	\$10,950.00
	Drager UFC 8000 #4059465 NFPA CERTIFIED		\$9,475.00	Included	Included	\$450.00	Included	n/a	\$9,925.00
	Drager UFC 7000 #4059383 NFPA CERTIFIED		\$8,393.00	Included	Included	\$450.00	Included	n/a	\$8,843.00
	Drager UFC 6000 #4059381 NFPA CERTIFIED		\$7,559.00	Included	Included	\$450.00	Included	n/a	\$8,009.00

Linda A. Kunath
Finance Director/Treasurer

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

NOTICE OF CONTRACT NO. 071B6600043

between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
The Goodyear Tire & Rubber Company 200 Innovation Way Akron, OH 44316	Debbie Frear	debbie_frear@goodyear.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(330) 796-4603	3240

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	MDOT VTS VTS	Dan Smith	(517) 334-7767	Smith4@michigan.gov
		Roy Cischke	(517) 322-5148	cischker@michigan.gov
		David Hofmeister	(517) 322-6338	hofmeisterd@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Yvon Dufour	(517)284-6996	dufoury@michigan.gov

CONTRACT SUMMARY

DESCRIPTION: Tires & Tubes - Statewide			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
One year	April 16, 2016	March 31, 2017	One 2 year option
PAYMENT TERMS	F.O.B.	SHIPPED TO	
Net 30	Destination	In Stock 48 Hours ARO, Out of Stock 14 Days ARO	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
1 unit			
MISCELLANEOUS INFORMATION			
Contract is for tires, tubes, and all related installation costs.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$975,000.00

EXPLANATION OF CONSENT AGENDA – June 6, 2016

Agenda Item No. 10-A

Adopt a Resolution for Severance of the Mount Clemens Housing Commission

At its meeting of May 16, 2016, the Commission approved the execution of a Severance Agreement between the City of Mount Clemens and the Mount Clemens Housing Commission, which agreement provides that the City Commission adopt a formal resolution to recognize and acknowledge the Housing Commission as a separate and independent employer, effective July 1, 2016, for all employees of the Housing Commission.

Pursuant thereto, the attached Resolution is being presented for City Commission approval and adoption.

SUBMITTED BY: Steven M. Brown, City Manager

RECOMMENDED MOTION: Adopt the attached Resolution recognizing the Mount Clemens Housing Commission as a separate and independent employer, effective July 1, 2016.

**CITY OF MOUNT CLEMENS, MICHIGAN
HOUSING COMMISSION RESOLUTION**

WHEREAS, the City of Mount Clemens and the Mount Clemens Housing Commission have entered into a Severance Agreement dated May 16, 2016, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS said Agreement establishes the Mount Clemens Housing Commission as a separate and independent employer, effective July 1, 2016, for all employees of the Housing Commission.

NOW, THEREFORE, BE IT RESOLVED that the City of Mount Clemens hereby formally recognizes and acknowledges the Mount Clemens Housing Commission as a separate and independent employer of Housing Commission employees.

RESOLUTION DECLARED ADOPTED this 6th day of June, 2016.

Barb Dempsey, Mayor

Lisa Borgacz, City Clerk

EXPLANATION OF CONSENT AGENDA – June 6, 2016

Agenda Item No. 10-B

Request to Approve a Resolution Authorizing the Implementation of Recommendations Necessary to Receive Redevelopment Ready Communities Certification from the Michigan Economic Development Corporation (MEDC)

The MEDC Redevelopment Ready Communities® (RRC) program is offered to municipalities across the state. RRC is a voluntary, no cost certification program promoting effective redevelopment strategies through a set of best practices. The program measures and then certifies communities that integrate transparency, predictability and efficiency into their daily development practices. The RRC certification is a formal recognition that a community has a vision for the future and the fundamental practices in place to get there.

Certified RRC encourage business attraction and retention, offer superior customer service and have a streamlined development approval process making pertinent information readily available.

SUBMITTED BY:

Brian L. Tingley
Community Development Director

RECOMMENDED MOTION:

Move to approve the attached resolution authorizing the implementation of recommendations necessary to receive Redevelopment Ready Communities® certification from the Michigan Economic Development Corporation.

CITY OF MOUNT CLEMENS

**A RESOLUTION AUTHORIZING THE IMPLEMENTATION OF RECOMMENDATIONS NECESSARY TO
RECEIVE REDEVELOPMENT READY COMMUNITIES CERTIFICATION FROM THE
MICHIGAN ECONOMIC DEVELOPMENT CORPORATION (MEDC)**

WHEREAS, the City of Mount Clemens has engaged in the MEDC Redevelopment Ready Communities Program, including entering into a Memorandum of Understanding with the MEDC in November of 2015 and undergoing an evaluation of the City's redevelopment practices as reported in the Redevelopment Ready Communities Report of Findings dated May 2016; and

WHEREAS, the MEDC has developed a program for certifying Redevelopment Ready Communities and the City of Mount Clemens desires to achieve that certification by implementing best practices and recommended strategies for redevelopment; and

WHEREAS, the City of Mount Clemens is currently updating its Master Plan and will incorporate certain elements required for Redevelopment Ready Communities certification into that document; and

WHEREAS, the program includes evaluating the strong partnerships with the Mount Clemens Downtown Development Authority, the Mount Clemens Planning Commission and the MEDC; and

WHEREAS, after review of the Redevelopment Ready Communities Report of Findings, the City of Mount Clemens is willing to complete the tasks as outlined, which will involve interaction with the aforementioned commissions and boards; and

WHEREAS, certain recommendations have and will be made by the MEDC that are required in order for the City to attain Redevelopment Ready Communities Certification.

NOW, THEREFORE, BE IT RESOLVED that the City of Mount Clemens, through its City Commission, authorizes the implementation of recommendations made by the MEDC and that are necessary to receive Redevelopment Ready Communities Certification from the MEDC.

This resolution shall become effective June 6, 2016.

CITY OF MOUNT CLEMENS,
a Michigan Municipal Corporation

Barb Dempsey, Mayor

Lisa Borgacz, City Clerk

EXPLANATION OF CONSENT AGENDA – June 6, 2016

Agenda Item No. 10-C

Approval of the Dates for Regular City Commission Meetings for the 2016/2017 Fiscal Year

The following schedule indicates dates of the Regular City Commission Meetings held on the first and third Monday of each month for the 2016/2017 fiscal year:

- * ***Tuesday, July 5, 2016***
Monday, July 18, 2016
Monday, August 1, 2016
Monday, August 15, 2016
- * ***Tuesday, September 6, 2016***
Monday, September 19, 2016
Monday, October 3, 2016
Monday, October 17, 2016
Monday, November 7, 2016
Monday, November 21, 2016
Monday, December 5, 2016
Monday, December 19, 2016
- * ***Tuesday, January 3, 2017***
- * ***Tuesday, January 17, 2017***
Monday, February 6, 2017
- * ***Tuesday, February 21, 2017***
Monday, March 6, 2017
Monday, March 20, 2017
Monday, April 3, 2017
Monday, April 17, 2017
Monday, May 1, 2017
Monday, May 15, 2017
Monday, June 5, 2017
Monday, June 19, 2017

***These dates have been changed due to conflicts with holidays.**

SUBMITTED BY: Steven M. Brown, City Manager

RECOMMENDED MOTION: Approve the schedule of Regular City Commission Meeting dates for the 2016/2017 fiscal year as presented.