

Table of Contents

Agenda	2
Administrative Response to Issues or Questions Raised During Previous Meetings.	
Administrative Response	4
Approval of Minutes.	
Work Session - November 16, 2015	5
Regular Meeting - November 16, 2015	6
9-A - Introduction and First Reading of Pedicab Public Transportation Ordinance.	
Agenda Cover.	8
Proposed Ordinance	9
9-B - Introduction and First Reading of Public Parks and Park Property Ordinance.	
Agenda Cover.	12
Proposed Ordinance	13
9-C - Approve Contract with the Macomb County Sheriff's Office for Law Enforcement Services.	
Agenda Cover.	17
Law Enforcement Agreement	18
9-D - Approve Contract with the Macomb County Sheriff's Office for Emergency Dispatch Services.	
Agenda Cover.	23
Dispatch Agreement	24
9-E - Local Officer's Compensation Commission Recommendation.	
Agenda Cover.	30
Attachment	31
9-F - Approve Purchases and Payment of Invoices.	
Purchases and Payments.	32
Tab #1; Memo from Linda Kunath.	34
Munetrix Quote	35
Munetrix Backup Information	39
Tab #2; Zones, Inc.	41
Memo from Brian Tingley	42
Tab #3; Fleis & Vandenbrink	43
10-A - Seeking Approval for the 2016 Collection of Property Taxes for the Various Taxing Units.	
Agenda Cover.	44
10-B - Request Approval of a Resolution Honoring Joseph Rheker III for His Service on the City Commission.	
Agenda Cover.	45
City Manager's Report.	
City Manager's Report	46



A G E N D A

CITY COMMISSION MEETING

Monday, December 7, 2015

7:00 PM

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

Self-Introduction of Applicants for Commission Vacancy
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 - Introduction and First Reading of Pedicab Public Transportation Ordinance.
 - 9-B - Introduction and First Reading of Public Parks and Park Property Ordinance.
 - 9-C - Approve Contract with the Macomb County Sheriff's Office for Law Enforcement Services.
 - 9-D - Approve Contract with the Macomb County Sheriff's Office for Emergency Dispatch Services.

9-E - Local Officer's Compensation Commission Recommendation.

9-F - Approve Purchases and Payment of Invoices.

10. Consent Agenda.

10-A - Seeking Approval for the 2016 Collection of Property Taxes for the Various Taxing Units.

10-B - Request Approval of a Resolution Honoring Joseph Rheker III for His Service on the City Commission.

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 – December 7, 2015

Administrative Response to Issues or Questions Raised During Previous Meetings

1. Various Sign/Light Issues

The Department of Public Services has looked into the sign concerns raised in relation to Gratiot Court and Boehme which includes researching work orders as well as traffic control orders.

DTE has been notified of the light which is out at Howard and Park. Residents can report this type of information directly to DTE and initiate action more quickly by:

- calling 1-800-477-4747
- visiting www.dteenergy.com and clicking Report a Problem, select Outage, then Report Street Light Problem

CITY COMMISSION WORK SESSION

**County of Macomb
State of Michigan**

**November 16, 2015
Conference Room**

A work session of the Mount Clemens City Commission was held on Monday, November 16, 2015 at 5:45 p.m. The meeting was held in the Conference Room of the Municipal Building, One Crocker Boulevard, Mount Clemens, Michigan. Present at this meeting were Mayor Barb Dempsey, and Commissioners Roger Bunton, Ronald Campbell, Lois Hill, Laura Kropp and Denise Mentzer. Also in attendance were Steven Brown, City Manager, Michael Murray, City Attorney, Lisa Borgacz, City Clerk, David Herrington, Plante & Moran, and Ken Mero, Plante & Moran.

The meeting was called to order at 5:45 p.m.

PUBLIC PARTICIPATION WAS CONDUCTED.

2015 FINAL AUDIT REVIEW WITH PLANTE & MORAN WAS CONDUCTED.

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

The meeting adjourned at 6:37 p.m.

Respectfully submitted,

Barb Dempsey, Mayor

Lisa Borgacz, City Clerk

CITY COMMISSION MEETING

County of Macomb
State of Michigan

November 16, 2015
Commission Chambers

A regular meeting of the Mount Clemens City Commission was held on Monday, November 16, 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, Laura Kropp and Denise Mentzer. Also in attendance were Steven Brown, City Manager, Michael Murray, City Attorney and Lisa Borgacz, City Clerk.

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

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

David Herrington, Plante & Moran, presented the 2015 Fiscal Year End Audit Report.

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 Mentzer made a motion, supported by Commissioner Hill, to approve the minutes of the City Commission regular meeting of November 2, 2015 as presented, and the Special Meeting of November 9, 2015 as corrected. The motion passed unanimously.

DISCUSSION OF CITY COMMISSION VACANCY WAS CONDUCTED, ITEM 9-A.

REQUEST APPROVAL TO ENTER INTO AN AGREEMENT WITH SIMPLE ADVENTURES, LLC, FOR THE USE OF CITY PREMISES FOR THE PURPOSE OF PADDLESPORT RENTALS WAS CONSIDERED, ITEM 9-B.

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

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

November 16, 2015

Commissioner Hill 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.

Commissioner Hill made a motion, supported by Commissioner Campbell, to approve the Consent Agenda as presented:

In Item 10-A, the 2015 Fiscal Year End Audit report from Plante & Moran, was approved.

In Item 10-B, a request from Clark Construction Company to close Terry Street from South Main Street to Northbound Gratiot Avenue for use as a staging area for the construction of the Macomb County parking structure at One South Main Street, was approved.

The motion passed unanimously.

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

COMMISSIONERS' COMMENTS WERE RECEIVED, ITEM 12.

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

The meeting was adjourned at 7:58 p.m.

Respectfully submitted,

Barb Dempsey, Mayor

Lisa Borgacz, City Clerk

November 16, 2015

EXPLANATION OF AGENDA – December 7, 2015

Agenda Item No. 9-A

Introduction and First Reading of Pedicab Public Transportation Ordinance

The City has received a request to allow for the use of a Pedalpub Party Bike in the downtown area. The intent is to use the Pedalpub on the weekends for parties of up to 15 people for a pre-scheduled “pub crawl”. The Pedalpub, which would be run by a licensed “driver”, would only be used on a specific route in the downtown and would not be used on the surrounding main streets.

City Attorney, Mike Murray, has drafted the Pedicab Public Transportation Ordinance to accommodate this and future requests. A permit will be required on a yearly basis, and fees will be established similar to other vehicles licensed through the City. As with all other license requirements, insurance would be required which shall name the City of Mount Clemens as an additional insured, and will include an agreement to hold the City harmless for any liability or claim arising from the operation of such vehicles.

Please note that the proposed ordinance does prohibit alcohol consumption on the bike.

At the present time, Pedal Pubs have been permitted in Bay City, Detroit and Grand Rapids.

SUBMITTED BY: Lisa Borgacz, City Clerk

RECOMMENDED MOTION: To approve the introduction and first reading of the Pedicab Public Transportation Ordinance, and set December 21, 2015 as the date for the second reading and adoption.

46.400 PEDICAB PUBLIC TRANSPORTATION ORDINANCE CITY OF MOUNT CLEMENS, MICHIGAN

Effective December 31, 2015

46.401 - Sec. 1 PURPOSE. The transportation of persons by means of pedicabs is a matter closely affecting the public interest. The public interest requires that pedicab operators be properly qualified persons, that the pedicabs themselves be fit for their intended purpose and that the safety and welfare of passengers be protected in the operation of pedicabs and pedicab companies.

46.402 - Sect. 2 DEFINITIONS. As used in this chapter, the following terms shall have the following meanings, unless the context clearly indicates that a different meaning is intended:

“City” means the City of Mount Clemens.

“City Manager” means the City Manager or his designee.

“Pedicab” means a chauffeured, non-motorized vehicle which is propelled by pedals, operating for hire.

46.403 – Sec. 3 LICENSE REQUIRED. No person, firm or corporation shall operate a pedicab for public transportation without first obtaining a license therefore as provided in this chapter.

46.404 – Sec. 4 PROCEDURE FOR APPLICATION. Any person, firm or corporation desiring to operate a pedicab for public transportation business shall file an application for a license with the City Clerk. The City Clerk shall provide forms for applications.

46.405 – Sec. 5 INVESTIGATION BY CITY OFFICIALS. Upon receipt of an application for a license or an application for renewal, the City Clerk shall request an investigation by City officials to determine conditions related to the health, safety and welfare of the City.

46.406 – Sec. 6 APPROVAL BY THE MACOMB COUNTY SHERIFF. No license or renewal thereof shall be granted without approval of the routes and the vehicle by the Macomb County Sheriff as to the following:

- (a) The route shall only be in the downtown area and not encompass any area prohibited by order of the City;
- (b) Each vehicle shall be equipped with headlights, taillights, reflectors and a slow moving vehicle sign.

46.407 – Sec. 7 CITY COMMISSION APPROVAL. Upon completion of investigation, the City Clerk shall either issue the license or deny the license. If the license is denied, the reasons for denial shall be given to the applicant in writing.

46.408 – Sec. 8 INFORMATION ON APPLICATION FOR LICENSE. Each application shall contain the following information:

- (a) The name of the person, corporation or other entity applying.
- (b) The name and address of each of the principal officers of the corporation, if the applicant is a corporation. If the applicant is not a corporation, the names and addresses of the partners, trustees, owners or other persons controlling the entity shall be given.

- (c) A description of the methods, procedures and equipment proposed to be used.
- (d) A map of the City showing locations of proposed routes or methods of operation and showing locations of any proposed stations, places to keep vehicles, stands or pick up points.
- (e) Identification and photograph of the pedicab or pedicabs.
- (f) Names, addresses and ages of all drivers.

46.409 – Sec. 9 FEE. A non-refundable application fee, licensing fees and related fees will be established by resolution of the City Commission.

46.410 – Sec. 10 STANDARDS TO BE MET. A license shall be issued to an applicant that meets the following standards, and no licensee shall remain in business unless it continues to meet these standards:

- (a) No hazards to traffic or public safety will be created by the proposed operation.
- (b) The operation will not appear to be designed to defraud any person.
- (c) There will be notices in each vehicle stating the charges and routes or methods of operation.
- (d) There are no conditions for denial.

46.411 – Sec. 11 CONSUMPTION OF ALCOHOL PROHIBITED. No person shall consume or possess in a container which is open, uncapped, or upon which the seal is broken, alcoholic beverages within or on a pedicab.

46.412 – Sec. 12 CONDITIONS FOR DENIAL. An application shall not be approved, renewed or may be revoked if any of the following conditions exist:

- (a) The applicant is in violation of any City ordinance or State law.
- (b) The applicant is in default to the City, including being delinquent in the payment of any taxes, fees or other City charges.
- (c) The applicant has been convicted of a violation of any Federal, State or City law concerning public transportation.
- (d) The applicant has made a false statement in the application procedure or has submitted an incomplete application or has not fulfilled a promise made with or in the application.
- (e) A standard listed in this Chapter cannot or is not being met.

46.413 – Sec. 13 TRANSFERS. No license or interest therein shall be transferred directly or indirectly without the consent of the City Clerk. Transfers shall be construed and processed as a new application for license.

46.414 – Sec. 14 RENEWALS. All pedicab licenses shall expire on December 31st of each year. The license holder, at the expiration of any license year, shall be entitled to a renewal of the license for the ensuing year by the City Clerk upon compliance with this Chapter. The license holder shall submit an application for renewal, and such information as shall be required by the City.

46.415 – Sec. 15 DISPLAY OF LICENSE. The operator of each pedicab shall immediately possess and display, upon request, the license or a legible copy thereof to any law enforcement officer, City official or citizen. Failure to possess or immediately display such license shall be grounds for suspension. A person who does not possess a license and who is unable to immediately display such license shall not be allowed to operate a pedicab.

46.416 – Sec. 16 INSURANCE. Before issuing the license, the licensee shall submit proof and each pedicab owner shall at all times maintain a policy of liability insurance in the minimum amount of one million dollars (\$1,000,000.00) for personal injuries, and property damage arising out of the permitted operation. The policy shall name the City of Mount Clemens, its officers and employees and agents as additional insured’s, and shall provide that the insurance be primary insurance and that no other insurance purchased by the City will be called on to contribute to a loss covered by said policy. The policy shall further provide ten (10) days notice of cancellation or material change to the City's designated agent. Evidence of insurance coverage must be provided before any permit is issued. Each owner and operator shall further agree to hold the City harmless for any liability or claim arising out of his or her operation that is not covered by the required insurance.

46.417 – Sec. 17 OTHER LICENSES AND PERMITS. A license obtained under this chapter shall not relieve any person of the responsibility for obtaining any other permit, license or authorization required by another ordinance, statute or administrative rule.

46.418 – Sec. 18 REVOCATION. The City Clerk or Macomb County Sheriff may immediately suspend the license for cause or noncompliance with this chapter. Suspensions may be appealed to the City Manager. The City Manager may revoke any license for cause or noncompliance with this chapter following a hearing before the City Manager.

46.419 – Sec. 19 APPEARANCE TICKETS. The Macomb County Sheriff and its deputies, or such other officials as are designated by the City Manager, are hereby authorized to issue and serve appearance tickets with respect to a violation of this ordinance pursuant to Section 1 of Act 147 of the Public Acts of 1968, as amended. MCL 764.9c(2); MSA 28.868(3)(2). Appearance tickets shall be in such form as determined by the City Attorney and shall be in conformity with all statutory requirements.

46.420 – Sec. 20 CIVIL INFRACTION. A person who violates this chapter is responsible for a civil infraction.

Introduction and First Reading: December 7, 2015
Second Reading and Adoption: December 21, 2015
Effective Date: December 31, 2015

City of Mount Clemens, a Michigan
Municipal Corporation,

By:

Barb Dempsey, Mayor

By:

Lisa Borgacz, City Clerk

EXPLANATION OF AGENDA – December 7, 2015

Agenda Item No. 9-B

Introduction and First Reading of Public Parks and Park Property Ordinance

Administration and the Macomb County Sheriff's Office have received numerous complaints regarding improper and late night activities in several City parks. The City Attorney, in consultation with the Sheriff's Office, has drafted the attached comprehensive ordinance regulating the hours, activities and conduct in City parks in order to protect the health, safety and welfare of residents and persons using the parks, as well as protect the rights of those owning property adjacent to such parks.

SUBMITTED BY: Michael J. Murray, City Attorney

RECOMMENDED MOTION: To approve the introduction and first reading of a Public Parks and Park Property Ordinance, and set December 21, 2015, as the date for the second reading and adoption.

33.000 PUBLIC PARKS AND PARK PROPERTY

CITY OF MOUNT CLEMENS, MICHIGAN

ord. eff. December 31, 2015

33.001 – SEC 1. PURPOSE AND INTENT. This ordinance regulates the use of public parks and park property owned and/or maintained by the City in order to protect the health, safety and welfare of residents and persons making use of such parks and park property, as well as to protect the rights of those owning property adjacent to such parks. This ordinance is also intended to protect and preserve the natural beauty and environmental features of City parks and park property.

33.002 – SEC 2. PARK ACTIVITIES.

A. Only social and recreational uses and activities are permitted in a park. Other uses and events as approved or specifically permitted by the City Commission may be allowed within City parks and park property. No other uses or activities shall occur.

B. The City Commission may designate from time to time portions of parks for specific uses. Specific uses may also be prohibited by the City Commission.

33.003 – SEC 3. PRESERVATION OF PROPERTY AND NATURAL FEATURES.

A. No person shall injure, deface, disturb or defoul any part of a park nor any building, sign, sculpture, equipment or other property within a park; nor shall any tree, shrub, rock or other mineral within a park be removed, injured or destroyed.

B. No person shall deposit, permit or suffer to be deposited, in any part of any park, any garbage, ashes, sewage, refuse, waste or other noxious material, except in receptacles provided by the City for such purposes. Where trash receptacles are not provided by the City, all such materials shall be carried out of the park by the person responsible for its presence.

C. No person shall dump any earth, tree limbs, leaves, grass clippings or compost materials within a park.

33.004 – SEC 4. WILDLIFE.

A. No person within the confines of any park, shall hunt, pursue with dogs, trap or in any other way molest, harm or kill any wild bird or animal found within the confines of a park, or rob or molest any bird nest or take the eggs of any bird within a park.

B. Except as provided by law, no person shall possess or discharge any firearms, fireworks, explosive substances or air rifles, including but not limited to paintball guns, within a park without a specific permit from the City.

33.005 – SEC 5. GENERAL CONDUCT.

A. No person shall, either by work or act, engage in any noisy, boisterous, disorderly or indecent conduct, or in any manner disturb the peace or good order of the community within a park. No person shall play at games of chance, or engage in any indecent, lascivious, lewd, sexual, or improper act or behavior therein.

B. No person intoxicated by alcohol or under the influence of alcohol, narcotic drugs or opiates shall enter or remain within a park. No person shall bring into a park any alcohol, narcotic drugs or opiates.

C. No person shall remain within a park who does not abide by the rules and regulations adopted by the City for a park. No person shall remain within a park who does not abide by the instructions and directions of duly authorized enforcement officers or agents of the City in the lawful performance of their duties. Any person directed by a law enforcement officer or agent of the City to leave a park shall do so promptly and peaceably. No person shall resist or obstruct, or be abusive of or address in a profane or obscene manner, any law enforcement officer or agent of the City.

D. The use of loud speakers, public address systems, or sound-amplifying equipment is prohibited within a park. Excessively loud radios, televisions or similar devices are also prohibited.

E. No person shall start, fly or use any fuel or battery powered model aircraft, vehicle, or similar device within a park.

F. No person shall urinate or defecate in a park, except in such facilities as are provided by the City and intended for such activities.

G. All bicycles must remain on paved surfaces at all times.

H. Use of paintball equipment, guns and supplies within a park is prohibited.

I. No application of graffiti or similar activity shall occur within a park.

33.006 – SEC 6. ANIMAL CONTROL.

A. Within a park, other than the Mount Clemens Dog Park, all dogs shall be controlled and on a chain or retractable leash not exceeding six (6) feet in length. Cats shall also be under direct control and leashed.

B. The riding of horses or other animals is prohibited.

33.007 – SEC 7. TRAFFIC CONTROL.

A. No person shall drive any motor vehicle or propel or cause to be driven any motor vehicle along or over any road within a park in such a manner as to endanger the life, limb or property of pedestrians, or the drivers or occupants of other vehicles, or any other person; nor shall any motorized vehicle be driven in a careless or reckless manner.

B. No vehicle shall be driven or parked in a park, except on designated drives and parking lot areas (except for authorized City vehicles and any vehicles needed for handicapped persons).

C. No person shall park or store any car, motorcycle, bicycle, wagon, trailer or other vehicle within a park, except for short-term parking in places expressly designated by the City for

parking. No person shall park a car, motorcycle, bicycle, wagon, trailer or other vehicle within a park overnight.

D. No trailer or other loading vehicle shall be brought into a park unless permitted as part of an activity or event that has received permission from the City.

33.008 – SEC 8. GENERAL REGULATIONS.

A. *Camping.* No person shall establish or maintain any camp or other temporary lodging place in a park. No camping shall occur within a park.

B. *Fire.* Fires are not permitted in a park.

C. *Commercial activities.* No person shall sell or offer for sale any article, thing, privilege or service within a park without a permit from the City, and no person shall do any begging, peddling or soliciting in a park. Further, no person shall expose, distribute or place any sign, advertisement, circular, notice or statement, or display any banner, emblem or design, within a park, without a specific permit from the City.

D. *Events.* No organized event, festival, party or similar activity shall occur within a park unless a permit has first been issued by the City for such event or activity.

33.009 – SEC 9. PARK HOURS. The following shall apply within a park:

A. The parks shall open at 7:00 a.m. and close at dusk, but no later than 10:00 p.m. All park users must leave at closing time unless a written permit for later hours has been issued by the City. Upon the park's so closing, it shall be unlawful for anyone to enter upon or occupy the parks without said permit.

B. A park, or any portion thereof, may be closed entirely or closed to certain uses during any specified period of time by officers of the City, where it is determined that the physical condition of a park or portion thereof is such that intended use of a park or portion thereof would cause damage and deterioration to a park or portion thereof, in a degree greater than ordinary park wear and tear, or that the intended use of the park or portion thereof, would create a health or safety hazard to the proposed user or other citizens. During such period of time as a park or portions thereof are closed, these closings shall be prominently posted, and it shall be unlawful for anyone to enter upon or occupy such park or portions thereof, contrary to the posted regulations.

33.010 – SEC 10. EXEMPTIONS. This ordinance and any prohibitions contained herein shall not apply to any City official or employee, or any City Fire Department official or employee, or to any law enforcement officer, engaged in performance of his or her official duties as a City official, employee or agent, or as a law enforcement officer. Furthermore, this ordinance shall not apply to any use, activity, vehicle or other item specifically approved by the City or used by the City, or any of its employees, officers, officials or agents, or any law enforcement agency in the maintenance or upkeep of a park, or for emergency rescue, firefighting or emergency purposes.

33.011 – SEC 11. RULES AND REGULATIONS. The City Commission may from time to time by resolution, adopt rules and regulations to implement this ordinance, including to regulate uses and activities within a park. Violation of any such rule or regulation adopted by the City Commission for a park shall be deemed to be a violation of this ordinance.

33.012 – SEC 12. SEVERABILITY. Each of the rules, terms, provisions and clauses in this ordinance, is hereby declared to be severable. Should any rule, term, provision or clause be declared by a court of competent jurisdiction to be unconstitutional or invalid, that shall not affect the balance of this ordinance or the remaining provisions thereof, which shall remain in full force and effect.

33.013 – SEC 13. VIOLATION OF THIS ORDINANCE AND PENALTIES. Any person who violates any provision of this ordinance shall be guilty of a criminal misdemeanor, and upon conviction thereof shall be punished by a fine not to exceed \$500.00 and costs and/or imprisonment for a period not to exceed 90 days, or both.

Introduction and First Reading: December 7, 2015
Second Reading and Adoption: December 21, 2015
Effective Date: December 31, 2015

City of Mount Clemens, a Michigan
Municipal Corporation,

By: _____
Barb Dempsey, Mayor

By: _____
Lisa Borgacz, City Clerk

EXPLANATION OF AGENDA – December 7, 2015

Agenda Item No. 9-C

Approve Contract with the Macomb County Sheriff’s Office for Law Enforcement Services

Attached is the contract with the Macomb County Sheriff’s Office for Law Enforcement Services. The Sheriff’s Office is requesting that the City approve a three-year contract starting January 1, 2016 and running through December 31, 2018. Attachment “A” provides the breakdown of costs for one Sergeant, 16 Deputies, Overhead and ancillary services and Vehicles. Overhead and ancillary expenses include other Supervisor costs, liability insurance, equipment purchases and supplies. Vehicle expenses include the purchase of new vehicles, maintenance and gas.

For your information, here is a historical cost comparison:

FY 2012	FY 2013	FY 2014	FY 2015	Average 2016-2018
\$2,294,899	\$2,359,138	\$2,410,399	\$2,434,833	\$2,334,841

City Administration has reviewed this Agreement, and we feel that it addresses the City’s needs. Additionally, the City Attorney has reviewed this Agreement and is satisfied with the final content.

SUBMITTED BY: Steven M. Brown, City Manager

RECOMMENDED MOTION: Approve the Agreement for Law Enforcement Services between Macomb County and the Macomb County Sheriff’s Office and the City of Mount Clemens beginning January 1, 2016 and running through December 31, 2018, for annual amounts of \$2,293,535, \$2,336,501, and \$2,374,487.

AGREEMENT FOR LAW ENFORCEMENT SERVICES

This Agreement is entered into this ____ day of _____, 2015 between the Charter County of Macomb ("the County") and the City of Mount Clemens, a Michigan Municipal Corporation ("the City").

RECITALS:

WHEREAS, the County of Macomb operates, through its elected Sheriff, the Macomb County Sheriff's Office, located at 43565 Elizabeth Street, Mount Clemens, Michigan 48043; and

WHEREAS, the County wishes to provide, through its Sheriff's Office, law enforcement services for the benefit of the City and its residents and businesses; and

WHEREAS, the City wishes to receive from the County, through its Sheriff's Office, law enforcement services for the benefit of its residents and businesses; and

NOW, THEREFORE, to establish and define the rights, obligations, and liabilities between the parties, it is agreed as follows:

1. **Services**. The County shall provide law enforcement services within the corporate limits of the City. Such service(s) shall include ordinary patrol activities, response to emergency dispatch calls, enforcement of state statutes and local ordinances, and issuance of violations and citations. Where local ordinances overlap with state statutes, violations and citations shall be issued under the local ordinance. The City will continue to be responsible, if at all, for its own animal control and parking enforcement services.
2. **Supplies and Equipment**. The County shall obtain all reasonable and necessary patrol vehicles, equipment, hardware, software, and reports at its own cost and expense. The City will provide any reasonable and necessary special supplies such as stationary, notices, forms, citation books, appearance tickets, and/or similar matters which must be issued or executed in the name of the City.
3. **Staffing and Personnel**. The County will provide personnel at staffing levels as detailed in Appendix A to this agreement. Shifts shall begin and end according to times consonant with those established for the Macomb County Sheriff's Office.
4. **Command and Control**. Performance standards, disciplinary matters, and command and control of The County's personnel, and other issues incidental to the performance of the law enforcement services provided hereby shall remain within the exclusive control of the Macomb County Sheriff.
5. **Facilities**. The City will provide suitable space for locker room facilities, desk space and report writing, computer and internet access and connections, and parking sufficient for patrol vehicles at a location determined by the City.

6. **Special Events.**

6.1 Enhanced or additional law enforcement services for the purposes of policing special events conducted within the City are beyond the scope of this agreement; provided, however, special events do not include routine City events such as craft shows, farmers market, fountain concerts, etc., which do not require additional law enforcement services.

6.2 The parties may, however, agree in a separate writing, distinct and unrelated to the instant agreement, for the County's provision of such special events law enforcement services; such services shall be subject to additional cost paid by the City or by the special event promoter, sponsor, or organizer.

7. **Hold Harmless.**

7.1 The County shall hold the City harmless and defend it against any suit, claim, or cause of action arising from the act(s) or omission(s) directly attributable to the County or its Sheriff's Office personnel so long as such personnel are on paid duty status and under the command and control of the Macomb County Sheriff or his designated representative.

7.2 The County shall not be required to hold the City harmless and/or defend it against any suit, claim, or cause of action, arising from the act(s) or omission(s) directly attributable to the City or its elected or appointed officials, employees, agents, or volunteers.

7.3 The County shall not be required to hold the City harmless and/or defend it against any suit, claim, or cause of action arising from Sheriff's Office personnel which arises from the act(s) or omission(s) directly attributable to the County or its Sheriff's Office personnel if such suit, claim, or cause of action is founded upon an allegation that a City ordinance is unlawful.

7.4 Nothing contained in this agreement shall be construed as a waiver of any immunity granted by law to the County of Macomb, the Macomb County Sheriff's Office, the City of Mount Clemens, or their elected or appointed officials, employees, and/or volunteers.

8. **Claims by the Parties.** Neither party shall make any claim or bring any suit against the other party except for breach of specific terms and conditions of this agreement.

9. **Salaries, Wages, and Benefits.** The City shall not be responsible for the direct payment of salaries, wages, fringe benefits, or other compensation for any County personnel performing the services set forth in this document, and no term or condition herein shall be construed as providing a private cause of action or basis for such payment or benefit against the City by a County

employee, except as expressly provided herein.

10. **Effective Dates.** This agreement shall be effective for the period beginning January 1, 2016, and ending December 31, 2018.
11. **Renewal.** This agreement shall be subject to renewal by the City upon written notice to the County no less than sixty days before the expiration of the term then in effect, at the rates to be established by the County.
12. **Payment and Costs.** The City shall pay an annual sum for such law enforcement services, as outlined on the attached Schedule A. Such payment shall be made in monthly prorated increments of the whole, due at the end of each month that services are rendered. Fractional months of service will be prorated on a workday basis for the subject month.
13. **Cost Increases.** Increases in wages, fringe benefits or other costs arising from collective bargaining or binding arbitration between the County and its Sheriff's Office collective bargaining units shall be recognized and paid accordingly by the City. Any decreases or reductions will be credited to the City.
14. **Public Meetings.** A representative of the Macomb County Sheriff's Office shall, upon request, attend a portion of the City's Council, Commission, or governing legislative board meetings to respond to any inquiries regarding this agreement or the law enforcement services provided hereunder.
15. **Termination.**
 - 15.1 Either party may terminate this agreement by serving written notice of its intention to terminate no less than six months prior to the effective date of such termination. The parties agree that the nature of services and the time and resources necessary for a transition after termination may necessitate continuation of this agreement beyond the termination date, and neither party shall refuse a month-to-month continuation of this Agreement until both parties are able to effectuate the transition.
 - 15.2 Such notice shall be served upon the Macomb County Sheriff on behalf of the County at 43565 Elizabeth Street, Mount Clemens, Michigan 48043, and upon the Mayor on behalf

of the City at One Crocker Boulevard, Mount Clemens, Michigan 48043.

15.3 In the event the City terminates this agreement for the purpose of providing its own law enforcement services, the City shall give due consideration to employing any Macomb County Sheriff deputies who are laid off as a result of the termination; the City shall not, however, be required or otherwise obligated to hire such deputies.

16. **Third Party Rights.** This agreement confers no rights or remedies on any third party, other than the parties to this agreement.

17. **Amendment.** This agreement is subject to change or amendment only upon agreement of the parties in writing

18. **Entire Agreement.** This agreement and its attachments contain the entire understanding between the parties. If any term, provision, or portion of this agreement is determined by competent legal authority to be unlawful on its face or in its application, that term, provision, or portion shall be severed from this agreement and the remaining terms, provisions, and portion of this agreement shall remain and continue in full force and effect.

Witnesses:

MACOMB COUNTY

Mark A. Hackel
County Executive

Anthony Wickersham
Sheriff

CITY OF MOUNT CLEMENS

Barb Dempsey
Mayor

Lisa Borgacz
Clerk

**Mt. Clemens Law Enforcement Contract
Attachment A
January 1, 2016 through December 31, 2018**

Mt Clemens Patrol

Position	2016		2017		2018		3 Year	3 Year
	Per Position	Total	Per Position	Total	Per Position	Total	Total	Average
Sergeant (1)								
Wages and benefits	\$ 137,367	\$ 137,367	\$ 139,557	\$ 139,557	\$ 141,795	\$ 141,795	\$ 418,719	\$ 139,573
Overhead and ancillary services	22,299	22,299	22,655	22,655	23,018	23,018	67,972	22,657
Vehicles	11,405	11,405	11,633	11,633	11,866	11,866	34,904	11,635
	<u>171,071</u>	<u>171,071</u>	<u>173,845</u>	<u>173,845</u>	<u>176,679</u>	<u>176,679</u>	<u>521,595</u>	<u>173,865</u>
Deputy (16)								
Wages and benefits	114,111	1,825,776	116,272	1,860,352	118,161	1,890,576	5,576,704	1,858,901
Overhead and ancillary services	18,543	296,688	18,894	302,304	19,202	307,232	906,224	302,075
Vehicles	11,405	-	11,633	-	11,866	-	-	-
	<u>144,059</u>	<u>2,122,464</u>	<u>146,799</u>	<u>2,162,656</u>	<u>149,229</u>	<u>2,197,808</u>	<u>6,482,928</u>	<u>2,160,976</u>
	<u>\$ 315,130</u>	<u>\$2,293,535</u>	<u>\$ 320,644</u>	<u>\$2,336,501</u>	<u>\$ 325,908</u>	<u>\$2,374,487</u>	<u>\$7,004,523</u>	<u>\$ 2,334,841</u>

EXPLANATION OF AGENDA – December 7, 2015

Agenda Item No. 9-D

Approve Contract with the Macomb County Sheriff’s Office for Emergency Dispatch Services

Attached is the contract with the Macomb County Sheriff’s Office for Emergency Dispatch Services. The Sheriff’s Office is requesting that the City approve a three-year contract starting January 1, 2016 and running through December 31, 2018. Attachment “A” provides the breakdown of costs for 4.2 Dispatchers and Overhead and Ancillary services. The Overhead and Ancillary expenses include Supervisors, supplies and liability insurance.

For your information, here is a historical cost comparison:

FY 2012	FY 2013	FY 2014	FY 2015	Average 2016-2018
\$347,497	\$381,424	\$412,604	\$421,056	\$449,230

City Administration has reviewed this Agreement, and we feel that it addresses the City’s needs. Additionally, the City Attorney has reviewed this Agreement and is satisfied with the final content.

SUBMITTED BY: Steven M. Brown, City Manager

RECOMMENDED MOTION: Approve the Intergovernmental Agreement for Regional Emergency Dispatch Services between Macomb County and the Macomb County Sheriff’s Office and the City of Mount Clemens beginning January 1, 2016 and running through December 31, 2018, for annual amounts of \$441,130, \$449,517 and \$457,044.

INTERGOVERNMENTAL AGREEMENT FOR REGIONAL EMERGENCY DISPATCH SERVICES

WHEREAS, Macomb County ("County") and Mount Clemens ("City") depicted on the signature page below hereby enter into this Agreement pursuant to the Urban Cooperation Act, MCL 124.501 et seq.; and

WHEREAS, the City and the County are desirous of establishing an interlocal agreement for the consolidation of regional emergency dispatch services; and

WHEREAS, the City desires that the County, through the Macomb County Sheriff's Office, provide emergency dispatch services for the City and its residents; and

WHEREAS, the County, through the Macomb County Sheriff's Office, is willing to provide emergency dispatch services on behalf of the City; and

WHEREAS, the City and County are not establishing a governmental agency, entity, or authority, nor establishing a separate legal or administrative agency under Section 7(1) of the Urban Cooperation Act, MCL 124.507(1) and have not therefore provided for or otherwise established such an agency by the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual interest, obligations, and promises herein contained, the City and County agree as follows:

ARTICLE I DEFINITIONS

The following words and expressions in this Agreement, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive, will be defined, read, and interpreted as follows:

- A. **County** means the Michigan municipal corporation known as the Home Rule Charter County of Macomb, Michigan.
- B. The **City** means the Michigan municipal corporation that has approved this Agreement and whose officials have executed this Agreement as depicted on the signature page below.

ARTICLE II PURPOSE

The Purpose of this Agreement is to set forth the terms for the County providing the City emergency dispatch services. Both parties will act in accordance with the terms of this Agreement.

ARTICLE III COUNTY RESPONSIBILITIES

- A. The County shall provide all emergency dispatch services within the corporate limits of the City. Such services shall include, but not be limited to, 9-1-1 service, enhanced 9-1-1 service, and such other emergency service dispatching as the City may require and as usage of the system may require. The services will be provided twenty-four (24) hours per day, seven (7) days per week. The services shall be performed for any emergency call, whether involving police, fire, EMS, or any other type of response.

The County shall not be responsible for dispatch services resulting from calls to the City on a

non-emergency phone line. In such instances, the City will respond to such calls in accordance with its own internal protocols.

- B. The County will hold the City harmless and defend it against any suit, claim, or cause of action arising out of any injury or death to persons or damage to property sustained as a result of any act and/or omission on the part of the County or its dispatch employees and/or agents. Nothing contained in this Agreement shall be construed as a waiver of any governmental immunity as provided by statute or court decision.
- C. All dispatchers providing emergency dispatch services on behalf of the City will be County employees. The Macomb County Sheriff's Office will retain control of the employees assigned by the County to provide dispatch services, including but not limited to the standard of performance, discipline of dispatchers, and all other matters incident to the performance of such services.
- D. The City will not assume any liability for the payment of the salaries, wages, or other compensation to the County for any County personnel performing the services under this Agreement, except as otherwise specifically provided herein.
- E. The emergency dispatch services provided by the County will consist of those services outlined on Attachment A. The commencement of the time of the shift will be determined by the usual shift starting and ending time established by the Macomb County Sheriff's Office.
- F. A representative of the Macomb County Sheriff will, upon request, attend a portion of one or more meetings of the City's governing body in order to respond to any inquiries regarding this agreement or the emergency services provided hereunder.
- G. The Macomb County Sheriff, or a designee, shall meet with City officials upon request to address and resolve operational issues as they may arise during the course of the Agreement.

ARTICLE IV LOCAL UNIT RESPONSIBILITIES

- A. The City will use its best efforts to provide informational support and informational assistance relating to the nuances of dispatching services within the City whenever requested by the County. To the extent it is necessary to communicate with, connect to, or otherwise interface with the County's emergency dispatch system, the City shall be solely responsible for assuring that its radios, communications devices, hardware, software, and equipment is compatible with that of the County.
- B. The City will pay the County the annual sum set forth on Attachment A in monthly increments. The monthly payments are due on the last day of each month that the services were rendered. Fractional months of service will be prorated on a workday basis for the month at issue. Any increases and decreases in wages, fringe benefits, and/or other actual costs relating to the employment of dispatchers incurred by the County during this Agreement, including actual pro-rated overhead costs, shall be borne in an equal amount, whether an increase or decrease, by the City as applied to the number of dispatchers set forth on Attachment A.
- C. The City's Manager, or his designees, shall meet with County officials upon request to address and resolve operational issues as they may arise during the course of the Agreement.

**ARTICLE V
OTHER PROVISIONS**

A. Duration of Interlocal Agreement

This agreement and any amendments will be effective when executed by both the City and the County, as authorized by the governing bodies of each. This agreement will remain in effect for a period of three (3) years. The City may renew this Agreement, at a rate established by the County, by giving notice of its intent to renew, in writing, to the County at least six (6) months prior to the expiration date. The notice will be sent to the Macomb County Sheriff.

B. Governmental Immunity Maintained

Nothing contained in this Agreement shall constitute or be construed as a waiver or any governmental immunity, as provided by statute or common law, on the part of the City or the County, or their officers or employees.

C. Termination

Either party may terminate this Agreement by providing written notice to the other party of its intention to terminate at least six (6) months prior to the effective date of termination. The parties agree that the nature of the services and the time and the resources necessary for a transition after termination may necessitate continuation of this Agreement beyond the termination date, and neither party shall refuse a month-to-month continuation of this Agreement until both parties are able to effectuate the transition. If the City terminates this agreement for the purpose of providing its own emergency dispatch services, the City shall give due consideration to employing any County dispatchers who are laid off as a result of the termination; the City shall not, however, be required or otherwise obligated to hire such dispatchers.

D. No Third Party Beneficiaries

This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

E. Compliance with Laws

Each party will comply with all federal, state, and local statutes, ordinances, administrative regulations, rules, and requirements applicable to its activities performed under this Agreement.

F. Reservation of Rights

This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal rights, privilege, power, obligation, duty, or immunity of the parties.

G. Delegation/Subcontract/Assignment

A party shall not delegate, subcontract, or assign any obligations or rights under this Agreement without the express written consent of the other party, and any attempt to do so without written consent will have no force or effect.

H. No Implied Waiver

A waiver of breach of or failure to enforce any provision of this Agreement shall not be considered (1) a waiver of a further breach of the same term, or (2) a waiver of a breach of any other term, or (3) a waiver of the rights of the non-breaching party to declare a default.

I. Severability

Each provision of this Agreement shall be interpreted under applicable law. If any provision is held invalid or held unenforceable, the rest of the Agreement will remain in full force and effect.

J. Captions

The section and subsection numbers and captions contained in this Agreement are intended for convenience only and are not intended to have any substantive meaning.

K. Notices

All required notices must be in writing and will be considered given when delivered (1) personally, or (2) by first-class mail, addressed as follows:

1. If notice is sent to the County, it will be addressed and sent to the Macomb County Sheriff.
2. If notice is sent to the City, it will be addressed to the City's Chief of Police or other official as designated in writing by the City.
3. A party may change the individual to whom notice is sent by notifying the other party in writing of the change.

L. Governing Law

This Agreement will be governed and interpreted pursuant to Michigan Law.

M. Entire Agreement; Revisions

This Agreement and its Attachments contain the entire understanding among the signors of this Agreement. This Agreement is a template that may be used by the County with other City's, and therefore its template terms may not be amended without approval by the governing legislative bodies of all parties. The Attachments, however, are unique to each City and may be modified or revised, without the need to restate the entire Agreement, by execution of a written Addendum that has been approved by the governing legislative bodies of the County and the City.

N. Authorization

The parties have taken all actions and have secured all approvals necessary to authorize and compete this Agreement. The persons signing this Agreement on behalf of each party have the legal authority to sign it and bind the parties to the terms of this Agreement.

O. Relationship Between the Parties

No portion or provision of this agreement shall be construed or interpreted as creating an agency or respondeat superior relationship between the parties hereto and their relationship is solely that of independent contractors as to each other.

(Signature Pages Follow)

INTERGOVERNMENTAL AGREEMENT SIGNATURE PAGE

Macomb County

County Executive's Office

Date

Anthony Wickersham, County Sheriff

Date

City of Mount Clemens

Barb Dempsey, Mayor

Date

Lisa Borgacz, City Clerk

Date

**City of Mount Clemens Dispatch Contract
Attachment A
January 1, 2016 through December 31, 2018**

Mt. Clemens Dispatch

Position	Number	2016		2017		2018		3 Year	3 Year
		Per Position	Total	Per Position	Total	Per Position	Total	Total	Average
Dispatcher (4.2)									
Wages and benefits	4.2	\$ 90,427	\$ 379,793	\$ 92,146	\$ 387,013	\$ 93,690	\$ 393,498	\$ 1,160,304	\$ 386,768
Overhead and ancillary services	4.2	14,604	61,336.80	14,882	\$ 62,504	15,130	\$ 63,546	187,387	62,462
		<u>\$ 105,031</u>	<u>\$ 441,130</u>	<u>\$ 107,028</u>	<u>\$ 449,517</u>	<u>\$ 108,820</u>	<u>\$ 457,044</u>	<u>\$ 1,347,691</u>	<u>\$ 449,230</u>

EXPLANATION OF AGENDA – December 7, 2015

Agenda Item No. 9-E

Local Officer’s Compensation Commission Recommendation

Pursuant to City Ordinance 12.600, the Local Officer’s Compensation Commission is to review the compensation of the Mayor and City Commission each odd numbered year. Currently, the Mayor’s position receives \$1,500.00 per year, and the City Commissioner’s positions receive \$900.00 per year.

The Local Officer’s Compensation Commission met on September 24, 2015 to review the compensation, and, after careful consideration, the Commission is recommending an increase in compensation as follows:

An increase of \$500.00 per year for the position of Mayor. This increase would bring the total amount of compensation for the Mayor’s position to \$2,000.00 per year.

An increase of \$300.00 per year for the position of City Commissioner. This increase would bring the total amount of compensation per Commissioner to \$1,200.00 per year.

It was acknowledged and taken into consideration that the Mayor and City Commission have not received an increase in compensation since 2001.

The recommendation of the Local Officer’s Compensation Committee is attached.

SUBMITTED BY: Lisa Borgacz, City Clerk

RECOMMENDED MOTION: To approve the Local Officer’s Compensation Commission’s recommendation of providing an increase of \$500.00 per year for the position of Mayor, and an increase of \$300.00 per year for the position of City Commissioner.

**Recommendation of the
City of Mount Clemens Compensation Committee**

Process: The Compensation Committee members present, Jack Heitchue, Cathy Leone and Wendy Callanan (Patrick Rickert and Linda Morris - absent) met on September 24, 2015 to discuss the feasibility, practicality and necessity of providing additional financial compensation to the positions of Mayor and City Commissioner. There was a fair bit of discussion as to the City's finances and its ability to substantiate an increase in compensation. There was also discussion surrounding the fact that our elected officials have not received a raise in compensation for 14 years. After our discussions and problem solving; with the help of financial information provided by Lisa, the compensation committee unanimously recommends the following:

Conclusion: An increase of \$500.00 per year for the position of Mayor. This increase would bring the total amount of compensation for the Mayor's position to \$2,000.00.

An increase of \$300.00 per year for the position of City Commissioner. This increase would bring the total amount of compensation per Commissioner to \$1,200.00.

Acknowledging the constraints of the City's budget, we suggest that the additional \$2,300.00 per year be allocated from funds earmarked for unfilled City employee positions.

We would like to thank the Mayor and Commissioners for their work and dedication to the City of Mount Clemens and we **STRONGLY** encourage this governing body to accept our recommendation.

Compensation Committee,

Jack Heitchue, Cathy Leone & Wendy Callanan

EXPLANATION OF AGENDA – December 7, 2015

Agenda Item No. 9-F

APPROVE PURCHASES AND PAYMENT OF INVOICES

VENDOR (PURCHASES)	DESCRIPTION	FUND/ DEPARTMENT/ APPROPRIATION	ACCOUNT NUMBER	AMOUNT	CURRENT BALANCE
1. Munetrix, LLC 3297 Five Points Drive Auburn Hills, MI 48326	Annual subscription For Munetrix LLC System.	General Fund/ Information Technology/ Machinery and Equipment	101-22800-982000	\$2,907.72	\$12,146.64
2. Zones, Inc. 1102 – 15 th Street SW Suite 102 Auburn, WA 98001	Purchase of three (3) Tablets for Field Inspections to be Used with BS&A.NET Upgrade	General Fund/ Information Technology/ Machinery and Equipment	101-22800-982000	\$3,874.86	\$12,146.64
3. Fleis & Vandenbrink 27725 Stansbury Boulevard Suite 150 Farmington Hills, MI 48334	Design Engineering Church Street Pavement Repairs	Major Street/ Construction/ Contractual Services	202-44647-818000	\$18,200.00	\$157,815.00

VENDOR (INVOICES)	DESCRIPTION	FUND/ DEPARTMENT/ APPROPRIATION	ACCOUNT NUMBER	AMOUNT	CURRENT BALANCE
1.Excel Industrial Electronics, Inc. 44360 Reynolds Clinton Township, MI 48036	Traveling bridge At the Retention Basin repair and The Dewatering At the Basin.	Sewer-Utilities Fund/ Retention Basin/ Contractual Services	590-53707-818000	\$3,190.00	\$4,345.82
		Sewer-Utilities Fund/ Retention Basin/ Machinery and Equipment	590-53707-982000	\$3,999.40	*

*Budget amendment to be made at a later date.

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

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



City of Mount Clemens
Finance Department
MEMORANDUM

DATE: *November 18, 2015*

TO: *Mayor and Commission*
CC: *Steve Brown, City Manager*

FROM: *Linda A. Kunath, Finance Director/Treasurer*

SUBJECT: *Munetrix, LLC. subscription*

The Munetrix system is an interactive tool that allows for financial performance comparisons to other governmental units. Macomb was the first county in Michigan to implement this comprehensive dashboard monitoring system and most all communities in Macomb have a current subscription. As part of the City's cost saving measures, this subscription was not renewed several years ago but historical data remains available on the City's website.

This subscription will assist the City of Mount Clemens with financial transparency and State of Michigan full public transparency compliance requirements. With Munetrix, financial data will be readily available and easily accessible through the City's website. Munetrix will be of use to citizens, businesses and staff, additional benefits include establish a standardized view of information used by multiple southeast Michigan communities, visually present data in colorful charts, and permit the ability to compare to other communities.

I recommend that the City of Mount Clemens subscribe annually to Munetrix LLC. system in the amount of \$2,907.72 for the license fee; included setup & training fee has been waived. Funds are available in the IT Department budget, account 10122800 982000.

December 5, 2015

Ms. Linda Kunath
Finance Director
Mount Clemens
One Crocker Boulevard
Mount Clemens, MI 48043

Dear Ms. Kunath:

Thank you for your interest in a subscription to Munetrix. Our pricing is population based, and the yearly investment is identified below. As a web-based service, there is no installation required on your part, including for any updates. All you will need is a browser to open the tool, login and begin using it.

Muni-name: Mount Clemens

Contact Name: Ms. Linda Kunath

Type: City

Contact Phone: 586-469-6818

2010 Population: 16309

Contact Email: LKunath@cityofmountclemens.com

License Fee: \$2,907.72
Premium Edition

Setup & Training Fee: \$0.00
1st Year Only

A copy of our Subscription Agreement is included with this quotation. We provide three user logins per the Subscription Agreement, but we recommend only one "Fiscal Editor" for data integrity purposes. The other two User Seats are for a Demographic Editor (all but financial) and for your IT support person. All will be asked to read and accept the Terms of Use upon registration, a copy of which can be obtained from Munetrix.com.

We look forward to the opportunity to welcome you to our growing family. If you would like to learn more about the system prior to making a decision, feel free to go to the Resources Link at Munetrix.com and watch some of our tutorial videos, or contact us directly.

If you would like to proceed with the purchase of a subscription, please print and sign the appropriate pages to this document and fax to 248-683-5826, or scan/email to: subscription@munetrix.com. Next, go to www.munetrix.com, and register using the link at the top of the homepage. We will verify your role, synchronize your credentials to activate your user license and invoice you within 48 hours.

Sincerely,

Bob Kittle
President & Co-founder
248-499-8355

bob@munetrix.com

Yes! We would like to purchase a subscription to Munetrix

Yes! We would like to sign up for a 3-year subscription and save 5% with a guaranteed Rate Lock

Authorized Signature: _____

THIS OFFER IS VALID FOR 60 DAYS

PRICING OPTIONS - MUNICIPAL EDITION

YOUR SUBSCRIPTION PACKAGE INCLUDES:

The subscription package to Munetrix bundles the following features and are included in the quoted price outlined in the Cover Letter.

- Three User Seats (as explained in the cover letter)
- Citizen's Guide to Finances (Transparency & Accountability)
- Dynamic Dashboard
- Peer Group Comparisons
- Access to Contacts (for networking purposes)
- The Munetrix® Collaboratorium™ Shared Service database
- The Munetrix DebtManager™
- Fiscal Admin tool package including Budget and Forecast Builder™
- Transparency Compliance and Report Generator
- Munetrix ProjecTracker™
- Emergency Management Coordinator Portal for School Safety Drills (Counties Only - Contact us for Special Credentials)
- No charge for New Tools as developed (Capital Asset Manager, Enhanced Trust Fund Manager, Employee Headcount Analysis)

AUTHORIZED USERS: (Please provide this information)

Fiscal Editor Name: _____

Fiscal Editor Title: _____

Fiscal Editor Email: _____

Demographic Editor Name: _____ (NOT REQUIRED)

Demographic Editor Title: _____

Demographic Editor Email: _____

IT Coordinator Name: _____ (NOT REQUIRED)

IT Coordinator Title: _____

IT Coordinator Email: _____

If you need additional user seats, please contact us at 248-499-8355

MUNETRIX SUBSCRIPTION AGREEMENT

THIS MUNETRIX SUBSCRIPTION AGREEMENT (the "Agreement") is made by and between MUNETRIX, LLC a Michigan Limited Liability Company whose address for purposes of this Agreement is 3297 Five Points Drive Auburn Hills, MI 48326 (the "Company") and Mount Clemens whose address is One Crocker Boulevard, Mount Clemens, MI 48043 (the "Licensee").

WHEREAS, MUNETRIX, LLC, offers subscriptions to the Munetrix "Municipal Metrics" financial transparency database (the "Tool") for the benefit of Administrators, Finance Officers, Business Managers, and Elected Officials, whereby they may subscribe to and be issued rights to use the Tool for fiscal transparency or business management practices;

NOW, THEREFORE, the parties hereby agree as follows:

1. **Subscription.** As a condition to the Agreement, the Licensee shall pay the Company an annual fee (the License Fee") within a commercially reasonable time following the Company's receipt of the executed Subscription Agreement, the Company agrees to provide the Licensee with full access to Editing Rights to the Munetrix Tool (the "Tool") through the Company's website (Munetrix.com).

The annual subscription will have a start date coinciding with the later of the signing of this agreement, or upon registering for use of the Tool after being granted access by the company. The end date will be the first day of the following month of the subsequent year (the "Term"). Payment is due within 30 days of a) receipt of invoice and/or b) registration for use of the Tool.

The Parties agree that the term shall automatically be renewed for successive one-year periods, and the Licensee shall pay the company a subsequent License Fee for each renewal period within 30 days of receipt of the renewal invoice. If the Licensee fails to pay the subsequent License Fee, this Agreement, and the licensed access to the Tool, shall automatically terminate. The Licensee acknowledges that the License Fee may increase in subsequent renewal periods. The Company agrees to notify the Licensee at least 60 days prior to the renewal date if any increase in the License Fee will be implemented, and if a "Rate Lock" option is available.

2. **Users.** The Subscription shall provide up to three Authorized Users of the Licensees organization the right to use the Tool during the Term. For the purposes of this Agreement, the term "Authorized Users" shall mean any finance directors, chief administrators, clerks, or other employees of the Licensee that are elected or appointed during the time the Tool is being utilized and who agree to be bound by Munetrix's Terms of Use, and/or designated by the Local Government's Chief Administrative Officer.

One of these Users is for full fiscal editing, one for demographic or background editing, and one for IT support. In the case the Licensee desires to have a third party provider, such as a CPA consultant, have editing access to the Tool, a nominal administrative fee shall apply and the addition of the third party user must be authorized by the Company and the Municipality.

3. **Licensee and User's Responsibilities.** The Licensee and User shall (i) be responsible for the accuracy, quality and legality of its data entered into the Tool (or any database that utilizes the Tool) and of the means by which such data is acquired, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Tool, and notify the Company promptly of any such unauthorized access or use, and (iii) use the Tool only in accordance with the Terms of Use and applicable laws and government regulations.

The Licensee and its Users shall not (a) make the Tool available to anyone other than Authorized Users, unless otherwise allowed or authorized per this agreement, (b) sell, resell, rent or lease the Tool, (c) use the Tool to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Tool to store or transmit viruses or malicious code, (e) interfere with or disrupt the integrity or performance of the Tool or any third-party data contained therein, or (f) attempt to gain unauthorized access to the Tool or their related systems or networks and (g) discontinue, decommission or otherwise notify Munetrix to decommission any Authorized Users from having access to the Tool upon termination of their employment from the Licensee's organization.

4. **Company Responsibilities.** At a minimum of once per year, and as long as State Agencies continue to provide access to bulk data downloads, updated F65, FID and other Financial Reports released by the State will be uploaded and will

replace any information in the system that has been input. This data will be labeled as “Historic” and subsequently be “locked down so no further editing is allowed.

Public safety, traffic safety, certain educational performance and other data will be refreshed by the Company annually, and basic system enhancements will occur periodically at no additional charge. These updates will be in the form of slight modifications that make the system more user-friendly or intuitive, and may include various additions to data or charts that can help a municipality or the general public understand the data better. No version downloads are required by the Licensee; these updates will automatically appear once released for production and a User Notification will appear upon the Licensees next log-in. The Notification feature is TURNED ON as the Tool’s default setting, and this preference may be changed by the Licensee using the system’s settings.

5. Terms of Use. The Licensee agrees to be bound by (and comply with) and agrees to cause its Authorized Users to be bound by (and comply with) Munetrix’s Terms of Use. For the purpose of this Agreement, the “Terms of Use” shall mean those certain terms of use that are set forth on Munetrix’s website and relate to the usage of Munetrix’s site, tools, and products, as modified from time to time. To the extent that there is any direct conflict between the terms of this Agreement and the Terms of Use, the terms of this Agreement shall control and prevail.
6. Guest User Link. As a condition to this Agreement, the Licensee agrees to place an approved Munetrix Citizens Guide to Finances guest user link or other means to hyperlink the Munetrix Tool to their websites homepage.
7. Limitation of Liability. The liability of the Company arising out of or related to this Agreement or the Tool shall not exceed the amount of the most recent Subscription Fee paid by the Licensee under this Agreement.
8. Relationship of the Parties. The parties to this Agreement are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
9. Assignment. Licensee may not assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the Company.
10. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

In addition to any other rights and remedies that the parties might have at law or in equity, the Company reserves the right to suspend or cancel the Licensee’s Subscription and access to the Tool in the event that the Licensee breaches (or threatens to breach) any term of this Agreement.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Use of the system is also deemed an acceptance of the agreement.
12. Governing Law. This Agreement shall be bound by the laws of the State of Michigan without regard to its conflicts of law provisions.
13. Entire Agreement. This Agreement along with the Terms of Use constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

The Licensee agrees to the provisions of this agreement and by signing authorizes the transaction to executed as of the Effective Date.

LICENSEE SIGNATURE:

By: _____

Name: *Ms. Linda Kunath*

Title: *Finance Director*

Date: _____



What you can do with Munetrix.com

Munetrix.com is a comprehensive, online suite of financial reporting, management and forecasting tools designed specifically for use by local governments and school districts. Recognizing the need for these institutions to anticipate, study, predict and report on fiscal conditions, the Munetrix web-based tool

helps public institutions better understand and communicate their financials with a wide range of stakeholders. Predictive analysis is a powerful feature of the system, assisting entities with forward planning and producing realistic assessments of fiscal health, simplified.

Full Public Transparency

- Exceeds virtually every state's transparency requirements
- Certain compliance paperwork generated is contained within the system
- Anybody can access your community information and view it in a manner best suited for them to understand with a unique guest link on your website - and you decide what to share

United States • Michigan • 05 GLSPC • Genesee County • Flint

Name	Type	Fiscal Year End	Population	Phone	Website
Flint	City	June	102,434	(810) 769-7140	http://www.chaffin.com

Multi-year General Fund Data for Flint

Year	Data Status	Fiscal Indicator Score	Population	Operating Millage	General Fund Revenue	General Fund Expenditures	Available General Fund Balance	Governmental Activities Long Term Debt	Taxable Value
2013	Forecast	0	102,434	4.50000	\$36,486,545	\$35,411,302	\$1,075,243	\$41,469,794	\$948,003,870
2014	Budget	0	102,434	4.50000	\$37,040,072	\$35,940,072	\$1,100,000	\$41,469,794	\$948,003,870
2012	Unaudited	0	102,434	4.50000	\$36,248,989	\$35,712,717	\$5,536,272	\$41,501,549	\$949,226,532
2012	Historic	0	102,434	4.50000	\$34,511,986	\$35,420,097	\$-9,108,111	\$36,591,542	\$1,146,789,005
2011	Historic	0	102,434	7.50000	\$76,160,065	\$70,823,688	\$5,336,377	\$38,560,232	\$1,146,789,005
2010	Historic	0	102,434	7.50000	\$66,233,652	\$64,742,452	\$1,491,200	\$33,141,469	\$1,305,121,403
2009	Historic	0	111,475	7.50000	\$66,935,081	\$70,196,190	\$-3,261,109	\$32,578,959	\$1,452,228,403
2008	Historic	0	110,900		\$66,630,747	\$70,453,319	\$-3,822,572	\$30,496,020	\$1,307,402,075



Our unique transparency link on your web site takes guests to your pertinent data on the Munetrix.com site.

Budget Builder™ for Multi-year Forecasting and Scenario Analysis

- Build a fiscal roadmap with up to five scenarios for any given year
- Conduct what-if and peer analysis publicly or behind the scenes
- Test budget assumptions using the proprietary fiscal scoring algorithm to predict fiscal implications
- Great for budget workshops with Boards and Citizens

Fiscal Admin Tools

Detailed F66 Data | F66 Form | Financial Report | Budget Builder™

Heads up!
By continuing with this process you acknowledge that you understand that your data will be modified.

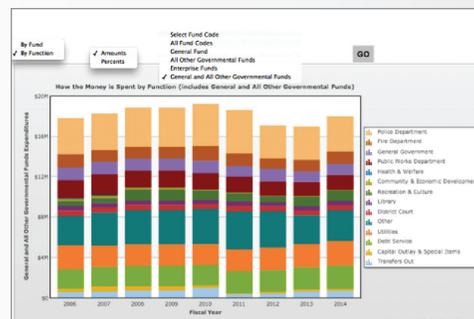
Build Budget | Cancel

Data Uploading

- Quickly upload financial information using standard templates
- Compatible with many accounting system outputs – other templates are available
- Analyze Year End and Pre-Audit results before submitting to policymakers or the state

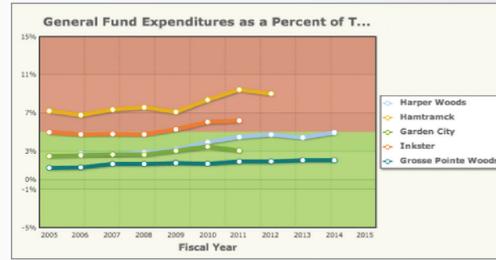
Advanced Filtering

- Truly harness the power of data by comparing, contrasting, and analyzing the data sets with nearly unlimited filtering capabilities
- Drill down for early identification of potential problems using relevant and industry vetted metrics
- Tell or sell your own story and manage expectations using the appropriate data for your community
- Add custom narratives on any or all charts as appropriate



Peer Comparisons

- Create unlimited peer groups in minutes to see how key performance indicators align with comparison communities
- Benchmark jurisdictional performance using regional averages and best practices
- Helps to quickly identify expense areas that may require attention



Dynamic Customizable Dashboard

- Take advantage of the lowest maintenance dashboard on the market, built into Munetrix.com or displayed directly on your website
- Zero-Maintenance option is available
- Generates all code for website integration automatically. Very low technical support is required
- Pick and choose what information is shown including expansion of a target year if trends are pointing in a negative direction

	FY 2011	FY 2012	Progress
Annual General Fund expenditures per capita	\$691	\$648	↑
Fund balance as % of annual General Fund expenditures	-10.3%	-28.9%	↓
Other Post Employment Benefits % Funded	0%	0%	↔
Pension % Funded	71.4%	67.9%	↓
Debt burden per capita	\$379	\$360	↑

Shared Service “Collaboratorium”

- Navigate hundreds of existing and proposed best practices to find potential cost savings specific to your needs
- Look for fresh ideas
- Communicate directly with the community author from within Munetrix to discover lessons learned



Board Member Module

- Elected officials can now have their own access to certain information in a private setting that you control



Investor Reporting

- Save money by generating financial advisor or underwriter summary reports with one mouse click versus the time-heavy process of manually gathering the information



DebtManager™

- Replace Excel files with database technology for auditor work papers
- Build complete issuances in minutes
- Generate summary or detail reports for audit preparation
- Designed to follow GASB 34 requirements



Document Storage

- Upload minutes, agendas, audits, budgets and other important documents easily. Categories are created automatically
- Bypass IT support. Munetrix Content Management System is easy to use, allowing clerical staff to perform document displays versus requiring assistance from expensive IT resources



About Munetrix

Munetrix is a Michigan Limited Liability Company headquartered in Auburn Hills. Founded in early 2010 by Bob Kittle and Richard “Buzz” Brown, Munetrix (the name is derived from “municipal metrics”) has two primary elements: public transparency to let stakeholders see how local officials are spending taxpayer funds, and financial planning for creating multi-year forecasts and budgeting.

For more information, go to www.munetrix.com or phone Bob Kittle at 248-499-8355.

Bob Kittle
President and Co-Founder

Munetrix
3297 Five Points Drive
Auburn Hills, Mi 48326
Phone: 248.499.8355

CITY OF MOUNT CLEMENS

Tabulation of quotations received and opened on Tuesday, December 1, 2015, for three (3) laptop computers for field inspections by the Community Development staff:

BIDDER	MICROSOFT SURFACE PRO 4 (256 GB, 8 GB RAM, INTEL CORE i5) (3)	MICROSOFT SURFACE PRO 4 TYPE COVER BLACK (3)	TOTAL COST
1. Adorama 50 West 17 th Street, 4 th Floor New York, NY 10011	\$1,238.70 \$3,716.10	\$90.85 \$272.55	\$3,988.65
2. B & H Foto & Electronics Corp. 420 Ninth Avenue New York, NY 10001	\$1,250.00 \$3,750.00	\$95.00 \$285.00	\$4,035.00
3. CDW Government, LLC 230 North Milwaukee Avenue Vernon Hills, IL 60061	\$1,225.00 \$3,675.00	\$108.00 \$324.00	\$3,999.00
4. Hi-Tech System Service, Inc. 3070 Palms Road Casco, MI 48064	\$1,298.00 \$3,894.00	\$138.00 \$414.00	\$4,308.00
5. Howard Industries, Inc. 36 Howard Drive Ellisville, MS 39437	\$1,313.00 \$3,939.00	\$106.00 \$318.00	\$4,257.00
6. NetSolutions, LLC 17151 Rowe Street Detroit, MI 48205	\$1,785.89 \$5,357.67	\$375.97 \$1,127.91	\$6,485.58
7. Quantum Consulting, Inc. 55 East Long Lake Road, Suite 310 Troy, MI 48085	\$1,588.94 \$4,766.82	\$148.39 \$445.17	\$5,211.99
8. Zones, Inc. 1102 – 15 th Street SW, Suite 102 Auburn, WA 98001	\$1,197.39 \$3,592.17	\$94.23 \$282.69	\$3,874.86

Linda A. Kunath
Finance Director/Treasurer



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

COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

DATE: November 24, 2015
TO: Steven M. Brown, City Manager
FROM: Brian L. Tingley, Community Development Director 
RE: **BS&A .NET Upgrade – Purchase of Tablets for Field Inspection**

The City is currently in the process of updating its BS&A software. One part of the upgraded software is the Field Inspection application which complements the Building Department software and gives users the ability to enter data while performing inspections in the field through the use of tablet computers.

Over the last several weeks, Community Development staff has been working closely with staff from BS&A and Hi-Tech, to determine which tablets were the most user friendly and cost effective. Based on this research, I recommend that the City utilize the Microsoft Surface Pro 4 tablets for use with the Field Inspection application. Some of the highlights of the application include:

- If a property maintenance issue is observed, a Code Enforcement record and inspection can be added and completed in the field.
- As the last inspection is approved, an inspector can issue the final Certificate of Occupancy or Rental Certificate of Compliance right from the tablet.
- By synchronizing through the network, inspection results and repair letters can be quickly uploaded, eliminating the need to write notes during the inspection and then reentering them into the computer later.

The recommendation to purchase 3 tablets would allow coverage for the 2 full-time Code Enforcement Officers and Rental Inspector. After staff has had the ability to work with the Field Inspection application, the determination will be made whether it is cost effective to purchase additional tablets for the part-time, contracted trade inspectors.

Thank you for your consideration.

CITY OF MOUNT CLEMENS

Tabulation of sealed Request for Qualifications/Proposals dated November 24, 2015, for Design Engineering Church Street Pavement Repairs:

BIDDER	TOTAL COST
1. BMJ Engineers and Surveyors, Inc. 519 Huron Avenue Port Huron, MI 48060	\$24,650.00
2. Fleis & Vandenbrink 27725 Stansbury Boulevard Suite 150 Farmington Hills, MI 48334	\$18,200.00
3. Giffels Webster 1025 East Maple Birmingham, MI 48009	\$29,585.00
4. Johnson & Anderson 4494 Elizabeth Lake Road Waterford, MI 48328	\$22,870.00
5. Rowe Professional Services Company 540 South Saginaw Street Suite 200 Flint, MI 48502	\$34,315.00
6. Spalding DeDecker 905 South Boulevard Rochester Hills, MI 48307	\$26,500.00

Linda A. Kunath
Treasurer/Finance Director

EXPLANATION OF CONSENT AGENDA – December 7, 2015

Agenda Item No. 10-A

Seeking Approval for the 2016 Collection of Property Taxes for the Various Taxing Units

The City currently collects property taxes on the summer and winter tax bill for Macomb Intermediate School District, Macomb Community College, Mount Clemens School District, L'Anse Creuse School District, Macomb County and Mount Clemens Public Library.

I am requesting the approval to continue the collection of their taxes. A one-percent administration fee is charged for the collection to cover the costs (approximately \$138,000.00).

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

RECOMMENDED MOTION: To approve the collection of the 2016 property taxes for the following units: Macomb Intermediate School, Macomb Community College, Mount Clemens and L'Anse Creuse School Districts, Macomb County and Mount Clemens Public Library.

EXPLANATION OF CONSENT AGENDA – December 7, 2015

Agenda Item No. 10-B

Request Approval of a Resolution Honoring Joseph Rheker III for His Service on the City Commission

Joseph Rheker III has served on the City Commission for four years, since 2011.

SUBMITTED BY: Steven M. Brown, City Manager

RECOMMENDED MOTION: Approve Resolution honoring Joseph Rheker III for his years of service on the City Commission.

EXPLANATION OF AGENDA – December 7, 2015

TO: The Honorable Mayor Barb Dempsey and
All City Commissioners

FROM: Steven M. Brown, City Manager

DATE: December 3, 2015

RE: Report from the City Manager's Office

1. BS&A Software: The Mayor and Commission, during the Fiscal Year 2016 Budget process, approved an investment in the City's ability to more efficiently and effectively provide various services to our residents and customers by authorizing an upgrade to the .net Version of BS&A software and associated training.

The software upgrade was rolled out and training has been ongoing for the past week. Our Tax, Assessing and Community Development functions have been very engaged in this process. All users were trained on the new features and reporting options available with the new programs. Staff is looking forward to utilizing this new and improved tool for providing important services more effectively.

As an additional FYI, the December 7th meeting agenda includes an associated purchase of Surface tablets to improve our staff's ability to take advantage of the capabilities of the new BS&A software while in the field.

2. Local Treasure Award Nominations: Our Local Treasure Award provides recognition to individuals that make our City a better place to live through their contributions to life in Mount Clemens. Awards are presented annually at a February Commission Meeting.

Nominations are being accepted through December 15, 2015. Nominees must be either a Mount Clemens resident or business owner. Any Mount Clemens resident can submit a nominee or nominees. All nominations must be made in writing, using the nomination form. Residents interested in making a nomination can contact the City Manager's Office at 586-469-6818, extension 7. More information, including the nomination form, is available on the City website at:

www.cityofmountclemens.com

The information is located in the Announcements box located on the Home Page of the website. We encourage residents to make nominations for this important recognition/award!

3. Website FYI: As you know, the City recently rolled out a website upgrade. We continue to improve this informational resource for people interested in Mount Clemens. One of our new capabilities on the website is a banner that appears on every page of the website that we can use to highlight very important and timely information. We use this banner to make announcements about things such as road closures, deadlines and other important matters.

We want to hear from residents about their experience with the website so we can continue to make it better and more helpful. Please visit the website often for the latest news and information about our City and let us know what you think! Feedback can be provided by:

- phone at 586-469-6818, extension 7
- by email at sbrown@cityofmountclemens.com