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# A G E N D A

## CITY COMMISSION MEETING

Monday, August 4, 2014

7:00 PM

1. Call to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Announcements, Acknowledgments and Communications and Reports.  
  
Presentation of Certificate of Appreciation to Fred & Patty Fox by Mayor Barb Dempsey.
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 - Approve Purchases and Payment of Invoices.
10. Consent Agenda.
11. City Manager's Report.
12. Commissioners' Comments.
13. Adjournment.

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

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

## **EXPLANATION OF AGENDA – August 4, 2014**

### **Administrative Response to Issues or Questions Raised During Previous Meetings**

1. 217 North Walnut Street

This property is in the tax foreclosure process. The parcel has been foreclosed upon by the County Treasurer. The County Treasurer is responsible for inspecting forfeited property, providing due process notifications and subsequent disposition of the tax foreclosed property. A “Bulk Bidder” auction will be held on August 5<sup>th</sup> and individual parcels will be auctioned (if necessary) on August 6<sup>th</sup>. The City will work with the new owner to bring the property into compliance with the property maintenance code as soon as possible.

2. 127 Court Street

A Limited Liability Company (LLC) with a Warren mailing address purchased this property from the County Treasurer at the August, 2013 tax foreclosure auction. City contractors cut the grass in May, June and July. Code enforcement issued a violation on June 3<sup>rd</sup>. The arraignment and pretrial hearing are scheduled for July 31<sup>st</sup>. Community Development Director Brian Tingley may be able to provide an update at the meeting.

3. 249 Cass Avenue

The investigation process on this fire is ongoing so the disposition and timeframe are not known at this time.

4. Michigan Fireworks Safety Act (Act 256 of 2011)

City Code Section 20.643 prohibits the use of consumer fireworks in the City except during the hours of 8:00 am to 12:00 am, on the day preceding, the day of, or the day after a national holiday, consistent with Act 256, except for New Year's Day, where consumer fireworks may be used until 1:00 am.

The ticket information requested is not yet available; it is possible that a verbal update will be provided at the meeting.

5. Local Financial Stability and Choice Act

Relevant language from the City Charter states as follows:

*10.222 Sec. 159: All municipally owned or operated utilities shall be administered as a regular department of the City government under the management and supervision of the City Administrator.*

*10.225 Sec. 162: Unless approved by the affirmative vote of three-fifths of the electors voting thereon at a regular or special election, the City shall not sell, exchange, lease or in any way dispose of any property, easements, equipment, privilege or asset belonging to and appertaining to any municipally-owned public utility which is needed to continue operating such utility. All contracts, negotiations, licenses, grants, leases or other forms of transfer in violation of this section shall be void and of no effect as against the City. The restrictions of this section shall not apply to the sale or exchange of any articles of machinery or equipment of any City owned public utility which are worn out or useless or which have been, or could with advantage to the service be, replaced by new and improved machinery or equipment, to the leasing of property not necessary for the operation of the utility, or to the exchange of property or easements for other needed property or easements.*

We have not received any feedback from outside agencies regarding the ability of an Emergency Manager to sell the City's water and wastewater treatment facilities.

As an update on internal actions, the City posted a Request for Qualifications (RFQ) to operate, maintain and manage the City's water and wastewater treatment facilities on June 30<sup>th</sup>. A mandatory walk-through was held on July 10<sup>th</sup> and Statements of Qualifications were due and received on July 29<sup>th</sup>. The next steps could include City staff review of the Statements of Qualifications, respondent interviews, contract negotiations and Commission consideration of a contract.

6. Rental Ordinance

The Planning Commission is considering Zoning Ordinance amendments to restrict residential rental properties. They are reviewing ordinances from other Michigan cities and elsewhere. Public hearings of the Planning Commission and the City Commission could be the next steps.

## CITY COMMISSION MEETING

County of Macomb  
State of Michigan

July 21, 2014  
Commission Chambers

A regular meeting of the Mount Clemens City Commission was held on Monday, July 21, 2014, 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 the meeting were Mayor Barb Dempsey and Commissioners Gary Blash, Roger Bunton, Ron Campbell, Lois Hill, Denise Mentzer and Joe Rheker. Also in attendance were Robert Bruner, Jr., Interim City Manager; Michael Murray, City Attorney; and Lynne Kennedy, City Clerk.

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

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

### **THE ADOPTION OF THE AGENDA WAS CONSIDERED, ITEM 5.**

Commissioner Rheker made a motion, supported by Commissioner Blash, to adopt the agenda as amended.

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

The motion passed unanimously.

### **PUBLIC PARTICIPATION WAS CONDUCTED, ITEM 6.**

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

### **APPROVAL OF MINUTES WAS CONSIDERED, ITEM 8.**

Commissioner Hill made a motion, supported by Commissioner Bunton, to approve the minutes of the regular City Commission meeting of July 7, 2014, as presented. The motion passed unanimously.

### **APPROVAL OF THE 2014 INSIDE/OUT INSTALLATION AGREEMENTS BETWEEN THE CITY OF MOUNT CLEMENS AND THE DETROIT INSTITUTE OF ARTS FOR EXHIBITION OF ART REPRODUCTIONS WAS CONSIDERED, ITEM 9-A.**

Commissioner Rheker made a motion, supported by Commissioner Mentzer, to approve the 2014 Inside/Out Installation Agreements between the City of Mount Clemens and the Detroit Institute of Arts for exhibition of art reproductions. The motion passed unanimously.

### **APPROVAL OF THE REALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEARS (FY) 2013–2015 WAS CONSIDERED, ITEM 9-B.**

Commissioner Bunton made a motion, supported by Commissioner Blash, to approve the reallocation of \$44,475 of FY 2013-2015 Community Development Block Grant funds from the Clemens Park Expansion Project to Road Projects. The motion passed unanimously.

July 21, 2014

**APPROVAL OF THE AMENDED COOPERATIVE AGREEMENT WITH MACOMB COUNTY FOR THE URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM WAS CONSIDERED, ITEM 9-C.**

Commissioner Rheker made a motion, supported by Commissioner Hill, to approve the amended Cooperative Agreement with Macomb County for the Urban County CDBG Program. The motion passed unanimously.

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

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

**SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING THE DOWNTOWN DEVELOPMENT AUTHORITY (DDA) DISTRICT BOUNDARIES WAS CONSIDERED, ITEM 9-E.**

Commissioner Mentzer made a motion, supported by Commissioner Hill, to approve the second reading and adoption of an Ordinance amending the Downtown Development Authority district boundaries and approve the Ordinance Summary for publication.

The vote on the motion was:

Ayes: Bunton, Dempsey, Hill, Mentzer  
Nays: Blash, Campbell, Rheker

The motion passed.

**THE CONSENT AGENDA WAS CONSIDERED, ITEM 10.**

Commissioner Blash made a motion, supported by Commissioner Hill, to approve the consent agenda as amended.

In Item 10-B, the request to hold the annual Tara Grant Walk & Run on Saturday, September 13, 2014, and authorize the necessary street closures was approved.

In Item 10-C, the request to hold the 23<sup>rd</sup> Annual ArtParty as requested and allow the closure of Macomb Place between Southbound Gratiot Avenue and Pine Street from 6:00 p.m. on Wednesday September 17, 2014 through 6:00 a.m. on Friday, September 19, 2014, was approved.

In Item 10-D, the request to hold the Compassion Pregnancy Center Footprints for Life Walk on Saturday, October 4, 2014, was approved.

The motion passed unanimously.

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

**COMMISSIONERS' COMMENTS WERE RECEIVED, ITEM 12.**

July 21, 2014

**CLOSED SESSION WAS CONDUCTED, ITEM 13.**

Commissioner Bunton made a motion, supported by Commissioner Hill, to enter into Closed Session to consider Attorney-Client Privilege Material Exempt from Discussion or Disclosure by State or Federal Statute Pursuant to Section 8(h) of the Open Meetings Act (Act 267 of 1976) at 8:15 p.m. The motion passed unanimously.

Commissioner Mentzer made a motion, supported by Commissioner Hill, to adjourn from Closed Session and return to Regular Meeting at 8:45 p.m. The motion passed unanimously.

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

The meeting adjourned at 8:47 p.m.

Respectfully submitted,

---

Barb Dempsey, Mayor

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Lynne Kennedy, City Clerk

July 21, 2014

**EXPLANATION OF AGENDA – August 4, 2014**

**Agenda Item No. 9-A**

**APPROVE PURCHASES AND PAYMENT OF INVOICES**

VENDORS (PURCHASES)	DESCRIPTION	FUND/ DEPARTMENT/ APPROPRIATION	ACCOUNT NUMBER	AMOUNT	CURRENT BALANCE
1.Kennedy Industries, Inc. 52900 Grand River New Hudson, MI 48165	Flygt Submersible Sewage Pump	Sewer-Utilities Fund/ Operation of Plant/ Machinery and Equipment	590-53708-982000	\$22,650.00	\$46,612.49
2.Trojan Technologies 3020 Gore Road London, Ontario Canada N5V4T7	Ultra Violet Disinfection Lamps Needed for the Wastewater Treatment Plant Process	Sewer-Utilities Fund/ Operation of Plant/ Machinery and Equipment	590-53708-982000	\$13,082.49	\$46,612.49
3.Florence Cement Company 12585 – 23 Mile Road Shelby Township, MI 48315	2014 C.D.B.G. Asphalt Street Resurfacing	General Fund/ Community Development Block Grant/ Contractual Services	101-72136-818000	\$217,825.00	\$266,683.00
		Local Street Fund/ Surface Maintenance/ Contractual Services	203-44648-818000	\$36,187.50	\$70,000.00
4.Fishbeck, Thompson, Carr & Huber, Inc. 5913 Executive Drive Suite 100 Lansing, MI 48911	Wastewater Treatment Plant Regulatory Support For Fiscal Year 2014-2015	Sewer – Utilities Fund/ Operation of Plant/ Consultant Fees	590-53708-817000	\$9,500.00	\$40,000.00

VENDOR (INVOICES)	DESCRIPTION	FUND/ DEPARTMENT/ APPROPRIATION	ACCOUNT NUMBER	AMOUNT	CURRENT BALANCE
1.Argus-Hazco 46400 Continental Drive Chesterfield, MI 48047	Following an OSHA required Inspection of our Miller Confined Space Tri-Pod (which passed with repairs) and Winch (which failed) the manufacturer offered a trade-in for a new winch.	Sewer-Utilities Fund/ Operation of Plant/ Safety Supplies	590-53708-793000	\$2,059.04	\$2,550.00
2.SEMCOG Southeast Michigan Council of Governments 1001 Woodward Avenue Detroit, MI 48226	Annual Membership In SEMCOG	General Fund/ Community Promotions/ Memberships and Dues	101-17220-803000	\$2,227.00	\$3,268.00

VENDOR (INVOICES)	DESCRIPTION	FUND/ DEPARTMENT/ APPROPRIATION	ACCOUNT NUMBER	AMOUNT	CURRENT BALANCE
3.Tyler Business Forms P.O. Box 681 Tarrytown, NY 10591	Estimated annual Requirement of Blank Check Stock, Utility Billing Blank Stock, Direct Deposit Blank Stock and Assessment Change Notice Blank Stock.	General Fund/ Purchasing Department/ Printing and Binding	101-23300-904000	\$8,292.90*	\$7,500.00

\*Budget amendment to be made at a later date.

**SUBMITTED BY:** Marilyn Dluge, Finance Director/Treasurer

**RECOMMENDED MOTION:** Approve purchases and payment of invoices.

**CITY OF MOUNT CLEMENS**

Tabulation of sealed bids received and opened on Tuesday, July 15, 2014, for a Flygt Submersible Sewage Pump:

BIDDER	TOTAL COST
1. Apex Pinnacle 16 Canal Street Port Crane, NY 13833	\$20,261.50*
2. Kennedy Industries, Inc. 52900 Grand River New Hudson, MI 48165	\$22,650.00

\*Does not include 10" x 12" ductile iron reducer with gasket and stainless steel nuts and bolts.

Marilyn Dluge  
Finance Director/Treasurer

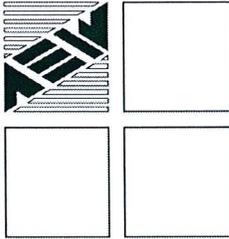
**CITY OF MOUNT CLEMENS**

Tabulation of sealed bids received and opened on Tuesday, July 15, 2014, for Replacement Ultra-Violet Disinfection Lamps needed by the Wastewater Treatment Plant:

Item #	Description	North American UV, Inc. 703 Pier Avenue Suite B136 Hermosa Beach, CA 90254	Trojan Technologies 3020 Gore Road London, Ontario Canada N5V4T7
1.	794447-ORD LAMP, GA64T6HE ANGLE BASE	64 @ \$150.00 = \$9,600.00	64 @ \$150.00 = \$9,600.00
2.	316144P, O-RING, SLEEVE SEAL UV3+	7 @ \$1.50 = \$10.50	7 @ \$5.00 + \$35.00
3.	327122, SEAL KIT, UV3+ PLAST CANISTER	No Bid	128 @ \$24.65 = \$3,155.20
4.	SHIPPING AND HANDLING	Included	\$292.29
	GRAND TOTAL	\$9,610.50*	\$13,082.49

\*Incomplete.

Marilyn Dluge  
Finance Director/Treasurer



# ANDERSON, ECKSTEIN AND WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315  
Civil Engineers • Surveyors • Architects 586-726-1234

July 29, 2014

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

Reference: 2014 CDBG Asphalt Street Resurfacing  
Mount Clemens Bid No. 071404  
AEW Project No. 0220-0057

Dear Mr. Wood:

We are forwarding herewith the tabulation of bids received on July 28, 2014 for the above referenced project. Five bids were received and the low bidder is Barrett Paving Materials, Inc., 5800 Cherry Hill, Ypsilanti, MI 48198, with a total bid amount of \$313,943.25.

The available funding for this project is 254,012.50 and must be spent before December 31, 2014. Since the total amount bid exceeds the funds budgeted for this project, we have removed a portion of Scott Street from North Avenue to Welts. Per our discussions with Mike Verklan of Barrett Paving Material, Inc., they cannot hold their unit prices with this reduction in quantities. See attached email.

We therefore have contacted the second low bidder, Florence Cement Company, 12585 23 Mile Road, Shelby Township, MI 48315, with a bid amount of \$323,560.00. Based on the same removal of quantities (by removing Scott from North Avenue to Welts) and the available funding, Florence Cement Company can hold their unit prices with this reduction in quantities. See attached email.

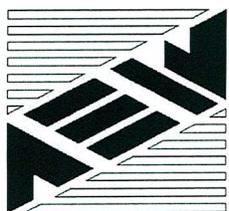
Florence Cement Company has worked on several asphalt paving projects for other municipalities that we represent and we feel that they are a competent contractor who can perform this project in a professional and timely manner.

Therefore, based upon our experience working with Florence Cement Company, the available funding and the necessity of completing this project, we recommend that the contract for the 2014 CDBG Asphalt Street Resurfacing be awarded to Florence Cement Company, 12585 23 Mile Road, Shelby Township, MI 48315, with a total bid amount of \$254,012.50.

Sincerely,

Kyle M. Seidel, PE

Enclosure: Bid Tabulation, Location Map, Email From Barrett, Email from Florence  
cc: Terese Lucci, City of Mount Clemens Purchasing Assistant  
o:\0220\0220-0057\letters\recommendation florence.docx



## TABULATION OF BIDS

City of Mount Clemens

2014 CDBG

Asphalt Street Resurfacing

AEW PROJECT NO. 0220-0057

DATE: 7/28/2014

TIME: 9:00 AM

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

### VENDOR RANKING

<i>RANK</i>	<i>VENDOR NAME</i>		<i>TOTAL BID</i>
1	Barrett Paving Materials, Inc.	\$	313,943.25
2	Florence Cement Company	\$	323,560.00
3	Pavex Corporation	\$	338,783.60
4	James P Contracting, Inc.	\$	374,006.50
5	Ajax Paving Industries, Inc.	\$	393,604.15



**TABULATION OF BIDS**

City of Mount Clemens  
 2014 CDBG  
 Asphalt Street Resurfacing  
 AEW PROJECT NO. 0220-0057

Barrett Paving Materials, Inc.  
 5800 Cherry Hill Road  
 Ypsilanti, MI 48198

Florence Cement Company  
 12585 23 Mile Road  
 Shelby Twp., MI 48315

Pavex Corporation  
 9786 Hawthorne Glen Drive  
 Grosse Ile, MI 48138

Item No.	Description	Estimated Quantity	Units	Barrett Paving Materials, Inc.		Florence Cement Company		Pavex Corporation	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1.	Mobilization, Max. 3%	1.00	LS	9,200.00	9,200.00	9,500.00	9,500.00	9,787.00	9,787.00
2.	Curb and Gutter, Rem	350.00	Ft	18.00	6,300.00	15.00	5,250.00	16.80	5,880.00
3.	Dr Structure Cover, Adj, Case 1	32.00	Ea	485.00	15,520.00	600.00	19,200.00	1,000.00	32,000.00
4.	Dr Structure, Adj, Add Depth	12.00	Ft	175.00	2,100.00	300.00	3,600.00	300.00	3,600.00
5.	Pavt, Cleaning	1.00	LS	4,900.00	4,900.00	3,000.00	3,000.00	4,500.00	4,500.00
6.	Joint and Crack, Cleanout	17,925.00	Ft	2.25	40,331.25	0.60	10,755.00	0.50	8,962.50
7.	Pavt Joint and Crack Repr, Det 7	910.00	Ft	6.00	5,460.00	7.50	6,825.00	6.80	6,188.00
8.	Hand Patching	48.00	Ton	125.00	6,000.00	80.00	3,840.00	299.70	14,385.60
9.	HMA, 13A	1,970.00	Ton	68.00	133,960.00	79.00	155,630.00	73.93	145,642.10
10.	_ Cold Milling HMA Surface, Modified	10,480.00	Syd	3.00	31,440.00	3.60	37,728.00	4.80	50,304.00
11.	_ Geosynthetic Paving Fabric	10,480.00	Syd	3.40	35,632.00	3.40	35,632.00	3.33	34,898.40
12.	Curb and Gutter, Conc, Det F1	350.00	Ft	38.00	13,300.00	50.00	17,500.00	35.00	12,250.00
13.	_ Traffic Maintenance and Control	1.00	LS	9,800.00	9,800.00	15,100.00	15,100.00	10,386.00	10,386.00
<b>TOTAL AMOUNT BID</b>				<b>\$</b>	<b>313,943.25</b>	<b>\$</b>	<b>323,560.00</b>	<b>\$</b>	<b>338,783.60</b>



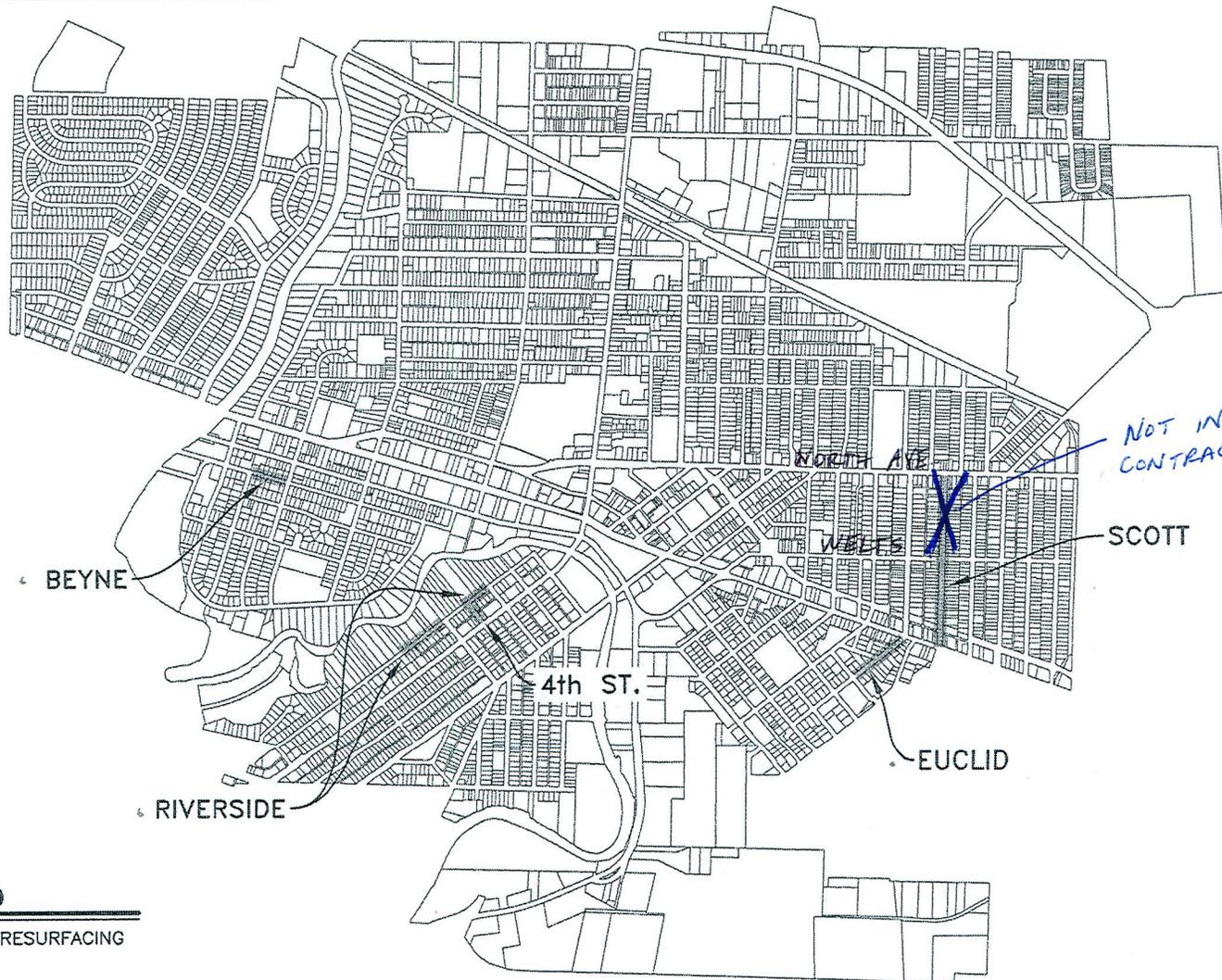
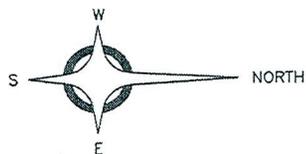
**TABULATION OF BIDS**

City of Mount Clemens  
 2014 CDBG  
 Asphalt Street Resurfacing  
 AEW PROJECT NO. 0220-0057

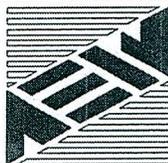
James P Contracting, Inc.  
 67222 Van Dyke Avenue  
 Washington, MI 48095

Ajax Paving Industries, Inc.  
 830 Kirts Boulevard, Suite 100  
 Troy, MI 48084

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount
1.	Mobilization, Max. 3%	1.00	LS	10,000.00	10,000.00	10,000.00	10,000.00
2.	Curb and Gutter, Rem	350.00	Ft	11.35	3,972.50	50.00	17,500.00
3.	Dr Structure Cover, Adj, Case 1	32.00	Ea	960.00	30,720.00	1,100.00	35,200.00
4.	Dr Structure, Adj, Add Depth	12.00	Ft	345.00	4,140.00	300.00	3,600.00
5.	Pavt, Cleaning	1.00	LS	9,100.00	9,100.00	2,900.00	2,900.00
6.	Joint and Crack, Cleanout	17,925.00	Ft	0.60	10,755.00	2.75	49,293.75
7.	Pavt Joint and Crack Repr, Det 7	910.00	Ft	7.90	7,189.00	9.00	8,190.00
8.	Hand Patching	48.00	Ton	206.00	9,888.00	60.00	2,880.00
9.	HMA, 13A	1,970.00	Ton	74.15	146,075.50	75.00	147,750.00
10.	_ Cold Milling HMA Surface, Modified	10,480.00	Syd	5.55	58,164.00	2.90	30,392.00
11.	_ Geosynthetic Paving Fabric	10,480.00	Syd	3.50	36,680.00	3.33	34,898.40
12.	Curb and Gutter, Conc, Det F1	350.00	Ft	72.35	25,322.50	60.00	21,000.00
13.	_ Traffic Maintenance and Control	1.00	LS	22,000.00	22,000.00	30,000.00	30,000.00
<b>TOTAL AMOUNT BID</b>				<b>\$</b>	<b>374,006.50</b>	<b>\$</b>	<b>393,604.15</b>



**LEGEND**  
 PROPOSED RESURFACING LOCATION



**ANDERSON, ECKSTEIN AND WESTRICK, INC.**  
 Civil Engineers • Surveyors • Architects  
 51301 Schoenherr Road, Shelby Township, Michigan 48315  
 Phone 586•726•1234 Fax 586•726•8780

PROJECT **CITY OF MOUNT CLEMENS**  
**2014 CDBG ASPHALT STREET RESURFACING**  
**LOCATION MAP**

DATE JULY 2014	PROJECT NO. 0220-0057
DRAWN BY NAH	SHEET No. 1
CHECKED BY MAV	

## Kyle Seidel

---

**From:** Kyle Seidel  
**Sent:** Tuesday, July 29, 2014 2:48 PM  
**To:** 'VERKLAN, Mike (MIDMI)'  
**Subject:** RE: 2014 Mt Clemens Resurfacing

**Categories:** Filed by Newforma

Mike-

Thank you for the bid on this project. Per our earlier phone conversation you are not able to hold your bid prices for the proposed reduction in quantities to match the funds budgeted for this project. Therefore, we will be recommending the 2<sup>nd</sup> low bidder for this project.

**Kyle M. Seidel, PE**  
*Senior Project Engineer*

**Anderson, Eckstein, and Westrick, Inc.**  
51301 Schoenherr Road, Shelby Twp., MI 48315  
Cell: 586-914-4354 Office: 586-726-1234  
[kseidel@aewinc.com](mailto:kseidel@aewinc.com)

**Engineering Strong Communities**  
[www.aewinc.com](http://www.aewinc.com)

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**From:** VERKLAN, Mike (MIDMI) [<mailto:MVerklan@barrett paving.com>]  
**Sent:** Tuesday, July 29, 2014 10:22 AM  
**To:** Kyle Seidel  
**Subject:** RE: 2014 Mt Clemens Resurfacing

Kyle unfortunately this is such a significant reduction that we would not be able to recover our costs with the balance of the work to be performed. We therefore cannot hold our units with this significant of a reduction. Please let me know your thoughts moving forward.

**Mike Verklan**

**Barrett Paving Materials Inc**  
5800 Cherry Hill  
Ypsilanti, MI 48198  
(734) 483-4775 – Office  
(734) 231-5924 - Mobile

---

**From:** Kyle Seidel [<mailto:kseidel@aewinc.com>]  
**Sent:** Tuesday, July 29, 2014 9:43 AM  
**To:** VERKLAN, Mike (MIDMI)  
**Cc:** Jeff Wood ([jwood@cityofmountclemens.com](mailto:jwood@cityofmountclemens.com))  
**Subject:** RE: 2014 Mt Clemens Resurfacing

Mike-

## Kyle Seidel

---

**From:** Bill Baker <billbaker@florencecement.com>  
**Sent:** Tuesday, July 29, 2014 2:41 PM  
**To:** Kyle Seidel  
**Subject:** RE: 2014 Mt Clemens Resurfacing

Hi Kyle,

Florence Cement will agree to perform the 2014 Mt. Clemens Resurfacing project with the revised quantities for the same unit prices as originally bid. We look forward to working with you on this project. Please contact me if you need further information.

Thank You,

Bill Baker  
Florence Cement Company  
12585 23 Mile Road  
Shelby Township, MI 48315  
Phone: 586-997-2666  
Fax: 586-997-3966  
Cell: 586-651-0371  
[billbaker@florencecement.com](mailto:billbaker@florencecement.com)

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**From:** Kyle Seidel [<mailto:kseidel@awinc.com>]  
**Sent:** Tuesday, July 29, 2014 2:35 PM  
**To:** Bill Baker  
**Subject:** 2014 Mt Clemens Resurfacing

Bill-

There is an opportunity for your bid to qualify for the above project. Due to the funds available for this project we need to reduce the scope. We have therefore removed part of Scott Street (North Avenue to Welts) from this project. Please see the attached break down of the project bid costs by road.

This reduces your total bid by \$69,547.50 to \$254,012.50. Please let us know if you can hold your unit prices with this reduced scope. I will need to know as soon as you can so I can complete my recommendation of award in the next ½ hour. Feel free to contact me with any questions. Thanks.

**Kyle M. Seidel, PE**  
*Senior Project Engineer*

**Anderson, Eckstein, and Westrick, Inc.**  
51301 Schoenherr Road, Shelby Twp., MI 48315  
Cell: 586-914-4354 Office: 586-726-1234  
[kseidel@awinc.com](mailto:kseidel@awinc.com)  
**Engineering Strong Communities**  
[www.awinc.com](http://www.awinc.com)



July 25, 2014

Mr. Jason Pich  
Laboratory/IPP Coordinator  
City of Mount Clemens  
1750 Clara Street  
Mount Clemens, MI 48043

Re: Proposal for Professional Services  
Wastewater Treatment Plant (WWTP)  
Regulatory Support for Fiscal Year (FY) 2014–2015

Dear Mr. Pich:

This letter is to notify you that Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) has terminated Project No. G03411L – Regulatory Assistance for FY 2013–2014.

This was a retainer-type agreement to provide regulatory support services on an as-requested basis. Key activities included completing an update to the Industrial Pretreatment Program (IPP) procedures manual, preparing new nondomestic user discharge permits, assisting with required activities of the City's National Pollutant Discharge Elimination System (NPDES) permit and interface with the Michigan Department of Environmental Quality (MDEQ), as well as miscellaneous technical consultation. The total invoiced amount as of June 30, 2014, was \$9,168, versus the budgeted amount of \$9,500.

## Scope of Services

FTCH hereby offers a similar project for FY 2014–2015. Our proposed scope of services includes the following:

- The project will have flexible tasks and schedules, subject to specific requests from you and/or other City staff. Although inherent uncertainties prevent predicting what level of effort will actually be required, anticipated activities include as-needed compliance assistance with the NPDES permit and IPP.
- Invoices will be based on actual time and expenses, using rates in effect at the time of the invoice.
- The project will be scheduled to terminate on June 30, 2015. An option for renewal will be provided at that time.

## Fees and Authorization

The FTCH budget for this project is proposed to be Nine Thousand Five Hundred Dollars (\$9,500). This budget is based on the anticipated activities and support provided during previous years. If the requested services are such that this budget would be exceeded, we will work with you to amend the scope and/or fee accordingly; conversely, if the requested services are such that this budget is not exceeded, the excess funds will not be spent.

Attached is our Professional Services Agreement and an associated amendment. If you concur with our scope of services, please sign in the spaces provided and return the executed contract and amendment to the attention of Patricia M. Barnard ([pmbarnard@ftch.com](mailto:pmbarnard@ftch.com)). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

Mr. Jason Pich  
Page 2  
July 25, 2014



FTCH appreciates the opportunity to continue to assist the City with these important matters. If you have any questions or require additional information, please contact me at 517.887.4080 or [jothaler@ftch.com](mailto:jothaler@ftch.com).

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.

A handwritten signature in black ink, which appears to read "J. Thaler". The signature is fluid and cursive, with a large loop at the beginning.

Jerald O. Thaler, PE

dmg  
Attachments  
By email



## Terms and Conditions for Professional Services

1. **METHOD OF AUTHORIZATION.** CLIENT may authorize FTCH to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of CLIENT's authorization to FTCH. Any CLIENT document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** CLIENT shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on CLIENT's behalf on all matters concerning the Project. If FTCH's services under this Agreement do not include full-time construction observation or review of Contractor's performance, CLIENT shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against FTCH that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, CLIENT shall compensate FTCH at hourly billing rates in effect when services are provided by FTCH employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for CLIENT's Project. Reimbursement shall be at FTCH's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by FTCH will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, FTCH cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by FTCH will be the care and skill ordinarily used by members of FTCH's profession practicing under similar circumstances at the same time and in the same locality. FTCH makes no warranties, express or implied, under this Agreement or otherwise, in connection with FTCH's services.
7. **TERMINATION.** Either CLIENT or FTCH may terminate this Agreement by giving ten days' written notice to the other party. In such event, CLIENT shall pay FTCH in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of FTCH) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, FTCH will return to CLIENT all documents and information which are the property of CLIENT.
8. **SUBCONTRACTORS.** FTCH may engage subcontractors on behalf of CLIENT to perform any portion of the services to be provided by FTCH hereunder.
9. **PAYMENT TO FTCH.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by CLIENT.

CLIENT agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on FTCH by any governmental entity.

If CLIENT directs FTCH to invoice another, FTCH will do so, but CLIENT agrees to be ultimately responsible for FTCH's compensation until CLIENT provides FTCH with that third party's written acceptance of all terms of this Agreement and until FTCH agrees to the substitution.

In addition to any other remedies FTCH may have, FTCH shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.
10. **HAZARDOUS WASTE.** FTCH has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. FTCH shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of FTCH.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, FTCH's total liability to CLIENT for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$50,000 or the amount of the fee earned under this Agreement.

## Terms and Conditions for Professional Services (continued)

To the fullest extent permitted by law, FTCH's total liability to CLIENT for any cause or combination of causes, which arise out of claims for which FTCH is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to FTCH by FTCH's insurers in settlement or satisfaction of CLIENT's claims under the terms and conditions of FTCH's insurance policies applicable thereto.

Higher limits of liability may be considered upon CLIENT's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** CLIENT recognizes and holds FTCH harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** CLIENT shall cause FTCH and FTCH's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by CLIENT which are applicable to the Project. CLIENT shall also provide workers' compensation insurance for CLIENT's employees. CLIENT agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against FTCH.

Upon request, CLIENT and FTCH shall each deliver to the other certificates of insurance evidencing their coverages.

CLIENT shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause FTCH and FTCH's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against FTCH.

14. **INDEMNIFICATION.** FTCH will defend, indemnify, and hold CLIENT harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by FTCH's negligence or willful misconduct. CLIENT agrees to defend, indemnify, and hold FTCH harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by FTCH's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of FTCH. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** CLIENT and FTCH waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either CLIENT or FTCH makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If FTCH brings a lawsuit against CLIENT to collect invoiced fees and expenses, CLIENT agrees to pay FTCH's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** FTCH shall remain the owner of all drawings, reports, and other material provided to CLIENT, whether in hard copy or electronic media form. CLIENT shall be authorized to use the copies provided by FTCH only in connection with the Project. Any other use or reuse by CLIENT or others for any purpose whatsoever shall be at CLIENT's risk and full legal responsibility, without liability to FTCH. CLIENT shall defend, indemnify, and hold harmless FTCH from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to CLIENT in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in FTCH's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on FTCH's computer network shall govern. FTCH cannot guarantee the longevity of any material transmitted electronically nor can FTCH guarantee the ability of the CLIENT to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** CLIENT and FTCH each are hereby bound and the partners, successors, executors, administrators, and legal representatives of CLIENT and FTCH are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither CLIENT nor FTCH shall assign this Agreement without the written consent of the other.

Neither CLIENT nor FTCH will have any liability for nonperformance caused in whole or in part by causes beyond FTCH's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of FTCH.

This Agreement constitutes the entire agreement between CLIENT and FTCH and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

## End of Terms and Conditions for Professional Services



# Exhibit A



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/24/2014

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

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

<b>PRODUCER</b> Professional Underwriters, Inc 39475 13 Mile Road, Suite 106 Novi MI 48377	<b>CONTACT NAME:</b> Stephanie C. Mulligan	
	<b>PHONE (A/C, No., Ext):</b> 248-553-8300	<b>FAX (A/C, No.):</b> 248-553-8305
<b>E-MAIL ADDRESS:</b> smulligan@profunderwriters.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Travelers Indemnity Company		25658
<b>INSURER B:</b> Charter Oak Fire Insurance Co.		25615
<b>INSURER C:</b> Travelers Property Casualty		25674
<b>INSURER D:</b> Travelers Commercial		40282
<b>INSURER E:</b> Continental Casualty Company		20443
<b>INSURER F:</b>		

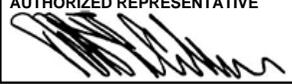
**INSURED** FISHB-1  
 Fishbeck, Thompson, Carr & Huber, Inc.  
 1515 Arboretum Dr., SE  
 Grand Rapids MI 49546

**COVERAGES** **CERTIFICATE NUMBER:** 203710976 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			630-4985B626	11/1/2013	11/1/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			810-4985B626	11/1/2013	11/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			CUP-4985B626	11/1/2013	11/1/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	PHUB-4985B626	11/1/2013	11/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
E	Arch/Eng Prof Liab Claims Made Basis			AEH-254038073	10/31/2013	10/31/2014	\$1,000,000 Per Claim \$1,000,000 Aggregate

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 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 with respect to the General Liability as well as the Auto Liability and Umbrella. Said coverage is primary.

<b>CERTIFICATE HOLDER</b>  City of Mount Clemens One Crocker Boulevard Mount Clemens MI 48043	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## EXPLANATION OF AGENDA – August 4, 2014

**TO:** The Honorable Mayor Barb Dempsey and  
All City Commissioners

**FROM:** Steven M. Brown, City Manager

**DATE:** July 31, 2014

**RE:** Report from the City Manager's Office

---

1. My recent start: My first week on the job has been going very well from my perspective. I feel very welcomed by everyone I have had the opportunity to meet and I am learning a great deal every day. I look forward to working with all of you, City staff, and all Mount Clemens citizens and stakeholders. Thank you all for this outstanding opportunity.
2. Charter Amendment: Interim City Manager Bruner has given several different presentations regarding City finances and the Charter amendment. The final version of the presentation is attached and posted on the City's website. Copies of the presentation and an informational brochure are also available to the public at City Hall and other City facilities.
3. City-County Shared Public Services Initiatives: Interim City Manager Bruner and I met with County officials on July 28<sup>th</sup>. The status of each initiative is as follows:
  - a. Administrative Services: There are several opportunities to share administrative services. However, they probably will not result in much direct savings because the City's administrative staff is already so small it cannot be reduced further without jeopardizing the City's ability to perform legally required and operationally necessary functions. In any event, more meetings to discuss potential opportunities are needed.
  - b. Animal Control: Section 30 of the Dog Law of 1919 (attached) states in relevant part, "A city, village or township by action of its governing body may adopt an animal control ordinance to regulate the licensing, payment of claims and providing for the enforcement thereof." Section 29a states in relevant part, "The board of county commissioners by ordinance may establish an animal control agency which shall employ at least 1 animal control officer... The animal control agency shall have jurisdiction to enforce this act in any city, village or township which does not have an animal control ordinance." Accordingly, the County shall have jurisdiction to enforce the Dog Law in Mount Clemens if the City rescinds its ordinance, thus shifting the administrative and financial burden from the City to the County. This was done in Oakland County several years ago. The relevant content of the Dog Law of 1919 was discussed at our meeting on the 28<sup>th</sup>.

- c. Assessing: The City already has a part-time independent contractor assessor so the County probably cannot reduce the City's costs in the short-term. However, there may be an opportunity to bundle assessing with other administrative services in the future.
  
- d. Information Technology: The County is adopting a new website platform that will allow it to host websites and provide content management tools for cities, villages and townships. City and County staff met on June 12<sup>th</sup> regarding the website platform and development of a new City website is underway. County staff initially suggested the City hire Metro Technology Services to plan and implement migration of City servers to the County's Data Center (see attached proposal). County Finance Director Provenzano subsequently directed County staff to begin conducting the discovery and assessment necessary to begin the process.

The City then solicited a tech assessment proposal from Highway T, a program of the Michigan Nonprofit Association that provides training and consulting services to assist nonprofits. A Highway T representative visited the City on July 30<sup>th</sup> and we expect a report within a few weeks.

- e. Shared Parking Plan: A meeting was held with County officials on July 28<sup>th</sup>. They are currently waiting for responses to a Request for Proposals (RFP) for architectural services and the scope is to include parking alternatives. Proposals are due in August. Given the estimated purchasing and implementation timeframes, any County decision on the Shared Parking Plan and/or other alternatives is approximately one year out.

**August 5, 2014**  
**City Charter Amendment**  
**Ballot Question**

City of Mount Clemens

July 23, 2014

# Table of Contents

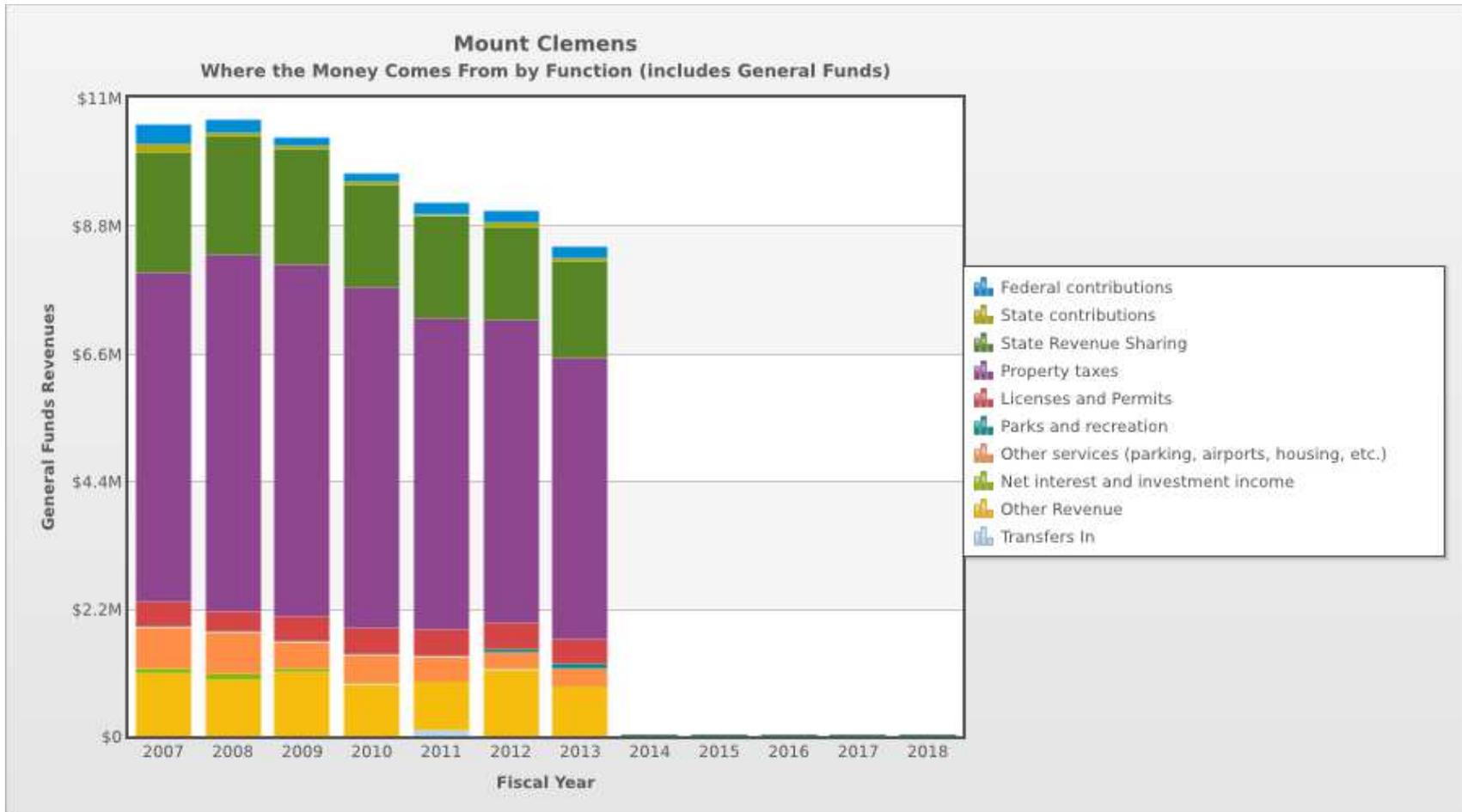
- Citizens' Guide to City Finances
- Frequently Asked Questions about City Finances and the August 5, 2014 City Charter Amendment Ballot Question
- How a Financial Emergency Works

City of Mount Clemens

# **CITIZENS' GUIDE TO CITY FINANCES**

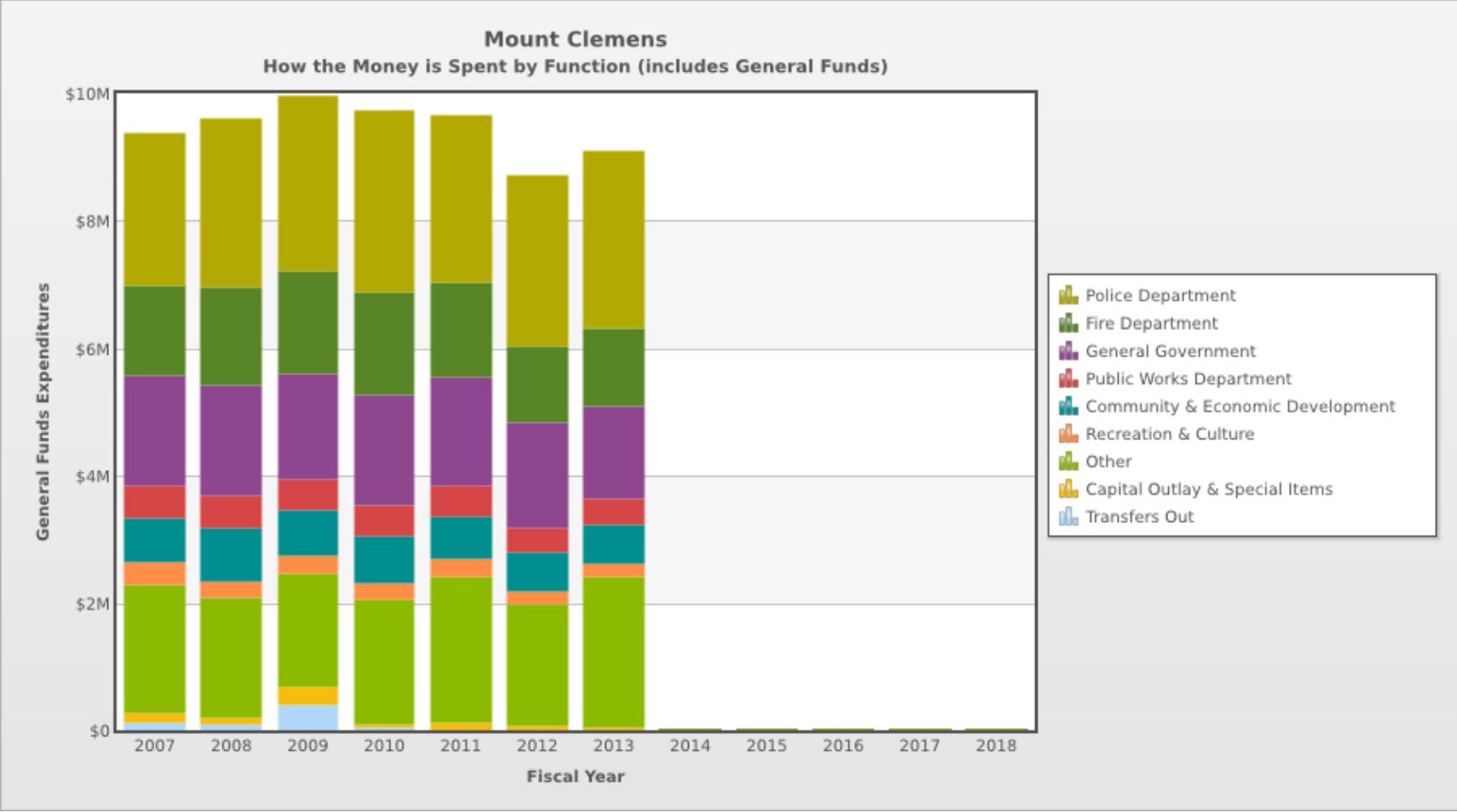
7/23/2014

# Where the Money Comes From



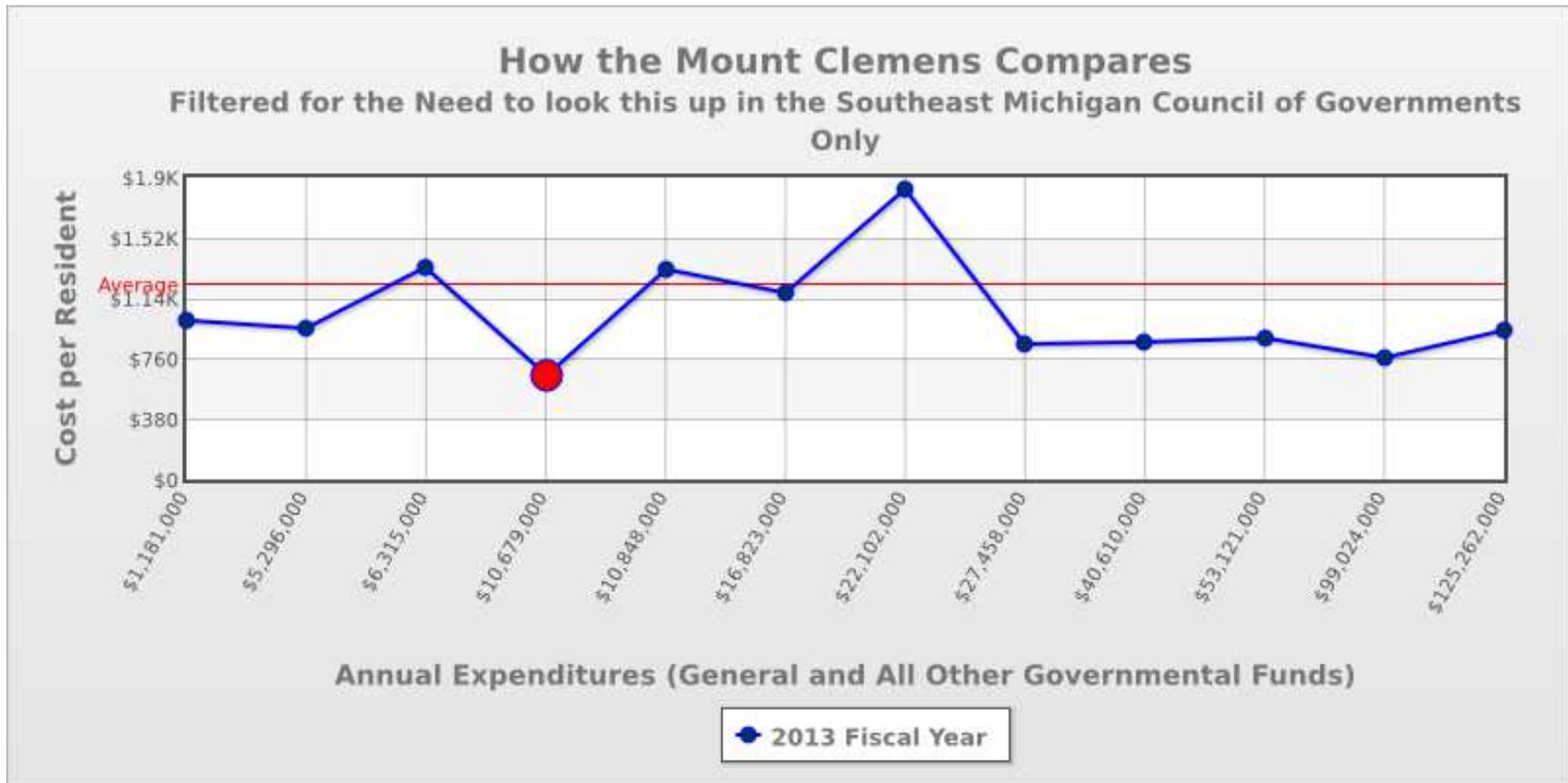
7/23/2014

# How the Money is Spent



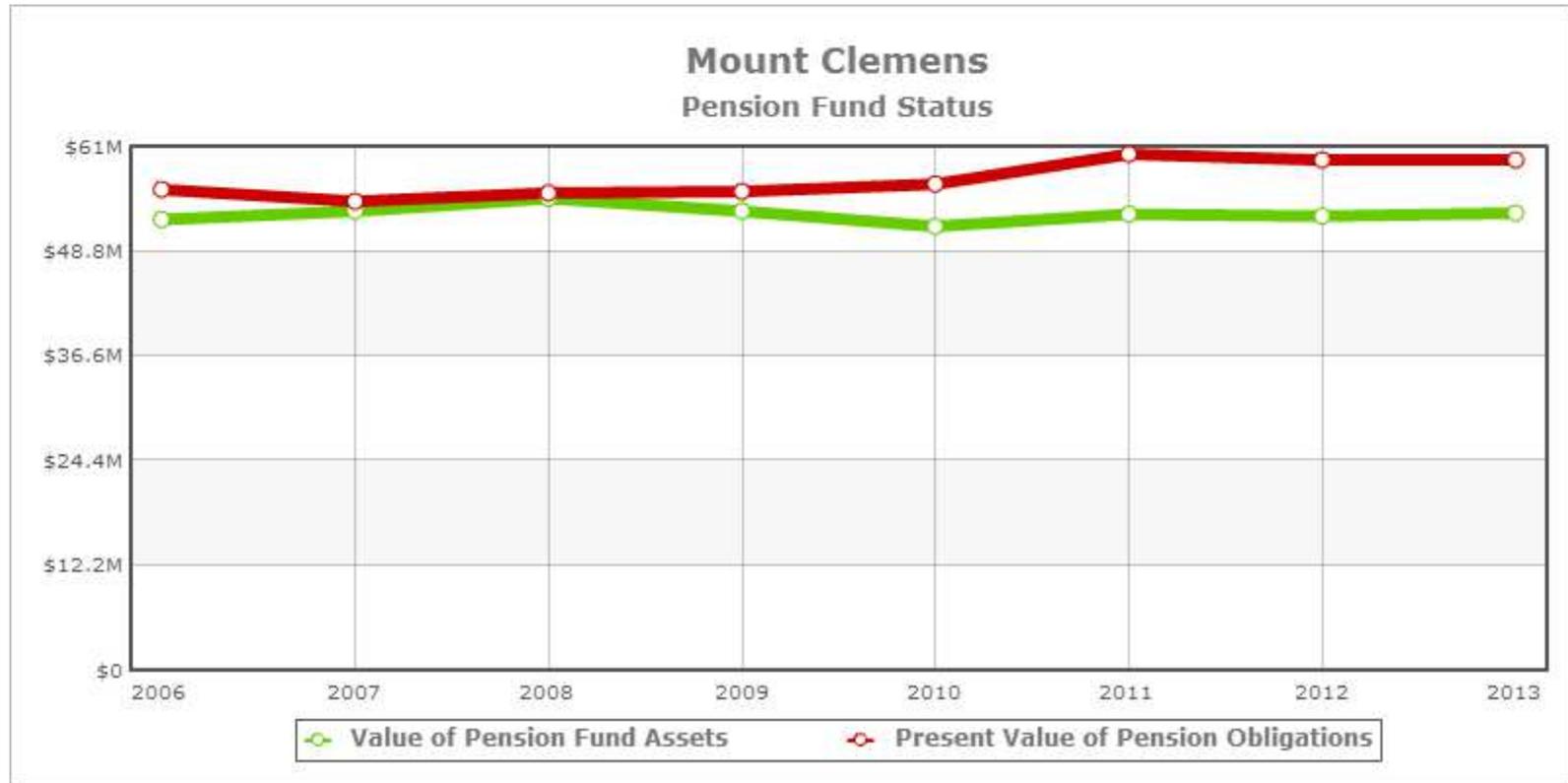
7/23/2014

# How Mount Clemens Compares



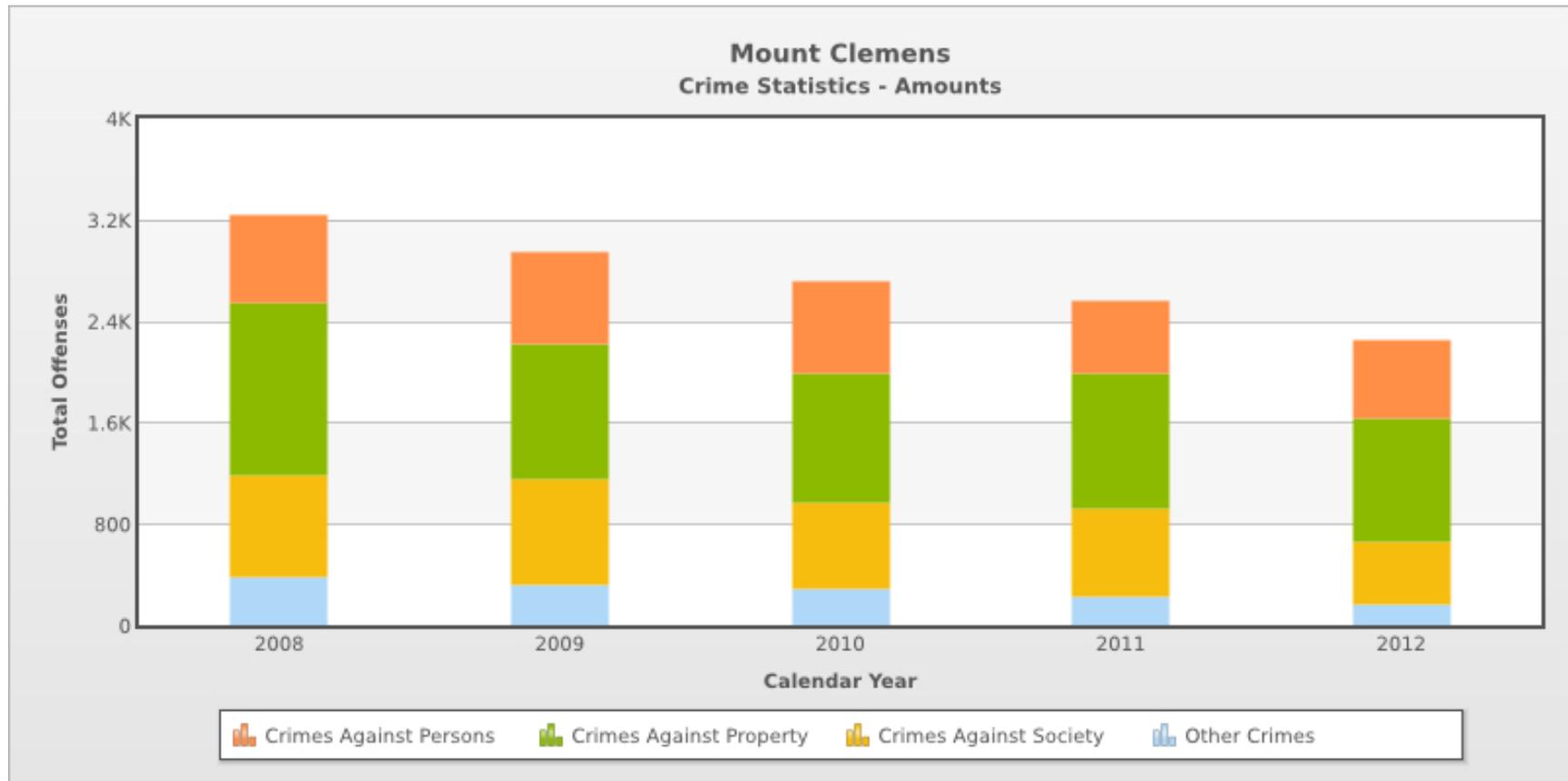
7/23/2014

# Pension Fund Status



7/23/2014

# Crime Statistics



7/23/2014

# Citizens' Guide to City Finances

- Visit <http://www.munetrix.com/> or <http://www.cityofmountclemens.com/> and look for the Munetrix logo to learn more

City of Mount Clemens

# **FREQUENTLY ASKED QUESTIONS**

7/23/2014

# What is the City Charter?

- The City Charter is the legal document establishing the City
- January 26, 1837: Michigan became the 26th state admitted to the Union and Mount Clemens was incorporated as a village
- April 5, 1954: Voters approved the current City Charter

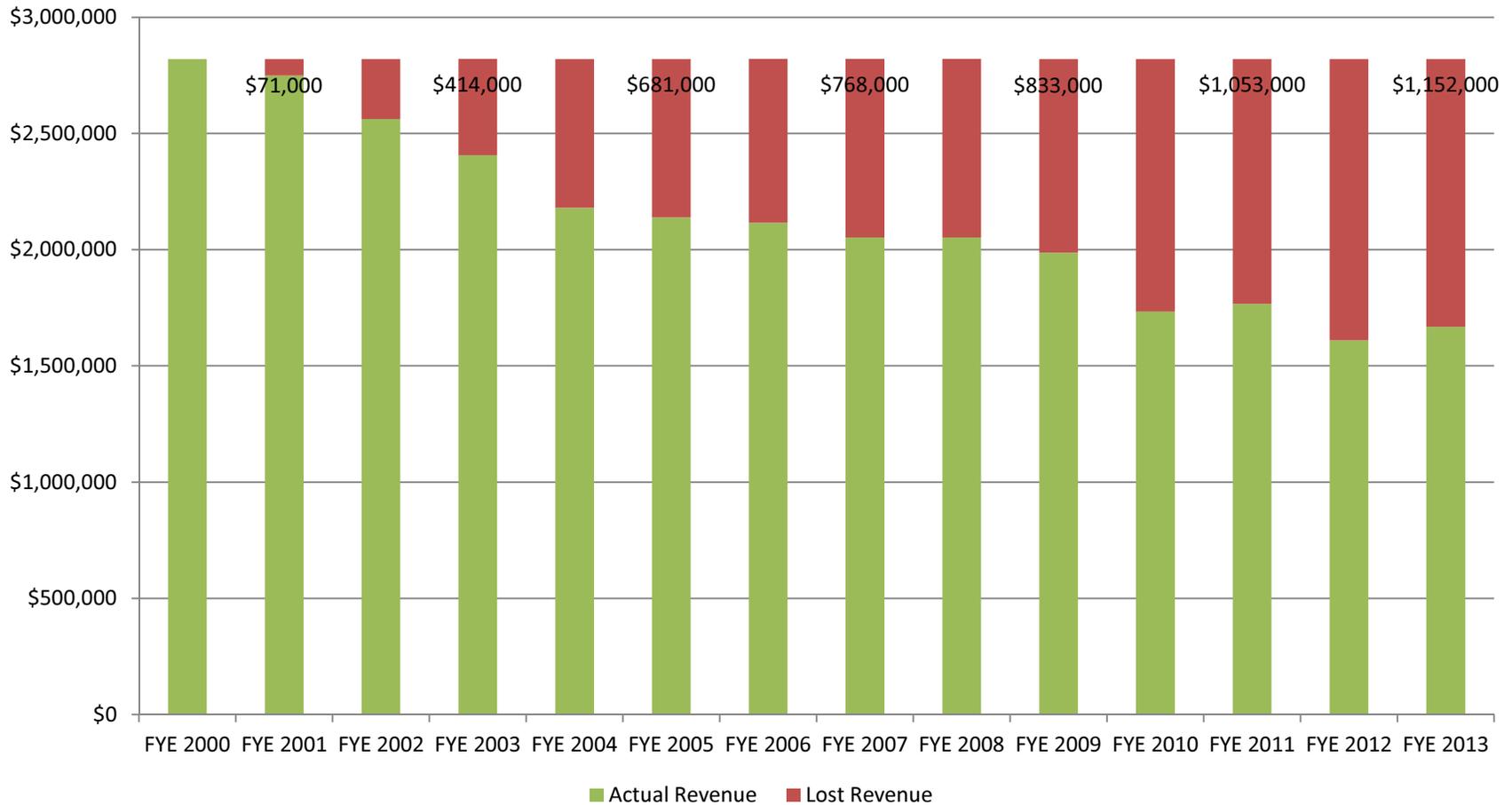
# How will the City Charter Amendment ballot question be worded?

- An amendment to Section 10.161, Sec. 120 of Article 9 of the City Charter to increase the authorized maximum millage from fifteen (15) mills to twenty (20) mills which may be levied annually by the City Commission for general municipal purposes, including but not limited to fire and law enforcement services.
- This amendment will increase the charter limit from 15 mills to 20 mills.
- Shall the proposed amendment be adopted?

# Why did the City Commission put this on the August 5, 2014 ballot?

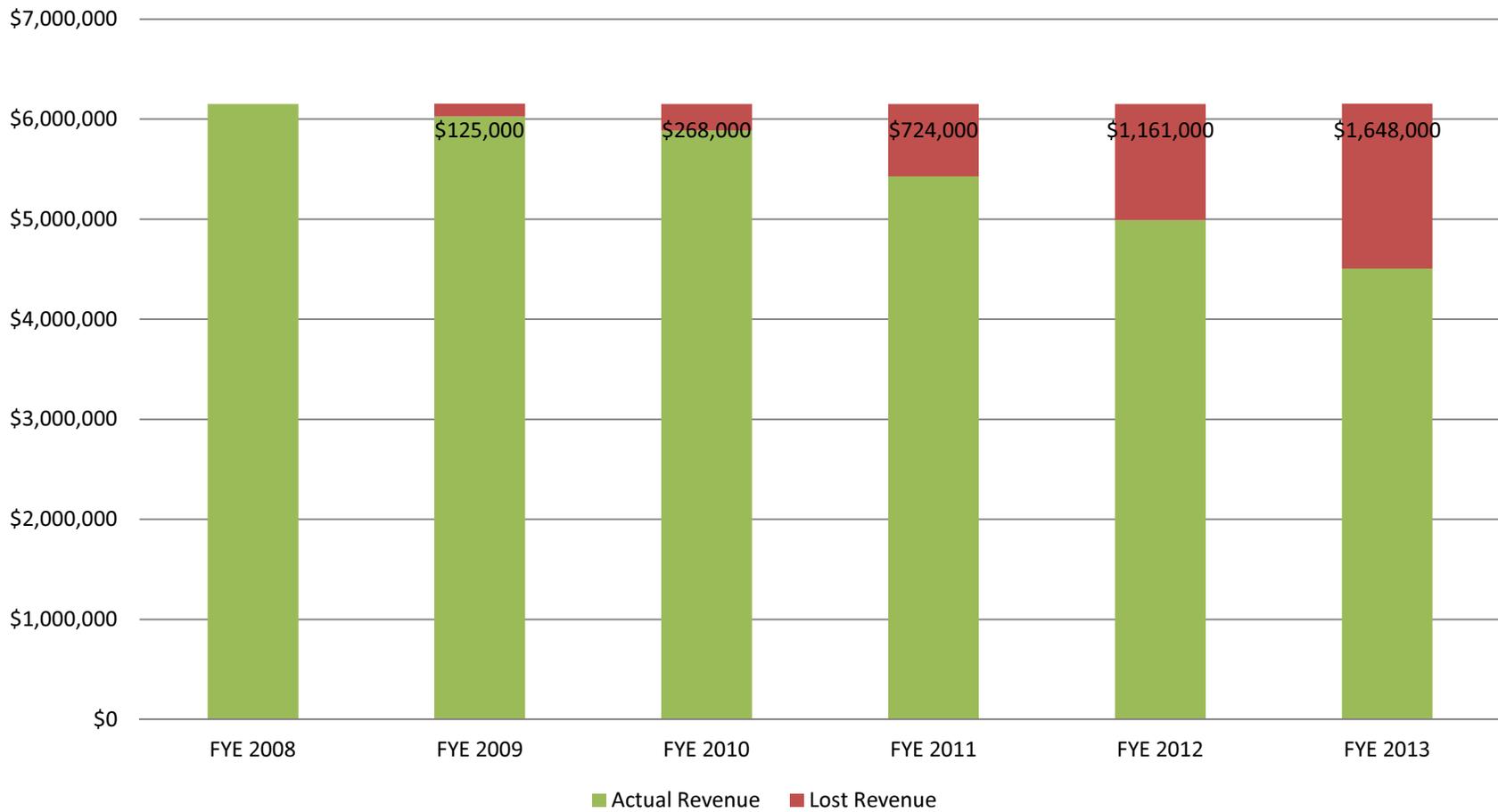
- State Revenue Sharing decreased by more than 40% between 2000 and 2012
- Property tax revenue decreased nearly 30% during the Great Recession

# State Revenue Sharing



7/23/2014

# Property Tax Revenue

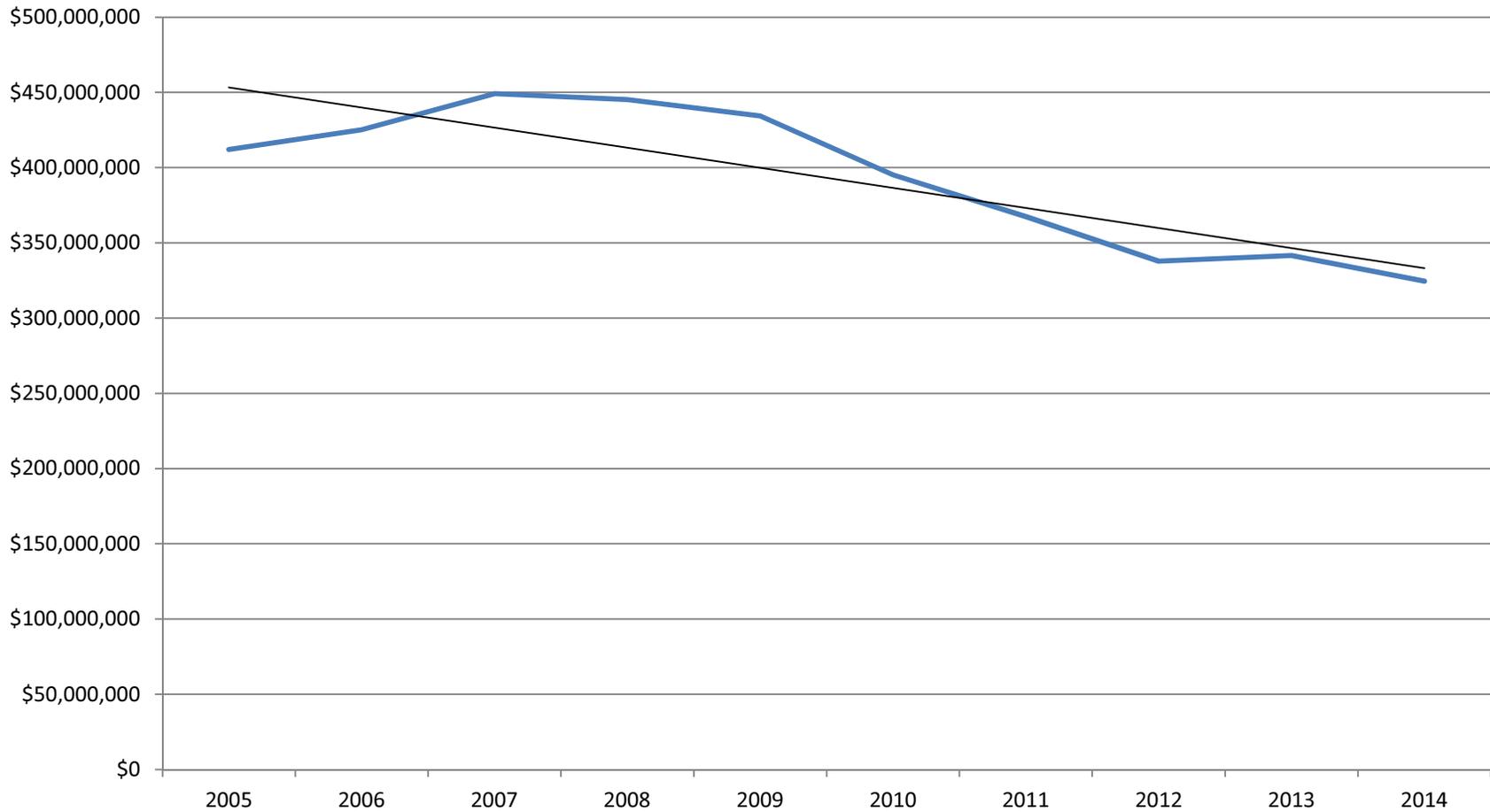


7/23/2014

# Why did the City Commission put this on the August 5, 2014 ballot?

- Property taxes have fallen throughout the City
  - Precinct 1 (181 Robertson St) -29% (2006 – 2012)
  - Precinct 2 (80 Moross Ave) -41% (2007 – 2012)
  - Precinct 3 (177 Washington St) -49% (2006 – 12)
  - Precinct 4 (104 Ahrens St) -22% (2009 – 2012)
  - Precinct 5 (93 Jones St) -19% (2009 – 2012)
  - Precinct 6 (27 Dickinson Ave) -53% (2006 – 2014)
  - Precinct 9 (1349 Balmoral Dr) -51% (2006 – 2012)

# Mount Clemens Total Taxable Value -28% (2007 – 2014)

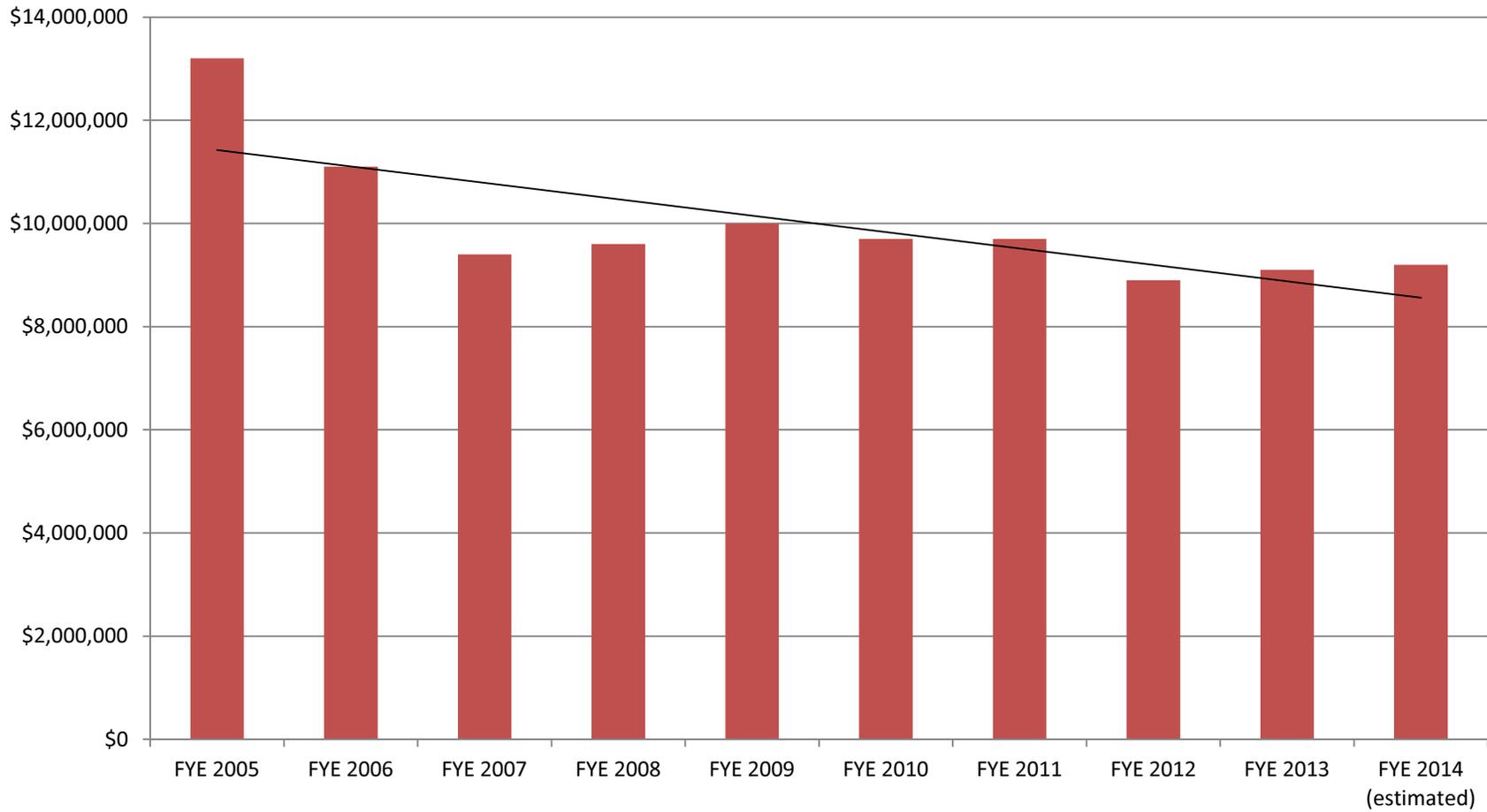


7/23/2014

# What has the City done to cut costs?

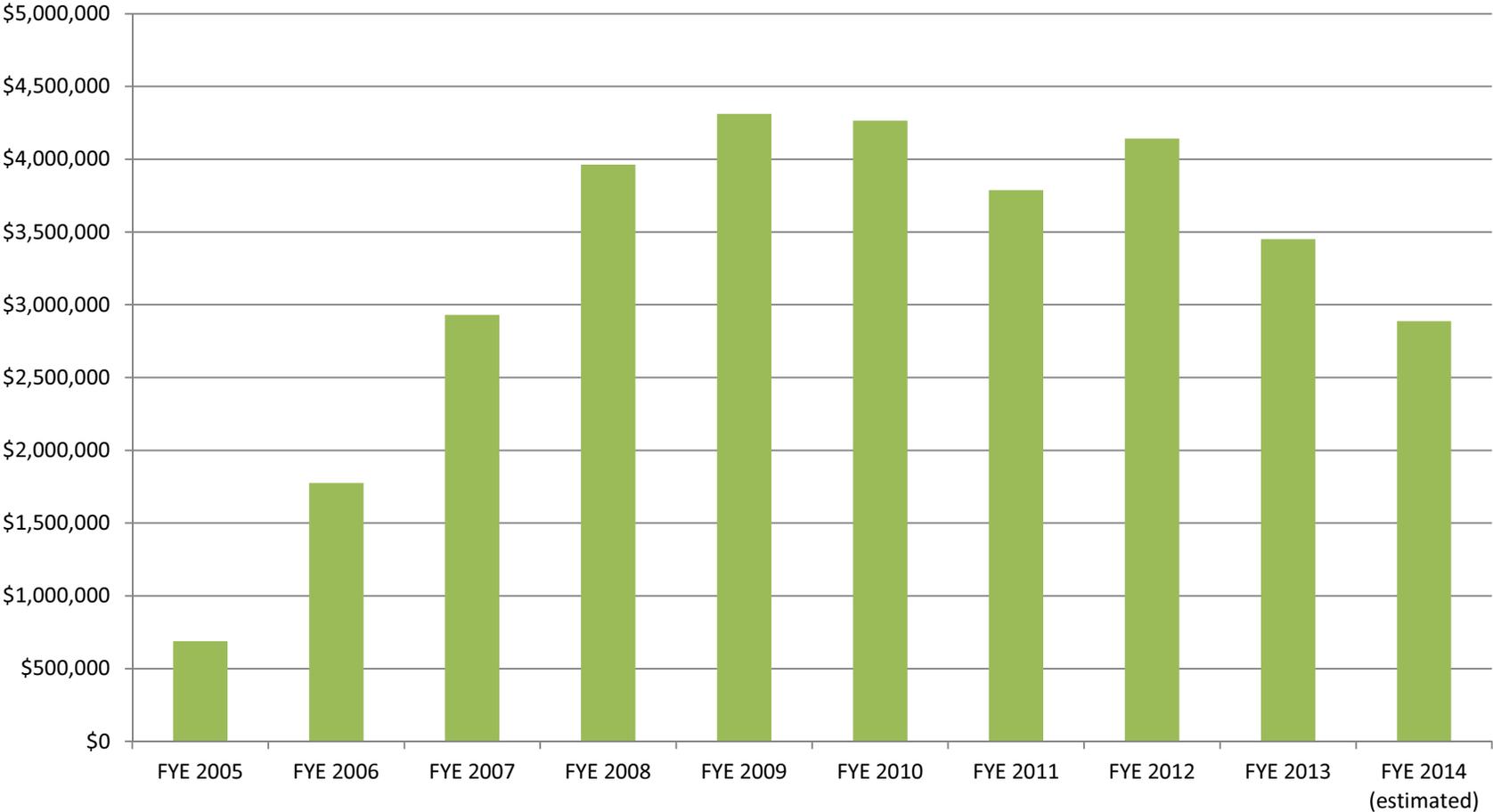
- The City cut costs by nearly a third (\$4.3 million) between 2005 and 2012
- Cost-cutting increased the City's cash reserves by more than 500% in just four years
- The cuts have not been enough to balance the budget in recent years and the City spent cash reserves to balance three of the last four annual budgets

# General Fund Expenses



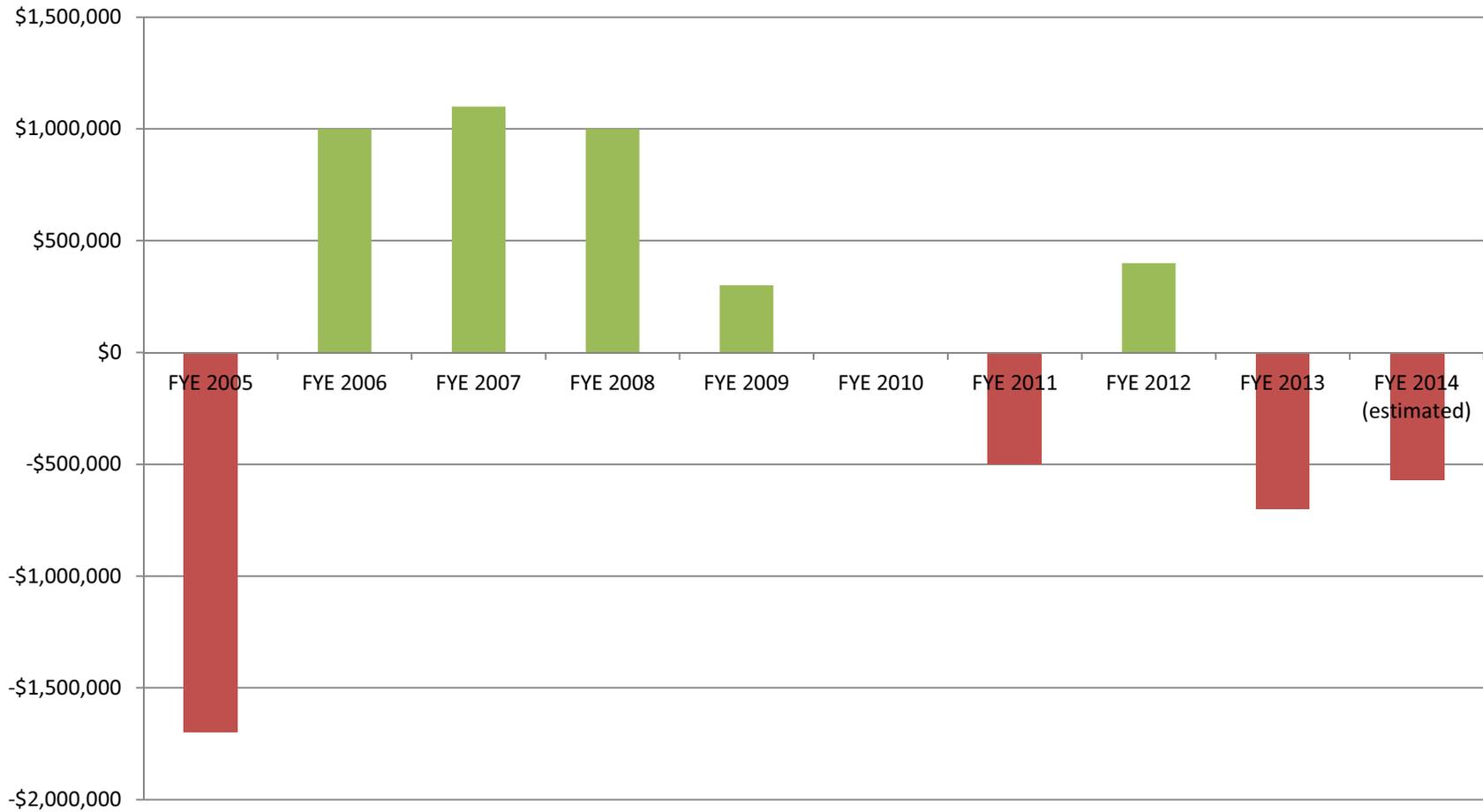
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# General Fund Balance



7/23/2014

# General Fund Net Income



7/23/2014

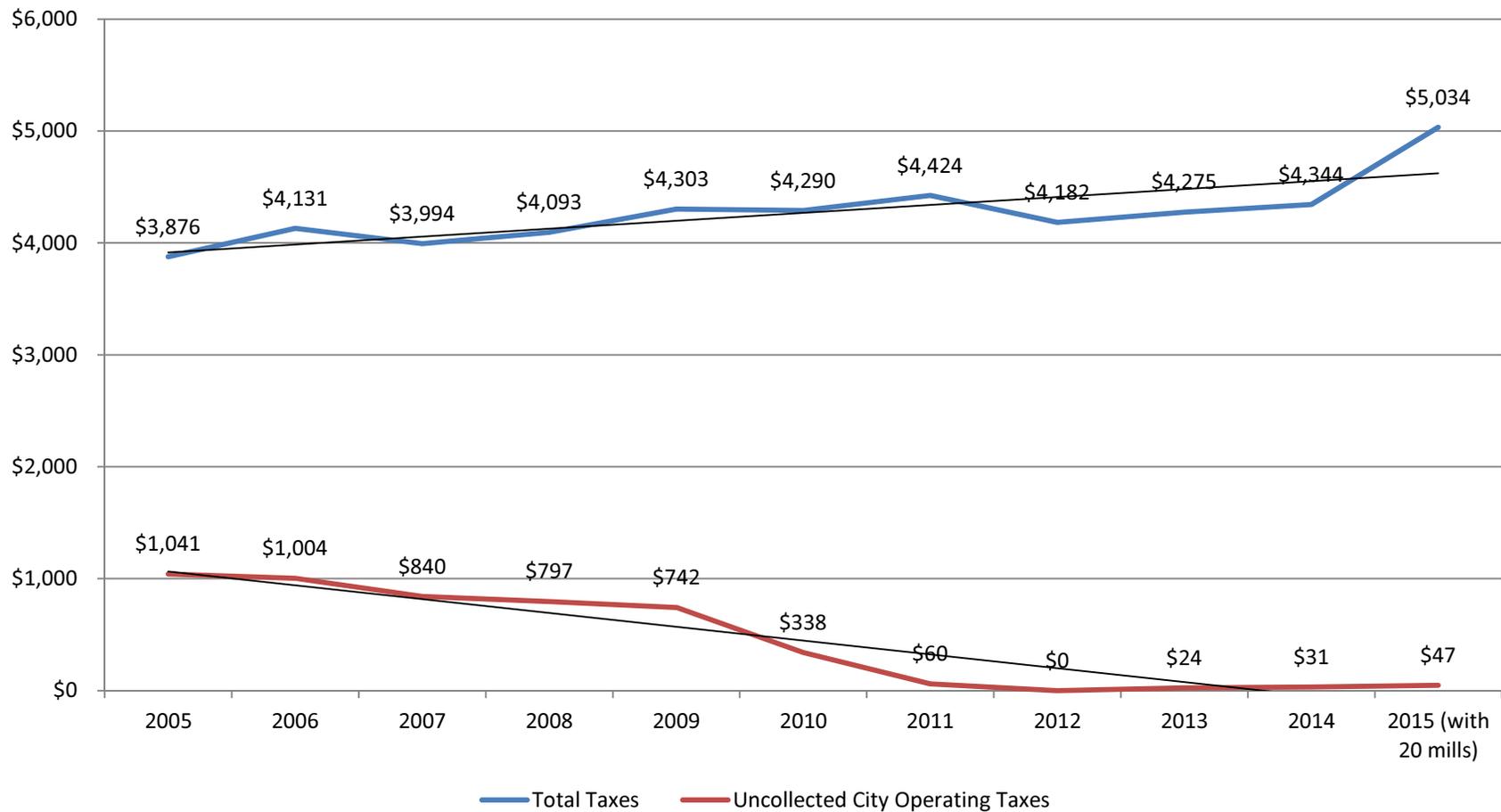
# How much will this cost?

- The answer depends on two things:
  - The tax rate the City Commission actually levies (may be less than a 6.2903 mill increase)
  - The Taxable Value of your property

# How much will this cost?

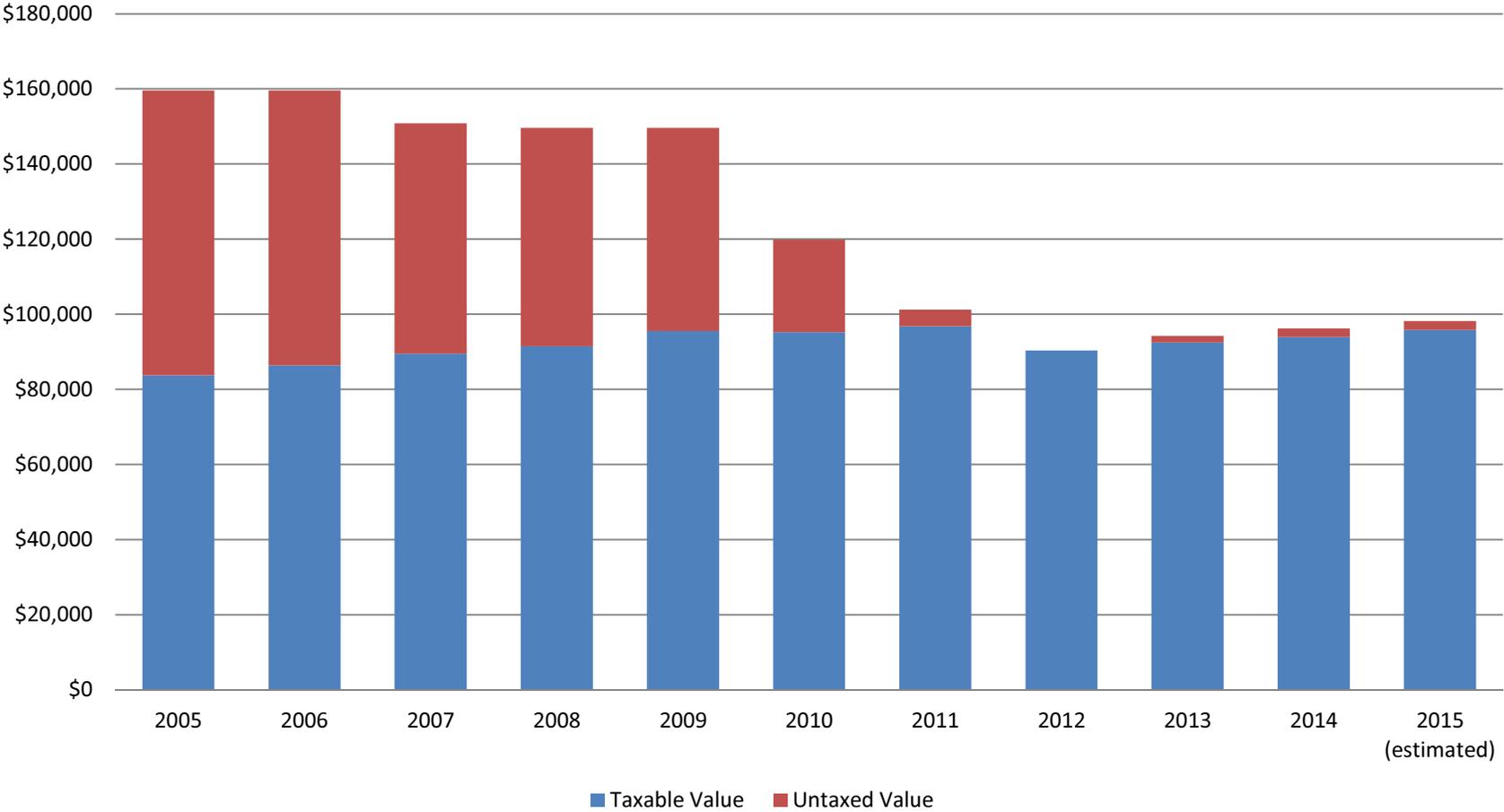
Precinct	Address	Taxable Value, 2014	Tax Rate	Taxes, Annual	Taxes, Monthly
1	181 Robertson St	\$58,503	6.2903	\$368	\$31
2	145 S Wilson Blvd	\$93,957	6.2903	\$591	\$49
3	177 Washington St	\$32,030	6.2903	\$201	\$17
4	140 Ahrens St	\$30,412	6.2903	\$191	\$16
5	176 N Walnut St	\$20,315	6.2903	\$128	\$11
6	27 Dickinson St	\$12,259	6.2903	\$77	\$6
9	1379 Kingsley St	\$33,933	6.2903	\$213	\$18
	<b>Average</b>	<b>\$40,201</b>		<b>\$253</b>	<b>\$21</b>

# 145 S Wilson Blvd Tax History



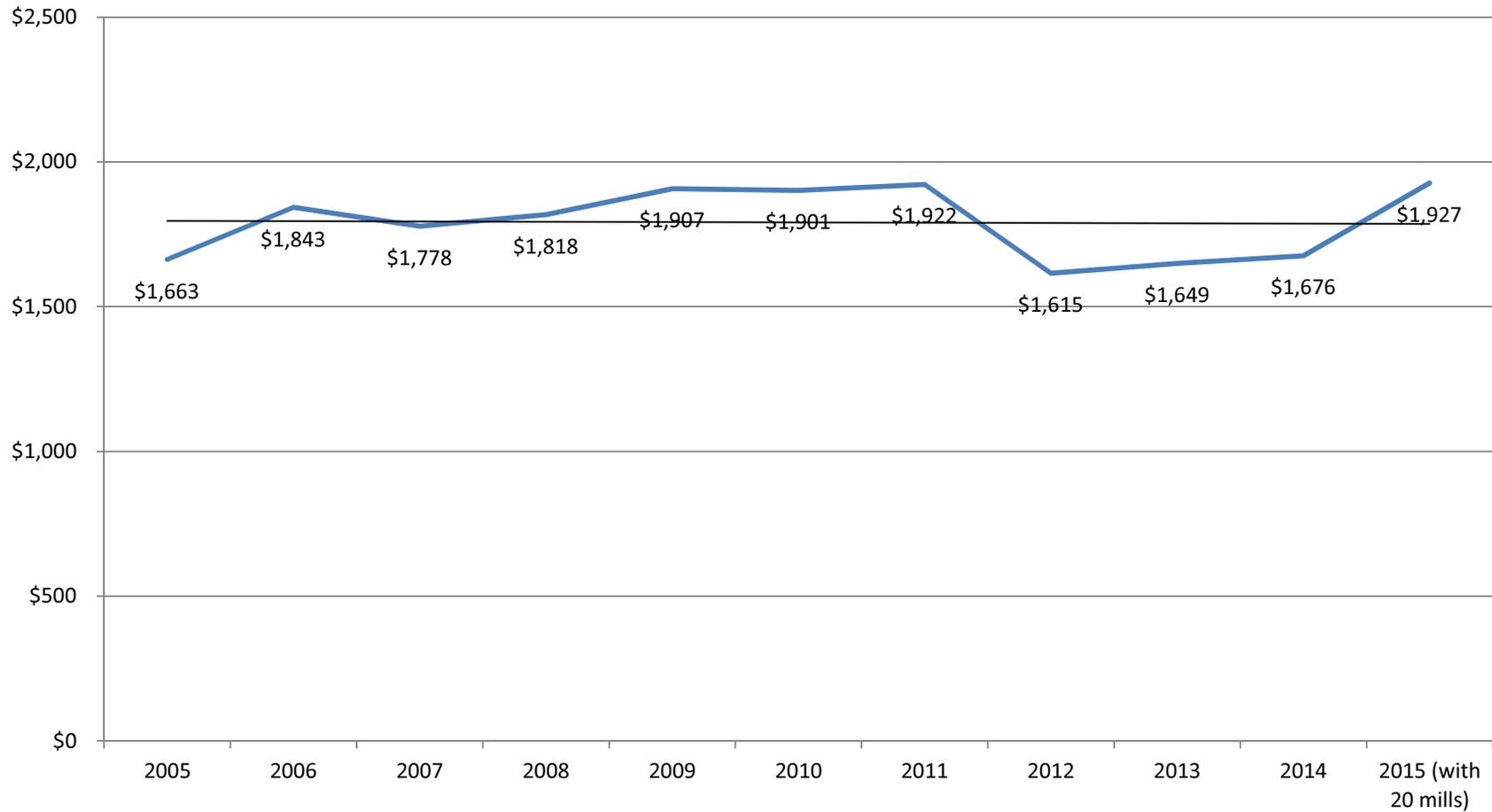
7/23/2014

# 145 S Wilson Blvd Assessment History



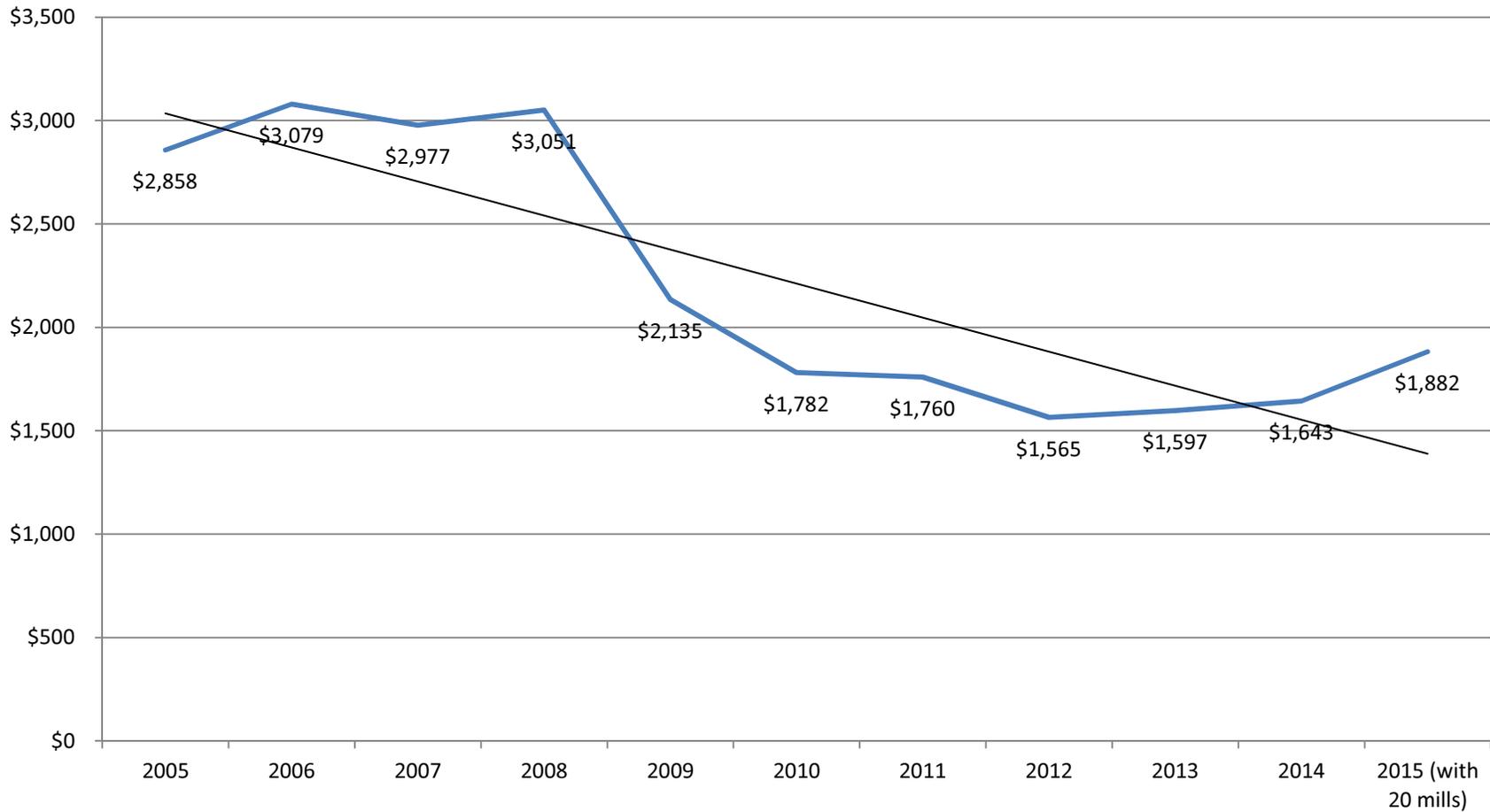
7/23/2014

# 1379 Kingsley St Tax History



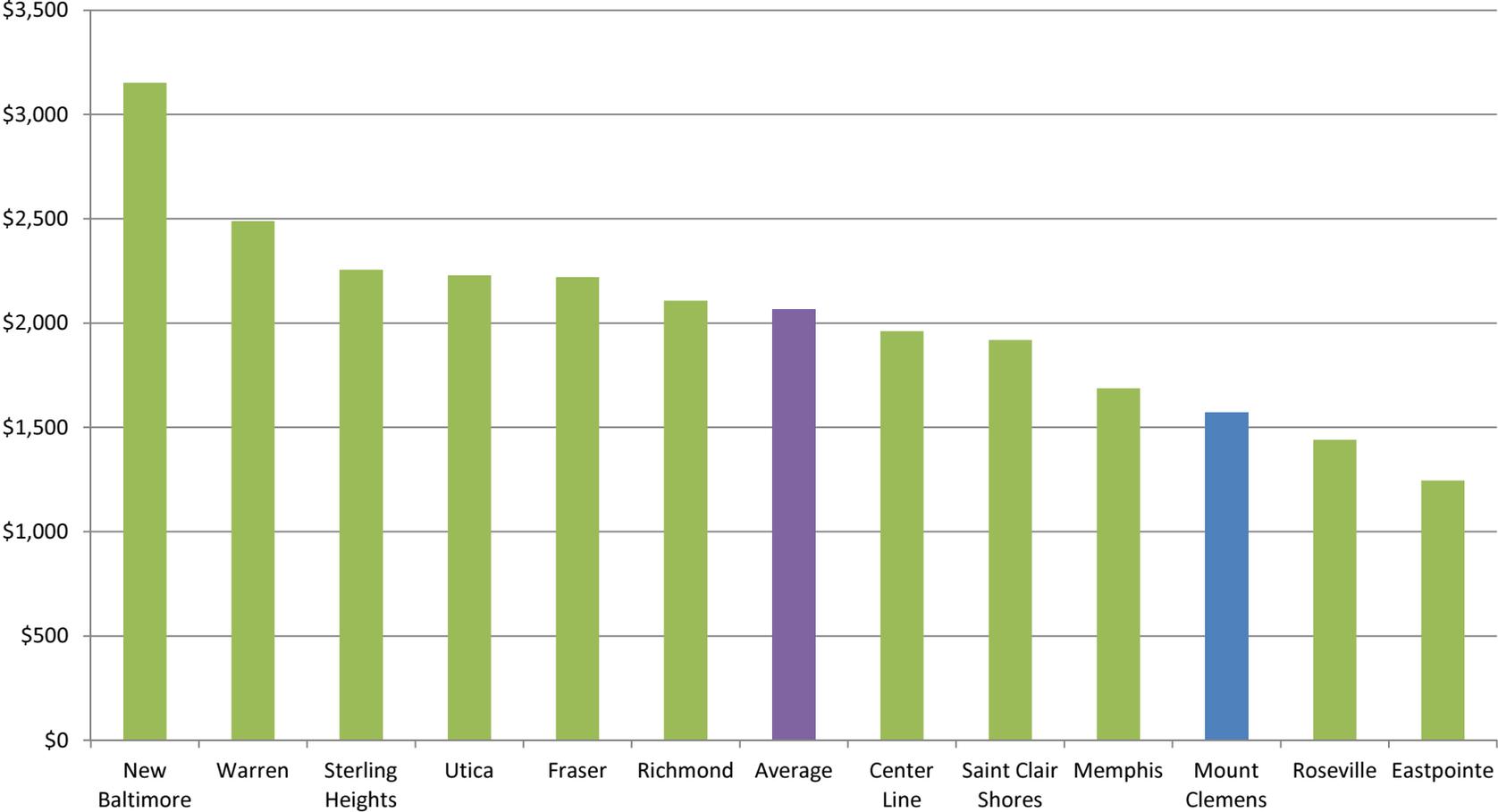
7/23/2014

# 177 Washington St Tax History



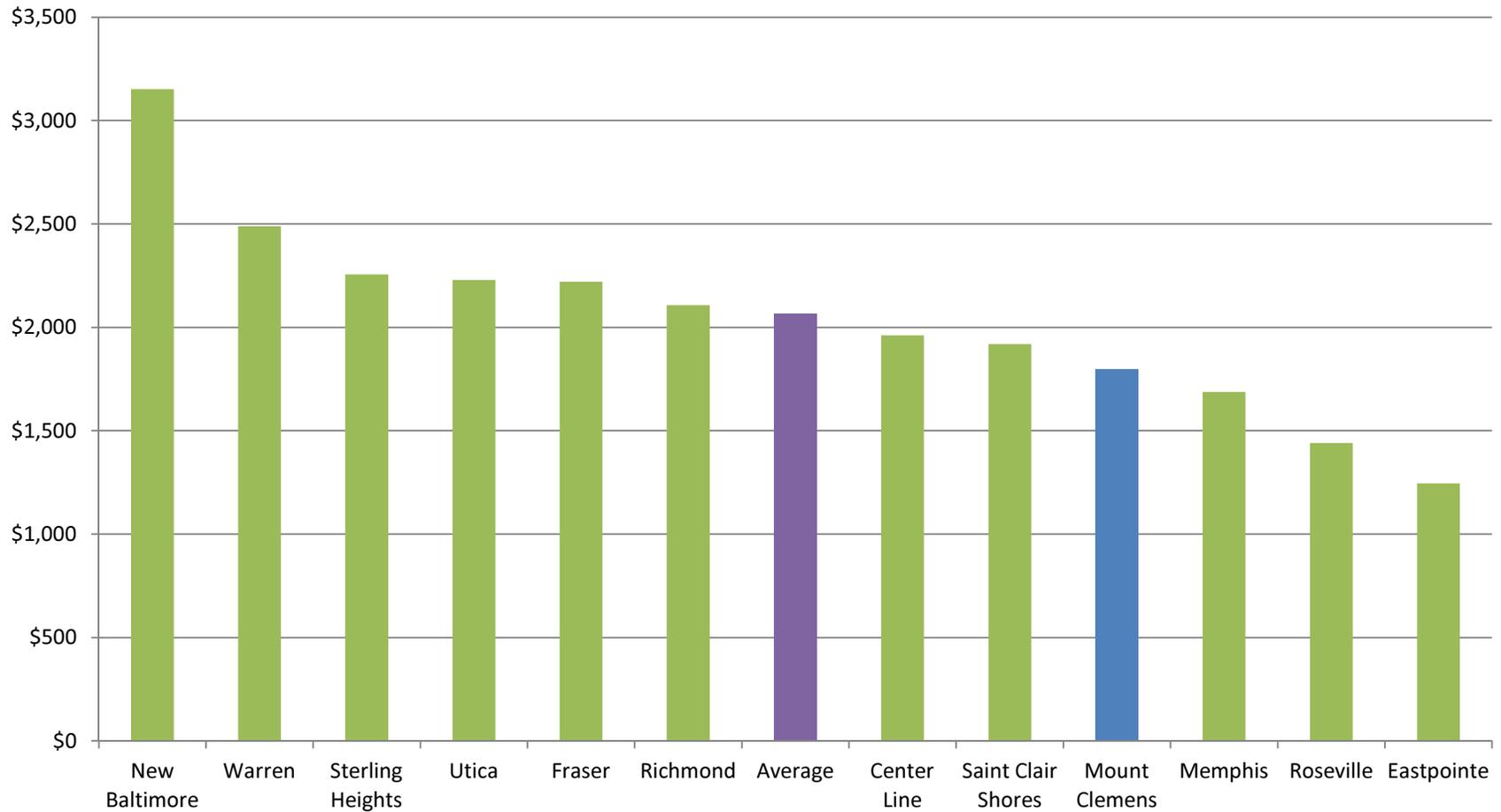
7/23/2014

# Average 2013 Macomb County Tax Bill



7/23/2014

# Average 2013 Macomb County Tax Bill, with Charter Amendment (20 mills)



7/23/2014

# What will happen if this passes?

- The City's current budget includes spending an additional \$1.1 million (nearly 40%) of the City's remaining cash reserves (\$2.9 million) **even if the charter amendment is approved** because new taxes cannot be levied and collected until 2015

# What will happen if this passes?

- The City can sustain current service levels and restore some of what was cut during the Great Recession
  - Maintain or increase four deputy minimum
  - Maintain or increase three firefighter minimum
- The City must continue to cut costs where it can because the cost of maintaining services will increase faster than revenues

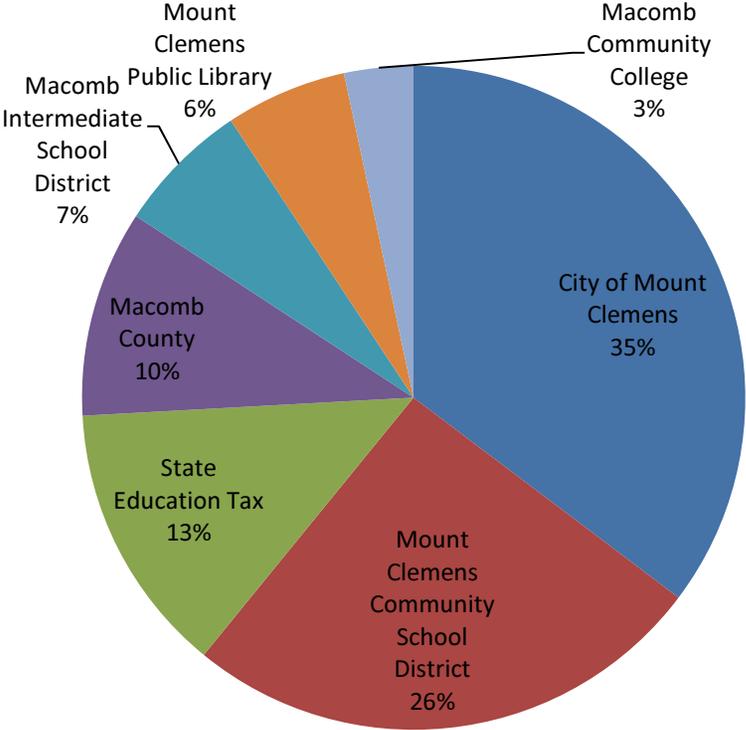
# What will happen if this passes?

Q: Will other taxing authorities benefit if the City Charter Amendment is approved?

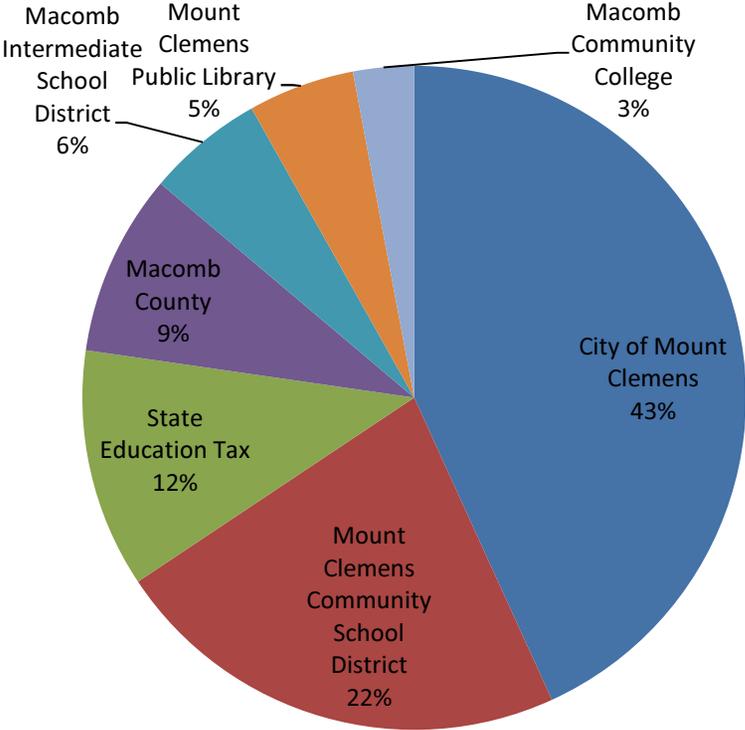
A: No, all additional revenue generated by the City Charter Amendment will go to the City, not any other taxing authority. Other taxing authorities only benefit when their millage rate increases or when Taxable Value increases, not when another taxing authority's millage rate increases.

# Summer Millage Rate Breakdown

**2014 Actual**



**2015 with 20 City mills**



# What will happen if this fails?

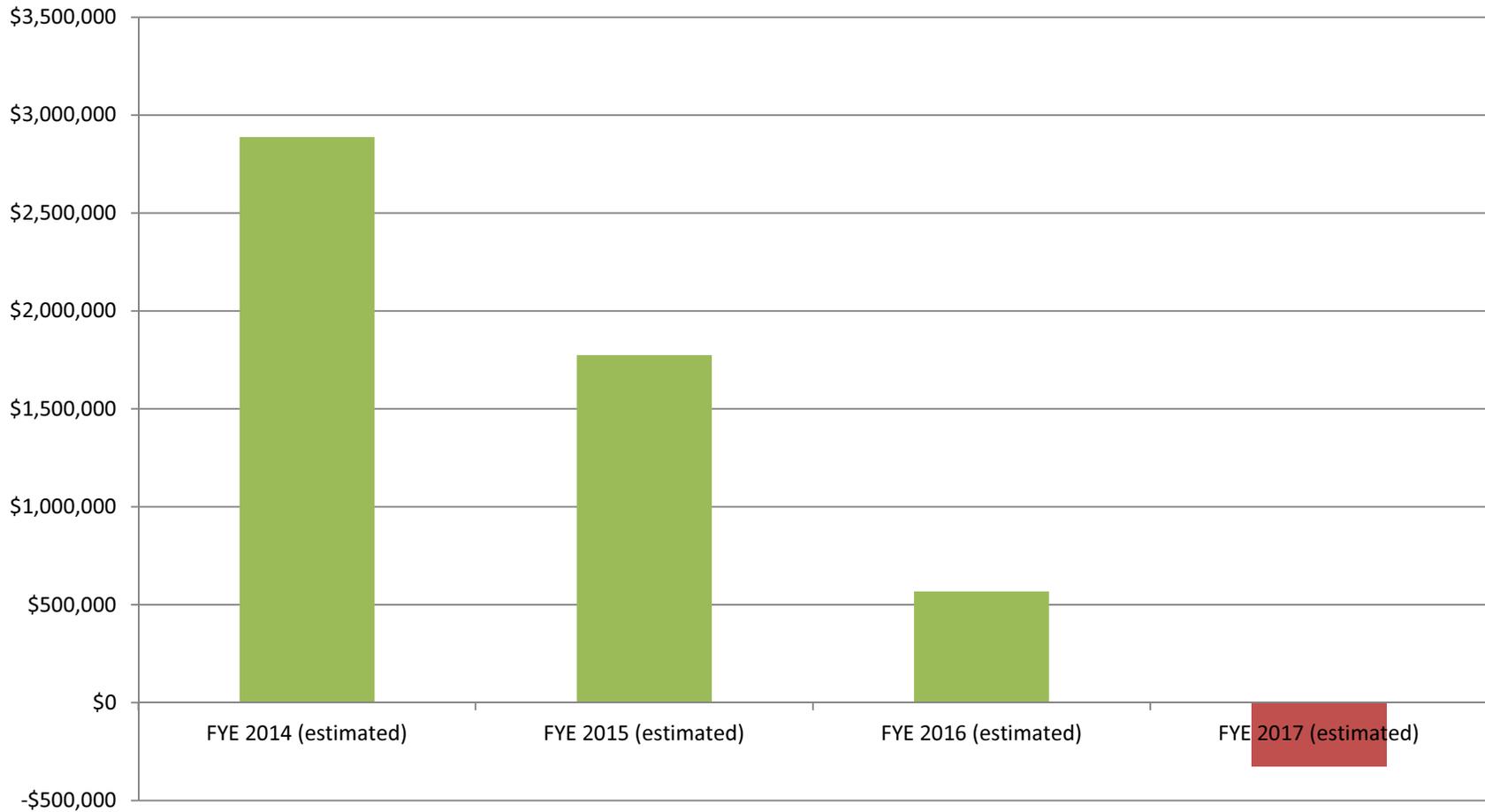
## More Service Reductions

- Replace full-time fire department with paid on call department
- Reduce Dial-A-Ride services by \$90,000 (17%)
  - Eliminate On-demand service
  - Eliminate Park & Ride Shuttle
- Eliminate Animal Control

## Financial Emergency

1. Consent agreement (unlikely to succeed)
2. Emergency manager (most likely to succeed)
3. Neutral evaluation (untested)
4. Chapter 9 bankruptcy (unlikely to qualify)

# General Fund Balance, without Charter amendment



7/23/2014

# What will happen if this fails?

- Nearly 50% of the City's General Fund costs are fixed
  - Law Enforcement (County contract)
  - Retiree Health Insurance
  - Street Lighting
  - Emergency Dispatch (County contract)
  - Liability Insurance

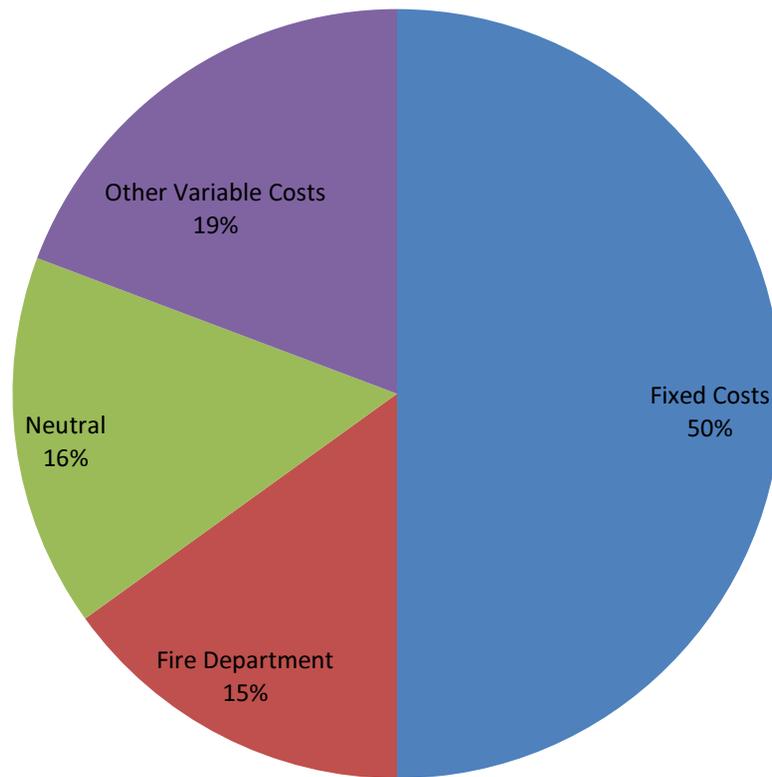
# What will happen if this fails?

- More than 15% of the City's General Fund costs are covered by grants and user fees
  - Community Development & Planning
  - Building & Trade Inspections
  - Community Development Block Grant (CDBG) Program
  - General Government Charges for Service

# What will happen if this fails?

- That leaves about 35% (\$3.4 million) from which to cut \$1.1 million
  - \$1.2 million in the Fire Department
  - \$2.2 million outside the Fire Department
- Most of the functions outside the Fire Department are legally required and/or operationally necessary

# General Fund Expenses (2015)



7/23/2014

# What will happen if this fails?

- The staffing level in Mount Clemens City Hall is already about the same as Ferndale City Hall **AFTER** Ferndale consolidated six points of public contact on two floors into one public service counter
- It will be difficult to squeeze much more savings out of Mount Clemens City Hall
- It has already been done!

# What will happen if this fails?

- The City's General Fund budget cannot be balanced without replacing the City's full-time Fire Department with a paid on call department

# Frequently Asked Questions

Q: How much would the City's existing tax base have to grow in order to provide the same revenue as the Charter Amendment?

A: Between 35% and 45%. It took seven years for the City's tax base to grow 37% before the Great Recession (2000 – 2007). It will take more than 20 years to recover the tax base lost in the last seven years if the tax base grows 2% annually.

# Frequently Asked Questions

Q: Would a city income tax cost the average household more or less than the Charter Amendment?

A: The median household income tax would be \$344 (1% of \$34,420) while the average property tax increase would be only \$226 (34% less than median household income tax)

# Frequently Asked Questions

Q: How much would recapturing forgone revenue like tax abatements and tax increment financing (TIF) save the City?

A: Eliminating the remaining tax increment financing would return less than \$43,000 to the General Fund and eliminating current tax abatements would return \$34,000 to the General Fund (less than \$77,000 total and less than 7% of the \$1.1 million deficit)

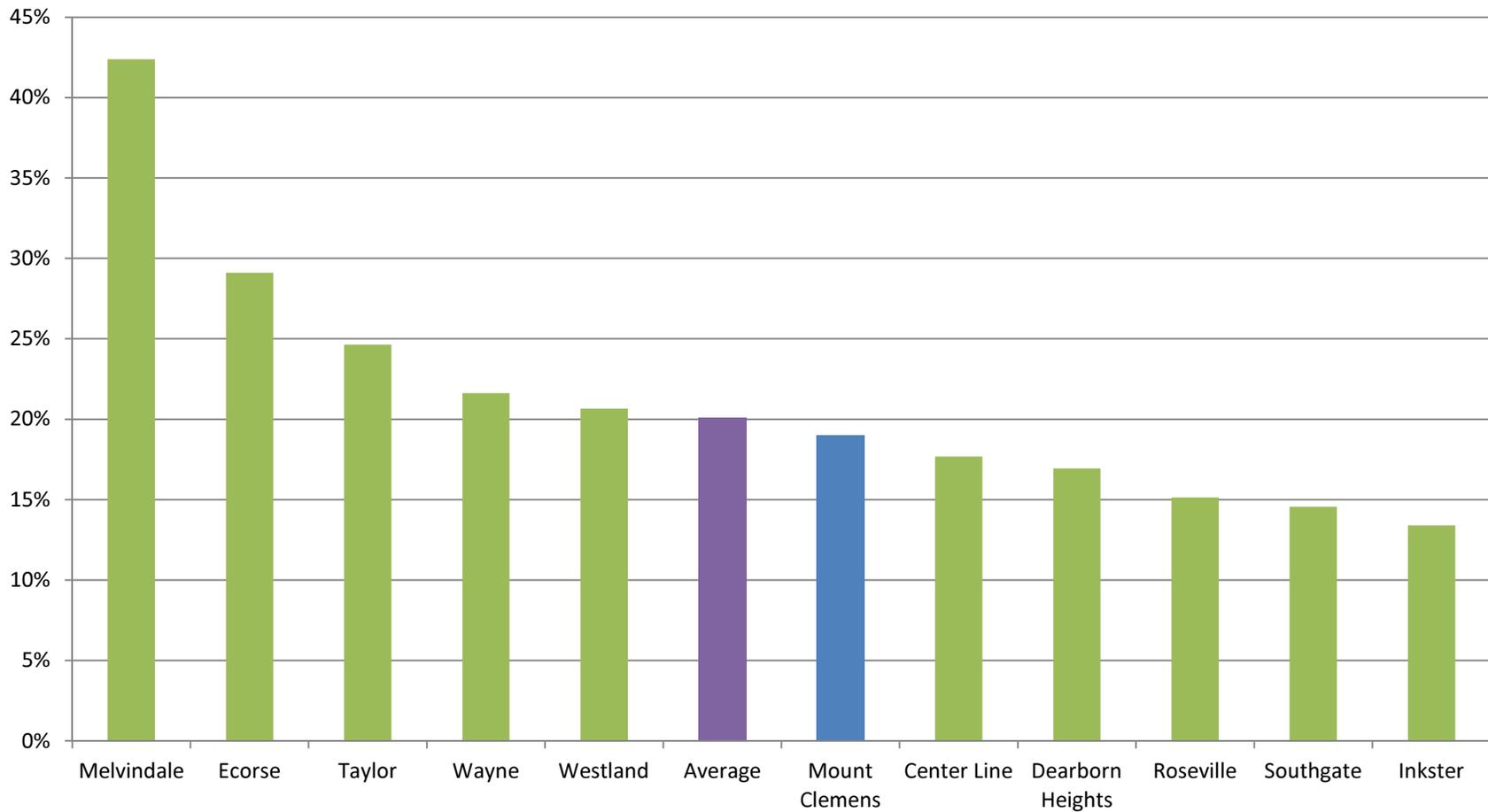
# Frequently Asked Questions

Q: Did the City promise employees and retirees too much?

A: The current average pension benefit is less than \$24,000 annually

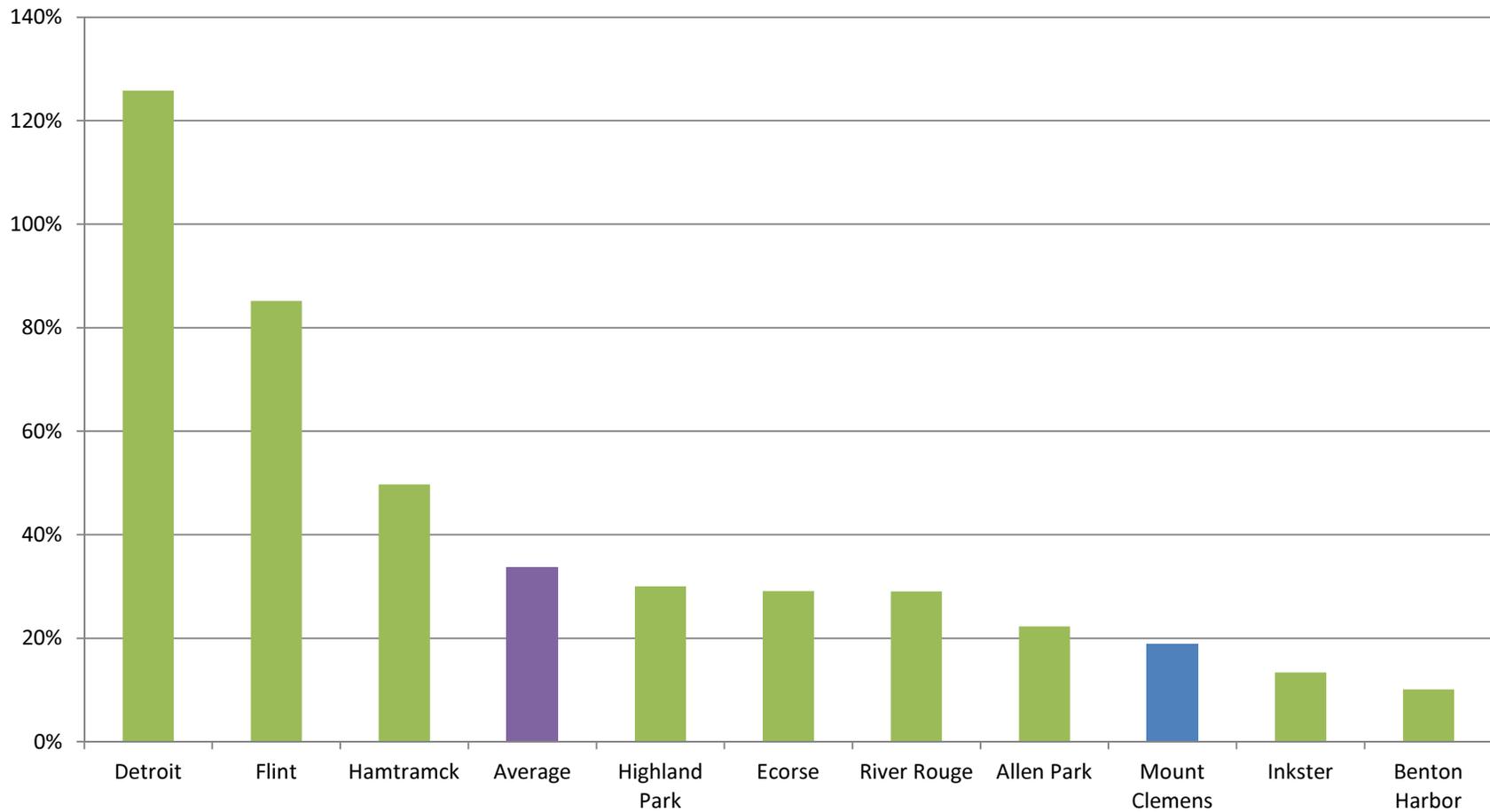
- Firefighters contribute 6.55 percent of pay
- General employees contribute 5.3 percent of pay
- The City's contributions are determined annually

# Unfunded Liabilities/Tax Base Similar Metro Detroit Cities



7/23/2014

# Unfunded Liabilities/Tax Base Emergency Management Cities



7/23/2014

City of Mount Clemens

# **HOW A FINANCIAL EMERGENCY WORKS**

7/23/2014

# How a Financial Emergency Works

- The State Treasurer conducts a preliminary review
- The Governor must make one of the following determinations:
  - A financial emergency does not exist
  - A financial emergency exists

# How a Financial Emergency Works

- The Governor may determine a financial emergency exists in Mount Clemens **before** the City runs out of cash in 2017
- The Governor **will** determine a financial emergency exists in Mount Clemens based on deficit spending and pension underfunding

# How a Financial Emergency Works

- Visit the Michigan Department of Treasury website for more details and a summary of the process
- [http://www.michigan.gov/treasury/0,1607,7-121-1751\\_51556-198770--,00.html](http://www.michigan.gov/treasury/0,1607,7-121-1751_51556-198770--,00.html)

# Financial Emergency Options

1. Consent agreement (unlikely to succeed)
2. Emergency manager (most likely to succeed)
3. Neutral evaluation (untested)
4. Chapter 9 bankruptcy (unlikely to qualify)

# Consent Agreement Option

- The City's General Fund budget cannot be balanced via consent agreement without replacing the City's full-time Fire Department with a paid on call department

# Emergency Manager Option

- Emergency managers reduce expenditures to match revenues
- No new revenue
- No tax increase without voter approval
- Emergency managers reduce **SERVICES**, not just employee and retiree benefits!
- The community has no say

# Other Options

## Neutral Evaluation Process

- Currently being used in Highland Park

## Chapter 9 Bankruptcy

- Currently being used in Detroit
- Mount Clemens **WILL** **NOT** qualify for Chapter 9 bankruptcy

City of Mount Clemens

**THE END**

7/23/2014

**DOG LAW OF 1919**  
**Act 339 of 1919**

AN ACT relating to dogs and the protection of live stock and poultry from damage by dogs; providing for the licensing of dogs; regulating the keeping of dogs, and authorizing their destruction in certain cases; providing for the determination and payment of damages done by dogs to live stock and poultry; imposing powers and duties on certain state, county, city and township officers and employes, and to repeal Act No. 347 of the Public Acts of 1917, and providing penalties for the violation of this act.

**History:** 1919, Act 339, Eff. Aug. 14, 1919.

**Compiler's note:** Near the end of this title, the word "employes" evidently should read "employees".

*The People of the State of Michigan enact:*

**287.261 Short title; definitions.**

Sec. 1. (1) This act shall be known and may be cited as the "dog law of 1919".

(2) For the purpose of this act:

(a) "Livestock" means horses, stallions, colts, geldings, mares, sheep, rams, lambs, bulls, bullocks, steers, heifers, cows, calves, mules, jacks, jennets, burros, goats, kids and swine, and fur-bearing animals being raised in captivity.

(b) "Poultry" means all domestic fowl, ornamental birds, and game birds possessed or being reared under authority of a breeder's license pursuant to part 427 (breeders and dealers) of the natural resources and environmental protection act, Act No. 451 of the Public Acts of 1994, being sections 324.42701 to 324.42714 of the Michigan Compiled Laws.

(c) "Owner" when applied to the proprietorship of a dog means every person having a right of property in the dog, and every person who keeps or harbors the dog or has it in his care, and every person who permits the dog to remain on or about any premises occupied by him.

(d) "Kennel" means any establishment wherein or whereon dogs are kept for the purpose of breeding, sale, or sporting purposes.

(e) "Law enforcement officer" means any person employed or elected by the people of the state, or by any municipality, county, or township, whose duty it is to preserve peace or to make arrests or to enforce the law, and includes conservation officers and members of the state police.

(f) "Hunting" means allowing a dog to range freely within sight or sound of its owner while in the course of hunting legal game or an unprotected animal.

**History:** 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5245;—CL 1948, 287.261;—Am. 1959, Act 42, Eff. Mar. 19, 1960;—Am. 1973, Act 32, Imd. Eff. June 14, 1973;—Am. 1996, Act 63, Imd. Eff. Feb. 26, 1996.

**287.262 Dogs; licensing, tags, leashes.**

Sec. 2. It shall be unlawful for any person to own any dog 6 months old or over, unless the dog is licensed as hereinafter provided, or to own any dog 6 months old or over that does not at all times wear a collar with a tag approved by the director of agriculture, attached as hereinafter provided, except when engaged in lawful hunting accompanied by its owner or custodian; or for any owner of any female dog to permit the female dog to go beyond the premises of such owner when she is in heat, unless the female dog is held properly in leash; or for any person except the owner or authorized agent, to remove any license tag from a dog; or for any owner to allow any dog, except working dogs such as leader dogs, guard dogs, farm dogs, hunting dogs, and other such dogs, when accompanied by their owner or his authorized agent, while actively engaged in activities for which such dogs are trained, to stray unless held properly in leash.

**History:** 1919, Act 339, Eff. Aug. 14, 1919;—Am. 1925, Act 322, Eff. Aug. 27, 1925;—CL 1929, 5246;—CL 1948, 287.262;—Am. 1951, Act 173, Imd. Eff. June 8, 1951;—Am. 1969, Act 195, Eff. Mar. 20, 1970.

**287.263 Repealed. 1969, Act 195, Eff. Mar. 20, 1970.**

**Compiler's note:** The repealed section pertained to confinement of dog at night.

**287.264 Supervision and enforcement.**

Sec. 4. The state livestock sanitary commission shall have the general supervision over the licensing and regulation of dogs and the protection of livestock and poultry from dogs, and may employ all proper means for the enforcement of this act and all police officers of the state, county, municipality or township shall be at its disposal for that purpose. An animal control officer or a law enforcement officer of the state shall issue a citation, summons or appearance ticket for a violation of this act.

**History:** 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5248;—CL 1948, 287.264;—Am. 1969, Act 195, Eff. Mar. 20, 1970;—Am. 1972, Act 349, Imd. Eff. Jan. 9, 1973.

### **287.265 Tags, blanks and license forms.**

Sec. 5. It shall be the duty of the state live stock sanitary commission to purchase from time to time, as may be necessary, a sufficient number of tags for the state of Michigan, which tags shall be purchased from such commission by the treasurers of the counties as the same may be needed to comply with the provisions of this act. Such tags shall be sold at cost to the said treasurers. The state treasurer is hereby authorized to advance to the said commission, out of any funds of the state, such sum of money as may be necessary from time to time to pay for the tags so purchased by the state live stock sanitary commission, which sum shall be repaid to the state treasurer from the money collected from the county treasurers in payment for the tags. The said commission is hereby authorized to extend 30 days' credit to any county treasurer for tags so purchased. The commission shall also furnish to each county treasurer, on or before November fifteenth of each year, a book containing proper forms for issuing dog licenses required in his county, together with the necessary blanks for the use of the supervisors and assessors of such county; such books and blanks shall be furnished to said commission by the board of state auditors without cost to said commission. The tags required by this act shall be not more than 1 1/2 inches in length and uniform in shape throughout the state, the general shape of which shall be changed from year to year; such tags shall have impressed upon them the calendar year for which they are issued and shall bear the name of the county issuing them and shall be numbered consecutively.

**History:** 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5249;—CL 1948, 287.265.

### **287.266 Dog licenses; application; resolution; provisions; proof of vaccination.**

Sec. 6. (1) The owner of a dog that is 4 or more months old shall apply to the treasurer of the county or, except as provided in section 14, the treasurer of the township or city where the owner resides, or to the treasurer's authorized agent, for a license for each dog owned or kept by him or her.

(2) Unless the county board of commissioners adopts a resolution under subsection (3), the owner shall apply for a license annually on or before March 1.

(3) The county board of commissioners of a county may adopt a resolution during the 60-day period before the beginning of the county's fiscal year providing when the owner of a dog that is required to be licensed under subsection (1) must apply for a license. Before adopting the resolution, the county board of commissioners shall obtain the county treasurer's written approval of the resolution. Subject to subsection (4), the resolution shall provide for 1 of the following:

(a) That the owner apply for a license by March 1 every year or every third year, at the owner's option.

(b) That the owner apply for a license by June 1 every year.

(c) That the owner apply for a license by June 1 every year or every third year, at the owner's option.

(d) That the owner apply for a license by the last day of the month of the dog's current rabies vaccination, every year.

(e) That the owner apply for a license by the last day of the month of the dog's current rabies vaccination, every third year.

(f) That the owner apply for a license by 1 of the following, at the owner's option:

(i) The last day of the month of the dog's current rabies vaccination every year.

(ii) The last day of the month of the dog's current rabies vaccination, every third year.

(4) A resolution adopted under subsection (3) shall include necessary provisions for conversion to a new licensing schedule. The resolution may extend the effective period of outstanding licenses but shall not shorten the effective period of outstanding licenses or prorate license fees.

(5) The application shall state the breed, sex, age, color, and markings of the dog, and the name and address of the last previous owner. Except as otherwise provided in this subsection, the application for a license shall be accompanied by a valid certificate of a current vaccination for rabies, with a vaccine licensed by the United States department of agriculture, signed by an accredited veterinarian. The certificate for vaccination for rabies shall state the month and year of expiration for the rabies vaccination, in the veterinarian's opinion. If the application for a license is submitted electronically, the owner of the dog is not required to provide a valid certificate of a current vaccination for rabies if the dog was licensed the previous year and the dog's current rabies vaccination on record with the treasurer of the county or, except as provided in section 14, the treasurer of the township or city where the owner resides, or the treasurer's authorized agent, is still valid. A license shall not be issued under subsection (3)(d), (e), or (f) if the dog's current rabies vaccination will expire more than 1 month before the date on which that license would expire. When applying for a license, the owner shall pay the license fee provided for in the county budget. The county board of

commissioners may set license fees in the county budget at a level sufficient to pay all the county's expenses of administering this act as it pertains to dogs. For a spayed or neutered dog, the license fee, if any, shall be set lower than the license fee for a dog that is not spayed or neutered. In addition, the license fee may be set higher for a delinquent application than for a timely application.

(6) If a dog is licensed before it becomes 5 months old and is subsequently spayed or neutered before it becomes 7 months old, the owner of the dog may exchange the license for a license for a spayed or neutered dog and receive a refund for the difference in the cost of the licenses. The owner shall exchange the license before the dog becomes 7 months old.

(7) Subsection (6) applies in a county only if the county board of commissioners adopts a resolution to that effect during the 60-day period before the beginning of the county's fiscal year. Before adopting the resolution, the county board of commissioners shall obtain the county treasurer's written approval of the resolution.

(8) The owner of a dog that is required to be licensed under this section shall keep the dog currently vaccinated against rabies by an accredited veterinarian with a vaccine licensed by the United States department of agriculture.

**History:** 1919, Act 339, Eff. Aug. 14, 1919;—Am. 1925, Act 322, Eff. Aug. 27, 1925;—Am. 1927, Act 53, Eff. Sept. 5, 1927;—CL 1929, 5250;—Am. 1933, Act 79, Imd. Eff. May 19, 1933;—Am. 1935, Act 17, Eff. Sept. 21, 1935;—Am. 1937, Act 47, Imd. Eff. May 18, 1937;—Am. 1947, Act 171, Eff. Oct. 11, 1947;—CL 1948, 287.266;—Am. 1949, Act 35, Eff. Sept. 23, 1949;—Am. 1953, Act 172, Imd. Eff. June 4, 1953;—Am. 1969, Act 195, Eff. Mar. 20, 1970;—Am. 1971, Act 229, Eff. Mar. 30, 1972;—Am. 1998, Act 390, Imd. Eff. Nov. 30, 1998;—Am. 2000, Act 438, Imd. Eff. Jan. 9, 2001;—Am. 2010, Act 18, Imd. Eff. Mar. 18, 2010.

### **287.266a Repealed. 1969, Act 195, Eff. Mar. 20, 1970.**

**Compiler's note:** The repealed section pertained to proof of vaccination for rabies.

### **287.267 Dog license; tag, approval; kept on dog.**

Sec. 7. The county treasurer shall then deliver to said owner a license and also 1 of the tags approved by the director of agriculture, before mentioned, such tag to be affixed to a substantial collar to be furnished by the owner, which with the tag attached, shall at all times be kept on the dog for which the license is issued, except when such dog is engaged in lawful hunting accompanied by its owner or custodian.

**History:** 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5251;—CL 1948, 287.267;—Am. 1951, Act 173, Imd. Eff. June 8, 1951.

### **287.268 Dog license; unlicensed and young dogs; application; fee after certain date.**

Sec. 8. A person who becomes owner of a dog that is 4 or more months old and that is not already licensed shall apply for a license within 30 days. A person who owns a dog that will become 4 months old and that is not already licensed shall apply for a license within 30 days after the dog becomes 4 months old. In a county in which section 6(2) or section 6(3)(a) applies, if a person applies for an annual license under this subsection after July 10 of a calendar year, the license fee shall be 1/2 the fee provided for under section 6.

**History:** 1919, Act 339, Eff. Aug. 14, 1919;—Am. 1925, Act 322, Eff. Aug. 27, 1925;—CL 1929, 5252;—CL 1948, 287.268;—Am. 1998, Act 390, Imd. Eff. Nov. 30, 1998;—Am. 2000, Act 438, Imd. Eff. Jan. 9, 2001.

### **287.269 Dog license; contents.**

Sec. 9. Each dog license issued under this act shall display all of the following:

(a) An expiration date. Subject to section 6(4), the expiration date for a license issued under section 6(2) or 6(3)(b) shall be 1 year after the date on or before which the license was required to be obtained under section 6, and for a license issued under section 6(3)(a) or 6(3)(c) shall be 1 year or 3 years after that date. Subject to section 6(4), the expiration date of a license issued under section 6(3)(d), (e), or (f) shall be the earlier of the following:

- (i) One year or 3 years, as applicable, after the date on which the license was required to be obtained.
- (ii) The expiration date of the dog's rabies vaccination.
- (b) A serial number corresponding to the number on the metal tag furnished to the owner.
- (c) The name of the county issuing the license.
- (d) A full description of the dog licensed.

**History:** 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5253;—CL 1948, 287.269;—Am. 1998, Act 390, Imd. Eff. Nov. 30, 1998;—Am. 2000, Act 438, Imd. Eff. Jan. 9, 2001.

### **287.269a Production of proof of license.**

Sec. 9a. A person who owns or harbors a dog shall produce proof of a valid dog license upon request of a person who is authorized to enforce this act.

**History:** Add. 1972, Act 349, Imd. Eff. Jan. 9, 1973.

### **287.270 “Kennel” defined; kennel license; fee; tags; certificate; rules; inspection; exception.**

Sec. 10. For the purposes of this act, a kennel shall be construed as an establishment wherein or whereon 3 or more dogs are confined and kept for sale, boarding, breeding or training purposes, for remuneration, and a kennel facility shall be so constructed as to prevent the public or stray dogs from obtaining entrance thereto and gaining contact with dogs lodged in the kennel. Any person who keeps or operates a kennel may, in lieu of individual license required under this act, apply to the county treasurer for a kennel license entitling him to keep or operate a kennel. Proof of vaccination of dogs against rabies shall not be required with the application. The license shall be issued by the county treasurer on a form prepared and supplied by the director of the department of agriculture, and shall entitle the licensee to keep any number of dogs 6 months old or over not at any time exceeding a certain number to be specified in the license. The fee to be paid for a kennel license shall be \$10.00 for 10 dogs or less, and \$25.00 for more than 10 dogs. A fee of double the original license fee shall be charged for each previously licensed kennel, whose kennel license is applied for after June 1. With each kennel license the county treasurer shall issue a number of metal tags equal to the number of dogs authorized to be kept in the kennel. All the tags shall bear the name of the county issuing it, the number of the kennel license, and shall be readily distinguishable from the individual license tags for the same year.

The county treasurer or county animal control officer shall not issue a kennel license for a new kennel under the provisions of this act unless the applicant furnishes an inspection certificate signed by the director of the department of agriculture, or his authorized representative, stating that the kennel to be covered by the license complies with the reasonable sanitary requirements of the department of agriculture, and that the dogs therein are properly fed and protected from exposure commensurate with the breed of the dog. The director of the department of agriculture shall promulgate reasonable rules with respect to the inspections in the manner prescribed by law. The inspection shall be made not more than 30 days before filing the application for license. The provisions of this act shall not be effective in the counties of this state that are operating under the provisions of section 16 wherein the board of supervisors have appointed a county animal control officer with certain powers and duties, unless the counties by a resolution duly adopted by the board of supervisors accept the provisions of this act.

**History:** 1919, Act 339, Eff. Aug. 14, 1919;—Am. 1925, Act 322, Eff. Aug. 27, 1925;—CL 1929, 5254;—Am. 1933, Act 79, Imd. Eff. May 19, 1933;—Am. 1945, Act 245, Eff. Sept. 6, 1945;—CL 1948, 287.270;—Am. 1953, Act 172, Imd. Eff. June 4, 1953;—Am. 1969, Act 195, Eff. Mar. 20, 1970;—Am. 1972, Act 349, Imd. Eff. Jan. 9, 1973.

**Administrative rules:** R 285.129.1 of the Michigan Administrative Code.

### **287.270a Repealed. 1969, Act 195, Eff. Mar. 20, 1970.**

**Compiler's note:** The repealed section pertained to vaccination of dog sold by licensed kennel.

### **287.270b Kennel licensing ordinance.**

Sec. 10b. Any city, township or village having in its employment a full-time animal control officer may adopt an ordinance providing for the issuance of kennel licenses by the animal control officer on the same terms, conditions and fees as is provided in section 10. Upon the adoption of the ordinance the city, township or village shall be excepted from the provisions of sections 10 and 11 of this act.

**History:** Add. 1966, Act 132, Eff. Mar. 10, 1967;—Am. 1972, Act 349, Imd. Eff. Jan. 9, 1973.

### **287.271 Rules governing kennel dogs.**

Sec. 11. The licensee of a kennel shall, at all times, keep 1 of such tags attached to a collar on each dog 4 months old or over kept by him under a kennel license. No dog bearing a kennel tag shall be permitted to stray or be taken anywhere outside the limits of the kennel. This section does not prohibit the taking of dogs having a kennel license outside the limits of the kennel temporarily and in leash, nor does it prohibit the taking of such dogs out of the kennel temporarily for the purpose of hunting, breeding, trial or show.

**History:** 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5255;—CL 1948, 287.271.

### **287.272 Lost tags.**

Sec. 12. If any dog tag is lost, it shall be replaced without cost by the county treasurer, upon application by the owner of the dog, and upon production of such license and a sworn statement of the facts regarding the loss of such tag.

**History:** 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5256;—CL 1948, 287.272.

### **287.273 License and tag; transferability.**

Sec. 13. No license or license tag issued for 1 dog shall be transferable to another dog. Whenever the

ownership or possession of any dog is permanently transferred from 1 person to another within the same county, the license of such dog may be likewise transferred, upon notice given to the county treasurer who shall note such transfer upon his record. This act does not require the procurement of a new license, or the transfer of a license already secured, when the possession of a dog is temporarily transferred, for the purpose of hunting game, or for breeding, trial, or show, in the state of Michigan.

**History:** 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5257;—CL 1948, 287.273.

**287.274 Application for license blanks and tags; issuance of dog licenses and tags; fee; return of unused tags, books, and receipts; contents of receipt; paying over money; resolution providing that clerk perform duties of treasurer.**

Sec. 14. (1) Every township or city treasurer shall, on or before December 1 each year, apply to the county treasurer for necessary license blanks and tags for the ensuing year and shall issue dog licenses and tags in a manner prescribed for issuing licenses by the county treasurer. Every township or city treasurer shall receive for the services of licensing dogs a reasonable fee at a rate determined by the county board of commissioners for each dog license issued.

(2) Each township or city treasurer shall not later than March 1 each year, or June 1 each year for a county operating under section 6(3)(b) or (c), return to the county treasurer all unused tags, and the book or books from which dog licenses have been issued, containing receipts properly filled out, and showing the name of the person issued each license and the number of each license issued and a full description of each dog licensed. The township or city treasurer shall on or before March 1 each year, or June 1 each year for a county operating under section 6(3)(b) or (c), pay over all money received for issuing licenses less the amount set by the board of commissioners to be retained by the township or village for each license issued.

(3) A city may, by resolution of its legislative body, provide that its clerk shall perform the duties by this act imposed on the treasurer. Upon the adoption of the resolution, the treasurer of a city is not required to issue licenses under this act but the clerk of the city shall perform, in the manner and under the terms and conditions, and with the same compensation, all of the duties imposed upon city treasurers by this act.

(4) A township treasurer, city treasurer, or city clerk may enter an agreement with the county treasurer for the county treasurer to perform the duties of the township treasurer, city treasurer, or city clerk under this act.

**History:** 1919, Act 339, Eff. Aug. 14, 1919;—Am. 1921, Act 310, Eff. Aug. 18, 1921;—Am. 1925, Act 322, Eff. Aug. 27, 1925;—CL 1929, 5258;—Am. 1933, Act 79, Imd. Eff. May 19, 1933;—Am. 1947, Act 168, Eff. Oct. 11, 1947;—CL 1948, 287.274;—Am. 1977, Act 317, Imd. Eff. Jan. 9, 1978;—Am. 1998, Act 390, Imd. Eff. Nov. 30, 1998;—Am. 2000, Act 438, Imd. Eff. Jan. 9, 2001.

**287.274a Issuance of dog license; information to be provided to dog owner; definitions.**

Sec. 14a. (1) When issuing a dog license pursuant to section 14, a county treasurer, city clerk, city treasurer, township treasurer, or the authorized agent of a city or township treasurer, including, but not limited to, a licensed veterinarian, an animal control shelter, or an animal protection shelter, shall also provide information to the dog owner regarding both of the following:

(a) The availability of microchip implantation and registration for dogs by a licensed veterinarian, an animal control shelter, or an animal protection shelter.

(b) The availability of a statewide tattoo identification registry for dogs maintained by the state department of agriculture.

(2) As used in this section, "animal control shelter" and "animal protection shelter" mean those terms as defined in section 1 of 1969 PA 287, MCL 287.331, and are facilities registered with the state department of agriculture pursuant to section 6 of 1969 PA 287, MCL 287.336.

**History:** Add. 2006, Act 551, Eff. Mar. 30, 2007.

**287.275 County treasurer's record; inspection.**

Sec. 15. The county treasurer shall keep a record of all dog licenses, and all kennel licenses, issued during the year in each city and township in his or her county. Such record shall contain the name and address of the person to whom each license is issued and the expiration date of each license. For an individual license, the record shall also state the breed, sex, age, color, and markings of the dog licensed; and for a kennel license, it shall state the place where the business is conducted. The record is a public record and shall be open to inspection during business hours. The county treasurer shall also keep an accurate record of all license fees collected by the county treasurer or paid over to him or her by any city or township treasurer.

**History:** 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5259;—CL 1948, 287.275;—Am. 1998, Act 390, Imd. Eff. Nov. 30, 1998.

**287.276 Listing of dogs; compensation of supervisor; appointment, duties, and compensation of animal control officer.**

Sec. 16. The supervisor of each township and the assessor of every city, annually, on taking his assessment of property as required by law, may make diligent inquiry as to the number of dogs owned, harbored or kept by all persons in his assessing district; and on or before June 1, make a complete report to the county treasurer, for his county, on a blank form furnished by the director of agriculture, setting forth the name of every owner, or keeper, of any dog, subject to license under this act, how many of each sex are owned by him, and if a kennel license is maintained such fact shall be also stated. Every supervisor or assessor shall receive for his services in listing such dogs at a rate determined by the board of supervisors for each dog so listed, which sums shall be paid out of the general fund of the county. In any city having a population of 5,000 or more, the county board of supervisors may by resolution appoint for a term of 2 years, an animal control officer, who shall perform in and for the city all the duties which this act prescribes for the supervisors of townships, and who shall receive the same compensation as is herein provided for supervisors. The board of supervisors of any county may, by resolution, appoint for the county for a term of 2 years an animal control officer whose duties and compensation shall be such as shall be prescribed by the board of supervisors and who may be delegated the duties required by this section to be performed by the supervisors and assessors without extra compensation.

**History:** 1919, Act 339, Eff. Aug. 14, 1919;—Am. 1925, Act 322, Eff. Aug. 27, 1925;—Am. 1925, Act 327, Imd. Eff. May 26, 1925;—CL 1929, 5260;—Am. 1933, Act 79, Imd. Eff. May 19, 1933;—Am. 1941, Act 278, Eff. Jan. 10, 1942;—Am. 1947, Act 168, Eff. Oct. 11, 1947;—CL 1948, 287.276;—Am. 1967, Act 197, Eff. Nov. 2, 1967;—Am. 1968, Act 38, Eff. Jan. 1, 1969;—Am. 1972, Act 349, Imd. Eff. Jan. 9, 1973.

#### **287.277 Identification and location of unlicensed dogs; public nuisance; list; commencement of proceedings.**

Sec. 17. The county treasurer may, based on records of the dogs actually licensed in each city or township of the county and any report under section 16, identify and locate all unlicensed dogs. A dog required to be licensed under this act that is unlicensed is a public nuisance. The county treasurer shall immediately list all unlicensed dogs identified under this section and shall deliver copies of the list to the prosecuting attorney of the county. Upon receipt of the name of an owner of an unlicensed dog from the county treasurer, the prosecuting attorney shall commence proceedings against the owner of the dog as required by this act.

**History:** 1919, Act 339, Eff. Aug. 14, 1919;—Am. 1925, Act 322, Eff. Aug. 27, 1925;—CL 1929, 5261;—Am. 1933, Act 79, Imd. Eff. May 19, 1933;—CL 1948, 287.277;—Am. 1967, Act 197, Eff. Nov. 2, 1967;—Am. 1968, Act 38, Eff. Jan. 1, 1969;—Am. 1972, Act 349, Imd. Eff. Jan. 9, 1973;—Am. 1998, Act 390, Imd. Eff. Nov. 30, 1998;—Am. 2014, Act 32, Imd. Eff. Mar. 11, 2014.

#### **287.278 Killing of dog molesting wildlife.**

Sec. 18. A law enforcement officer may kill a dog determined to be molesting wildlife and not hunting as defined in this act.

**History:** 1919, Act 339, Eff. Aug. 14, 1919;—Am. 1925, Act 322, Eff. Aug. 27, 1925;—CL 1929, 5262;—CL 1948, 287.278;—Am. 1973, Act 32, Imd. Eff. June 14, 1973.

#### **287.279 Killing of dog pursuing, worrying, or wounding livestock or poultry, or attacking person; damages for trespass; effect of license tag.**

Sec. 19. Any person including a law enforcement officer may kill any dog which he sees in the act of pursuing, worrying, or wounding any livestock or poultry or attacking persons, and there shall be no liability on such person in damages or otherwise, for such killing. Any dog that enters any field or enclosure which is owned by or leased by a person producing livestock or poultry, outside of a city, unaccompanied by his owner or his owner's agent, shall constitute a trespass, and the owner shall be liable in damages. Except as provided in this section, it shall be unlawful for any person, other than a law enforcement officer, to kill or injure or attempt to kill or injure any dog which bears a license tag for the current year.

**History:** 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5263;—CL 1948, 287.279;—Am. 1959, Act 42, Eff. Mar. 19, 1960;—Am. 1973, Act 32, Imd. Eff. June 14, 1973.

#### **287.279a Killing dog or other animal; use of high altitude decompression chamber or electrocution prohibited.**

Sec. 19a. An animal control officer or other person killing a dog or other animal pursuant to the laws of this state shall not use a high altitude decompression chamber or electrocution for that killing.

**History:** Add. 1980, Act 382, Eff. Mar. 31, 1981.

#### **287.280 Loss or damage to livestock or poultry caused by dogs; complaint; examination; summons; proceedings; killing of dog; liability of owner or keeper.**

Sec. 20. If a person sustains any loss or damage to livestock or poultry that is caused by dogs, or if the

livestock of a person is necessarily destroyed because of having been bitten by a dog, the person or his or her agent or attorney may complain to the township supervisor or a township officer or other qualified person designated by the township board of the township in which the damage occurred. The complaint shall be in writing, signed by the person making it, and shall state when, where, what, and how much damage was done, and, if known, by whose dog or dogs. The township supervisor or a township officer or other qualified person designated by the township board shall at once examine the place where the alleged damage was sustained and the livestock or poultry injured or killed, if practicable. He or she shall also examine under oath, or affirmation, any witness called. After making diligent inquiry in relation to the claim, the township supervisor or a township officer or other person designated by the township board shall determine whether damage has been sustained and the amount of that damage, and, if possible, who was the owner of the dog or dogs that did the damage. If during the course of the proceedings the owner of the dog causing the loss or damage to the livestock becomes known, the township supervisor or a township officer or other person designated by the township board shall request the district court judge to immediately issue a summons against the owner commanding him or her to appear before the township supervisor or township officer or other person designated by the township board and show cause why the dog should not be killed. The summons may be served anyplace within the county in which the damage occurred, and shall be made returnable not less than 2 nor more than 6 days from the date stated in the summons and shall be served at least 2 days before the time of appearance mentioned in the summons. Upon the return day fixed in the summons the township supervisor or township officer or other person designated by the township board shall proceed to determine whether the loss or damage to the livestock was caused by the dog, and if so he or she shall immediately notify the sheriff or the animal control officer of the county of that fact and upon notification the sheriff or the animal control officer shall kill the dog wherever found. Any owner or keeper of the dog or dogs shall be liable to the county in a civil action for all damages and costs paid by the county on any claim as provided in this section.

**History:** 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5264;—Am. 1937, Act 47, Imd. Eff. May 18, 1937;—CL 1948, 287.280;—Am. 1968, Act 38, Eff. Jan. 1, 1969;—Am. 1972, Act 349, Imd. Eff. Jan. 9, 1973;—Am. 1989, Act 45, Imd. Eff. June 12, 1989.

#### **287.281 Report of examination.**

Sec. 21. If after making the examination required in section 20, the township supervisor or other person designated by the township board has determined that damage has been sustained by the complainant, the township supervisor or other person designated by the township board, upon payment to him or her of his or her costs up to that time by the complainant, shall deliver a report of the examination and all papers relating to the case to the county board of commissioners of the county in which the loss was sustained. The report shall be filed in the office of the county board of commissioners. If the complainant has not paid the costs, the township supervisor or other person designated by the township board shall state that fact in the report and the amount of the unpaid costs.

**History:** 1919, Act 339, Eff. Aug. 14, 1919;—Am. 1929, Act 131, Eff. Aug. 28, 1929;—CL 1929, 5265;—CL 1948, 287.281;—Am. 1980, Act 223, Imd. Eff. July 18, 1980.

#### **287.282 Damage to livestock or poultry by dogs; fees of justice, inclusion in damages.**

Sec. 22. Justices of the peace, for the services rendered under this act, shall receive \$4.00 for each case, and 10 cents per mile for each mile traveled, to be paid by the claimant in each case. In all cases where damages are awarded, the fees paid by claimants shall be included in the amount of such damages.

**History:** 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5266;—CL 1948, 287.282;—Am. 1958, Act 26, Eff. Sept. 13, 1958.

#### **287.283 Payment for amount of loss or damage; costs; investigation.**

Sec. 23. (1) When the county board of commissioners of the county receives a report of the township supervisor or other person designated by the township board pursuant to section 21, if it appears from the report that a certain amount of damage has been sustained by the claimant, the county board of commissioners shall immediately draw their order on the treasurer of the county in favor of the claimant for the amount of loss or damage which the claimant has sustained, together with all necessary and proper costs incurred. If the claim filed with the board appears from the report filed to be illegal or unjust, the board may make an investigation of the case and make its award accordingly.

(2) An amount awarded pursuant to this section shall be paid by the county out of its general fund. A payment shall not be made for any item which has already been paid by the owner of the dog or dogs doing the injury. If a payment is made by the county for any livestock or poultry bitten by a dog or dogs, the payment shall not exceed the amount allowed by the county board of commissioners.

**History:** 1919, Act 339, Eff. Aug. 14, 1919;—Am. 1925, Act 31, Eff. Aug. 27, 1925;—Am. 1927, Act 52, Eff. Sept. 5, 1927;—Am. 1929, Act 131, Eff. Aug. 28, 1929;—CL 1929, 5267;—Am. 1931, Act 286, Eff. Sept. 18, 1931;—Am. 1945, Act 233, Eff. Sept. 6, 1945;

—CL 1948, 287.283;—Am. 1980, Act 223, Imd. Eff. July 18, 1980.

**287.284 Board of county auditors; duties.**

Sec. 24. In a county having a board of county auditors, that board shall receive, audit, and determine all claims for damages under this act, and when a claim is found to be legal and just, the board of county auditors shall order its payment out of the general fund of the county. A township supervisor or other person designated by the township board in a county having a board of county auditors shall deliver the report of investigation under this act to the board of county auditors.

**History:** 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5268;—CL 1948, 287.284;—Am. 1980, Act 223, Imd. Eff. July 18, 1980.

**287.285 Saving clause; disposition of dog fund; expense of dog department in cities, payment.**

Sec. 25. Any valid claims for loss or damage to live stock which have accrued under any general or local laws, prior to the taking effect of this act, shall not abate by reason of the repeal of such laws by the operation of this act, but all such claims, and all claims arising under this act and all expense incurred in any county in enforcing the provisions of this act shall be paid out of the general fund of the county. At the time this act takes effect, all moneys then in the “dog fund” in the hands of township or city treasurers, derived from the taxation of dogs under existing laws, shall be turned into the county general fund: Provided, In all cities having a well regulated dog department, the reasonable expense of maintaining the same, shall be borne by said county, duly audited by the board of supervisors, and in any county having a board of county auditors, said board of county auditors shall audit said reasonable bills, to be paid out of the general fund of the county.

**History:** 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5269;—CL 1948, 287.285.

**287.286 Penalties; disposition of fines.**

Sec. 26. Any person or police officer, violating or failing or refusing to comply with any of the provisions of this act shall be guilty of a misdemeanor and upon conviction shall pay a fine not less than \$10.00 nor more than \$100.00, or shall be imprisoned in the county jail for not exceeding 3 months, or both such fine and imprisonment. Any person presenting a false claim, knowing it to be false, or receiving any money on such false claim, shall be guilty of a misdemeanor and upon conviction, shall pay a fine of not less than \$10.00 nor more than \$100.00, or shall be imprisoned in the county jail for not exceeding 3 months, or both such fine and imprisonment. All fines collected under the provisions of this act shall be paid to the treasurer of the county to be credited to the library fund of the county.

**History:** 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5270;—CL 1948, 287.286;—Am. 1969, Act 195, Eff. Mar. 20, 1970.

**287.286a Sworn complaint; contents; issuance of summons; hearing; order; penalty for disobedience; costs; audit and payment of claims.**

Sec. 26a. (1) A district court magistrate or the district or common pleas court shall issue a summons similar to the summons provided for in section 20 to show cause why a dog should not be killed, upon a sworn complaint that any of the following exist:

(a) After January 10 and before June 15 in each year a dog over 6 months old is running at large unaccompanied by its owner or is engaged in lawful hunting and is not under the reasonable control of its owner without a license attached to the collar of the dog.

(b) A dog, licensed or unlicensed, has destroyed property or habitually causes damage by trespassing on the property of a person who is not the owner.

(c) A dog, licensed or unlicensed, has attacked or bitten a person.

(d) A dog has shown vicious habits or has molested a person when lawfully on the public highway.

(e) A dog duly licensed and wearing a license tag has run at large contrary to this act.

(2) After a hearing the district court magistrate or the district or common pleas court may either order the dog killed, or confined to the premises of the owner. If the owner disobeys this order the owner may be punished under section 26. Costs as in a civil case shall be taxed against the owner of the dog, and collected by the county. The county board of commissioners shall audit and pay claims for services of officers rendered pursuant to this section, unless the claims are paid by the owner of the dog.

**History:** Add. 1927, Act 114, Eff. Sept. 5, 1927;—CL 1929, 5271;—CL 1948, 287.286a;—Am. 1977, Act 261, Imd. Eff. Dec. 8, 1977.

**287.286b Penalty for stealing or confining licensed dog.**

Sec. 26b. Any person who shall steal, or confine and secrete any dog licensed under this act or kept under a kennel license, unless legally authorized to do so, or unless such confining be justifiable in the protection of

person, property or game, shall be guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine of not less than \$50.00 nor more than \$100.00, or imprisonment in the county jail for not less than 60 nor more than 90 days, or both in the discretion of the court.

**History:** Add. 1939, Act 17, Eff. Sept. 29, 1939;—CL 1948, 287.286b.

#### **287.287 Recovery of value of dog illegally killed.**

Sec. 27. Nothing in this act shall be construed to prevent the owner of a licensed dog from recovery, by action at law, from any police officer or other person, the value of any dog illegally killed by such police officer or other person.

**History:** 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5272;—CL 1948, 287.287.

#### **287.288 Common law liability.**

Sec. 28. Nothing in this act contained shall be construed as limiting the common law liability of the owner of a dog for damages committed by it.

**History:** 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5273;—CL 1948, 287.288.

#### **287.289 Dogs imported temporarily.**

Sec. 29. None of the provisions of this act shall be construed to require the licensing of any dog imported into this state, for a period not exceeding 30 days, for show, trial, breeding or hunting purposes.

**History:** 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5274;—CL 1948, 287.289.

#### **287.289a Animal control agency; establishment; employees; jurisdiction; contents of animal control ordinance.**

Sec. 29a. The board of county commissioners by ordinance may establish an animal control agency which shall employ at least 1 animal control officer. The board of county commissioners may assign the animal control agency to any existing county department. The animal control agency shall have jurisdiction to enforce this act in any city, village or township which does not have an animal control ordinance. The county's animal control ordinance shall provide for animal control programs, facilities, personnel and necessary expenses incurred in animal control. The ordinance is subject to sections 6 and 30.

**History:** Add. 1972, Act 349, Imd. Eff. Jan. 9, 1973.

#### **287.289b County animal control officers; employment standards.**

Sec. 29b. (1) The board of county commissioners shall adopt minimum employment standards relative to the recruitment, selection and appointment of animal control officers. The minimum standards shall include:

(a) Requirements for physical, educational, mental and moral fitness.

(b) A minimum course of study of not less than 100 instructional hours as prescribed by the department of agriculture.

(2) Subdivision (b) shall not apply if the animal control officer is a police officer or has served at least 3 years as an animal control officer.

**History:** Add. 1972, Act 349, Imd. Eff. Jan. 9, 1973.

#### **287.289c Municipal animal control officers; employment standards.**

Sec. 29c. Any city, village or township adopting or having adopted an animal control ordinance shall provide in the ordinance that the minimum employment standards relative to the recruitment, selection and appointment of animal control officers shall at least equal the minimum standards set forth in section 29b.

**History:** Add. 1972, Act 349, Imd. Eff. Jan. 9, 1973.

#### **287.290 Municipal animal control ordinances; certificate of vaccination.**

Sec. 30. A city, village or township by action of its governing body may adopt an animal control ordinance to regulate the licensing, payment of claims and providing for the enforcement thereof. A city, village, county or township adopting a dog licensing ordinance or ordinances shall also require that such application for a license, except kennel licenses, shall be accompanied by proof of vaccination of the dog for rabies by a valid certificate of vaccination for rabies, with a vaccine licensed by the United States department of agriculture, signed by an accredited veterinarian.

**History:** 1919, Act 339, Eff. Aug. 14, 1919;—Am. 1921, Act 310, Eff. Aug. 18, 1921;—Am. 1929, Act 329, Eff. Aug. 28, 1929;—CL 1929, 5275;—Am. 1933, Act 189, Imd. Eff. June 28, 1933;—Am. 1941, Act 288, Eff. Jan. 10, 1942;—Am. 1943, Act 209, Imd. Eff. Apr. 17, 1943;—CL 1948, 287.290;—Am. 1949, Act 22, Eff. Sept. 23, 1949;—Am. 1952, Act 125, Eff. Sept. 18, 1952;—Am. 1953, Act 172, Imd. Eff. June 4, 1953;—Am. 1959, Act 211, Eff. Mar. 19, 1960;—Am. 1969, Act 195, Eff. Mar. 20, 1970;—Am. 1971, Act 229, Eff. Mar. 30, 1972;—Am. 1972, Act 349, Imd. Eff. Jan. 9, 1973.

Rendered Tuesday, June 3, 2014

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Michigan Compiled Laws Complete Through PA 129 of 2014



## CITY OF MOUNT CLEMENS IT ASSESSMENT AND PLANNING

June 9, 2014

Ms. Marilyn Dlugie  
City of Mount Clemens  
One Crocker Boulevard  
Mount Clemens, MI 48043

Dear Ms. Dlugie,

It was a pleasure meeting you all last week.

Please accept this as our proposal for your upcoming Server, Voice and Data Center migration. As you may recall, we are very familiar with the Macomb County technical systems, network, server farm and storage arrays. We can leverage this knowledge and experience for the City's benefit.

Based on our current understanding of your IT needs, we are proposing a 3 phase approach:

- Discovery/Assessment
- Migration Planning
- Implementation

Because we will not know the amount of effort to actually Implement any plan, this proposal would include the Discovery/Assessment and Migration Planning. An Implementation Plan and proposal will be provided post-assessment.

Please feel free to contact me for any further information.

Sincerely,

Thomas A. Giachino  
Metro Technology Services IT, Inc.



Metro Technology Services IT, Inc.

59 North Walnut Street, Suite 202

Mount Clemens, MI 48043

586-203-8423





# CITY OF MOUNT CLEMENS IT ASSESSMENT AND PLANNING

## PHASE I - DISCOVERY/ASSESSMENT

Metro Technology Services will assess the current status of Data, Voice and application systems.

### Key Tasks include:

- Identify current state of Infrastructure
- Identify all applications and versions of software
- Identify Voice requirements
- Documentation of all of the above

### **Estimated Hours:** 60 Hours

Tom Giachino—\$100.00 per hour x 10 hours—\$1000.00\*

Andy Tereck—\$80.00 per hour x 50 hours—\$4000.00\*

## PHASE II - PLANNING

Metro Technology Services will make recommendations for a potential migration to Macomb Counties data centers.

### Key Tasks include:

- Project Planning
- Migration Planning for Legacy Software/Systems
- Project Schedules
- Prepare Budgets

### **Estimated Hours:** 60 Hours

Tom Giachino—\$100.00 per hour x 10 hours—\$1000.00\*

Andy Tereck—\$80.00 Per hour x 50 hours—\$4000.00\*

## PHASE III - IMPLEMENTATION

Metro Technology Services will provide Management to oversee the above project plan. Hours to be estimated post-assessment.

\*Only actual hours will be tracked and billed.



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