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# A G E N D A

## CITY COMMISSION MEETING

Monday, November 16, 2015

7:00 PM

1. Call to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Announcements, Acknowledgments and Communications and Reports.  
  
Presentation of the 2015 Fiscal Year End Audit Report by Plante & Moran.
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 - Discussion of City Commission Vacancy.  
  
9-B - Request Approval to Enter into an Agreement with Simple Adventures, LLC, for the Use of City Premises for the Purpose of Paddlesport Rentals.  
  
9-C - Approve Purchases and Payment of Invoices.
10. Consent Agenda.  
  
10-A - Approval of the 2015 Fiscal Year End Audit Report from Plante & Moran.

10-B - Request to Close and Utilize Terry Street as a Staging Area for the Construction of the Macomb County Parking Structure at One South Main Street.

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 – November 16, 2015**

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

1. College Park Industries Industrial Development District (IDD) Request

College Park Industries, a new addition to the property owner/business community, had initially requested consideration of the establishment of an IDD for their business. After further review with our City Assessor, College Park Industries has withdrawn their request.

We look forward with excitement to College Park Industries opening their new facility in Mount Clemens!

2. Sidewalk Update

Our concrete contractor is in town with a limited crew. City staff continues to interact with the contractor to get sidewalk as well as other concrete work accomplished before the end of this season. There are issues related to weather deadlines for concrete work that we are concerned about so we are in close contact with the contractor.

3. Church Street Inquiry

Church Street is the City's responsibility and the road is in need of repair. In fact, a project which will improve this road through sectional concrete patching is slated for June, 2016. This project is part of, and funded through, the Transportation Improvement Program (TIP) which is coordinated through SEMCOG.

4. Concerns About Liquor Licenses

There was a concern raised about an article in The Macomb Daily that referenced a website listing "The Drunkest Cities" in Michigan. Mount Clemens was included in the listing. Here are a few points on this.

First, I question the website's analysis. The article based ratings on the number of liquor licenses per capita and the divorce rate under the theory that divorces are related to drinking. No real data analysis was provided.

Second, the business districts of urban cores typically have an entertainment component. Mount Clemens is the Downtown, urban core of Macomb County and as such has an entertainment component including businesses with liquor licenses. That is not something to be surprised, nor embarrassed, by.

Third, Mount Clemens is fortunate to be home to many types of businesses. We have a large number of high tech businesses (see the above reference to College Park Industries which is planning to launch a new manufacturing facility for prosthetics), the headquarters of a major vision services operation (SVS Vision), shopping destinations, etc. Businesses with liquor licenses are just one of the uses in our diverse business community and we are proud of that diversity.

## CITY COMMISSION MEETING

County of Macomb  
State of Michigan

November 2, 2015  
Commission Chambers

A regular meeting of the Mount Clemens City Commission was held on Monday, November 2, 2015, at 7:00 p.m. The meeting was held in the Commission Chambers of the Municipal Building, One Crocker Boulevard, Mount Clemens, Michigan. Present at this meeting were Mayor Barb Dempsey and Commissioners Roger Bunton, Ronald Campbell, Lois Hill, Denise Mentzer and Joseph Rheker. Also in attendance were Steven Brown, City Manager, Michael Murray, City Attorney and Lisa Borgacz, City Clerk.

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

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

Commissioner Hill presented a proclamation to Mr. John Farah for his years of service to the City of Mount Clemens Retirement System Board of Trustees.

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

Commissioner Hill made a motion, supported by Commissioner Bunton, to approve the agenda as presented. The motion passed unanimously.

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

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

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

Commissioner Bunton made a motion, supported by Commissioner Hill, to approve the minutes of the City Commission regular meeting of October 19, 2015, as presented. The motion passed unanimously.

### **SECOND PUBLIC HEARING FOR THE DOWNTOWN MAINTENANCE PROGRAM WAS CONSIDERED, ITEM 9-A.**

Commissioner Bunton made a motion, supported by Commissioner Hill, to open the second public hearing for the Downtown Maintenance Program. The motion passed unanimously.

The public hearing opened at 7:25 p.m.

Comments were received from the following:

Gloria Haller, 260 Cass Avenue  
John VanCamp, 50 N. Walnut  
Michelle Weiss, Downtown Development Authority

November 2, 2015

Commissioner Rheker made a motion, supported by Commissioner Campbell, to close the second public hearing for the Downtown Maintenance Program.

The public hearing closed at 7:44 p.m.

Commissioner Bunton made a motion, supported by Commissioner Hill, to confirm the Special Assessment Roll No. 16-01 for the Downtown Maintenance Program. The motion passed unanimously.

**REQUEST APPROVAL OF THE 41B DISTRICT COURT 2016 BUDGET WAS CONSIDERED, ITEM 9-B.**

Commissioner Mentzer made a motion, supported by Commissioner Bunton, to approve the 41B District Court 2016 Budget. The motion passed unanimously.

**CONFIRMATION OF CITY MANAGER'S APPOINTMENT OF HUMAN RESOURCES DIRECTOR WAS CONSIDERED, ITEM 9-C.**

Commissioner Bunton made a motion, supported by Commissioner Hill, to confirm the City Manager's appointment of Jaynmarie C. Hubanks to the position of Human Resources Director effective November 3, 2015.

The vote on the motion was:

Ayes: Rheker, Bunton, Hill

Nays: Campbell, Dempsey, Mentzer

The motion failed.

**ADOPTION OF RESOLUTION ESTABLISHING MORATORIUM REGARDING THE ESTABLISHMENT OF BUSINESSES ENGAGED IN DISPENSATION OR DISTRIBUTION OF MEDICAL MARIJUANA WAS CONSIDERED, ITEM 9-D.**

Commissioner Hill made a motion, supported by Commissioner Bunton, to adopt the attached resolution establishing a moratorium regarding establishment of businesses engaged in the dispensation or distribution of medical marijuana. The motion passed unanimously.

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

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

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

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

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

November 2, 2015

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

The meeting was adjourned at 8:28 p.m.

Respectfully submitted,

---

Barb Dempsey, Mayor

---

Lisa Borgacz, City Clerk

## CITY COMMISSION MEETING

County of Macomb  
State of Michigan

November 9, 2015  
Commission Chambers

A special organizational meeting of the Mount Clemens City Commission was held on Monday, November 9, 2015, at 6:00 p.m. The meeting was held in the Commission Chambers of the Municipal Building, One Crocker Boulevard, Mount Clemens, Michigan. Present at this meeting were Mayor Barb Dempsey and Commissioners Roger Bunton, Ronald Campbell, Lois Hill, Laura Kropp and Denise Mentzer. Also in attendance were Steven Brown, City Manager, Michael Murray, City Attorney and Lisa Borgacz, City Clerk.

The meeting was called to order at 6:00 p.m.

### **THE ADOPTION OF THE AGENDA WAS CONSIDERED, ITEM 4.**

Commissioner Hill made a motion, supported by Commissioner Bunton, to approve the agenda as presented. The motion passed unanimously.

### **PUBLIC PARTICIPATION WAS CONDUCTED, ITEM 5.**

### **ELECTION OF MAYOR PRO-TEMPORE WAS CONSIDERED, ITEM 6-A.**

The City Commission voted by paper ballot for the position of Mayor Pro-Tempore. The results of the vote are as follows:

Commissioner Bunton voted for Commissioner Bunton  
Commissioner Campbell voted for Commissioner Campbell  
Commissioner Hill voted for Commissioner Bunton  
Commissioner Kropp voted for Commissioner Campbell  
Commissioner Mentzer voted for Commissioner Campbell  
Mayor Dempsey voted for Commissioner Bunton

Given a tie vote, a second vote by paper ballot was taken. The results of the second vote are as follows:

Commissioner Bunton voted for Commissioner Bunton  
Commissioner Campbell voted for Commissioner Campbell  
Commissioner Hill voted for Commissioner Bunton  
Commissioner Kropp voted for Commissioner Campbell  
Commissioner Mentzer voted for Commissioner Campbell  
Mayor Dempsey voted for Commissioner Bunton

The vote was tied.

Commissioner Bunton made a motion, supported by Commissioner Campbell, to postpone the Election of Mayor Pro-Tempore until the vacant Commission seat is filled. The motion passed unanimously.

November 9, 2015

**REVIEW OF RULES AND PROCEDURES OF THE MOUNT CLEMENS CITY COMMISSION WAS CONSIDERED, ITEM 6-B.**

Commissioner Bunton made a motion, supported by Commissioner Hill, to approve the resolution as presented. The motion passed unanimously.

**COMMISSIONERS' COMMENTS WERE RECEIVED, ITEM 7.**

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

The meeting was adjourned at 6:30 p.m.

Respectfully submitted,

---

Barb Dempsey, Mayor

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Lisa Borgacz, City Clerk

**EXPLANATION OF AGENDA – November 16, 2015**

**Agenda Item No. 9-A**

**Discussion of City Commission Vacancy**

At this time, it would be appropriate for the City Commission to discuss filling the vacancy which was created by the resignation of Commissioner Gary Blash effective August 3, 2015.

As per City Charter 10.109 – Sec. 73, any vacancy which occurs in the commission shall be filled by a majority vote of the remaining members of the commission. The appointed commissioner will hold office for any balance of the unexpired original term of the vacant seat. Commissioner Blash’s term will expire in November, 2017.

If the vacancy in the office of commissioner is not filled within 60 days, the vacancy shall be filled for the respective unexpired term at a special election. I would recommend holding that special election at the State Primary Election scheduled for August 2, 2016, which would allow candidates ample time to meet the required filing deadlines.

City Manager Brown has provided a suggested timeline for this process.

**SUBMITTED BY:** Lisa Borgacz, City Clerk

**RECOMMENDED MOTION:** To discuss the guidelines for filling the City Commission vacancy.



One Crocker Boulevard  
Mount Clemens, MI 48043  
Phone: 586-469-6818 Fax: 586-469-6273  
[www.cityofmountclemens.com](http://www.cityofmountclemens.com)

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**CITY MANAGER INTEROFFICE MEMORANDUM**

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DATE: November 12, 2015  
TO: Mayor & Commission  
FROM: Steve Brown  
RE: Commission Vacancy Process

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As you know, the City Commission had a vacancy created by the July 27, 2015 resignation of Commissioner Gary Blash which was accepted by the Commission on August 3, 2015. Per an exhaustive review of the process for filling this vacancy, it was determined that the prior Commission could not appoint someone before the November 3, 2015 City Election nor could someone run for the vacancy in said election. This leaves a vacancy to be filled by a new Commission appointment at this time.

Per the Charter, the Commission has 60 days from November 9, 2015, the date the new Commission was sworn in, to fill this vacancy. The deadline for Commission appointment would then be January 8, 2016.

In consultation with the City Attorney and Clerk, I have put together the following timeline:

- Establish a deadline of Friday, December 4, 2015 for the acceptance of applications for the vacancy
- Publicize the acceptance of applications via reports at Commission meetings, our website and the Sunday, November 22, 2015 Macomb Daily
- Place a December 7, 2015 agenda item before the Commission for all applicants to introduce themselves to the Commission at that meeting (this will be previously covered in the website announcement and by the Clerk's office for anyone who calls in to inquire about the vacancy)
- Depending on Commission preference, look at whether to schedule a Special Meeting for formal interviews between the meetings of December 7<sup>th</sup> and December 21<sup>st</sup>
- Place a December 21, 2015 agenda item before Commission to appoint someone to the vacancy
- If necessary, place the appointment before the Commission again at the January 4, 2016 meeting

If no appointment is made by January 8, 2016, a Special Election would be held in August, 2016 to fill the vacancy. As you can see, the 60 day deadline requires prompt action and timely, consistent follow through by the Commission. Please let me know if you have any questions.

**EXPLANATION OF AGENDA – November 16, 2015**

**Agenda Item No. 9-B**

**Request Approval to Enter into an Agreement with Simple Adventures, LLC, for the Use of City Premises for the Purpose of Paddlesport Rentals**

On October 27, 2015, the Harbor Commission made a recommendation that the City enter into a Concession Agreement with Simple Adventures, LLC. The enclosed Concession Agreement would run from January 1, 2016 through December 31, 2016. In lieu of rental paid to the City, the contractor will be responsible for any maintenance and cleaning of restrooms, subject to review and approval by the City. This agreement can be terminated by either party with 30 days written notice.

**SUBMITTED BY:** Brian L. Tingley  
Community Development Director

**RECOMMENDED MOTION:** Approve the Agreement for the use of City premises for paddlesport rentals between the City of Mount Clemens and Simple Adventures, LLC; and to authorize the Mayor and City Clerk to execute the same.

## **CONCESSION AGREEMENT FOR PADDLESPORT RENTALS**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, between the **CITY OF MOUNT CLEMENS**, a Michigan Municipal Corporation, whose address is One Crocker Boulevard, Mount Clemens, MI 48043, hereinafter referred to as "*City*", and **Simple Adventures**, a Michigan Limited Liability Company, whose address is 37743 Spring Lane, Farmington Hills, MI 48331, hereinafter referred to as "*Contractor*".

**WITNESSETH:** That the City, for and in consideration of the covenants and agreements hereinafter contained and made on the part of the Contractor, does hereby contract with Contractor for use by Contractor, the premises known and described as:

**Mount Clemens Municipal Marina Bath House, located off Northbound Gratiot Avenue, in downtown Mount Clemens, Michigan 48043; and**

**Mount Clemens MacArthur Park, located at North River Road and Jones Street along the banks of the Clinton River in Mount Clemens, Michigan 48043; and**

**Mount Clemens Shadyside Park, located off Clinton River Drive, east of Northbound Gratiot along the banks of the Clinton River in Mount Clemens, Michigan 48043.**

to be used explicitly for:

**Providing Canoes, Kayaks, Standup Paddleboards, and other paddlesport equipment, including all associated safety and paddling equipment, for rent to park visitors, by Contractor staff, and the sale of prepackaged food and beverages incidental thereto.**

The term of this Agreement shall be one season, commencing January 1, 2016 and expiring on December 31, 2016.

**NOW, THEREFORE, in consideration of the foregoing covenants and agreements, the parties HEREBY AGREE as follows:**

**1. Payment and Term.**

a. In lieu of monthly rent, Contractor shall provide and pay for exterior and landscaping improvements to the premises. Provided, however, all such improvements shall be reviewed and approved by City prior to commencement of the same.

b. Both parties agree that Contractor will collect all rental monies and provide documentation of the same to City upon written request.

c. On or before the 15<sup>th</sup> of each and every month during the term of this Agreement, the Contractor will furnish the City a report stating the number of rentals for the previous month if rentals occurred.

## **2. City Responsibilities.**

a. City will supply the use of the Bath House located in the Mount Clemens Municipal Marina as a take-out location for Contractor services.

b. City will provide Contractor with keys to access Bath House and the restrooms located therein.

c. The City, in its sole discretion, may open Restrooms for public use. In the event the City elects to do so, Paragraph 3(g) shall apply.

## **3. Contractor Responsibilities.**

a. Contractor will handle the day-to-day rentals of vessels.

b. Contractor will supply U.S. Coast Guard approved personal floatation devices (PFD's) equal to the maximum authorized capacity of the watercraft.

c. Contractor will supply paddles and other equipment deemed appropriate.

d. Contractor is responsible for maintenance and/or replacement of all equipment and will provide City with proof of yearly safety inspections for the same and be solely responsible for costs of the same.

e. Contractor agrees to remove all equipment from the exterior of the premises at the end of each work day.

f. Contractor agrees to remove any business related refuse and/or debris from the premises at the conclusion of each work day.

g. Contractor shall be responsible for maintenance and cleaning of restrooms.

h. Contractor shall follow the City's ordinance 20.017, prohibiting alcohol possession and consumption on City property, unless approved by the City Commission.

**4. Liability.** Contractor is required to provide proof of the minimum levels of insurance coverage as hereinafter set forth on Exhibit "A" attached hereto and made a part hereof by reference. The purpose of this coverage shall be to protect the City from claims which may arise as a result of this Agreement.

Contractor hereby releases, waives, discharges and covenants not to sue, the City, officers, officials, employees and agents, from any and all liability to Contractor, its officers, employees and agents for all losses, injury, death or damage, and any claims or demands therefore, on account of injury to person or property, or resulting in death of Contractor, its

officers, employees or agents, whether caused by the City, its officers, officials, employees or agents, in reference to the activities of this Agreement.

Insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductibility amounts for any of the required policies must be approved by the City.

The City reserves the right to reject insurance written by an insurer the City deems unacceptable.

Before starting work or services, Contractor must provide and maintain during the term of this Agreement and any renewal thereof, certificate(s) of insurance verifying insurance coverage. All such certificate(s) are to be prepared and submitted by the Insurance Carrier and not by the Contractor. All such certificate(s) shall contain a provision indicating that coverages afforded under the policies will not be cancelled or materially changed without thirty (30) days written notice having been given to City. Such insurance must include as an additional insured: **“The City of Mount Clemens, including all elected and appointed officials and employees and all other individuals working on behalf of the City are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City of Mount Clemens”**.

**5. Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless City and its officers, officials, employees and agents from and against all claims, damages, losses in full and/or in part by any negligent act or omission of the Contractor, any sub-contractor, any person directly or indirectly employed by any of them, or any person for whose acts any of them may be liable (including taxes) and all related costs and expenses (including reasonable attorney fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against City or any of its officers, officials, employees and agents, by any officer, employee or agent of the Contractor, or any sub-contractor, any person directly or indirectly employed by any of them, or any person for whose acts any of them may be liable, the indemnification's obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any sub-contractor under workers or workmens compensation acts, disability benefit acts or other employee benefit acts.

The duty to indemnify will continue in full force and effect notwithstanding the expiration or termination of this Agreement.

**6. Subcontract.** The Contractor shall not assign this Agreement or sublet the premises or any part thereof, without the prior written consent of the City.

**7. Act of God.** Whenever as a result of any cause beyond the City's control (such as fire, flood, windstorm or other act of God; law order or regulation of any governmental agencies; or

inability to secure people, materials or transportation as a result of any war), Contractor is prevented from complying with any obligation of this Agreement, the City shall not be liable for any damages of forfeiture of this Agreement and in that event, at the option of the City this contract shall terminate and each party hereto shall be released from further obligation hereunder.

**8. Independent Contractor.** It is expressly understood and agreed that Contractor, its officers, employees and agents, is an independent contractor for all purposes under the terms of this Agreement, and it is not intended to be an agent, servant, employee, partner or appointee of the City.

**9. Termination.** This Agreement may be terminated by either party at any time upon providing the other party with thirty (30) days prior written notice of voluntary termination. Any such voluntary termination of this Agreement shall terminate the rights and obligations of each of the parties hereto.

**10. Miscellaneous.**

a. In the event any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall be unaffected and shall remain in full force and effect and such invalid or unenforceable provision shall be severed in whole or in part.

b. This agreement shall be construed and enforced in accordance with the laws of the State of Michigan.

c. The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective successors, representatives and assigns. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreements, whether oral or written, and the same may not be modified or amended, except by written agreement of the parties.

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

City:

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

By: \_\_\_\_\_  
Barb Dempsey, Mayor

By: \_\_\_\_\_  
Lisa Borgacz, Clerk

Contractor:

**SIMPLE ADVENTURES,** a Michigan  
Limited Liability Company  
“Contractor”

By: \_\_\_\_\_  
Its: Member

## Exhibit "A"

### INSURANCE REQUIREMENTS

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

- a. Workers Compensation Insurance in accordance with all applicable statutes of the State of Michigan. Coverage shall include Employers Liability Coverage.
- b. Commercial General Liability Insurance on an "Occurrence" basis with limits of liability not less than \$1,000,000.00 (as stated above level of hazard) per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage.
- c. Motor Vehicle Liability Coverage, including Michigan No-Fault Coverage with limits of liability not less than \$500,000.00 per occurrence combined single limit bodily injury and property damage for all vehicles used in the performance of the contract. The City reserves the right to require specific limits of coverage if the contract involves the use of a motor vehicle for other than transportation to the work site.
- d. Additional Insured. Commercial General Liability Insurance as described above shall include an endorsement stating the following shall be an additional insured: **"The City of Mount Clemens, including all elected and appointed officials and employees and all other individuals working on behalf of the City are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City of Mount Clemens."**
- e. Cancellation Notice. Workers Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance as described above shall include an endorsement stating that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to:  

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



Email: [rentals@simpleadventures.net](mailto:rentals@simpleadventures.net)  
 Phone: (586) 533 - 0141

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## About Simple Adventures

Simple Adventures is a locally owned and operated business based out of St. Clair Shores, Michigan. We have now expanded to offer 3 home locations that span from Walter and Mary Burke Park in New Baltimore all the way down to Grosse Pointe Farms Pier Park. Our favorite adventure is Harsen's Island.

We've partnered with the [Clinton River Watershed Council](#) and [Six Rivers Regional Land and Conservatory Regional Land](#) to offer our customers access to the Clinton River, and with the No Child Left Inside Coalition of Michigan to encourage families to get outside and get kayaking! We've also partnered up with the Lake St Clair Metropark and the DNR of Michigan to provide an "Intro to Kayaking" course as a part of the Recreation 101 program.

Our boats are inspected regularly by the Macomb County Sheriff's Marine Division, and we are dedicated to providing our customers with a fun and safe way to explore the beauty of our local community.

Our staff is CPR and First Aid Certified and are working in coordination with the American Canoe Association.





**NOW HIRING!!!**

We are looking for individuals 18 years or older.  
Please contact rentals@simpleadventures.net if interested.

Like 126 people like this. Be the first of your friends.  
Email: rentals@simpleadventures.net  
Phone: (586) 533 - 0141

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Monday-Thursday all kayak and SUP rentals are by reservation only at all sites.  
Fri, Sat and Sun we are open from 9am-6pm at the New Baltimore location, walk ups welcome.  
*Reservations are always highly suggested at all locations for any time.*

**WE NOW RENT AND DELIVER JET SKI'S!!!!**  
Reservation by phone only 586.533.0141



Henry Ford Macomb Hospital presents:  
**4th Annual Sprint & Splash Festival**  
**Saturday, June 6th at Lake St. Clair Metropark**  
 Benefits: Water Conservation & Tourism and Naval Reserve Centennial

- Family Friendly 5k Fun Run & Walk
- Duathlon - 5k Run & 2 Mile Paddle
- 6 Mile WPA Sanctioned Stand Up Paddleboard Race
- 2 Mile Recreational Stand Up Paddleboard Race

Register online at [www.SprintandSplash.com](http://www.SprintandSplash.com)  
 Contact 586.469.5285 or [SprintSplash@macombgov.org](mailto:SprintSplash@macombgov.org)  
 Early registration discount ends April 6th!

**SPRINT & SPLASH**

Food & Beer Tent • Live DJ • Beach Village  
 Macomb County Animal Control Adopt-A-Pet

# Simple Adventures is very happy to announce its return for a second season at Walter and Mary B... more.

New Baltimore Parks and Recreation

## Upcoming Events-2015

Milford Moonlight Paddle- May 30  
~Proud Lake

Port Huron Paddle and Pour  
~Port Huron, September 12 and 13

## Contact Us

(586) 533-0141  
rentals@simpleadventures.net

Contact Us

GoogleAppsLink

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jet ski, kayak rental in michigan, kayak rental detroit, kayak rental st clair shores, kayak harrison township, kayak rental macomb county, stand up paddleboarding, sup boarding, kayaking, kayak, sup rental, stand up paddleboarding rental, kayak near clinton township, clinton river kayaking, kayaking near shelby township, kayak near sterling heights, kayaking near hazel park, kayak near harrison township, kayak near chesterfield township, kayak near chesterfield, kayak near new baltimore kayak rental grosse pointe, kayak rental grosse pointe farms kayak rental pier park kayak rental grosse pointe farms pier park, stand up paddleboard grosse pointe, boat rental harrison township, canoe rental st clair shores, canoe rental detroit, pedalboat rental paddleboat rental, things to do in summer, things to do in michigan, things to do on weekend, jet ski rentals, jetski rental, jetski's, jet ski's, jet-ski's, turbo water sport, water sports, waverunner rentals, summer rentals

**EXPLANATION OF AGENDA – November 16, 2015**

**Agenda Item No. 9-C**

**APPROVE PURCHASES AND PAYMENT OF INVOICES**

VENDOR (PURCHASES)	DESCRIPTION	FUND/ DEPARTMENT/ APPROPRIATION	ACCOUNT NUMBER	AMOUNT	CURRENT BALANCE
1. Central Oil, LLC 30759 Edison Drive Roseville, MI 48066	Estimated annual Requirement of Motor Oils and Greases	Motor Pool Fund/ Department of Public Services/ Motor Fuel and Lubes	661-44100-751000 (majority)	\$6,466.74	\$118,186.69

VENDOR (INVOICES)	DESCRIPTION	FUND/ DEPARTMENT/ APPROPRIATION	ACCOUNT NUMBER	AMOUNT	CURRENT BALANCE
1. Michigan Department of Environmental Quality Cashiers Office-COMM P.O. Box 30657 Lansing, MI 48909	Community Water System Annual Fee	Water-Utilities Fund/ Operation of Plant/ Water Testing Fee - State of Michigan	591-53708-831000	\$5,237.59	\$10,713.00
2. Leslie Tire Service, Inc. 41600 Executive Drive Harrison Township, MI 48045	Tires and/or Tire services For the month of October, 2015	Water – Utilities Fund/ Operation of Plant/ Contractual Services	591-53708-818000	\$1,496.00	\$34,774.44
		Motor Pool Fund/ Department of Public Services/ Tubes and Tires	661-44100-750000	\$656.95	\$8,568.06

VENDOR (INVOICES)	DESCRIPTION	FUND/ DEPARTMENT/ APPROPRIATION	ACCOUNT NUMBER	AMOUNT	CURRENT BALANCE
3.Kramer & Murray, P.C. Ruggirello, Velardo, Novara, and Ver Beek, P.C. 65 Southbound Gratiot Mount Clemens, MI 48043	Legal Services For the month of October, 2015	General Fund/ Legal Services/ Legal Fees	101-26600-826000	\$9,343.14	\$101,221.31
		General Fund/ Legal Services/ Legal Fees-Labor	101-26600-826001	\$2,127.94	*
		Downtown Development Authority/ Legal Fees	248-69200-826000	\$48.50	\$500.00
		Water-Utilities Fund/ Commercial Activities/ Legal Fees	591-53703-826000	\$175.81	*\$148.38

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

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

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

**CITY OF MOUNT CLEMENS**

Tabulation of sealed bids received and opened on Tuesday, October 27, 2015, for our estimated annual requirement of Motor Oils and Greases needed for various departments:

BIDDER	TOTAL COST
1.Barta Sales, LLC 11119 Academy Court Plymouth, Michigan 48170	\$9,962.55
2.Central Oil, LLC 30759 Edison Drive Roseville, Michigan 48066	\$6,466.74
3.Rowley's Wholesale 3604 Wilder Bay City, Michigan 48706	\$7,035.86
4.Super-Flite Oil Company 100 East Johnson Street Saginaw, Michigan 48609	\$7,409.50

Marilyn Dluge  
Finance Director/Treasurer

**EXPLANATION OF CONSENT AGENDA – November 16, 2015**

**Agenda Item No. 10-A**

**Approval of the 2015 Fiscal Year End Audit Report from Plante & Moran**

Plante & Moran has completed their audit of the City's financials for the 2015 fiscal year ending June 30, 2015. Copies of the audit have been provided under separate cover for your review.

The audit will be available on the State of Michigan's web site or a copy is available for review at City Offices.

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

**RECOMMENDED MOTION:** To approve the audit as submitted by Plante & Moran for the fiscal year ending June 30, 2015.

**EXPLANATION OF CONSENT AGENDA – November 16, 2015**

**Agenda Item No. 10-B**

**Request to Close and Utilize Terry Street as a Staging Area for the Construction of the Macomb County Parking Structure at One South Main Street**

Clark Construction Company, the contractor that is constructing the Macomb County Parking Structure, has requested the closure of Terry Street to use as a staging area during construction. The closure of Terry Street from South Main Street to Northbound Gratiot Avenue would begin after approval and continue through January 2016.

The contractor will provide and maintain the barricades and signage throughout the duration of the closure and has committed to cleaning and restoring Terry Street to its prior condition.

**SUBMITTED BY:** Jeffrey D. Wood, Public Services Director

**RECOMMENDED MOTION:** Approve the request by Clark Construction Company to close Terry Street from South Main Street to Northbound Gratiot Avenue for use as a construction staging area.



**CLARK**  
**Construction Company**  
 Professional Construction Services

**Headquarters**  
 3535 Moores River Drive  
 Lansing, MI 48911  
 517.372.0940 phone | 517.372.0668 fax

**Southeast Michigan Office**  
 29110 Inkster Road, Suite 150  
 Southfield, MI 48034  
 248.286.1000 phone | 248.286.1010 fax

[www.clarkcc.com](http://www.clarkcc.com)

Mr. Jeff Wood / City Mt. Clemens Commissioners,

Clark Construction Company is requesting a temporary closure of Terry St, from South Main to Gratiot Ave, for the aid in erecting the new parking structure in the lot south of the County Administration Building. This closure will take place immediately upon approval and run through January of 2016. We are requesting the closure of this street to stage equipment and precast transport trucks that will be used to build the new parking structure. Any equipment used on Terry St will be rubber tired so as to not damage the street surface. Clark Construction will provide and maintain barricades and signage throughout the duration of the closure; along with cleaning of the street should any debris be tracked onto it. After the closure period Clark Construction will restore Terry St to its prior condition should it be required.

Please find enclosed with this letter our Pre-construction survey video of this street and all areas surrounding the construction site.

Thank you for your consideration if you have any questions or concerns please contact me at 248-286-1011.

Regards,

Dale Hoffman

Clark Construction Company



An equal opportunity employer  
[www.clarkcc.com](http://www.clarkcc.com)

**Dale Hoffman, LEED AP**  
 Superintendent

517.881.5094 cell  
 dhoffman@clarkcc.com

3535 Moores River Drive, Lansing, MI 48911  
 1000 Town Center Drive, Suite 2450, Southfield, MI 48075



Michigan's First  
 Platinum Contractor

2013 AGC National  
 Safety Excellence Award

An Equal Opportunity Employer

## EXPLANATION OF AGENDA – November 16, 2015

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

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

**DATE:** November 13, 2015

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

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1. Utilities Director Job Solicitation: As discussed during the Fiscal Year 2016 Budget process and at several recent Commission meetings, the Utilities Director position, currently being handled by F & V Operations and Resource Management through a management contract, was advertised for individual candidate applications.

The position was advertised or otherwise publicized as follows:

- posted in The Macomb Daily and on Monster.com
- post cards were sent out to the individuals who had applied last year
- posted on MML's website
- posted on Michigan Townships Association's website
- posted on Michigan Water Environment Association website
- posted on Michigan Talent Bank website
- posted on the City's website
- posted on the front board at City Hall
- distributed to all City departments via interoffice mail

This position was last posted and advertised in April, 2014. The upper end of the compensation range was increased by \$12,000 on the current posting in comparison to the 2014 posting.

The current posting period recently ended on November 6, 2015 and no applications, neither internal nor external, were received for the position.

2. City Drop Box: This serves mostly as another announcement of the availability of this option for residents and other customers. The Drop Box is installed and allows for dropping off of City business without exiting your vehicle. The Drop Box is located in the center island at the rear of our parking lot, near the Gazebo and the Clinton River. The best way to approach and use the Drop Box is to enter the parking lot from the drive nearest the Fire Station and proceed to the back of the lot and turn left; the Drop Box is in the second island and on the left.

The Drop Box can be accessed 24 hours per day for any City business that does not require immediate interaction with an employee. This includes bill payments (taxes, water bills, tickets, etc.), forms for processing, absentee voter ballots, etc. Cash should NOT be deposited into the Drop Box.

As discussed previously, we will continue to do outreach on this new option for transacting City business.