



WARREN CITY COUNCIL

5460 ARDEN, COMMUNITY CENTER (586) 258-2060 WARREN, MI 48092

Cecil D. St. Pierre, Jr., President
Patrick Green, Vice President
Scott C. Stevens, Secretary (Mayor Pro Tem)

Keith J. Sadowski, Asst. Sec'y
Robert Boccomino

Kelly Colegio
Steven G. Warner

A Regular Meeting of the City Council – Tuesday, October 13, 2015, at 7:00 p.m.

Members of the audience who would like to address the City Council this evening may do so under the Audience portion by filling out the designated form.

AGENDA

- 1 **CALL TO ORDER**
- 2 **PLEDGE OF ALLEGIANCE**
- 3 **ROLL CALL**
- 4 **ADOPTION OF THE CONSENT AGENDA**
- 5 **ADOPTION OF THE AGENDA**
- 6 **APPROVAL OF THE MINUTES:**
 - a) **Regular Meeting of September 22, 2015**
- 7 **APPROVAL OF THE BILLS**
 - a) **General Revenue Funds**
 - b) **Water & Sewer System**
- 8 **ANNOUNCEMENTS**
- 9 **PUBLIC HEARINGS/ADMINISTRATIVE HEARINGS:**
 - a) **PUBLIC HEARING:** Request to review and confirm Special Assessment Roll No. 469 relating to 8303 Rivard for the removal of the house, Nuisance Abatement. **CONSIDERATION AND ADOPTION OF A RESOLUTION.**
- 10 **CORRESPONDENCE FROM THE MAYOR:**
 - a) **CONSIDERATION AND ADOPTION OF A RESOLUTION** approving proposed final resolution to authorize sale of 2015 Tax-Reverted Properties to Macomb 12, LLC and Development Agreement with Macomb 12, LLC and 5 Star Investments and Realty, LLC.
 - b) **CONSIDERATION AND ADOPTION OF A RESOLUTION** to award bid and approve contract for City Project S-15-600, 21750 Hoover Road Sanitary Sewer Repair to V.I.L. Construction, Inc. in an amount not to exceed \$76,084.00. (ITB-W-9232).

- c) CONSIDERATION AND ADOPTION OF A RESOLUTION approving a contract with the Michigan Department of Transportation (MDOT) for State Trunkline Maintenance.
- d) CONSIDERATION AND ADOPTION OF A RESOLUTION approving request for an increase of budgeted revenues and appropriations of the 37th District Court in the amount of \$180,000.00 to account for receipt of a Grant from the Michigan Drug Court Program.
- e) CONSIDERATION AND ADOPTION OF A RESOLUTION approving request for an increase of budgeted revenues and appropriations of the 37th District Court in the amount of \$325,000.00 to account for receipt of a Federal Substance Abuse and Mental Health Services Administration Grant.
- f) CONSIDERATION AND ADOPTION OF A RESOLUTION approving request of the 37th District Court to Award TRI-W-9295 to furnish and install furniture through the National IPA Cooperative Contract (#P10-004) in the amount of 13,397.15.
- g) CONSIDERATION AND ADOPTION OF A RESOLUTION approving change order No. 1, Contract with Mando Construction, Inc. for the rehabilitation of a single family home at 22001 Panama (ITB-W-9040), in the amount of \$865.00.
- h) CONSIDERATION AND ADOPTION OF A RESOLUTION approving purchase of G-S Products and Service for Department of Public Works and Sanitation Division from the sole source provider, GSP Marketing, Inc., for a two (2) year period with the option to renew for three (3) additional one (1) year periods in an amount not to exceed \$35,000.00 (SOL-W-9299).
- i) CONSIDERATION AND ADOPTION OF A RESOLUTION approving award of bid RFP-W-9222 for GM Dealer Parts and Service to Hamilton Chevrolet, Jefferson Chevrolet and Rinke Chevrolet for a two (2) year period with option to renew for four (4) additional two (2) year periods, in an annual amount not to exceed \$75,000.00.
- j) CONSIDERATION AND ADOPTION OF A RESOLUTION approving award of Mack Truck Parts and Factory Authorized Service to the sole source provider, Wiegand Mack sales for a three (3) year period with the option to renew for two (2) additional one (1) year periods in an annual amount not to exceed \$150,000.00.
- k) CONSIDERATION AND ADOPTION OF A RESOLUTION approving review panel recommendation to award RFP-W-9148 for ambulance billing and collection services to AccuMed Services, Inc., for a five (5) year period with the option to renew for two (2) additional two (2) year periods followed by one final option to renew for one(1) additional year. Expenditures are based on revenues collected.
- l) CONSIDERATION AND ADOPTION OF A RESOLUTION approving award of Firefighting Personal Protective Equipment (PPE), TRI-W-9297 to Apollo Fire Equipment through the Novi cooperative bid (ITB-06032014) for twenty-five (25) sets in an amount not to accept \$44,700.00.
- m) CONSIDERATION AND ADOPTION OF RESOLUTION to award membership into the shared overdrive eBook System; SOL-W-9278 to sole source provider, Midwest Collaborative for Library Services for a one (1) year period in the amount of \$11,685.50.
- n) CONSIDERATION AND ADOPTION OF A RESOLUTION approving an addendum to the Community Partnership Program Agreement between the City of Warren and SMART to replace vehicle numbers 22116 and 25103 with vehicle numbers 35094 and 35095.

- o) CONSIDERATION AND ADOPTION OF A RESOLUTION approving the purchase of one (1) 2015 Dodge Promaster Cargo Van to Jim Riehl's Friendly Automotive Group, Inc. in the total amount of \$27,434.00. (OAK # 004229).
- p) CONSIDERATION AND ADOPTION OF A RESOLUTION approving purchase of Police vehicles through a State of Michigan MiDeal Contract and Oakland County Cooperative vehicle contracts in a total amount of \$274,194.00.
- q) Request to confirm appointments and re-appointments to the Senior Health Care Commission: Marilyn Cito replaces Gregory Jakub, term expires 7/1/16; Gemmalyn Dixon replaces Anika Corbett, term expires 7/1/17. Re-appoint: Lou Giacona, Cathy Lawson, and Helen Shoff terms expire 7/1/18.

11 MISCELLANEOUS CORRESPONDENCE:

- a) CONSIDERATION AND ADOPTION OF A RESOLUTION recognizing the Christian Brothers Auxiliary of De La Salle Collegiate High School as a Non-Profit Organization operating within the City of Warren.

12 Audience – an opportunity for citizen participation

Members of the audience who would like to address the City Council this evening may do so under the Audience portion by filling out the designated form. You will have three minutes to speak.

13 Council – Calendar of Pending Matters

14 COUNCIL BUSINESS:

- a) Zoning Board of Appeals make an appointment to fill one (1) vacant position with a term to expire September 14, 2016. This appointment fills the vacancy from the resignation of Jules Descamps.
- b) Council President Cecil D. St. Pierre, Jr., in re: Discussion regarding City obligations being paid and up to date before items can be submitted for consideration by the Zoning Board of Appeals and/or the Planning Commission.
- c) Council President Cecil D. St. Pierre, Jr., in re: Timing of traffic light located at Newport and 12 Mile Road.

15 ADJOURNMENT

**Scott C. Stevens
Secretary of the Council
Mayor Pro Tem**

Any person with a disability who needs accommodation for participation in this meeting should contact the Warren City Council Office at (586) 258-2060 – 48 hours in advance of the meeting to request assistance.

CONSENT AGENDA

The following routine items are presented for City Council approval without discussion, as a single agenda item, in order to expedite the meeting. Should any Council Member wish to discuss or disapprove any item it must be dropped from the blanket motion of approval and considered as a separate item.

Item 4:

- a) Request to schedule a Closed Session pursuant to section 8 (e) of Public Act 267 of 1976 relating to the matter of 28805 Walker Ave., Warren, Michigan/Islamic Organization of North America (IONA); MCCC Case NO. 15-1646-CZ.
- b) Request to schedule a Closed Session pursuant to section 8 (e) of Public Act 267 of 1976 relating to the matter of Motor City Pawn Brokers, Inc. v Warren Police Department, 39th District Court Case NO. 15-2527-GZ, Hon. Joseph Boedecker.
- c) Request to schedule a Closed Session pursuant to section 8 (e) of Public Act 267 of 1976 relating to the matter of Michael Shane Stetterington et al v City of Warren, James R. Fouts, Lynn Martin, Everett Murphy, Jere Green, Kevin Daily. MCCC Case No. 2015-3444-CZ; Hon. James M. Maceroni
- d) Request to review and confirm determination of nuisance relating to 6898 Lozier for the demolition of a house and garage, Nuisance Abatement SAR NO. 470. PUBLIC HEARING DATE-November 10, 2015.
- e) Request to review and confirm determination of nuisance relating to 3725 Alvina for the demolition of a house and garage, Nuisance Abatement SAR No. 472. PUBLIC HEARING DATE-November 10, 2015.
- f) Request to schedule a Public Hearing for a request to Rezone Property located on the southeast corner of Twelve Mile Road and Grobbel Avenue; 5454 Twelve Mile; from the present zoning "O", Office District, to C-2, General Business District; Section 17; Brushwood Corp. (Peter Dow). PUBLIC HEARING DATE-November 10, 2015.
- g) Request to schedule a Public Hearing for the establishment of an Industrial Development District for Dart Machinery, Ltd., 2097 Bart Avenue, Warren, MI, in Section 30. PUBLIC HEARING DATE-October 27, 2015.
- h) Request to schedule a Public Hearing for a Subdivision Property Split and Combination Request. Property is located on the west side of Winchester Avenue, approximately 325 ft. north of Beebe Ave; split the westerly 23.5 ft. of 31710 Winchester Avenue (Parcel No. 13-05-429-005) and combine said 23.5 ft. with 31719 Winchester (Parcel No. 13-05-428-017); Section 5; Christine Kowalczyk. PUBLIC HEARING DATE-November 10, 2015.
- i) Request to schedule a Public Hearing regarding approving a proposed ordinance adding Articles VI and VII to Chapter 21 creating local requirements relating to Medical Marihuana, and prohibiting odors causing a nuisance; and a proposed ordinance amending Chapter 22, Section 191 relating to marihuana possession, use and transport. (First Reading). PUBLIC HEARING DATE-November 10, 2015.
- j) Request to schedule a Public Hearing regarding approving a proposed ordinance amending Chapter 18 of the Code of Ordinances Entitled Licensing, relating to restaurant license expiration. (First Reading). PUBLIC HEARING DATE-November 10, 2015.

- k) Request to schedule a Public Hearing regarding approving a proposed ordinance amending Chapter 2, Article V, Division 10, of the Code of Ordinances, relating to the Senior Health Care Services Commission. (First Reading). PUBLIC HEARING DATE-November 10, 2015.
- l) Request to schedule a Public Hearing regarding approving a proposed ordinance amending Chapter 41, Section 41-155 regulating storm water run-off for new or redeveloped project sites. (First Reading). PUBLIC HEARING DATE-November 10, 2015.
- m) Request to schedule a Closed Session pursuant to section 8 (e) of Public Act 267 of 1976 relating to the matter of NILI 2011 LLC, EETBL LLC and Investment Realty Services LLC d/b/a SBYC Garner LLC v City of Warren; USDC-ED 2:15-CV-13392-GAD-RSW; Hon. Gershwin A. Drain.
- n) Request to schedule a Public Hearing for a request to rezone property located on the northwest corner of Ten Mile and Schoenherr Roads; 13355 Ten Mile; from R-2 two family residential district, to C-2, General Business District. Public Hearing Date-November 10, 2015.
- o) Request to review and confirm determination of nuisance relating to 8451 Jewett for the demolition of a house, Nuisance Abatement SAR No. 471. PUBLIC HEARING DATE-November 10, 2015.

**WARREN CITY COUNCIL
REGULAR MEETING
September 22, 2015**

A Regular Meeting of the Warren City Council was called for Tuesday, September 22, 2015 at 7:00 p.m. in the Warren Community Center Auditorium, at 5460 Arden, Warren, Michigan 48092.

MEMBERS OF THE COUNCIL PRESENT:

Cecil D. St. Pierre, Jr., President
Patrick Green, Vice President
Scott C. Stevens, Council Secretary
Keith J. Sadowski, Assistant Council Secretary
Robert Boccomino, Councilman
Kelly Colegio, Councilwoman
Steven G. Warner, Councilman

ABSENT:

None

Also Present:

James Van Havermaat, City Engineer
Mary Michaels, Acting City Attorney
Wilburt "Skip" McAdams, Fire Commissioner
Rob Maleszyk, City Controller
Renee Rezak, Budget Director
Gina Hensley, CDBG Community Development
Lark Samouelian, Community Development
Officer Kurt Northrup, Police
Henry Bowman, Parks and Recreations
Tracey Perry, Communications

1. **CALL TO ORDER**

Chairman St. Pierre called the meeting to order at 7:00 p.m.

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **ADOPTION OF THE CONSENT AGENDA**

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Motion:

Motion to approve made by Councilman Stevens and support motion made by Councilwoman Colegio. With the following amendments: remove item 4b.

Voice Vote:

A voice vote was taken on the motion. All "Ayes" were recorded. The motion carried (7-0).

5. **ADOPTION OF AGENDA**

Motion:

Motion to approve made by Councilman Colegio and support motion made by Councilman Green.

Voice Vote:

A voice vote was taken on the motion. All "Ayes" were recorded. The motion carried (7-0).

6. **APPROVAL OF THE MINUTES**

a) **Minutes of the Regular Meeting of September 8, 2015**

Motion:

Motion to approve made by Councilman Green and support motion made by Councilman Warner.

Voice Vote:

A voice vote was taken on the motion. All "Ayes" were recorded. The motion carried (7-0).

7. **APPROVAL OF THE BILLS**

a) **General Revenue Funds**

Motion:

Motion to approve was made by Councilman Sadowski and support motion made by Councilman Colegio.

Voice Vote:

A voice vote was taken on the motion. All "Ayes" were recorded. The motion carried (7-0).

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b) **Water & Sewer System**

Motion:

Motion to approve was made by Councilman Green and support motion made by Councilman Stevens.

Voice Vote:

A voice vote was taken on the motion. All "Ayes" were recorded. The motion carried (7-0).

8. **ANNOUNCEMENTS**

9. **PUBLIC HEARINGS/ADMINISTRATIVE HEARINGS:**

- a) **PUBLIC HEARING: (Died due to lack of support 9/8/15)** Request of Site Plan and Special Land Use Permit for an Air-Soft Gaming Facility and Semi-Truck Storage Parking; to be located on the west side of Mound Road; approximately 846 feet south of Ten Mile Road; 24649-B Mound Road; Section 29; Wojtunicki Real Estate Holdings, LLC (Tim Storey) petitioner.

Motion:

Motion to approve was made by Councilman Stevens and support motion made by Councilman Boccomino.

Roll Call:

A roll call vote was taken on the motion. The motion carried (5-2).

Councilman Stevens	Yes
Councilman Boccomino	Yes
Councilwoman Colegio	No
Councilman Green	No
Councilman Sadowski	Yes
Councilman Warner	Yes
Chairman St. Pierre	Yes

- b) **PUBLIC HEARING:** Request to approve Special Assessment Roll No. 467, relating to 25125 Peter Kaltz 13-21-353-024 (formally 25167 Peter Kaltz 13-21-353-019 lots combined) Nuisance Abatement. 1.25 story house (1408 sq. ft.) with 380 sq. ft. basement. Garage 400 sq. ft.

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demolished at 25167 Peter Kaltz, parcel number 13-21-353-020.
CONSIDERATION AND ADOPTION OF A RESOLUTION.

Motion:

Motion to approve was made by Councilman Green and support motion made by Councilman Boccomino.

Roll Call:

A roll call vote was taken on the motion. The motion carried (7-0).

Councilman Green	Yes
Councilman Boccomino	Yes
Councilwoman Colegio	Yes
Councilman Stevens	Yes
Councilman Sadowski	Yes
Councilman Warner	Yes
Chairman St. Pierre	Yes

- c) **ADMINISTRATIVE HEARING:** Request to transfer Class C Liquor with SDM License from Midway Inn, Inc., to New Midway Inn, Inc., located at 24080 Schoenherr Road, Warren, DBA Midway Bar. Nada Ibrahim applicant.

Motion:

Motion to approve was made by Councilman Stevens and support motion made by Councilman Warner.

Voice Vote:

A voice vote was taken on the motion. All "Ayes" were recorded. The motion carried (7-0).

10 CORRESPONDENCE FROM THE MAYOR:

- a) CONSIDERATION AND ADOPTION OF A RESOLUTION to approve contract modification No. 2 and final to city contract WP-14-579, Martin Road Water Main Replacement and Pavement Reconstruction, increasing the current amended contract amount by \$824.70, resulting in a final contract amount of \$3,027,914.95; and to issue payment no. 14 and Final in the amount of \$5,824.70 to DiPonio Contracting, Inc.

Motion:

Motion to approve was made by Councilman Stevens and support motion made by Councilman Boccomino.

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Roll Call:

A roll call vote was taken on the motion. The motion carried (6-1).

Councilman Stevens	Yes
Councilman Boccomino	Yes
Councilwoman Colegio	Yes
Councilman Green	No
Councilman Sadowski	Yes
Councilman Warner	Yes
Chairman St. Pierre	Yes

- b) CONSIDERATION AND ADOPTION OF A RESOLUTION to approve contract modification No. 2 and final to city contract W-12-561, 14 Mile Road at Mound and 14 Mile Road at Schoenherr Pressure Reducing Stations, increasing the current amended contract by \$29,800.50, resulting in a final contract price of \$819,714.41 and to issue payment No. 7 and Final in the amount of \$45,000.00 to Pamar Enterprises, Inc.

Motion:

Motion to approve was made by Councilman Warner and support motion made by Councilman Stevens.

Roll Call:

A roll call vote was taken on the motion. The motion carried (6-1).

Councilman Warner	Yes
Councilman Stevens	Yes
Councilwoman Colegio	Yes
Councilman Boccomino	No
Councilman Green	Yes
Councilman Sadowski	Yes
Chairman St. Pierre	Yes

- c) CONSIDERATION AND ADOPTION OF A RESOLUTION to approve a Cost Sharing Agreement with the Macomb County Department of Roads (MCDR) for rehabilitation of Mound Road between I-696 and Rinke Street.

Motion:

Motion to approve was made by Councilman Boccomino and support motion made by Councilman Sadowski.

Roll Call:

A roll call vote was taken on the motion. The motion carried (4-3).

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Councilman Boccomino	Yes
Councilman Sadowski	Yes
Councilwoman Colegio	No
Councilman Green	No
Councilman Stevens	Yes
Councilman Warner	Yes
Chairman St. Pierre	No

- d) CONSIDERATION AND ADOPTION OF A RESOLUTION to approve contract modification No. 1 and final to city contract P-14-580, Common Road and Gilbert Drive pavement reconstruction decreasing the original amount by \$12,313.17, resulting in a final contract price of \$1,477,701.28, and to issue payment No. 7 and Final in the amount of \$50,646.98 to Pamar Enterprises, Inc.

Motion:

Motion to approve was made by Councilman Stevens and support motion made by Councilman Boccomino.

Roll Call:

A roll call vote was taken on the motion. The motion carried (7-0).

Councilman Stevens	Yes
Councilman Boccomino	Yes
Councilwoman Colegio	Yes
Councilman Green	Yes
Councilman Sadowski	Yes
Councilman Warner	Yes
Chairman St. Pierre	Yes

- e) CONSIDERATION AND ADOPTION OF A RESOLUTION to approve contract modification No. 2 and final to city contract P-14-586, 2014 HMA Resurfacing Program with Ajax Paving Industries increasing the current amended contract amount by \$15,708.00, resulting in a final contract amount of \$917,451.71 and to issue payment No. 5 and Final in the amount of \$36,175.66 to Ajax Paving Industries, Inc.

Motion:

Motion to approve was made by Councilman Stevens and support motion made by Councilman Sadowski.

Roll Call:

A roll call vote was taken on the motion. The motion carried (5-2).

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Councilman Stevens	Yes
Councilman Sadowski	Yes
Councilman Boccomino	No
Councilwoman Colegio	No
Councilman Green	Yes
Councilman Warner	Yes
Chairman St. Pierre	Yes

- f) Request of the Police Department for an increase in budgeted revenues and appropriations in the amount of \$117,201.00 to account for the receipt of the 2013 Bryne Memorial Justice Assistance Grant (JAG) (\$57,517.00) and the 2014 Bryne Memorial Justice Assistance Grant (JAG) in the amount of \$59,684.00. CONSIDERATION AND ADOPTION OF A RESOLUTION.

Motion:

Motion to approve was made by Councilman Stevens and support motion made by Councilman Sadowski.

Roll Call:

A roll call vote was taken on the motion. The motion carried (7-0).

Councilman Stevens	Yes
Councilman Sadowski	Yes
Councilman Boccomino	Yes
Councilwoman Colegio	Yes
Councilman Green	Yes
Councilman Warner	Yes
Chairman St. Pierre	Yes

- g) CONSIDERATION AND ADOPTION OF A RESOLUTION approving program assistance between the City of Warren and Care House.

Motion:

Motion to TABLE was made by Councilman Warner and support motion made by Councilwoman Colegio.

Roll Call:

A roll call vote was taken on the motion. The motion carried (7-0).

Councilman Warner	Yes
Councilwoman Colegio	Yes
Councilman Boccomino	Yes

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Councilman Green	Yes
Councilman Stevens	Yes
Councilman Warner	Yes
Chairman St. Pierre	Yes

- h) CONSIDERATION AND ADOPTION OF A RESOLUTION approving shelter agreement between the City of Warren and the Macomb County Warming Center.

Motion:

Motion to TABLE was made by Councilman Green and support motion made by Councilman Stevens.

Roll Call:

A roll call vote was taken on the motion. The motion carried (7-0).

Councilman Green	Yes
Councilman Stevens	Yes
Councilman Boccomino	Yes
Councilwoman Colegio	Yes
Councilman Sadowski	Yes
Councilman Warner	Yes
Chairman St. Pierre	Yes

- i) CONSIDERATION AND ADOPTION OF A RESOLUTION approving the 2015-2016 Emergency Housing Assistance and Related Supportive Services Agreement with the Oakland Livingston Human Service Agency (OLHSA).

Motion:

Motion to TABLE was made by Councilman Stevens and support motion made by Councilwoman Colegio.

Roll Call:

A roll call vote was taken on the motion. The motion carried (7-0).

Councilman Stevens	Yes
Councilwoman Colegio	Yes
Councilman Boccomino	Yes
Councilman Green	Yes
Councilman Sadowski	Yes
Councilman Warner	Yes
Chairman St. Pierre	Yes

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- j) CONSIDERATION AND ADOPTION OF A RESOLUTION approving the 2015-2016 In-Home Support Services for the Medically Fragile Agreement with the Oakland Livingston Human Service Agency (OLHSA).

Motion:

Motion to approve was made by Councilman Warner and support motion made by Councilman Boccomino.

Roll Call:

A roll call vote was taken on the motion. The motion carried (7-0).

Councilman Warner	Yes
Councilman Boccomino	Yes
Councilwoman Colegio	Yes
Councilman Green	Yes
Councilman Sadowski	Yes
Councilman Stevens	Yes
Chairman St. Pierre	Yes

- k) CONSIDERATION AND ADOPTION OF A RESOLUTION approving an Agreement between the City of Warren and Macomb Homeless Coalition for Continuum of Care.

Motion:

Motion to approve was made by Councilman Stevens and support motion made by Councilwoman Colegio.

Roll Call:

A roll call vote was taken on the motion. The motion carried (7-0).

Councilman Stevens	Yes
Councilwoman Colegio	Yes
Councilman Boccomino	Yes
Councilman Green	Yes
Councilman Sadowski	Yes
Councilman Warner	Yes
Chairman St. Pierre	Yes

- l) CONSIDERATION AND ADOPTION OF A RESOLUTION approving an Agreement between the City of Warren and the Oakland Livingston Human Service Agency for Administration of a Tenant Based Rental Assistance Program.

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Motion:

Motion to approve was made by Councilman Warner and support motion made by Councilman Sadowski.

Roll Call:

A roll call vote was taken on the motion. The motion carried (7-0).

Councilman Warner	Yes
Councilman Sadowski	Yes
Councilman Boccomino	Yes
Councilwoman Colegio	Yes
Councilman Stevens	Yes
Councilman Green	Yes
Chairman St. Pierre	Yes

- m) CONSIDERATION AND ADOPTION OF A RESOLUTION approving an Agreement between the City of Warren and the WW Community Connections d/b/a Hope Center in Macomb.

Motion:

Motion to approve was made by Councilwoman Colegio and support motion made by Councilman Stevens.

Roll Call:

A roll call vote was taken on the motion. The motion carried (7-0).

Councilwoman Colegio	Yes
Councilman Stevens	Yes
Councilman Boccomino	Yes
Councilman Green	Yes
Councilman Sadowski	Yes
Councilman Warner	Yes
Chairman St. Pierre	Yes

- n) CONSIDERATION AND ADOPTION OF A RESOLUTION approving amendments to the 2015-2016 Housing and Community Development Action Plans HOPWA Budgets.

Motion:

Motion to approve was made by Councilman Stevens and support motion made by Councilwoman Colegio.

Roll Call:

A roll call vote was taken on the motion. The motion carried (7-0).

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Councilman Stevens	Yes
Councilwoman Colegio	Yes
Councilman Boccomino	Yes
Councilman Green	Yes
Councilman Sadowski	Yes
Councilman Warner	Yes
Chairman St. Pierre	Yes

- o) CONSIDERATION AND ADOPTION OF A RESOLUTION to award and approve RFP-W-9283, Sod and Seed Restoration Services to Frank's Landscaping and Supply, LLC, S & B Seasonal Services and Bob's Landscaping Services, Inc., in the total amount not to exceed \$150,000.00 or \$50,000.00 to each company.

Motion:

Motion to approve was made by Councilman Green and support motion made by Councilman Sadowski.

Roll Call:

A roll call vote was taken on the motion. The motion carried (7-0).

Councilman Green	Yes
Councilman Sadowski	Yes
Councilman Boccomino	Yes
Councilwoman Colegio	Yes
Councilman Stevens	Yes
Councilman Warner	Yes
Chairman St. Pierre	Yes

- p) Request of the Communications Department to award bid ITB-W-9254 for furnishing cameras and audio equipment, to the low responsible and cost effective bidder, Perlmutter Purchasing Power in the total amount of \$44,394.80. CONSIDERATION AND ADOPTION OF A RESOLUTION.

Motion:

Motion to approve was made by Councilman Stevens and support motion made by Councilman Warner.

Roll Call:

A roll call vote was taken on the motion. The motion carried (4-3).

Councilman Stevens	Yes
Councilman Warner	Yes

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Councilman Boccomino	No
Councilwoman Colegio	No
Councilman Green	Yes
Councilman Sadowski	Yes
Chairman St. Pierre	No

- q) Request of the Communications Department to award bid ITB-W-9253 for furnishing Ross Video Equipment be awarded to the low responsible and cost effective bidder, Duncan Video, Inc., in the total amount of \$31,977.07. CONSIDERATION AND ADOPTION OF A RESOLUTION.

Motion:

Motion to approve was made by Councilman Stevens and support motion made by Councilman Warner.

Roll Call:

A roll call vote was taken on the motion. The motion carried (4-3).

Councilman Stevens	Yes
Councilman Warner	Yes
Councilman Boccomino	No
Councilwoman Colegio	No
Councilman Green	Yes
Councilman Sadowski	Yes
Chairman St. Pierre	No

- r) Request of the Fire Department and Public Works (DPW) to award and purchase of Fire, Aerial, and Rescue Truck repairs through a cooperative purchasing effort with the City of Dearborn to R & R Fire Truck Repair, Inc., for a period commencing on the official date of City Council approval until June 30, 2016 with the option to renew for three (3) additional one (1) year periods, in an amount not to exceed \$100,000.00 annually. CONSIDERATION AND ADOPTION OF A RESOLUTION.

Motion:

Motion to approve was made by Councilwoman Colegio and support motion made by Councilman Boccomino.

Roll Call:

A roll call vote was taken on the motion. The motion carried (7-0).

Councilwoman Colegio	Yes
Councilman Boccomino	Yes

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Councilman Green	Yes
Councilman Sadowski	Yes
Councilman Stevens	Yes
Councilman Warner	Yes
Chairman St. Pierre	Yes

- s) CONSIDERATION AND ADOPTION OF A RESOLUTION approving proposed resolution renewing the lease agreement with St. John Providence Health System for use of the activity room at the Warren Community Center.

Motion:

Motion to approve was made by Councilman Stevens and support motion made by Councilman Sadowski.

Roll Call:

A roll call vote was taken on the motion. The motion carried (7-0).

Councilman Stevens	Yes
Councilman Sadowski	Yes
Councilman Boccomino	Yes
Councilwoman Colegio	Yes
Councilman Green	Yes
Councilman Warner	Yes
Chairman St. Pierre	Yes

- t) CONSIDERATION AND ADOPTION OF A RESOLUTION approving the proposed resolution authorizing Quit Claim Deed to City of Warren Tax Increment Finance Authority (TIFA) for Tax-Reverted Property at 7600 Ford, Parcel No. 13-33-230-013.

Motion:

Motion to approve was made by Councilman Sadowski and support motion made by Councilman Green.

Roll Call:

A roll call vote was taken on the motion. The motion carried (6-1).

Councilman Sadowski	Yes
Councilman Green	Yes
Councilman Boccomino	Yes
Councilwoman Colegio	Yes
Councilman Stevens	Yes
Councilman Warner	No

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Chairman St. Pierre Yes

- u) Request of the Water Division to award bid ITB-W-9272 for furnishing Genuine East Jordan fire hydrants and parts for a one year period, with the option to award three (3) additional one (1) year periods at the same terms and conditions, be awarded to the sole source provider EJ USA, Inc. with estimated expenditures not to exceed \$70,022.67 annually. CONSIDERATION AND ADOPTION OF A RESOLUTION.

Motion:

Motion to approve was made by Councilman Stevens and support motion made by Councilman Green.

Roll Call:

A roll call vote was taken on the motion. The motion carried (7-0).

Councilman Stevens	Yes
Councilman Green	Yes
Councilman Boccomino	Yes
Councilwoman Colegio	Yes
Councilman Sadowski	Yes
Councilman Warner	Yes
Chairman St. Pierre	Yes

- v) Request of the Water Division to award bid ITB-W-9273 for delivery of Class II sand, for a one (1) year period, to the low responsible and cost effective bidder, Bedrock Express, Ltd., in the amount of \$6.16 per ton, for a total annual amount not to exceed \$61,800.00 and to authorize the Controller's Office to pay within five (5) days of satisfactory completion of work and receipt of a proper invoice in the Controller's Office, to take advantage of the 5% discount. Savings estimated at \$3,090.00 for a total net cost to the Water Division of \$58,710.00. CONSIDERATION AND ADOPTION OF A RESOLUTION.

Motion:

Motion to approve was made by Councilman Stevens and support motion made by Councilman Green.

Roll Call:

A roll call vote was taken on the motion. The motion carried (7-0).

Councilman Stevens Yes

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Councilman Green	Yes
Councilman Boccomino	Yes
Councilwoman Colegio	Yes
Councilman Sadowski	Yes
Councilman Warner	Yes
Chairman St. Pierre	Yes

- w) Request of the City Controller for a re-appropriation of funds for various departments in need of equipment, vehicles, services, capital improvements and grant expenditures that were approved in the prior year's budget but not received or completed by June 30, 2015.
CONSIDERATION AND ADOPTION OF A RESOLUTION.

Motion:

Motion to approve was made by Councilman Warner and support motion made by Councilman Sadowski.

Roll Call:

A roll call vote was taken on the motion. The motion carried (7-0).

Councilman Warner	Yes
Councilman Sadowski	Yes
Councilman Boccomino	Yes
Councilwoman Colegio	Yes
Councilman Green	Yes
Councilman Stevens	Yes
Chairman St. Pierre	Yes

11 MISCELLANEOUS CORRESPONDENCE:

- a) CONSIDERATION AND ADOPTION OF A RESOLUTION recognizing the Regina High School Mother's Guild as a Non-Profit Organization operating within the City of Warren.

Motion:

Motion to approve was made by Councilman Stevens and support motion made by Councilman Sadowski.

Voice Vote:

A voice vote was taken on the motion. All "Ayes" were recorded. The motion carried (7-0).

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- b) CONSIDERATION AND ADOPTION OF A RESOLUTION recognizing I Heart Dogs Rescue and Animal Haven as a Non-Profit Organization operating within the City of Warren.

Motion:

Motion to approve was made by Councilman Stevens and support motion made by Councilwoman Colegio.

Voice Vote:

A voice vote was taken on the motion. All "Ayes" were recorded. The motion carried (7-0).

12 Audience – an opportunity for citizen participation

Members of the audience who would like to address the City Council this evening may do so under the Audience portion by filling out the designated form. You will have three minutes to speak.

Geina Deake-Street sweeper issues and concerns on Jewitt Street

Motion:

Motion to approve was made by Councilwoman Colegio to have street sweeper return to Jewitt and Have Engineering Division address the hole in the street where the construction cone was resting and support motion made by Councilman Stevens.

Voice Vote:

A voice vote was taken on the motion. All "Ayes" were recorded. The motion carried (7-0).

Vicky Malleck-Elza Street concerns

Larry Lison-Elza Street concerns

Motion:

Motion to approve was made by Councilman Stevens directing DPW to use Dura patching on Elza Street to help clean it up and for Engineering to report to Council where Elza Street is on the repair list of streets support motion made by Councilman Boccomino.

Voice Vote:

A voice vote was taken on the motion. All "Ayes" were recorded. The motion carried (7-0).

Gloria Sankuer-Abortion issues

13 Council – Calendar of Pending Matters

14 COUNCIL BUSINESS:

- a) Council Secretary/Mayor Pro Tem, Scott C. Stevens: Request for resolution in support of Senate Bill 109 which would amend Public Act 33 and directing the Council's Lobbyist, Leadership Consultants to deliver the resolution to the House and Senate.

Motion:

Motion to support of Senate Bill 109 to amend Public Act 33 Regarding Public Service (safety) funding and to have the Council Office deliver the resolution in lieu of the Lobbyist, Leadership Consultants. Support motion made by Councilman Boccomino.

Roll Call:

A roll call vote was taken on the motion. The motion carried (6-1).

Councilman Stevens	Yes
Councilman Boccomino	Yes
Councilwoman Colegio	Yes
Councilman Green	Yes
Councilman Sadowski	No
Councilman Warner	Yes
Chairman St. Pierre	Yes

- b) Zoning Board of Appeals appointments to fill two (2) vacant positions with terms to expire September 14, 2018 and to confirm the re-appointment of Steve Watriont for a term to expire September 14, 2018.

Motion:

Motion to re-appoint Steve Watriont to the ZBA was made by Councilman Green and supported by Councilman Stevens.

Voice Vote:

A voice vote was taken on the motion. All "Ayes" were recorded. The motion carried (7-0).

Nominations were made on behalf of all the applicants: Jeremy Fisher, Jeremy Wallace, Rick Tabbi, and Chuck Anglin.

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After all votes were tallied, there were five votes for Chuck Anglin; Four votes for Rick Tabbi; Two for Jeremy Wallace and one for Jeremy Fisher.

Chuck Anglin and Rick Tabbi were both appointed to the ZBA for a term of office to expire September 14, 2018.

15 ADJOURNMENT

Motion:

A motion to adjourn was made by Councilman Sadowski and support motion made by Councilman Warner.

Voice Vote

A voice vote was taken on the motion and all "Ayes" were recorded. The motion carried (7-0). The meeting adjourned at 8:39 p.m.

Scott C. Stevens
Secretary of the Council
Mayor Pro Tem

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FUND	FUND NAME	TOTAL DISBURSEMENTS
101	GENERAL FUND	\$ 1,625,231.46
202	MTF ACT 51 MAJOR OPERATNG	26,607.97
203	MTF ACT 51 LOCAL OPERATNG	8,195.22
204	2011 LOCAL STREET R&M	536,729.91
208	RECREATION SPEC REVENUE	621,310.71
226	SANITATION SPECIAL REV	70,581.27
230	RENTAL ORDINANCE REVENUE	1,121.54
250	COMMUNICATIONS	168,037.10
260	VICE CRIME CONFISCATION	972.50
261	DRUG FORFEITURE FUND	16,956.59
262	POLICE TRAINING FUND	3,005.00
271	LIBRARY SPECIAL REVENUE	152,656.94
273	CDBG ENTITLEMENT FUND	50,831.50
277	H.O.M.E.	88,071.72
278	HOUSING OPPORTUNITIES	28,804.60
279	NSP - 1	9,156.33
280	NSP - 3	87.79
410	37TH D.C. BLDG RENOVATION	456.60
436	2008 CAPITAL IMPROV BONDS	91,935.57
494	DDA ADMINISTRATION FUND	199.92
536	SENIOR HOUSING - STILWELL	24,825.54
537	SENIOR HOUSING-JOS. COACH	581,570.64
701	UNALLOCATED TAX FUND	99,387.20
704	FIRE INSURANCE WITHHOLDNG	9,406.73
750	PAYROLL REVOLVING FUND	250,045.18
801	S/A REVOLVING FUND	<u>1,151.00</u>
TOTAL CITY DISBURSEMENTS		<u>\$ 4,467,336.53</u>

CITY OF WARREN
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GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	731	AT&T	4482275	1,673.59
	VARIOUS	MONTHLY PHONE SERVICE		
101	731	AT&T	4482278	175.08
	FIRE DEPARTMENT	MONTHLY PHONE SERVICE		
101	12276	AT&T LONG DISTANCE	4482277	27.65
	37TH DISTRICT COURT	LONG DISTANCE SERVICE		
101	11369	AT&T MOBILITY	4482279	452.01
	VARIOUS	CELLULAR SERVICE		
101	80206	BLUE CARE NETWORK	4482289	247,989.94
	VARIOUS	HEALTH INSURANCE PREMIUM		
101	80029	DELTA DENTAL OF MICHIGAN	4482270	38,484.17
	VARIOUS	DENTAL INSURANCE PREMIUM		
101	323	DTE ENERGY	4482280	5,461.02
	VARIOUS	ELECTRIC SERVICE		
101	323	DTE ENERGY	4482281	3,439.44
	VARIOUS	ELECTRIC SERVICE		
101	324	DTE ENERGY	4482287	233,012.88
	HIGHWAY STREET LIGHTING	ELECTRIC SERVICE		
101	80023	GOLDEN DENTAL PLANS	4482271	2,571.08
	VARIOUS	DENTAL PREMIUMS		
101	13015	PAETEC	4482274	48.42
	FIRE DEPARTMENT	PHONE SERVICE		
101	14433	PAETEC TELEPHONE	4482284	6,747.43
	VARIOUS	TELEPHONE SERVICE		
101	12239	VERIZON WIRELESS	4482282	3,034.55
	VARIOUS	CELLULAR SERVICE		
101	11094	XO COMMUNICATIONS LLC	4482283	49.54
	ADMIN UNALLOCATED EXPENSE	MONTHLY PHONE SERVICE		
101	125	ABEL ELECTRONICS INC	558773	47.97
	D P W GARAGE	ELECTRICAL SUPPLY		
101	9421	AIS CONSTRUCTION EQUIPMNT	558929	1,041.90
	D P W GARAGE	EQUIPMENT SUPPLY		
101	99998	ALEXANDER PIECYK	559225	160.00
	REVENUES	ELEC PERMIT REFUND		
101	7775	ALL SEASONS OUTDOOR EQUIP	558896	1,418.44
	D P W GARAGE	EQUIPMENT SUPPLY		
101	43	ALLIE BROTHERS INC	558767	1,187.80
	FIRE DEPARTMENT	UNIFORMS		
101	7543	ALLIED EAGLE SUPPLY CO	558892	885.40
	BUILDING MAINTENANCE	MAINTENANCE SUPPLY		
101	16201	ALTA EQUIPMENT	559160	778.00
	D P W GARAGE	OPERATING SUPPLY		
101	53	AM-DYN-IC FLUID POWER INC	558768	1,089.11
	D P W GARAGE	EQUIPMENT SUPPLY		
101	13878	AMERICAN INK PRINTING	559041	1,078.03
	BEAUTIFICATION	PRINTING		
101	99998	AMERICAN JEWELRY & LOAN	559227	60.00
	REVENUES	REFUND BUSINESS LICENSE		

CITY OF WARREN
 BILLS TO BE APPROVED FOR PAYMENT
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GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	62	AMERICAN PUBLIC WORKS	558769	204.00
		ENGINEERING & INSPECTIONS DUES		
101	13532	ANDREA C IRONS	559026	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	9457	ANDREW M CANU	558930	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	11588	ANTHONY VALLETTA	558981	25.00
		FIRE DEPARTMENT REIMBURSEMENT		
101	7481	APOLLO FIRE APPARATUS	558891	1,681.70
		VARIOUS VEHICLE MAINTENANCE		
101	77	APOLLO FIRE EQUIPMENT CO	558770	1,519.70
		VARIOUS VEHICLE MAINT/OPERATING		
101	15558	APPLIED IMAGING	559129	4,278.93
		VARIOUS COPY CHARGES		
101	15610	APRISA TECHNOLOGY INC	559131	4,962.88
		VARIOUS SOFTWARE LICENSES		
101	10612	ARC	558954	9.10
		TREASURER HIGH SPEED COPYING		
101	16580	ASHLEY KURUVILLA	559204	100.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	15965	AT&T GLOBAL SERVICES INC	559145	520.00
		POLICE DEPARTMENT REPAIR SERVICES		
101	13199	AVIS CHOULAGH LAW PLLC	559015	987.50
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	8398	B & H PHOTO - VIDEO INC	558910	95.00
		FIRE DEPARTMENT ELECTRONIC SUPPLIES		
101	16577	BASIC CORPORATE	559201	4,050.00
		HUMAN RESOURCES ACA FILING SERVICES		
101	8534	BEARING SERVICE INC	558914	16.52
		D P W GARAGE VEHICLE MAINTENANCE		
101	13221	BECKY HETCHLER	559016	70.50
		VILLAGE HISTORICAL COMM REIMBURSEMENT		
101	126	BELL EQUIPMENT CO	558774	374,718.18
		D P W GARAGE STREET SWEEPERS/EQUIP SUPPLY		
101	132	BID'S SERVICE INC	558775	4.23
		D P W GARAGE EQUIPMENT SUPPLY		
101	136	BINSON'S HOME HEALTH	558776	102.00
		FIRE DEPARTMENT MEDICAL SUPPLY		
101	10776	BOUND TREE MEDICAL	558957	57.80
		FIRE DEPARTMENT MEDICAL SUPPLY		
101	70291	BRENDAN BROSNAN	559210	634.84
		POLICE DEPARTMENT PLAINCLOTHES		
101	8323	BS & A SOFTWARE	558907	3,018.00
		TREASURER COMPUTER SOFTWARE		
101	171	BURWOOD BUSINESS MACHINES	558777	107.40
		37TH DISTRICT COURT COPIER SERVICE/SUPPLY		
101	184	C & G PUBLISHING INC	558778	1,824.30
		VARIOUS PUBLIC NOTICE		

CITY OF WARREN
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GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	11621	C & J PARKING LOT	558983	225.00
		BUILDING MAINTENANCE	PARKING LOT SWEEPING	
101	16380	CANDACE DROMOWICZ	559177	300.00
		37TH DISTRICT COURT	RECORDING SERVICES	
101	11031	CANNON EQUIPMENT	558966	95.40
		D P W GARAGE	VEHICLE MAINTENANCE	
101	11646	CARL HAUSWIRTH	558984	25.00
		BUILDING INSPECTIONS	REIMBURSEMENT	
101	99998	CARL KULAGA	559229	33.70
		37TH DISTRICT COURT	JURY DUTY	
101	16129	CARTER'S CEMETERY	559154	875.00
		VILLAGE HISTORICAL COMM	CEMETARY MAINTENANCE	
101	215	CENTRAL OIL CO	558780	3,339.63
		D P W GARAGE	OIL PRODUCTS	
101	16021	CHARLES J PRYOR	559148	50.00
		PLANNING	PLANNING COMMISSION	
101	99998	CHARLES PAQUETTE	559230	32.90
		37TH DISTRICT COURT	JURY DUTY	
101	70360	CHARLES RUSHTON	559213	216.45
		POLICE DEPARTMENT	PLAINCLOTHES	
101	222	CHESTER BOOT SHOP	558781	550.00
		FIRE DEPARTMENT	SHOES/BOOTS	
101	16417	CHLORIDE SOLUTIONS LLC	559182	8,005.25
			MAINTENANCE SERVICE	
101	11296	CHRISTOPHER PRESS DDS PC	558974	3,079.50
		37TH DISTRICT COURT	DRUG COURT DENTAL SERVICE	
101	15213	CINCINNATI TIME	559108	41.57
		37TH DISTRICT COURT	TIME CLOCK SUPPLY	
101	11219	CINTAS FIRST AID & SAFETY	558971	526.81
		BUILDING MAINTENANCE	FIRST AID SUPPLY	
101	1217	CITY OF WARREN	558825	61.40
		LEGAL	PETTY CASH	
101	1224	CITY OF WARREN	558827	4,000.00
		POLICE DEPARTMENT	REIMBURSE SID PETTY CASH	
101	1945	CITY OF WARREN	558838	49.99
		CLERK	PETTY CASH	
101	16005	CLASS 'A' TRAINING CENTER	559147	8,338.00
		37TH DISTRICT COURT	DRUG TESTING	
101	14530	CLAUDETTE ROBINSON	559069	50.00
		PLANNING	PLANNING COMMISSION	
101	9742	CLINTON RIVER WATERSHED	558941	6,000.00
		ENGINEERING & INSPECTIONS	STORMWATER EDUCATION SERV	
101	9144	COLONIAL TITLE	558924	663.00
		VARIOUS	TITLE SEARCH	
101	3667	COMCAST CABLEVISION	558862	9.49
		FIRE DEPARTMENT	CABLE TELEVISION	
101	6425	COMMERCIAL JANITORIAL	558882	354.02
		D P W GARAGE	MAINTENANCE SUPPLY	

CITY OF WARREN
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GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	12207	COMPLETION HOUSE INC	558992	5,945.00
		37TH DISTRICT COURT DRUG COURT REHABILITATION		
101	14635	COMPONE ADMINISTRATORS	559075	85,392.43
		WORKERS COMPENSATION		
101	5454	CONTRACTORS CLOTHING CO	558874	244.94
		D P W GARAGE UNIFORM		
101	99998	CORALEE TRPKOVSKI	559232	33.50
		37TH DISTRICT COURT JURY DUTY		
101	14756	CREST FORD, INC	559081	585.16
		D P W GARAGE VEHICLE MAINTENANCE		
101	14938	CUMMINS BRIDGEWAY LLC	559091	100.00
		D P W GARAGE EQUIPMENT MAINTENANCE		
101	5569	DALES LANDSCAPING SUPPLY	558876	178.00
		D P W GARAGE LANDSCAPING SUPPLY		
101	12531	DANA FREERS	558999	200.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	15391	DANIELLE GALASSO	559118	98.15
		ADMIN UNALLOCATED EXPENSE TRAVEL EXPENSE		
101	8893	DATA MEMORY SYSTEMS	558920	57.00
		FIRE DEPARTMENT SOFTWARE UPGRADE		
101	16069	DAVID BEAN	559150	25.00
		BUILDING INSPECTIONS REIMBURSEMENT		
101	13595	DAVID J LUSN	559030	75.00
		BUILDING INSPECTIONS REIMBURSEMENT		
101	99998	DAVID MERCIEZ	559234	34.90
		37TH DISTRICT COURT JURY DUTY		
101	8396	DAVID PUTRYCUS	558909	400.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	4490	DAVID R HAUGAN	558867	50.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	9336	DAVID WORDEN	558927	200.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	6175	DAWN M WALTON	558879	375.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	13638	DEAF COMMUNITY ADVOCACY	559035	277.84
		37TH DISTRICT COURT INTERPRETING SERVICES		
101	14374	DEALER AUTO PARTS SALES	559061	239.90
		D P W GARAGE VEHICLE MAINTENANCE		
101	12229	DEBORAH WHYMAN	558994	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	3627	DELANG FLUID POWER INC	558860	399.49
		D P W GARAGE VEHICLE MAINTENANCE		
101	80101	DELTA DENTAL OF MICHIGAN	559222	22,959.99
		VARIOUS P&F RETIREES DENTAL		
101	80110	DELTA DENTAL PLAN	559223	3,541.14
		VARIOUS RETIREES DENTAL INSURANCE		
101	99998	DENISE GOODIER	559236	33.70
		37TH DISTRICT COURT JURY DUTY		

CITY OF WARREN
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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	99998	DENNIS DUVALL	559237	33.50
		37TH DISTRICT COURT JURY DUTY		
101	12708	DENNIS LARSON	559002	454.23
		CRIME COMMISSION REIMBURSEMENT		
101	99998	DENNIS LILLEY	559238	33.70
		37TH DISTRICT COURT JURY DUTY		
101	8133	DEPENDABLE WHOLESALE INC	558903	7,951.74
		D P W GARAGE HEAVY DUTY TIRE REPAIR		
101	317	DETROIT CHEMICAL & PAPER	558785	163.53
		BUILDING MAINTENANCE MAINTENANCE SUPPLY		
101	15428	DIANA SHKRELI	559119	200.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	13332	DIGIGRAPHX	559020	960.00
		VARIOUS UNIFORM		
101	15855	DIRECT PAPER SUPPLY	559140	976.50
		POLICE DEPARTMENT OPERATING SUPPLY		
101	14241	DONALD C WHEATON JR	559055	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	5020	DOUGLAS J BRINKMAN	558873	200.00
		CIVIL SERVICE-POL & FIRE P&F CIVIL SERVICE COMMISS		
101	12257	DRAMATIC GRAPHICS	558995	365.00
		POLICE DEPARTMENT PROMOTIONAL SUPPLY		
101	13756	DRIVELINE PERFORMANCE	559037	1,639.30
		D P W GARAGE VEHICLE MAINTENANCE		
101	7365	DSS CORPORATION	558890	100.85
		37TH DISTRICT COURT OPERATING SUPPLY		
101	944	ED RINKE CHEVROLET	558813	2,252.14
		D P W GARAGE VEHICLE MAINTENANCE		
101	16286	EDNA M KARPINSKI	559168	50.00
		PLANNING PLANNING COMMISSION		
101	631	EDWARD C LEVY CO	558800	2,302.62
		PAVING MATERIAL		
101	15549	EDWARD TROJANOWSKI	559128	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	371	EJ USA INC	558790	1,440.36
		D P W GARAGE EQUIPMENT SUPPLY		
101	8494	ELDER FORD INC	558912	403.46
		D P W GARAGE VEHICLE MAINTENANCE		
101	10129	ELECTRONIC SECURITY SYS	558947	170.00
		POLICE DEPARTMENT MAINTENANCE SERVICE		
101	16586	ELISHA OAKES	559206	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	14092	ELITE IMAGING SYSTEMS	559051	133.53
		37TH DISTRICT COURT COPIER USAGE		
101	13813	ELITE PEST MANAGEMENT	559039	444.00
		VARIOUS PEST CONTROL		
101	13008	ELITE TRAUMA CLEAN UP INC	559010	235.00
		VARIOUS BIO HAZARD CLEANUP		

CITY OF WARREN
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GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	16337	ELIZABETH A FERGUSON	559173	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	99998	ELIZABETH HOLLAND	559239	33.10
		37TH DISTRICT COURT JURY DUTY		
101	6769	EMPCO INC	558885	660.00
		HUMAN RESOURCES PROMOTIONAL EXAM		
101	14279	ERIC SIROVEY	559057	36.23
		37TH DISTRICT COURT MILEAGE		
101	16590	EXAMWORKS INC	559209	1,950.00
		HUMAN RESOURCES MEDICAL SERVICES		
101	16498	EXOTIC AUTOMATION SUPPLY	559188	2,225.25
		D P W GARAGE OPERATING SUPPLY		
101	400	FEDERAL EXPRESS CORP	558791	22.25
		ENGINEERING & INSPECTIONS EXPRESS MAIL		
101	404	FIRE EQUIPMENT CO INC	558792	540.00
		BUILDING MAINTENANCE FIRE ALARM INSPECTION		
101	405	FIRE EXTINGUISHER SALES	558793	1,033.75
		VARIOUS EXTINGUISHER SERVICE		
101	13947	FITZGERALD HIGH SCHOOL	559045	265.00
		CULTURAL COMMISSION OPERATIONAL GRANT		
101	14607	FLEET PRIDE HEAVY DUTY	559073	1,904.54
		D P W GARAGE AUTO PARTS		
101	99998	FOUNDATION SYSTEMS	559241	92.00
		REVENUES PLBG PERMIT REFUND		
101	15729	FOUR SEASONS RADIATOR	559134	670.00
		D P W GARAGE VEHICLE MAINTENANCE		
101	16440	FRANKS LANDSCAPING	559183	5,575.00
		BUILDING MAINTENANCE LANDSCAPING MAINTENANCE		
101	15880	FRONTLINE OF MICHIGAN INC	559141	790.00
		FIRE DEPARTMENT BATTERY PACKS		
101	15934	GAIL DIETZ	559143	226.29
		ADMIN UNALLOCATED EXPENSE REIMBURSEMENT		
101	1164	GALEANA VAN DYKE DODGE	558822	530.04
		D P W GARAGE VEHICLE MAINTENANCE		
101	15977	GAME TIME	559146	4,990.40
		ANIMAL RIGHTS COMMISSION DOG PARK EQUIPMENT		
101	13932	GARRETT DOOR CO	559044	1,421.60
		VARIOUS OVERHEAD DOOR SERVICE		
101	439	GAYLORD BROS INC	558794	89.61
		HISTORICAL COMMISSION LIBRARY SUPPLY		
101	4492	GAZEBO BANQUET CENTER	558868	1,240.06
		BEAUTIFICATION AWARDS DINNER		
101	10996	GEMINI FORMS & SYSTEMS	558964	580.00
		TREASURER PRINTING		
101	14308	GENEVIEVE LYNN TAYLOR	559060	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	15475	GENUINE PARTS COMPANY	559121	1,498.86
		D P W GARAGE VEHICLE PARTS		

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	4750	GEORGE LASKA	558870	225.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	99998	GLENN BLANKENBECKLER	559242	34.10
		37TH DISTRICT COURT JURY DUTY		
101	15273	GOLD COIN LAUNDRIES LLC	559111	555.17
		FIRE DEPARTMENT LAUNDRY SERVICE		
101	9029	GORDON FOOD SERVICE INC	558922	91.16
		ADMIN UNALLOCATED EXPENSE PARTY ROOM/BANQUET SUPPLY		
101	10875	GOV CONNECTION INC	558961	1,713.59
		VARIOUS COMPUTER EQUIPMENT		
101	16413	GSP MARKETING INC	559179	2,825.87
		D P W GARAGE OPERATING SUPPLY		
101	15052	GUARDIAN PROTECTIVE	559098	194.40
		POLICE DEPARTMENT OPERATING SUPPLY		
101	16579	HALFMOON EDUCATION INC	559203	747.00
		ENGINEERING & INSPECTIONS SEMINAR		
101	15071	HALLAHAN & ASSOCIATES PC	559101	8,375.24
		ASSESSING PROFESSIONAL SERVICES		
101	10874	HALT FIRE INC	558960	6,576.11
		D P W GARAGE VEHICLE MAINTENANCE		
101	13033	HD SUPPLY WATERWORKS	559013	1,477.64
		D P W GARAGE OPERATING SUPPLY		
101	12572	HERMAN MCMILLEN	559000	245.00
		BUILDING INSPECTIONS REIMBURSEMENT		
101	15302	HEWLETT-PACKARD STATE	559113	4,009.55
		VARIOUS COMPUTER EQUIP/SOFTWARE LICENSES		
101	235	HL CLAEYS & CO	558782	1,426.00
		VARIOUS PLUMBING SUPPLY		
101	6187	HOME DEPOT CREDIT SERVICE	558880	563.59
		VARIOUS MAINTENANCE SUPPLY		
101	7814	HOWARD L SHIFMAN PC	558899	6,716.00
		ADMIN UNALLOCATED EXPENSE PROFESSIONAL SERVICES		
101	8950	HYLANT GROUP	558921	3,292.82
		ADMIN UNALLOCATED EXPENSE WORK COMP AUDIT/NOTARY BOND		
101	537	INDUSTRIAL BROOM SERVICE	558798	733.00
		D P W GARAGE EQUIPMENT SUPPLY		
101	13601	J & B MEDICAL SUPPLY	559032	3,781.39
		FIRE DEPARTMENT EMS SUPPLY		
101	348	JACK DOHENY SUPPLIES INC	558789	2,816.36
		D P W GARAGE EQUIPMENT SUPPLY		
101	13911	JAMES P CONRAD ATTORNEY	559043	675.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	70376	JARED SPYBROOK	559214	95.35
		POLICE DEPARTMENT PLAINCLOTHES		
101	15595	JASON MCCLANAHAN	559130	50.00
		PLANNING PLANNING COMMISSION		
101	99998	JASON ROBERTI	559245	33.70
		37TH DISTRICT COURT JURY DUTY		

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	99998	JASON WALDRON	559246	33.50
		37TH DISTRICT COURT JURY DUTY		
101	15671	JENNA BOMMARITO	559133	500.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	16043	JENNIFER A ANDARY PC	559149	300.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	9298	JENNIFER CHUPA	558926	1,000.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	11162	JESSICA BROWN	558970	134.86
		ADMIN UNALLOCATED EXPENSE TRAVEL EXPENSE		
101	14378	JOCELYN HOWARD	559062	50.00
		PLANNING PLANNING COMMISSION		
101	99998	JOE WINOWSKI PLUMBING	559247	64.00
		REVENUES PLBG PERMIT REFUND		
101	2231	JOHN R SPRING & TIRE CTR	558842	476.84
		D P W GARAGE VEHICLE MAINTENANCE		
101	13598	JOHN S KUPIEC	559031	50.00
		PLANNING PLANNING COMMISSION		
101	13314	JOHNSON CONTROLS INC	559019	2,693.71
		BUILDING MAINTENANCE HVAC MAINTENANCE		
101	12966	JONATHAN BIERNAT	559009	337.50
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	14088	JR SERVICES GROUP LLC	559050	35,175.51
		PROPERTY MAINTENANCE WEED MOWING SERVICES		
101	11239	JULIE A HLYWA	558972	550.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	8412	KATHLEEN G GALEN	558911	525.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	16285	KATHLEEN MILLER	559167	250.00
		CIVIL SERVICE-POL & FIRE P&F CIVIL SERVICE COMMISS		
101	15736	KATHLEEN TEMPLIN	559135	165.00
		37TH DISTRICT COURT 3/4 HOUSING		
101	99998	KEARNS BROTHERS INC	559249	96.00
		REVENUES ZONING/BLDG PERMIT REFUND		
101	3860	KENNETH J WROBEL	558863	100.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	16210	KEVIN M SOMMERS	559162	250.00
		CIVIL SERVICE-POL & FIRE P&F CIVIL SERVICE COMMISS		
101	8873	KEVIN SCHNEIDER	558919	75.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	14466	KIRK REHN	559067	20.00
		BUILDING INSPECTIONS REIMBURSEMENT		
101	2386	KURT DAVIS	558843	323.88
		BUILDING INSPECTIONS REIMBURSEMENT		
101	10615	KYMBERLY SHINNEMAN	558955	1,137.50
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	14704	LAURA MARJI	559079	300.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		

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101	16527	LAURA POLIZZI	559193	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	15337	LAW OFFICE JUSTIN POLLARD	559115	725.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	13881	LAZER HYDRAULIC & HOSE	559042	284.15
		D P W GARAGE MAINTENANCE SUPPLIES		
101	12652	LEADERSHIP CONSULTANTS	559001	18,600.00
		COUNCIL LEGISLATIVE CONSULTING		
101	15488	LINCOLN HIGH SCHOOL	559123	265.00
		CULTURAL COMMISSION OPERATIONAL GRANT		
101	14306	LISA RYAN	559059	425.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	9871	LOWES HOME IMPROVEMENT	558944	52.20
		BUILDING MAINTENANCE MAINTENANCE SUPPLY		
101	14167	M-97 AUTO DEALER	559054	390.00
		D P W GARAGE VEHICLE MAINTENANCE		
101	99998	MACOMB COUNTY	559251	85.00
		CLERK RECORDING FEES		
101	661	MACOMB COUNTY FINANCE	558802	10,255.58
		VARIOUS RADIO CHARGES		
101	666	MACOMB COUNTY TREASURER	558804	1,722.50
		TRAILER PARK RENTALS		
101	13425	MACOMB COUNTY TREASURER	559022	427.95
		STATE TAX COMMISSION		
101	9794	MACOMB LIBERTY ELECTRIC	558942	1,040.00
		FIRE DEPARTMENT ELECTRICAL SERVICE		
101	99998	MARIA WIDZINSKI	559257	33.50
		37TH DISTRICT COURT JURY DUTY		
101	7290	MARK J C TORRICE	558889	575.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	9739	MARY CLARK	558940	300.00
		PLANNING STENOGRAPHIC SERVICES		
101	99998	MARY KILROY	559258	33.70
		37TH DISTRICT COURT JURY DUTY		
101	16164	MATHEWS ELECTRIC INC	559158	2,291.08
		VARIOUS ELECTRICAL SERVICE		
101	1702	MATTHEW RUMORA	558837	700.00
		37TH DISTRICT COURT VISITING JUDGE		
101	99998	MAYSA SAVAYA	559259	33.50
		37TH DISTRICT COURT JURY DUTY		
101	16530	MD SOLUTIONS INC	559194	8,952.00
		OPERATING SUPPLY		
101	13796	MELANIE WEIDMAYER	559038	5,300.00
		CLERK ACCUVOTE PROGRAMMING		
101	16281	MEROLLIS CHEVROLET	559166	700.94
		D P W GARAGE VEHICLE MAINTENANCE		
101	8730	MERVIN R GROBBEL	558917	473.88
		BUILDING INSPECTIONS MILEAGE/REIMBURSEMENT		

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101	724	METROPOLITAN AIR	558806	754.00
		D P W GARAGE	EQUIPMENT MAINTENANCE	
101	3243	MFASCO HEALTH & SAFETY CO	558854	77.15
		POLICE DEPARTMENT	FIRST AID SUPPLY	
101	16565	MICAMP	559197	50.00
		ASSESSING	MEMBERSHIP RENEWAL	
101	16346	MICHAEL F MACHERZAK	559174	275.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	14018	MICHAEL J DZUBAK	559048	150.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	5686	MICHIGAN DEPT OF TREASURY	558877	2,420.00
			ABANDONED VEHICLE EXCESS	
101	10401	MICHIGAN MAINTENANCE	558951	173.30
		BUILDING MAINTENANCE	CLEANING SUPPLY	
101	14429	MICHIGAN STATE POLICE	559066	180.00
		POLICE DEPARTMENT	REGISTRATION FEES	
101	13626	MICHIGAN SURVEYORS SUPPLY	559034	203.00
		ENGINEERING & INSPECTIONS	OPERATING SUPPLY	
101	16225	MICHIGAN.COM	559163	748.40
		HUMAN RESOURCES	ADVERTISING	
101	15267	MICROSOFT CORPORATION	559110	975.00
		VARIOUS	ONLINE KIOSK	
101	16307	MJ CREATIVE PRINTING LLC	559171	56.00
		FIRE DEPARTMENT	UNIFORM	
101	13499	MJ PRINT & IMAGING	559025	3,101.00
		VARIOUS	PRINTING SERVICES	
101	794	MOTOR CITY FASTENER	558808	82.61
		D P W GARAGE	VEHICLE MAINTENANCE	
101	13296	MOTOWN AUTOMOTIVE	559017	2,133.50
		D P W GARAGE	VEHICLE SUPPLY	
101	8515	MUNICIPAL FINANCIAL	558913	750.00
		ADMIN UNALLOCATED EXPENSE	ANNUAL FILING FEE	
101	800	MUNN TRACTOR SALES INC	558809	708.40
		D P W GARAGE	EQUIPMENT MAINTENANCE	
101	15136	MUSAR TRAINING	559105	2,400.00
		FIRE DEPARTMENT	TRAINING	
101	4645	N EUGENE HUNT	558869	175.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	14965	NATHAN VINSON	559094	50.00
		PLANNING	PLANNING COMMISSION	
101	3399	NATL TACTICAL OFFICERS	558856	150.00
		POLICE DEPARTMENT	MEMBERSHIP	
101	8651	NEOPOST USA INC	558916	490.00
		TREASURER	EQUIPMENT SUPPLY	
101	12816	NETECH CORP	559004	2,015.00
		POLICE DEPARTMENT	MAINTENANCE AGREEMENT	
101	11004	NFPA	558965	165.00
		FIRE DEPARTMENT	MEMBERSHIP	

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101	16563	NICHOLAS E BACKOS	559196	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	16478	NICHOLAS SIEWERT	559186	100.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	15517	NORTH EASTERN UNIFORMS	559126	344.00
		POLICE DEPARTMENT UNIFORMS		
101	11454	NORTHERN SAFETY CO INC	558979	402.51
		ENGINEERING & INSPECTIONS OPERATING SUPPLY		
101	99998	NUMBER 1 CAR COMPANY INC	559264	300.00
		REVENUES REFUND LOT SPLIT		
101	14977	NYE UNIFORM	559095	9,486.05
		VARIOUS UNIFORMS		
101	329	OCCUPATIONAL HEALTH CENTER	558787	3,690.50
		VARIOUS MEDICAL SERVICES		
101	1017	OFFICE DEPOT	558816	5,440.84
		VARIOUS OFFICE SUPPLY		
101	3987	OFFICIAL TOWING	558864	1,467.00
		D P W GARAGE TOWING		
101	2755	OSCAR W LARSON CO	558846	500.00
		POLICE DEPARTMENT EQUIPMENT SERVICE		
101	11980	OTIS ELEVATOR COMPANY	558990	7,590.00
		VARIOUS ELEVATOR SERVICE		
101	16513	PAMELA M KROLL	559190	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	1390	PATRICIA COOPER	558836	200.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	99998	PAUL JOLLIFFE	559265	33.70
		37TH DISTRICT COURT JURY DUTY		
101	15755	PAUL LIZE	559136	113.00
		BUILDING INSPECTIONS REIMBURSEMENT		
101	10096	PAUL M MISUKEWICZ	558946	475.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	11067	PAUL SCALLY	558967	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	16588	PAUL STURGILL	559208	25.00
		FIRE DEPARTMENT REIMBURSEMENT		
101	10446	PAUL ZALEWSKI	558952	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	15086	PETROLEUM TRADERS	559104	20,431.44
		GASOLINE		
101	9414	PF PETTIBONE & CO	558928	974.95
		CLERK BOOKS		
101	9796	PHILLIP NAHIRNIAK	558943	456.00
		37TH DISTRICT COURT SECURITY SERVICE		
101	15914	PHYSIO CONTROL INC	559142	88,005.99
		FIRE DEPARTMENT OPERATING EQUIPMENT		
101	2201	PLANNING & ZONING CENTER	558841	185.00
		PLANNING SUBSCRIPTION		

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101	2870	PLANTE & MORAN PLLC	558847	26,725.00
		ADMIN UNALLOCATED EXPENSE PROFESSIONAL SERVICES		
101	3652	POINTE PRODUCTS INC	558861	214.48
		D P W GARAGE EQUIPMENT SUPPLY		
101	13371	PRAXAIR DISTRIBUTION INC	559021	1,510.43
		D P W GARAGE OPERATING SUPPLY		
101	14255	PREFERRED TONER SOLUTIONS	559056	1,720.95
		VARIOUS OFFICE SUPPLY		
101	14905	PRIME OFFICE INNOVATIONS	559089	141.35
		37TH DISTRICT COURT MONTHLY MAINTENANCE FEE		
101	16416	PROFESSIONAL BLDG MAINT	559181	3,275.00
		BUILDING MAINTENANCE PARKING STRUCTURE CLEANING		
101	16137	PSYBUS PC	559155	1,170.00
		HUMAN RESOURCES MEDICAL SERVICES		
101	4875	QUAD-TRAN OF MICHIGAN INC	558871	19,561.28
		37TH DISTRICT COURT DATA PROCESSING SERVICES		
101	904	QUICK MADE TROPHY SALES	558811	705.50
		FIRE DEPARTMENT PLAQUES/TROPHIES		
101	925	RED WING SHOES	558812	197.95
		FIRE DEPARTMENT SHOES		
101	99998	RICHARD ADAMS	559269	33.50
		37TH DISTRICT COURT JURY DUTY		
101	70300	ROBERT AHRENS JR	559211	421.32
		POLICE DEPARTMENT PLAINCLOTHES		
101	16585	ROBERT CARR	559205	14.95
		LEGAL MILEAGE		
101	12219	ROBERT E CRASS	558993	288.00
		37TH DISTRICT COURT DRUG COURT SECURITY		
101	6543	ROBERT ZWIERZELEWSKI	558883	25.00
		FIRE DEPARTMENT REIMBURSEMENT		
101	13624	ROGERS AUTO GLASS	559033	1,025.00
		D P W GARAGE VEHICLE MAINTENANCE		
101	15783	RON LUSN	559137	18.00
		BUILDING INSPECTIONS REIMBURSEMENT		
101	15239	RONALD J PAPANDREA	559109	200.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	10327	ROWERDINK INC	558949	39.48
		D P W GARAGE CREDIT MEMO		
101	14937	ROY M GRUENBURG	559090	2,600.00
		37TH DISTRICT COURT COURT APPT ATTY/MENS COMPLIANCE		
101	5018	ROYAL ROOFING COMPANY INC	558872	828.00
		FIRE DEPARTMENT ROOF REPAIR		
101	99998	RYSZTAK REMODELING	559271	64.00
		REVENUES ELEC PERMIT REFUND		
101	3120	S & J CATERING INC	558851	918.53
		POLICE DEPARTMENT PRISONER FOOD		
101	11455	SACRED HEART REHAB CTR	558980	4,027.58
		37TH DISTRICT COURT REHABILITATION SERVICES		

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101	9516	SANDRA A HARRISON	558932	600.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	99998	SANDRA CLEGHORN	559272	34.90
		37TH DISTRICT COURT	JURY DUTY	
101	14419	SANDY JARBOU	559065	150.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	15314	SCHOOL-TECH, INC.	559114	734.20
		POLICE DEPARTMENT	OPERATING SUPPLY	
101	7788	SCOTT K AUSILIO	558897	775.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	13462	SCOTT MAZEY	559024	150.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	70401	SCOTT TAYLOR	559215	111.83
		POLICE DEPARTMENT	PLAINCLOTHES	
101	11692	SEARS COMMERCIAL ONE	558985	559.00
		FIRE DEPARTMENT	APPLIANCES	
101	15521	SHAMBAUGH & SONS	559127	1,929.06
		BUILDING MAINTENANCE	EQUIPMENT MAINTENANCE	
101	8065	SHERMAN P FAUNCE	558902	525.00
		37TH DISTRICT COURT	VISITING JUDGE	
101	1010	SHERWIN-WILLIAMS	558815	954.40
		BUILDING MAINTENANCE	MAINTENANCE SUPPLY	
101	13066	SHRED CORP	559014	105.00
		37TH DISTRICT COURT	DOCUMENT SHREDDING	
101	16310	SIGNING PROS LLC	559172	330.00
		COUNCIL	INTERPRETING SERVICES	
101	8221	SIMON XPRESS SHELL	558905	919.86
		POLICE DEPARTMENT	GASOLINE	
101	9587	SJR PAVEMENT	558934	4,736.75
			PAVEMENT REPAIR/EMULSION	
101	8209	SONYA HRYSHKO	558904	200.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	99998	STACIE SWEENEY	559276	33.90
		37TH DISTRICT COURT	JURY DUTY	
101	748	STATE BAR OF MICHIGAN	558807	1,425.00
		37TH DISTRICT COURT	DUES	
101	2171	STATE OF MICHIGAN	558840	100.00
		ENGINEERING & INSPECTIONS	LICENSE RENEWAL	
101	3193	STATE OF MICHIGAN	558852	7,415.31
		VARIOUS	NATURAL GAS - AUGUST 2015	
101	7719	STATE OF MICHIGAN	558895	104.00
		POLICE DEPARTMENT	LICENSE PLATE RENEWAL	
101	13016	STATE OF MICHIGAN - MSPLA	559011	179.00
		POLICE DEPARTMENT	FINGERPRINTS	
101	1055	STATE WIRE & TERMINAL INC	558818	385.21
		D P W GARAGE	VEHICLE MAINTENANCE	
101	70349	STEVEN SHOWERS JR	559212	322.15
		POLICE DEPARTMENT	PLAINCLOTHES	

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101	12963	STITCH IT	559008	72.00
		CRIME COMMISSION SHIRTS		
101	1066	SUBURBAN BOLT & SUPPLY CO	558819	157.70
		D P W GARAGE MAINTENANCE SUPPLY		
101	14679	SUPER CAR WASH	559078	307.50
		VARIOUS VEHICLE MAINTENANCE		
101	16489	SUPER SEER CORP	559187	424.00
		POLICE DEPARTMENT OPERATING EQUIPMENT		
101	965	SUPPLYDEN INC	558814	951.24
		BUILDING MAINTENANCE MAINTENANCE SUPPLY		
101	12860	SUSAN R CHRZANOWSKI	559006	100.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	14899	SYED ROB	559088	50.00
		PLANNING PLANNING COMMISSION		
101	99998	TAMELA M TILSON	559278	10.00
		REVENUES REFUND		
101	15079	TANYA A. GRILLO	559102	250.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	7271	TARGET INFORMATION	558888	125.76
		37TH DISTRICT COURT LEGAL FORMS		
101	630	TEAM EQUIPMENT/LEVEL	558799	170.15
		VARIOUS OPERATING SUPPLY		
101	1086	TERMINAL SUPPLY CO	558820	1,346.93
		D P W GARAGE VEHICLE MAINTENANCE		
101	16287	THOMAS D LANDA	559169	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	15614	TIMOTHY BAKER	559132	215.74
		ADMIN UNALLOCATED EXPENSE TRAVEL EXPENSE		
101	15489	TIMOTHY THOMAS DOTY II	559124	300.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	16183	TOTAL ARMORED CAR SERVICE	559159	155.88
		37TH DISTRICT COURT ARMORED CAR SERVICE		
101	99998	TRACY POWELL	559282	33.70
		37TH DISTRICT COURT JURY DUTY		
101	9254	TRADER RAY TIRE CENTER	558925	5,173.16
		D P W GARAGE VEHICLE MAINTENANCE		
101	14297	TRI COUNTY INTERNATIONAL	559058	181.36
		D P W GARAGE VEHICLE MAINTENANCE		
101	12938	TRINGALI BROTHERS BAKERY	559007	90.00
		SEMINAR REFRESHMENTS		
101	12712	TRUCK AND TRAILER	559003	6,647.38
		D P W GARAGE VEHICLE MAINTENANCE		
101	10843	ULINE	558959	655.05
		POLICE DEPARTMENT OFFICE SUPPLY		
101	5477	UNITED PARCEL SERVICE	558875	4.25
		POLICE DEPARTMENT DELIVERY SERVICE		
101	9637	UNITED STATES POSTMASTER	558936	10,000.00
		TREASURER MONTHLY POSTAGE		

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	1156	UTICA RENT ALL INC	558821	360.00
		ADMIN UNALLOCATED EXPENSE TABLE RENTAL		
101	16377	VERIZON NETWORKFLEET	559176	7,089.42
		D P W GARAGE MONTHLY SERVICE		
101	16574	VERONICA MARTINEZ	559200	450.00
		37TH DISTRICT COURT COURT REPORTING		
101	11081	VILLAGE PHARMACY	558968	648.45
		37TH DISTRICT COURT DRUG COURT MEDICATION		
101	8027	VINCENT HOYUMPA	558901	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	15453	WARREN G SMITH JR	559120	50.00
		PLANNING PLANNING COMMISSION		
101	1246	WARREN WOODS PUBLIC	558829	265.00
		CULTURAL COMMISSION OPERATIONAL GRANT		
101	1253	WEINGARTZ SUPPLY	558830	378.97
		D P W GARAGE EQUIPMENT SUPPLY		
101	10925	WELLS FARGO	558962	180.24
		37TH DISTRICT COURT COPIER LEASE		
101	15080	WELLS FARGO REAL ESTATE	559103	175.63
		WEED BILL REFUND		
101	1258	WEST GROUP	558831	1,849.45
		VARIOUS LAW/REFERENCE BOOKS		
101	1265	WHOLESALE TOOL CO	558832	27.01
		D P W GARAGE OPERATING SUPPLY		
101	99998	WIEGAND CRUSHING INC	559284	12.67
		REVENUES STATE TAX COMMISSION		
101	1267	WIEGAND MACK SALES & SERV	558833	16,025.64
		D P W GARAGE VEHICLE MAINTENANCE		
101	16502	WILLIAM BARNWELL	559189	300.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	9048	WILTON A HOM	558923	75.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	1276	WINDER POLICE EQUIPMENT	558834	5,945.31
		POLICE DEPARTMENT OPERATING SUPPLY		
101	11091	WOLVERINE FREIGHTLINER	558969	238.90
		D P W GARAGE VEHICLE MAINTENANCE		
101	15937	WORLDWIDE INTERPRETERS	559144	2,501.93
		37TH DISTRICT COURT INTERPRETING SERVICES		
101	15829	WOW! BUSINESS	559139	27.08
		37TH DISTRICT COURT MONTHLY CHARGES		
101	11706	WRIGHT TOOL COMPANY	558986	26.00
		D P W GARAGE OPERATING SUPPLY		
101	466	WW GRAINGER INC	558795	9,852.37
		VARIOUS MAINTENANCE SUPPLY		
101	10182	YVETTE M BARRETT	558948	450.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	1296	ZEP MANUFACTURING COMPANY	558835	942.34
		BUILDING MAINTENANCE MAINTENANCE SUPPLY		

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
202	731	AT&T	4482275	80.29
		ROUTINE MAINTENANCE	MONTHLY PHONE SERVICE	
202	323	DTE ENERGY	4482281	32.40
		ROUTINE MAINTENANCE	ELECTRIC SERVICE	
202	324	DTE ENERGY	4482287	2,719.92
		TRAFFIC SERVICES	ELECTRIC SERVICE	
202	2409	ANGELO IAFRATE CONST CO	558844	2,030.38
		VARIOUS	PAVEMENT REPLACEMENT	
202	14775	DALE'S DISPOSAL	559082	2,010.48
		ROUTINE MAINTENANCE	STREET SWEEPINGS DISPOSAL	
202	16440	FRANKS LANDSCAPING	559183	2,250.00
		ROUTINE MAINTENANCE	LANDSCAPING MAINTENANCE	
202	665	MACOMB COUNTY DEPT	558803	14,388.28
		TRAFFIC SERVICES	TRAFFIC SIGNAL MAINTENANCE	
202	9600	MDOT	558935	3,096.22
		VARIOUS	PAVEMENT RECONSTRUCTION	
203	324	DTE ENERGY	4482287	557.09
		TRAFFIC SERVICES	ELECTRIC SERVICE	
203	14775	DALE'S DISPOSAL	559082	4,691.13
		ROUTINE MAINTENANCE	STREET SWEEPINGS DISPOSAL	
203	665	MACOMB COUNTY DEPT	558803	2,947.00
		TRAFFIC SERVICES	TRAFFIC SIGNAL MAINTENANCE	
204	7878	AJAX MATERIALS CORP	4482316	36,175.66
		VARIOUS	2014 HMA RESURFACING PROG	
204	15375	DIPONIO CONTRACTING INC	4482315	4,824.70
		VARIOUS	PAVEMENT RECONSTRUCTION	
204	16115	PAMAR ENTERPRISES INC	4482317	46,314.16
			PAVEMENT RECONSTRUCTION	
204	9698	ANDERSON ECKSTEIN	558937	4,670.59
2011	LOCAL ST	REPAIR EXP	ENGINEERING SERVICES	
204	2409	ANGELO IAFRATE CONST CO	558844	335,535.40
		VARIOUS	PAVEMENT REPLACEMENT	
204	13425	MACOMB COUNTY TREASURER	559022	4.17
			STATE TAX COMMISSION	
204	8560	NTH CONSULTANTS INC	558915	1,835.66
2011	LOCAL ST	REPAIR EXP	ENGINEERING SERVICES	
204	16115	PAMAR ENTERPRISES INC	559152	5.95
		REVENUES	INTEREST ON RETAINAGE	
204	99998	WIEGAND CRUSHING INC	559284	1.27
		REVENUES	STATE TAX COMMISSION	
204	11249	ZUNIGA CEMENT CONST INC	558973	107,362.35
		VARIOUS	PAVEMENT REPAIRS	
208	731	AT&T	4482286	85.79
		RECREATION EXPENDITURES	MONTHLY PHONE SERVICE	

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208	80029	DELTA DENTAL OF MICHIGAN	4482270	590.91
		RECREATION EXPENDITURES	DENTAL INSURANCE PREMIUM	
208	15694	DON GINN	4482314	194.00
			FARMERS MARKET	
208	323	DTE ENERGY	4482280	260.48
		RECREATION EXPENDITURES	ELECTRIC SERVICE	
208	323	DTE ENERGY	4482281	4,727.81
		VARIOUS	ELECTRIC SERVICE	
208	16138	FEDORA LEWIS	4482313	18.00
			FARMERS MARKET	
208	15690	GERALD GARRETT	4482312	292.00
			FARMERS MARKET	
208	16252	GLENN BRITTINGHAM	4482311	45.00
			FARMERS MARKET	
208	80023	GOLDEN DENTAL PLANS	4482271	197.77
		RECREATION EXPENDITURES	DENTAL PREMIUMS	
208	16550	KARLA ROBERTSON	4482310	5.00
			FARMERS MARKET	
208	14433	PAETEC TELEPHONE	4482284	1,140.43
		VARIOUS	TELEPHONE SERVICE	
208	15689	SEAN MONTGOMERY	4482309	295.00
			FARMERS MARKET	
208	15692	SHARON OSTROWSKI	4482308	209.00
			FARMERS MARKET	
208	16534	UNCLE HENRYS GOURMET MEAT	4482307	19.00
			FARMERS MARKET	
208	12239	VERIZON WIRELESS	4482282	106.57
		RECREATION EXPENDITURES	CELLULAR SERVICE	
208	11094	XO COMMUNICATIONS LLC	4482283	207.75
		RECREATION EXPENDITURES	MONTHLY PHONE SERVICE	
208	16070	AL LOPEZ	559151	904.00
		RECREATION EXPENDITURES	SENIOR GOLF LEAGUE PRIZES	
208	8388	ALL AMERICAN SCREEN	558908	258.00
		RECREATION EXPENDITURES	FIELD TRIP/DAY CAMP	
208	15378	ALL COURT FLOOR FINISHING	559117	5,050.00
		RECREATION EXPENDITURES	GYMNASIUM FLOOR FINISHING	
208	6698	ALL PRO EXERCISE INC	558884	184.00
		RECREATION EXPENDITURES	EQUIPMENT SERVICE/SUPPLY	
208	7543	ALLIED EAGLE SUPPLY CO	558892	206.45
		RECREATION EXPENDITURES	MAINTENANCE SUPPLY	
208	99998	ALYIA AKHTER	559226	280.00
		REVENUES	FACILITY REFUND	
208	13580	ANNA O POPOVICH	559029	213.00
		RECREATION EXPENDITURES	MUSIC LESSONS	
208	14626	APAC PAPER & PACKAGING	559074	418.00
		RECREATION EXPENDITURES	PAPER PRODUCTS	
208	15558	APPLIED IMAGING	559129	141.60
		RECREATION EXPENDITURES	COPY CHARGES	

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208	4071	ASCAP	558865	1,353.67
		RECREATION EXPENDITURES ROYALTY FEES		
208	15059	AUDIO VISUAL INNOVATIONS	559100	388.00
		RECREATION EXPENDITURES OPERATING SUPPLY		
208	15791	AVANTE ENTERPRISES LLC	559138	457.50
		RECREATION EXPENDITURES OPERATING SUPPLY		
208	10336	B & B POOLS & SPA CORP	558950	141.98
		RECREATION EXPENDITURES POOL SUPPLY		
208	13024	BERNADINE KNAPP	559012	2,524.20
		RECREATION EXPENDITURES DANCE INSTRUCTOR		
208	15300	BHAYANA BROTHERS LLC	559112	697.90
		RECREATION EXPENDITURES OPERATING SUPPLY		
208	12497	BLOOM ROOFING SYSTEMS INC	558997	388.86
		RECREATION EXPENDITURES ROOFING SERVICE		
208	7905	BODY IMAGES INC	558900	2,025.00
		RECREATION EXPENDITURES AEROBICS INSTRUCTOR		
208	3090	BRANCH TREE SERVICE INC	558850	9,660.00
		RECREATION EXPENDITURES TREE TRIMMING/REMOVAL		
208	2122	BSN SPORTS INC	558839	759.26
		RECREATION EXPENDITURES RECREATION SUPPLY		
208	184	C & G PUBLISHING INC	558778	1,376.25
		RECREATION EXPENDITURES PUBLIC NOTICE		
208	212	CENTER LINE PUBLIC	558779	138.00
		RECREATION EXPENDITURES POOL RENTAL		
208	14993	CITY ELECTRIC SUPPLY	559097	341.40
		RECREATION EXPENDITURES ELECTRICAL SUPPLY		
208	14415	COMPETITIVE LIGHTING INC	559064	3,178.22
		RECREATION EXPENDITURES LIGHT BULBS		
208	9541	CREATIVE AWARDS	558933	135.70
		RECREATION EXPENDITURES PROGRAM SUPPLY		
208	14981	DU ALL CLEANING INC	559096	17,460.00
		RECREATION EXPENDITURES JANITORIAL SERVICES		
208	12499	EGI SOLUTIONS	558998	980.00
		RECREATION EXPENDITURES DIRECTIONAL SIGNS		
208	13813	ELITE PEST MANAGEMENT	559039	410.00
		RECREATION EXPENDITURES PEST CONTROL		
208	16255	FIT WIPES LLC	559164	1,594.00
		RECREATION EXPENDITURES OPERATING SUPPLY		
208	16440	FRANKS LANDSCAPING	559183	29,980.00
		RECREATION EXPENDITURES LANDSCAPING MAINTENANCE		
208	16587	GENIUS EDUCATION LLC	559207	192.00
		RECREATION EXPENDITURES ROBOTICS INSTRUCTOR		
208	16450	GIC ENTERPRISES INC	559185	900.00
		RECREATION EXPENDITURES SOCCER INSTRUCTOR		
208	3467	GREGORY TRZASKOMA	558857	29,133.75
		RECREATION EXPENDITURES THEATRE		
208	235	HL CLAEYS & CO	558782	185.70
		RECREATION EXPENDITURES PLUMBING SUPPLY		

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208	6187	HOME DEPOT CREDIT SERVICE	558880	1,556.55
		RECREATION EXPENDITURES MAINTENANCE SUPPLY		
208	3558	INTERSTATE SECURITY INC	558858	336.00
		RECREATION EXPENDITURES ALARM MONITORING		
208	13833	ISAK DISTRIBUTION INC	559040	88.00
		RECREATION EXPENDITURES OPERATING SUPPLY		
208	10781	JAYS SEPTIC TANK SERVICE	558958	240.00
		RECREATION EXPENDITURES UNIT RENTAL		
208	16523	JEAN CAMMARATA	559191	187.00
		RECREATION EXPENDITURES DANCE INSTRUCTOR		
208	16553	JEAN W BRANCH	559195	1,286.00
		RECREATION EXPENDITURES YOGA/PERSONAL TRAINING		
208	12833	JH HART URBAN FORESTRY	559005	192.00
		RECREATION EXPENDITURES WOOD/CHIP DISPOSAL		
208	13314	JOHNSON CONTROLS INC	559019	836.00
		RECREATION EXPENDITURES HVAC MAINTENANCE		
208	99998	JUANITA MARENTETTE	559248	150.00
		REVENUES PASS REFUND		
208	9487	LASER EDGE	558931	408.00
		RECREATION EXPENDITURES FIELD TRIP/DAY CAMP		
208	16444	LES MILLS UNITED STATES	559184	591.00
		RECREATION EXPENDITURES LICENSE FEE		
208	10559	LIFEGUARD STORE THE	558953	2,085.00
		RECREATION EXPENDITURES LIFEGUARD CLOTHING		
208	11370	LISA E BIGGS	558975	1,317.60
		RECREATION EXPENDITURES GYMNASTICS INSTRUCTOR		
208	14408	LITHO PRINTING SERVICE	559063	574.00
		RECREATION EXPENDITURES BROCHURES		
208	13425	MACOMB COUNTY TREASURER	559022	1.94
		STATE TAX COMMISSION		
208	99998	MARIA BOUHARB	559256	133.00
		REVENUES PASS REFUND		
208	16164	MATHEWS ELECTRIC INC	559158	977.00
		RECREATION EXPENDITURES ELECTRICAL SERVICE		
208	99998	NANCY PANDUKU	559263	30.00
		REVENUES ACTIVITY REFUND		
208	14127	O'REILLY AUTOMOTIVE INC	559053	408.76
		TRANSPORT EXPENDITURES VEHICLE MAINTENANCE		
208	13664	OP AQUATICS	559036	1,484.24
		RECREATION EXPENDITURES POOL SUPPLY		
208	2755	OSCAR W LARSON CO	558846	262.13
		RECREATION EXPENDITURES EQUIPMENT SERVICE		
208	11980	OTIS ELEVATOR COMPANY	558990	918.00
		RECREATION EXPENDITURES ELEVATOR SERVICE		
208	7635	PAMPA LANES	558894	685.50
		RECREATION EXPENDITURES FIELD TRIP		
208	10980	PAPARONI'S PIZZA	558963	1,200.50
		RECREATION EXPENDITURES PIZZA/PARTY ROOM SUPPLIES		

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208	16525	PLUG & PAY TECHNOLOGIES	559192	91.40
		RECREATION EXPENDITURES	TRANSACTION FEES	
208	16145	REPUBLIC SERVICES	559156	1,759.32
		RECREATION EXPENDITURES	TRASH REMOVAL	
208	13577	RKA PETROLEUM COMPANIES	559028	3,476.62
			GASOLINE/DIESEL	
208	99998	RONALD TAKALA	559270	100.00
		REVENUES	ACTIVITY REFUND	
208	15515	ROSS J FAZIO JR.	559125	876.60
		RECREATION EXPENDITURES	TENNIS INSTRUCTOR	
208	11398	SALVATORES PIZZA	558976	776.00
		RECREATION EXPENDITURES	PIZZA/SUBS PARTY ROOM	
208	7121	SHERWIN WILLIAMS PAINT CO	558886	377.54
		RECREATION EXPENDITURES	PAINT SUPPLY	
208	12128	SIEMENS INDUSTRY INC	558991	883.80
		RECREATION EXPENDITURES	FIRE SYSTEM MONITORING	
208	11882	SMART	558987	2,484.44
		TRANSPORT EXPENDITURES	VEHICLE MAINTENANCE	
208	3193	STATE OF MICHIGAN	558852	1,947.24
		VARIOUS	NATURAL GAS - AUGUST 2015	
208	14563	SUN VALLEY FOODS	559070	416.25
		RECREATION EXPENDITURES	PAPER PRODUCTS	
208	99998	TANSY PRUITT	559279	82.00
		REVENUES	ACTIVITY REFUND	
208	14675	TARGET DISTRIBUTION LLC	559077	1,400.00
		RECREATION EXPENDITURES	DOOR HANGER DELIVERY	
208	16146	THE HUNTINGTON NATIONAL	559157	469,832.19
		RECREATION EXPENDITURES	PRINCIPAL & INTEREST DUE	
208	99998	WIEGAND CRUSHING INC	559284	0.59
		REVENUES	STATE TAX COMMISSION	
208	466	WW GRAINGER INC	558795	407.55
		RECREATION EXPENDITURES	MAINTENANCE SUPPLY	
226	731	AT&T	4482275	80.29
		SANITATION EXPENDITURES	MONTHLY PHONE SERVICE	
226	80029	DELTA DENTAL OF MICHIGAN	4482270	1,435.06
		SANITATION EXPENDITURES	DENTAL INSURANCE PREMIUMS	
226	323	DTE ENERGY	4482280	921.88
		SANITATION EXPENDITURES	ELECTRIC SERVICE	
226	80023	GOLDEN DENTAL PLANS	4482271	98.89
		SANITATION EXPENDITURES	DENTAL PREMIUMS	
226	14433	PAETEC TELEPHONE	4482284	24.04
		SANITATION EXPENDITURES	TELEPHONE SERVICE	
226	12239	VERIZON WIRELESS	4482282	152.16
		SANITATION EXPENDITURES	CELLULAR SERVICE	
226	11094	XO COMMUNICATIONS LLC	4482283	137.56
		SANITATION EXPENDITURES	MONTHLY PHONE SERVICE	

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226	215	CENTRAL OIL CO	558780	2,785.76
		SANITATION EXPENDITURES OIL PRODUCTS		
226	14709	DETROIT RENEWABLE POWER	559080	25,246.52
		SANITATION EXPENDITURES SOLID WASTE DISPOSAL		
226	13813	ELITE PEST MANAGEMENT	559039	27.00
		SANITATION EXPENDITURES PEST CONTROL		
226	13425	MACOMB COUNTY TREASURER	559022	5.07
		STATE TAX COMMISSION		
226	329	OCCUPATIONAL HEALTH CENTER	558787	251.50
		SANITATION EXPENDITURES MEDICAL SERVICES		
226	1017	OFFICE DEPOT	558816	156.16
		SANITATION EXPENDITURES OFFICE SUPPLY		
226	2755	OSCAR W LARSON CO	558846	253.15
		SANITATION EXPENDITURES EQUIPMENT SERVICE		
226	891	PRECISION ENVIRONMENTAL	558810	72.00
		SANITATION EXPENDITURES HVAC SERVICE		
226	11961	QUALITY FIRST AID	558988	727.70
		SANITATION EXPENDITURES FIRST AID SUPPLY		
226	925	RED WING SHOES	558812	190.00
		SANITATION EXPENDITURES SHOES		
226	10094	RIZZO SERVICES	558945	37,842.75
		SANITATION EXPENDITURES SOLID WASTE		
226	3193	STATE OF MICHIGAN	558852	132.53
		SANITATION EXPENDITURES NATURAL GAS - AUGUST 2015		
226	14679	SUPER CAR WASH	559078	27.50
		SANITATION EXPENDITURES VEHICLE MAINTENANCE		
226	99998	WIEGAND CRUSHING INC	559284	1.55
		REVENUES STATE TAX COMMISSION		
226	466	WW GRAINGER INC	558795	12.20
		SANITATION EXPENDITURES MAINTENANCE SUPPLY		
230	80029	DELTA DENTAL OF MICHIGAN	4482270	253.25
		RENTAL ORDIN EXPENDITURES DENTAL INSURANCE PREMIUM		
230	80023	GOLDEN DENTAL PLANS	4482271	49.44
		RENTAL ORDIN EXPENDITURES DENTAL PREMIUMS		
230	15558	APPLIED IMAGING	559129	46.67
		RENTAL ORDIN EXPENDITURES COPY CHARGES		
230	13499	MJ PRINT & IMAGING	559025	423.50
		RENTAL ORDIN EXPENDITURES PRINTING SERVICES		
230	1017	OFFICE DEPOT	558816	348.68
		RENTAL ORDIN EXPENDITURES OFFICE SUPPLY		
250	80029	DELTA DENTAL OF MICHIGAN	4482270	337.66
		COMMUNICATION EXPENDITURE DENTAL INSURANCE PREMIUM		
250	14433	PAETEC TELEPHONE	4482284	185.46
		COMMUNICATION EXPENDITURE TELEPHONE SERVICE		
250	125	ABEL ELECTRONICS INC	558773	38.99
		COMMUNICATION EXPENDITURE ELECTRICAL SUPPLY		

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250	12497	BLOOM ROOFING SYSTEMS INC	558997	119.66
		COMMUNICATION EXPENDITURE ROOFING SERVICE		
250	14488	CLARK WIRE & CABLE	559068	97.87
		COMMUNICATION EXPENDITURE CABLE TV EQUIPMENT		
250	9724	DATA MEDIA PRODUCTS INC	558938	988.16
		COMMUNICATION EXPENDITURE PROMOTIONAL SUPPLY		
250	15203	DIVDAT	559106	2,856.00
		COMMUNICATION EXPENDITURE MONTHLY FLYER		
250	14981	DU ALL CLEANING INC	559096	1,200.00
		COMMUNICATION EXPENDITURE JANITORIAL SERVICES		
250	9029	GORDON FOOD SERVICE INC	558922	16.97
		COMMUNICATION EXPENDITURE PARTY ROOM/BANQUET SUPPLY		
250	10875	GOV CONNECTION INC	558961	109.09
		COMMUNICATION EXPENDITURE COMPUTER EQUIPMENT		
250	14832	LASERCOM	559084	414.86
		COMMUNICATION EXPENDITURE PRINTING		
250	14867	MICRO CENTER	559087	52.98
		COMMUNICATION EXPENDITURE COMPUTER SUPPLY		
250	15363	NLESYSTEMS	559116	11,166.10
		COMMUNICATION EXPENDITURE COMPUTER EQUIPMENT		
250	1017	OFFICE DEPOT	558816	31.46
		COMMUNICATION EXPENDITURE OFFICE SUPPLY		
250	14959	PRO AUDIO & LIGHTING	559093	1,967.00
		COMMUNICATION EXPENDITURE EQUIPMENT SUPPLY		
250	3193	STATE OF MICHIGAN	558852	650.44
		COMMUNICATION EXPENDITURE NATURAL GAS - AUGUST 2015		
250	16146	THE HUNTINGTON NATIONAL	559157	144,563.75
		COMMUNICATION EXPENDITURE PRINCIPAL & INTEREST DUE		
250	10843	ULINE	558959	126.06
		COMMUNICATION EXPENDITURE OFFICE SUPPLY		
250	11612	UPS STORE	558982	45.59
		COMMUNICATION EXPENDITURE DELIVERY SERVICE		
250	13573	VSA INC	559027	3,069.00
		COMMUNICATION EXPENDITURE OPERATING EQUIPMENT		
260	3083	LYNN PEAVEY COMPANY	558849	972.50
		VICE CRIME EXPENDITURES OPERATING SUPPLY		
261	12239	VERIZON WIRELESS	4482288	825.14
		DRUG FORFEIT EXPENDITURES CELLULAR SERVICE		
261	1223	CITY OF WARREN	558826	10,000.00
		DRUG FORFEIT EXPENDITURES DRUG ENFORCEMENT PROGRAM		
261	3083	LYNN PEAVEY COMPANY	558849	300.25
		DRUG FORFEIT EXPENDITURES OPERATING SUPPLY		
261	16415	MACOMB COUNTY PROSECUTOR	559180	5,237.20
		DRUG FORFEIT EXPENDITURES PROCESS FEE		
261	3396	SERVICE TOWING INC	558855	594.00
		DRUG FORFEIT EXPENDITURES TOWING FEES		

CITY OF WARREN
 BILLS TO BE APPROVED FOR PAYMENT
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GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
262	4218	MACOMB COMMUNITY COLLEGE	558866	1,420.00
		POLICE TRAINING EXPEND COURSE FEE		
262	16578	MICHIGAN POLICE TRAINING	559202	1,585.00
		POLICE TRAINING EXPEND TRAINING		
271	731	AT&T	4482286	80.29
		LIBRARY EXPENDITURES MONTHLY PHONE SERVICE		
271	80029	DELTA DENTAL OF MICHIGAN	4482270	1,097.40
		LIBRARY EXPENDITURES DENTAL INSURANCE PREMIUMS		
271	323	DTE ENERGY	4482280	636.71
		LIBRARY EXPENDITURES ELECTRIC SERVICE		
271	80023	GOLDEN DENTAL PLANS	4482271	148.33
		LIBRARY EXPENDITURES DENTAL PREMIUMS		
271	14433	PAETEC TELEPHONE	4482284	306.73
		LIBRARY EXPENDITURES TELEPHONE SERVICE		
271	7566	3M	558893	3,690.70
		LIBRARY EXPENDITURES OPERATING SUPPLY		
271	14845	AMY NELSON	559085	8.34
		LIBRARY EXPENDITURES MILEAGE		
271	16202	BIZCARD XPRESS	559161	148.00
		LIBRARY EXPENDITURES PROMOTIONAL SUPPLY		
271	12497	BLOOM ROOFING SYSTEMS INC	558997	89.73
		LIBRARY EXPENDITURES ROOFING SERVICE		
271	310	DEMCO INC	558784	388.00
		LIBRARY EXPENDITURES LIBRARY SUPPLY		
271	14981	DU ALL CLEANING INC	559096	3,240.00
		LIBRARY EXPENDITURES JANITORIAL SERVICES		
271	3578	EAST DETROIT GLASS CO	558859	650.00
		LIBRARY EXPENDITURES MAINTENANCE SUPPLY		
271	6187	HOME DEPOT CREDIT SERVICE	558880	115.84
		LIBRARY EXPENDITURES MAINTENANCE SUPPLY		
271	124	JCR SUPPLY INC	558772	425.31
		LIBRARY EXPENDITURES MAINTENANCE SUPPLY		
271	8310	JUDITH PASTERNAK	558906	6.44
		LIBRARY EXPENDITURES MILEAGE		
271	16289	LIGHTING SUPPLY COMPANY	559170	390.95
		LIBRARY EXPENDITURES LIGHTING SUPPLY		
271	9871	LOWES HOME IMPROVEMENT	558944	75.88
		LIBRARY EXPENDITURES MAINTENANCE SUPPLY		
271	13425	MACOMB COUNTY TREASURER	559022	2.66
		STATE TAX COMMISSION		
271	3053	MICHIGAN.COM	558848	19.24
		LIBRARY EXPENDITURES SUBSCRIPTION		
271	15267	MICROSOFT CORPORATION	559110	140.50
		LIBRARY EXPENDITURES ONLINE KIOSK		
271	14050	MIDWEST TAPES	559049	931.94
		LIBRARY EXPENDITURES LIBRARY MATERIALS		

CITY OF WARREN
 BILLS TO BE APPROVED FOR PAYMENT
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GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
271	11427	MILLCRAFT PAPER STORE	558977	450.75
		LIBRARY EXPENDITURES PAPER/CARD STOCK		
271	1017	OFFICE DEPOT	558816	68.77
		LIBRARY EXPENDITURES OFFICE SUPPLY		
271	16569	ORGANIZATION FOR BAT CONS	559198	260.00
		LIBRARY EXPENDITURES LIBRARY PROGRAM		
271	3193	STATE OF MICHIGAN	558852	878.08
		LIBRARY EXPENDITURES NATURAL GAS - AUGUST 2015		
271	634	SUBURBAN LIBRARY	558801	18,058.93
		VARIOUS BOOKS		
271	14594	SUBURBAN LIBRARY CO-OP	559072	7,495.00
		LIBRARY EXPENDITURES ONLINE DATABASE		
271	16351	SYNCB/AMAZON	559175	220.02
		LIBRARY EXPENDITURES OFFICE SUPPLY		
271	16146	THE HUNTINGTON NATIONAL	559157	108,422.81
		LIBRARY EXPENDITURES PRINCIPAL & INTEREST DUE		
271	13978	TOSHIBA BUSINESS	559046	864.75
		LIBRARY EXPENDITURES COPIER CHARGES		
271	14656	UNIQUE MANAGEMENT	559076	514.85
		LIBRARY EXPENDITURES CONTRACTUAL SERVICES		
271	5477	UNITED PARCEL SERVICE	558875	224.32
		LIBRARY EXPENDITURES DELIVERY SERVICE		
271	3203	WARREN SYMPHONYSOCIETY	558853	800.00
		LIBRARY EXPENDITURES PERFORMANCE		
271	1253	WEINGARTZ SUPPLY	558830	850.00
		LIBRARY EXPENDITURES EQUIPMENT SUPPLY		
271	99998	WIEGAND CRUSHING INC	559284	0.81
		REVENUES STATE TAX COMMISSION		
271	16394	WILLIAM J KONKOLESKY	559178	100.00
		LIBRARY EXPENDITURES LIBRARY PROGRAM		
271	466	WW GRAINGER INC	558795	854.86
		LIBRARY EXPENDITURES MAINTENANCE SUPPLY		
273	80029	DELTA DENTAL OF MICHIGAN	4482270	253.25
		VARIOUS DENTAL INSURANCE PREMIUMS		
273	184	C & G PUBLISHING INC	558778	361.25
		ADMINISTRATIVE COSTS PUBLIC NOTICE		
273	11978	D & T HOME IMPROVEMENT	558989	9,215.00
		VARIOUS REHAB PROJECT COSTS		
273	11451	ENVIRONMENTAL TESTING	558978	1,535.75
		RESID REHAB DELIVERY PROFESSIONAL SERVICES		
273	2546	MACOMB COUNTY REGISTER	558845	17.00
		RESID REHAB DELIVERY RECORDING FEES		
273	8831	SOCIETY OF ST VINCENT	558918	5,438.95
		UNALLOCATED EXPENSES HOMELESS PREVENTION		
273	10685	THE INSTITUTE	558956	69.00
		ADMINISTRATIVE COSTS CONTINUING EDUCATION		

CITY OF WARREN
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GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
273	1213	TREASURER, CITY OF WARREN REIMBURSEABLE EXPENDITURES	558824	33,941.30
277	184	C & G PUBLISHING INC PROGRAM ADMINISTRATION PUBLIC NOTICE	558778	361.25
277	15207	D. R. MARTIN RESID REHAB PROJECTS REHABILITATION COSTS	559107	11,380.00
277	2546	MACOMB COUNTY REGISTER PROGRAM ADMINISTRATION RECORDING FEES	558845	84.00
277	99998	MACOMB HABITAT & JOHNS LUMBER DIRECT HOMEBUYER ASSISTAN CONSTRUCTION COSTS	559252	7,480.32
277	99998	MACOMB HABITAT & TILLSON PLUMB DIRECT HOMEBUYER ASSISTAN CONSTRUCTION COSTS	559253	4,000.00
277	99998	MACOMB HABITAT & DENEK CONTRAC DIRECT HOMEBUYER ASSISTAN CONSTRUCTION COSTS	559254	23,016.15
277	99998	MACOMB HABITAT & WHITE PINE DIRECT HOMEBUYER ASSISTAN CONSTRUCTION COSTS	559255	20,440.00
277	16122	UNIGLOBE CONSTRUCTION INC RESID REHAB PROJECTS RESIDENTIAL REHABILITATION	559153	21,310.00
278	12323	OLHSA HOUSING OPPORTUNITIES EXP SUPPORTIVE HOUSING	558996	28,804.60
279	265	CONSUMERS ENERGY ACQUISITION REHAB OTHER UTILITY SERVICE	558783	40.20
279	14121	MACOMB COUNTY HABITAT ACQUISITION NEW CONSTRUCT CONSTRUCTION COSTS	559052	9,116.13
280	265	CONSUMERS ENERGY ACQUISITION REHAB OTHER UTILITY SERVICE	558783	11.50
280	323	DTE ENERGY ACQUISITION REHAB OTHER ELECTRIC SERVICE	558786	76.29
410	10875	GOV CONNECTION INC COURT BLDG RENOVATION EXP COMPUTER EQUIPMENT	558961	306.60
410	1179	VILLA CARPETS INC COURT BLDG RENOVATION EXP CARPET REPAIRS	558823	150.00
436	665	MACOMB COUNTY DEPT VARIOUS MOUND RD REHABILITATION	4482285	7,082.72
436	9737	HUBBELL ROTH & CLARK INC 2008 CAPITAL IMP EXPENSE ENGINEERING SERVICES	558939	13,574.02
436	9600	MDOT VARIOUS PAVEMENT REHABILITATION	558935	71,278.83

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GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
494	80029	DELTA DENTAL OF MICHIGAN	4482270	168.83
		DDA ADMIN EXPENDITURES	DENTAL INSURANCE PREMIUM	
494	14433	PAETEC TELEPHONE	4482284	31.09
		DDA ADMIN EXPENDITURES	TELEPHONE SERVICE	
536	731	AT&T	4482278	107.98
		STILWELL MANOR EXPENSES	MONTHLY PHONE SERVICE	
536	80029	DELTA DENTAL OF MICHIGAN	4482270	337.66
		STILWELL MANOR EXPENSES	DENTAL INSURANCE PREMIUM	
536	323	DTE ENERGY	4482280	4,603.76
		STILWELL MANOR EXPENSES	ELECTRIC SERVICE	
536	80023	GOLDEN DENTAL PLANS	4482271	49.44
		STILWELL MANOR EXPENSES	DENTAL PREMIUMS	
536	14433	PAETEC TELEPHONE	4482284	230.10
		STILWELL MANOR EXPENSES	TELEPHONE SERVICE	
536	12239	VERIZON WIRELESS	4482282	16.07
		STILWELL MANOR EXPENSES	CELLULAR SERVICE	
536	115	24-7 BATTERY SYSTEMS LLC	558771	99.99
		STILWELL MANOR EXPENSES	BATTERIES	
536	1228	CITY OF WARREN	558828	91.17
		STILWELL MANOR EXPENSES	PETTY CASH	
536	15055	ERADICO SERVICES INC	559099	75.00
		STILWELL MANOR EXPENSES	PEST CONTROL	
536	14947	GREAT LAKES POWER	559092	14,140.00
		STILWELL MANOR EXPENSES	FIRE ALARM SYSTEM	
536	6187	HOME DEPOT CREDIT SERVICE	558880	108.15
		STILWELL MANOR EXPENSES	MAINTENANCE SUPPLY	
536	5757	LOWER HURON SUPPLY CO	558878	437.18
		STILWELL MANOR EXPENSES	MAINTENANCE SUPPLY	
536	7803	LPS PLUMBING INC	558898	1,185.00
		STILWELL MANOR EXPENSES	PLUMBING SERVICE	
536	9794	MACOMB LIBERTY ELECTRIC	558942	90.00
		STILWELL MANOR EXPENSES	ELECTRICAL SERVICE	
536	11980	OTIS ELEVATOR COMPANY	558990	918.00
		STILWELL MANOR EXPENSES	ELEVATOR SERVICE	
536	14812	RICKMAN ENTERPRISE GROUP	559083	447.54
		STILWELL MANOR EXPENSES	PAINTING	
536	3193	STATE OF MICHIGAN	558852	282.39
		STILWELL MANOR EXPENSES	NATURAL GAS - AUGUST 2015	
536	16573	TERRY CRUCE	559199	350.00
		STILWELL MANOR EXPENSES	PIANO EVALUATION/MOVE	
536	99998	TIFFANY WYCKSTANDT	559280	442.00
			SECURITY DEPOSIT REFUND	
536	686	WILMAR INDUSTRIES INC	558805	139.10
		STILWELL MANOR EXPENSES	OPERATING SUPPLY	
536	466	WW GRAINGER INC	558795	675.01
		STILWELL MANOR EXPENSES	MAINTENANCE SUPPLY	

CITY OF WARREN
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GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
537	323	DTE ENERGY	4482280	1,012.86
JOS COACH MANOR	EXPENSES	ELECTRIC SERVICE		
537	323	DTE ENERGY	4482281	707.88
JOS COACH MANOR	EXPENSES	ELECTRIC SERVICE		
537	14433	PAETEC TELEPHONE	4482284	216.37
JOS COACH MANOR	EXPENSES	TELEPHONE SERVICE		
537	16278	1ST SOURCE SERVALL	559165	165.36
JOS COACH MANOR	EXPENSES	OPERATING SUPPLY		
537	115	24-7 BATTERY SYSTEMS LLC	558771	199.98
JOS COACH MANOR	EXPENSES	BATTERIES		
537	6331	CITY OF WARREN	558881	97.40
JOS COACH MANOR	EXPENSES	PETTY CASH		
537	6187	HOME DEPOT CREDIT SERVICE	558880	87.68
JOS COACH MANOR	EXPENSES	MAINTENANCE SUPPLY		
537	5757	LOWER HURON SUPPLY CO	558878	499.88
JOS COACH MANOR	EXPENSES	MAINTENANCE SUPPLY		
537	7803	LPS PLUMBING INC	558898	150.00
JOS COACH MANOR	EXPENSES	PLUMBING SERVICE		
537	1017	OFFICE DEPOT	558816	49.48
JOS COACH MANOR	EXPENSES	OFFICE SUPPLY		
537	11980	OTIS ELEVATOR COMPANY	558990	2,295.00
JOS COACH MANOR	EXPENSES	ELEVATOR SERVICE		
537	13452	PM TECHNOLOGIES	559023	416.77
JOS COACH MANOR	EXPENSES	VEHICLE MAINTENANCE		
537	14812	RICKMAN ENTERPRISE GROUP	559083	1,203.85
JOS COACH MANOR	EXPENSES	PAINTING		
537	3193	STATE OF MICHIGAN	558852	93.44
JOS COACH MANOR	EXPENSES	NATURAL GAS - AUGUST 2015		
537	16146	THE HUNTINGTON NATIONAL	559157	571,384.38
VARIOUS		PRINCIPAL & INTEREST DUE		
537	13981	VIDCOM SOLUTIONS	559047	263.75
JOS COACH MANOR	EXPENSES	SERVICE CALL		
537	1179	VILLA CARPETS INC	558823	1,422.50
JOS COACH MANOR	EXPENSES	FLOORING INSTALLATION		
537	686	WILMAR INDUSTRIES INC	558805	244.06
JOS COACH MANOR	EXPENSES	OPERATING SUPPLY		
537	466	WW GRAINGER INC	558795	1,060.00
JOS COACH MANOR	EXPENSES	MAINTENANCE SUPPLY		
701	99998	ADRIEN PELTIER	559224	1,098.72
UNALLOCATED TAX	EXPEND	DUPLICATE PAYMENT		
701	99998	BANK OF AMERICA	559228	1,296.13
		OVERPAYMENT		
701	99998	CHRISTINE POLLACK	559231	200.00
UNALLOCATED TAX	EXPEND	DUPLICATE PAYMENT		
701	14591	CORELOGIC REAL ESTATE	559071	803.55
UNALLOCATED TAX	EXPEND	DUPLICATE PAYMENT		

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
701	99998	CROSSROADS TITLE AGENCY OVERPAYMENT	559233	3.98
701	99998	DEE CRAMER OVERPAYMENT	559235	80.00
701	99998	FIRST AMERICAN TITLE OVERPAYMENT	559240	1,462.98
701	99998	HOLLY SACO UNALLOCATED TAX EXPEND DUPLICATE PAYMENT	559243	2,294.65
701	99998	ISMAT HAIDER UNALLOCATED TAX EXPEND DUPLICATE PAYMENT	559244	211.38
701	99998	LEADING EDGE TITLE OVERPAYMENT	559250	391.35
701	99998	MICHAEL GERBER OVERPAYMENT	559260	10.00
701	99998	MJC STONERIDGE LLC OVERPAYMENT	559262	480.00
701	99998	PHILLIP HAMILTON UNALLOCATED TAX EXPEND DUPLICATE PAYMENT	559266	1,000.00
701	99998	REBECCA ESTEBAN UNALLOCATED TAX EXPEND DUPLICATE PAYMENT	559267	464.38
701	99998	REVERSE MORTGAGE SOLUTION OVERPAYMENT	559268	11.51
701	99998	SANDRA WHITE OVERPAYMENT	559273	64.67
701	99998	SEAVER TITLE OVERPAYMENT	559274	200.00
701	99998	SENECA OVERPAYMENT	559275	1,550.07
701	99998	SUNRISE PROPERTIES OVERPAYMENT	559277	32.14
701	99998	TIMIOS OVERPAYMENT	559281	536.93
701	7213	TITLE ONE INC OVERPAYMENT	558887	10.54
701	99998	WAL-MART REAL ESTATE REVENUES MICHIGAN TAX TRIBUNAL	559283	85,451.33
701	99998	WIEGAND CRUSHING INC REVENUES STATE TAX COMMISSION	559284	1,726.98
701	99998	WILMA DUNCAN OVERPAYMENT	559285	5.91
704	99998	MIDHET SHKOUKANI FIRE INSURANCE WITHHOLDING	559261	9,406.73
750	80136	AFLAC PREMIUM HOLDING PAYROLL DEDUCTIONS	4482268	8,732.10
750	16280	CADR PLUS PAYROLL DEDUCTIONS	4482269	140.00

CITY OF WARREN
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GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
750	80142	CAPITAL ONE BANK	4482292	1,976.95
		PAYROLL DEDUCTION		
750	80140	CHAPTER 13 TRUSTEE	4482263	995.70
		PAYROLL DEDUCTION		
750	80140	CHAPTER 13 TRUSTEE	4482299	995.70
		PAYROLL DEDUCTION		
750	80079	CHPTR 13 STANDING TRUSTEE	4482260	799.20
		PAYROLL DEDUCTION		
750	80079	CHPTR 13 STANDING TRUSTEE	4482261	976.39
		PAYROLL DEDUCTION		
750	80114	CHPTR 13 STANDING TRUSTEE	4482262	855.03
		PAYROLL DEDUCTION		
750	80079	CHPTR 13 STANDING TRUSTEE	4482296	799.20
		PAYROLL DEDUCTION		
750	80079	CHPTR 13 STANDING TRUSTEE	4482297	976.39
		PAYROLL DEDUCTION		
750	80114	CHPTR 13 STANDING TRUSTEE	4482298	855.03
		PAYROLL DEDUCTION		
750	80165	INTERNAL REVENUE SERVICE	4482300	69.13
		PAYROLL DEDUCTION		
750	80001	LOCAL 1250	4482266	4,766.63
		UNION DUES DEDUCTIONS		
750	80001	LOCAL 1250	4482305	4,792.12
		UNION DUES DEDUCTIONS		
750	80171	MICHAEL R STILLMAN	4482258	369.50
		PAYROLL DEDUCTION		
750	80171	MICHAEL R STILLMAN	4482294	337.14
		PAYROLL DEDUCTION		
750	80163	MICHIGAN GUARANTY AGENCY	4482301	223.36
		PAYROLL DEDUCTION		
750	80118	MISDU	4482264	13,974.43
		PAYROLL DEDUCTIONS		
750	80118	MISDU	4482303	13,840.74
		PAYROLL DEDUCTIONS		
750	80152	OFFICE OF THE ATTY GENERAL	4482265	337.38
		PAYROLL DEDUCTION		
750	80152	OFFICE OF THE ATTY GENERAL	4482304	337.38
		PAYROLL DEDUCTION		
750	80216	PERFORMANT RECOVERY INC	4482257	10.11
		PAYROLL DEDUCTION		
750	80216	PERFORMANT RECOVERY INC	4482293	23.35
		PAYROLL DEDUCTION		
750	80207	SUSAN L WINTERS	4482259	2.34
		PAYROLL DEDUCTION		
750	80207	SUSAN L WINTERS	4482295	27.45
		PAYROLL DEDUCTION		
750	14693	THE HARTFORD GROUP	4482276	10,575.28
		VOLUNTARY LIFE INSURANCE		

CITY OF WARREN
 BILLS TO BE APPROVED FOR PAYMENT
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GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
750	80145	TIMOTHY E BAXTER & ASSOC	4482291	96.72
		PAYROLL DEDUCTION		
750	80164	US DEPT OF EDUCATION SFAC	4482302	148.91
		PAYROLL DEDUCTION		
750	80009	WARREN MUNICIPAL FEDERAL	4482256	76,275.00
		PAYROLL DEDUCTIONS		
750	80009	WARREN MUNICIPAL FEDERAL	4482290	75,160.00
		PAYROLL DEDUCTIONS		
750	80003	WARREN POLICE COMMAND	4482267	1,065.27
		PAYROLL DEDUCTIONS		
750	80004	WARREN POLICE OFFICER'S	4482306	10,260.34
		UNION DUES DEDUCTIONS		
750	80005	FOP LODGE 124	559218	2,835.00
		PAYROLL DEDUCTIONS		
750	80002	LOCAL 1917	559217	1,522.10
		UNION DUES DEDUCTIONS		
750	80000	LOCAL 412	559216	1,544.07
		UNION DUES DEDUCTIONS		
750	80006	PROFESSIONAL FIREFIGHTERS	559219	9,809.74
		PAYROLL DEDUCTIONS		
750	80007	WARREN FIRE FIGHTER FUND	559220	2,400.00
		PAYROLL DEDUCTIONS		
750	80043	WARREN PROFESSIONAL FIRE	559221	1,140.00
		PAYROLL DEDUCTIONS		
801	14862	RED CEDAR CONSULTING	559086	1,151.00
S/A	REVOLVING EXPENDITURE	ASBESTOS SURVEY		

CITY OF WARREN
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PENDING WIRE TRANSFERS

<u>TRANSFER TO</u>	<u>REASON</u>	<u>DATE REQUESTED</u>	<u>AMOUNT REQUESTED</u>
COMPONE ADMINISTRATORS	REIMBURSE LARGE DOLLAR CLAIM	10/5/15	\$ 8,170.75
CRAWFORD & COMPANY	REIMBURSE LARGE DOLLAR CLAIM	9/17/15	\$ 15,800.19
CINCINATTI TIME SYST	NOVA4000 MO SERVICE FEE	10/1/15	\$ 1,071.00
TOTAL	WIRES TO BE EFFECTUATED	10/19/15	<u>\$ 25,041.94</u>

CITY OF WARREN WATER & SEWER SYSTEM
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SUMMARY PAGE

FUND	FUND NAME	TOTAL DISBURSEMENTS
592020	OPERATION & MAINTENANCE	\$1,408,375.84
592044	INFRASTRUCTURE REPL RES	548,834.57
592047	EQUIPMENT REPL RESERVE	643,150.31
592072	DEBT SERVICE RESERVE	1,265,850.00
592096	PAYROLL REVOLVING FUND	<u>\$ 40,281.41</u>
		<u>\$3,906,492.13</u>

CITY OF WARREN WATER & SEWER SYSTEM
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OPERATION & MAINTENANCE AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
592020	4571	AT&T MOBILITY	1084362	514.55
		WATER MAINTENANCE WIRELESS MONTHLY SERVICE		
592020	80029	DELTA DENTAL OF MICHIGAN	1084348	5,380.32
		VARIOUS DENTAL INSURANCE PREMIUMS		
592020	323	DTE ENERGY	1084351	6,438.35
		WATER MAINTENANCE ELECTRIC MONTHLY SERVICE		
592020	323	DTE ENERGY	1084360	68.71
		WATER MAINTENANCE ELECTRIC MONTHLY SERVICE		
592020	324	DTE ENERGY	1084361	64,431.85
		WWTP ELECTRIC MONTHLY SERVICE		
592020	80023	GOLDEN DENTAL PLANS INC	1084349	939.43
		VARIOUS DENTAL INSURANCE PREMIUMS		
592020	4238	AJAX MATERIALS CORP	94654	4,882.63
		WATER MAINTENANCE UPM COLD PATCH		
592020	4818	ALS ENVIRONMENTAL	94690	625.00
		WWTP OPERATING SUPPLIES		
592020	99998	AMBER SCHAUBROECK	94699	175.75
		REFUND		
592020	83	ARGUS-HAZCO	94612	12.38
		WWTP OPERATING SUPPLIES		
592020	2290	BATTERY WAREHOUSE	94637	839.80
		WWTP BATTERIES		
592020	4461	BREHOB CORP	94666	1,883.41
		WWTP COMPRESSOR MAINTENANCE		
592020	4736	CAPP/USA	94684	664.04
		WWTP MAINTENANCE SUPPLIES		
592020	2842	CDW GOVERNMENT INC	94642	361.20
		WWTP OPERATING SUPPLIES		
592020	2963	CINCINNATI TIME SYS	94643	153.00
		WWTP MAINTENANCE SUPPLIES		
592020	4206	CINTAS FIRST AID & SAFETY	94651	338.02
		WATER MAINTENANCE OPERATING SUPPLIES		
592020	99998	CITY OF WARREN TREASURER	94700	2,190.24
		REFUND		
592020	329	CONCENTRA/OCCUP HEALTH	94614	221.00
		WATER MAINTENANCE MEDICAL SERVICES		
592020	2115	CONTRACTORS CLOTHING CO	94635	600.66
		VARIOUS UNIFORMS		
592020	4522	COUGAR SALES & RENTAL INC	94671	399.90
		WATER MAINTENANCE OPERATING SUPPLIES		
592020	99998	DAVID GEISLER	94701	150.00
		WATER MAINTENANCE EDUCATIONAL REIMBURSEMENT		
592020	99998	DAVID KOSS	94702	178.00
		WATER MAINTENANCE REIMBURSEMENT		
592020	99998	DAVID KOSS	94703	353.79
		WATER MAINTENANCE TRAVEL EXPENSE		
592020	99998	DETROIT HEALTH CARE FOR	94704	500.14
		REFUND		

CITY OF WARREN WATER & SEWER SYSTEM
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OPERATION & MAINTENANCE AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
592020	99998	DETROIT HEALTH CARE FOR REFUND	94705	604.87
592020	4276	DETROIT OUTFITTERS LLC UNIFORMS	94656	128.71
592020	142	DETROIT WATER & SEWERAGE 2015 WHOLESALE WATER	94613	902,254.15
592020	4300	DIGIGRAPHX CO UNIFORMS	94657	182.00
592020	4612	DIVDAT UTILITY BILL PROCESSING	94681	2,612.22
592020	4580	DU ALL CLEANING INC JANITORIAL SERVICES	94676	2,200.00
592020	372	EAST SIDE LOCKSMITH INC FACILITY MAINTENANCE	94616	298.00
592020	4811	ELITE PEST MANAGEMENT PROFESSIONAL SERVICES	94689	224.00
592020	2645	ENDRESS + HAUSER LEVEL TRANSMITTER	94640	1,305.98
592020	394	ETNA SUPPLY COMPANY INVENTORY SUPPLIES	94617	1,976.70
592020	4531	EXOTIC AUTOMATION & SUPPLY MAINTENANCE SUPPLIES	94672	796.99
592020	400	FEDEX OPERATING SUPPLIES	94618	75.67
592020	404	FIRE EQUIPMENT CO INC MONTHLY INSPECTION	94619	250.00
592020	4226	FLOW CONTROL SYSTEMS LLC ELECTRIC ACTUATOR	94653	5,178.00
592020	4388	GARRETT DOOR CO FACILITY MAINTENANCE	94663	1,050.00
592020	4585	GLOBAL GOV ED SOLUTIONS OPERATING SUPPLIES	94677	282.00
592020	3085	GOVCONNECTION INC OPERATING SUPPLIES	94645	236.36
592020	1727	GRAINGER MAINTENANCE SUPPLIES	94631	3,331.41
592020	1044	GRAYBAR MAINTENANCE SUPPLIES	94623	904.56
592020	1924	H D EDWARDS & CO OPERATING SUPPLIES	94634	869.74
592020	4410	HACH COMPANY OPERATING SUPPLIES	94664	41.69
592020	4190	HESCO INDUSTRIAL LLC MAINTENANCE SUPPLIES	94650	182.20
592020	2268	HOME DEPOT CREDIT SVCS MAINTENANCE SUPPLIES	94636	394.34
592020	4587	INDUSTRIAL FURNACE CO INC RABBLE TEETH	94678	9,756.00

CITY OF WARREN WATER & SEWER SYSTEM
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OPERATION & MAINTENANCE AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
592020	4548	INTERNATIONAL CONTROLS	94674	1,987.00
WWTP		SECURITY ENTRY		
592020	1027	J O GALLOUP COMPANY	94622	599.98
WWTP		MAINTENANCE SUPPLIES		
592020	348	JACK DOHENY SUPPLIES INC	94615	1,275.66
WATER MAINTENANCE		FLEET MAINTENANCE		
592020	4535	JANNA ACCESS LLC	94673	399.56
WWTP		MAINTENANCE SUPPLIES		
592020	1355	JCI JONES CHEMICALS INC	94626	2,821.00
WWTP		CHEMICALS		
592020	99998	JOHN KNOELK	94706	194.72
		REFUND		
592020	99998	JON WILLIAM POWERS	94707	785.99
		REFUND		
592020	99998	JOSHUA HALE	94708	150.00
		REFUND		
592020	99998	KENNETH KISER	94709	179.12
		REFUND		
592020	610	KUSH PAINT COMPANY	94620	568.40
WATER MAINTENANCE		PAINT SUPPLIES		
592020	4831	LAWN THERAPIST	94694	2,431.00
VARIOUS		LAWN SERVICE		
592020	99998	LYESTER BILLHYMER II	94710	18.79
		REFUND		
592020	99998	MARK WEBB	94711	124.13
WWTP		TRAVEL ADVANCE		
592020	4476	ODEN TRAINING	94668	110.00
WWTP		EDUCATION & TRAINING		
592020	4462	MAURER'S TEXTILE RENTAL	94667	172.40
WWTP		OPERATING SUPPLIES		
592020	4412	METRO WELDING SUPPLY	94665	23.25
WWTP		CHEMICALS AT WWTP		
592020	4514	MICH METER TECHNOLOGY GRP	94670	14,572.64
		INVENTORY SUPPLIES		
592020	99998	MICHAEL YUSTICK	94712	150.00
WATER MAINTENANCE		EDUCATIONAL REIMBURSEMENT		
592020	4326	MOTOWN AUTOMOTIVE DISTR	94660	190.12
WWTP		FLEET MAINTENANCE		
592020	4575	MOUSER ELECTRONICS INC	94675	80.57
WWTP		MAINTENANCE SUPPLIES		
592020	4601	MSC INDUSTIRAL SUPPLY CO	94679	569.98
WWTP		MAINTENANCE SUPPLIES		
592020	4109	MWEA	94649	945.00
WWTP		EDUCATION & TRAINING		
592020	4244	NALCO CROSSBOW WATER	94655	812.60
WWTP		CHEMICALS AT WWTP		
592020	1515	NORLAB INC	94630	444.00
WATER MAINTENANCE		OPERATING SUPPLIES		

CITY OF WARREN WATER & SEWER SYSTEM
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OPERATION & MAINTENANCE AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
592020	2406	NTH CONSULTANTS LTD	94639	299.56
	WWTP	ENGINEERING SERVICES		
592020	2401	OFFICE DEPOT INC	94638	359.49
	ADMINISTRATION	OPERATING SUPPLIES		
592020	1904	OTIS ELEVATOR COMPANY	94633	918.00
	VARIOUS	PROFESSIONAL SERVICES		
592020	99998	PATRICIA WHITNEY	94713	61.02
		REFUND		
592020	4645	PLANTE & MORAN PLLC	94682	6,850.00
	ADMINISTRATION	PROFESSIONAL SERVICES		
592020	4306	PRAXAIR DISTRIBUTION INC	94658	351.17
	VARIOUS	CHEMICALS AT WWTP		
592020	1757	PVS TECHNOLOGIES INC	94632	6,815.98
	WWTP	CHEMICALS AT WWTP		
592020	4604	RADWELL INTERNATIONAL INC	94680	532.00
	WWTP	MAINTENANCE SUPPLIES		
592020	4844	RDC CONSTRUCTION SERVICES	94695	176,283.67
	WATER MAINTENANCE	CONCRETE, MANHOLE AND SOD REPAIRS		
592020	99998	RECH REALTY CO	94714	82.19
		REFUND		
592020	4211	RED WING SHOE STORE	94652	315.87
	WATER MAINTENANCE	UNIFORMS		
592020	4781	REPUBLIC SERVICES #241	94687	160.00
	WWTP	MAINTENANCE SUPPLIES		
592020	988	SCHAD REFRACTORY CONST CO	94621	101,400.00
	WWTP	HEARTH FURNANCE REPAIR		
592020	4036	SIEMENS INDUSTRY INC	94647	7,330.00
	WATER MAINTENANCE	POWER PANEL REPLACEMENT		
592020	99998	STAR BEAL	94715	18.80
		REFUND		
592020	4355	STERLING HEIGHTS TREASURY	94661	196.93
	ADMINISTRATION	OPERATING SUPPLIES		
592020	99998	STEVEN CARPENTER	94716	78.06
		REFUND		
592020	1066	SUBURBAN BOLT & SUPPLY CO	94624	213.49
	VARIOUS	MAINTENANCE SUPPLIES		
592020	4828	SUPER CAR WASH	94692	20.00
	WATER MAINTENANCE	CAR WASH SERVICES		
592020	99998	TABITHA BABCOCK	94717	158.92
		REFUND		
592020	99998	TAMARA ROLLINS	94718	21.94
		REFUND		
592020	4100	TEAM EQUIPMENT	94648	1,303.61
	WATER MAINTENANCE	OPERATING SUPPLIES		
592020	99998	THOMAS DELISI	94719	99.65
		REFUND		
592020	99998	TINA HOAG	94720	121.19
		REFUND		

CITY OF WARREN WATER & SEWER SYSTEM
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OPERATION & MAINTENANCE AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
592020	1390	TREASURER CITY OF WARREN	94627	9,911.55
	VARIOUS	NATURAL GAS CHARGES		
592020	4775	UNITED RESOURCE	94685	5,943.82
	WATER MAINTENANCE	SEWER CLEANING & TELEVISIONING		
592020	4847	USA PLUMBING	94696	5,440.00
	WATER MAINTENANCE	PLUMBING SERVICES		
592020	99998	VALERIE JONES	94721	156.67
		REFUND		
592020	2782	WASTE MANAGEMENT OF MI	94641	23,740.58
	WWTP	ASH HAULING CONTRACT		
592020	99998	WILLIAM KOENIG	94722	110.00
	WATER MAINTENANCE	EDUCATIONAL REIMBURSEMENT		
592020	99998	YVETTE WILLIAMS	94723	83.42
		REFUND		
592020	1296	ZEP SALES & SERVICE	94625	1,954.59
	WATER MAINTENANCE	OPERATING SUPPLIES		
592044	4777	DIPONIO CONTRACTING INC	1084354	1,000.00
		MARTIN ROAD WATERMAIN REPLACEMENT		
592044	4492	PAMAR ENTERPRISES INC	1084352	45,000.00
		PRV STATIONS (14 MILE)		
592044	4492	PAMAR ENTERPRISES INC	1084353	4,332.82
		WATERMAIN REPLACEMENT		
592044	1448	ANDERSON ECKSTEIN &	94629	1,556.86
	EXPENSE	ENGINEERING SERVICES		
592044	3086	ANGELO IAFRATE CONSTR CO	94646	410,059.03
	VARIOUS	WATERMAIN REPLACEMENT		
592044	4777	DIPONIO CONTRACTING INC	94686	31.75
	VARIOUS	RETAINAGE INTEREST		
592044	1401	METCO SERVICES INC	94628	22,895.99
	EXPENSE	ENGINEERING SERVICES		
592044	2406	NTH CONSULTANTS LTD	94639	27,958.60
	EXPENSE	ENGINEERING SERVICES		
592044	4492	PAMAR ENTERPRISES INC	94669	23.92
	VARIOUS	RETAINAGE INTEREST		
592044	4683	SUPERIOR EXCAVATING INC	94683	35,975.60
	VARIOUS	WATERMAIN REPLACEMENT		
592047	4830	CLEANING CONTRACTORS INC	94693	23,189.00
	EXPENSE	INCINERATOR CLEANING SERVICE		
592047	3007	HUBBELL ROTH & CLARK INC	94644	15,117.50
	EXPENSE	ENGINEERING SERVICES		
592047	2406	NTH CONSULTANTS LTD	94639	1,670.81
	EXPENSE	ENGINEERING SERVICES		
592047	4824	SPENCE BROTHERS	94691	571,923.00
	VARIOUS	FINAL CLARIFIER REHAB		
592047	4360	TETRA TECH INC	94662	31,250.00
	EXPENSE	PROFESSIONAL SERVICES		

CITY OF WARREN WATER & SEWER SYSTEM
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OPERATION & MAINTENANCE AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
592072	4789	HUNTINGTON NATIONAL BANK	94688	1,255,500.00
		EXPENSE DEBT SERVICE		
592072	4308	US BANK	94659	10,350.00
		EXPENSE DEBT SERVICE		
592096	80136	AFLAC PREMIUM HOLDING	1084363	1,178.72
		PAYROLL DEDUCTIONS		
592096	80001	AFSCME LOCAL 1250	1084345	1,656.85
		UNION DUES DEDUCTIONS		
592096	80001	AFSCME LOCAL 1250	1084356	1,656.85
		UNION DUES DEDUCTIONS		
592096	80098	MISDU	1084346	2,095.42
		WAGE ASSIGNMENTS		
592096	80098	MISDU	1084357	2,095.42
		WAGE ASSIGNMENTS		
592096	80207	SUSAN WINTERS	1084347	150.00
		WAGE ASSIGNMENTS		
592096	80207	SUSAN WINTERS	1084358	150.00
		WAGE ASSIGNMENTS		
592096	14693	THE HARTFORD GROUP	1084350	2,020.94
		VOLUNTARY LIFE INSURANCE		
592096	80009	WARREN MUNIC FED CR UNION	1084344	13,805.00
		PAYROLL DEDUCTIONS		
592096	80009	WARREN MUNIC FED CR UNION	1084355	14,580.00
		PAYROLL DEDUCTIONS		
592096	80002	AFSCME LOCAL 1917	94698	564.65
		UNION DUES DEDUCTIONS		
592096	80000	LOCAL 412 (UNIT 59)	94697	327.56
		UNION DUES DEDUCTIONS		

CITY OF WARREN WATER & SEWER SYSTEM
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 OCTOBER 13, 2015

MISCELLANEOUS TRANSFERS

<u>TRANSFER TO</u>	<u>DATE</u>	<u>AMOUNT</u>
ICMA - 401A	09/02/15	\$ 29,648.30
ING - Deferred Compensation	09/02/15	1,854.47
ICMA - Deferred Compensation	09/02/15	4,992.43
Lincoln - Deferred Compensation	09/02/15	1,233.98
ICMA - RHS Deductions & Contributions	09/02/15	1,919.64
ICMA - Roth IRA Contribution	09/02/15	855.00
ICMA - 401A	09/16/15	29,526.01
ING - Deferred Compensation	09/16/15	1,854.47
ICMA - Deferred Compensation	09/16/15	4,992.43
Lincoln - Deferred Compensation	09/16/15	1,233.98
ICMA - RHS Deductions & Contributions	09/16/15	1,887.68
ICMA - Roth IRA Contribution	09/16/15	855.00
SEPTEMBER TOTAL		\$ 80,853.39

FEDERAL TAX TRANSFERS

<u>PAID FROM</u>	<u>DATE</u>	<u>AMOUNT</u>
Comerica	09/02/15	\$ 65,478.66
Comerica	09/16/15	70,902.49
Comerica	09/30/15	61,371.51
SEPTEMBER TOTAL		\$ 197,752.66



August 20, 2015

Scott C. Stevens, Council Secretary
Mayor Pro Tem

DEPARTMENT OF PUBLIC SERVICE
ONE CITY SQUARE, SUITE 320
WARREN, MI 48093-5284
(586) 574-4604
FAX (586) 574-4517
www.cityofwarren.org

RE: Resolution for 8303 Rivard Nuisance Abatement

Honorable Council Secretary:

The approval of a resolution is necessary for collection proceedings relating to the removal of a house which is under the nuisance abatement program.

Attached, please find the appropriate resolutions 1 and 2 and place on the **September 8, 2015 consent agenda** for a City Council Meeting **October 13, 2015** to review and confirm Special Assessment Roll No. **469**.

Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in blue ink that reads "R. Sabaugh".

Richard D. Sabaugh, Director
Department of Public Service

Read and Concur,

Approved:

A handwritten signature in blue ink that reads "Roxanne R. Canestelli".
City Attorneys Office

Read and Concur,

Approved:

A handwritten signature in blue ink that reads "James R. Fouts".
James R. Fouts, Mayor

RDS/al
Cc: Mayor
Building
Treasurer
Controllers
City Clerk
Assessor

**1st SAR Nuisance Resolution
8303 Rivard (13-34-357-031)**

RESOLUTION

A _____ Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, _____ at 7:00 p.m. Eastern Time in the Council Chamber of the Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilmember: _____

ABSENT: Councilmember: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____:

The Nuisance Abatement Board of Appeals held a public appeal hearing on the Hearing Officer's nuisance determination, and adopted a resolution upholding the Hearing Officer's determination that a nuisance existed upon the following described Property ("Property"):

LOT 125 – A.J. CHRISTE'S SUBDIVISION, as recorded in Liber 2, Page 235 of Plats, Macomb County Records.

**Owner(s): Sheldon Investment Co.
Rutherford Financial LLC**

The Nuisance Abatement Board of Appeals ordered abatement of the nuisance within **60 days** of the public appeal hearing and if the nuisance was not abated within the time limit, the Nuisance Abatement Board of Appeals directed the Director of Public Service to direct the removal of the nuisance. The City Clerk has notified the Property owner(s) of the Nuisance Abatement Board of Appeals Resolution, and order of nuisance removal.

The Property owner(s) failed to remove the nuisance within the time period prescribed by the Nuisance Abatement Board of Appeals.

The Director of Public Service obtained removal of the nuisance by demolition pursuant to the Resolution of the Nuisance Abatement Board of Appeals.

The Director of Public Service has filed this report of the work done and the expenses incurred in the abatement of the nuisance.

NOW, THEREFORE, IT IS RESOLVED, that the City Council does hereby determine that the following charges shall be levied as a special assessment against the Property indicated:

<u>PROPERTY</u>	<u>CHARGES</u>
Parcel No. 13-34-357-031 also known as 8303 Rivard	\$9,814.50

IT IS FURTHER RESOLVED, that the City Assessor is hereby instructed to prepare a special assessment roll in accordance with the above determination and designate the name by which the roll shall be known.

IT IS FURTHER RESOLVED, that the special assessment roll shall be divided into ten (10) annual installments, and that the deferred installments of the special assessment roll shall bear interest at the rate of 8 (8%) per cent per annum.

IT IS FURTHER RESOLVED, that the special assessment roll shall be certified by the City Assessor and filed with the City Clerk. The City Clerk shall give notice by certified mail to the owner(s) of the Property upon which the aforesaid charges are levied, stating the basis for the assessment, the amount thereof, and the property affected, and giving the

Property owner(s) until the 13th day of October, 2015, for payment to be made. The notice shall further state that if payment is not made before the said 13th day of October, 2015, a public hearing shall be held on the aforesaid date before the City Council in the Council Chamber of the Community Center, 5460 Arden, Warren, Michigan 48092 at 7:00 p.m. Eastern _____ Time, for the purpose of hearing any objections to said special assessment roll as prepared.

AYES: Councilmember: _____

NAYS: Councilmember: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, _____.

Scott C. Stevens
Council Secretary
Mayor Pro Tem

CERTIFICATION

STATE OF MICHIGAN)
)SS.
COUNTY OF MACOMB)

I, PAUL WOJNO, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, _____.

PAUL WOJNO
City Clerk

**2nd SAR Nuisance Resolution
8303 Rivard (13-34-357-031)**

RESOLUTION

A _____ Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, _____, at 7:00 p.m. Eastern _____ Time, in the Council Chamber of the Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilmember: _____

ABSENT: Councilmember: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____:

By resolution adopted _____, the City Council determined to levy a special assessment against the following described Property;

Parcel No. (13-34-357-031) also known as 8303 Rivard

The City Assessor has prepared a special assessment roll to Levy a special assessment against the Property indicated:

PROPERTY

CHARGES

Parcel No. 13-34-357-031 also known as 8303 Rivard

\$9,814.50

LOT 125 – A.J. CHRISTE’S SUBDIVISION, as recorded in Liber 2, Page 235 of Plats, Macomb County Records.

**Owner(s): Sheldon Investment Co.
Rutherford Financial LLC**

The special assessment roll has been certified by the City Assessor and filed with the City Clerk;

The City Clerk has given notice by certified mail on _____ to the owners of the Property upon which the aforesaid charges are levied, stating the basis for the assessment, the amount thereof, and the Property affected, and giving the property owners until the 13th day of October, 2015, for payment to be made;

Payment has not been made, and a public hearing having been held on October 13, 2015, after notice of the hearing having been given to the Property owners, in the notice described above;

NOW, THEREFORE, IT IS RESOLVED, that the special assessment roll in the following amount and bearing the following roll number is hereby confirmed as presented by the City Assessor:

SPECIAL ASSESSMENT NO. 469 - \$9,814.50

IT IS FURTHER RESOLVED, that the special assessment roll shall be divided into ten (10) annual installments, the first installment(s) shall be

due on July 1, 2016, and the subsequent installment(s) shall be due on July 1 of each and every year thereafter, bearing interest at the rate of eight (8%) per cent per annum, commencing on August 1, 2016.

IT IS FURTHER RESOLVED, that the installments of the special assessment roll shall be collected in the manner required by the appropriate provisions of Chapter 33, of the Code of Ordinances of the City of Warren.

AYES: Councilmember: _____

NAYS: Councilmember: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, _____.

Scott C. Stevens
Council Secretary
Mayor Pro Tem

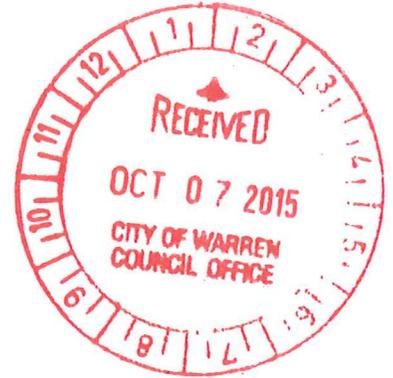
CERTIFICATION

STATE OF MICHIGAN)
)SS.
COUNTY OF MACOMB)

I, PAUL WOJNO, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, _____.

PAUL WOJNO
City Clerk

**RECEIVED FROM CITY CLERK
PUBLIC HEARING DOCUMENTS
SPECIAL ASSESSMENT ROLL NO. 469**



Resolution No. 469

Hearing Date: October 13, 2015

PARCEL NO. 13-34-357-031, also known as 8303 Rivard, Lot 125 – A.J. Christie’s Subdivision, according to the plat thereof as recorded in Liber 2, Page(s) 235 of Plats, Macomb County Records.

NUISANCE: Vacant dilapidated 1.75 story aluminum sided house (1589 square feet).

**NOTICE LETTERS
AFFIDAVIT OF PUBLICATION
AFFIDAVIT OF MAILING
CERTIFIED**

CITY OF WARREN

NOTICE OF PUBLIC HEARING

The Council of the City of Warren has adopted resolutions declaring that a nuisance existed upon the following described property:

PARCEL NO. 13-34-357-031, also known as 8303 Rivard, Lot 125 – A.J. Christie’s Subdivision, according to the plat thereof as recorded in Liber 2, Page(s) 235 of Plats, Macomb County Records.

NUISANCE: Vacant dilapidated 1.75 story aluminum sided house (1589 square feet).

The City Clerk has notified the owners of the aforesaid property that said nuisance shall be removed; and whereas the nuisance was removed in accordance with notification.

The Director of Public Service has filed his report of the work done and the expenses incurred in the abatement of the nuisance. The City Council has determined that expenses and administrative costs incurred in the abatement shall be levied as a Special Assessment against the property.

Be it further resolved that the City Clerk gave notice by CERTIFIED MAIL to the owners of the property upon which the aforesaid charges are levied. They are given until the hearing date to make payment.

This hearing will be held as follows:

Time and Date: 7:00 p.m., Tuesday, October 13, 2015

Place: Warren Community Center Auditorium
City Council Chambers
5460 Arden
Warren, Michigan 48092

If payment is not made before aforesaid date, the public hearing will be held for the purpose of considering any objections to the special assessment as prepared.

**PAUL WOJNO
CITY CLERK**

Date Published: September 30, 2015
Warren Weekly



OFFICE OF THE CITY CLERK

1 CITY SQUARE, SUITE 205
WARREN, MI 48093-2393
(586) 574-4557
FAX (586) 574-4556
www.cityofwarren.org

September 25, 2015

Sheldon Investment Co.
Profit Sharing Plan & Trust
21700 Northwestern Hwy Ste #854
Southfield, MI 48075

Dear Sir/Madam:

As the record title owner of property located and described below:

PARCEL NO. 13-34-357-031, also known as 8303 Rivard, Lot 125 – A.J. Christie’s Subdivision, according to the plat thereof as recorded in Liber 2, Page(s) 235 of Plats, Macomb County Records.

Notice is hereby given to you that the City of Warren has levied a Special Assessment against the above noted property in the amount of \$9, 814.50. The basis of this assessment is:

Vacant dilapidated 1.75 story aluminum sided house (1589 square feet).

You are hereby given further notice that you have until the 13th day of October, 2015, to pay the assessment.

If you fail to make payment of said assessment by the above date, a Public Hearing will be held on the 13th day of October, 2015, before the City Council in the Council Chambers in the Warren Community Center Auditorium, 5460 Arden, located west of Mound Road between Chicago and Fourteen Mile Roads, Warren, Michigan, at 7:00 p.m. for the purpose of hearing any objections you may have to the levying of this Special Assessment.

As this office is only directed to issue this information to you, any and all questions concerning this matter must be directed to the Public Service Department at (586)574-4604.

Respectfully,

Office of the City Clerk

/jgu



OFFICE OF THE CITY CLERK

1 CITY SQUARE, SUITE 205
WARREN, MI 48093-2393
(586) 574-4557
FAX (586) 574-4556
www.cityofwarren.org

September 25, 2015

Rutherford Financial LLC
8303 Rivard
Warren, MI 48089

Dear Sir/Madam:

As the record title owner of property located and described below:

PARCEL NO. 13-34-357-031, also known as 8303 Rivard, Lot 125 – A.J. Christie's Subdivision, according to the plat thereof as recorded in Liber 2, Page(s) 235 of Plats, Macomb County Records.

Notice is hereby given to you that the City of Warren has levied a Special Assessment against the above noted property in the amount of \$9, 814.50. The basis of this assessment is:

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Respectfully,

Office of the City Clerk

/jgu



CITY ATTORNEY'S OFFICE
ONE CITY SQUARE, SUITE 400
WARREN, MI 48093-5285
(586) 574-4671
FAX (586) 574-4530
www.cityofwarren.org

October 6, 2015

Mr. Scott C. Stevens
Council Secretary
Mayor Pro Tem

Re: Proposed Final Resolution to Authorize Sale of 2015 Tax-Reverted Properties to Macomb 12, LLC and Development Agreement with Macomb 12, LLC and 5 Star Investments and Realty, LLC

Dear Council Secretary Stevens:

Attached please find the above-noted resolution pertaining to the bulk sale and development of the 2015 tax-reverted properties with existing structures.

On September 8, 2015, Council adopted a resolution to authorize the purchase of 258 tax reverted properties from the County of Macomb. The 101 properties with structures were offered for sale to Macomb 12, LLC (the "Developer") for \$1 Million. Macomb 12, LLC and its developer 5 Star Investments and Realty, LLC would enter into a development agreement to purchase, rehabilitate and maintain the properties with structures until they are sold.

The proposed development agreement is attached. Consistent with the agreement that was provided to Council on September 8, 2015 the agreement requires the structures to be rehabilitated, maintained and sold. Residential structures will be marketed for owner-occupancy for at least 30 days following Certificate of Compliance before sold as a rental, and the Developer will be responsible for maintenance and taxes up to the sale.

A Public Notice of intent to sell the properties was placed on file with the City Clerk. No other bidders agreed to exceed Macomb 12, LLC's proposal.

Since September 8, the Developer has examined the properties more closely and has amended the proposal as follows:

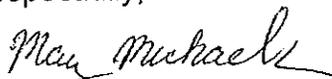
- Four commercial properties will be sold "as is." However, until sold, the Developer will board and maintain the properties by boarding them, maintaining the lawn, removing debris, and rodent control, and will assume liability until the properties are sold.
- Except the properties as stated below, the residential properties will be rehabilitated within 24 months.

- Up to seven residential properties may be infeasible to repair. Therefore, the proposed agreement provides that the City and Developer will mutually determine whether those properties should be renovated or demolished. Any property beyond repair will be processed by City for nuisance abatement and/or sale with its vacant lots, or the Developer may sell the lot "as is" subject to agreement that the new owner will construct a new dwelling and the City would be paid the cost of demolition from the proceeds.
- The Agreement provides that the properties will be sold or leased subject to the prohibition against any growth of medical marijuana or prurient adult business, and are to be maintained by the Developer.
- An escrow of \$50,000 will be submitted to secure development.
- The Developer has executed an escrow of \$1 Million to be wired to the County of Macomb pending execution of the Development Agreement.

Consistent with 2-346 of the City Ordinance, the Deputy Assessor estimated the collective value of the lots based upon assessed value. Although the proposed consideration to be paid by the developer is lower, the price is adequate when viewed in terms of the neighborhood development and return of property to tax rolls, and other benefits from the bulk sale and development.

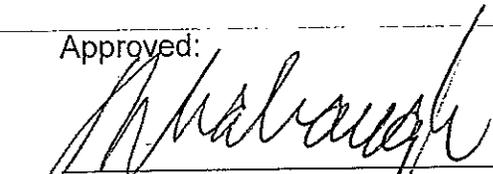
If acceptable, please submit the proposed resolution and corresponding agreement to Council for its meeting on Tuesday, October 13, 2015.

Respectfully,


Mary Michaels
Acting City Attorney

MM/vit Ltr to S Stevens re Proposed Resolution to Authorize Sale of 2015 Tax-Reverted Properties – Macomb 12 LLC ID 57371

Approved:


Richard Sabaugh
Public Service Director

James R. Fouts
Mayor

cc: Michael Smith, 5 STAR Investments and Realty, LLC
Jon Wright, Macomb 12, LLC
Marcia Smith, Assessor
Tom Agrusa, Deputy Assessor
Tom Bommarito, Administrative Supervisor, Public Service
Sean Clark, CitiStat Coordinator

**RESOLUTION APPROVING FINAL SALE OF
2015 TAX-REVERTED PROPERTIES WITH STRUCTURES AND DEVELOPMENT AND
REAL ESTATE PURCHASE AGREEMENT WITH TO MACOMB 12, LLC AND
5 STAR INVESTMENTS AND REALTY, LLC**

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on October 13, 2015, at 7 p.m. _____ Time in the Council Chambers of the Warren Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilpersons _____

ABSENT: Councilpersons _____

On September 8, 2015, the City authorized the purchase of several tax-reverted properties from the County of Macomb.

Council also adopted a resolution to provide the public with notice of intent to sale the properties with structures to Macomb 12, LLC, which through its agent 5 STAR Investment and Realty, LLC (collectively, the Developer), will develop, rehabilitate and sell them, with a few exceptions.

The Developer deposited into an escrow the amount of \$1,000,000, to be released to the County of Macomb on the City's behalf in substantial satisfaction of the City's payment for the tax-reverted properties.

The Developer initially offered to purchase 101 properties, and after further review has found 97 properties have structures on them, after eliminating the parcels that are part of one buildable lot such as separate parcels containing the garage, parking lot or driveway that will be combined with the parent parcel.

The Developer also identified properties that it will sell "as is" or to be exempt from the renovation, such a four commercial properties. There are also seven residential properties that the Developer and City will investigate for feasibility to repair after the agreement is executed, and may be sold "as is" or re-conveyed to the City, for demolition.

The Developer will maintain and remove snow from all properties until they are sold, and will pay the taxes on all properties until they are sold. If any of the seven residential parcels are to be re-conveyed or sold "as is", the Developer will continue to maintain the lots until they are sold by the City or 5 STAR.

The Developer will sell all Properties to responsible owners, or if after being marketing them for owner-occupation, will rent them, subject to leases or restrictive covenants that prohibit prurient adult businesses, narcotics, and the growth or distribution of medical marihuana.

The sale would serve the City by restoring blighted, tax-foreclosed properties to responsible owners, and restore the Properties to the tax rolls.

THEFEFORE, IT IS RESOLVED, that the City of Warren approves of sale of the tax-reverted properties listed in Exhibit A to Macomb 12, LLC for the for the sum of \$1,000,000.

IT IS FURTHER RESOLVED, that the Mayor and Clerk are authorized to execute the Development and Real Estate Purchase Agreement between Macomb 12, LLC, 5 STAR Investments and Realty, LLC, and the City of Warren, and such other instrument necessary to complete the transaction, in such form that meets with the satisfaction of the City Attorney.

AYS: Councilpersons _____

NAYES: Councilpersons _____

RESOLUTION DECLARED ADOPTED this 13th day of October, 2015.

SCOTT C. STEVENS
Mayor Pro Tem
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
)ss
COUNTY OF MACOMB)

I, PAUL WOJNO, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the City Council of the City of Warren at its meeting held on October 13, 2015.

PAUL WOJNO
City Clerk

M E M O R A N D U M

DATE: October 6, 2015
TO: Mary Michaels, Chief Assistant City Attorney
FROM: Thomas Agrusa, Deputy City Assessor
RE: 2015 purchase by the City of 99 Tax Reverted Properties

Pursuant to your request for valuation of the above captioned properties, please be advised of the following:

The Assessing Department did not field check these properties, prior to purchase by the City, for any abnormal physical or functional obsolescence.

The information regarding this property is taken from existing city records. Valuation estimates are made using the same valuation models used in setting assessments on other neighborhood properties.

Valuation of the 99 Tax Reverted Properties as of December 31, 2014:

True Cash Value: \$ 3,834,780
Assessed Value: \$ 1,917,390

**PROPOSED DEVELOPMENT AND REAL ESTATE PURCHASE AGREEMENT
BETWEEN MACOMB 12, LLC AND 5 STAR INVESTMENTS AND REALTY, LLC,
AND THE CITY OF WARREN**

This Agreement is made this _____ day of _____, 2015 between the City of Warren, a Michigan municipal corporation whose address is One City Square, Warren, Michigan, 48093, a Michigan municipal corporation ("the City") and Macomb 12, LLC, a Michigan limited liability company, with a registered office at 20951 Kelly Rd., Eastpointe, Michigan 48021, and 5 STAR Investments and Realty, LLC, a Michigan limited liability company, with a registered office at 28000 Van Dyke Ave., Suite 100, Warren, Michigan 48093 ("the Developer"). The Developer's liaison to the City shall be 5 STAR Investments and Realty, LLC, a Michigan limited liability company, with a registered office at 28000 Van Dyke Ave., Suite 100, Warren, Michigan 48093.

1.0 RECITALS

1. The City acquired an interest in several parcels of real property that were forfeited to the County of Macomb due to delinquent property taxes.
2. The City wishes to restore and preserve the quality and vitality of its neighborhoods by working proactively to rehabilitate the tax-reverted properties.
3. The Developer has offered to purchase the properties with existing structures, and will rehabilitate and rent or sale them, in accordance with this Agreement.
4. The City will work collaboratively with the Developer through the development process in accordance with this Agreement, to facilitate the expedient and effective rehabilitation of the properties and to stimulate economic and housing growth in the City of Warren, Michigan.

THEREFORE, in consideration of the mutual premises and covenants contained in this document and other consideration, receipt of which the parties acknowledge, Macomb 12, LLC and 5 STAR Investments and Realty, LLC (the Developer) and the City of Warren, (the City) agree as follows:

2.0 DEFINITIONS

"City" means the City of Warren, including its officers, employees and agents acting within the scope of their authority.

"Closing" means the date the transactional documents are executed to convey the Properties from the City to Developer.

"City Certification" means the process of having a residential structure certified and inspected for compliance with state and local codes and regulations.

"Certificate of Compliance" means the process for certifying a commercial or industrial structure for compliance with state and local codes and regulations.

"Developer" either singular or plural, will mean the combination of Macomb 12, LLC, and its officers, principals, members, employees, agents and contractors (Macomb), and 5

Star Investments and Realty, LLC, and its officers, employees, members, principals, agents and contractors (5 Star), unless either Macomb or 5 Star is specifically referred to separately. It is understood that 5 Star's obligations attach to the performance and administration of the property management and renovation aspects of the Project, and the City may rely upon its decisions and exercise of discretion as being on behalf of itself and Macomb 12, LLC, although its involvement will not diminish the responsibility of Macomb 12, LLC for the performance of all obligations under this Agreement.

3.0 **DEVELOPER'S RESPONSIBILITIES.**

3.1 The Developer Macomb 12, LLC agrees to purchase from the City by quit claim deed, the City's interest in the properties identified that are listed in Exhibit A (singularly, "Property" or collectively, "the Properties" or "the Portfolio"), subject to the terms of this Agreement. It is understood that Developer 5 Star Investments and Realty will serve as the administrator of the Project.

3.2 The Developer agrees to maintain, develop, rehabilitate the Properties in bulk, and sale or rent individual properties, in accordance with the terms, conditions and standards in this Agreement, and except as otherwise provided for certain individual Properties identified in this Agreement (the Project). The Developer agrees to complete the rehabilitation of the Properties within 24 months from execution of this Agreement, and will be performed with diligence and continuously, according to the general timeline coordinated by the City's Administrator and Developer. Extensions may be allowed by the Administrator for good cause.

3.3 The Project will be coordinated with the City's Director of Public Service or his or her designee ("the Administrator"). Developer will meet with the Administrator within two weeks of this Agreement and determine an overall timeline for progress of the Project ("Schedule"). The Developer will report completion of phases, and provide updates on the rehabilitation, sale or rental of each Property. The Developer will comply with requests for service at an individual Property requiring maintenance.

3.4. The Developer will provide, at its expense, all materials, labor, professional services, equipment necessary to maintain, rehabilitate, construct, improve, and rent or sale the Properties in compliance with all applicable codes, ordinances, laws, and regulations, and in accordance this Agreement. As described in detail below, the Developer understands and agrees that it will be responsible for the following:

- a. The rehabilitation of residential structures and commercial buildings identified by the City in Exhibit A eligible for rehabilitation ("Residential Active Parcels" or "Commercial Active Parcels", as applicable), except for the Reserve Commercial Properties will be processed according to Section 3.4g of this Agreement;
- b. The maintenance and responsibility for all properties listed in Exhibit A, until they are sold, including, lawn mowing, boarding, debris removal, and rodent control ("**Maintenance**" or "**Maintained**").
- c. Pursue any legal action necessary to clear title to the Properties as Developer deems appropriate in its sole discretion;
- d. Any action to evict holdover persons occupying the Properties following tax forfeiture.
- e. For Residential Active Properties which the Developer intends to rent, Developer agrees to first offer them for rent to current occupants should they

meet the leasing criteria outlined in the attached Exhibit C, which may be reasonably revised and updated by the Developer in consultation with the Administrator, at the market rent rate which shall be determined by the Developer in its sole discretion.

- f. Developer agrees to market the properties for owner-occupation before offering the properties to a rental investor, for at least 30 days following Certificate of Compliance or Certificate of Occupancy. Any Properties leased will be subject to the leasing criteria set forth in Exhibit C, and as may be amended with the Administrator.
- g. The Developer may sell "as is" the Commercial Properties located 3019 Eight Mile Rd., 3027 Eight Mile Rd., 5409 Eight Mile Rd., and 20955 Schoenherr provided that, until they are sold, Developer keep these properties Maintained and secure. Developer will be responsible for boarding, removing litter and debris, rodent control and keeping all grass mowed, keeping them insured and will assume all liability for them until they are sold. The sales must be made subject to the binding covenants that run with the land that the properties will not be used for the use, distribution, transfer or manufacturing of medicinal marihuana, adult or sexually-oriented businesses, businesses that require a special land use permit, unless otherwise allowed by the Warren City Council, and will be kept maintained in compliance with applicable local ordinances, codes and permits. The restrictive covenants will listed in a form mutually acceptable to the City and Developer.
- h. Up to **seven** residential properties attached as Exhibit B may be unsuitable for rehabilitation. Within 20 days after Closing, the Developer and the City will inspect these individual properties, and mutually decide whether they are feasible to repair. Any of the properties mutually determined to be unsuitable for repair (Residual Residential Properties) will be either marketed "as is", subject to the subsequent buyer who will agree to renovate the Property, and any Property not sold to such buyer, will be re-conveyed to the City for no more than \$1 to the City for abatement, and will become the property of the City to market with the vacant lot inventory. Developer agrees to keep these properties maintained, boarded, and controlled of rodents, and to assume liability if they are until they are re-conveyed to the City. After demolition, the City may, in its discretion, provide the Developer with first option to purchase for market value, which must be exercised within 15 days, and the Developer agrees to complete the construction of a new dwelling within 24 months and obtain a certificate of Occupancy within 24 months from the purchase. The costs of its demolition and abatement will be paid to the City from the proceeds of the sale to Developer or any third party.

3.4.1 Developer agrees to, in a good and professional manner, perform all work and furnish all labor and materials, necessary to rehabilitate and/or service the Properties, as follows:

- a. The Residential Active Parcels will be rehabilitated in full compliance with all applicable codes, laws and regulations, and must be approved for Certificate Certification or Certificate of Compliance by the City within 24 months of this Agreement.

- b. Within 90 days of Closing, the Developer must, in its sole discretion, file legal actions or take other action necessary to obtain full and clear title to the Properties.
- c. Developer shall be responsible to evict occupants remaining in any of the Properties who do not purchase the Property as provided above. The Developer will apprise the City's Administrator of all developments in the cases, and provide the Administrator with a copy of the final judgment Property, or the dismissal for each of the Properties as to which the Developer files suit. Properties will not be resold unless they are free of rights of occupancy rights.
- d. Within 90 days of Closing, the Developer must apply for a City Certification from the City of Warren Building Department for Residential Active Parcels. The Properties must be rehabilitated according to code and approved for the City Certification and/or Certificate of Compliance in accordance with the **Schedule which shall be agreed upon following the meeting described in 3.4.1 (h)**. As provided above, the Developer shall have the right but not the obligation to sell the Commercial Active Parcels "as is" without performing rehabilitation so long as there is a deed restriction or restrictive covenant that runs with the land which prohibits using them for the growth, transfer or manufacturing or dispensing of medical marihuana and prurient adult industry or business.
- e. All Properties must be maintained by the Developer in full compliance with the applicable codes and regulations, including, without limitation, Chapter 28 of the City of Warren Code of Ordinances. This obligation includes snow removal and grass mowing, and applies to all properties, including boarded properties, except that the obligation will terminate as to each individual parcel until its sale to an end owner either by the City or the Developer, as applicable to such property.
 - i. The Developer will abide by requests of the City of Warren Division of Property Maintenance inspectors for maintenance services. It is understood that the City's Property Maintenance inspectors will monitor the properties and contact the Developer to address issues as they arise and as necessary to reduce blight, vandalism and theft. The Developer will respond to address those issues and comply with a request for service at a given property within fifteen (15) day of a service request, or less in an emergency situation. Unless if the nature of the service request is such that more than fifteen (15) days are reasonably required to comply with the request, then Developer shall have reasonable time to complete compliance so long as Developer commenced work to comply within said fifteen (15) day period.
- f. When Developer sells any of the Properties, they shall be sold subject to a deed restriction or recorded restrictive covenant requiring the property to be maintained according to codes, including without limitation, Chapter 28 of the City of Warren Code of Ordinances, and any supplemental or replacement

ordinances, and to never be used for the use, growth, distribution or cultivation of narcotics, including medicinal marihuana, and any prurient adult industry or business. As to the Properties which are rented, Developer covenants they will not be rented to any person who does not meet the leasing criteria under the attached Exhibit C, which may reasonably be revised and updated in consultation with the City, except that all such Properties may not be used for the growth, transfer, or cultivation of medical marihuana. The Developer must file the Tenant/Landlord form, with the City of Warren Rental Division to register each rental property. If the City Certification is issued within 30 days of the registration, the City will waive the Rental License application fee only for the Developer, and not for a subsequent end owner.

- g. Notwithstanding anything to the contrary in this Agreement, the City reserves the right to pursue its nuisance abatement proceedings to declare any structure deemed dangerous or blighted, and to determine any structure on a Property to be dangerous and unfit for rehabilitation, pursuant to Chapter 9 of the City of Warren Code of Ordinances, but will provide notice to the Developer, and provide the Developer with the opportunity to make safe and repair such homes identified within six months, **with extensions coordinated to account for the Schedule which shall be agreed upon following the meeting described in 3.4.1 (h)**. The failure to actively rehabilitate the property within such time will result in the demolition of the property, and assessment of costs for such demolition will be paid to the City.
- h. Contract Administration/Meetings. Within 60 days of Closing, the Developer and City will conduct a Contractors meeting. The meeting will be to coordinate the process for permits and property maintenance. The Developer must designate to the City a contact, to be responsible for the progress of all activities undertaken by Developer, the rehabilitation work and other deliverables under this Agreement. The City designates as its liaison its Administrative Supervisor who will administer the contract on behalf of the City, and will be a liaison between the Developer and the City (the Administrator). The Developer and the Administrator will meet at reasonable intervals thereafter to review the progress.
- i. The Developer will pay the 2015 taxes on all of the Properties, regardless of the Closing Date, and will be responsible for paying taxes on the Properties thereafter until sold.
- j. Macomb 12, LLC and 5 Star Investments and Realty, LLC will be jointly and severally responsible for the fulfillment of Developer's obligations under this Agreement. 5 Star will be primarily responsible for the ensuring the progress of the rehabilitation and sale of the properties, and management of deliverables under this Agreement. However, the undertaking of such responsibility by 5 Star will not relieve or mitigate Macomb 12, LLC's from responsibility for performance of this Agreement.
- k. No lien, financing lien, or encumbrance will be filed or placed on the Properties without notice to the Administrator. Specifically, the Developer will not encumber the properties described in 3.1 (h).before reconveying them to the City

4.0 SECURITY/ REMEDIES.

To secure the performance of this Agreement, at Closing, the Developer shall provide the City with an escrow of the amount of \$50,000 ("Escrowed Funds" to remain in effect for the earlier of three years, or satisfaction of all contract obligations, upon written release by the Administrator. Escrowed Funds may be drawn by the City in the amount necessary to remedy a material breach or series of recurring (no less than five) non-material breaches under this Agreement, if after 30 days' written notice to Developer setting forth the nature of the breach, the remedy to be pursued, and the amount to be drawn, the breach is not cured within 30 days, or the cure is not actively pursued within 30 days and completed within a reasonable time thereafter, and the City undertakes the remedy. Provided, however the City is not authorized to draw from the Escrow Funds, without first complying with adhering to the following: within 10 days of written notice from the City, representatives of the City and the Developer with authority to resolve all disputes arising out of this section shall meet in person up a half day to work toward a good faith resolution and if there is no resolution, the parties will pursue mediation with an informal mediation comprised of one knowledgeable and experienced member selected by each party Each party will pay for their own costs and attorney fees, and if applicable, will share the cost of the third member. (And no costs or punitive damages or attorney fees may be awarded to either party by the mediation panel.) The amount of the Escrowed Funds must be replenished by the Developer following any such draw. The Escrowed Funds may be forfeited to the City after five recurring violations or default in a material term of this Agreement.. In the event of abandonment of this Agreement demonstrated by at least a lapse in work for at least 60 days, or the insolvency of the Developer, the escrow will be forfeited in full to the City. Subject to Sections 16.9 and 16.10, this in addition to the other remedies available by law or equity to the City. The City may pursue costs of completion of this Agreement, or to cure any violation that are not satisfied by the Escrowed Funds.

5.0 SALE OF PROPERTY

5.1 The City agrees to convey to the Developer Macomb 12, LLC, and Macomb 12, LLC agrees to purchase from the City the Properties by quit claim deed, subject to the conditions, restrictions and contingencies of this Agreement, and any document collateral to or to be executed in connection with the Closing.

5.2 **Purchase Price.** The Developer agrees to pay as full consideration for the Properties the amount of \$1,000,000.00 (Purchase Price), as provided further in this Agreement. **Upon execution of this Agreement, Developer and City will submit a copy to the Greco Title Agency, LLC the Escrow Agent holding the Purchase Price under a separate Escrow Agreement, authorizing immediate release of the Escrow Amount to the County of Macomb Treasurer according the escrow Conditions. Upon receipt of such funds, the Macomb County Treasurer will convey the Properties, and within five days, of the City's receipt of the deed to the Properties, the City will convey the deed to the Properties to Macomb 12, LLC, and Developer will pay the 2015 taxes at Closing.**

5.3. **Conveyance.** The City is only conveying its interest in the Properties, and is not guaranteeing clear or marketable title to any of the individual Properties. Developer will be responsible for costs for a quiet title action, if Developer decides to bring such action, to satisfy the requirements of a title insurance company in order to re-convey the properties to an owner with a warranty deed.

5.4. Developer will accept the Properties "as is", with no warranties of condition of the Properties.

5.5 Conditions to Closing. Prior to Closing each Developer shall disclose all managers and managing members, if any and shall provide a resolution authorizing each Developer to enter into this Agreement and the sale of the Properties. Developer shall demonstrate the financial capability of Developer to complete the Project and to perform the rehabilitation work under this Agreement.

The Closing shall take place at the office of the City. The City will arrange for the Closing documents, which shall be delivered for the review of the parties. Developer will pay the closing costs, and must record the deeds and restrictive covenants, and pay recording fees for the deed and restrictive covenants, and must file the transfer affidavits with the City Assessor, all within five days of Closing. Each party shall sign a closing statement memorializing the transaction.

5.6 At Closing, the Developer shall also execute a deed restriction or restrictive covenant that the Properties will be sold and used according to this Agreement. Such covenant will run with the land. The deed restrictions shall include a prohibition on prurient or offensive uses that are incompatible with the surrounding neighborhood or otherwise not permitted within Section 18.01, et al of the City of Warren Code of Zoning Ordinances, and will be maintained in accordance with local property maintenance codes and will not be used for the use or growth of narcotics including medicinal marijuana.

5.7. The Developer has the right and option, but not the obligation to conduct any reviews, and procuring environmental site assessments, surveys, and title reports and insurance for any of the individual properties prior to Closing. The City is conveying its interest "as is" without make any warranties of any nature, including any warranty of merchantability, property condition, boundaries, non-encumbrance, non-encroachment, title, soil quality or physical or environmental condition, or any of any of the properties, or of their suitability for any particular purpose or use.

5.8. Property Resale. In the event any individual Property is sold the Developer must, within 45 days of the sale, file the Transfer Affidavit with the City Assessor, and provide the City's Administrator with notice of the sale, and the name and contact information for the buyer. Each conveyance must be subject to a deed and restrictive covenants, recorded with the Register of Deeds, copies of which are to be provided to the City. If necessary, the sale will be subject to a separate restrictive covenant consistent with the terms of the sale to Developer. Any unpaid assessments due to the City will be paid upon sale to an end owner.

5.9 Developer has the right and option but not the obligation to procure any title insurance, surveys, boundary surveys and Phase I and Phase II environmental assessments for the commercial properties within 30 days of the execution of this Agreement prior to conveying the properties. Developer protect and hold harmless City of Warren and its officers, employees, board and commission for and from any claim, demand, suit, or action for any environmental contamination, leak, claim, or violation of any environmental law or regulation related to or arising out of the Properties.

6.0 REPRESENTATIONS AND WARRANTIES

6.1 Developer makes the following representations and warranties to the City, which shall be true and correct as of this date and shall survive this Agreement.

A. **Legal Standing.** Developer is organized, in good standing, and qualified to do business in the State of Michigan. Developer has all requisite power and authority to own and operate its assets and properties, to carry on its business as now being conducted, and to enter into and perform the terms of this Agreement. Developer will remain in good standing and solvent for the duration of this Agreement.

B. **Authorization.** The execution and delivery of this Agreement and the consummation of the transactions contemplated have been duly authorized by Developer's governing board, and the Certificate of Authority evidencing such action shall be submitted to the Developer within 10 days.

C. **Restraints.** To the knowledge of Developer, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated is in violation of any existing law or regulation, order or decree of any court or governmental entity, the articles of organization or operating agreement of Developer or any agreement to which Developer is a party or by which it is bound.

D. **Disclosure.** No representation or warranty by Developer or any statement or certificate furnished to the City or in connection with any of the transactions contemplated by this Agreement, contains or will contain any untrue statement of a material fact or will omit to state any fact necessary to make such statements not misleading.

E. **No Pending Action.** The Developer has no notice of, and there is not, any pending or threatened litigation, administrative action of examination, claim or demand before any court or any federal, state or municipal government department, commission, board, bureau, or agency which would affect the Developer's performance of, or ability to, complete the projects.

F. **Financial Standing.** The Developer is fiscally sound and financially able to purchase, rehabilitate, construct, develop, sell, lease and/or perform and complete the Project.

6.2 Developer's Representations as to Redevelopment. Developer recognizes the importance of the redevelopment of the Property to the general welfare of the community, and the commitments that have been made available by the City are for the purpose of making this redevelopment possible. Therefore, Developer guarantees completion of the Project according to the Contract Documents, and that such rehabilitation work shall be completed in the required period of time, unless extended by the Administrator for good cause.

6.3 Except as otherwise provided, the parties agree that this Agreement shall survive

the Closing and shall run with the land and be binding upon the parties, their successors and assigns, and every successor in interest to the Property, to the fullest extent of law and equity, for the benefit and in favor of the parties and their successors and/or assigns.

6.4 **Brokers.** Each party represents and warrants to the other party that it has not incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees agents' commissions or other like payment in connection with this Agreement or the transactions contemplated in this Agreement. Each party agrees to defend, indemnify and hold the other party harmless against and in respect of any such arrangement or understanding claimed to have been made by such party with any third party.

7.0 CONSTRUCTION

7.1 Developer agrees the Properties will be rehabilitated in compliance with the standards of the City of Warren City engineer, local building codes, regulations and ordinances, and any other applicable statute, regulation or code, including the provisions of the City's Property Maintenance Code, Chapter 28 of the Code of Ordinances or the City of Warren and the International Property Maintenance Code.

7.2 Developer shall comply with all construction, police, sanitary, health and other government regulations, ordinances and statutes now applicable or which may become applicable to the construction, maintenance and operation of the Portfolio.

7.3 Developer shall ensure that the Project shall be good quality, professional and free from faults and defects, and performed by qualified and competent contractors, under supervision of an experienced, licensed contractor competent in construction projects similar to this Project. All contractors working on the Properties must be fully licensed, and on the good standing with the City of Warren Building Department.

7.4 The Developer shall protect the Property from all liens, claims, assessments, or encumbrances, which arose after Closing from any person or entity, including without limitation, any subcontractor, laborer, supplier or any governmental unit.

7.5 The Developer shall take all necessary precautions to prevent damage, injury or loss to the Property and any other property, public or private, including without limitation, utilities, fences, trees, sod and sidewalks and streets, and shall at its own expense, repair, replace, or remedy any lost or damaged property caused by the performance of this Agreement or of any motor vehicles transporting materials used in connection with this Agreement.

7.6 Developer shall take all necessary precautions for the safety of all person and employees at or about the Property, and shall comply with all applicable federal, state and local safety laws to prevent accidents or injury, with warnings, safeguards, and barricades for the protection of workers and the public.

7.7. The City shall issue all required building and mechanical permits and conduct all required inspections needed to obtain a City Certification, Certificate of Occupancy, or Certificate of Compliance for no more than \$500 for each Property.

8.0 RIGHT TO INSPECT

8.1 **Right to Inspect:** The City of Warren shall have the right of entry at reasonable times during the construction to inspect the progress of the work, or to reenter as

appropriate to this Agreement. Developer, its employees, and agents, and any subcontractor, its employees, agents, shall fully cooperate with the inspection, investigation and enforcement of the Property and provisions of this Agreement, ordinances, resolutions, or regulations.

8.2 City Involvement. The City, by inspecting the premises or by working in coordination with Developer, assumes no responsibility to the Developer or any subsequent owner for defective material or work or any breach of contract. Any supervision and inspection by the City is to ensure the proper administration of the Portfolio and objectives of this Agreement, and is not to be construed as creating any liability on the part of the City for faulty work or materials.

9.0 TAXES AND RISK OF LOSS

9.1 Taxes. The Developer shall be responsible for the payment of all taxes or assessments on the Properties, until the recording of the deed to subsequent owners. Developer shall remain obligated, however, for any mechanics or construction liens or other liens which arise during the course of construction. Nothing in this Agreement shall be construed as or deemed to be a waiver of the Developer's rights to contest or appeal an assessment of the Properties.

9.2 Risk of Loss: Regardless of the passage of title, the risk of loss to any of the work or any goods, materials, equipment and furnishings provided in the course of performance, shall remain with the Developer at all times after the Closing. Should any of the work, goods, materials, equipment or furnishings be destroyed, defaced or otherwise damaged, the Developer shall repair or replace them.

10.0 DEFAULT

10.1 Default: The following acts shall be a default under this Agreement; (a) failure to fulfill in a timely and proper manner its obligations under this Agreement; (b) violation of any of the covenants, agreements or stipulations of this Agreement of the restrictive covenant recorded at Closing; (c) failure to pay water and sewer charges, special assessments, or administrative costs charged to Developer by law or under this Agreement after notice to the Developer and a reasonable time thereafter; (d) failure to pay taxes when due after Closing or assessments on the Properties before interest and penalties accrue, or e) any encumbrance or lien not permitted under this Agreement, removal or payment for which is not effected within a reasonable time after written notice by the City; (f) commencement of insolvency, voluntary filing or involuntary adjudication of bankruptcy under any present or future bankruptcy or other applicable law and (g) dissolution of Developer or change of ownership or control without the City's consent; or (h) any part of the Project is abandoned, evidenced by Developer's failure to perform work for sixty (60) or more consecutive days (subject to force majeure) on any of the Properties or to complete the Project phase agreed to with the Administrator.

10.2 Notice of Default, Cure: Upon discovery of a default after Closing, the non-defaulting party shall immediately notify in writing the defaulting party of the existence of the default. Said written notice shall give the defaulting party thirty (30) days to cure. If such failure shall continue for in excess of thirty (30) days after the receipt of written notice or if such a failure is of such a nature that the same cannot be cured within said thirty (30) day period and the respective party shall fail to commence to cure such failure within said thirty (30) day period and thereafter diligently prosecute such curing, then

such party shall be deemed in default and the other party shall have the rights and remedies provided.

10.3 Remedies: Upon any such default, the City shall, in addition to the escrow remedies or any other remedy stated in this Agreement, shall have the following rights and remedies:

A. The City may terminate this Agreement, and shall have no further obligations.

B. The City may declare the quit claim deed to any or all of the Properties null and void, and any equitable estate or any other interest conveyed pursuant to this Agreement shall be null and void, and shall revert to the City.

C. The respective rights and remedies of the parties whether by this Agreement or by law, shall be cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise of any other rights or remedies for the same default or breach by the other party.

In the event the Developer, any successor or assignee becomes insolvent and intends to file for bankruptcy, receivership, or similar protection, and/or dissolves, the City will have the right to exercise reversionary rights to any or all of the Properties, and the City shall have the first option to purchase or redeem any individual parcel for \$1.00, and upon the City's exercise such option, Developer shall convey a quit claim deed to the City for such Properties. In the event Developer receives a foreclosure, forfeiture or tax sale notice and does not intend to redeem the Property or the Property is to be sold at auction, the City shall be given the first option to redeem or purchase the individual Property upon such terms as are identical to the redemption price and/or bankruptcy, tax, or receivership sale or auction, or upon such price or terms as provided in connection with such sale or redemption, and the City may immediately exercise a right of reversion to any remaining Properties unless they have been sold to third party owner. Developer shall immediately send written notices to the City of all filings, proceedings, notices and other documents concerning any dissolution, insolvency, bankruptcy, receivership, tax sale, forfeiture, foreclosure of similar matter.

10.4 Action in Law or Equity. The parties shall have the right to protect and enforce all rights available to them by suit in equity, action at law or by any other appropriate proceedings, whether for specific performance of any covenant contained in this Agreement or damages or other relief, or proceedings to take any action authorized or permitted under applicable law or regulation.

10.5 Force Majeure. If either the City or the Developer is delayed or prevented from the performance of any obligation, for reasons beyond their reasonable control, including but not limited to labor disputes, acts of God, riots, strikes, power failure, environmental issues, national disasters or other declared emergencies, or unforeseen delays in governmental permits or approvals, then, upon written notice to the other party, the performance of such obligation shall be extended for the period of such enforced delay, provided, however, the delay was not caused by the party, reasonable measures were taken to prevent the delay, and diligence is exercised to cure the delay.

11.0 INSURANCE AND INDEMNIFICATION

11.1 Insurance: During the terms of this Agreement, Developer, and any of its contractors (unless waived by the City's Risk Manager for contractors) shall maintain, at its sole cost and expense, the following types and limits of insurance:

A. Workers' Compensation Insurance meeting Michigan statutory requirements and employer's liability insurance policy with minimum limits of One Million Dollars (\$1,000,000) for each accident.

B. Comprehensive Commercial General Liability Insurance on an annual aggregate basis and "occurrence" basis with limits of liability not less than Two Million Dollars (\$2,000,000) as the combined single limits for each occurrence of bodily injury, personal injury and property damages. The policy shall include the following extensions:

- a. Contractual Liability
- b. Products and Completed Operations
- c. Independent Contractors Coverage
- d. Broad Form General Liability Extensions or equivalent
- e. Coverage for X, C and U Hazards
- f. Fire and Vandalism

C. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage for all vehicles used in the performance of this Agreement by Developer or its employees, residual liability insurance with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence for bodily injury and property damage.

D. Builder's Risk Insurance, 100 percent of Completed Value Form, including theft of building materials from the premises (not required of subcontractors performing minor work).

E. Umbrella Coverage in the sum of Two Million Dollars (\$2,000,000).

F. All policies other than those for worker's compensation shall be written on an occurrence and not on a claim made basis, and will include a waiver of subrogation.

G. Commercial General Liability Insurance and Automotive Liability Insurance as described above shall include an endorsement naming the following as an additional insured:

"The City of Warren, the City of Warren Downtown Development Authority, the City of Warren Tax Increment Finance Authority, and their elected and appointed officials, employees, boards, commissions, and agents."

H. Certificates of insurance and all renewals for each insurance policy required to be obtained by Developer in compliance with this Section shall be filed and maintained with the City. Developer shall immediately advise the City of any claim of litigation that may result in liability to the City within at least seven (7)

days of the service of such claim to provide the City with the opportunity to take any appropriate action.

I. All insurance policies maintained pursuant to the Agreement shall contain the following endorsement:

"It is understood and agreed that this insurance policy may not be changed or canceled by the insurer nor the intention not to renew be stated by the insurer until thirty (30) days after receipt by the City, by registered mail, of a written notice of such intention to cancel or not renew or of a material change."

J. All insurance shall be under valid and enforceable policies, insured by insurers licensed to do business by the State of Michigan or surplus line carriers on the Michigan Insurance commissioner's approved list of companies qualified to do business in Michigan. All insurance carriers and surplus line carriers shall be rated A or better by A.M. Best Company.

11.2. Indemnification. From and after Closing, Developer, **for themselves, their members, officers, managers and contractors**, agrees to indemnify, defend, and hold harmless the City, and its affiliated and related entities, and their officers, directors, and employees, from and against any and all losses, liabilities, claims, strict liability claims, lawsuits, fines, penalties, judgments, expenses (including reasonable attorney fees), relating to or arising out of the sale, conveyance or condition of any of the Properties including the Commercial Properties and the Residual Properties, and including any environmental condition, soil condition, mold, asbestos, error in boundary line, encroachment, title defect, or any other liability, but only to the extent Developer is responsible for such losses, liabilities, claims, strict liability claims, lawsuits, fines, penalties, judgments, expenses (including reasonable attorney fees). In addition, Developer agrees, for themselves, their members, officers, contractors and employees, that the City assumes no responsibility for the Properties following Closing, except for the administrative and permitting responsibilities to effectuate the goals of this project. Developer, for themselves, their members, principals, officers, employees and contractors agree to indemnify, hold harmless and release the City of Warren and its officers, employees, boards and commissions and agents from and for any liability, claim, loss, demand, suit or action of any nature for or from any damage or injury, including death, that may arise out of or relate to the Properties, the serving, sale, rehabilitation, boarding, or inspection of the Properties in connection with this Agreement, including claims of title or from end-owners for an improper workmanship or faulty construction, mold or asbestos, or environmental contamination. This section does not apply to any willful misconduct or gross negligence by the City.

12.0 CONFLICT OF INTEREST

12.1 No member of the governing body of the City of Warren, and no other officer, employee, or agent of the City of Warren who exercises any function or responsibility in connection with the carrying out of this Agreement, shall have any personal interest, direct, or indirect, in this Agreement; provided, however, that the provisions of this Article shall be deemed to have been complied with if, notwithstanding such interest any such

person shall disclose such personal interest in writing to the City and shall take no part in any proceeding or other formal action relating to this Agreement.

12.3 Except for approved eligible administrative and personnel costs, no member, officer, or employee of the City of Warren, or its designees or agents, no consultant, no officer or employee of the City of Warren, who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in the decision making process or gain insider information with regard to the Project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Properties or in any activity, which is part of this Project at any time during or after such person's tenure.

13.0 **NON-DISCRIMINATION**

Developer agrees that it will not discriminate against any person, employee, consultant or applicant for employment with respect to his or her hire, tenure, terms, conditions, or privileges of employment because of his or her religion, race, color, or national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. No discrimination shall be practiced in the marketing, sale or leasing of the Properties.

14.0 **NOTICES**

15.1 All notices, consents, approvals, requests and other communications, collectively referred to as "Notices", required or permitted under this Agreement shall be given in writing, signed by an authorized representative of the City or the Developer and mailed by first-class mail or hand delivered, or by electronic message, except as provided below, and addressed as follows:

CITY:

Sean Clark
Administrative Services Coordinator
City of Warren
One City Square
Warren, Michigan 48093

DEVELOPER:

Mike Smith
5 STAR Investments and Realty
28000 Van Dyke Ave
Suite 100
Warren, Michigan 49093
mike@5starpropertiesmi.com

with copies to: Richard Sabaugh
Director or Public Service
One City Square
Warren, MI 48093

Jon Wright
Macomb 12, LLC
20951 Kelly Rd.
Eastpointe, MI 48021

15.2 Notices pertaining to a default or termination shall be given by certified or registered mail, return receipt requests.

15.0 **RELATIONSHIP OF PARTIES**

The relationship of the Developer to the City is and shall continue to be contractual. No liability or benefits such as worker's compensation, pension rights or liabilities, insurance

rights or liabilities, or other provisions or liabilities arising out of or relating to, a contract for hire or employer/employee relationship shall arise or accrue to the City or its agents or employees as a result of this Agreement. It is understood that any involvement or supervision by the City in the Project is for administrative purposes only and shall not give rise to any employment relationship or liability.

16.0 MISCELLANEOUS

16.1 If any article, section, subsection, clause or provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining articles, sections, subsections, clauses or provisions shall be valid and shall remain in full force and effect.

16.2 The rights and remedies provided in this Agreement are not exclusive, but are in addition to any of the rights and remedies provided by law or equity. All actions arising under this Agreement shall be governed by, subject to, and construed according to the laws of the State of Michigan. Any action arising out of this agreement shall be brought in a Court whose jurisdiction includes and is located in the County of Macomb, Michigan.

16.3 Any headings or titles to the sections or subsections are for convenience only, and are not part of this Agreement, and shall not be deemed to affect the meaning or construction of any of its provisions.

16.4 The City reserves and shall have the exclusive right to waive, at its sole discretion, any requirement or provision under this Agreement imposed upon the Developer. Any such non-enforcement of a requirement or provision in one instance will not be deemed a waiver of the right to enforce that requirement or provision in the future.

16.5 This instrument, including the exhibits attached, which are made a part of this Agreement, contains the entire agreement between the parties and all prior negotiations and agreements are merged herein. Neither the City nor the City's agents, have made any representations except those expressly set forth, and no rights or remedies are, or shall be acquired by the Developer by implication or otherwise unless expressly set forth herein. Except as provided in this document, any alteration, amendment, change or addition to this Agreement shall be binding upon the City or the Developer unless made writing and signed by all parties.

16.6 Prior Written Consent: The Developer shall not assign or encumber its interest in this Agreement directly or indirectly, and shall not transfer any interest in the same without prior written consent of the City.

16.7 "Superfund" Act. To the best of the City's knowledge, no land fill exists or existed on any of the properties contemplated under this Agreement. No hazardous waste or material has been deposited on the properties, and to the best of City's knowledge, the property is free from any environmental problems as set forth in the Comprehensive Environmental Response Compensation and Liability Act ("Superfund").

16.8. Additional Documents. Each party agrees to execute any additional documents reasonably requested by the other to carry out the intent of this Agreement or the conveyance of the Properties.

16.9 After Closing, the aggregate liability of Developer **that may accrue to the City**, under and with respect to this Agreement shall be limited to Developer's interest in the Properties and the improvements thereon and to the security instrument under Section 4.0 of this Agreement and that no real or personal property or other asset of Developer or of any manager or member of Owner, whether an individual or entity, will be personally liable hereunder. No member, official, employee or agent of the City shall be personally liable to the Developer or any of their successors in interest, under and with respect to this Agreement.

16.10 Notwithstanding any other provision to the contrary in this Agreement, this Agreement and the Properties and the Portfolio, or any portion of the Properties or the Portfolio, may be sold, transferred or assigned by Developer prior to obtaining all of the City Certifications and all of the Certificates of Compliance, with the City's written consent, which shall not be unreasonably withheld, delayed or conditioned, so long as the buyer, transferee or assignee agrees to fully assume the rights and obligations under this Agreement and so long as the buyer, transferee or assignee reasonably demonstrates to the City its financial capacity to fully perform under and comply with the obligations under this Agreement. Upon such sale, transfer or assignment, Developer shall have no further obligations under this Agreement, and the City shall release the security under Section 4.0 of this Agreement to Developer so long as the buyer, transferee or assignee provides the security required under Section 4.0 of this Agreement.

16.9 Date of this Agreement. For the purposes of the transaction, the Agreement shall be effective the date of the signature of the last party to sign this Agreement.

The City and the Developer by and through their duly authorized representatives have executed this Agreement as of _____, 2015.

WITNESSED BY:

CITY OF WARREN:

By: _____
James R. Fouts
Its: Mayor

By: _____
Paul Wojno
Its: City Clerk

**DEVELOPER:
MACOMB 12, LLC**

By: _____
Print Name: _____
Its: _____

5STAR INVESTMENTS & REALTY:

By: _____
Print Name: _____

Its: _____

EXHIBIT A

#	Tax ID#	Property Address
1	13-10-103-030	8259 KARAM #3 (CONDO)
2	13-10-381-024	29174 LUND (CONDO)
3	13-12-329-020	14039 BADE
4	13-17-302-002	27920 RYAN
5	13-19-176-016	26521 JOE
6	13-20-402-018	25516 AUDREY
7	13-23-278-023	13203 FRAZHO
8	13-24-403-009	25800 LIRA LN (CONDO)
9	13-24-427-026	25621 TECLA
10	13-25-252-021	24432 LAUREN
11	13-25-257-001	24296 LAUREN
12	13-25-403-038	23503 BOLAM
13	13-25-453-025	23223 BOLAM
14	13-27-306-024	8305 JEWETT
15	13-27-327-007	23622 FEDERAL
16	13-27-352-019	8112 LOZIER
17	13-27-353-025	8103 CONTINENTAL
18	13-27-407-020	11227 ESSEX
19	13-27-453-003	11020 REPUBLIC
20	13-27-453-009	11060 REPUBLIC
21	13-27-453-011	11076 REPUBLIC
22	13-27-455-008	11060 PAIGE
23	13-28-477-013	7213 REPUBLIC
24	13-28-481-011	7578 TIMKEN
25	13-29-127-013	24889 MASCH
26	13-29-352-021	23317 CUNNINGHAM
27	13-30-301-031	23827 KATHLEEN
28	13-30-405-003	3158 MORRISSEY
29	13-30-451-020	3656 BART
30	13-31-109-018	2119 ROME
31	13-31-155-009	2168 PEARL
32	13-31-454-007	3019 8 MILE RD
33	13-31-454-009	3027 8 MILE RD
34	13-32-276-007	22114 PANAMA
35	13-32-328-025	21525 DOEPFER
36	13-32-426-027	21575 BLACKMAR
37	13-32-426-028	21565 BLACKMAR W/ LOT
38	13-32-453-023	21259 CURIE
39	13-32-459-035	5409 8 MILE RD

#	Tax ID#	Property Address
40	13-32-477-031	21083 SYRACUSE
41	13-32-481-019	20839 SYRACUSE
42	13-33-256-009	7068 PACKARD
43	13-33-256-034	7243 HUDSON
44	13-33-257-033	7227 STUDEBAKER
45	13-33-279-005	7536 STUDEBAKER
46	13-33-280-015	7511 TOEPFER
47	13-33-403-032	7075 ORCHARD
48	13-33-406-033	7075 MEADOW
49	13-33-409-017	7244 MEADOW
50	13-33-427-022	7551 MEADOW
51	13-33-429-023	7610 PROSPECT
52	13-33-430-013	7544 WESTMINSTER
53	13-33-455-014	6816 JACKSON W/ LOT
54	13-33-477-025	7245 JACKSON
55	13-33-477-033	7565 JACKSON
56	13-33-477-037	7605 JACKSON
57	13-34-108-022	8275 CADILLAC
58	13-34-131-021	8742 DODGE
59	13-34-131-025	8657 MAXWELL W/ LOT
60	13-34-134-007	8630 FORD
61	13-34-157-011	8288 PACKARD
62	13-34-204-008	11060 CADILLAC
63	13-34-227-050	11493 MAXWELL
64	13-34-251-024	11075 PACKARD
65	13-34-254-003	11014 STUDEBAKER
66	13-34-328-024	8491 PROSPECT
67	13-34-330-022	8503 SHERMAN
68	13-34-352-010	8036 FISHER
69	13-34-356-005	20910 ASCENSION
70	13-34-358-010	8268 RIVARD
71	13-34-477-027	11351 FISHER
72	13-35-203-023	22815 HILLOCK
73	13-35-377-027	21061 HELLE
74	13-35-378-014	21016 HELLE
75	13-35-381-021	20803 MARIE
76	13-35-382-008	12460 SHERMAN
77	13-35-382-009	12468 SHERMAN
78	13-35-383-023	12483 VERNON W/ LOT

#	Tax ID#	Property Address
79	13-35-385-002	12396 GEORGIANA
80	13-35-404-024	12747 SHERMAN
81	13-35-451-007	12730 SANSFIELD
82	13-35-452-027	12749 GEORGIANA
83	13-35-453-008	12732 GEORGIANA
84	13-35-478-002	13404 VERNON
85	13-35-478-011	VERNON (20955 SCHOENHERR)
86	13-35-478-029	20955 SCHOENHERR
87	13-36-103-033	13603 MARSHALL
88	13-36-130-018	14025 LEONARD
89	13-36-133-032	14309 MARSHALL
90	13-36-135-025	14259 LEONARD
91	13-36-152-048	13825 IDA
92	13-36-177-036	14135 TOEPFER
93	13-36-326-014	14214 TOEPFER
94	13-36-385-001	20830 MONTROSE
95	13-36-451-018	21055 NUMMER
96	13-36-452-017	21093 LA SALLE
97	13-36-452-031	20747 LA SALLE
98	13-36-453-027	20726 LA SALLE
99	13-36-453-055	20703 DEXTER

EXHIBIT B

#	Tax ID#	Property Address	Community	Occ	Cond	Res/ Com	BLDG/ LOT	Extr	BR	BTH	Crwl Slab Bsmt	Gar
1	13-27-327-007	23622 FEDERAL	WARREN	V	P	R	B	V	2	1	C	N/A
2	13-27-455-008	11060 PAIGE	WARREN	V	P	R	B	W	2	1.1	C	1
3	13-33-256-034	7243 HUDSON	WARREN	V	P	R	B	A	3	1.1	C	N/A
4	13-35-378-014	21016 HELLE	WARREN	V	P	R	B	W	2	1	C	N/A
5	13-35-385-002	12396 GEORGIANA	WARREN	V	P	R	B	V	2	1	C	N/A
6	13-35-452-027	12749 GEORGIANA	WARREN	V	P	R	B	A	2	1	S	N/A
7	13-36-452-017	21093 LA SALLE	WARREN	V	P	R	B	B	2	1.1	C	2

EXHIBIT C

While complying with all Federal, State and Municipal housing laws, ordinances and regulations, Macomb 12 LLC's goal is provide quality market rate housing.

Strong preference is given to applicants who meet the following criteria:

- Gross monthly income meets or exceeds three (3) times the rent amount.
- Applicants who have been employed for at least a year.
- Credit Scores above 500
- Applicants with no felonies.
- Applicants without recent evictions (at least 7 years)

Macomb 12, LLC through its manager reserves the right to change these criteria to adjust to changing market dynamics and at its sole discretion.



PUBLIC SERVICE DEPARTMENT
ENGINEERING DIVISION
One City Square, Suite 300
Warren, Michigan 48093-2390
(586) 759-9300
Fax (586) 759-9318
www.cityofwarren.org

September 25, 2015

Mr. Scott C. Stevens
City Council Secretary

RE: CONSIDERATION and ADOPTION of a RESOLUTION to Award Bid and Approve Contract for City Project S-15-600, 21750 Hoover Road Sanitary Sewer Repair (ITB-W-9232) to the low bidder, V.I.L. Construction, Inc. in the total bid amount not to exceed \$76,084.00, and authorizing the Mayor and Clerk to execute a contract for City Project S-15-600, 21750 Hoover Road Sanitary Sewer Repair (ITB-W-9232)

Sealed bids were received and publicly read aloud on September 23, 2015, for the City Project S-15-600, 21750 Hoover Road Sanitary Sewer Repair (ITB-W-9232). This project was publicly advertised on the Michigan Inter-Governmental Trade Network (MITN) on September 14, 2015.

The scope of the project includes the installation of a 6" sanitary sewer lead to eliminate infiltration of sewage into the storm sewer system.

The low bidder is V.I.L. Construction, Inc. in the low bid amount of \$76,084.00 as can be seen in the attached tabulation of bids.

V.I.L. Construction, Inc. has successfully completed similar work in the City of Warren and the surrounding Metro area.

It is the Engineering Division's recommendation that the Warren City Council award the Contract S-15-600, 21750 Hoover Road Sanitary Sewer Repair Project to the low bidder, V.I.L. Construction, Inc. in the total bid amount not to exceed \$76,084.00.

The form of the contract document and the proposed City Council resolution authorizing approval of the contract award has been reviewed and approved by the City Attorney.

The availability of funding for this contract, as stated in the attached City Council Resolution, has been confirmed and approved by the Budget Director.

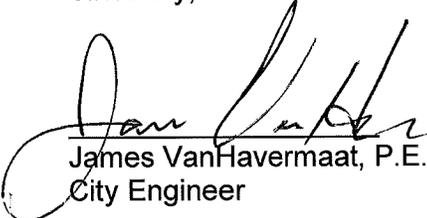
Please place this item on the next available City Council agenda for consideration.

Should you have any questions regarding this matter, I can be reached in my office at (586) 759-9302.

Sincerely,

Read and Concurred:

Funding Approval:


James VanHavermaat, P.E.
City Engineer

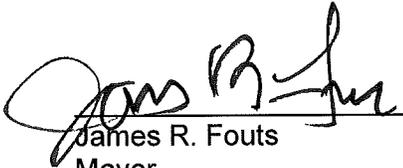

Richard Sabaugh
Public Service Director


Renee Jones-Rezak
Budget Director

Contract Form Approval:

Recommended to Council:


Mary Michaels
Acting City Attorney


James R. Fouts
Mayor

JVH/tgg

Attachment: Tabulation of Bids and Recommendation, City Council Resolution

Tabulation of Bids



PUBLIC SERVICE DEPARTMENT
ENGINEERING DIVISION

**S-15-600 (ITB-W-9232)
21750 Hoover Road Sanitary Sewer Repair**

Bid Opening: September 23, 2015

				V.I.L. Construction, Inc. 6670 Sims Drive Sterling Heights, MI 48313		Superior Excavating, Inc. 2791 Auburn Road Auburn Hills, MI 48321	
				Unit Price	Amount	Unit Price	Amount
1	AUDIO VISUAL	LS	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
2	TRAFFIC CONTROL DEVICES	LS	1	\$2,500.00	\$2,500.00	\$15,000.00	\$15,000.00
3	SESC MEASURES	LS	1	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00
4	REMOVE EXISTING CONCRETE PAVEMENT INCLUDING BITUMINOUS OVERLAY	SYD	27	\$20.00	\$534.00	\$30.00	\$801.00
5	INSTALL 10" THICK CONCRETE PAVEMENT INCLUDING 6" 21AA AGGREGATE BASE	SYD	27	\$150.00	\$4,050.00	\$220.00	\$5,940.00
6	REMOVE AND REPLACE 8" CONCRETE APPROACH	SFT	290	\$10.00	\$2,900.00	\$27.00	\$7,830.00
7	REMOVE AND REPLACE 8" CONCRETE SIDEWALK	SFT	40	\$10.00	\$400.00	\$25.00	\$1,000.00
8	REMOVE AND REPLACE 4" CONCRETE SIDEWALK	SFT	60	\$7.00	\$420.00	\$15.00	\$900.00
9	6" TAP TO EX. 42" SANITARY SEWER WITH INSERTA-TEE, KOR-N-SEAL OR APPROVED EQUAL	EA	1	\$58,500.00	\$58,500.00	\$56,000.00	\$56,000.00
10	INSTALL 6" DIA PVC SDR 23.5 SANITARY SEWER LEAD	LF	38	\$60.00	\$2,280.00	\$115.00	\$4,370.00
11	ADDITIONAL TRAFFIC CONTROL SIGNS	SFT	100	\$10.00	\$1,000.00	\$0.01	\$1.00
12	INSTALL SEED AND MULCH	LS	1	\$1,500.00	\$1,500.00	\$2,800.00	\$2,800.00
	TOTAL CONSTRUCTION COST				\$76,084.00		\$96,842.00
13	MOBILIZATION, BONDS & INSURANCE (NOT TO EXCEED 3% OF CONSTRUCTION COST)	LS	1	\$2,000.00	\$2,000.00	\$2,905.00	\$2,905.00
14	SESC PERMIT FEE	LS	1	\$250.00	\$250.00	\$500.00	\$500.00
	Total Bid Amount				\$78,334.00		\$100,247.00

* CORRECTED BY ENGINEER

**RESOLUTION TO AWARD BID AND APPROVE CONTRACT
FOR
CITY PROJECT S-15-600, 21750 HOOVER ROAD SANITARY SEWER REPAIR
TO V.I.L. CONTRACTING, INC.
(ITB-W-9232)**

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2015, at ____ p.m. Eastern _____ Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilpersons _____

ABSENT: Councilpersons _____

The following preamble and resolution were offered by Councilperson _____ and supported by Councilperson _____.

On September 23, 2015, bids were received for City Project S-15-600, 21750 Hoover Road Sanitary Sewer Repair (ITB-W-9232) pursuant to the standard sealed bid procedure.

The City Council has received and reviewed the bids as listed on the attached bid tabulation.

The City Engineer has recommended that the contract for City Project S-15-600, 21750 Hoover Road Sanitary Sewer Repair be awarded to the low bidder, V.I.L. Contracting, Inc., in the amount not to exceed \$76,084.00.

Funding is available in the 2012 Water and Sewer Capital Improvement Bonds.

The Contract Documents include the Construction Plans, the Advertisement, the Proposal, the Supplemental Specifications, Appendix, and the City of Warren form documents entitled Instructions to Bidders, Contract, Performance Bond, Payment Bond for Labor, Materials and Equipment Rental, Certificate of Worker's Compensation Insurance, General Conditions, Specifications for Concrete Pavement and Specifications for Sanitary and Storm Sewers.

COUNTY OF MACOMB)

I, PAUL WOJNO, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, 2015.

PAUL WOJNO
City Clerk

Resolution to award bid and approve contract
City Project S-15-600, 21750 Hoover Road Sanitary Sewer,
V.I.L. Contracting, Inc.



DIVISION OF PUBLIC WORKS

12801 STEPHENS
WARREN, MI 48089
(586) 759-9270
www.cityofwarren.org

September 24, 2015

Mr. Scott C. Stevens
City Council Secretary

RE: CONSIDERATION AND ADOPTION OF A RESOLUTION to approve a contract with the Michigan Department of Transportation (MDOT) for State Trunkline Maintenance

Attached please find a contract between the Michigan Department of Transportation (MDOT) and the City of Warren for State Trunkline Maintenance.

The previous five (5) year agreement with MDOT for State Trunkline Maintenance was approved by City Council on April 13, 2010. The new contract is also a five (5) year agreement expiring on September 30, 2019. The workscope of work done by the City for MDOT under the proposed new five (5) year contract covers lawn mowing along Eight Mile Road as well as weed spraying along the 696 Service Drive from Dequindre to Hayes.

The Department of Public Works recommends approval of the attached Michigan Department of Transportation Contract for State Trunkline Maintenance, as presented by MDOT.

The form of the standard MDOT State Trunkline Maintenance Contract and the proposed City Council resolution authorizing approval of the Michigan Department of Transportation Contract for State Trunkline Maintenance has been reviewed and approved by the City Attorney.

Please place this item on the next available City Council agenda for consideration. Should you have any questions regarding this matter, I can be reached in my office at (586) 759-9270.

Sincerely,

Read and Concurred:

Read and Concurred:

Gus Ghanam
Assistant Public Service Director

Richard Sabaugh
Public Service Director

Renee Rezak
Budget Director

Form Approval:

Recommended to Council:

Mary Michaels
Acting City Attorney
James R. Fouts
Mayor

**RESOLUTION APPROVING CONTRACT WITH
MICHIGAN DEPARTMENT OF TRANSPORTATION FOR
STATE TRUNKLINE MAINTENANCE**

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 20____, at 7:00 p.m. Eastern _____ Time, in Council Chambers located at Warren Community Center Auditorium, 5460 Arden Ave., Warren, Michigan.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and resolution were offered by Councilmember _____, and supported by Councilmember _____.

On _____, 20____, the City of Warren Council approved a five (5) year contract with the Michigan Department of Transportation for state trunkline maintenance.

The Michigan Department of Transportation desires to continue with the assistance of the City of Warren, including specifically the resources of the City of Warren Department of Public Works, for the purpose of helping to maintain state trunkline roads in or adjacent to the City of Warren.

The City of Warren desires to continue providing assistance to the State of Michigan Department of Transportation for the purpose of helping to maintain state trunkline roads in or adjacent to the City of Warren, with the agreement that the City of Warren will be reimbursed by the State of Michigan for such work in accordance with the terms specified in the agreement.

The proposal of the State of Michigan Department of Transportation provides for a new five (5) year contract, terminating on September 30, 2019, and terminable by either party April through June of each year by ninety (90) days notice and with the specific maintenance assignments to be agreed upon each year by a letter of understanding in the form shown as Appendix F of the proposed contract.

The work covered under the current letter of understanding between the MDOT and the City of Warren is for mowing along Eight Mile Road in or adjacent to the City of Warren and weed spraying along the 696 Service Drive between Dequindre and Hayes.

THEREFORE, IT IS RESOLVED, that the Warren City Council approves the Michigan Department of Transportation State Trunkline Maintenance Contract with the City of Warren and the letter of understanding regarding yearly work, provided that the letter of understanding is in the form attached as Appendix F of the proposed contract and provides only for mowing along Eight Mile Road in or adjacent to the City of Warren and weed spraying along 696 Service Drive between Dequindre and Hayes, and subject to the approval as to form of the City Attorney.

IT IS FURTHER RESOLVED, that the funds received hereunder shall be deposited to the Michigan Transportation Major Road Funds for the City of Warren.

IT IS FURTHER RESOLVED, that Mayor and City Clerk are hereby authorized to execute the proposed Michigan Department of Transportation State Trunkline Maintenance Contract and a letter of understanding consistent with this resolution subject to the approval of the City Attorney.

AYES: Councilpersons _____

NAYES: Councilpersons _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 20_____.

SCOTT C. STEVENS
Secretary of the Council
Mayor Pro Tem

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, PAUL WOJNO, duly elected City Clerk for the City of Warren, Macomb County, Michigan, certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, 20_____.

PAUL WOJNO
City Clerk

ORIGINAL

CONTRACT NO. 2014-0430
REGION: METRO
AGENDA: DAB

MICHIGAN DEPARTMENT OF TRANSPORTATION

STATE TRUNKLINE MAINTENANCE CONTRACT

CITY OF WARREN

COPY

THIS CONTRACT is made and entered into this date of _____ by and between the Michigan Department of Transportation, hereinafter referred to as "MDOT," and the CITY OF WARREN, a Michigan municipal corporation, hereinafter referred to as the "MUNICIPALITY."

RECITALS:

MDOT has affirmatively found that contracting with this MUNICIPALITY for the maintenance of state trunklines and bridges within its jurisdiction is in the best public interest; and

1925 PA 17 Section 2, MCL 250.61 et seq; authorizes MDOT to contract with the MUNICIPALITY for the construction, improvement, and/or maintenance of state trunkline highways. MDOT, subject to the approval of State Administrative Board, will do all acts or things necessary to carry out the purpose of 1925 PA 17 supra; and

MDOT has so advised the State Transportation Commission and the Appropriations Committee of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11(c), MCL 247.661(c).

It is agreed as follows:

Section 1. ORGANIZATION, EQUIPMENT, AND FACILITIES

The MUNICIPALITY will provide personnel, equipment, and facilities to maintain the state trunkline highways and provide the services required under the terms of this Contract. The MUNICIPALITY will furnish MDOT, upon request, with an organizational chart showing garage locations, names of supervisory personnel, and any other information incidental to the performance under this Contract.

Section 2. SCOPE OF WORK

- a. The MUNICIPALITY will perform maintenance work at the direction of MDOT'S Region Engineer or a designee of the REGION ENGINEER

hereinafter referred to as the "REGION ENGINEER" or, acting under the general direction of the ENGINEER OF OPERATIONS FIELD SERVICES DIVISION, hereinafter referred to as the "ENGINEER OF OPERATIONS". Work for the Operations Division, including permit issuance and inspection, under this Contract will be performed in accordance with accepted maintenance practices on those sections of state trunkline highway as identified in a written Letter of Understanding.

- i. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the MUNICIPALITY. The letter shall remain in effect until either replaced or modified by the REGION ENGINEER and approved by the MUNICIPALITY. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes.
 - ii. The executed Letter of Understanding and all subsequent approved revisions thereto, is incorporated herein by reference as if the same were repeated in full herein.
 - iii. If the MUNICIPALITY is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the MUNICIPALITY will immediately notify MDOT. MDOT will work with the MUNICIPALITY to ensure that the services defined in the Letter of Understanding are performed.
- b. Whenever the MUNICIPALITY performs permit assistance and inspection on behalf of MDOT:
- i. MDOT will require as a condition of the issuance of all permits as to which the MUNICIPALITY will perform services for MDOT, pursuant to this Contract, that the Permittee save harmless the State of Michigan, the Transportation Commission, the Department of Transportation and all officers, agents and employees thereof and the MUNICIPALITY, its officials, agents and employees against any and all claims for damages arising from operations covered by the permit.
 - ii. MDOT, for all permit activities for which it wishes the MUNICIPALITY to perform permit services for the DEPARTMENT pursuant to this Contract, will further require that

the Permittee, except as to permits issued to governmental entities and public utilities or unless specifically waived by the MUNICIPALITY in writing, provide comprehensive general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X, C, & U, and contractor's protective liability with a blasting endorsement when blasting is involved or commercial general liability insurance that includes all the above, naming as additional parties insured on all such policies the State of Michigan, the Michigan Transportation Commission, MDOT and all offices, agents and employees thereof, the MUNICIPALITY, its officials, agents and employees and that the Permittee provide to MDOT written proof of said insurance.

iii. The amounts of such insurance will be no less than the following:

Comprehensive General Liability:

Bodily Injury	--	\$500,000 each occurrence
	--	\$500,000 each aggregate
Property Damage	--	\$250,000 each occurrence
	--	\$250,000 each aggregate

Commercial General Liability Insurance:

\$500,000 each occurrence and aggregate

c. Special maintenance work, work not covered by the Line Item Budget, and work for any other Division of MDOT (non-maintenance work) may be performed under the terms of this Contract only upon written authorization approved by the REGION ENGINEER. Emergency work may be performed based on verbal approval given by the REGION ENGINEER and subsequently supported in writing. Work performed by the MUNICIPALITY for any Division other than the Maintenance Division will be supervised by the Division issuing a state Transportation Work Authorization (TWA).

Transportation Work Authorizations (TWA's) may be issued by the REGION ENGINEER for special maintenance work (work not covered by the Line Item Budget) and non-maintenance work. This work may be performed by the MUNICIPALITY or a subcontractor as set forth in Section 9. TWA's will be performed in accordance with MDOT'S accepted maintenance practices and specifications as specified on the TWA. The MUNICIPALITY will provide the necessary supervision or inspection to assure that the work is performed in accordance with the TWA.

The MUNICIPALITY and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic system (ITS). All such work will be listed in the Letter of Understanding, included in the line item budget and defined in a supplemental scope which will become an attachment to this contract.

The MUNICIPALITY shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.

The MUNICIPALITY and MDOT may also enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.

- d. The REGION ENGINEER is authorized to issue written orders, as are necessary, for the performance of maintenance work under the provisions of this Contract.

Section 3. INTEGRATION OF STATE AND MUNICIPAL WORK

The MUNICIPALITY will furnish sufficient personnel, equipment, and approved material as needed to perform maintenance on state trunkline highways. Personnel and equipment will be used on municipal streets and state trunkline highways as conditions warrant.

Section 4. CONTRACT ADMINISTRATOR

The MUNICIPALITY hereby designates City of Warren as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the contract. In the event the MUNICIPALITY desires to replace the Contract Administrator, the MUNICIPALITY will notify MDOT in writing.

Section 5. MAINTENANCE SUPERINTENDENTS AND CONTACTS

The MUNICIPALITY hereby designates, where applicable, the following:

Maintenance Superintendent (Streets): Gus Ghanam, Asst. Public Service Director

Signal/electrical Superintendent: James VanHavermatt, City Engineer

Storm Sewer Superintendent: Gus Ghanam, Asst. Public Service Director

Other (Specify): N/A

who will supervise all work covered by this contract. In the event the MUNICIPALITY desires to replace the designated contacts, the MUNICIPALITY will notify MDOT in writing.

Section 6. WAGE SCHEDULE

Wages paid by the MUNICIPALITY for work on state trunkline highways will be the same as on street work for the MUNICIPALITY.

Premium Pay and Overtime Pay (specify under what conditions and percentage of regular rate paid if not specified in the attached labor agreement).

Pay for "show-up time" (Specify under what conditions and number of hours, if a minimum number is used and is not specified in the attached labor agreement).

No "stand by at home" pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the MUNICIPALITY for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers' compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as "EMPLOYEE BENEFITS," in accordance with Section 16.

Section 7. MATERIALS TO BE ACQUIRED AND MATERIAL SPECIFICATIONS

Material necessary for the performance of this Contract may, at the option of the MUNICIPALITY, be purchased by the MUNICIPALITY unless otherwise directed by the REGION ENGINEER. The MUNICIPALITY shall advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00) or if required by federal or state law.

The MUNICIPALITY shall retain documentation that such bids were taken for at least three (3) years following final payment made for such purchases. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), and traffic control devices used on state trunkline highways by the MUNICIPALITY will conform to current or supplemental specifications approved by MDOT, unless otherwise approved in advance by the REGION ENGINEER. The REGION ENGINEER may require approval by MDOT'S Construction Field Services Division or by a laboratory approved by that MUNICIPALITY and the REGION ENGINEER. If MDOT-owned materials are stored jointly with MUNICIPALITY-owned materials, proper and adequate inventory records must be maintained by the MUNICIPALITY, clearly indicating the portion that is MDOT-owned.

Section 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials supplied by the MUNICIPALITY, including aggregates and bituminous materials using raw materials either partially or wholly obtained from municipally-owned property, municipally-leased (in writing) property, or by written permit from state or privately-owned property, may be furnished at a firm unit price, subject to approval of source and price by the REGION ENGINEER. Firm unit prices are not subject to unit price adjustment by audit.

MDOT may audit all records necessary to confirm accuracy of quantities for which reimbursement is requested. Reimbursement for all materials supplied by the MUNICIPALITY that are not included in the firm unit price schedule will be in accordance with Subsection 16(d). Firm unit prices may be changed, added, or deleted upon written request by the MUNICIPALITY and approval by the REGION ENGINEER at least sixty (60) days prior to the effective date of the change, addition, or deletion.

FIRM UNIT PRICES

<u>ITEM KIND</u>	<u>ITEM LOCATION</u>	<u>PRICE UNIT</u>	<u>PRICE INCLUDES*</u>	<u>PER UNIT</u>
Salt	DPW yard	\$67.74	15% admin fee	ton
Liquid Brine	DPW yard	\$.83	15% admin fee	gallon

Insert above, the following applicable number(s):

*Firm Unit Price Includes:

<u>Item Kind</u>	<u>Item Locations</u>
1. Processing/or Mixing Costs	1. Pit Site
2. Stockpiling/or Hauling to Stockpile Costs	2. Yard 3. Other (Describe)
3. Royalty Costs	
4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)	
5. Winter Sand	
6. Bituminous Costs	
7. Other (Describe)	

MDOT may audit all records necessary to confirm the accuracy of the material quantities for all materials on the Firm Unit Price List for which the MUNICIPALITY requests reimbursement.

Listed items purchased from a vendor source or vendor stockpile for direct use on the trunklines are not eligible for firm unit price consideration and should be billed at vendor cost.

Section 9. SUBCONTRACTS

The MUNICIPALITY may subcontract any portion of the work to be performed under this contract. Bid/price solicitation and subcontracts will be in conformance with the MUNICIPALITY's contracting process, and applicable state laws, except as modified herein. All subcontracted work will require the MUNICIPALITY to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents, and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the MUNICIPALITY and/or MDOT for said subcontracted work. The scope of work and specifications (if any) must be approved by the REGION ENGINEER. The MUNICIPALITY will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the MUNICIPALITY pay for subcontracted work until the work has been inspected and approved for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the REGION ENGINEER. The work must be supported by the subsequent submission of Form 426 upon completion of work. State Administrative Board approval is required within thirty

(30) days of completion of emergency work for contracts of \$250,000 or greater. Work will be completed according to MDOT Emergency Guidelines.

It is the intent of the parties to extend the terms of the Contract if the subcontract work is in progress at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the MUNICIPALITY or MDOT.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required under this Section, may result in a denial of the reimbursement of the costs.

For subcontracts involving the items of Cleaning Drainage Structures, Roadway Sweeping and Flushing or Grass and Weed Control, the MUNICIPALITY will include a cancellation clause that will allow the MUNICIPALITY to cancel the subcontract if funds are not made available by MDOT.

County and/or Municipality-based advantage programs (CBA Process) or any type of preference program that awards contracts based on criteria other than low bid through the competitive bidding process, will not be used for MDOT-funded projects.

The term of the subcontract will not exceed five (5) years, said term will include any time extensions.

The subcontract solicitation and approval process will be as follows:

- a. **Subcontracts \$24,999 or less:** The MUNICIPALITY will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. REGION ENGINEER approval of Form 426 is required.
- b. **Subcontracts \$25,000 or greater:** The MUNICIPALITY will advertise and award by competitive bid. Advertisements must clearly define contract term and location of work. Documentation of the solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. REGION ENGINEER approval of Form 426 is required.

State Administrative Board approval is required prior to the execution of contracts that are \$250,000 or greater.

State Administrative Board requirements for Amendments (previously referred to as overruns, extra work and adjustments), are outlined in Appendix E, attached hereto and made a part hereof.

Section 10. NON-DISCRIMINATION

- a. In connection with the performance of maintenance work under this Contract, the MUNICIPALITY (hereinafter in Appendix C referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix C, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts related to this Contract.
- b. During the performance of this Contract, the MUNICIPALITY, for itself, its assignees, and its successors in interest (hereinafter in Appendix G referred to as the “contractor”) agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix G, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.
- c. The MUNICIPALITY will carry out the applicable requirements of MDOT’s Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix H, dated October 1, 2005, attached hereto and made a part hereof.

Section 11. ANTI-KICKBACK

No official or employee of the MUNICIPALITY or of the State of Michigan will receive direct or indirect remuneration from purchases of materials, supplies, equipment, or subcontracts required for trunkline highway maintenance purposes.

Section 12. JURISDICTION OF STATE TRUNKLINE HIGHWAY

It is declared that the work performed under this Contract is a governmental function that the MUNICIPALITY performs for MDOT. This Contract does not confer jurisdiction upon the MUNICIPALITY over the state trunkline highways encompassed by this contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction in the MUNICIPALITY over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

Section 13. INSURANCE

- a. The MUNICIPALITY will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan. Insurance coverage shall include owned, non-owned, and hired motor vehicles. Such insurance shall be not less than Two Hundred

Fifty Thousand Dollars (\$250,000.00) for bodily injury or death of any one person. Coverage for public liability, property damage, and combined single limit shall also comply with Michigan No-Fault Automobile Insurance laws. The MUNICIPALITY shall also provide thirty (30) days notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance shall be submitted to MDOT on DEPARTMENT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days notice provisions and the limits of liability.

In the event the MUNICIPALITY is self-insured, a copy of the Secretary of State's certificate of self-insurance shall be submitted to MDOT.

- b. In the event that the MUNICIPALITY receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the MUNICIPALITY for its alleged acts or omissions on a state trunkline highway, the MUNICIPALITY shall provide a copy of such notice within fifteen (15) days of receipt of said notice or complaint to the Assistant Attorney General in Charge, hereinafter referred to as the "ASSISTANT ATTORNEY GENERAL," Van Wagoner Building, 4th Floor, 425 West Ottawa Street, Lansing, Michigan, 48909. Thereafter, the MUNICIPALITY shall provide copies of pleadings and other information regarding the claims or lawsuits when requested by the ASSISTANT ATTORNEY GENERAL and shall comply with all the obligations, duties and requirements of the general liability policy provided herein.

Section 14. WORKERS' DISABILITY COMPENSATION

The MUNICIPALITY will comply with the Michigan Workers' Disability Compensation Law as to all employees performing work under this Contract.

Section 15. BUDGET MANAGEMENT FOR MUNICIPALITIES WITH A BUDGET OF \$200,000 OR MORE (OPTIONAL FOR OTHER MUNICIPALITIES)

Each MDOT fiscal year, for Municipalities with a budget of \$200,000 or more, a winter and non-winter maintenance budget will be prepared separately. These budgets will be established by the Region Engineer within guidelines established by MDOT.

Prior to the development of an annual budget by the REGION ENGINEER, the MUNICIPALITY and REGION ENGINEER will meet and develop a proposed work plan which will include a schedule for routine maintenance and the associated cost of the work plan for the coming year. This proposed work plan will be broken down by month, and form the basis of the non-winter maintenance budget for the MUNICIPALITY for the next fiscal year. The non-winter budget will be balanced over all twelve months of the fiscal year. The budget will be adjusted each month to address budget overruns and under-runs to ensure that total MUNICIPALITY budget is not exceeded. The REGION ENGINEER will work with the MUNICIPALITY to reach agreement on the components

of this annual work plan, taking into consideration the features and conditions of the state trunkline system within the MUNICIPALITY's contract area, as well as the size of the MUNICIPALITY's staff that is available for state trunkline Highway maintenance. The REGION ENGINEER and the MUNICIPALITY will identify maintenance activities that can be performed in the winter months when not performing winter maintenance.

The MUNICIPALITY will work with the REGION ENGINEER to develop an annual priority plan for scheduling work over the term of this Contract consistent with MDOT'S road preservation objectives.

MDOT will establish the winter maintenance budget based on a five (5)-year average of winter expenditures which includes the costs for labor, fringe benefits, equipment, State Salt Stores, MUNICIPALITY-supplied road salt, winter sand, other de-icing chemicals and overhead.

The REGION ENGINEER and the MUNICIPALITY will review the non-winter maintenance budget together at least every other month. This review will cover work planned and conducted, work planned and not conducted, and the current status of the non-winter maintenance budget. Any adjustments to the proposed work plan to curtail or expand operations to meet budget limitations will be covered in this budget review. During winter operations, the winter budget will be reviewed monthly by the REGION ENGINEER and the MUNICIPALITY.

The REGION ENGINEER and MUNICIPALITY will meet between March 1 and May 15 of each budget year to discuss a supplemental non winter program. The supplemental non winter program will be funded by the remainder of the winter budget. During this meeting, participants will estimate the remainder of the winter budget; review the status of current and future bills for winter maintenance and propose a supplemental non winter program. The proposed work activities will be prioritized to support MDOT'S preservation strategy (APPENDIX I).

Section 16. REQUEST FOR REIMBURSEMENT

MDOT will reimburse the MUNICIPALITY for the following costs incurred in the performance of routine maintenance, non-maintenance, and all other work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT prior to the start of the audit for each respective year of the Contract period.

- a. MDOT'S share of the actual cost of all direct labor employed in the performance of this Contract, including the expense of permit inspection, field and office engineering, and including audit expenses in connection with projects on force account work by subcontractors.
- b. MDOT'S share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed

using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the MUNICIPALITY on the MUNICIPALITY'S previous fiscal years' experience. These charges are subject to audit in accordance with Section 25.

- c. MDOT'S share of the actual cost of MUNICIPALITY owned or purchased energy.
- d. MDOT will reimburse the MUNICIPALITY for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this contract. The MUNICIPALITY shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- e. MDOT will reimburse the MUNICIPALITY for the cost of handling materials furnished by the MUNICIPALITY and materials furnished by MDOT as follows:
 - i. **Bulk Items (measured by volume or weight):**
The direct expenses of handling, such as unloading, processing, stockpiling, heating or loading of materials measured by volume or weight in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, provided that these costs can be identified within the records of the MUNICIPALITY.
 - ii. **Non-Bulk Items (measured by area or count):**
A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the MUNICIPALITY, charges for handling and storage in excess of five percent (5%) will be reimbursed to the MUNICIPALITY upon audit, provided that these charges can be identified and supported within the records of the MUNICIPALITY.
- f. Equipment owned by the MUNICIPALITY will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- g. The amounts paid by the MUNICIPALITY to a subcontractor, as provided for in Section 9.

h. The cost to the MUNICIPALITY for labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.

i. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the MUNICIPALITY for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the MUNICIPALITY and shall not change.

The overhead amount payable under Section 16(i) is reimbursement to the MUNICIPALITY for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Maintenance Superintendent (except as noted in Section 16(k)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on MUNICIPALITY owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

j. MDOT will reimburse the MUNICIPALITY for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the MUNICIPALITY and MDOT.

k. Requests for reimbursement to be made quarterly on the basis of certified statement of charges prepared and submitted by the MUNICIPALITY within thirty (30) days from the end of each quarter on forms furnished by MDOT or using an equivalent approved alternative format. Costs submitted beyond sixty (60) days from the end of each quarter will include written justification for the delay and will be paid only upon approval of the REGION ENGINEER. Upon written request to the REGION ENGINEER, payment may be made to the MUNICIPALITY on a monthly basis, after submission to MDOT of certified statements of costs for each monthly payment period. MUNICIPALITIES with a line item budget contract of \$200,000 or greater **shall** submit request for reimbursement on a **monthly** basis through MDOT'S Local Agency Payment System (LAPS).

l. The MUNICIPALITY will be reimbursed as a direct cost for work performed by the Maintenance Superintendent making regular inspections

of state trunkline highways in accordance with written instructions from the REGION ENGINEER. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

It is further agreed that in smaller municipalities, the Maintenance Superintendent designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The MUNICIPALITY may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A.

Section 17. ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this contract be processed by electronic funds transfer (EFT). The MUNICIPALITY is required to register to receive payments of EFT at the Contract & Payment Express website (www.cpexpress.state.mi.us).

Section 18. WINTER MAINTENANCE

The MUNICIPALITY will be compensated for winter maintenance on the basis of actual expenditures only. MDOT will share in the cost of snow hauling when each snow hauling effort is approved by the REGION ENGINEER. MDOT'S share of snow hauling will be determined based on the ratio of area designated for traffic movement to the total area of the state trunkline highway right-of-way within the agreed upon area of snowhaul. MDOT will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement. MDOT'S reimbursement for snow hauling from state trunkline highways, based upon this calculation, is paid at the rate of 15 percent (%) of actual charges supported by proper documentation. The frequency (annually, each storm, etc.) will be at the discretion of the REGION ENGINEER. The MUNICIPALITY should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. A prior written authorization for each snow haul event from the REGION ENGINEER shall be required and kept on file for audit purposes.

The MUNICIPALITY agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

Section 19. PAVEMENT MARKING

Compensation for the item of Pavement Marking will be made on the basis of actual expenditure only, except in no case will the MUNICIPALITY be compensated for a total

expenditure in excess of the amount designated for pavement marking in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for Pavement Marking is limited to only painting authorized by the REGION ENGINEER. The MUNICIPALITY shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

Section 20. COMPENSATION FOR AESTHETIC WORK ITEMS

Compensation for the items of Sweeping and Flushing (activity 132), Grass and Weed Control (activity 126) and Roadside Clean up (activity 124) will be made on the basis of actual expenditures only, except that in no case will the MUNICIPALITY be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the MUNICIPALITY and REGION ENGINEER; and reflected in each line activity budget amount.

Section 21. TREES AND SHRUBS

Except for emergency work, the MUNICIPALITY will request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and MUNICIPALITY shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the REGION ENGINEER.

Section 22. EQUIPMENT LIST

The MUNICIPALITY will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be furnished to MDOT no later than February 28 of each year.

Section 23. RECORDS TO BE KEPT

The MUNICIPALITY will:

- a. Establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract. The RECORDS include, but are not limited to:
 - i. Daily time cards for employees and equipment signed by the employee and his immediate supervisor or by a timekeeper and the supervisor when a timekeeper is employed. The daily time cards shall also indicate the

distribution to route sections and work items. Those MUNICIPALITIES using crew day cards may, if they prefer, retain crew day cards backed by a time record for the pay period signed as above in lieu of daily time cards detailing the distribution.

- ii. Properly signed material requisitions (daily distribution slips) showing type of material, quantity, units, date issued, and indicating distribution thereof to route sections and work items.
 - iii. Additional cost records as needed to support and develop unit cost charges and percentages applied to invoice cost. No such cost records are necessary in support of the overhead percentage or the five percent (5%) handling charge.
- b. Maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this contract period. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the MUNICIPALITY will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
- c. Allow MDOT or its representative to inspect, copy, scan, or audit the RECORDS at any mutually acceptable time. However, the MUNICIPALITY cannot unreasonably delay the timely performance of the audit.

Section 24. CERTIFIED STATEMENT OF CHARGES

The MUNICIPALITY hereby certifies that, to the best of the MUNICIPALITY'S knowledge, the costs reported to MDOT under this Contract will represent only those items that are properly chargeable in accordance with the Contract. The MUNICIPALITY also hereby certifies that it has read the contract terms and is aware of the applicable laws, regulations, and terms of this Contract.

Section 25. AUDIT

The MUNICIPALITY'S records will be subject to audit. Charges by the MUNICIPALITY for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by audit after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the MUNICIPALITY will not be subject to adjustment.

If any adjustments are to be made, the MUNICIPALITY will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the MUNICIPALITY a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings communicated to the MUNICIPALITY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the MUNICIPALITY will:

- a. Respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report;
- b. Clearly explain the nature and basis for any disagreement as to a disallowed item of expense; and
- c. Submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the MUNICIPALITY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
- d. The MUNICIPALITY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost, or no opinion expressed cost.

Upon review of the RESPONSE, if MDOT'S Dispute Audit Review Team (DART) does not agree with the RESPONSE, MDOT will provide the MUNICIPALITY an opportunity to appear before DART to explain and support its RESPONSE. This will occur within ninety (90) days of receipt of the RESPONSE, unless the time has been extended by MDOT. MDOT will make its decision regarding any disallowed or questioned cost items within 30 days after DART considers the appeal.

If after a DART decision MDOT determines that an overpayment has been made to the MUNICIPALITY, the MUNICIPALITY shall repay that amount to MDOT or notify MDOT of the MUNICIPALITY'S intent to appeal to the three member panel, which is described in this section of the contract or file a lawsuit in the court of proper jurisdiction to contest MDOT'S decision. MDOT shall not withhold or offset funds in dispute if the

MUNICIPALITY appeals to the three member panel or files a lawsuit in the court of proper jurisdiction. The appeal to the three member panel or the filing of a lawsuit in the court of proper jurisdiction shall be initiated by the MUNICIPALITY within thirty (30) days of the receipt of MDOT'S written notice that an overpayment has been made. If the MUNICIPALITY fails to repay the overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the MUNICIPALITY agrees that MDOT will deduct all or a portion of the overpayment from any funds due the MUNICIPALITY by MDOT under the terms of any maintenance contract. The MUNICIPALITY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to appeal to the three member panel or to file a lawsuit in the court of proper jurisdiction to contest MDOT'S decision only as to any item of expense the disallowance of which was disputed by the MUNICIPALITY in a timely filed RESPONSE. The MUNICIPALITY may ask the court of proper jurisdiction to bar MDOT from withholding or offsetting funds until the court finally decides the dispute.

The individuals on the three member panel shall be selected from state agencies not directly associated with MDOT. The MUNICIPALITY will appoint one (1) member and MDOT will appoint one (1) member. The third member of the panel will be selected by the two (2) appointed panel members. The decision of the panel shall be binding unless appealed to the proper court by either party within one hundred twenty (120) days after the decision of the panel has been issued.

Section 26. TERM OF CONTRACT

This Contract will be in effect from October 1, 2014 through September 30, 2019.

Section 27. TERMINATION OF CONTRACT

Either party may terminate this Contract. Termination may occur in any year, but only in the months of April, May, or June. Written notice of intent to terminate this Contract shall be provided to the other party at least ninety (90) days prior to the date of termination.

Section 28. STATE ADMINISTRATIVE BOARD RESOLUTION

The provisions of the State Administrative Board Resolution 2011-2 of August 30, 2011, as set forth in Appendix D, attached hereto and made a part hereof.

Section 29. CONTRACT CONTENT

In case of any discrepancies between the body of this Contract and any exhibits hereto, the body of this Contract will govern.

Section 30. AUTHORIZED SIGNATURE(S)

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized official(s) of the MUNICIPALITY and of MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective official(s) of the MUNICIPALITY, a certified copy of which resolution will be sent to MDOT with this CONTRACT, as applicable.

CITY OF WARREN

BY: _____
TITLE: James R. Fouts, Mayor

BY: _____
TITLE: Paul Wojno, City Clerk

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
TITLE: MDOT Director

APPENDIX A

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

DEFINITIONS

Annual Work Plan: A schedule developed by the Municipality, and a Region Engineer designee, of the routine maintenance work to be performed annually on state trunklines by the Municipality.

Budget/Field Activity Budget: Both items are defined as the budgeted amount distributed to the Municipality at the beginning of the fiscal year (October 1).

Chemical Storage Facilities: Bulk salt storage buildings.

Components of an Annual Work Plan: An outline of agreed upon maintenance activities to be performed to meet the needs of the trunkline. The components of this plan shall be a list of prioritized maintenance needs and a general break-down of how the Municipality's budget will be applied to the standard maintenance activity groups to facilitate work on the maintenance needs.

DEPARTMENT: Means the Michigan Department of Transportation.

Dispute Audit Resolution Team (DART): Is a team comprised of the Deputy Director for the Bureau of Finance and Administration as the chairperson, the Commission Auditor, the Deputy Director for the bureau involved, and the Assistant Attorney General in Charge of the Transportation Division, as the legal advisor.

Equipment Specifications and Rentals: An annual list of equipment proposed to be used on the state trunkline system by the Municipality forwarded to the Department with the hourly rates of each piece of equipment, for which rates may be modified by the Municipality based on their equipment experience.

Equipment Questionnaire: A report prepared by the Municipality and forwarded to the Department to substantiate the previous year's actual equipment costs.

Michigan State Transportation Commission: The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical

assistance, and overseeing the administration of state and federal funds allocated for these programs.

Office of Commission Audit (OCA): The Office of Commission Audit reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is charged with the overall responsibility to supervise and conduct auditing activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

Region Engineer: The Department's designated chief engineer (or designee) responsible for the oversight of each MDOT region.

Schedule C Equipment Rental Rates: The Department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment calculated from the average costs submitted by each agency in the Equipment Questionnaire.

Small Hand Tools: Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

State Administrative Board: The State Administrative Board consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capitol outlay process, and the settlement of small claims against the state.

State Trunkline Highway: A road, highway, or freeway under the jurisdiction of the Department, and usually designated with an M, US, or I preceding the route number.

Winter maintenance: Maintenance operations centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and safe driving surface under winter conditions. The work codes (PCA codes) that define the budget line items for winter maintenance are:

14100: Winter maintenance

14400: Winter road patrol (*See winter maintenance patrol above*)

14900: Other winter maintenance (*Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends*)

This work includes all material costs required to conduct work under the above PCA codes.

APPENDIX B

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

OVERHEAD SCHEDULE

Effective October 1, 2014, through September 30, 2019

Set forth below is the table of allowable percentages for Overhead, Supervision, and Expense of Small Tools paid by the Michigan Department of Transportation in connection with state trunkline highways maintenance contracts. Small tool expense includes tarpaulin, barricades, hand sanders, torches, flags, picks, shovels, saws, axes, wheelbarrows and other tools up to seventy five dollars in value for each tool, except for those units presently classified in the Equipment Rental Rate Book.

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to \$25,000 _____	10.50 _____	.50 _____	11.00
\$25,001 to \$50,000 _____	9.65 _____	.50 _____	10.15
\$50,001 to \$75,000 _____	8.75 _____	.50 _____	9.25
\$75,001 to \$100,000 _____	7.85 _____	.50 _____	8.35
\$100,001 and over _____	7.00 _____	.50 _____	7.50

APPENDIX C
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX D

STATE ADMINISTRATIVE BOARD

RESOLUTION 2011-2

PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS
AND
RESCISSION OF RESOLUTIONS 2003-2 and 2005-2

WHEREAS, the State Administrative Board ("Board") exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2 of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2003-1 on March 4, 2003, lowering the threshold for Board approval of all new contracts, grants and amendments to \$25,000 or more for the purchase of materials or services unless specifically approved by the Governor, and simultaneously adopted Resolution 2003-2 setting forth certain exceptions to Resolution 2003-1;

WHEREAS, the Board has adopted Resolution 2011-1, raising the threshold for Board approval of all new contracts and grants to \$250,000 or more and of all amendments to \$125,000 or more, and rescinding Resolution 2003-1;

WHEREAS, the Michigan Department of Transportation ("MDOT") is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation's Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration and Federal Aviation Administration, which oversee MDOT's administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in: postponement of payments to subcontractors and suppliers; work slow downs and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2003-2 is rescinded.
2. Resolution 2005-2 is rescinded.
3. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.
4. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceeds 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.
5. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$250,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.
6. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$125,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and the sum of all amendments executed after the most recent Board approval total \$125,000 or more.
7. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$250,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

8. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider.

9. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

10. MDOT may enter into a contract in connection with the award of a grant, including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

11. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

12. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

13. Notwithstanding any provision of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective _____, 2011.



APPENDIX E

SUBCONTRACT REQUIREMENTS

SUMMARY OF STATE ADMINISTRATIVE BOARD REQUIREMENTS FOR AMENDMENTS (PREVIOUSLY REFERRED TO AS OVERRUNS, EXTRA'S AND ADJUSTMENTS)

Administrative Board Resolution (2011-2, August 30, 2011)

Amendments

Amendment Amount	Subcontract Requirements:	State Administrative Board Approval
\$124,999 or less	<ul style="list-style-type: none">• Prior to start of work, Region Engineer verbal approval required.• Documentation of amendment is required by the Municipality. A revised Form 426 must be completed and signed by the Region Engineer.• A copy of the approved Form 426 is sent to the Operations Field Services Division Contract Administrator.	Not required
\$125,000 or greater	<ul style="list-style-type: none">• Documentation of amendment is required by the Municipality A revised Form 426 must be completed and signed by the Region Engineer.• When amendment amount and sum of all previous amendments total \$125,000 or greater, the Form 426 packet is sent to the Operations Field Services Division Contract Administrator. 2.State Administrative Board (SAB) approval is required prior to the start of work.	Required

Definition of Term: Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra's or adjustments.



STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

RICK SNYDER
GOVERNOR

KIRK T. STEUDLE
DIRECTOR

APPENDIX F

SAMPLE: Letter of Understanding

Date

Contract Agency Name
Address
Contact Person, Title

**RE: Clarification of State Trunkline Maintenance Contract between Michigan
Department of Transportation (MDOT) and the (insert name of contract agency)**

Dear _____:

This Letter of Understanding is in follow up to our recent meeting held on _____ and will serve as a reference to clarify the Scope of Work set forth in Section 2, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City of _____. The work activities are to be conducted by the City as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract.

Subcontracting of any work activities shall be in accordance to Section 9 of the Contract.

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name
Maintenance Engineer
MDOT ____ TSC

APPROVED BY:

City of _____ agrees to the terms and conditions stated in this agreement.

Dated this ____ day of _____, 2014

Name, Title

APPROVED BY:

Region Engineer
Michigan Department of Transportation

Date _____

APPENDIX G
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

(Revised October 1, 2005)

APPENDIX H

Assurances that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR § 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

APPENDIX I

Non-Winter Maintenance Activity & Level of Service Priority

For the purposes of defining priority levels, the following guidance is suggested:

"Critical" work activities are those which address conditions in the infrastructure that pose an imminent threat to public health and safety. This would include instances in which defects or damage currently exist and must be repaired to restore the infrastructure to a safe operating condition. Examples may include filling existing potholes, repairing significantly damaged guardrail, grading shoulders with an edge drop in excess of 1 ½ inches or replacing a collapsed culvert.

"High Priority" work activities are those which address serious deficiencies in the condition of the infrastructure which, in the professional judgment of the Region and TSC management, could lead to defects or damage in the near future that would seriously impact public health and safety if they are not addressed now. Examples may include repairing significantly deteriorated pavement joints and cracks or repairing culverts with section loss.

"Routine/Preventive" work activities are those which address the condition of the infrastructure in such a way as to maintain or prevent the condition from deteriorating to serious condition. Examples may include sealing pavement cracks, grading shoulders, cleaning culverts and ditches, and brushing.

Priority Group 1:

Traffic Signal Energy
Facility Utilities
Freeway Lighting Energy
Operation of Pump Houses
Operation of Movable Bridges
Auto Liability Insurance (county contracts)
Supervision (county contracts)
Roadway Inspection (minimum acceptable level- county contracts)
Billable Construction Permits
Equipment Repair and Servicing
Fuel
Critical Surface Maintenance
Critical Guardrail Repair
Critical Sign Replacement
Critical Drainage Repair
Critical Traffic Signal Repair
Critical Freeway Lighting Repair
Critical Response to Traffic Incidents (to assist in traffic control, facility restoration)

Critical Drainage Area Sweeping (to prevent roadway flooding)
Critical Structural Maintenance on Bridges
Critical Pump House Maintenance
Critical Shoulder Maintenance (to address shoulder drops greater than 1 ½")
Critical Impact Attenuator Repair
Clear Vision Area Mowing
Removal of Large Debris and Dead Animals (from the traveled portion of the roadway)
Rest Area and Roadside Park Maintenance

Priority Group 2:

High Priority Surface Maintenance
High Priority Guardrail Repair
High Priority Sign Replacement
High Priority Drainage Repair
High Priority ROW Fence Repair
High Priority Shoulder Maintenance
High Priority Structural Maintenance
Adopt-A-Highway
Youth Corps in designated urban areas
Mowing (First Cycle)
Freeway Slope Mowing in designated urban areas
Litter Pickup in designated urban areas
Graffiti Removal in designated urban areas
Freeway Lighting Maintenance & Repair

Priority Group 3:

Mowing (Additional Cycles)
Brushing
Sweeping, beyond critical drainage areas
Litter Pickup, outside designated urban areas
Graffiti Removal, outside designated urban areas
Routine/Preventive Surface Maintenance
Routine/Preventive Guardrail Repair
Routine/Preventive Sign Replacement
Routine/Preventive Drainage Repair
Routine/Preventive Shoulder Maintenance
Routine/Preventive Structural Maintenance
Routine/Preventive Pump House Maintenance
Routine/Preventive Traffic Signal Maintenance
Youth Corps outside of designate urban areas
Non-motorized path maintenance



CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425
WARREN, MI 48093-5289
(586) 574-4600
FAX (586) 574-4614
www.cityofwarren.org

October 5, 2015

Mr. Scott C. Stevens
Council Secretary
City of Warren, Michigan

Re: Request for an Increase in Budgeted Revenues and Appropriations – 37th
District Court

Dear Sir:

In his correspondence dated September 16, 2015, the Drug Court Program Director/Coordinator requests an increase in budgeted revenues and appropriations in the amount of \$180,000.00 to account for the receipt of a grant from the Michigan Drug Court Grant Program (MDCGP).

A copy of an amending budget resolution is attached for Council action.

Respectfully,


Renee Rezak
Budget Director

Approved: _____


James R. Fouts, Mayor

cc: Rob Maleszyk
Thomas Jekielek

RESOLUTION AMENDING FISCAL 2016 BUDGET

A _____ Meeting of the City Council of the City of Warren, County of Macomb, Michigan held _____, 2015, at 7:00 o'clock p.m. Eastern _____ Time in the Council Chambers at the Warren Community Center.

PRESENT: Council Members _____

ABSENT: Council Members _____

The following preamble and resolution were offered by Council Member _____ and supported by Council Member _____.

WHEREAS, the budget for fiscal year July 1, 2015 to June 30, 2016 was adopted by Council on May 12, 2015, and

WHEREAS, the Drug Court Program Director/Coordinator has indicated a need to this Council for an increase in budgeted revenues and appropriations in the amount of \$180,000.00 to account for the receipt of a grant from the Michigan Drug Court Grant Program (MDCGP);

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the original General Appropriation Resolution for the Fiscal 2016 Budget, approves the additional revenues and appropriation of funds to the following budget line items in the General Fund in the amount of \$180,000.00.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Increase Revenues:</u>		
101-080-53690	Michigan Drug Court Grant FY16	<u>\$180,000.00</u>
<u>Increase Appropriations:</u>		
1136-82243	Michigan Drug Court Grant Expense FY16	<u>\$180,000.00</u>

BE IT FURTHER RESOLVED, that the City Council hereby revises the estimated revenues and appropriations for the General Fund Budget for fiscal 2016 in the amount of \$180,000.00.

AYES: Council Members _____

NAYS: Council Members _____

RESOLUTION DECLARED ADOPTED this ____ day of _____, 2015.

SCOTT C. STEVENS
Mayor Pro Tem
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)

) SS

COUNTY OF MACOMB)

I, PAUL WOJNO, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council at its meeting held on _____.

PAUL WOJNO
City Clerk

SEP 17 2015

Matthew Sabaugh
District Judge

Alternative Substance Abuse Program (A.S.A.P)

37th District Court
8300 Common Road, Room L10
Warren, MI 48093
TEL: (586) 574-4966
FAX: (586) 574-0445

Donna Vittiglio, LMSW
Case Manager
(586) 574-4961
Millie Murdock, MSW
Case Manager
(586) 574-4981

Thomas Jekielek, MA, LLP
Program Director/Coordinator
(586) 574-4944

September 16, 2015

Renee Rezak, Budget Director
City of Warren Controller's Office
One City Square, Suite 425
Warren, MI 48093-5289

RE: Creating a line item for the 2015-2016 Michigan Drug Court Grant Program (MDCGP) Grant.

Dear Ms. Rezak,

Enclosed please find a copy of the FY 2016 Drug Treatment Court Award Notification letter, dated 8-31-15, awarding the 37th District Court Adult Drug Court with a \$180,000.00 MDCGP Grant. This grant will become effective on 10-1-15.

Please create a line item for the \$180,000.00 MDCGP monies.

Thank you for your consideration in this matter.

Sincerely,



Thomas Jekielek, MA, LLP
Program Director/Coordinator



Michigan Supreme Court

State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, Michigan 48909
Phone (517) 373-0128

Dawn A. Monk
Chief Operating Officer

August 31, 2015

Honorable John M. Chmura, Chief Judge
37th District Court
Edward A. Rea Judicial Bldg.
8300 Common Rd.
Warren, MI 48093

Re: FY 2016 Michigan Drug Court Grant Program Award Notification
37th District Court - Adult District Drug Court

Dear Chief Judge Chmura:

I am pleased to inform you that your court has been awarded a grant in the amount of \$180,000 from the Michigan Drug Court Grant Program administered by the State Court Administrative Office (SCAO). This award is for the grant period October 1, 2015, through September 30, 2016.

Your court's FY 2016 contract will be e-mailed to your project director, Thomas Jekielek. The budget based on your court's actual award should be updated on WebGrants by October 30, 2015, and two original signed contracts should be returned by mail to SCAO by December 4, 2015.

Should you have any questions, please contact Jessica Parks at 517-373-6285, or by e-mail at parksj@courts.mi.gov.

Sincerely,

A handwritten signature in cursive script that reads "Dawn Monk".

Dawn A. Monk

cc: Jessica Parks, Trial Court Services Deputy Director
Deborah Green, Region I Administrator
Robert Curtis, Court Administrator
Thomas Jekielek, Drug Court Project Director



CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425
WARREN, MI 48093-5289
(586) 574-4600
FAX (586) 574-4614
www.cityofwarren.org

October 5, 2015

Mr. Scott C. Stevens
Council Secretary
City of Warren, Michigan

Re: Request for an Increase in Budgeted Revenues and Appropriations – 37th
District Court

Dear Sir:

In his correspondence dated September 16, 2015, the Drug Court Program Director/Coordinator requests an increase in budgeted revenues and appropriations in the amount of \$325,000.00 to account for the receipt of a Federal Substance Abuse and Mental Health Services Administration Grant.

A copy of an amending budget resolution is attached for Council action.

Respectfully,

A handwritten signature in cursive script that reads "Renee Rezak".

Renee Rezak
Budget Director

Approved: _____

A handwritten signature in cursive script that reads "James R. Fouts".
James R. Fouts, Mayor

cc: Rob Maleszyk
Thomas Jekielek

RESOLUTION AMENDING FISCAL 2016 BUDGET

A _____ Meeting of the City Council of the City of Warren, County of Macomb, Michigan held _____, 2015, at 7:00 o'clock p.m. Eastern _____ Time in the Council Chambers at the Warren Community Center.

PRESENT: Council Members _____

ABSENT: Council Members _____

The following preamble and resolution were offered by Council Member _____ and supported by Council Member _____.

WHEREAS, the budget for fiscal year July 1, 2015 to June 30, 2016 was adopted by Council on May 12, 2015, and

WHEREAS, the Drug Court Program Director/Coordinator has indicated a need to this Council for an increase in budgeted revenues and appropriations in the amount of \$325,000.00 to account for the receipt of a grant from the Substance Abuse and Mental Health Services Administration (SAMHSA);

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the original General Appropriation Resolution for the Fiscal 2016 Budget, approves the additional revenues and appropriation of funds to the following budget line items in the General Fund in the amount of \$325,000.00.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Increase Revenues:</u>		
101-080-53689	Substance Abuse Grant FY16	<u>\$325,000.00</u>
<u>Increase Appropriations:</u>		
1136-70716	Temporary Employees – Drug Court	\$107,142.00
1136-71500	Social Security	8,196.00
1136-82242	Substance Abuse Court Grant Expense FY16	<u>209,662.00</u>
		<u>\$325,000.00</u>

BE IT FURTHER RESOLVED, that the City Council hereby revises the estimated revenues and appropriations for the General Fund Budget for fiscal 2016 in the amount of \$325,000.00.

AYES: Council Members _____

NAYS: Council Members _____

RESOLUTION DECLARED ADOPTED this ____ day of _____, 2015.

SCOTT C. STEVENS
Mayor Pro Tem
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)

) SS

COUNTY OF MACOMB)

I, PAUL WOJNO, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council at its meeting held on _____.

PAUL WOJNO
City Clerk

SEP 17 2015

Matthew Sabaugh
District Judge

Alternative Substance Abuse Program (A.S.A.P)

37th District Court
8300 Common Road, Room L10
Warren, MI 48093
TEL: (586) 574-4966
FAX: (586) 574-0445

Donna Vittiglio, LMSW
Case Manager
(586) 574-4961
Millie Murdock, MSW
Case Manager
(586) 574-4981

Thomas Jekielek, MA, LLP
Program Director/Coordinator
(586) 574-4944

September 16, 2015

Renee Rezak, Budget Director
City of Warren Controller's Office
One City Square, Suite 425, Warren, MI, 48093-5289

**RE: Creating line items for 2015-2016 Substance Abuse and Mental Health
Services Administration (SAMHSA) Federal Grant**

Dear Ms. Rezak,

Enclosed please find a copy of the Notice of Award letter, dated 9-8-15, awarding the 37th District Court with a \$325,000 SAMHSA Federal Grant. The said grant will become effective on 9-30-15.

I am requesting that \$107,142.00 of the SAMHSA Grant monies be placed in our temporary employee account #1136-70716. I am also requesting that \$8,196.00 of the SAMHSA monies be placed in temporary account #1136-71500 for the fringes. Please create a line item for the remaining \$209,662.00 of the SAMHSA monies.

Thank you for your consideration in this matter.

Sincerely,



Thomas Jekielek, MA, LLP
Program Director/Coordinator



Grant Number: 1H79TI026132-01
FAIN: TI026132

Program Director:
Thomas Jekielek

Project Title: 37th District Court Adult Drug Court Service Enhancement Program

Grantee Address	Business Address
MACOMB COUNTY DISTRICT COURT, 37-A 37th District Court Drug Court 8300 Common Road Warren, MI 480932382	City of Warren/37th District Court Assistant City Controller One City Square Warren, MI 48093

Budget Period: 09/30/2015 – 09/29/2016
Project Period: 09/30/2015 – 09/29/2018

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$325,000 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to MACOMB COUNTY DISTRICT COURT, 37-A in support of the above referenced project. This award is pursuant to the authority of Section 509 of the Public Health Service Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,

Eileen Bermudez
Grants Management Officer
Division of Grants Management

See additional information below

SECTION I – AWARD DATA – 1H79TI026132-01

Award Calculation (U.S. Dollars)

Salaries and Wages	\$107,142
Fringe Benefits	\$8,196
Personnel Costs (Subtotal)	\$115,338
Consortium/Contractual Cost	\$201,667
Travel Costs	\$7,995
Direct Cost	\$325,000
Approved Budget	\$325,000
Federal Share	\$325,000
Cumulative Prior Awards for this Budget Period	\$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$325,000

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
1	\$325,000
2	\$325,000
3	\$325,000

*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number: 93.243
EIN: 1386006931A1
Document Number: 15TI26132A
Fiscal Year: 2015

IC	CAN	Amount
TI	C96N532	\$325,000

IC	CAN	2015	2016	2017
TI	C96N532	\$325,000	\$325,000	\$325,000

TI Administrative Data:

PCC: DCT-AD / OC: 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 1H79TI026132-01

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 1H79TI026132-01

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:

Additional Costs

SECTION IV – TI Special Terms and Conditions – 1H79TI026132-01**REMARKS:**

As a reminder all SAMHSA official notifications will be electronically mailed to your organization's Business Official address as identified in the HHS Checklist, Part C.

This award reflects approval of the budget submitted on March 15, 2015 as part of the application.

SPECIAL TERMS OF AWARD:

DOMA - "On June 26, 2013, in *United States v. Windsor*, the Supreme Court held that section 3 of the Defense of Marriage Act (DOMA), which prohibited federal recognition of same-sex spouses/marriages, was unconstitutional. As a result of that decision, SAMHSA is no longer prohibited from recognizing same sex marriages. Consistent with HHS policy and the purposes of SAMHSA programs, same-sex spouses/marriages are to be recognized in SAMHSA Treatment Drug Courts Program. This means that, as a recipient of SAMHSA Treatment Drug Courts funds you are required to treat as valid the marriages of same-sex couples whose marriage was legal when entered into. This applies regardless of whether the couple now lives in a jurisdiction that recognizes same-sex marriage or a jurisdiction that does not recognize same-sex marriage. Any same-sex marriage legally entered into in one of the 50 states, the District of Columbia, a U.S. territory or a foreign country will be recognized. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under state law as something other than a marriage."

Disparity Impact Statement (DIS):

By November 30, 2015, you must:

Submit an electronic copy of a disparity impact statement to the Government Project Officer (GPO) and Grants Management Specialist (GMS) as identified under Contacts on this notice of award. The disparity impact statement should be consistent with information in your application regarding access, *service use and outcomes for the program and include three components as described below. Questions about the disparity impact statement should be directed to your GPO. Examples of disparity impact statements can be found on the SAMHSA website at <http://samhsa.gov/grants/grants-management/disparity-impact-statement>.

*Service use is inclusive of treatment services, prevention services as well as outreach, engagement, training and/or technical assistance activities.

The disparity impact statement, in response to the Special Term of Award, consists of three components:

1. Proposed number of individuals to be trained by subpopulations in the grant implementation area should be provided in a table that covers the entire grant period. The disparate population(s) should be identified in a narrative that includes a description of the population and rationale for how the determination was made.
2. A quality improvement plan for how you will use your program (GPRA) data on access, use and outcomes to monitor and manage program outcomes by race, ethnicity and LGBT status, when possible. The quality improvement plan should include strategies for how processes and/or programmatic adjustments will support efforts to reduce disparities for the identified sub-populations.
3. The quality improvement plan should include methods for the development and implementation of policies and procedures to ensure adherence to the Enhanced Culturally and Linguistically Appropriate Services (CLAS) Standards and the provision of effective care and services that are responsive to:
 - a. Diverse cultural health beliefs and practices;
 - b. Preferred languages; and
 - c. Health literacy and other communication needs of all sub-populations within the proposed geographic region.

SPECIAL CONDITION OF AWARD:

By October 30, 2015 you must submit the requested information to the grants management specialist and government project officer.

The application submitted received a marginal rating for Section E. Data Collection and Performance Measurement. Reviewers noted that the grantee:

- Does not present a plan for data collection, management, analysis, and reporting.
- Does not address required performance measures.
- Does not provide sufficient detail regarding the quality improvement process.
- Does not provide sufficient detail on its ability to conduct the local performance assessment.
- Does not provide sufficient detail regarding the Evaluator position and duties.

To ensure the grantee meets acceptable standards for this section, you must submit the following information to the grants management specialist and government project officer:

- Provide a plan for data collection, management, analysis, reporting of required performance measures, and the quality improvement process.
- Provide details on how the local performance assessment will be conducted.
- Provide more information on the duties of the Evaluator on this program.

Failure to comply with the above stated Special Condition(s) may result in your grant being placed on high risk, suspension and/or termination or denial of funding in the future.

STANDARD TERMS OF AWARD:

Refer to the following SAMHSA website for Standard Terms of Award:
<http://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions> **(NEW)**

Key staff (or key staff positions, if staff has not been selected) are listed below:

Thomas Jekielek, Project Director @ 100% level of effort

All changes in key staff including level of effort must be sent electronically to the GPO including a biographical sketch and other documentation and information as stated above who will make a recommendation for approval or disapproval to the assigned Grants Management Specialist. Only the GMO, SAMHSA may approve Key Staff Changes.

REPORTING REQUIREMENTS:

Submission of a Programmatic Semi-annual Report is due no later than the dates as follows:

1st Report – April 30, 2016
2nd Report – October 31, 2016

**Please submit your Programmatic Semi-annual Report to
DGMPProgressReports@samhsa.hhs.gov and copy your Program Official.
(HARD COPIES SUBMISSION IS NOT REQUIRED)**

Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this award or denial of funding in the future.

All responses to special terms and conditions of award and post award requests may be electronically mailed to the Grants Management Specialist and to the Program Official as identified on your Notice of Award.

It is essential that the Grant Number be included in the SUBJECT line of the email.

CONTACTS:

Kenneth Robertson, Program Official
Phone: (240) 276-1621 **Email:** kenneth.roberston@samhsa.hhs.gov **Fax:** (240) 276-2970

Helen Zhou, Grants Specialist
Phone: (240) 276-2482 **Email:** helen.zhou@samhsa.hhs.gov **Fax:** (240) 276-2410



CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425
WARREN, MI 48093-5289
(586) 574-4600
FAX (586) 574-4614
www.cityofwarren.org

SEPTEMBER 24, 2015

TO: MR. SCOTT C. STEVENS, SECRETARY, WARREN CITY COUNCIL
SUBJECT: TRI-W-9295 - AWARD RECOMMENDATION TO FURNISH AND INSTALL MODULAR FURNITURE FOR THE 37TH DISTRICT COURT THROUGH THE NATIONAL IPA COOPERATIVE CONTRACT (#P10-004)

The Purchasing Division concurs with the 37th District Court and recommends that City Council award the purchase and installation of modular furniture for the 37th District Court to Office Products Outlet, Inc., 2033 North Highway, Flint, MI 48506 through the National IPA Contract with Kimball Office (Contract #P10-004) for a total of \$13,397.15.

The 37th District Court is seeking to re-configure three offices that are located in the 37th District Court's Financial Department. In addition, the Court is creating a public document access center with two workstations and two computers for public access to electronically stored court records.

The Court currently uses Kimball Office modular furniture and, with this purchase, will maintain a level of consistency throughout the Court offices.

Office Products Outlet, Inc. is an authorized dealer of Kimball Modular Office Furniture. Office Products Outlet, Inc. will be responsible for providing all of the necessary components to assemble the cubicles in the fashion desired by the 37th District Court.

Funds are available in the following Account: 9410-97400.

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:	<i>Renee Peak</i>	10/5/15
Controller:	<i>Bob [unclear]</i>	10/5/15
MAYOR:	<i>[unclear]</i>	10/12/15



Systems Furniture, Free – Standing Furniture, File Systems/Equipment,
Related Products and Services
Executive Summary

Lead Agency: County of DuPage, IL
RFP Issued: October 19, 2010
Date Open: December 8, 2010

Solicitation: RFP P10-004
Pre-Proposal Date: November 3, 2010
Proposals Received: 4

Kimball® Office

Awarded to:

The County of DuPage, IL Department of Procurement issued RFP P10-004 on October 19, 2010 to establish a national cooperative contract for systems furniture, freestanding furniture, file system and equipment, and related products and services.

Notice of the solicitation was advertised in the following:

- County of DuPage Illinois Department of Procurement website
- Onvia DemandStar
- Hawaii Tribune–Herald, HI
- Daily Journal of Commerce, OR
- The State – SC
- News Tribune – WA
- National IPA website

On December 8, 2010 proposals were received from the following offerors:

- Kimball Office
- National Office Furniture
- Office Depot
- Richard Wilcox Incorporated (Aurora Storage Products)

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP the committee invited all proposers to participate in an interview. Following the interviews, requests for revised offers were sent to the offerors.

The evaluation committee evaluated the revised offers, interviews and the relative strengths and weaknesses of each proposal with regard to the evaluation criteria established in the RFP. As a result, the committee recommended entering negotiations with the intent to award a contract to Kimball Office, National Office Furniture, Office Depot for HON and Richard Wilcox Incorporated for Aurora Storage Products. The County of DuPage, National IPA and the offerors successfully negotiated contracts, the County of DuPage passed the resolutions on February 22, 2011 with a contract effective dates of April 1, 2011.

Kimball®Office

Contract includes: Systems, freestanding, seating, filing, tables, and related equipment and support services such as design and installation.

Term:

Initial three year agreement from April 1, 2011 through March 31, 2014, with option to renew for two (2) additional one-year periods through March 31, 2016.

Pricing/Discount:

Pricing is a discount off list price and discounts vary by size of order and delivery requirements. Discounts for orders over \$250,000 are negotiable.

The discount matrix may be viewed [HERE](#).

Ordering/Delivery/Installation:

Kimball Office authorized dealers nationwide assist with selection, specification, delivery and installation. Kimball Office regional showrooms throughout the United States have many products on-hand for an in person look at Kimball furniture solutions.

Other Action Item

14-15-279

Flp-005-15

AWARDING RESOLUTION TO KIMBALL OFFICE
TO EXERCISE THE OPTIONAL ONE-YEAR RENEWAL CLAUSE
FOR THE PERIOD OF APRIL 1, 2015 THROUGH MARCH 31, 2016

WHEREAS, pursuant to the agreement approved in Resolution #FI-0034-07 the County is authorized to work with National Intergovernmental Purchasing Alliance (National IPA) to secure multi-state volume purchasing contracts; and

WHEREAS, pursuant to that authorization the County issued its Request For Proposal #P10-004 (RFP) for a Master Contract Agreement for Systems Furniture, Free-Standing Furniture, Seating, Filing Systems/Equipment and Related Products and Support Services; and

WHEREAS, Resolution Flp-002-11 was approved and adopted by the County Board on February 22, 2011 making an award under RFP #P10-004 designating Kimball Office, 1600 Royal Street, Jasper, IN 47549 as a chosen vendor for national contracts; and

WHEREAS, the terms and conditions of RFP #10-004 allow for one (1) optional one-year renewal period provided there is no change in the terms, conditions, specifications, and provided that such renewals are mutually agreed to by both parties; and

WHEREAS, the County and Kimball Office are both agreeable to exercising the final optional one-year renewal period.

NOW THEREFORE BE IT RESOLVED, the award designating Kimball Office, 1600 Royal Street, Jasper, IN 47549, as a chosen vendor for national contracts is hereby renewed for the one (1) year period of April 1, 2015 through March 31, 2016.

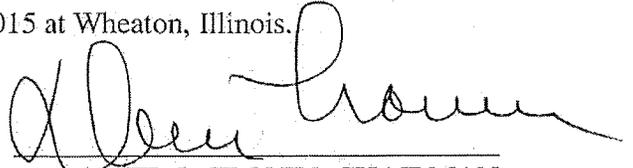
BE IT FURTHER RESOLVED, that the County and other authorized members of the National IPA may order Systems Furniture, Free-Standing Furniture, Seating, Filing Systems /Equipment and Related Products and Support Services pursuant to this award from the list price books which are available for inspection in the Procurement Services Division. Each County order shall be approved pursuant to the County Procurement Ordinance OFI-005F-99 and any amendments thereto.

Other Action Item

14-15-279

BE IT FURTHER RESOLVED, that the County Clerk transmit copies of this resolution and any documents attached and made a part hereof, to the National IPA, 725 Cool Springs Boulevard, Suite 100, Franklin, TN 37067 and to Kimball Office, 1600 Royal Street, Jasper, IN.

Enacted and approved this 10th day of March, 2015 at Wheaton, Illinois.



DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: 
PAUL HINDS, COUNTY CLERK

Ayes: 15
Absent: 3



2033 North Dort Highway Flint MI 48506-2958
Telephone: 810-232-4447 Fax: 810-232-4615

Bill To:

David Anderer
City Of Warren
One City Square Suite 320
Warren MI 48093-5284
P: 586-574-4508

Ship To:

David Anderer
City Of Warren
One City Square
Warren MI 48093-5284

Date: 8/25/2015
Rep: Joe Kirschner
810-232-4447
joe@opo-us.com

Area	Sell Price
MEDIATION ROOM 2	\$1,163.94
OFFICE L106	\$3,980.39
OFFICE L107	\$3,592.31
OFFICE L108	\$3,265.51
DESIGN, DELIVERY, INSTALLATION AND REMOVAL OF DEBRIS	\$1,395.00
Total:	\$13,397.15

QTY	MFG	PART NO.	DESCRIPTION	UNIT SELL	EXT SELL
1	KIM	TTWMT72	TRAXX,72W,EXTRUSION,SET OF TWO STANDARD GROUP M,METALLIC PLATINUM METALLIC	\$110.18	\$110.18
2	KIM	TTET02	TRAXX,2H,SINGLE END TRIM STANDARD GROUP M,METALLIC PLATINUM METALLIC	\$12.32	\$24.64
1	KIM	TTCS	TRAXX,FASTENER CONCEALMENT,PLASTIC	\$16.96	\$16.96
1	KIM	FIT6037A	TRAXX,60WX37H,TILE,ACOUSTICAL YES GRADE A REPETITION REED	\$132.16	\$132.16
1	KIM	53K3072WBSL	PRIORITY,SURFACE,BENCHING,RECTANGULAR,LAMINATE 1/8" MOLDED PVC NO GROMMET STANDARD GROUP 1 TRIBECA TRIBECA	\$214.70	\$214.70
1	KIM	53K2442WBSL3	PRIORITY,SURFACE,BENCHING,RECTANGULAR,LAMINATE, WIRE MANAGER 1/8" MOLDED PVC NO GROMMET STANDARD GROUP 1 TRIBECA TRIBECA CINDER	\$134.90	\$134.90
1	KIM	53K2472WBSL3	PRIORITY,SURFACE,BENCHING,RECTANGULAR,LAMINATE, WIRE MANAGER 1/8" MOLDED PVC NO GROMMET STANDARD GROUP 1 TRIBECA TRIBECA CINDER	\$204.25	\$204.25
1	KIM	53KE3018SESL	PRIORITY,END SUPPORT FOR SINGLE PED DESK,LH,LAMINATE TRIBECA	\$198.55	\$198.55
1	KIM	53KE2418SESRL	PRIORITY,END SUPPORT FOR CREDENZA,RIGHT,LAMINATE TRIBECA	\$190.00	\$190.00

1	KIM	53K3628MPHL	PRIORITY,HINGE MODESTY PANEL,LAM NO GROMMET TRIBECA	\$105.45	\$105.45
4	KIM	IBF1	FOOTPRINT,SURFACE,FLAT BRACKET	\$3.52	\$14.08
1	KIM	53KE3015PUBBFSL	PRIORITY,PEDESTAL,UNDERSURFACE,BBF,SPACERS,LAMIN ATE STUDIO,PLATINUM METALLIC SPECIFY CORE SEPARATELY TRIBECA TRIBECA TRIBECA	\$388.08	\$388.08
1	KIM	53KE2415PUFFSL	PRIORITY,PEDESTAL,UNDERSURFACE,FF,SPACERS,LAMINA TE STUDIO,PLATINUM METALLIC SPECIFY CORE SEPARATELY TRIBECA TRIBECA TRIBECA	\$357.20	\$357.20
1	KIM	53K6019SOHTL	PRIORITY,OVERHEAD,HINGED,TRAXX MNT,LAMINATE DR,LAMINATE SPECIFY CORE SEPARATELY TRIBECA TRIBECA	\$560.98	\$560.98
1	KIM	KSU49TL	SYSTEMS,49W,TASK LIGHT	\$84.16	\$84.16
1	KIM	TTVCM20N	TRAXX,19-1/2H,VERTICAL CABLE MANAGER,FABRIC GRADE A REPETITION REED	\$13.44	\$13.44
1	KIM	53K3667BCOSSFL	PRIORITY,BOOKCASE,FREESTANDING,OPEN,STR SHELF,LAMINATE TRIBECA	\$441.28	\$441.28
4	KIM	KSCD106	UNIV,LOCK CORE-BLK,BLK HNGD KEY,KEY 106	\$7.04	\$28.16
1	GLB	2661-8	LOOVER, Mesh Back, High back, Weight Sensing Synchro-Tilter, Std Adj. Height & Width Lockable T-arms, M-Coal Black, Mesh Back Grade 04 Cumulus (colorscape) 1-Sepia A-(STD) Lockable, Adj. Armcap Slides Forward & Back, Pad Rotates F-(STD) Black Frame (STD) 4" Soft Descent Cylinder C-(STD) Black, 2" Dual-Wheel Caster (STD) (STD) RTA Code in Pricebook per Model	\$349.22	\$349.22
2	GLB	6656	ZOMA, Armchair, Wall Saver, Frame Welded Elliptical Oval Steel Tubing, Black Polypropylene Oval Glide, Stacks 4 high	\$206.00	\$412.00

Grade 04
Cumulus (colorscape)
1-Sepia
F-(STD) Black Frame
(STD) Black Glide
(STD) Outer Back Shroud not Required
(STD) RTA Code in Pricebook per Model

Area Total

\$3,980.39

QTY	MFG	PART NO.	DESCRIPTION	UNIT SELL	EXT SELL
1	KIM	TTWMT72	TRAXX,72W,EXTRUSION,SET OF TWO STANDARD GROUP M,METALLIC PLATINUM METALLIC	\$110.18	\$110.18
2	KIM	TTET02	TRAXX,2H,SINGLE END TRIM STANDARD GROUP M,METALLIC PLATINUM METALLIC	\$12.32	\$24.64
1	KIM	TTCS	TRAXX,FASTENER CONCEALMENT,PLASTIC	\$16.96	\$16.96
1	KIM	FIT6037A	TRAXX,60WX37H,TILE,ACOUSTICAL YES GRADE A REPETITION REED	\$132.16	\$132.16
1	KIM	53K3072WBSL	PRIORITY,SURFACE,BENCHING,RECTANGULAR,LAMINATE 1/8" MOLDED PVC NO GROMMET STANDARD GROUP 1 TRIBECA TRIBECA	\$214.70	\$214.70
1	KIM	53K2442WBSL3	PRIORITY,SURFACE,BENCHING,RECTANGULAR,LAMINATE, WIRE MANAGER 1/8" MOLDED PVC NO GROMMET STANDARD GROUP 1 TRIBECA TRIBECA CINDER	\$134.90	\$134.90
1	KIM	53K2472WBSL3	PRIORITY,SURFACE,BENCHING,RECTANGULAR,LAMINATE, WIRE MANAGER 1/8" MOLDED PVC NO GROMMET STANDARD GROUP 1 TRIBECA TRIBECA CINDER	\$204.25	\$204.25
1	KIM	53KE3018SESRL	PRIORITY,END SUPPORT FOR SINGLE PED DESK,RH,LAMINATE TRIBECA	\$198.55	\$198.55
1	KIM	53KE2418SESL	PRIORITY,END SUPPORT FOR CREDENZA,LEFT,LAMINATE TRIBECA	\$190.00	\$190.00

1	KIM	53K3628MPHL	PRIORITY,HINGE MODESTY PANEL,LAM NO GROMMET TRIBECA	\$105.45	\$105.45
4	KIM	IBF1	FOOTPRINT,SURFACE,FLAT BRACKET	\$3.52	\$14.08
1	KIM	53KE2415PUFFSL	PRIORITY,PEDESTAL,UNDERSURFACE,FF,SPACERS,LAMINA TE STUDIO,PLATINUM METALLIC SPECIFY CORE SEPARATELY TRIBECA TRIBECA TRIBECA	\$357.20	\$357.20
1	KIM	53K6019SOHTL	PRIORITY,OVERHEAD,HINGED,TRAXX MNT,LAMINATE DR,LAMINATE SPECIFY CORE SEPARATELY TRIBECA TRIBECA	\$560.98	\$560.98
1	KIM	KSU49TL	SYSTEMS,49W,TASK LIGHT	\$84.16	\$84.16
1	KIM	TTVCM20N	TRAXX,19-1/2H,VERTICAL CABLE MANAGER,FABRIC GRADE A REPETITION REED	\$13.44	\$13.44
1	KIM	53K3667BCOSSFL	PRIORITY,BOOKCASE,FREESTANDING,OPEN,STR SHELF,LAMINATE TRIBECA	\$441.28	\$441.28
4	KIM	KSCD107	UNIV,LOCK CORE-BLK,BLK HNGD KEY,KEY 107	\$7.04	\$28.16
1	GLB	2661-8	LOOVER-High back weight sensing synchro w/arms. Soft descent pneumatic seat height adjustment. GRADE 04 CUMULUS (COLORSCAPE) 1-SEPIA A-(STD) G5 ADJ ARM F-(STD) BLACK C-(STD) 2" DUAL-WHL CASTOR - BLCK M-COAL BLACK (STD) (STD) (STD) (STD)	\$349.22	\$349.22
2	GLB	6656	ZOMA-Armchair with wall saver frame. Stacks 4 high on the floor and on the dolly 2125ws GRADE 04 CUMULUS (COLORSCAPE) 1-SEPIA F-(STD) BLACK (STD) (STD) (STD)	\$206.00	\$412.00

Area Total

\$3,592.31

QTY	MFG	PART NO.	DESCRIPTION	UNIT SELL	EXT SELL
1	KIM	TTWMT72	TRAXX,72W,EXTRUSION,SET OF TWO STANDARD GROUP M,METALLIC PLATINUM METALLIC	\$110.18	\$110.18
2	KIM	TTET02	TRAXX,2H,SINGLE END TRIM STANDARD GROUP M,METALLIC PLATINUM METALLIC	\$12.32	\$24.64
1	KIM	TTCS	TRAXX,FASTENER CONCEALMENT,PLASTIC	\$16.96	\$16.96
1	KIM	FIT6037A	TRAXX,60WX37H,TILE,ACOUSTICAL YES GRADE A REPETITION REED	\$132.16	\$132.16
1	KIM	53K2442WBSL3	PRIORITY,SURFACE,BENCHING,RECTANGULAR,LAMINATE, WIRE MANAGER 1/8" MOLDED PVC NO GROMMET STANDARD GROUP 1 TRIBECA TRIBECA CINDER	\$134.90	\$134.90
1	KIM	53K2472WBSL3	PRIORITY,SURFACE,BENCHING,RECTANGULAR,LAMINATE, WIRE MANAGER 1/8" MOLDED PVC NO GROMMET STANDARD GROUP 1 TRIBECA TRIBECA CINDER	\$204.25	\$204.25
1	KIM	53KE3018SESRL	PRIORITY,END SUPPORT FOR SINGLE PED DESK,RH,LAMINATE TRIBECA	\$198.55	\$198.55
1	KIM	53KE2418SESL	PRIORITY,END SUPPORT FOR CREDENZA,LEFT,LAMINATE TRIBECA	\$190.00	\$190.00
4	KIM	IBF1	FOOTPRINT,SURFACE,FLAT BRACKET	\$3.52	\$14.08
1	KIM	53KE2415PUBBFL	PRIORITY,PEDESTAL,UNDERSURFACE,BBF,LAMINATE STUDIO,PLATINUM METALLIC SPECIFY CORE SEPARATELY TRIBECA	\$350.55	\$350.55

			TRIBECA		
1	KIM	53K6019SOHTL	PRIORITY,OVERHEAD,HINGED,TRAXX MNT,LAMINATE DR,LAMINATE SPECIFY CORE SEPARATELY TRIBECA TRIBECA	\$560.98	\$560.98
1	KIM	KSU49TL	SYSTEMS,49W,TASK LIGHT	\$84.16	\$84.16
1	KIM	TTVCM20N	TRAXX,19-1/2H,VERTICAL CABLE MANAGER,FABRIC GRADE A REPETITION REED	\$13.44	\$13.44
1	KIM	53K3667BCOSSFL	PRIORITY,BOOKCASE,FREESTANDING,OPEN,STR SHELF,LAMINATE TRIBECA	\$441.28	\$441.28
4	KIM	KSCD108	UNIV,LOCK CORE-BLK,BLK HNGD KEY,KEY 108	\$7.04	\$28.16
1	GLB	2661-8	LOOVER-High back weight sensing synchro w/arms. Soft descent pneumatic seat height adjustment. GRADE 04 CUMULUS (COLORSCAPE) 1-SEPIA A-(STD) G5 ADJ ARM F-(STD) BLACK C-(STD) 2" DUAL-WHL CASTOR - BLCK M-COAL BLACK (STD) (STD) (STD) (STD)	\$349.22	\$349.22
2	GLB	6656	ZOMA-Armchair with wall saver frame. Stacks 4 high on the floor and on the dolly 2125ws GRADE 04 CUMULUS (COLORSCAPE) 1-SEPIA F-(STD) BLACK (STD) (STD) (STD)	\$206.00	\$412.00
				Area Total	\$3,265.51

MEDIATION 2

QTY	MFG	PART NO.	DESCRIPTION	UNIT SELL	EXT SELL
1	KIM	36P364FN	XSITE,36WX4 HIGH,FRAME,NON-POWERED 2 NON-PUNCHED STANDARD GROUP 1,NON-METALLIC WALLABY	\$75.20	\$75.20
1	KIM	36P36MFS	XSITE,36W,MID-FRAME SUPPORT	\$12.80	\$12.80
1	KIM	36P36TCP	XSITE,36W,TOP CAP,PAINT CURVED STANDARD GROUP 1,NON-METALLIC WALLABY	\$8.00	\$8.00
1	KIM	36P4FCW	XSITE,4 HIGH,WALL MOUNT,CHANNEL STANDARD GROUP 1,NON-METALLIC WALLABY	\$27.84	\$27.84
1	KIM	36P4ETCP	XSITE,4 HIGH,END TRIM,PAINT CURVED STANDARD GROUP 1,NON-METALLIC WALLABY	\$29.12	\$29.12
6	KIM	36P36PMT	XSITE,36W,PANEL MOUNTED TRAXX STANDARD GROUP 1,NON-METALLIC WALLABY	\$11.84	\$71.04
2	KIM	36P362ITASC	XSITE,36W,2 HIGH,INSERT TILE,FABRIC,TACKABLE ACOUSTICAL GRADE A RAILROADED REPETITION REED	\$25.92	\$51.84
4	KIM	36P361ITASC	XSITE,36W,1 HIGH,INSERT TILE,FABRIC,TACKABLE ACOUSTICAL GRADE A RAILROADED REPETITION REED	\$12.48	\$49.92
2	KIM	SS2466WSSL3	FOOTPRINT,24DX66W,SURFACE,1 3/16T,STRAIGHT,LAM,WIRE MGR PF 1/8" MOLDED PVC STANDARD GROUP 1 SILICON EVOLV SANDSTONE SANDSTONE ---- ---- ---- ----	\$139.84	\$279.68

4	KIM	36WBSA	XSITE,WORKSURFACE BRACKET,EDGE,ADJUSTABLE	\$6.08	\$24.32
			STANDARD GROUP 1,NON-METALLIC WALLABY		
2	KIM	IF2427F	FOOTPRINT,24DX27H,SUPPORT,END PANEL,METAL	\$83.20	\$166.40
			STANDARD GROUP 1,NON-METALLIC WALLABY		
2	KIM	FBG	FOOTPRINT,GUSSET BRACKET FOR END PANEL	\$9.28	\$18.56
			STANDARD GROUP 1,NON-METALLIC WALLABY		
1	GLB	2661-8	LOOVER-High back weight sensing synchro w/arms. Soft descent pneumatic seat height adjustment. GRADE 04 CUMULUS (COLORSCAPE) 1-SEPIA A-(STD) G5 ADJ ARM F-(STD) BLACK C-(STD) 2" DUAL-WHL CASTOR - BLCK M-COAL BLACK (STD) (STD) (STD) (STD)	\$349.22	\$349.22
				Area Total	\$1,163.94
			DESIGN, DELIVERY, INSTALLATION AND REMOVAL OF DEBRIS	\$1,395.00	\$1,395.00
				Project Total:	\$13,397.15

State of Michigan

37th DISTRICT COURT



JOHN M. CHMURA
CHIEF JUDGE

MICHAEL C. CHUPA
CHIEF JUDGE PRO TEM

MATTHEW P. SABAUGH
DISTRICT JUDGE

SUZANNE L. FAUNCE
DISTRICT JUDGE

ROBERT J. CURTIS
COURT ADMINISTRATOR

Warren Division
8300 Common Road
Warren, Michigan 48093-2380
Phone: (586) 574-4900

Center Line Division
7070 East Ten Mile Road
Center Line, Michigan, 48015-1100
Phone: (586) 757-8333

September 23, 2015

Mr. Craig Treppa
Purchasing Department
City of Warren
One City Square
Warren, MI 48093

RE: OFFICE FURNITURE

Dear Mr. Treppa:

I am requesting authorization to purchase office furniture for three offices that the Court is reconfiguring as the 37th District Court Financials Department. In addition, the Court is creating a public document access center with workstations and computers for public access to electronically stored court records. The additionally requested furniture will furnish two public access workstations. Funds are available in account 1136-97400.

The brand of cubicles that we currently use in the 37th District Court is Kimball. Kimball is participating in a Communities contract through the National IPA and the contract agreement is Contract #10-004 and the CDA #30042 (Delivered and Installed). Contract term: April 1, 2011-March 31, 2016. The cost is \$13,397.

Please contact me if you have any questions, thank you for your cooperation.

Very Truly Yours,

A handwritten signature in blue ink, appearing to be "RJC", written over a circular stamp or watermark.

Robert J. Curtis
Court Administrator
37th District Court

RJC/kmz



DIVISION OF BUILDING MAINTENANCE

ONE CITY SQUARE, SUITE 105
WARREN, MI 48093-2388
(586) 574-4508
FAX (586) 574-4513
www.cityofwarren.org

September 21, 2015

To: Craig Treppa
Purchasing Agent

From: David Anderer
Superintendent
Building and Grounds Maintenance Division

Subject: Recommendation - Installation of new cubicles and desks in the 37th District Court under the National IPA

The 37th District Court has requested an additional cubicle work space for new employees. Three offices in the basement and the installation of two work stations for the public to access documents.

The brand of cubicles that we have in the 37th District Court is Kimball. Kimball is participating in a Communities contract through the National IPA and the contract agreement is Contract #10-004 and the CDA #30042 (Delivered and installed). Contract Term: April 1, 2011 – March 31, 2016.

The quote that I have received from Office Products Outlet is in the amount of \$13,397. The pricing is under the National IPA contract. This quote is to provide us with all the necessary components to assemble the cubicles in the fashion that we need and also covers the cost of installation.

It is the recommendation of the Building and Grounds Maintenance Division in conjunction with the Court to have Office Products Outlet provides and install new cubicles and desks in the Court utilizing the National IPA contract.

Respectfully,

A handwritten signature in black ink, appearing to read "D. Anderer".

David Anderer
Superintendent

A handwritten signature in blue ink, appearing to read "R. Curtis".

Robert Curtis
Court Administrator

RESOLUTION

Document No: TRI-W-9295

Product or Service: Modular Furniture

Requesting Department: 37th District Court

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____ Eastern Daylight Saving Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

Pursuant to Section 2-344 of the Code of Ordinances, the City may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, equipment, goods or services with one (1) or more public procurement units.

Upon performing a diligent inquiry, the 37th District Court Administrator has determined that is it necessary in the interests of the 37th District Court and the City, to purchase modular furniture pursuant to cooperative purchasing.

The 37th District Court recommends awarding the purchase of furnishing and installing modular furniture for the 37th District Court to Office Products Outlet, Inc. , 2033 North Highway, Flint, MI 48506 through the National IPA Cooperative Contract (#P10-0014) in the amount of \$13,397.15.

The purchasing agent has conducted a review and concurs with the cooperative purchasing.

Funds will be used from the following Account; 9410-97400.

THEREFORE, IT IS RESOLVED; that the cooperative purchase though Office Products Outlet, Inc. in the total amount of \$13,397.15 is hereby accepted by City Council.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

- Cooperative Bid Document
- Contract
- Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2015.

SCOTT C. STEVENS
Secretary of the Council
Mayor Pro Tem



COMMUNITY DEVELOPMENT

ONE CITY SQUARE, SUITE 210
WARREN, MI 48093
(586) 574-4686
FAX (586) 574-4685
www.cityofwarren.org

October 5, 2015

Scott C. Stevens, Council Secretary

RE: Change Order No. 1 - Contract with Mando Construction, Inc. for the Rehabilitation of a Single Family Home at 22001 Panama

On April 14, 2015, the Warren City Council approved execution of a contract with Mando Construction, Inc. for rehabilitation of a single-family home at 22001 Panama consistent with bid ITB-W-9040.

At this time, the Community Development staff is asking for approval of Change Order No. 1 (attached) in the amount of \$865. The purpose of the change order is to provide additional compensation for the removal of kitchen stack from inside the wall, cap at roof, rework new kitchen drain and studer vent, rework the laundry tub drain and add a studer vent and repair the walls. It also includes repairing the broken toilet flange in lower level bathroom.

Change Order No. 1 was reviewed by Jim Holz, Community Development Construction Contract Manager, who found the work to be necessary and the prices to be reasonable.

Approval of Change Order No. 1 will increase the contract amount from \$68,589 to \$69,454. Funding is available in the NSP 3 account to pay for the increased contract amount. It is requested that Change Order No. 1 to the contract with Mando Construction, Inc. for the rehabilitation of a single family home at 22001 Panama be considered at the October 13, 2015 meeting. The appropriate resolution is attached for your convenience. If you have any questions, please contact Gina Hensley at 574-4686.

Sincerely,

Lark L. Samouelian, Community Development Director

Read and Concur:

James R. Fouts, Mayor

Read and Approved as to Form:

Mary Michaels, Acting City Attorney

/glh

Contract Change Order

Date: October 13, 2015

Contract: ITB-W-9040 Agreement for the Rehabilitation of a Single Family Home at 22001 Panama ("the Contract")

Change Order No. 1

To: Mando Construction, Inc.
75 Layfayette
Mt. Clemens, MI 48043

ADDITIONAL WORK ITEMS: In addition to all obligations, work and services to be performed under the Contract, Mando Construction, Inc. shall perform the following:

ITEM 1) - During rehabilitation, it was necessary to remove the kitchen stack from inside the wall, cap it off at the roof, and repair the drywall.

ITEM 2) - During rehabilitation, it was necessary to re-work the new kitchen drain and add a studer vent, and repair the wall.

ITEM 3) - During rehabilitation, it was necessary to re-work the laundry tub drain and add a studer vent, and repair the wall.

ITEM 4) - During rehabilitation, it was necessary to repair the broken toilet flange in lower level bathroom.

Mando Construction, Inc. shall furnish all materials and labor required for the completion of the work described above, including all items incidental to, or necessary to, complete the work, even though not specifically mentioned. All work shall be performed in accordance with the Contract, the terms of which are incorporated by reference into this Change Order. This document shall become an amendment to the Contract, and all provisions of the Contract will apply.

AMENDED CONTRACT AMOUNT: The sum of \$865 is added to the current Contract Amount. The existing Contract Amount of \$68,589 will be increased to \$69,454 upon completion of the additional work items subject to this Change Order and the Contract.

Except for the amendments and/or additions set forth in this Change Order, all remaining parts, terms and conditions of the Contract, shall remain in full force and effect and be binding upon the parties.

This Change Order shall be effective upon execution.

Mando Construction, Inc.: _____ Date: _____
Jeff LaFleur, Owner

Community Development Program Director: _____ Date: _____
Lark L. Samouelian

Mayor: _____ Date: _____
James R. Fouts

Clerk: _____ Date: _____
Paul Wojno

**RESOLUTION
APPROVING CHANGE ORDER NO. 1 TO CONTRACT
ITB-W-9040 FOR 22001 PANAMA
NSP 3 REHABILITATION PROJECT**

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on October 13, 2015, at 7:00 p.m. Eastern Time at the Warren Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and resolutions were offered by Councilmember

_____ and supported by Councilmember _____:

The City of Warren is the recipient of Neighborhood Stabilization Program 3 (NSP3) Funds made available under Section 2301(b) of Division B of the Housing and Economic Recovery Act of 2008 (HERA) as amended and Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 (Dodd-Frank Act) and Title XII of Division A of the American Recovery and Reinvestment Act of 2009 (ARA) as amended.

NSP 3 funding has been allocated for the rehabilitation of a single family home at 22001 Panama and upon completion of the rehabilitation of the home will be sold to an income-eligible homebuyer.

On April 14, 2015 the City awarded a contract in the amount of \$68,589.00 to Mando Construction, Inc. for the rehabilitation of a single family home at 22001 Panama.

After the contract was executed the following unforeseen items were discovered:

- During rehabilitation, it was necessary to remove the kitchen stack from inside the wall, cap it off at the roof, and repair the drywall.
- During rehabilitation, it was necessary to re-work the new kitchen drain and add a studer vent, and repair the wall.
- During rehabilitation, it was necessary to re-work the laundry tub drain and add a studer vent, and repair the wall.
- During rehabilitation, it was necessary to repair the broken toilet flange in lower level bathroom.

Staff is requesting the following changes be made to the contract:

1. Mando Construction, Inc. was willing to remove the kitchen stack from inside the wall, cap it off at the roof, and repair drywall for a cost of \$425.00
2. Mando Construction, Inc. was willing to re-work the new kitchen drain, add a studer vent, and repair the wall for a cost of \$175.00.
3. Mando Construction, Inc. was willing to re-work the laundry tub drain, add a studer vent, and repair the wall for a cost of \$175.00.
4. Mando Construction, Inc. was willing to repair the broken toilet flange in lower level bathroom for a cost of \$90.00

The Community Development Construction Contract Manager, Jim Holz, determined that these changes are necessary and the prices reasonable.

The Mayor and the Community Development Staff recommend approval of Change Order No. 1 for the work summarized above in the total amount of \$865.00

Adequate funding is available in the NSP 3 account.

IT IS RESOLVED, that the Mayor and City Clerk are authorized to execute Change Order No. 1 to the contract with Mando Construction, Inc. for the rehabilitation of 22001 Panama, in such form that meets with the approval of the City Attorney, to provide for the changes to the work as specified above and to increase the contract amount by \$865.00 from \$68,589.00 to \$69,454.00.

AYES: Councilperson _____

NAYS: Councilperson _____

RESOLUTION DECLARED ADOPTED this 13th day of October, 2015.

SCOTT C. STEVENS
Secretary of the Council
Mayor Pro Tem

CERTIFICATION

STATE OF MICHIGAN)
)SS.
COUNTY OF MACOMB)

I, PAUL WOJNO, duly elected City Clerk for the City of Warren, Macomb County, Michigan, certify that the foregoing is a correct copy of the resolution adopted by the Warren City Council at its meeting held on October 13, 2015.

PAUL WOJNO
City Clerk



CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425
WARREN, MI 48093-5289
(586) 574-4600
FAX (586) 574-4614
www.cityofwarren.org

OCTOBER 2, 2015

TO: MR. SCOTT C. STEVENS, SECRETARY OF WARREN CITY COUNCIL

SUBJECT: RECOMMENDATION TO PURCHASE PARTS FOR DEPARTMENT OF PUBLIC WORKS (DPW) AND SANITATION DIVISION FROM SOLE SOURCE PROVIDER; SOL-W-9299.

The Purchasing Department in conjunction with the Public Service Department, recommends that City Council authorize the Purchase of G-S Products and Service from the sole source supplier, GSP Marketing, Inc., 322 Lavansville Road, Somerset, PA 15501 for a two-year period with the option to renew for three additional one-year periods in an annual amount not to exceed \$35,000.00.

DPW estimates that annually, \$35,000.00 will be needed for GS Products and service. G-S products specific parts will be used on the City's six sanitation GS recycler bodies.

Please see the attached sole source letter from GSP Marketing.

Funds for this purpose are available in the DPW Vehicle Maintenance Account: 1442-86300.

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		10/5/15
Controller:		10/5/2015
MAYOR:		10/16/15



322 Lavansville Road
Somerset, PA 15501

Phone 814-445-5866
Fax 814-443-4966

www.g-sproducts.com

September 28, 2015

City of Warren

To Whom It May Concern:

This memo is to notify you that GSP Marketing Inc. is the sole supplier for all Equipment, Parts, and Service for the City of Warren MI.

If you have any questions give me a call at 814-445-5866.

Thank you,

A handwritten signature in cursive script that reads 'Janie Hemminger'.

Janie Hemminger
VP of Operations

September 29, 2015

TO: Craig Treppa, Purchasing Agent

RE: G-S Products

Craig,

Attached is a letter from GSP Marketing as the sole supplier for G-S Products for parts and service. G-S Products specific parts are used on Sanitation GS recycler bodies which the City has six trucks.

I am recommending an award for manufacturer parts and service for a term of two years with an option to renew for three additional one year periods. Funding should not exceed \$35,000 a year, with funds available from account #1442-86300.

Sincerely,



Sean Clark
Associate Manager
Division of Public Works

Read and concur,



Gus Ghanam
Deputy Public Service Director
City of Warren

RESOLUTION

Document No: SOL-W-9299

Product or Service: G-S Parts and Service

Requesting Department: Department of Public Works (DPW)

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2015 at 7 p.m. Eastern Daylight Saving Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

Upon performing a diligent inquiry, the DPW Superintendent has determined that it is necessary in the interests of the *Public Service Department* and the City, to acquire parts and repair services for its six GS sanitation recycler bodies from the sole source.

GSP Marketing, Inc., 322 Lavansville Road, Somerset, PA 15501 is the sole source provider for G-S parts and service.

The Purchasing Agent has conducted a review and concurs with the sole procurement.

Funds are available annually in the following accounts:

Division of Public Works Account: 1442-86300 \$35,000.00

IT IS RESOLVED, that the sole source purchase though GSP Marketing, Inc. is hereby accepted by City Council for a two-year period, commencing on the official date

of City Council approval, with an option to renew for three additional one-year periods in an amount not to exceed \$35,000.00 annually.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

(check where applicable)

- Contract
- Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2015.

SCOTT C. STEVENS
Secretary of the Council
Mayor Pro Tem



CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425
WARREN, MI 48093-5289
(586) 574-4600
FAX (586) 574-4614
www.cityofwarren.org

OCTOBER 1, 2015

TO: MR. SCOTT C. STEVENS, SECRETARY, WARREN CITY COUNCIL
SUBJECT: AWARD OF BID RFP-W-9222 FOR GENERAL MOTORS (GM) DEALER PARTS AND SERVICE

The Purchasing Division concurs with the Department of Public Works (DPW) and recommends that RFP-W-9222; To Furnish GM Dealer Parts and Service, be awarded to the GM Dealers listed below, for a two year period, with the option to renew for four additional two year periods, in a total annual amount not to exceed \$75,000.00:

<u>TO</u>	<u>DESCRIPTION</u>
Hamilton Chevrolet 5800 14 Mile Road Warren, MI 48092	OEM GM Parts and Service for Light Duty Vehicles
Jefferson Chevrolet 2130 E. Jefferson Avenue Detroit, MI 48207	OEM GM Parts and Service for Light Duty and Medium Duty Vehicles
Rinke Chevrolet 26125 Van Dyke Center Line, MI 48015	OEM GM Parts and Service for Medium Duty Vehicles (To be used only if Jefferson Chevrolet is unable to meet the emergency needs of the City in a timely fashion.)

On Wednesday, August 19, 2015 at 1:00PM sealed proposals were publicly opened for RFP-W-9222, To Furnish GM Dealer Parts and Service. Invitations were sent to all GM Dealers that are located within a ten mile radius of the City of Warren (a total of twelve dealers). Two dealers responded with proposals, which are attached for your review.

The City has a need to have a certified GM Dealer provide warranty work and repair services on its light duty and heavy duty vehicles. Many of the Chevy Caprice Police Vehicles and G4500 ambulances are either out of warranty or will be out of warranty very soon. Having the ability to utilize these GM Dealers will allow the City's DPW to get vehicles back in service in a more timely fashion.

Hamilton Chevrolet is being recommended for parts and service for light duty vehicles and Jefferson Chevrolet is being recommended for parts and service for both light duty and heavy duty vehicles.

Hamilton Chevrolet is a family-owned and operated GM authorized Dealership located in Warren, with collision shop services. They are an authorized service and parts dealer for GM light duty vehicles. Information pertaining to Hamilton Chevrolet appears below.

- Located approximately seven miles from the DPW Garage.
- Nine State certified technicians.
- Six Master Certified technicians.
- Twenty-four bays and eighteen hoists available for light duty vehicle repairs.
- A minimum discount of 30% off list price of GM parts.
- Repair work will be completed at a labor rate of \$85.00 per hour.
- Collision labor rates are \$38.00 per hour for body repair and paint refinishing,
- Collision labor rates are \$60.00 per hour for frame work.
- Collision labor rates are \$85.00 per hour for mechanical work.
- There is a 25% re-stocking fee for Special Order parts.

Jefferson Chevrolet is a GM authorized Dealership located in Detroit, with collision shop services. They are an authorized service and parts dealer for GM light duty and medium duty vehicles. Information pertaining to Jefferson Chevrolet appears below.

- Located approximately eight miles from the DPW Garage.
- Seven State certified technicians.
- One Master Certified technician.
- Eighteen bays and hoists available for light duty vehicle repairs.
- One flat bay and one hoist available for medium duty truck repairs.
- A minimum discount of 10% - 20% off OEM List price on GM parts.
- Repair work for light duty vehicles will be completed at a labor rate of \$65.00 per hour.
- The Collision labor rate for light duty vehicles are \$42.00 per hour for body repairs.
- The Collision labor rate for light duty vehicle frame work is \$45.00 per hour.
- Repair work for medium duty vehicles will be completed at a labor rate of \$85.00 per hour.
- The Collision labor rate for medium duty vehicles are \$42.00 per hour for body repairs.
- The Collision labor rate for medium duty vehicle body work is \$45.00 per hour.
- The Collision labor rate for medium duty vehicle frame work is \$55.00 per hour.
- There are no returns on parts.

The City is also recommending that City Council waive the bid process and award OEM GM parts and service for medium-duty vehicles to Rinke Chevrolet, on an as-needed basis only.

The City will be utilizing Hamilton Chevrolet for all of its light duty GM parts and repairs, and Jefferson Chevrolet for all of its light duty and medium duty GM parts and repairs. These two dealerships will have priority over Rinke Chevrolet. If, however, Jefferson Chevrolet is unable to perform service work or obtain needed parts in a timely manner, then the City would like to utilize Rinke Chevrolet for obtaining parts or performing service work, on an emergency basis only. The City's primary dealerships will always be Hamilton and Jefferson.

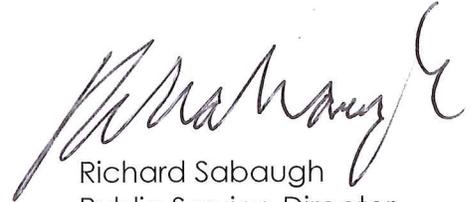
Funds for this purchase are allocated in the DPW Vehicle Maintenance Account: 1442-86300.
 Respectfully Submitted,



Craig Treppa
 Purchasing Agent



Gus Ghanam
 DPW Superintendent



Richard Sabaugh
 Public Service Director

Approved By:	Signature	Date
Budget Director:		10/5/15
Controller:		10/5/2015
MAYOR:		10/2/15

RESOLUTION

Document No: RFP-W-9222

Product or Service: GM Dealer Parts and Service

Requesting Department: Department of Public Works (DPW)

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2015 at 7 p.m. Eastern Daylight Saving Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

The DPW sought GM Dealers to provide parts and service on the City's light duty and medium duty vehicles.

On Wednesday, August 19, 2015, sealed Requests For Proposals were publicly opened for RFP-W-9222. The RFP document required the firms to provide qualification and pricing information pertaining to their GM dealership.

Two proposals were received and sent to the review panel members and, subsequently, the review panel met to evaluate the merits of each proposal.

The review panel determined that the proposals submitted by Hamilton Chevrolet, 5800 14 Mile Road, Warren, MI 48092 (GM parts and service for light duty vehicles) and Jefferson Chevrolet, 2130 E. Jefferson, Detroit, MI 48207 (GM parts and

service for light and medium duty vehicles) best met the City's vision for servicing its fleet of light duty and medium duty vehicles.

In addition, the review panel recommended that City Council waive the bid process and award GM parts and service for medium-duty vehicles to Rinke Chevrolet, 26125 Van Dyke, Center Line, MI 48015 on an emergency basis only. Both Hamilton Chevrolet and Jefferson Chevrolet will be the primary dealerships for parts and service. Rinke Chevrolet will only be used if Jefferson Chevrolet is unable to perform service work or obtain parts in a timely manner.

IT IS RESOLVED, that Hamilton Chevrolet, Jefferson Chevrolet, and Rinke Chevrolet are hereby awarded GM Dealer parts and service for the City of Warren's vehicle fleet for a two year period with an option to renew for four additional two year periods in a total amount not to exceed \$150,000.00. The award shall commence upon the official date of City Council approval and shall follow the terms of the proposal document (RFP-W-9222).

Funds are available in the DPW Vehicle Maintenance Account: 1442-86333.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

- Proposal Documents
- Contract
- Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.



James R. Fouts, Mayor

Purchasing Division
Office of the Controller
One City Square, 4th Floor, Suite 425
Warren, Mi 48093-5289

Phone (586) 574-4639
FAX (586) 574-4614

RFP-W-9222

REQUEST FOR PROPOSALS

JULY 21, 2015

REQUEST FOR PROPOSALS TO FURNISH GENERAL MOTORS (GM) DEALER OEM PARTS AND SERVICE, FOR THE CITY OF WARREN, are being publicly accepted by the City of Warren Purchasing Division.

SEALED PROPOSALS MUST BE DELIVERED TO THE

DIVISION OF PURCHASING,
CITY OF WARREN,
ONE CITY SQUARE, 4TH FLOOR, SUITE 425
WARREN, MI 48093-5289,
ON OR BEFORE 12:30 PM, WEDNESDAY, AUGUST 12, 2015

PROPOSALS SHOULD BE MARKED "RFP-W-9222 GM DEALER OEM PARTS AND SERVICES"

Proposals received after 12:30 pm of the date they are due will not be accepted or will be marked late, and retained unopened. **Submit original and one (1) copy in an envelope and eight (8) additional copies in a separate sealed container – do not submit original and copies in same container.**

Proposals will be transported over to the Auditorium, Warren Community Center, 5460 Arden, Warren, MI after the Purchasing Department has registered and sorted the Statements. They will be opened at 1:00 pm. This inquiry implies no obligation on the part of the City.

The City of Warren reserves the right to accept or reject any and all proposals and to waive any and all irregularities or split award by items unless otherwise stipulated and to accept the proposal which will serve its interest.

Additional information or any questions can be answered by contacting the Purchasing Agent, Craig Treppa of the City of Warren, Purchasing Division preferably by e-mail, ctreppa@cityofwarren.org, subject: RFP-W-9222.

Sincerely,

Craig Treppa
Purchasing Agent

RFP TERMINOLOGY

- A. This Request for Proposal document may be referred to as "RFP," "Bid," or "Proposal."
- B. This RFP may refer to The City of Warren as "City."
- C. This RFP may refer to the entity or individual submitting a proposal as "Bidder," "Proposer," "Contractor," "Independent Contractor," or "Vendor."

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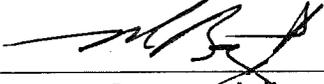
Company Name: _____

PROPOSAL:

The undersigned proposes to **FURNISH GM DEALER OEM PARTS AND SERVICE FOR THE CITY OF WARREN** in accordance with the attached specification requirements to be considered an integral part of this proposal at the prices summarized and **DETAILED IN THIS PROPOSAL**.

IT IS MANDATORY OF ALL PROPOSERS TO RETURN THIS SHEET FULLY COMPLETED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE WITH THEIR SEALED BID. FAILURE TO PROPERLY SIGN IN THE AREA PROVIDED BELOW WILL RESULT IN YOUR PROPOSAL NOT BEING ACCEPTED.

The undersigned has carefully checked the Proposal submission and understands that they shall be responsible for any error or omission in this proposal offer and is in receipt of all addenda as issued.

Signature of  DATE 8/6/15

Authorized Company Representative

MIKE BOGUTH COMPANY NAME HAMILTON CHEVROLET
(Print name of Signature)

5800 14 MILE RD WARREN MI 48092
ADDRESS CITY STATE ZIP CODE

586-264-1400 586-264-1305 mbo Guth@hamiltonchevy.com
TELEPHONE NUMBER FAX NUMBER E-MAIL ADDRESS

GM PARTS 1-YEAR LABOR 90 DAYS
(SELECT GM PARTS - LIFETIME)

WARRANTY (If Applicable) PROPOSAL PAYMENT TERMS (Blank will be considered NET 45)

EXCEPTIONS: Where an exception to any specification is taken, such exception shall be clearly indicated below and along with the specifications attached hereto, shall be considered an integral part of this bid proposal.

Company Name: HAMILTON CHEVROLET

A. GENERAL INFORMATION:

A1. PRICE CLAUSE:

The City of Warren requests that prices be held firm for 60 days or bid award, whichever comes first, except for the successful Proposer whose bid prices will remain firm for the entire contract period, which shall be for a two-year period starting on the official date of award by Warren City Council. There is an option to extend the contract for four (4) additional two-year periods through mutual consent of both parties. There shall be no guaranteed minimums.

Labor rates are to be firm for the initial two (2) year award period. For each subsequent renewal, the labor rates shall be subject to review, and may be modified, if approved by the Mayor and Warren City Council. Labor rates for each subsequent renewal period shall be held firm throughout the corresponding renewal period.

Prices quoted for parts shall be for new Original Equipment Manufacturer (OEM) unless otherwise specified. Where refurbished or discontinued items are offered they shall be clearly identified as such.

Prices quoted shall be exclusive of any rebates due the City of Warren. Any rebates the City of Warren may be entitled to should be shown as a separate line item and include expiration date.

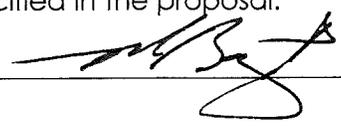
The City of Warren reserves the right to join the selected vendor in the negotiation of pricing, delivery, terms and/or other conditions when it is determined to be to the mutual benefit of both parties.

Award of this contract is subject to approval from the Warren City Council.

Unit prices prevail.

All prices will be bid F.O.B. DESTINATION, INCLUDE ALL DELIVERY AND ANY ADDITIONAL CHARGES, and remain in effect as specified in the proposal.

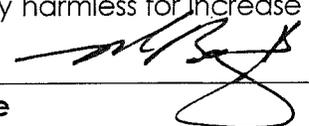
Authorized signature for
Price Clause



A2. ESTIMATED QUANTITIES:

Quantities indicated are estimates for bid award purposes. The City has provided the best estimate of quantities and actual usage may increase or decrease. Vendor shall supply items as per bid and hold the City harmless for increase or decreases in quantities.

Authorized Signature for
Estimated Quantities Clause



A3. AWARD CLAUSE:

In addition to the Award Clause language found on page nine (9) of this bid form, the following applies:

The City has the option to award this bid to a primary, secondary, and tertiary vendor. For each instance service and/or parts request, the City will utilize the Dealer that is able to best meet the City's needs based on cost, availability of product, and timeliness of service completion.

Company Name: HAMILTON CHEVROLET

A4. OVERVIEW

The City of Warren is seeking written proposals from qualified General Motors OEM Parts and Service Dealers to provide OEM parts and service for its maintenance fleet. Your Dealership is receiving this publication because, based on the Chevrolet.com and/or GMC.com Dealer Locator Website, your Dealership is located within a ten (10) mile radius of zip code 48089, which is the zip code for the City's Department of Public Works (DPW) Fleet Maintenance Garage, located at 12801 Stephens, Warren, MI 48089. The City will only accept proposals from those Dealerships that are shown to be located within these parameters.

Dealers submitting proposals shall be properly licensed/certified to furnish vehicle service and OEM parts to the City of Warren. The vehicles to be serviced include Light Duty vehicles and Medium Duty trucks.

There is no expressed or implied obligation for the City of Warren to reimburse responding vendors for any expenses incurred in preparing proposals in response to this request.

A5. BACKGROUND

The City of Warren is just over 34 square miles, is the third largest City in the State of Michigan by population, and is home to several major automobile facilities including the General Motors Technical Center and Industrial plants of General Motors Corporation and Chrysler Corporation. The 2010 census placed Warren's population at 134,056.

The City will thoroughly review all proposals received from qualified vendors. An award for parts and services will be awarded to a qualified vendor submitting the proposal that best meets the required needs, quality levels, and budget constraints of the City of Warren.

A6. PURPOSE OF DOCUMENT

This document is a Request for Proposal (RFP). It differs from a request for Bid/Quotation in that the City is seeking a solution as described herein, not a bid/quotation meeting vendor specifications for the lowest price. As such, the lowest price proposed may not be determinative in the award of contract. Competitive, sealed proposals will be evaluated based upon criteria formulated around the most important features of the proposal for service, of which qualifications, experience, capacity and solution methodology, may be overriding factors, and price alone may not be determinative in the issuance of a contract or award in the evaluation process. The proposed evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the City.

A7. POINT OF CONTACT FOR QUESTIONS

Upon review of this entire document, each Proposer is encouraged to submit any and all questions you may have regarding this RFP. All questions are to be submitted via e-mail to Craig Treppa, Purchasing Agent for the City of Warren, at ctreppa@cityofwarren.org. Proposers shall tabulate all questions and submit one inquire list no later than Monday, August 3, 2015 at 5:00 pm EST. The City of Warren will not respond to questions received after this date and time.

The City shall provide responses to all questions submitted and share them with all Proposers via email by Thursday, August 6, 2013. This process will ensure that all Proposers receive the same information regarding this RFP.

Company Name: HAMILTON CHEVROLET

Except as otherwise directed, Proposers are not to communicate with other parties within The City of Warren regarding this RFP without prior written permission from the Purchasing Agent. The City's Purchasing Division is the only office authorized to change any of the terms, conditions and/or specifications related to this RFP.

A8. TIMELINE

The following projected timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of the RFP process.

<u>EVENT</u>	<u>DATE</u>
Issue Requests for Proposals:	Monday, July 20, 2015
Last Date for Interested Parties to Submit Questions	Monday, August 3, 2015
Responses to Vendor Questions provided to Proposers	Thursday, August 6, 2015
Receive Responses to RFP	Wednesday, August 12, 2015
Complete Evaluation of Proposals	Week of August 24, 2015
Award Recommendation to City Council (if recommendation is made)	September 8, 2015

A9. DISQUALIFICATION

Failure to comply with the requirements, procedures, and provide information as requested by this document may result in disqualification.

A10. RELATIONSHIP DISCLOSURE

It is required that any relationship (business or personal) to a City employee or official be disclosed. This includes employment or other professional engagements.

A11. WORKMANSHIP

Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

Company Name: HAMILTON CHEVROLET

B. GENERAL CONDITIONS (Effective March 16, 2011)

SIGNATURE

Proposals and all information requested of the vendor shall be entered in the appropriate space on the proposal form and signature page. Failure to do so may disqualify your offer. An authorized officer or employee of the proposal shall sign all proposals.

PROPOSAL SUBMISSION

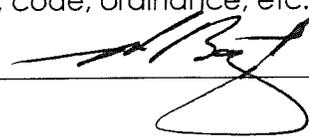
Proposals shall be submitted by the date specified and at or prior to the time specified to be considered. Late proposals, e-mail, telegraphic, or telephone proposals will NOT be accepted. Submit original, one (1) copy, and entire proposal captured on one (1) flash drive in an envelope and eight (8) additional copies in a separate sealed container – do not submit original and copies in same container. Both envelopes (containers) shall have a label attached to the outside of the ENVELOPE STATING VENDORS NAME, PROPOSAL NUMBER, PROPOSAL NAME, AND DUE DATE. Proposals received after 12:30 pm of the date they are due will not be accepted or will be marked late, and retained unopened. The City will not be liable for costs incurred by the proposer in the preparation and production of a proposal and/or any resulting interviews. All proposals and material submitted in conjunction with the proposals will become the property of the City.

PRICES

Prices quoted shall be for Commission unless otherwise specified. Corrections and/or modifications received after the proposal closing time specified will not be accepted. All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your proposal. The person signing the proposal shall initial corrections in ink. All prices will be proposed F.O.B. DESTINATION, INCLUDE ALL DELIVERY AND ANY ADDITIONAL CHARGES and remain in effect as specified in the proposal.

PERMITS

Materials and installation shall conform to all state and local codes and regulations governing the trades included in this work including securing applicable permits. Proposers are instructed to **include the cost** of permit(s) in their bid. The successful **contractor will be required to obtain permits** as required by law, code, ordinance, etc.

Authorized Signature for  _____
Permits Clause

Company Name: HAMILTON CHEVROLET

AWARD

Unless otherwise stated in the proposal documents, the City of Warren cannot guarantee exclusivity of the contract for the proposed products or services.

A contract or contracts, if awarded, will be awarded to the most responsible respondent (or respondents) as determined pursuant to the provisions of the City of Warren's City Charter and Code of Ordinances, provided such proposal (or proposals) is/are responsive and are in the best interest of the City of Warren to accept it/them.

The City of Warren reserves the right to consider as unqualified to perform the contract any respondent who does not habitually perform with its own forces seventy-five (75%) of the work involved.

The contract shall not be considered executed unless approved by the City Council, signed by the Mayor and City Clerk after approval as to form by the City Attorney and certification as to the availability of funds by the City Controller. Signatures on behalf of the city other than those cited above shall not constitute contract execution by the city and the contract shall be null and void.

The City of Warren reserves the right to split the award and make more than one award for the Project.

The City reserves the right to reject low proposals or to accept a higher proposal. The City reserves the right to award this project to the respondent it deems to best serve the overall interest of the city, and reserves the right to accept or reject any or all proposals received as a result of this RFP. The City of Warren reserves the right to award this proposal to the firm considered the most advantageous to the city.

The city reserves the right to reject any and all proposals, and to waive any defect or irregularity in proposals. The city reserves the right to accept and separate items in the proposal; and to accept the proposal that in the opinion of the city is to the best advantage and interest of the public we serve. The city also has the right to re-solicit proposals if it is deemed to be in the best interest of the city.

The City of Warren, at their discretion, may require the proposal (s) to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

Time of delivery may be a consideration in the award.

TERMINATION

1. Failure to Perform. The city may terminate the contract for the failure to perform a term of the contract to the satisfaction of the city. The city shall provide ten (10) days advance written notice to the Proposer for the failure to perform services or for the violation of any other term of the contract. Unless futile or the violation is recurring, the city shall provide notice and the opportunity to cure the violation prior to termination. Such notice to cure shall be given in writing by first-class mail. In the event of a dispute, or in order to avoid interruption of service, the city may engage another to perform the work; and the Proposer shall be responsible for any costs the city incurs as a result of the Proposer's violation. The city may withhold payment to offset any damages the city incurs as a result of the Proposer's violation.

2. At Will. The contract may be terminated at will by the city upon a minimum of ninety (90) days prior written notice to the other party. In the event of termination as provided in this subsection, the proposer will be compensated for all services performed and approvable reimbursable expenses from the inception date to the termination date provided the services performed and the expenses were provided in accordance with the proposal specifications. Payment shall be made upon the proposer delivering to the city all information and materials
Company Name: HAMILTON CHEVROLET

retained by the proposer, affiliates, or subcontractors in performing the services described in the proposal specifications, whether completed or in progress.

3. MISREPRESENTATION. In addition, the city may reject this Proposal, or cancel a contract with a successful proposer, if there is evidence of any misleading or intentionally fraudulent information or documents provided in connection with this Proposal.

SPECIFICATIONS

All products and services shall be in accordance with all applicable federal, state and local statutes, rules, ordinances, etc.

All personnel shall have the appropriate licenses with endorsements for the work performed.

In addition, any personnel driving a vehicle on city property shall have the appropriate valid driver's license and have or exceed minimum statutory insurance requirements.

ASSIGNMENT OF AGREEMENT – OTHER CONTRACTORS.

The Vendor shall not assign the Agreement or any part thereof without the written consent of the city. The city reserves the right to let other agreements in connection with this work, even if of like character, for Work under an agreement.

E-VERIFY

Any proposer, attesting to his proposal by signature is affirming that the contractor/vendor has registered with, participates in and utilizes the E-Verify Program (or any successor program implemented by federal Department of Homeland Security and Social Security Administration to verify the work status of all newly hired employees employed by the contractor/vendor.

NON-IRAN LINKED BUSINESSES

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) that I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

ASSIGNMENT OF AGREEMENT AND OTHER CONTRACTORS.

The Vendor shall not assign the Agreement or any part thereof without the written consent of the City. The City reserves the right to let other agreements in connection with this work, even if of like character, for Work under an agreement.

PERIOD AGREEMENTS

No Exclusive Contract/Additional Services. Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the city may, at any time, secure similar or identical services at its sole option.

The quantities have been estimated for proposal award purposes and may be estimated based on past usage. The quantities may increase or decrease and the city makes no representation as to guarantee of usage. The quantities are estimated on an annual basis.

Company Name: HAMILTON CHEVROLET

MICHIGAN FREEDOM OF INFORMATION ACT (FOIA)

All costs incurred in the preparation and presentation of this proposal, in any way whatsoever, shall be wholly absorbed by the prospective firm. All supporting documentation shall become the property of the City of Warren unless requested otherwise at the time of submission.

Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under Section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this Request for Proposals is not assured.

EQUAL EMPLOYMENT OPPORTUNITY

Attention of respondents is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against on any illegal basis, including race, color, religion, sex, nation origin or physical handicap as required by the City of Warren.

EXCEPTIONS TO THE PROPOSAL SOLICITATION

Each individual/group shall provide a list of exceptions taken to this proposal. Any exceptions taken shall be identified and explained in writing. Any exceptions taken shall be identified and explained in writing. An exception is defined as the individual/group's inability to meet a mandatory requirement or exceed a requirement in the manner specified in the proposal solicitation. If the vendor provides an alternative solution when taking an exception to a requirement, the benefits of this alternative solution shall be explained. The city reserves the right to accept or reject any exception; whichever is in the best interest of the city.

WITHDRAWAL OF PROPOSAL

Proposers may withdraw their proposals by submitting a written request over the signature of an authorized individual to the Purchasing Department any time prior to the submission deadline. Proposers may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

DISQUALIFICATION

Failure to comply with the requirements, procedures, and provide information as requested by this document may result in disqualification of the vendor's proposal.

RELATIONSHIP DISCLOSURE

It is required that any relationship (business or personal) to a City employee or official be disclosed. This includes employment or other professional engagements.

DEFAULT TO CITY

It is understood that any respondent who is in default to the city at the time of opening its proposal shall have its proposal declared null and void.

INDEMNITY CLAUSE

To the fullest extent permitted by law, the individual/group expressly agrees to indemnify and hold city harmless against all losses and liabilities arising out of or related to bodily injury or

Company Name: HAMILTON CHEVROLET

property damages based upon any act or omission, negligent or otherwise, of Contractor or anyone acting on contractor's behalf in connection with or incident to this Contract or the work to be performed hereunder, except that contractor shall not be responsible to indemnify the city for losses or damages caused by or resulting from the city's sole negligence.

For the purposes of this indemnity clause, "City" shall mean the city, its elected and appointed officials, employees, authorities, boards and commissions and volunteers working on behalf of the city; "losses and liabilities" shall mean loss, cost, expense, damage, liability or claims, whether groundless or not; "personal injury" shall mean false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, assault and battery, libel, slander, defamation of character, discrimination, mental anguish, wrongful entry or eviction, violation of property or deprivation of rights, privileges or immunities secured by the constitution and laws of the United States of America or the State of Michigan, for which Vendor may be held liable to the injured party in any action at law, suit in equity or other proceedings for redress; "bodily injury" shall mean bodily injury, sickness or disease (including death resulting at any time there from) mental anguish and mental injury which may be sustained or claimed by any person or persons; and "property damage" shall mean the damage or destruction of any property, including the loss of use thereof.

The contractor's obligation to indemnify and hold the city harmless shall include, but not be limited to (1) the obligation to defend the city from any such suit, action or proceeding, and (2) the obligation to pay any and all judgments which may be recovered in any such suit, action or proceeding, and/or any and all expenses, including but not limited to costs, attorney fees and settlement expenses which may be incurred.

EXTENSION OF AWARD TO THE MITN PURCHASING COOPERATIVE

All vendors awarded contracts from this proposal may, upon mutual agreement, extend pricing to the Michigan Intergovernmental Trade Network (MITN) Purchasing Cooperative. Each entity is responsible for its own payments and is to be considered individually for billing and collection purposes. Each entity will provide their own purchase order and delivery location(s) and must be invoiced separately to the address indicated on their purchase order.

APPENDIX A OF TITLE VI PLAN

During the performance of this contract, the contractor, for itself, its assignees and successors, in interest (hereinafter referred to as the "contractor") agrees, as follows:

1. COMPLIANCE WITH REGULATIONS. The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. NONDISCRIMINATION. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.

3. SOLICITATION FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT. In all solicitations either by competitive proposals or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials

Company Name: HAMILTON CHEVROLET

or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. INFORMATION AND REPORTS. The contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. SANCTIONS FOR NONCOMPLIANCE. In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

6. INCORPORATION OF PROVISIONS. The contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

THE ABOVE GENERAL CONDITIONS ARE CONSIDERED IN FORCE UNLESS SPECIFICALLY ADDRESSED IN ANOTHER SECTION OF THE PROPOSAL DOCUMENT

We have read and acknowledge the above GENERAL CONDITIONS



(Signature)

Company Name: HAMILTON CHEVROLET

C. INSURANCE

The awarded Proposer will be required to provide the City with certificates of insurance naming the City of Warren, City of Warren Municipal Building Authority, Downtown Development Authority, the 37th District Court, all elected appointed officials, employees and volunteers as individuals acting within the scope of their authority, AS AN ADDITIONAL INSURED; and providing the following coverage and limits. Sub-contractors utilized by the awarded Proposer shall be subject to these same conditions:

INSURANCE CERTIFICATE MUST BE SUBMITTED BY THE INSURANCE AGENCY, NOT THE PROPOSER.

COMMERCIAL GENERAL LIABILITY:

The following coverage is part of the General Liability policy:

Policy should be on an **OCCURRENCE BASIS WITH COMBINED SINGLE LIMITS.**

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage-Any one fire	\$ 50,000
Medical Expense-Any one person	\$ 5,000
Per project aggregate limit, Independent contractors coverage, Broad form property damage Blanket contractual liability coverage	

AUTOMOBILE LIABILITY:

Automobile liability insurance coverage shall be \$1,000,000 combined single limit for any auto and include hired autos and non-owned autos.

WORKERS' COMPENSATION INSURANCE:

Workers' compensation insurance shall be statutory under the State of Michigan Workers' Compensation Act.

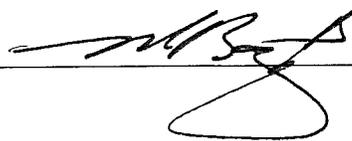
UMBRELLA LIABILITY POLICY:

Umbrella liability shall be \$2,000,000 and be "following form". Insurance certificates shall contain a provision to the effect that the insurance company **SHALL NOTIFY** the City at least **thirty (30)** days prior to **CANCELLATION OR MATERIAL CHANGE** of the insurance.

Can meet insurance as indicated.

() Cannot meet but offer the following: _____

Authorized signature for
Insurance Clause



Company Name: HAMILTON CHEVROLET

D. SELECTION PROCESS

All interested parties are invited to respond to this RFP document. All proposals shall be opened publicly at the date and time specified. Each shall be recorded with the name of the proposer. All proposals shall be in accordance with the Purchasing ordinance and the requirements of this notice in order to be deemed responsive.

The review committee members will evaluate and rank the proposals on the basis of the greatest benefit to the City of Warren. No negotiations, decisions, or actions shall be initiated by any vendor as a result of any verbal discussion with any City employee prior to the opening of responses to this document.

The City of Warren reserves the right to select and subsequently, recommend for award, the proposal which best meets its required needs, quality levels, and budget constraints. The City of Warren reserves the right to reject any and all proposals, to make an award based directly on the proposals, or to negotiate further with one or more vendors. The City further reserves the right to make the final determination of actual equivalency or suitability of proposals with respect to requirements outlined herein.

Warren may award a contract based on initial offers received, without discussion of such offers. Proposer's initial offer should therefore be based on the most favorable terms available from a price and technical standpoint. The City may, however, have discussions with those proposers that it deems in its discretion to fall within a competitive range.

The selection process will be based on the responses to this Request for Proposal. The City reserves the right to select the proposal that best meets its needs. A committee comprised of members from the City Controller's Office, Warren City Council, Purchasing Division, Attorney's Office, Building Maintenance Division as well as other selected committee members, will judge each proposer's response.

The City will use, but not be limited to, the following criteria to select the contractor to furnish GM Dealer OEM parts and services for the City of Warren.

ITEM	CRITERIA
1.	General
2.	Qualifications & Experience
3.	Services Offered
4.	Pricing
° 5.	References

E. RESPONSE FORMAT

Please complete the Questionnaire Section (Section F) by stating the question/inquiry and your company's **detailed customized written response** to all questions included in this RFP. A simple "Yes" or "No" answer may not be sufficient. Please be as detailed as possible with your responses.

The City requires a complete cost proposal for all available services. All costs shall be included in the cost proposal. Proposer's response should provide a clear, concise and complete description of Proposer's strategy and ability to meet the project requirements as defined in the RFP. The proposal shall be in hardcopy format, using only the format(s) provided by the City of Warren.

Company Name: HAMILTON CHEVROLET

As part of your response, the Proposer is to include a signed original of the RFP and one (1) copy in an envelope along with eight (8) additional copies in a separate sealed container – do not submit original and eight (8) copies in same container.

Any supplemental information (marketing materials, brochures, etc.) or "boiler-plate" material is to be submitted as Appendices. Failure to submit the bid in the designated format may disqualify the Proposer's entire response.

F. QUESTIONNAIRE

F1. GENERAL

Please complete the following information pertaining to your company:

1. Please provide Information about your company (description of the vendor, its' organization, size, and nature of general services provided.)
2. Please complete the table below:

Company Name:	HAMILTON CHEVROLET		
Address:	5800 14 MILE RD		
Contact Person (include phone and email):	MIKE BOGUTH 586-276-1501 MBOGUTH@HAMILTONCHEVY.COM		
Address where materials and vehicles will be serviced:	5800 14 MILE RD.		
City/State/Zip Code:	WARREN, MI 48092		
Telephone Number:	586-264-1400		
Fax Number:	586-276-1533		
Email Address:	MBOGUTH@HAMILTONCHEVY.COM		
Year Vendor was Established:	1983		
DBA Used Within Last Five Years:	N/A		
Years in Business:	33		
# Of Employees:	95		
Type of Organization: (Circle One)	a. Individual	b. Partnership	<u>c. Corporation</u>
	d. Joint Venture	e. Limited Liability	f. Other

Company Name: HAMILTON CHEVROLET

QUESTIONNAIRE:

Item 1: Hamilton Chevrolet is a family owned and operated auto dealership in Warren, with collision shop services, started in 1956 by Gene Hamilton. Since 1982 his son Don Hamilton has been President. Current ownership is by Don Hamilton, wife Lee Hamilton, and Michael Boguth who has been with the dealership since 1978.

Item 3: Monday & Thursday 6am – 9pm
Tuesday, Wednesday, Friday 6am – 6pm
Saturday & Sunday Closed

Item 4: Monday & Thursday 8am – 9pm
Tuesday, Wednesday, Friday 8am – 6pm
Saturday & Sunday Closed

Item 5: New Year's Day, Memorial Day, Labor Day, Thanksgiving, Christmas Day

Item 6: Yes (copy attached)

Item 7: Hamilton Chevrolet is located in Warren. We have served the Warren area since 1956. We are involved in the community, concerned about it, and would be honored to provide our professional services to the City of Warren.

Item 8: 69

Item 9: 7 miles

Item 10: a) 9 b) 7 c)7

Item 11: a) 6 b)3 c)1

Item 12: Yes (see attached)

Item 13: No

Item 14: \$20,000,000

Item 15: 24 bays, 18 hoists

Item 16: Yes. For approved credit accounts paying net 30, parts may be ordered via phone or in person. Parts will be delivered same day if out of stock and ordered before noon (next day otherwise); warehoused parts that need to be ordered are delivered within 3 business days. Specialty parts delivery cannot be given an exact timeframe.

Item 17: Yes. Our shuttle runs Monday through Friday from 6am-6pm.

Item 18: Yes. Pickup & delivery is scheduled on an as-needed basis from 8am-3pm, Mon-Fri

Item 19 – 23 Does not apply since Hamilton is not a heavy duty truck dealer

PART I DESCRIPTION OF PREMISES

HAMILTON CHEVROLET, INC.
Dealer Firm Name

WARREN, MICHIGAN
City, State

January 23, 2013
Date of this GMMS (Mo., Day, Yr.)
September 1, 1999

December, 1977
Date Main Facility Constructed (Mo., Yr.)

Date Main Facility Remodeled or Added to (Mo., Yr.)

LOCATION, USE AND OWNERSHIP OF PREMISES

	Identify by street address each separate dealership location and describe how each is used for GM Dealership Operations. Specify: NEW VEHICLE SALES, USED VEHICLE SALES, SERVICE, PARTS, OFFICE, NEW VEHICLE STORAGE, BODY SHOP, etc. Also indicate distance of each separate location from main location.	Dealer Asset	Leased	IF LEASED, INDICATE: Name of Lessor: Beginning and Expiration Date of Lease Annual Rental: \$ Renewal Option: Term and Annual Rent
	MAIN 5800 14 MILE ROAD WARREN, MI INT - NEW, EXT - NEW, USED DISP. MECHANICAL, BODY, SERV RECP. PARK-CUST, NEW STORAG, EMP PK/MSC, GEN OFFICE, PARTS, OTHER	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5800 14 MILE ROAD, LLC 01-01-2010 THROUGH 01-01-2020 10 YEAR LEASE
2	35235 MOUND ROAD STERLING HEIGHTS, MI OTIHER 1.1 MILES FROM MAIN	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PRO LEASING SERVICES 07-01-2011 THROUGH 06-30-2012 ANNUAL LEASE RENEWAL OPTION

TOTAL DEALERSHIP IN SQUARE FEET			
	<u>GM Use</u>	<u>Other Use</u>	<u>Total Area</u>
Total Building	45,325	0	45,325
Total Lot	260,971	0	260,971
Grand Total	306,296	0	306,296

3. List your service department's hours of operation.
4. List your parts department's hours of operation.
5. List the holidays which are observed by your Dealership.

F2. QUALIFICATIONS AND EXPERIENCE OF GM DEALER

6. Does your company meet the Insurance requirements as described herein? Please submit copy of insurance certificate.
7. Describe any characteristics or capabilities which may make your Dealership uniquely qualified to provide parts and repair service for the City of Warren.
8. How many years has your company been providing GM OEM parts and service?
9. What is your proximity, in miles, from your Dealer/service location to the DPW Fleet Maintenance Garage located at 12801 Stephens, Warren MI?
10. How many certified technicians do you employ for each of the following categories?
 - a. State:
 - b. ASE:
 - c. GM:
11. How many of the certified technicians stated above are Master Certified for each of the following category?
 - a. State:
 - b. ASE:
 - c. GM:
12. Is your Dealership an authorized service and parts center for all GM Light Duty vehicles? If yes, please provide verifying documentation.
13. Is your Dealership an authorized service and parts center for all GM Medium Duty vehicles? If yes, please provide verifying documentation.

F3. SERVICES OFFERED**LIGHT DUTY VEHICLES:**

14. What is your dollar value of inventory on hand for Light Duty vehicles?
15. What is your Dealership's service capacity for Light Duty vehicles (i.e. # of bays, hoists, etc.)?
16. Is delivery of parts to the DPW Fleet Maintenance Garage offered by your Dealership for Light Duty vehicles? If yes, please explain the process for ordering and delivery of parts. Include deadlines for ordering and timeframes for delivery.
17. Does your Dealership provide a courtesy shuttle service for Light Duty vehicles? If yes, please detail.
18. Does your Dealership provide a vehicle pickup/delivery service for Light Duty vehicles? If yes, please detail.

Company Name: HAMILTON CHEVROLET

HEAVY DUTY TRUCKS:

19. What is your dollar value of inventory on hand for Medium Duty trucks?
20. What is your Dealership's service capacity for Medium Duty vehicles (i.e. # of bays, hoists, etc.)?
21. Is delivery of parts to the DPW Fleet Maintenance Garage offered by your Dealership for Medium Duty vehicles? If yes, please explain the process for ordering and delivery of parts. Include deadlines for ordering and timeframes for delivery.
22. Does your Dealership provide a courtesy shuttle service for Medium Duty trucks? If yes, please detail.
23. Does your Dealership provide a vehicle pickup/delivery service for Medium Duty trucks? If yes, please detail.

F4. PRICING

The City requires a complete cost proposal for all available services, including, but not limited to the following:

LIGHT DUTY VEHICLE PARTS:

24. Please list your minimum discount off of the Manufacturer's List Price (to be taken from the current catalog) for Light Duty vehicle parts.
25. Please state and detail any other fees/charges, not otherwise described.

LIGHT DUTY VEHICLE SERVICE:

26. Please detail your labor rates for servicing Light Duty vehicles?
27. Please detail your labor rates for body shop work on Light Duty vehicles?
28. Please state and detail any other fees/charges, not otherwise described.

MEDIUM DUTY TRUCK PARTS:

29. Please list your minimum discount off of the Manufacturer's List Price (to be taken from the current catalog) for Medium Duty truck parts.
30. Please state and detail any other fees/charges, not otherwise described.

MEDIUM DUTY TRUCK SERVICE:

31. Please detail your labor rates for servicing Medium Duty trucks?
32. Please detail your labor rates for body shop work on Medium Duty trucks?
33. Please state and detail any other fees/charges, not otherwise described.

Company Name: HAMILTON CHEVROLET

F5. REFERENCES:

Please list municipalities, large fleets, or organizations that your company has provided parts and repair services similar to those being proposed in this RFP:

1. Agency: GM VEHICLE ADVOCATE Year _____

Address 300 REN CEN, CODE 482-C29-B24, DETROIT, 48265

Contact Name: JOHN EDWARDS Phone 248-515-3657

Contact Title: COORDINATOR

Describe the Services Performed for this Reference: VEHICLE FLEET

MAINTENANCE + REPAIRS

Did you service Light Duty vehicles or Medium Duty trucks: LT DUTY

State the length in years and months that you provided these services for this reference:

5 YEARS

Please include letters of reference, when available (references should involve key employees who would handle the work at the City of Warren).

.....
2. Agency: STATE OF MICHIGAN Year _____

Address 27700 DONALD CT, WARREN 48092

Contact Name: LORI PUCKETT Phone 586-753-3712

Contact Title: MANAGER

Describe the Services Performed for this Reference: VEHICLE FLEET

MAINTENANCE + REPAIR

Did you service Light Duty vehicles or Medium Duty trucks: LT DUTY

State the length in years and months that you provided these services for this reference:

4 YEARS

Please include letters of reference, when available (references should involve key employees who would handle the work at the City of Warren).

Company Name: HAMILTON CHEVROLET

3. Agency: MICHIGAN STATE POLICE Year _____

Address 14350 W. 10 MILE, OAK PARK, MI 48237

Contact Name: MIKE BUNCK Phone 586-914-8370

Contact Title: N/A

Describe the Services Performed for this Reference: VEHICLE FLEET
MAINTENANCE + REPAIR

Did you service Light Duty vehicles or Medium Duty trucks: LT DUTY

State the length in years and months that you provided these services for this reference:

6 YEARS

Please include letters of reference, when available (references should involve key employees who would handle the work at the City of Warren).

.....
4. Agency: FLEET RESPONSE Year _____

Address 6450 ROCKSIDE WOODS BLVD, STE 250, INDEPENDENCE, OH 44131

Contact Name: ED CASTRO Phone 800-338-0619 x 246

Contact Title: VEHICLE SYSTEMS MANAGER

Describe the Services Performed for this Reference: COLLISION
REPAIR

Did you service Light Duty vehicles or Medium Duty trucks: LT DUTY

State the length in years and months that you provided these services for this reference:

1 YR 6 MONTHS

Please include letters of reference, when available (references should involve key employees who would handle the work at the City of Warren).

Company Name: HAMILTON CHEVROLET

G. DECLARATIONS

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide GM Dealer OEM parts and services as described herein for the prices set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the services.

It is understood that all proposed prices shall remain in effect for at least sixty (60) days from the date of the proposal opening to allow for the award and that, if chosen the successful vendor, the prices will remain firm through the contract period.

The proposer affirms that he/she is duly authorized to execute this proposal, that this company, corporation, vendor, entity, partnership or individual has not prepared this proposal in collusion with any other proposer and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award, and the proposer has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

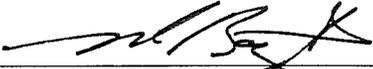
The Proposer certifies that this proposal is submitted without collusion, fraud or misrepresentation as to the other proposers, so that all proposals for this project will result from free, open and competitive proposing among all vendors.

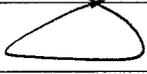
By submission of a response, the Proposer agrees that at the time of submittal, it, its owners and officers: (1) have no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the City of Warren. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the City, at its discretion may reject their proposal.

The submission of a proposal hereunder shall be considered evidence that the proposer is satisfied with respect to the conditions to be encountered and understands the character, quantity and quality of the work to be performed.

Representative's Name: MIKE BOGUTH

Title: DEALER OWNER - OPERATOR

Signature: 

Date: 8/7/15 

Company Name: HAMILTON CHEVROLET

CHECKLIST FOR RESPONDENTS

All information required by the terms of the Request for Proposal shall be furnished.

MISTAKES OR OMISSIONS CAN RESULT IN THE REJECTION OF YOUR PROPOSAL.

Important items for you to check are included in but not limited to, those listed below. This checklist is furnished only to assist you in submitting a proper proposal. Check as you read.

- _____ Is your proposal properly signed? (Refer to Request for Proposal documents)
- _____ If required, have you entered a unit price for each proposal item?
- _____ Is the envelope containing your proposal properly identified that it is a sealed proposal and does it contain the correct project name and proposal opening date?
- _____ Will your proposal arrive on time? Late proposals will **not** be considered. **Proposals shall be received by the Purchasing Office before 12:30 P.M., on the date that the proposals are due.**
- _____ Have you submitted your proposal in TWO (2) packages – Original and one (1) copy in the first package labeled "original" and eight (8) copies in a second package labeled "copies"?

NOTE: DO NOT enclose both packages in a single box/container.

Include a list of vehicles serviced (cars, Light Duty trucks, heavy duty trucks, etc.)

How do we obtain proper pricing (mfg list price/cost/etc.)?

Do we give them a sample job to do and have them cost it out?

ALL GM LIGHT DUTY VEHICLES SERVICED
ALL MAKES/MODELS LIGHT DUTY VEHICLES FOR
COLLISION REPAIR

CAN BE OBTAINED BY PHONE, EMAIL, IN-PERSON

THIS OPTION IS AVAILABLE

Company Name: HAMILTON CHEVROLET

ORIGINAL



James R. Fouts, Mayor

Purchasing Division
Office of the Controller
One City Square, 4th Floor, Suite 425
Warren, Mi 48093-5289

Phone (586) 574-4639
FAX (586) 574-4614

RFP-W-9222

REQUEST FOR PROPOSALS

JULY 21, 2015

REQUEST FOR PROPOSALS TO FURNISH GENERAL MOTORS (GM) DEALER OEM PARTS AND SERVICE, FOR THE CITY OF WARREN, are being publicly accepted by the City of Warren Purchasing Division.

SEALED PROPOSALS MUST BE DELIVERED TO THE

**DIVISION OF PURCHASING,
CITY OF WARREN,
ONE CITY SQUARE, 4TH FLOOR, SUITE 425
WARREN, MI 48093-5289,
ON OR BEFORE 12:30 PM, WEDNESDAY, AUGUST 12, 2015**

PROPOSALS SHOULD BE MARKED "RFP-W-9222 GM DEALER OEM PARTS AND SERVICES"

Proposals received after 12:30 pm of the date they are due will not be accepted or will be marked late, and retained unopened. **Submit original and one (1) copy in an envelope and eight (8) additional copies in a separate sealed container – do not submit original and copies in same container.**

Proposals will be transported over to the Auditorium, Warren Community Center, 5460 Arden, Warren, MI after the Purchasing Department has registered and sorted the Statements. They will be opened at 1:00 pm. This inquiry implies no obligation on the part of the City.

The City of Warren reserves the right to accept or reject any and all proposals and to waive any and all irregularities or split award by items unless otherwise stipulated and to accept the proposal which will serve its interest.

Additional information or any questions can be answered by contacting the Purchasing Agent, Craig Treppa of the City of Warren, Purchasing Division preferably by e-mail, ctreppa@cityofwarren.org, subject: RFP-W-9222.

Sincerely,

Craig Treppa
Purchasing Agent

RFP TERMINOLOGY

- A. This Request for Proposal document may be referred to as "RFP," "Bid," or "Proposal."
- B. This RFP may refer to The City of Warren as "City."
- C. This RFP may refer to the entity or individual submitting a proposal as "Bidder," "Proposer," "Contractor," "Independent Contractor," or "Vendor."

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Company Name: JEFFERSON CHEVROLET

PROPOSAL:

The undersigned proposes to **FURNISH GM DEALER OEM PARTS AND SERVICE FOR THE CITY OF WARREN** in accordance with the attached specification requirements to be considered an integral part of this proposal at the prices summarized and **DETAILED IN THIS PROPOSAL.**

IT IS MANDATORY OF ALL PROPOSERS TO RETURN THIS SHEET FULLY COMPLETED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE WITH THEIR SEALED BID. FAILURE TO PROPERLY SIGN IN THE AREA PROVIDED BELOW WILL RESULT IN YOUR PROPOSAL NOT BEING ACCEPTED.

The undersigned has carefully checked the Proposal submission and understands that they shall be responsible for any error or omission in this proposal offer and is in receipt of all addenda as issued.

Signature of 
Authorized Company Representative

DATE 7/24/15

COMPANY NAME JEFFERSON CHEVROLET
(Print name of Signature)

2130 E. JEFFERSON AVE DETROIT MI 48207
ADDRESS CITY STATE ZIP CODE

313-259-1200 313-259-0493 jeffersonchevrolet.com
TELEPHONE NUMBER FAX NUMBER E-MAIL ADDRESS

Generally 12mo/36k miles but varies NET 30
WARRANTY (If Applicable) by part. PROPOSAL PAYMENT TERMS (Blank will be considered NET 45)

EXCEPTIONS: Where an exception to any specification is taken, such exception shall be clearly indicated below and along with the specifications attached hereto, shall be considered an integral part of this bid proposal.

- NO RETURNS ON PARTS / PART PRICES CAN CHANGE FROM
MONTH TO MONTH. NOT ALL PARTS HAVE THE SAME MARK-UP,
SO DISCOUNTS, percent wise, CAN VARY. WARRANTIES CAN VARY
FROM PART TO PART. DISCOUNTS CAN BE 10% — 20% OFF
"OEM" LIST PRICE*

**Excludes Imports - Domestic only*

Company Name: JEFFERSON CHEVROLET

A. GENERAL INFORMATION:

A1. PRICE CLAUSE:

The City of Warren requests that prices be held firm for 60 days or bid award, whichever comes first, except for the successful Proposer whose bid prices will remain firm for the entire contract period, which shall be for a two-year period starting on the official date of award by Warren City Council. There is an option to extend the contract for four (4) additional two-year periods through mutual consent of both parties. There shall be no guaranteed minimums.

Labor rates are to be firm for the initial two (2) year award period. For each subsequent renewal, the labor rates shall be subject to review, and may be modified, if approved by the Mayor and Warren City Council. Labor rates for each subsequent renewal period shall be held firm throughout the corresponding renewal period.

Prices quoted for parts shall be for new Original Equipment Manufacturer (OEM) unless otherwise specified. Where refurbished or discontinued items are offered they shall be clearly identified as such.

Prices quoted shall be exclusive of any rebates due the City of Warren. Any rebates the City of Warren may be entitled to should be shown as a separate line item and include expiration date.

The City of Warren reserves the right to join the selected vendor in the negotiation of pricing, delivery, terms and/or other conditions when it is determined to be to the mutual benefit of both parties.

Award of this contract is subject to approval from the Warren City Council.

Unit prices prevail.

All prices will be bid F.O.B. DESTINATION, INCLUDE ALL DELIVERY AND ANY ADDITIONAL CHARGES, and remain in effect as specified in the proposal.

Authorized signature for *Edie Stewart*
Price Clause

A2. ESTIMATED QUANTITIES:

Quantities indicated are estimates for bid award purposes. The City has provided the best estimate of quantities and actual usage may increase or decrease. Vendor shall supply items as per bid and hold the City harmless for increase or decreases in quantities.

Authorized Signature for *Dan [Signature]*
Estimated Quantities Clause

A3. AWARD CLAUSE:

In addition to the Award Clause language found on page nine (9) of this bid form, the following applies;

The City has the option to award this bid to a primary, secondary, and tertiary vendor. For each instance service and/or parts request, the City will utilize the Dealer that is able to best meet the City's needs based on cost, availability of product, and timeliness of service completion.

Company Name: JEFFERSON CHEVROLET

A4. OVERVIEW

The City of Warren is seeking written proposals from qualified General Motors OEM Parts and Service Dealers to provide OEM parts and service for its maintenance fleet. Your Dealership is receiving this publication because, based on the Chevrolet.com and/or GMC.com Dealer Locator Website, your Dealership is located within a ten (10) mile radius of zip code 48089, which is the zip code for the City's Department of Public Works (DPW) Fleet Maintenance Garage, located at 12801 Stephens, Warren, MI 48089. The City will only accept proposals from those Dealerships that are shown to be located within these parameters.

Dealers submitting proposals shall be properly licensed/certified to furnish vehicle service and OEM parts to the City of Warren. The vehicles to be serviced include Light Duty vehicles and Medium Duty trucks.

There is no expressed or implied obligation for the City of Warren to reimburse responding vendors for any expenses incurred in preparing proposals in response to this request.

A5. BACKGROUND

The City of Warren is just over 34 square miles, is the third largest City in the State of Michigan by population, and is home to several major automobile facilities including the General Motors Technical Center and Industrial plants of General Motors Corporation and Chrysler Corporation. The 2010 census placed Warren's population at 134,056.

The City will thoroughly review all proposals received from qualified vendors. An award for parts and services will be awarded to a qualified vendor submitting the proposal that best meets the required needs, quality levels, and budget constraints of the City of Warren.

A6. PURPOSE OF DOCUMENT

This document is a Request for Proposal (RFP). It differs from a request for Bid/Quotation in that the City is seeking a solution as described herein, not a bid/quotation meeting vendor specifications for the lowest price. As such, the lowest price proposed may not be determinative in the award of contract. Competitive, sealed proposals will be evaluated based upon criteria formulated around the most important features of the proposal for service, of which qualifications, experience, capacity and solution methodology, may be overriding factors, and price alone may not be determinative in the issuance of a contract or award in the evaluation process. The proposed evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the City.

A7. POINT OF CONTACT FOR QUESTIONS

Upon review of this entire document, each Proposer is encouraged to submit any and all questions you may have regarding this RFP. All questions are to be submitted via e-mail to Craig Treppa, Purchasing Agent for the City of Warren, at ctreppa@cityofwarren.org. Proposers shall tabulate all questions and submit one inquire list no later than Monday, August 3, 2015 at 5:00 pm EST. The City of Warren will not respond to questions received after this date and time.

The City shall provide responses to all questions submitted and share them with all Proposers via email by Thursday, August 6, 2015. This process will ensure that all Proposers receive the same information regarding this RFP.

Company Name: JEFFERSON CHEVROLET

Except as otherwise directed, Proposers are not to communicate with other parties within The City of Warren regarding this RFP without prior written permission from the Purchasing Agent. The City's Purchasing Division is the only office authorized to change any of the terms, conditions and/or specifications related to this RFP.

A8. TIMELINE

The following projected timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of the RFP process.

EVENT	DATE
Issue Requests for Proposals:	Monday, July 20, 2015
Last Date for Interested Parties to Submit Questions	Monday, August 3, 2015
Responses to Vendor Questions provided to Proposers	Thursday, August 6, 2015
Receive Responses to RFP	Wednesday, August 12, 2015
Complete Evaluation of Proposals	Week of August 24, 2015
Award Recommendation to City Council (if recommendation is made)	September 8, 2015

A9. DISQUALIFICATION

Failure to comply with the requirements, procedures, and provide information as requested by this document may result in disqualification.

A10. RELATIONSHIP DISCLOSURE

It is required that any relationship (business or personal) to a City employee or official be disclosed. This includes employment or other professional engagements.

A11. WORKMANSHIP

Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

Company Name: JEFFERSON CHEVROLET

B. GENERAL CONDITIONS (Effective March 16, 2011)**SIGNATURE**

Proposals and all information requested of the vendor shall be entered in the appropriate space on the proposal form and signature page. Failure to do so may disqualify your offer.

An authorized officer or employee of the proposal shall sign all proposals.

PROPOSAL SUBMISSION

Proposals shall be submitted by the date specified and at or prior to the time specified to be considered. Late proposals, e-mail, telegraphic, or telephone proposals will NOT be accepted.

Submit original, one (1) copy, and entire proposal captured on one (1) flash drive in an envelope and eight (8) additional copies in a separate sealed container – do not submit original and copies in same container. Both envelopes (containers) shall have a label attached to the outside of the ENVELOPE STATING VENDORS NAME, PROPOSAL NUMBER, PROPOSAL NAME, AND DUE DATE.

Proposals received after 12:30 pm of the date they are due will not be accepted or will be marked late, and retained unopened.

The City will not be liable for costs incurred by the proposer in the preparation and production of a proposal and/or any resulting interviews. All proposals and material submitted in conjunction with the proposals will become the property of the City.

PRICES

Prices quoted shall be for Commission unless otherwise specified.

Corrections and/or modifications received after the proposal closing time specified will not be accepted.

All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your proposal. The person signing the proposal shall initial corrections in ink.

All prices will be proposed F.O.B. DESTINATION, INCLUDE ALL DELIVERY AND ANY ADDITIONAL CHARGES and remain in effect as specified in the proposal.

PERMITS

Materials and installation shall conform to all state and local codes and regulations governing the trades included in this work including securing applicable permits. Proposers are instructed to **include the cost** of permit(s) in their bid. The successful **contractor will be required to obtain permits** as required by law, code, ordinance etc.

Authorized Signature for
Permits Clause



Company Name: JEFFERSON CHEVROLET

AWARD

Unless otherwise stated in the proposal documents, the City of Warren cannot guarantee exclusivity of the contract for the proposed products or services.

A contract or contracts, if awarded, will be awarded to the most responsible respondent (or respondents) as determined pursuant to the provisions of the City of Warren's City Charter and Code of Ordinances, provided such proposal (or proposals) is/are responsive and are in the best interest of the City of Warren to accept it/them.

The City of Warren reserves the right to consider as unqualified to perform the contract any respondent who does not habitually perform with its own forces seventy-five (75%) of the work involved.

The contract shall not be considered executed unless approved by the City Council, signed by the Mayor and City Clerk after approval as to form by the City Attorney and certification as to the availability of funds by the City Controller. Signatures on behalf of the city other than those cited above shall not constitute contract execution by the city and the contract shall be null and void.

The City of Warren reserves the right to split the award and make more than one award for the Project.

The City reserves the right to reject low proposals or to accept a higher proposal. The City reserves the right to award this project to the respondent it deems to best serve the overall interest of the city, and reserves the right to accept or reject any or all proposals received as a result of this RFP. The City of Warren reserves the right to award this proposal to the firm considered the most advantageous to the city.

The city reserves the right to reject any and all proposals, and to waive any defect or irregularity in proposals. The city reserves the right to accept and separate items in the proposal; and to accept the proposal that in the opinion of the city is to the best advantage and interest of the public we serve. The city also has the right to re-solicit proposals if it is deemed to be in the best interest of the city.

The City of Warren, at their discretion, may require the proposal (s) to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

Time of delivery may be a consideration in the award.

TERMINATION

1. Failure to Perform. The city may terminate the contract for the failure to perform a term of the contract to the satisfaction of the city. The city shall provide ten (10) days advance written notice to the Proposer for the failure to perform services or for the violation of any other term of the contract. Unless futile or the violation is recurring, the city shall provide notice and the opportunity to cure the violation prior to termination. Such notice to cure shall be given in writing by first-class mail. In the event of a dispute, or in order to avoid interruption of service, the city may engage another to perform the work; and the Proposer shall be responsible for any costs the city incurs as a result of the Proposer's violation. The city may withhold payment to offset any damages the city incurs as a result of the Proposer's violation.

2. At Will. The contract may be terminated at will by the city upon a minimum of ninety (90) days prior written notice to the other party. In the event of termination as provided in this subsection, the proposer will be compensated for all services performed and approvable reimbursable expenses from the inception date to the termination date provided the services performed and the expenses were provided in accordance with the proposal specifications. Payment shall be made upon the proposer delivering to the city all information and materials

Company Name: JEFFERSON CHEVROLET

retained by the proposer, affiliates, or subcontractors in performing the services described in the proposal specifications, whether completed or in progress.

3. MISREPRESENTATION. In addition, the city may reject this Proposal, or cancel a contract with a successful proposer, if there is evidence of any misleading or intentionally fraudulent information or documents provided in connection with this Proposal.

SPECIFICATIONS

All products and services shall be in accordance with all applicable federal, state and local statutes, rules, ordinances, etc.

All personnel shall have the appropriate licenses with endorsements for the work performed.

In addition, any personnel driving a vehicle on city property shall have the appropriate valid driver's license and have or exceed minimum statutory insurance requirements.

ASSIGNMENT OF AGREEMENT – OTHER CONTRACTORS.

The Vendor shall not assign the Agreement or any part thereof without the written consent of the city. The city reserves the right to let other agreements in connection with this work, even if of like character, for Work under an agreement.

E-VERIFY

Any proposer, attesting to his proposal by signature is affirming that the contractor/vendor has registered with, participates in and utilizes the E-Verify Program (or any successor program implemented by federal Department of Homeland Security and Social Security Administration to verify the work status of all newly hired employees employed by the contractor/vendor.

NON-IRAN LINKED BUSINESSES

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) that I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

ASSIGNMENT OF AGREEMENT AND OTHER CONTRACTORS.

The Vendor shall not assign the Agreement or any part thereof without the written consent of the City. The City reserves the right to let other agreements in connection with this work, even if of like character, for Work under an agreement.

PERIOD AGREEMENTS

No Exclusive Contract/Additional Services. Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the city may, at any time, secure similar or identical services at its sole option.

The quantities have been estimated for proposal award purposes and may be estimated based on past usage. The quantities may increase or decrease and the city makes no representation as to guarantee of usage. The quantities are estimated on an annual basis.

Company Name: JEFFERSON CHEVROLET

MICHIGAN FREEDOM OF INFORMATION ACT (FOIA)

All costs incurred in the preparation and presentation of this proposal, in any way whatsoever, shall be wholly absorbed by the prospective firm. All supporting documentation shall become the property of the City of Warren unless requested otherwise at the time of submission. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under Section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this Request for Proposals is not assured.

EQUAL EMPLOYMENT OPPORTUNITY

Attention of respondents is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against on any illegal basis, including race, color, religion, sex, nation origin or physical handicap as required by the City of Warren.

EXCEPTIONS TO THE PROPOSAL SOLICITATION

Each individual/group shall provide a list of exceptions taken to this proposal. Any exceptions taken shall be identified and explained in writing. Any exceptions taken shall be identified and explained in writing. An exception is defined as the individual/group's inability to meet a mandatory requirement or exceed a requirement in the manner specified in the proposal solicitation. If the vendor provides an alternative solution when taking an exception to a requirement, the benefits of this alternative solution shall be explained. The city reserves the right to accept or reject any exception; whichever is in the best interest of the city.

WITHDRAWAL OF PROPOSAL

Proposers may withdraw their proposals by submitting a written request over the signature of an authorized individual to the Purchasing Department any time prior to the submission deadline. Proposers may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

DISQUALIFICATION

Failure to comply with the requirements, procedures, and provide information as requested by this document may result in disqualification of the vendor's proposal.

RELATIONSHIP DISCLOSURE

It is required that any relationship (business or personal) to a City employee or official be disclosed. This includes employment or other professional engagements.

DEFAULT TO CITY

It is understood that any respondent who is in default to the city at the time of opening its proposal shall have its proposal declared null and void.

INDEMNITY CLAUSE

To the fullest extent permitted by law, the individual/group expressly agrees to indemnify and hold city harmless against all losses and liabilities arising out of or related to bodily injury or

Company Name: JEFFERSON CHEVROLET

property damages based upon any act or omission, negligent or otherwise, of Contractor or anyone acting on contractor's behalf in connection with or incident to this Contract or the work to be performed hereunder, except that contractor shall not be responsible to indemnify the city for losses or damages caused by or resulting from the city's sole negligence.

For the purposes of this indemnity clause, "City" shall mean the city, its elected and appointed officials, employees, authorities, boards and commissions and volunteers working on behalf of the city; "losses and liabilities" shall mean loss, cost, expense, damage, liability or claims, whether groundless or not; "personal injury" shall mean false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, assault and battery, libel, slander, defamation of character, discrimination, mental anguish, wrongful entry or eviction, violation of property or deprivation of rights, privileges or immunities secured by the constitution and laws of the United States of America or the State of Michigan, for which Vendor may be held liable to the injured party in any action at law, suit in equity or other proceedings for redress; "bodily injury: shall mean bodily injury, sickness or disease (including death resulting at any time there from) mental anguish and mental injury which may be sustained or claimed by any person or persons; and "property damage" shall mean the damage or destruction of any property, including the loss of use thereof.

The contractor's obligation to indemnify and hold the city harmless shall include, but not be limited to (1) the obligation to defend the city from any such suit, action or proceeding, and (2) the obligation to pay any and all judgments which may be recovered in any such suit, action or proceeding, and/or any and all expenses, including but not limited to costs, attorney fees and settlement expenses which may be incurred.

EXTENSION OF AWARD TO THE MITN PURCHASING COOPERATIVE

All vendors awarded contracts from this proposal may, upon mutual agreement, extend pricing to the Michigan Intergovernmental Trade Network (MITN) Purchasing Cooperative. Each entity is responsible for its own payments and is to be considered individually for billing and collection purposes. Each entity will provide their own purchase order and delivery location(s) and must be invoiced separately to the address indicated on their purchase order.

APPENDIX A OF TITLE VI PLAN

During the performance of this contract, the contractor, for itself, its assignees and successors, in interest (hereinafter referred to as the "contractor") agrees, as follows:

- 1. COMPLIANCE WITH REGULATIONS.** The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2. NONDISCRIMINATION.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.
- 3. SOLICITATION FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT.** In all solicitations either by competitive proposals or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials

Company Name: JEFFERSON CHEVROLET

or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. INFORMATION AND REPORTS. The contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. SANCTIONS FOR NONCOMPLIANCE. In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

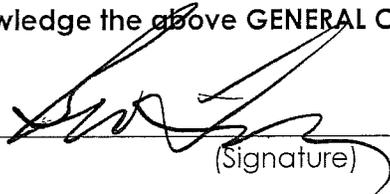
a. Withholding payments to the contractor under the contract until the contractor complies and/or

b. Cancellation, termination or suspension of the contract, in whole or in part.

6. INCORPORATION OF PROVISIONS. The contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

THE ABOVE GENERAL CONDITIONS ARE CONSIDERED IN FORCE UNLESS SPECIFICALLY ADDRESSED IN ANOTHER SECTION OF THE PROPOSAL DOCUMENT

We have read and acknowledge the above GENERAL CONDITIONS


(Signature)

Company Name: JEFFERSON CHEVROLET

C. INSURANCE

The awarded Proposer will be required to provide the City with certificates of insurance naming the City of Warren, City of Warren Municipal Building Authority, Downtown Development Authority, the 37th District Court, all elected appointed officials, employees and volunteers as individuals acting within the scope of their authority, AS AN ADDITIONAL INSURED: and providing the following coverage and limits. Sub-contractors utilized by the awarded Proposer shall be subject to these same conditions:

INSURANCE CERTIFICATE MUST BE SUBMITTED BY THE INSURANCE AGENCY, NOT THE PROPOSER.

COMMERCIAL GENERAL LIABILITY:

The following coverage is part of the General Liability policy:

Policy should be on an **OCCURRENCE BASIS WITH COMBINED SINGLE LIMITS.**

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage-Any one fire	\$ 50,000
Medical Expense-Any one person	\$ 5,000
Per project aggregate limit, Independent contractors coverage, Broad form property damage	
Blanket contractual liability coverage	

AUTOMOBILE LIABILITY:

Automobile liability insurance coverage shall be \$1,000,000 combined single limit for any auto and include hired autos and non-owned autos.

WORKERS' COMPENSATION INSURANCE:

Workers' compensation insurance shall be statutory under the State of Michigan Workers' Compensation Act.

UMBRELLA LIABILITY POLICY:

Umbrella liability shall be \$2,000,000 and be "following form".
Insurance certificates shall contain a provision to the effect that the insurance company **SHALL NOTIFY the City at least thirty (30) days prior to CANCELLATION OR MATERIAL CHANGE** of the insurance.

(*) Can meet insurance as indicated.

() Cannot meet but offer the following: _____

Authorized signature for _____
Insurance Clause

Please note; policy requires that we use ISO Form. In doing so, we only use the acord form 30 which is specific to garage liability, which does cover all items listed above.

Note, the insured does not have an aggregate.

This means that the insured can use the \$1,000,000 per occurrence limit as many times as needed throughout the policy term.

Company Name: JEFFERSON CHEVROLET

D. SELECTION PROCESS

All interested parties are invited to respond to this RFP document. All proposals shall be opened publicly at the date and time specified. Each shall be recorded with the name of the proposer. All proposals shall be in accordance with the Purchasing ordinance and the requirements of this notice in order to be deemed responsive.

The review committee members will evaluate and rank the proposals on the basis of the greatest benefit to the City of Warren. No negotiations, decisions, or actions shall be initiated by any vendor as a result of any verbal discussion with any City employee prior to the opening of responses to this document.

The City of Warren reserves the right to select and subsequently, recommend for award, the proposal which best meets its required needs, quality levels, and budget constraints. The City of Warren reserves the right to reject any and all proposals, to make an award based directly on the proposals, or to negotiate further with one or more vendors. The City further reserves the right to make the final determination of actual equivalency or suitability of proposals with respect to requirements outlined herein.

Warren may award a contract based on initial offers received, without discussion of such offers. Proposer's initial offer should therefore be based on the most favorable terms available from a price and technical standpoint. The City may, however, have discussions with those proposers that it deems in its discretion to fall within a competitive range.

The selection process will be based on the responses to this Request for Proposal. The City reserves the right to select the proposal that best meets its needs. A committee comprised of members from the City Controller's Office, Warren City Council, Purchasing Division, Attorney's Office, Building Maintenance Division as well as other selected committee members, will judge each proposer's response.

The City will use, but not be limited to, the following criteria to select the contractor to furnish GM Dealer OEM parts and services for the City of Warren.

ITEM	CRITERIA
1.	General
2.	Qualifications & Experience
3.	Services Offered
4.	Pricing
5.	References

E. RESPONSE FORMAT

Please complete the Questionnaire Section (Section F) by stating the question/inquiry and your company's **detailed customized written response** to all questions included in this RFP. A simple "Yes" or "No" answer may not be sufficient. Please be as detailed as possible with your responses.

The City requires a complete cost proposal for all available services. All costs shall be included in the cost proposal. Proposer's response should provide a clear, concise and complete description of Proposer's strategy and ability to meet the project requirements as defined in the RFP. The proposal shall be in hardcopy format, using only the format(s) provided by the City of Warren.

Company Name: JEFFERSON CHEVROLET

As part of your response, the Proposer is to include a signed original of the RFP and one (1) copy in an envelope along with eight (8) additional copies in a separate sealed container – do not submit original and eight (8) copies in same container.

Any supplemental information (marketing materials, brochures, etc.) or "boiler-plate" material is to be submitted as Appendices. Failure to submit the bid in the designated format may disqualify the Proposer's entire response.

F. **QUESTIONNAIRE**

F1. **GENERAL**

Please complete the following information pertaining to your company:

1. Please provide Information about your company (description of the vendor, its' organization, size, and nature of general services provided.)
2. Please complete the table below:

Company Name:	JEFFERSON CHEVROLET CO. ^{DBA} Trader Ray Tire Center
Address:	2130 E Jefferson Ave, Detroit MI 48207
Contact Person (include phone and email):	Brian Tellier (313) 259-1200 bte@jeffersonchevrolet.com
Address where materials and vehicles will be serviced:	same
City/State/Zip Code:	DETROIT / MI / 48207
Telephone Number:	(313) 259-1200
Fax Number:	(313) 259-5597
Email Address:	bte@jeffersonchevrolet.com
Year Vendor was Established:	1936
DBA Used Within Last Five Years:	TRADER RAY TIRE CENTER
Years in Business:	79
# Of Employees:	50
Type of Organization: (Circle One)	a. Individual b. Partnership <input checked="" type="radio"/> c. Corporation d. Joint Venture e. Limited Liability f. Other

Company Name: JEFFERSON CHEVROLET

- 3. List your service department's hours of operation. *7:00 AM - 6:00 PM MON - FRIDAY*
- 4. List your parts department's hours of operation. *8:00 AM - 5:00 P.M MON - FRIDAY*
- 5. List the holidays which are observed by your Dealership. *MEMORIAL DAY, 4th JULY, LABOR DAY, CHRISTMAS, NEW YEAR'S DAY, THANKSGIVING*

F2. QUALIFICATIONS AND EXPERIENCE OF GM DEALER

- 6. Does your company meet the Insurance requirements as described herein? Please submit copy of insurance certificate. *YES - Attached*
- 7. Describe any characteristics or capabilities which may make your Dealership uniquely qualified to provide parts and repair service for the City of Warren. *Extensive Fleet Experience & similar accounts*
- 8. How many years has your company been providing GM OEM parts and service? *7 YEARS*
- 9. What is your proximity, in miles, from your Dealer/service location to the DPW Fleet Maintenance Garage located at 12801 Stephens, Warren MI? *8 MILES*
- 10. How many certified technicians do you employ for each of the following categories?
 - a. State: *7*
 - b. ASE: *5*
 - c. GM: *7*
- 11. How many of the certified technicians stated above are Master Certified for each of the following category?
 - a. State: *2*
 - b. ASE: *1*
 - c. GM: *2*
- 12. Is your Dealership an authorized service and parts center for all GM Light Duty vehicles? If yes, please provide verifying documentation. *YES - GM Dealer has to be*
- 13. Is your Dealership an authorized service and parts center for all GM Medium Duty vehicles? If yes, please provide verifying documentation. *YES*

F3. SERVICES OFFERED

LIGHT DUTY VEHICLES:

- 14. What is your dollar value of inventory on hand for Light Duty vehicles? *\$100,000*
- 15. What is your Dealership's service capacity for Light Duty vehicles (i.e. # of bays, hoists, etc.)? *18*
- 16. Is delivery of parts to the DPW Fleet Maintenance Garage offered by your Dealership for Light Duty vehicles? If yes, please explain the process for ordering and delivery of parts. Include deadlines for ordering and timeframes for delivery. *Place order, deliver parts A.S.A.P. by 3PM Next Day*
- 17. Does your Dealership provide a courtesy shuttle service for Light Duty vehicles? *YES* *MIN. order \$100 applies*
If yes, please detail. *WE HAVE 3 COURTESY SHUTTLES*
- 18. Does your Dealership provide a vehicle pickup/delivery service for Light Duty vehicles? *YES*
If yes, please detail. *UPON ADVANCED NOTICE, WE HAVE COURTESY DRIVERS TO PICK UP & DELIVER VEHICLES THIS MAY NOT BE AVAILABLE ON CERTAIN DAYS. VEHICLES MUST BE DRIVABLE*

Company Name: JEFFERSON CHEVROLET

HEAVY DUTY TRUCKS:

- 19. What is your dollar value of inventory on hand for Medium Duty trucks? **\$50,000.**
- 20. What is your Dealership's service capacity for Medium Duty vehicles (i.e. # of bays, hoists, etc.)? **2 HOIST / 1 FLAT BAY**
- 21. Is delivery of parts to the DPW Fleet Maintenance Garage offered by your Dealership for Medium Duty vehicles? **Yes**, please explain the process for ordering and delivery of parts. Include deadlines for ordering and timeframes for delivery. **Place order by 3PM / deliver parts a.s.a.p. by 2PM next day**
- 22. Does your Dealership provide a courtesy shuttle service for Medium Duty trucks? **YES - (3) shuttles** **MIN. \$100 order applies**
If yes, please detail.
- 23. Does your Dealership provide a vehicle pickup/delivery service for Medium Duty trucks? **NO**
If yes, please detail.

F4. PRICING

The City requires a complete cost proposal for all available services, including, but not limited to the following:

LIGHT DUTY VEHICLE PARTS:

- 24. Please list your minimum discount off of the Manufacturer's List Price (to be taken from the current catalog) for Light Duty vehicle parts. **10%**
- 25. Please state and detail any other fees/charges, not otherwise described. **Keycode look-ups \$20.00 each**

LIGHT DUTY VEHICLE SERVICE:

- 26. Please detail your labor rates for servicing Light Duty vehicles? **\$65.00/FLAT RATE HR**
- 27. Please detail your labor rates for body shop work on Light Duty vehicles? **\$42.00 Flat Rate HR**
- 28. Please state and detail any other fees/charges, not otherwise described. **SHOP SUPPLIES \$28/PAINT LABOR HOUR**
Frame repair \$45.00 / Flat rate / Hr

MEDIUM DUTY TRUCK PARTS:

- 29. Please list your minimum discount off of the Manufacturer's List Price (to be taken from the current catalog) for Medium Duty truck parts. **10%**
- 30. Please state and detail any other fees/charges, not otherwise described. **Keycode look-ups \$20.00 each**

MEDIUM DUTY TRUCK SERVICE:

- 31. Please detail your labor rates for servicing Medium Duty trucks? **\$85.00/FLAT RATE HR**
- 32. Please detail your labor rates for body shop work on Medium Duty trucks? **\$45.00/Flat rate/Hr**
Frame \$55 Flat-rate/Hr
- 33. Please state and detail any other fees/charges, not otherwise described. **SHOP SUPPLIES \$45/PAINT LABOR HOUR**

Company Name: Jefferson Chevrolet

F5. REFERENCES:

Please list municipalities, large fleets, or organizations that your company has provided parts and repair services similar to those being proposed in this RFP:

1. Agency: CITY OF DETROIT - water & sewage Year 2015

Address 6425 HUBER, Detroit MI 48211

Contact Name: Josia Mitchell - purchasing Phone (313) 267-1397

Contact Title: OR RITA JONES - contracts

Describe the Services Performed for this Reference: Parts / Tires / Body Shop repairs

NOTE: "GENERAL SERVICES DIVISION" & "DDOT" also references

Did you service Light Duty vehicles or Medium Duty trucks: Rare customer pay, mostly warranty

State the length in years and months that you provided these services for this reference:

2 1/2 yrs BY BID

Please include letters of reference, when available (references should involve key employees who would handle the work at the City of Warren).

.....

2. Agency: CARAMAGNO FOODS Year 2015

Address 14255 Dequindre, Detroit MI 48212

Contact Name: JAMES PESZTAK Phone (313) 580-3236-C

Contact Title: FLEET MGR

Describe the Services Performed for this Reference: Maintenance + MAJOR REPAIRS

HD Engine / Trans / Brakes

Did you service Light Duty vehicles or Medium Duty trucks: Prim Med. some light vans

State the length in years and months that you provided these services for this reference:

30 yrs

Please include letters of reference, when available (references should involve key employees who would handle the work at the City of Warren).

Company Name: JEFFERSON CHEVROLET

3. Agency: STATE OF MICHIGAN Year 2015

Address 6951 CROWNER DR. LANSING MI 48909

Contact Name: DAVID HOFFMISTER Phone (517) 322-6338

Contact Title: Fleet Consulting Mgr

Describe the Services Performed for this Reference: Fleet Maintenance
(Road Over Garage)

Did you service Light Duty vehicles or Medium Duty trucks: _____

State the length in years and months that you provided these services for this reference:

7 Years

Please include letters of reference, when available (references should involve key employees who would handle the work at the City of Warren).

.....
4. Agency: CITY OF WARREN Year 2015

Address 1 City Sq., 425 - Warren MI 48093

Contact Name: NATHAN MOEHLIG Phone 586-759-9280

Contact Title: GARAGE SUPERVISOR

Describe the Services Performed for this Reference: TIRE PURCHASES

Did you service Light Duty vehicles or Medium Duty trucks: NO

State the length in years and months that you provided these services for this reference:

10 Years +

Please include letters of reference, when available (references should involve key employees who would handle the work at the City of Warren).

Company Name: Jefferson Chevrolet

G. DECLARATIONS

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide GM Dealer OEM parts and services as described herein for the prices set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the services.

It is understood that all proposed prices shall remain in effect for at least sixty (60) days from the date of the proposal opening to allow for the award and that, if chosen the successful vendor, the prices will remain firm through the contract period.

The proposer affirms that he/she is duly authorized to execute this proposal, that this company, corporation, vendor, entity, partnership or individual has not prepared this proposal in collusion with any other proposer and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award, and the proposer has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

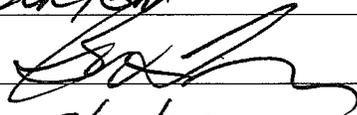
The Proposer certifies that this proposal is submitted without collusion, fraud or misrepresentation as to the other proposers, so that all proposals for this project will result from free, open and competitive proposing among all vendors.

By submission of a response, the Proposer agrees that at the time of submittal, it, its owners and officers: (1) have no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the City of Warren. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the City, at its discretion may reject their proposal.

The submission of a proposal hereunder shall be considered evidence that the proposer is satisfied with respect to the conditions to be encountered and understands the character, quantity and quality of the work to be performed.

Representative's Name: BRIAN TELLIER

Title: SALES/SALES

Signature: 

Date: 7/22/15

Company Name: JEFFERSON CHEVROLET



CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YY)
6/26/2015

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

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

PRODUCER JIM NIKKEL 5000 DEARBORN CIRCLE SUITE 200 MT. LAUREL, NJ 08054 000125K257	CONTACT NAME: DEALERPRODUCTS@ALLY.COM PHONE A/C, No, Ext): (800) 729-4622 Email Address: DEALERPRODUCTS@ALLY.COM	FAX A/C, No): (866) 955-6665
	INSURERS AFFORDING COVERAGE	
INSURED JEFFERSON CHEVROLET COMPANY (SEE NAMED INSURED ENDT) 2130 E JEFFERSON AVENUE DETROIT MI 48207	INSURER A: HARCO NATIONAL INSURANCE COMPANY	NAIC # 26433
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GARAGE LIABILITY			CPP0006514-00	7/1/2015	7/1/2016	AUTO ONLY (EA ACCIDENT) \$ 1,000,000	
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS USED IN GARAGE BUSINESS						OTHER THAN AUTO ONLY	EA ACCIDENT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						AGGREGATE	\$ N/A
								\$
	GARAGE KEEPERS LIABILITY						COMP / OTC	LOC \$
	<input type="checkbox"/> LEGAL LIABILITY <input type="checkbox"/> DIRECT BASIS						SPECIFIED PERILS	LOC \$
	<input type="checkbox"/> PRIMARY <input type="checkbox"/> EXCESS						COLLISION	LOC \$
								LOC \$
	GENERAL LIABILITY			INCLUDED IN GARAGE			EACH OCCURRENCE \$	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED. EXPENSE (Any one person)	\$
							PERSONAL & ADV. INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG.	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			BU-0006514-00	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 10,000,000	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ N/A
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER \$
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under REMARKS below	Y/N	N/A				E.L. EACH ACCIDENT	\$
							E.L. DISEASE-POLICY LIMIT	\$
							E.L. DISEASE-EACH EMPLOYEE	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PROOF OF INSURANCE.

CERTIFICATE HOLDER
 JEFFERSON CHEVROLET COMPANY
 2130 E. JEFFERSON AVENUE
 DETROIT, MI 48207
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Revised due date of RFP-W-9222 (GM Dealer Parts & Service) - City of Warren

Craig Treppa

Wed 8/12/2015 12:30 PM

To: Craig Treppa <ctreppa@cityofwarren.org>;

Cc: Sean Clark <svclark@cityofwarren.org>; Dennis Clark <dclark@cityofwarren.org>; Annette Gattari-Ross <agattariross@cityofwarren.org>; sgwarner1@yahoo.com <sgwarner1@yahoo.com>; Phillip Easter <peaster@cityofwarren.org>; Nathan Moehlig <nmoehlig@cityofwarren.org>; Gus Ghanam <gghanam@cityofwarren.org>;

Bcc: mboguth@hamiltonchevy.com <mboguth@hamiltonchevy.com>; tbieganski@buffwhelan.com <tbieganski@buffwhelan.com>; jkesner@mhchevy.com <jkesner@mhchevy.com>; rtestani@jamesmartindetroit.com <rtestani@jamesmartindetroit.com>; djo@raylaethem.com <djo@raylaethem.com>; lrieck@suburbancollection.com <lrieck@suburbancollection.com>; brian@vyletel.com <brian@vyletel.com>; jbinfet@jimcausley.com <jbinfet@jimcausley.com>; bt@jeffersonchevrolet.com <bt@jeffersonchevrolet.com>; mperkins@merollishevycars.com <mperkins@merollishevycars.com>; jhorn@edrinke.com <jhorn@edrinke.com>; frinkejr@edrinke.com <frinkejr@edrinke.com>; dcohen@moranautomotive.com <dcohen@moranautomotive.com>;

Please note that the due date to submit proposals for RFP-W-9222; "To Furnish GM Dealer OEM Parts and Service" has been extended to Wednesday, August 19th at 12:30 pm due to a lack of competitive proposals received in the City of Warren's Purchasing Office.

Thank you.

Craig J. Treppa
Purchasing Agent
City of Warren, Purchasing Division
One City Square, Suite 425
Warren, MI 48093
Phone: 586-574-4636
Fax: 586-574-4614
Email: ctreppa@cityofwarren.org
www.cityofwarren.org



CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425
WARREN, MI 48093-5289
(586) 574-4600
FAX (586) 574-4614
www.cityofwarren.org

OCTOBER 5, 2015

TO: MR. SCOTT C. STEVENS, SECRETARY, WARREN CITY COUNCIL
SUBJECT: AWARD MACK TRUCK PARTS AND FACTORY AUTHORIZED SERVICE; SOL-W-9300

The Purchasing Department concurs with the Department of Public Works (DPW) and recommends that City Council authorize the purchase of Mack Truck Parts and Factory Authorized Service to the sole source provider, Wiegand Mack Sales, 37580 Mound Road, Sterling Heights, MI 48310, for a three year period with the option to renew for two additional one-year periods, in an annual amount not to exceed \$150,000.00.

The Warren DPW is always seeking opportunities to standardize its vehicle fleet. One area where this is evident is with the Sanitation Division. The majority of its sanitation trucks now have Mack chassis. This standardization has increased the City's need for Mack parts and service.

Wiegand Mack is the only authorized Mack parts and service dealer within a twenty-five mile radius of the City of Warren (see attached). Thus, they are considered a sole source provider.

General maintenance will still continue to be completed at the DPW Garage. This award shall be for manufacturer specific parts and service.

Funds are available in the DPW Vehicle Maintenance Account: 1442-86300.

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Gus Ghanam
Deputy Superintendent

Approved By:	Signature	Date
BUDGET DIRECTOR:		10/5/15
CONTROLLER:		10/5/2015
MAYOR:		10/6/15

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WIEGAND MACK SALES & SERVICE 37580 MOUND RD STERLING HEIGHTS, MI 48310-4122 Phone : +1(586)977-8200
MACK LEASE OF DETROIT, INC.

37580 MOUND RD
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TRUCKS PARTS & SERVICES POWERTRAIN & SUSPENSIONS COMMUNITY

M & K TRUCK CENTERS

8800 BYRON COMMERCE DR SW
BYRON CENTER, MI 49315-8491
Phone : +1(616)583-2100
Fax : +1(800)968-8880

M & K TRUCK LEASING, LLC

8800 BYRON COMMERCE DR SW
BYRON CENTER, MI 49315-8491
Phone : +1(616)583-2100

M & K TRUCK CENTERS

4214 BLUE STAR HWY
HOLLAND, MI 49423
Phone : +1(616)393-5020
Fax : +1(800)968-8880

M & K TRUCK LEASING, LLC

865 INTERCHANGE DR
HOLLAND, MI 49423-8514
Phone : +1(616)393-5020

INTERSTATE TRUCKSOURCE INC

29085 SMITH RD
ROMULUS, MI 48174-2242
Phone : +1(734)467-7100

INTERSTATE TRUCK LEASING, INC.

29085 SMITH RD
ROMULUS, MI 48174-2242
Phone : +1(734)467-7100

INTERSTATE TRUCKSOURCE, INC.

3301 W SAWYER DR
SAGINAW, MI 48601-9260
Phone : +1(989)607-3195

INTERSTATE TRUCK LEASING, INC.

3301 W SAWYER DR
SAGINAW, MI 48601-9260
Phone : +1(989)607-3195

M & K TRUCK CENTERS

2593 AZO DR
KALAMAZOO, MI 49048-9540
Phone : +1(269)343-1287
Fax : +1(800)632-9559

M & K TRUCK LEASING, LLC

5140 MEREDITH ST
PORTAGE, MI 49002-2004
Phone : +1(269)343-1287

STANG SALES & SERVICE COMPANY

3213 10TH ST
MENOMINEE, MI 49858-1707
Phone : +1(906)863-2606

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(SIR) EMISSIONS INFORMATION

October 1, 2015

Craig Treppa
Purchasing Agent

RE: Wiegand Mack Sales and Service Sole Source

Dear Mr. Treppa,

The City of Warren has standardized large areas of our heavy truck fleet, by purchasing Mack chassis for our Sanitation department, over the last 10 years. This standardization has increased our need to use Wiegand Mack, for parts and service. Wiegand Mack is the only Mack dealer located within 25 miles of City of Warren's DPW Central Garage. Non warranty repairs would be manufacturer specific.

I recommend an award for manufacturer specific parts and service, excluding general maintenance, for a term of 3 years, with the option of renewal annually for two years after that, not to exceed \$150,000 a year.

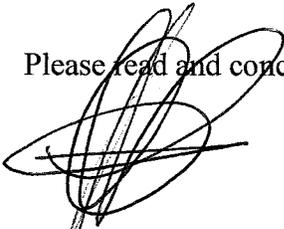
If you have any questions, please feel free to contact me.

Respectfully,



Sean Clark
Associate Manager
Division of Public Works

Please read and concur,



Gus Ghanam
Deputy Director
Public Service

RESOLUTION

Document No: SOL-W-9300

Product or Service: Mack Truck Parts and Service

Requesting Department: DPW

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2015 at 7 p.m. Eastern Standard Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

Upon performing a diligent inquiry, the Department of Public Works has determined that it is necessary, in the interests of the City, to acquire supplies, materials, equipment and/or goods from a sole source.

Wiegand Mack Sales, 37580 Mound Road, Sterling Heights, MI 48310 has been selected as the sole source provider for furnishing Mack Truck Factory Authorized Parts and Service, as they are the only Factory Authorized Service Dealer in the area.

The Purchasing Agent has conducted a review and concurs with the sole procurement.

Funds are available in the DPW Vehicle Maintenance Account: 1442-86300.

IT IS RESOLVED, that the sole source purchase of Mack parts and service though Wiegand Mack Sales is hereby accepted by City Council from the official date of

City Council approval for a period of three years with the option to renew for two additional one-year periods in an amount not to exceed \$150,000.00 annually.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

- Contract
- Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2015.

SCOTT C. STEVENS
Secretary of the Council
Mayor Pro Tem



CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425
WARREN, MI 48093-5289
(586) 574-4600
FAX (586) 574-4614
www.cityofwarren.org

OCTOBER 5, 2015

TO: MR. SCOTT C. STEVENS, SECRETARY OF WARREN CITY COUNCIL
FROM: RFP-W-9148 REVIEW PANEL
SUBJECT: REVIEW PANEL RECOMMENDATION TO AWARD RFP-W-9148:
AMBULANCE FEE BILLING AND COLLECTION SERVICES

RECOMMENDATION:

The RFP-W-9148 review panel recommends that Ambulance Fee Billing and Collection Services, at the all-inclusive contingency rate fees shown below, be awarded to AccuMed Billing, Inc., 23521 Telegraph Road, Brownstown, Michigan 48193 for a five (5) year period with the option to renew for two (2) additional two (2) year periods followed by one final option to renew for one (1) additional year, and authorize the Mayor and Clerk to sign the attached agreement. Expenditures will be based on the revenues collected.

Term	Years	Rate Fee
One	1-5	5.00%
Two	6-7	5.20%
Three	8-9	5.30%
Four	10	5.20%

OVERVIEW:

The City of Warren solicited proposals for Ambulance Fee Billing and Collection Services (not bad debt collections) on April 8, 2015. Through the proposal process, the City of Warren sought to retain an efficient and effective ambulance billing service for the City of Warren. The specifications identified two (2) main goals of the city with respect to the proposed contract:

- "4.1 It is the City's objective to select a reputable firm:
- 4.1.1 That is located in, or has a local contact office in, Michigan to provide ambulance medical billing, accounts receivable functions for patient services rendered and or billing for other emergency response services.
 - 4.1.2 To provide direct electronic deposit of funds into the City's bank account.
 - 4.1.3 To provide complete, accurate and thorough financial reports to the Fire Commissioner and or other designated City officials.
 - 4.1.4 To provide guidance to the City in establishing fee structures that maximizes reimbursement of charges from insurers public and private.
 - 4.1.5 To provide the requested services subject to the Fire Commissioner and or other designated City officials having the ability to review and authorize the collection of all accounts prior to being sent to collections activity.
- 4.2 The selected firm shall comply with the privacy obligations applicable to them under the Health Insurance Portability and Accountability Act of 1996 and the regulations issued pursuant thereto, as amended, (HIPAA) to protect the privacy of Personal Health Care Information (PHI) as delivery, collected, processed or obtained."

RFP PROCESS:

On April 8, 2015, the Request for Proposals was posted on the MITN system. On Wednesday, April 29, 2015, sealed proposals were publicly opened for RFP-W-9148. Eight (8) firms responded with proposals. Their proposals are summarized on the attached tabulation form submitted for your review.

EVALUATION PROCEDURE:

The proposal responses were sent to committee members and subsequently the review committee met to evaluate the merits of each proposal.

A broad summary of the proposals that were not considered for award appears below. Of the Eight (8) respondents, those without EMS experience, without a client in Michigan, with little or no billing experience, with HIPAA breaches, or those that did not provide adequate information in their proposal were not considered for award.

Digitech Computer, Inc. - Digitech is a New York-based company with no clients in the State of Michigan. Digitech stated that they have had no HIPAA breaches in the last five years. However, within the same document, Digitech discloses a HIPAA breach that occurred within their organization. Digitech did not include the amount billed or the recovery percentage; therefore, the review panel was unable to make direct comparisons with other proposals. Therefore, they were not considered for award.

Intermedix - Intermedix is a Florida-based company with one Michigan client listed in their proposal. Intermedix did have a HIPAA breach that the RFP review panel determined was significant enough to remove Intermedix from consideration for award. Therefore, they were not considered for award.

McKesson Services, Inc. - McKesson has no Certified Coders for EMS billing. They provide in-house certifications for its employees. McKesson did not adequately indicate their average collection rate. Therefore, they were not considered for award.

Mid-Michigan Medical Billing Service, Inc. - Mid-Michigan does not have any Certified Coders for EMS billing. In addition, they have no municipal or EMS accounts. They are a small company whose current clients are doctor's offices. They could not provide a recovery rate because they do not bill for EMS agencies. Therefore, they were not considered for award.

Midwestern Audit Services, Inc. - Midwestern Audit is a collection agency and not an EMS billing agency. They were unable to indicate their average collection rate or explain what went into determining the collection rate. Therefore, they were not considered for award.

Mobile Health Resources - Mobile Health does not have any Certified Coders for EMS billing. They have a small client list and employ a small staff (9 full time and 3 part-time employees). Therefore, they were not considered for award.

Parastar - Parastar did not share its recovery rate in their proposal. In addition, Parastar was involved in a HIPAA breach of patient information. Three municipalities in Southeast Michigan switched their EMS billing and collection services vendor from Parastar to AccuMed in recent years. Therefore, they were not considered for award.

RECOMMENDATION:

After careful consideration, the RFP Review Panel is recommending that City Council award EMS Billing to **AccuMed Billing, Inc.**

Founded in 1989, AccuMed Billing, Inc. exclusively supports EMS providers and suppliers and is dedicated to providing EMS billing and collection services to over 186 clients in 6 states, including 135 municipalities in Michigan. AccuMed services many municipalities in Wayne (21), Oakland (17), and Macomb Counties (11). Some of the local Fire Departments being serviced by AccuMed include the cities of Dearborn, Dearborn Heights, West Bloomfield, Warren, and Shelby Township.

AccuMed's front-line coders and managers are Certified Ambulance Coders (CAC), having been certified through the National Association of Ambulance Coders (NAAC). This type of certification is currently the only one in the nation that relates to ambulance billing. In addition, the staff is trained in, and specializes in, specific applications (e. g. data entry, collection, payment application, rejections, training, etc.).

AccuMed Billing, Inc. recovered over \$86,000,000.00 on behalf of their clients in 2014. Since January, 2010, AccuMed has recovered over \$13,000,000.00 on behalf of the City of Warren. Since AccuMed has a large client base, they have the resources to devote staff to specialized operations such as data entry, payment application, collection, accounting, etc. Their large volume also results in familiarity with regulations. Over the years they have experienced a wide variety of insurance carriers and aberrations in billing, so they are very familiar with dealing with all of the different issues relating to billing that may arise.

Additionally, AccuMed has maintained a perfect record of full compliance with the Health Insurance Portability and Accountability Act (HIPAA) and all regulatory entities.

The City has been utilizing EMS billing and collection services through AccuMed for over five years and has been very satisfied with their work. The RFP Review Panel is recommending

award to AccuMed based on the position that AccuMed has the best combination of size, expertise with our service area, hospital relationships, billing expertise, software solutions, and HIPAA compliance to meet the needs of the City.

Funds for this service are available in the Fire Department Contractual Services Account 1336-80100.

Respectfully Submitted,



Craig Treppa
Purchasing Agent

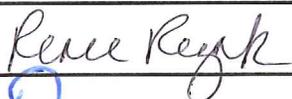
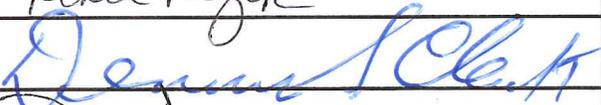
The attached contract has been prepared by the Acting City Attorney and will be finalized to incorporate the terms of the selected proposal.



Mary Michaels
Acting City Attorney

COMMITTEE MEMBERS:

- Steven G. Warner, City Council Member
- Dennis Clark, Assistant City Controller
- Wilburt McAdams, Fire Commissioner
- Mary Michaels, Acting City Attorney
- Phil Easter, Human Resources and Risk Management Director
- David Frederick, Fire Chief
- Craig Treppa, Purchasing Agent

Approved By:	Signature	Date
Budget Director:		10/5/15
<i>assist</i> Controller:		10/5/15
MAYOR:		10/5/15

SUBMITTER	RATES PROPOSED BY VENDOR. ESTIMATED REV. \$2,500,000	COMMENTS	RANK
ACCUMED	5.49% est. charges \$137,250.00	*Michigan company. No HIPAA breaches. All coders are Certified Ambulance Coders (CAC). Department has established a positive working relationship over the past 5+ years. Company provides billing services for most of the largest Fire based EMS agencies in Wayne, Oakland & Macomb Counties. \$290.01 Recovery rate. City wrote off \$735,467.00 of billable for residents and business owners, which affected recovery rate. Recovery rate rises to \$362.00 by adding in write-offs. Recovery rate = 63%.	1
ADPI CORPORATE INTERMEDIX	5.2% est. charge \$130,000.00	*Florida company with Warren office. 1 Michigan client. HIPAA breach last year. Seven (7) of 50 EMS billing coders have (CAC) certification. Recovery rate 60%. Recovery rates directly impacted by region served. I.E.; South, East & West Coast reimbursement rates higher than Midwest reimbursement rate.	4
DIGITECH COMPUTER INC	3.35% est. charge \$83,750.00	*New York company. No Michigan clients. HIPAA breach (minor). Question 8.1.3 company answered question, "no". Will not bill for other potential billable services, such as haz-mat, tech rescue, or extrications which we may bill for in the future. Recovery rate is \$371.00/incident, however, company did not disclose amount billed and recovery percentage, therefore, unable to make direct comparisons with other proposals. Recovery rates directly impacted by region i.e.; East Coast different from Midwest.	2
MCKESSON-PST SERVICES, INC	4.2% est. charge \$105,000.00	*Georgia company. No Certified Coders for EMS billing. Internal certification for employees. Licensed in the State of Michigan as a foreign profit organization. Did not answer question 8.5.19 regarding recovery rate. Provided range of \$220 to over \$300 for departments with similar demographics to Warren.	3
MID MICHIGAN MEDICAL BILLING SERVICE	5.0% est. charge \$125,000.00	*Michigan company. No Certified Coders for EMS billing. No municipal or private EMS accounts. Current clients are doctors office. Small company. Did not answer 2 questions. No recovery rate because do not bill for EMS agencies (Doctors Offices).	7

MIDWESTERN AUDIT	5.0% est. charge 125,000.00	*Michigan company. Collection Agency. Not an EMS Billing Agency. Did not answer question 8.5.19 regarding recovery rate.	8
MOBILE HEALTH RESOURCES	6.0% est. charge 150,000.00	*Michigan company. No Certified Coders for EMS billing. Company's client list are small. Small staff of 11 employees. Recovery rate 60.8% or \$2,142,223.00.	5
PARASTAR	5.0% est. charge 125,000.00	*Michigan company. A HIPPA breach of patient information within the last five years. Non-compliance insurance requirements. Did not answer question 8.5.19 regarding recovery rate.	6

RESOLUTION

Document No: RFP-W-9148
Product or Service: Ambulance Fee Billing and Collection Services
Requesting Department: Fire

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2015 at 7 p.m. Eastern Daylight Saving Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

The Fire Department sought a qualified vendor to furnish Ambulance Fee Billing and Collection Services for the City.

On Wednesday, April 29, 2015, sealed Requests For Proposals were publicly opened for RFP-W-9148. The RFP document required the firms to provide qualification and pricing information pertaining to furnishing ambulance fee billing and collection services.

Eight proposals were received and sent to the review panel members and, subsequently, the review panel met to evaluate the merits of each proposal.

The review panel determined that the proposal submitted by AccuMed Billing, Inc., 23521 Telegraph Road, Brownstown, Michigan 48193 best met the City's vision for furnishing ambulance fee billing and collection services.

IT IS RESOLVED, that AccuMed Billing, Inc. is hereby awarded ambulance fee billing and collection services, per the executed contract and proposal document (RFP-W-9148), for a period of five years with the option to renew for two additional two-year periods followed by the option to renew for one additional year (total of a possible ten years). The award shall commence upon City Council approval and the date that the contract is executed.

Funds are available in the Fire Department Contractual Services Account: 1336-80100.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

- Proposal Documents
- Contract
- Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2015.

SCOTT C. STEVENS
Secretary of the Council
Mayor Pro Tem

**EMS TRANSPORT AND FIRE SERVICE BILLING
SERVICE AGREEMENT PURSUANT TO RFP-W- 9148**

AccuMed:	AccuMed Billing, Inc. a Michigan corporation 23521 Telegraph Rd. Brownstown, MI 48193	Customer:	City of Warren, a Michigan Municipal Corporation One City Square Warren, MI 48093-5285
Phone:	(810) 926-6985	Phone:	(586) 756-2800
Facsimile:	(734) 479-6319	Facsimile:	
Contact:	Ned Suddendorf	Contact:	Wilburt McAdams Fire Commissioner

THIS AGREEMENT is made by and between AccuMed and Customer.

THE TERMS AND CONDITIONS SET FORTH HEREINAFTER ARE A PART OF THIS AGREEMENT. ACCUMED AND CUSTOMER EACH ACKNOWLEDGE THAT ITS AUTHORIZED REPRESENTATIVES HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND THE PARTIES AGREE TO BE BOUND BY IT. THE PARTIES AGREE AND UNDERSTAND THAT THIS AGREEMENT SHALL NOT BE BINDING UNTIL EXECUTED BY ACCUMED AND APPROVED BY THE WARREN CITY COUNCIL AND EXECUTED BY MAYOR AND CLERK ON BEHALF OF CUSTOMER.

TERMS AND CONDITIONS

1. **SERVICES.**

A. From the Effective Date to the date of the termination of this Agreement AccuMed agrees to perform those activities which are reasonably necessary to invoice on behalf of Customer all of the following services provided by Customer:

- 1) Emergency Medical Transport Services (“EM Services”)
- 2) EM Services provided by Customer subsequent to January 1, 2010, but prior to the Effective Date (“Old EM Services”).
- 3) Fire Services. For purposes of this Agreement the term “Fire Services” shall include services provided by Customer, excluding EM Services, which AccuMed hereby agrees to invoice on behalf of Customer, such as, but not limited to,

Haz Mat, Extrication, stand-by suppression and similar services.

B. AccuMed shall provide Ambulance Billing Services for customer's EM Services and Fire Services, and will provide such other services to customer as set forth and as described in the City of Warren RFP-W-9148 Ambulance Fee Collection Services (RFP), and AccuMed's proposed response to the RFP-W-9148, and shall include:

- 1) Reporting to Customer as specified in AccuMed's Proposal and the Contract Documents referred to in Paragraph 14 below, or as may be mutually agreed in writing during the term of the Agreement.
- 2) Assist Customer in obtaining any and all required provider numbers.
- 3) Assist Customer in filing required information with the State of Michigan.
- 4) Assist Customer in determining permissible and optimum charges for the services for which AccuMed is billing.
- 5) Send representatives to meet with City staff to a) review specific concerns or issues, and b) to provide training for Customer's Fire Department administration staff on the software to be utilized to implement this Agreement.
- 6) Accept and reasonably respond to Fire Department EMS Transport consumer billing inquiries and retrieval of medical records on ordinary business days from 8:00 am to 6:00 pm.

C. Customer acknowledges and agrees that: (i) during the term of this Agreement all relevant information relating to the selected services identified in Section 1.A. shall be delivered to AccuMed and AccuMed shall be the sole source for processing such bills; (ii) AccuMed is not responsible for the accuracy of any of the back-up documentation that Customer or third party provides relating to the services identified in Section 1.A.; (iii) AccuMed is not responsible for validating or verifying the accuracy of such documentation or detecting or correcting errors in documentation relating to the services identified in Section 1.A.; and (iv) Customer shall defend, indemnify and hold AccuMed harmless from all liabilities, costs and expenses (including actual attorneys fees) related or arising out of the services AccuMed performs relating to the services identified in Section 1.A. to the extent provided in the Insurance Section of this agreement.

D. AccuMed shall process all invoices for services rendered by Customer within ten business days from the date AccuMed receives accurate and complete information, which will permit it to perform its services identified in Section 1.A. of this Agreement, and will provide daily claim filing electronically with Medicare, Medicaid, Blue Cross/Blue Shield, and commercial networks. Such information shall include, but not necessarily be limited to: the amount Customer charges for its services, fully completed incident reports which satisfy all signature requirements, including the then current Medicare signature and authorization requirements, demographic, procedure, charge, diagnosis and treatment related information, Advance Beneficiary Notice, Physician's Certification Statement, copy of the Advanced Life Support incident report when receiving intercept services, all supplemental forms and reports as well as such other information and documentation as AccuMed shall reasonably request (collectively the "Billing Information").

E. AccuMed shall promptly notify Customer if AccuMed fails to process the invoices described in part C immediately above within thirty (30) days of AccuMed's receipt of accurate and complete Billing Information. Customer agrees that AccuMed shall have no liability or responsibility for any change or changes made by Customer to any of the Billing Information, nor shall such change or changes be effective, until AccuMed has acknowledged in writing such change or changes, and that such acknowledgement shall be provided within a reasonable time. Customer agrees that it must use AccuMed's approved forms to make any change or changes to the Billing Information. AccuMed agrees and understands that it will soft bill residents of the City of Warren in that collection beyond available insurance, private and governmental, will not be made.

F. AccuMed shall, if so requested by Customer, deposit all cash receipts into a lock box or bank account established and paid for by Customer and direct all other payments to such lock box or bank account. AccuMed shall have no right to negotiate checks payable to Customer. AccuMed shall instruct all prospective payers billed for the services identified in Section 1.A. to make all funds payable to Customer.

2. TERM. Except as otherwise provided in this Agreement, this Agreement will commence on the Effective Date and shall continue for a period of three (3) years (the "Initial Term"). At the end of the Initial Term and at the end of any renewal term, and except as otherwise provided in this Agreement, this Agreement may be renewed for two additional two (2) year terms, and an additional one (1) year term, or any combination of renewal years up to a maximum of five (5) years with the approval of the Customer, including approval of the Warren City Council, provided notice of such renewal is given to AccuMed in writing prior to the expiration of the prior term.

3. CUSTOMER'S OBLIGATIONS AND AUTHORIZATION REQUIREMENT.

A. Customer agrees that, during the term of this Agreement, all Billing Information relating to the selected services identified in Section 1.A. shall be

delivered to AccuMed and AccuMed shall be the sole source for processing such bills for Customer.

B. Customer agrees to provide any and all information which AccuMed may, from time to time, reasonably request in order for it to perform its services hereunder, including, but not limited to, complete, accurate and prompt (i) Billing Information, including incident reports which satisfy all signature requirements, including Medicare's then current signature and authorization requirements, (ii) notification to AccuMed of names of each person or entity who has paid an invoice billed by AccuMed on the Customer's behalf, and (iii) all supplemental forms and reports required for billing such as, but not limited to, Advanced Beneficiary Notice, Physician's Certification Statement and a copy of the Advanced Life Support incident report when receiving intercept services. With respect to all amounts received by Customer for Fire Services that were at any time billed by AccuMed, Customer agrees to give written or electronic notice to AccuMed stating the name of the payee and the amount received by Customer for said Fire Services within fourteen (14) days of Customer's receipt of such payment.

C. Customer hereby authorizes AccuMed to use its provider numbers and agrees to execute any and all documentation, which may be necessary in connection therewith.

D. Customer agrees that AccuMed, including but not limited to its employees, representatives, contractors and agents, shall not be required to travel to visit Customer's location(s) or for any other reason connected with Customer's business more than three (1) times in any consecutive twelve (12) month period. In the event Customer requests more than three (3) such visits within said time period, all out of pocket expenses incurred in connection therewith shall be paid by Customer upon receipt of an invoice from AccuMed.

4. PAYMENT AND COLLECTION.

A. In full payment for AccuMed's services provided herein, Customer agrees to pay the following amounts:

STANDARD BILLING FEES

- 1) Years 1 through 5 – An amount equal to five (5%) percent of the amount collected each month for EM Services less refunds on overpayments and an amount equal to five (5%) percent of the amount received by Customer each month for Fire Services billed by AccuMed, including all amounts received as the result of efforts by Customer or other parties acting on behalf of Customer, less refunds on overpayments.
- 2) First Renewal Term, Years 6 and 7 – 5.20%.

3) Second Renewal Term, Years 8 and 9 – 5.30%.

4) Final Renewal Term, Year 10 – 5.20%.

AccuMed shall be entitled to no other fees or compensation except what is expressly provided for in the Contract Documents.

B. AccuMed shall invoice Customer on a monthly basis for the services provided under this Agreement. Customer agrees to pay each such invoice by the 45th day following receipt of the invoice. In the event AccuMed receives more than one (1) payment for its services with respect to an invoice processed by AccuMed on behalf of Customer, and in the event AccuMed receives overpayments, AccuMed agrees to refund to Customer the amount it receives, including its fee, that is in excess of the amount AccuMed is entitled to under the terms of this Agreement.

5. BUSINESS ASSOCIATE AGREEMENT.

A. AccuMed and Customer agree to comply with the obligations applicable to them under the Health Insurance Portability and Accountability Act of 1996 and the regulations issued pursuant thereto, as amended (“HIPAA”), and with the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, et seq., the health Information Technology and Clinical Health Act and related regulations, as amended (the “HITECH Act”) to protect the privacy of Personal Health Care (or Protected Health) Information (“PHI”) as delivered, collected, processed or obtained as a result of the performance of their respective responsibilities under this Addendum.

B. AccuMed and Customer agree that AccuMed may use and disclose PHI, including but not limited to manually, verbally and through electronic medium, which AccuMed obtains from Customer for the following purposes.

- (i) For the preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of services provided by Customer to its patients.
- (ii) Preparation of reminder notices and documents pertaining to collections of overdue accounts.
- (iii) Submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by Customer to its patients and to appeal denials of such payments.
- (iv) For the proper management and administration of AccuMed to permit AccuMed to carry out its legal responsibilities as a business associate.

- (v) For other uses or disclosures of PHI, as are permitted by HIPAA, provided AccuMed complies with the requirements of HIPAA and the HITECH Act.
- (vi) For such other uses or purposes as may be required by law.

C. In connection with its obligations under the HIPAA Privacy Rule, AccuMed agrees that it will:

- (i) not use or further disclose PHI, except as permitted under this Agreement or required by law;
- (ii) use appropriate safeguards to prevent use or disclosure of PHI, except as permitted by this Agreement;
- (iii) to mitigate, to the extent practicable, any harmful effect that is known to AccuMed of a use or disclosure of PHI by AccuMed in violation of this Agreement;
- (iv) report to Customer any use or disclosure of PHI not provided for by this Agreement of which AccuMed has knowledge;
- (v) take appropriate action to assure that any agents or subcontractors to whom AccuMed provides PHI, or who have access to PHI through AccuMed, agree to the same restrictions and conditions that apply to AccuMed with respect to PHI;
- (vi) make PHI available to Customer, or as directed by Customer, to an individual who has a right of access under HIPAA in accordance with the applicable Federal regulations within thirty (30) days of the request by Customer;
- (vii) incorporate any amendments to PHI in accordance with the applicable Federal regulations when notified to do so by Customer;
- (viii) provide an accounting of the uses or disclosures of PHI made by AccuMed in accordance with the applicable Federal regulations as required under HIPAA within sixty (60) days of the request for such accounting;
- (ix) make its internal practices, books and records relating to the use and disclosure of PHI available to Customer and/or the Secretary of the Department of Health and Human Services for HIPAA and HITECH Act compliance purposes;

- (x) at the termination of this Agreement, return or destroy all PHI created or received by AccuMed on behalf of Customer and if return is infeasible, the protection of this Agreement will extend to such PHI so long as AccuMed maintains such information;
- (xi) in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of AccuMed agree to the same restrictions, conditions, and requirements that apply to AccuMed with respect to such information; and
- (xii) comply with the provisions of the HIPAA Privacy Rule applicable to Customer in the event AccuMed becomes obligated hereunder to carry out any portion of Customer's obligations under said Privacy Rule.

D. In connection with its obligations to comply with HIPAA and the HITECH Act, Customer agrees that:

- (i) Customer has the primary responsibility to retain all PHI that it has delivered to AccuMed and shall also be primarily responsible to respond and deliver such PHI to those entitled to it under the provisions of HIPAA;
- (ii) Customer will obtain any consent, authorization or permission that may be required by HIPAA, applicable state laws and/or regulations prior to furnishing AccuMed the PHI pertaining to an individual; and
- (iii) Customer will inform AccuMed of any PHI that is subject to any arrangements permitted or required of Customer under HIPAA that may materially impact in any manner the use and/or disclosure of PHI by AccuMed including, but not limited to, restrictions on the use and/or disclosure of PHI as provided for in HIPAA and the regulations issued pursuant thereto and/or agreed to by Customer.

E. HIPAA Security Rule.

AccuMed, in its capacity as a Business Associate, shall carry out its obligations under this Agreement in compliance with the security regulations pursuant to HIPAA and the HITECH Act, regarding the security of electronic protected health information ("e-PHI") that is received as a result of any of the services provided hereunder. In conformity therewith, AccuMed agrees that it will:

- (i) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the

availability of the e-PHI that it creates, receives, maintains, or transmits on behalf of the covered entity as required in the applicable Federal regulations;

- (ii) Implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of the applicable Federal regulations;
- (iii) Ensure that any agent of AccuMed, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect all protected health information including e-PHI in accordance with the applicable Federal regulations, including compliance with the same restrictions and conditions that apply throughout this Agreement to AccuMed with respect to such information; and
- (iv) Report to the Customer any security incident of which it becomes aware.

F. AccuMed, in its capacity as a Business Associate, will carry out its obligations under this Agreement in compliance with the applicable provisions of the HITECH Act; provided, however, these obligations shall only directly apply to AccuMed in its capacity as a Business Associate it being agrees that AccuMed is not obligates to assume or undertake any obligations or requirements for which Customer is responsible. This provision includes all subsequent, updated, amended or revised provisions of the Act. In conformity therewith, AccuMed agrees that it will:

- (i) Notify Customer following the discovery of a breach of unsecured PHI, without unreasonable delay, and in no case later than as required by the HITECH Act. Such notices shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during such breach.
- (ii) Secure all PHI, in any form, through the use of the technology or methodology as specified in the applicable regulations.

G. To the extent Customer may be deemed to be a “creditor” and covered entity under the Identity Theft Rules found as 16 CFR Part 681 (commonly known as the “Red Flag Rules”), Customer has a duty to exercise appropriate and effective oversight of its providers including AccuMed. AccuMed agrees to assist Customer with Customer’s obligations under the Red Flag Rules, if any, as follows:

- (i) Ensure that its activities for Customer are conducted in accordance with the reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft that Customer has developed and delivered to AccuMed in writing;

- (ii) Alert Customer of any red flag incident (as defined by the Red Flag Rules) of which it becomes aware, and the steps it has taken.

H. Notwithstanding any other provisions of this Agreement, upon Customer's reasonable determination that AccuMed has violated any material term or provision of this Addendum pertaining to Customer's obligations under HIPAA, the HITECH Act, or the Red Flag Rules or if AccuMed engages in conduct which would, if committed by Customer, result in a violation of HIPAA, the HITECH Act, or the Red Flag Rules by Customer, Customer shall provide AccuMed written notice of that violation and sufficient detail to enable AccuMed to understand the specific nature of that violation and afford AccuMed a reasonable opportunity to cure the violation; provided, however, that if AccuMed fails to cure the violation within a reasonable time specified by Customer, or it is reasonably determined that the violation cannot be cured at all or within a reasonable time, Customer may terminate this Agreement.

I. Both parties agree as follows:

- (i) To negotiate and amend this Agreement, from time to time, as necessary to comply with any amendment to any provision of HIPAA, the HITECH Act, or the Red Flag Rules or their implementing regulations including, but not limited to, any privacy regulation, which materially alters either parties or both parties obligations under this Agreement;
- (ii) The terms of this Agreement shall be construed in light of any applicable interpretation or guidance on HIPAA and/or its implementation regulations issues by the Department of Health and Human Services or the Office of Civil Rights, from time to time, and under the HITECH Act and/or its implementing regulations and under the Red Flag Rules; and
- (iii) Nothing contained in this Agreement shall confer upon any person or entity other than the parties hereto and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

J. Customer agrees to:

- (i) Comply with all obligations applicable to covered entities under the HIPAA and the HITECH Act and rules and regulations thereunder as well as the Red Flag Rules;
- (ii) Provide AccuMed with the notices of privacy practices that Customer produces in accordance with 45 CFR Sec. 164.520, as well as any changes to such notice;

- (iii) Provide AccuMed with any changes in, or revocation of, permission by any individual to use or disclose PHI, if such changes affect AccuMed's permitted or required uses and disclosures; and
- (iv) Notify AccuMed of any restriction to the use or disclosure of PHI that Customer has agreed to in accordance with 45 CFR Sec. 164.522.

Any other provision of this Agreement that is directly contradictory ("Contradictory Term") to one or more terms of this Business Associate Agreement section shall be superseded by the terms of this Business Associate Agreement section to the extent and only to the extent of the contradiction, only for the purpose of Customer's compliance with HIPAA or its implementing regulations and only to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this Business Associate Agreement section.

6. TERMINATION. Notwithstanding the provisions of Section 2:

A. During the Initial Term either party has the right to terminate this Agreement on thirty (30) days' written notice of termination to the other, if (i) the other party defaults on any of its material obligations under this Agreement (including Customer's payment obligations, which shall be controlled by Section 6.B.) and such party has not begun to cure such default (which cure must be diligently pursued in a timely manner until completed) within fifteen (15) days after written notice of such default is delivered or thirty (30) days after written notice of such default is delivered in the case of default of payment obligations by customer; (ii) a court having appropriate jurisdiction enters a decree or order for relief in respect of the other party in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; or (iii) the other party commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; and

B. Customer shall have the right to terminate this Agreement after the first year of its term upon ninety (90) days written notice with or without reason and without further action on Customer's part.

C. Customer shall have no obligation to provide EMS Transport Services, and should Customer discontinue providing such service at any time, Customer may terminate this Agreement upon delivery of written notice to AccuMed at least thirty (30) days in advance of such termination.

7. TERMINATION PROCEDURES.

A. In the event of termination of this Agreement under the provisions of Sections 2 or 6, AccuMed shall, on the effective date of such termination (the

"Termination Date"), cease to accept new Billing Information from Customer, but will continue to perform for a period ninety (90) days following the Termination Date (the "Wind Down Period") its services relating to Billing Information received prior to the Termination Date, in which case Customer shall be obligated to pay AccuMed all amounts invoiced to Customer through the end of the Wind Down Period in accordance with the provisions of Section 4 hereof.

B. Provided Customer has made substantially full payment of all amounts due and owing to AccuMed and AccuMed has reasonable grounds to believe that future amounts owed to it will be paid by Customer in a timely manner (together the "Transitional Pre-Conditions"), AccuMed agrees to provide to Customer reasonable assistance following the Termination Date to transition the services formerly provided by AccuMed back to Customer or to a third party selected by Customer. Customer agrees to promptly pay AccuMed's reasonable out of pocket costs and expenses incurred in connection with said transitional services.

8. CUSTOMER AUDITS. Customer will have the right under this Agreement to engage, at the sole expense of Customer, independent auditors (the "Auditors") (provided that such persons are not employed by or in any manner affiliated with any entity that performs services substantially similar to any services then being provided by AccuMed) for the purpose of performing audits that may be considered necessary by Customer to determine the accuracy and correctness of the accounting and internal control performed and maintained by AccuMed. AccuMed will cooperate by furnishing such Auditors with any and all information as is reasonably necessary to perform and complete all audit procedures determined to be necessary by the Auditors. However, the duplicating of reports previously provided to Customer will be subject to the fee specified in Section 4 of this Agreement, and if not specified in Section 4, then in such amount as is reasonably determined by AccuMed. Prior to performing such audits, Customer will cause the Auditors and Customer to execute an agreement to maintain the confidentiality of any information they receive about AccuMed's computer programs and software it employs, inventions, processes, trade secrets, technical information, know-how, plans, specifications, identity of customers and identity of suppliers, financial plans, patient records, its business practices, including but not limited to those relating to, its accounts payable, accounts receivable and billing systems such agreement to be in the form and substance reasonably satisfactory to AccuMed. Customer agrees that any such audit will be conducted at such times and in such a manner so as to avoid undue disruption of AccuMed's operations, and shall not be performed more than once during any consecutive twelve (12) month period unless Customer has reasonable cause to determine that an additional audit is warranted. Customer agrees to promptly pay to AccuMed all out of the ordinary costs and expenses AccuMed incurs relating to the audit, which costs and expenses shall not include the ordinary costs and expenses of cooperating in the auditing process.

9. OPERATING DISCLAIMER. Customer acknowledges that AccuMed has incentive to perform its services hereunder in a timely and proficient manner but that the timing and amount of collections generated by its services are subject to numerous

variables beyond the control of AccuMed. THEREFORE, ACCUMED DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, PERTAINING TO THE TIMING AND AMOUNT OF COLLECTIONS GENERATED BY ITS SERVICES. Notwithstanding the foregoing, AccuMed agrees to perform its services hereunder with reasonable diligence in accordance with generally accepted professional and industry standards and applicable laws, rules and regulations.

10. LIMITATION OF LIABILITY. AccuMed shall exercise commercially reasonable efforts to prevent the loss or destruction of Customer's records. In the event of error or omission in the performance of its services, AccuMed will re-perform the services at no additional cost to Customer. Customer acknowledges that Customer shall be responsible for the accuracy of the codes, fees, Billing Information, and all other data Customer provided to AccuMed for use in the provision of its services.

11. NOTICES. Any notice required or permitted to be delivered hereunder shall be (i) delivered in person; (ii) sent by certified mail, return receipt requested, or by national overnight delivery service to the address set forth above; or (iii) by facsimile transmission to the facsimile phone number set forth above, until written notice of change of address or facsimile number has been delivered in the manner set forth herein. Such notice shall be deemed to have been received on the day it was personally delivered or sent by facsimile transmission or the date it was received in the case of mailing or overnight delivery.

12. FORCE MAJEURE. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement due to any cause beyond its reasonable control, including but not limited to fire, accident, labor dispute or unrest, flood, riot, war, rebellion, insurrection, sabotage, transportation delays, shortage of raw materials, energy or machinery, acts of God or of the civil or military authorities of a state or nation, or the inability, due to the aforementioned causes, to obtain necessary labor or facilities.

13. WAIVER. The failure of either party to enforce any term or condition of this Agreement shall not be construed as a waiver by such party of such term or condition, nor shall a waiver of any breach of a term or condition of this Agreement on any one occasion constitute a waiver of any subsequent breach of the same or similar term or condition.

14. CONTRACT DOCUMENTS; MODIFICATION; AND CONFLICTING TERMS. (i) Contract Documents shall consist of the following documents incorporated by reference into the Contract as though included verbatim: Request for Proposal, Invitation to Bid; Instruction to Bidders; Proposal; Legal Status of Proposer; Billing Service Agreement; required Bonds; all Specifications and Supplemental Specifications; any Plans and Drawings; Certificate of Workers Compensation Insurance; and Certificate of Insurance; (ii) In the event there is a conflict between a term in the Billing Service Agreement and the other Contract documents, the Billing Service Agreement shall be

effective and the conflicting provision shall be subordinate unless specifically stated otherwise.

The contract documents listed embody the entire agreement and understanding between the parties hereto with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be changed, waived or discharged orally, but only by an instrument duly signed and authorized by the party against which enforcement of the changes, waiver or discharge is sought; provided, however, changes made in order to comply with the provisions of HIPAA shall be deemed accepted and made a part of this Agreement without said signed instrument unless the party receiving such change within thirty (30) days of its receipt thereof delivers written notice to the other party that such change is not acceptable.

15. BINDING EFFECT/ASSIGNMENT/SUBCONTRACTORS. A) Neither party may assign this Agreement without the prior written consent of the other, provided, however, in the event AccuMed shall request to assign this Agreement and all rights and obligations hereunder to any successor of AccuMed due to acquisition, whether by sale of stock or assets, merger, consolidation, reorganization or otherwise, the consent of Customer shall not be unreasonably withheld or delayed. Upon approval of City Council, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assignees of the parties hereto and upon such assignment by AccuMed, AccuMed shall be released from all further obligations. B) AccuMed shall not subcontract any or all portions of the work unless Customer grants prior written approval. In the event any subcontractor is used, whether pursuant to approval or not, AccuMed shall be fully liable and responsible for any acts or omissions of its subcontractor to the same effect that it would be liable and responsible for AccuMed's own acts and omissions, and shall indemnify and hold harmless Customer from damages and costs resulting from such acts or omissions, including attorneys fees.

16. INDEPENDENT CONTRACTOR. The parties agree that Customer shall exercise no control over the activities or operations of AccuMed, other than to enforce the specific obligations of AccuMed under this Agreement, and further agree that their relationship is as independent contractors.

17. SEVERABILITY. If any term or provision contained in this Agreement shall be found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such term or provision shall be considered independent and severable from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect. The parties agree that, to the extent allowed by law, any such term or provision found to be invalid, illegal or unenforceable shall be reinterpreted or adapted by the parties in such a way that the intended business purpose of such term or provision is achieved to the maximum extent possible.

18. GOVERNING LAW. As to all matters, including, validity, construction and effect, this Agreement shall be governed by, and construed in accordance with the laws of the State of Michigan without regard to its principles of conflicts of laws.

19. JURISDICTION. Customer and AccuMed agree that a dispute under this Agreement may be brought in a court of competent jurisdiction, which shall be located in and whose jurisdiction includes Macomb County, Michigan.

20. INSURANCE. AccuMed agrees to maintain the insurance coverage described in the attached Exhibit A, as of the effective date of this agreement and continuing in force through the wind up period provided in Paragraph 7, titled Termination Procedures, above, and to the terms of Exhibit A.

21. MISCELLANEOUS. AccuMed agrees that upon the commencement of this Agreement, and during its entire term include any windup period, A) it shall comply with federal and state discrimination laws, including Equal Employment Opportunity laws and the Elliott-Larsen Civil Rights Act of the State of Michigan, B) all data, materials and documents originated and prepared for or by the Customer pursuant to the Request for Proposals and this Agreement and Contract shall belong exclusively to the City of Warren.

IN WITNESS WHEREOF the parties have executed this Agreement in four (4) counterparts, each of which shall be deemed an original. The City of Warren and AccuMed Billing, Inc., by their duly authorized officers and representatives, have executed this Agreement as of the date set forth below.

Dated: _____, 2015

WITNESS:

CITY OF WARREN, MICHIGAN

By: _____
James R. Fouts
Mayor

By: _____
Paul Wojno
City Clerk

**WARREN LEGAL DEPARTMENT
APPROVED AS TO FORM:**

By: _____

Date: _____

WITNESS:

ACCUMED BILLING, INC.

By: _____

Name:

Title:

By: _____

Name:

Title:

CORPORATE ACKNOWLEDGMENT

I FURTHER CERTIFY THAT the following persons who executed this agreement are the officers of the Company holding the indicated office:

I FURTHER CERTIFY THAT any of the aforementioned officers of the Company are authorized to execute or guarantee and commit the Company to the conditions, obligations, stipulations, and under-takings contained in the attached Contract and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2015.

Official Title:



CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425
WARREN, MI 48093-5289
(586) 574-4600
FAX (586) 574-4614
www.cityofwarren.org

OCTOBER 1, 2015

TO: MR. SCOTT C. STEVENS, SECRETARY, WARREN CITY COUNCIL

SUBJECT: AWARD: FIREFIGHTING PERSONAL PROTECTIVE EQUIPMENT (PPE); TRI-W-9297

The Purchasing Division concurs with the Fire Department and recommends that City Council authorize an award to Apollo Fire Equipment, 12584 Lakeshore, Romeo, MI 48065, through the Novi cooperative bid #ITB-06032014, for twenty-five (25) sets of Personal Protective Equipment (PPE), as indicated below, at a per unit cost of \$1,788.00 for an amount not to exceed \$44,700.00.

On June 3, 2014 the City of Novi received bids for furnishing firefighting turnout gear. On July 7, 2014, the City of Novi awarded a (1) year contract to Apollo Fire Equipment Company, the lowest responsible and cost effective bidder. As part of the bid terms and conditions, Apollo Fire equipment agreed that the contract will be extended through December 31, 2015 to other MITN Purchasing Cooperative members and associate entities under the same prices, terms, and conditions.

Lion Super-Deluxe Janesville Coat	\$1,101.00 each
Lion Super-pant Janesville with suspenders	\$ 687.00 each
Total per set:	<u>\$1,788.00 per set</u>

This PPE meets the current edition of National Fire Protection Association (NFPA) 1971, which establishes minimum levels of protection from thermal, physical, environmental, and blood borne pathogen hazards encountered during structural and proximity fire fighting operations.

The outer shell of the coat and pants is constructed of PBI Matrix, which is considered to be one of the strongest outer shell fabrics in the world. In addition, the equipment provides flexibility and comfort for the firefighter.

Janesville[®], the preferred brand is a subsidiary of Lion Apparel, an internationally respected brand used by some of the world's largest and busiest fire departments. These garments come with a limited lifetime warranty from the manufacturer.

The purchase will be funded through the 2013 Assistance to Firefighters Grant (AFG) Account: 1336-98472.

Respectfully submitted,



Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:	Renee Ryzak	10/5/15
Controller:	Bob Maloney	10/5/15
MAYOR:	J. Am...	10/6/15

**CITY OF NOVI
FIREFIGHTER TURNOUT GEAR BID TABULATION
Tuesday, June 3, 2014 2:00 P.M.**

	Apollo Fire Equipment	Time Emergency Equipment	Time Emergency Equipment (voluntary alternate)	Fire Equipment Associates	West Shore Fire
QUANTITY	12	12	12	12	12
COAT					
Manufacturer/Model	Lion Super-Deluxe Janesville	Globe G-XCEL	Globe G-Extreme	Ricochet Maximum Mobility	Fire - Dex
Unit Price	\$ 1,101.00	\$ 1,095.00	\$ 1,140.00	\$ 1,230.00	\$ 1,720.00
Total Coats	\$ 13,212.00	\$ 13,140.00	\$ 13,680.00	\$ 14,760.00	\$ 20,640.00
PANT					
Manufacturer/Model	Lion Super Pant Janesville	Globe G-XCEL	Globe G-Extreme	Ricochet Maximum Mobility (includes suspenders)	Fire - Dex
Unit Price	\$ 687.00	\$ 778.00	\$ 840.00	\$ 935.00	\$ 1,155.00
Total Pant	\$ 8,244.00	\$ 9,336.00	\$ 10,080.00	\$ 11,220.00	\$ 13,860.00
SUSPENDER					
Manufacturer/Model	Lion - SB342	Globe	Globe	Ricochet	Fire Dex
Unit Price	Included in pant price	included with pants	included with pants	\$35.00 for spare set	included in pant specs
Total Suspender	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PRICE	\$ 21,456.00	\$ 22,476.00	\$ 23,760.00	\$ 25,980.00	\$ 34,500.00
Authorized Dealer	Yes	Yes	Yes	Yes	Yes
Hours of Operation	M-F 7:30-4:30	9 am - 5 pm	9 am - 5 pm	8-5, Mon-Fri	8:30 am-5:00 pm
Contact phone	800-626-7783	248-674-4253; 800-423-6628	248-674-4253; 800-423-6628	Kevin Sprygada	616-895-4347
Delivery	90 days	30-45 days	30-45 days		4-6 weeks
Warranty	See attached	See attached	See attached	Manufacturers	Serviceable lifetime of gear
Payment Terms	30 days	Net 30 days	Net 30	Net 30	Net 30
Descriptive Literature Attached & Marked:	Yes	Yes	Yes	Yes	No
Extended to MITN Group	Yes	No	No	Yes	Yes
Specification Pages Attached	Yes	Yes	Yes	Yes	Yes

CONTRACT HAS BEEN AWARDED TO APOLLO FIRE.

www.apollofire.com
E-Mail: apollo@apollofire.com (800)
626-7783



12584 LAKESHORE DRIVE • ROMEO, MI 48065

(586) 752-1800 FAX (586) 752-6907

Warren Fire Department
Chief David Frederick
23295 Schoenherr
Warren, MI 48089

August 31, 2015

Chief Frederick,

This letter is being sent to inform you that the Novi Lion Turnout Gear Specification Pricing has been extended to December 31, 2015. Due to the fact your department piggybacks off the Novi Bid, your 2015 pricing too has been extended December 31, 2015.

We at Apollo appreciate your business and the opportunity of serving your community.

Sincerely,

Jo Ellen Pavoni
Account Manager PPE
Apollo Fire Equipment
Cell: 616-291-6534
Email: jpavoni@apollofire.com

ON BEHALF:

Apollo Fire Equipment Company

FOR:

Novi Fire Dept

Pricing effective for 1st award year (July 7, 2014 - July 6, 2015. Option to renew for one additional year at maximum of 5% increase.

Replaces PSGQ8185

Description	MFR Part #
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Custom Turnout Coat - 2014

Coat Model / Design

Super-Deluxe™ Coat

LION® Turnout Super-Deluxe™, Traditional Coat with Freedom design. Fully featured coat with Bi-swing Back for forward mobility.

Coat Model / Design

CSTM-32

32" Male Super Deluxe™ Coat

Coat Liner & Moisture Barrier

K7 - Traditional

Traditional Liner, Glide™ face cloth quilted to 2.3 oz NOMEX®/Kevlar® spunlace & 1.5 oz AraFlo® Dri, CROSSTECH® BLACK (Type 2F) PTFE/Nomex® Pajama Check laminated membrane

Coat Inner Yoke Reinforcement

LYR224

(Std) Semper Dri® front and back yokes sewn to coat thermal liners. (RM1377-059) (Super Deluxe, Liberty)

Coat Water Well - Ever-Dri

CLW207

(Std) Water Well: Chambray DWR 2 layer AraFlo® NOMEX®/Kevlar® spunlace quilt/pajama check crosstech waterwell with 3/4" loop, male snap, sew to coat liner sleeves.

Coat Wristlets

CLW753

(Std) 8" isodri® over the hand- KEVLAR® / NOMEX® / Spandex® construction

Coat Outer Shell Material

PBI® Matrix Natural

PBI® Matrix Plus, 7.25 oz, Natural Color

Reflective Trim

CT901PTY

Apollo Custom Yellow Ventilated Triple Trim Part: CTCH8PT3Y, CTSL5PT3Y, CTC3PT3Y, CTH5PT3Y, CTB22PT3Y - For Super Deluxe, Liberty, and Traditional Coats

Drag Rescue Device

BHS020

(Std) DRD: Firefighter Recovery Harness with 2" welt and 5.25x2.25" flap with rounded corners. 1 piece 1x2" loop for harness storage. 2 pieces 1x2" loop on shell flap closure, 2 pieces 1x2" hook on flap. 1 piece 1.5x2" hook on harness. 1 piece 2x2" loop underneath chest trim for harness storage, 1 pair 1x3.5" self-fabric straps with 1x2" hook and loop. The loop handle shall have a silver retro-reflective LION logo patch.

Reflective Trim**CTB26PT3Y**

3" Yellow Ventilated Triple Trim reflective trim, set vertical down flap of firefighter recovery harness, 4 rows lockstitch.

Coat Collar**CR237**

(Std) 3" split self fabric collar with CROSSTECH® PJ lined. 2 pieces 1x3" hook on each end inside and two pieces 1" hook set 1/2" from center along top edge for liner attachment. 1.5x4" hook&loop for front closure.

Collar Flashing**CLF221**

(Std) 3" Self fabric, PJ CROSSTECH lined split collar with 2 pieces 1x3" loop on moisture barrier, 2 pieces 1" loop set 1/2" from center along top edge for attachment to shell. Use with CR236 & CR237

Liner Inspection System**CLO210**

(Std) Coat liner inspection system located at center left front of liner, with 1x9" loop. For regular coats.

MISC. Fasteners**MF030**

(Std) 1x9" hook sewn to left front shell for the Coat Liner Inspection System

Coat Cuff Reinforcement**CC700**

1 pair self fabric coat cuffs with 3/4 " hook.

Coat Elbow Reinforcement**BE701**

Self material bellow elbow w/ Lite-N-Dri™ foam padding & outershell reinforcement inside of sleeve next to user's body.

Coat Shoulder Reinforcement**SC711**

Self fabric shoulder caps w/ GIC E-88 foam padding

Coat Closure System**SF262**

(Std) 3" Stormflap w/ 2 layer self fabric & Gore RT7100 PTFE, thermo plastic zipper in, 1.5" hook & 1.5" loop out, (zipper in, hook on coat front, loop on stormflap).

Coat Pockets

Turn-Out Pockets**SBP616**

10x8x1.5" hanging semi bellow pocket with KEVLAR® twill fully lined all 4 sides inside pocket. 2 pieces 2x3" loop on pocket & 2 pieces 2x3" hook on flap. Pocket will be placed to hang 3" below hem. 3.5" x 11" flap

Note: Hanging pockets are not to be used on coats that are longer than 32" in length.

Item Location for Above

Front bottom- Left & Right

Turn-Out Pockets**RP511**

3.5x9x2" Radio pocket with polycotton fully lined all 3 sides inside pocket, 1pc. 1x2" loop on pocket & 1pc. 1x3.5" hook on flap set 1.25" from serged end of flap. Antenna notch on flap.

Item Location for Above

Chest Left

Flashlight Strap

FLS510

1x2" 2 layer self fabric 703 flashlite snap holder with 2 bartacks

Item Location for Above

Right Chest

Flashlight Strap

FLS558

2x10" self fabric strap with 1 piece 2x3" hook on one end & 1 piece 2x3" loop on the other end, strap to be X-stitched on.

Item Location for Above

Right Chest , centered 4" below FLS510

Lettering Patches

LP34

5x18" contoured 2 layer self fabric one line letter patch to be attached to hem of coat.

Lettering Patch Attachment

LPV13

(For LP34): There shall be 1.5x18" hook sewn to top edge of 5x18" patch and 1.5x18" loop sewn with white thread through the trim to coat back inside at hem.

Lettering Patch Attachment

LPS6

(Snaps Only): 1 male snap at top corners of letter patch & 2 female logo snaps on inside of shell to align with the male snaps = 2 male & 2 female nonlogo snaps.

Sewn On Lettering

LTSL3YNS

Sewn On 3" Lime/Yellow 3M™ Scotchlite™ Letters (each line) 6 - 12 Alpha Numeric Name Characters

Lettering

Lettering shall be Firefighter last name.

Location for Lettering

On above patch

Mic Tab

MT503

1x3" triple layer self fabric mic tab bartacked each end.

Item Location for Above

Left Chest above Radio Pocket

Hanger Loop

HL02

(Std) 5/8" x 5 1/2" Self fabric hangerloop.

Custom Turnout Pants - 2014

Pant Model / Design

PSUM/F

LION® Turnout Super Pant™, Contoured high waist for increased comfort includes freedom design.

Pant Liner & Moisture Barrier**K7 - Traditional**

Traditional Liner, Glide™ face cloth quilted to 2.3 oz NOMEX®/Kevlar® spunlace & 1.5 oz AraFlo® Dri, CROSSTECH® BLACK (Type 2F) PTFE/Nomex® Pajama Check laminated membrane

Liner Inspection System**PLO200**

(Std) Pant liner inspection system with 1x3" loop located at right side of liner waist.

MISC. Fasteners**MF018**

(Std) 1.5x3" hook sewn to right shell front for the pant liner inspection system.

Pant Outer Shell Material**PBI® Matrix
Natural**

PBI® Matrix Plus, 7.25 oz, Natural Color

Belts and Harnesses**BHS009**

Lumbar support system with 7x10" KEVLAR® twill reinforcement and lumbar warranty hangtag.

Pant Fly Closure**FLY230A**

(Std) Pant fly w/ PJ Ctech, closure thermo plastic zipper inside w/ 1.5" hook & loop, 3/4" hook underneath PJ Crosstech for liner attachment.

Take Up Straps**TUP700A**

Outer shell material take-up straps (2) with FR hook & loop closure and one nickel loop

Leg Tabs**LGT000-GLD**

(Std) 2 Gold Leather leg tabs per leg with non-logo female snaps.

Pant Knee Reinforcement**KP644-GLD**

(Std) Gold Leather w/ 1 layer of Lite-N-Dri™ cushioning in shell

Pant Cuff Reinforcement**PC000-GLD**

(Std) Gold Leather Pant Cuffs and 3x3.5" kick shield

Pant Pockets

Turn-Out Pockets**FBP603**

10x10x2" Full bellow pocket w/ KEVLAR® twill fully lined 3 sides inside pocket & 3" up on shell, 1 pc. 1.5" x 8" loop on pocket & 2 pcs. 1.5" x 2.75" hook on flap.

Turn-Out Pockets**BDP560**

10x10x2" Split bellow pocket with KEVLAR® twill fully lined 3 sides inside pocket & 3" up on shell 1pc. 1.5x8" loop on pocket & 2 pcs. 1.5x2.75" hook on flap.

Item Location for Above

Thigh Left - FBP
Thigh Right - BDP

Reflective Trim**PTC4PT3Y**

3" Lime/Yellow Ventilated Triple Trim Reflective trim around leg bottoms-
4 rows lockstitch.

Reflective Trim**PTC4PT3Y**

3" Lime/Yellow Ventilated Triple Trim Reflective trim around leg bottoms-
4 rows lockstitch.

Two rows of leg trim, one row std placement, one row 3" above.

Suspenders**SB342=01**

42" (Regular) EZH H-Back Quick Adjust Non-Stretch Suspenders w/
metal loop, Black

September 29, 2015



Craig Treppa
Purchasing Agent 

WARREN FIRE DEPARTMENT

23295 Schoenherr
Warren, MI 48089
(586) 756-2800
www.cityofwarren.org

Mr. Treppa,

This request is to purchase Structural Firefighting Personal Protective Equipment (PPE) through a bid that was solicited by the City of Novi, on the Michigan Intergovernmental Trade Network (MITN). The City of Novi bid number is ITB-06032014. This bid was awarded to Apollo Fire Equipment for being lowest qualified bidder on July 7, 2014, at their regular council meeting. The bid price has been extended until December 31, 2015. This bid price was previously approved by the Warren City Council last fiscal year and was used for the purchase of 25 sets of PPE from the 2013 AFG Grant. A letter from Apollo Fire Equipment is attached to this package, explaining the price extension.

This PPE meets the current edition of NFPA 1971, Standard for Protective Ensembles for Structural Firefighting and Proximity Firefighting. The outer shell is constructed of 40% PBI/60% Kevlar, it offers fire fighters superior durability and tear and abrasion resistance. 40% PBI/60% Kevlar is considered one of the strongest outer shell fabrics in the world, along with reasonable comfort and flexibility. These garments come with a limited lifetime warranty from the manufacturer. This PPE offers the best combination of fire protection and abrasion resistant material on the market today. It will give Warren Fire Department's fire fighters the best protection possible from the hazards encountered by them on emergency incidents.

This fiscal year the department will be purchasing 25 sets of PPE. Which is funded through the 2014 Assistance to Firefighters Grant (AFG). A complete set of PPE cost \$1788.00 through the bid, this includes the coat, trousers, and suspenders.

Professionally,



David S. Frederick
Fire Chief

WM:mh

RESOLUTION--Cooperative Purchasing

Document No: (TRI-W-9297)
Product or Service: (Structural Firefighting Equipment (PPE))
Requesting Department: Fire

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2015 at 7 p.m. Eastern Daylight Savings Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

Pursuant to Section 2-344 of the Code of Ordinances, the City may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, equipment, goods or services with one (1) or more public procurement units.

Upon performing a diligent inquiry, the Fire Commissioner has determined that is it necessary in the interests of the Fire Department and the City, to acquire supplies, equipment, or goods pursuant to cooperative purchasing.

The city of Novi, Michigan using the Michigan Intergovernmental Trade Network (MITN) Bid # ITB-06032014 solicited bids for Structural Firefighting Gear - Personal Protective Equipment.

APOLLO FIRE EQUIPMENT has been selected for the cooperative purchase of Structural Firefighting Personal Protective Equipment through December 31, 2015 as awarded by the city of Novi, Michigan Bid # ITB-06032014. Warren Fire Department plans to purchase twenty-five (25) sets of Bunker Gear – Personal Protective Equipment (PPE) at \$1,788.00 per set for a total cost of \$44,700.00.

The purchasing agent has conducted a review and concurs with the cooperative purchasing.

Funds are available in account numbers: (1336-98472)

IT IS RESOLVED, that the cooperative purchase though APPOLO FIRE EQUIPMENT is hereby accepted by City Council.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

(check where applicable) Cooperative Bid Document
 Contract
 Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2015.

SCOTT C. STEVENS
Secretary of the Council
Mayor Pro Tem



CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425
WARREN, MI 48093-5289
(586) 574-4600
FAX (586) 574-4614
www.cityofwarren.org

October 2, 2015

TO: MR. SCOTT C. STEVENS, SECRETARY, WARREN CITY COUNCIL
SUBJECT: AWARD OF MEMBERSHIP INTO THE SHARED OVERDRIVE eBook SYSTEM; SOL-W-9278

The Purchasing Department concurs with the Library Commission and recommends that City Council authorize the Warren Library's participation in the Shared Overdrive eBook system from the sole source provider, Midwest Collaborative for Library Services (MCLS), 1407 Rensen Street, Suite 1, Lansing, MI 48910-3657 for a one-year period in the amount of \$11,685.50.

The Warren Public Library participates in the Midwest Collaborative for Library Services (MCLS) shared eBook system. Participation allows Warren residents to have fast and convenient access to a large database (over 8,000) of eBooks and audiobooks. MCLS is responsible for selecting the titles of eBooks through the OverDrive system.

The cost to the City is determined by population size as well as the percentage of circulation that is generated through the Warren Public Library patrons. Last year the City accounted for 3.4% of the total usage within the database, which, when split amongst the participants, amounted to a cost of \$11,685.50.

This membership will run from September 1, 2015 through August 31, 2016.

Funds are available in the following account; 9271-98200.

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
BUDGET DIRECTOR:		10/5/15
CONTROLLER:		10/5/2015
MAYOR:		10/6/15

9/23/2015



LIBRARY ADMINISTRATION
One City Square, Suite 100
Warren, Michigan 48093
(586) 574-4564
www.warrenlibrary.net

Craig Treppa
Purchasing Agent
City of Warren

RE: Sole Source Vendor SOL-W-9278

The Warren Public Library participates in the shared eBook system of the Midwest Collaborative for Library Services (MCLS), the main library cooperative for the State of Michigan. Participation in this system gives Warren residents fast and convenient access to a larger database of eBooks and eAudiobooks purchased by all member libraries, and reduces the library's fee by sharing the cost of the hosted eBook system. MCLS is the sole source vendor for the shared OverDrive eBook system from which materials have already been purchased by the Warren Public Library.

The total budget for this year determined by the consortium with MCLS is \$328,281.00. In August, the members voted on a 20 percent increase in rates. The Warren Public Library portion will be \$11,685.50, which is determined on our population size as well as a percentage of the circulation (3.4%). I have reviewed the costs for libraries similar to our size in the consortium and the fees are comparable.

Fund are available in account 9271-98200

Regards,

A handwritten signature in blue ink that reads "Oksana Urban".

Oksana Urban
Library Director

RESOLUTION

Document No: SOL-W-9278

Product or Service: MCLS Digital Libraries

Requesting Department: Library

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2015 at 7 p.m. Eastern Daylight Saving Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

Upon performing a diligent inquiry, the Library Commission has determined that it is necessary, in the interests of the City, to acquire supplies, materials, equipment and/or goods from a sole source.

Midwest Collaborative for Library Services (MCLS), 1407 Rensen Street, Suite 1, Lansing, MI 48910-3657 has been selected as the sole source provider for furnishing a Shared OverDrive eBook System for a one year period.

The Purchasing Agent has conducted a review and concurs with the sole procurement.

Funds are available in the Library Account: 9271-98200.

IT IS RESOLVED, that the sole source purchase through MCLS is hereby accepted by City Council for a one year period (September 1, 2015 through August 31, 2016) in an annual amount of \$11,685.50.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

- Contract
- Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2015.

SCOTT C. STEVENS
Secretary of the Council
Mayor Pro Tem



CITY ATTORNEY'S OFFICE

ONE CITY SQUARE, SUITE 400

WARREN, MI 48093-5285

(586) 574-4671

FAX (586) 574-4530

www.cityofwarren.org

October 5, 2015

Mr. Scott C. Stevens
Council Secretary
City of Warren

Re: Resolution to Approve an Addendum to the Community Partnership Program Agreement between the City of Warren and SMART to Replace Vehicle Numbers 22116 and 25103 with Vehicle Numbers 35094 and 35095.

Dear Secretary Stevens:

Attached please find an addendum to the Community Partnership Program Agreement between the City of Warren and SMART to replace SMART Vehicle Numbers 22116 and 25103 with SMART Vehicle Numbers 35094 and 35095. Also attached is a proposed resolution approving such agreement.

Pursuant to the request of the Program Supervisor of Parks and Recreation Department, please place this matter on the City Council agenda for consideration at the October 13, 2015 regular meeting.

Sincerely,

A handwritten signature in blue ink that reads "Annette Gattari-Ross".

Annette Gattari-Ross
Assistant City Attorney

AGR/s/ltr to council re smart vehicles/57367
Attachment

cc: Mr. Phil Easter, Director of Human Resources and Risk Management
Mr. Henry Bowman, Director of Parks and Recreation
Ms. Denise Krolczyk, Parks and Recreation

Read and Concur:

A handwritten signature in black ink that reads "Mary Michaels".

Mary Michaels
Acting City Attorney

Approved:

A handwritten signature in black ink that reads "James R. Fouts".

James R. Fouts
Mayor

**RESOLUTION TO APPROVE AN ADDENDUM TO THE COMMUNITY
PARTNERSHIP PROGRAM AGREEMENT BETWEEN THE CITY OF WARREN AND
SMART TO REPLACE VEHICLE NUMBERS 22116 AND 25103 WITH VEHICLE
NUMBERS 35094 AND 35095**

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2015, at 7 p.m. Eastern Standard Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmember _____

ABSENT: Councilmember _____

The following resolution was offered by Councilmember _____
and supported by Councilmember _____.

The City of Warren and the Suburban Mobility Authority for Regional Transportation (SMART) have entered into the agreement titled "Community Based Service Plan" executed on March 14, 1997, now renamed the Community Partnership Program ("CPP") implemented through the Department of Parks and Recreation.

Pursuant to that Agreement, the City of Warren operates certain SMART vehicles to implement the program.

The Department of Parks and Recreation (Transportation) has been awarded two new SMART replacement vehicles (Smart Vehicle Numbers 35094 and 35095) for the City's use under the CPP.

The vehicles are provided by SMART without charge except for insurance coverage.

RECEIVED  WARREN

AUG 03 2015

City Attorney's Office

PARKS AND RECREATION

5460 ARDEN
WARREN, MI 48092
(586) 268-8400

www.cityofwarren.org

August 3, 2015

Mary Michaels
Acting City Attorney
City of Warren

Dear Ms. Michaels:

The Warren Parks and Recreation-Transportation department has been awarded two (2) new SMART replacement vehicles. The insurance department must provide the proper insurance information/paperwork in order for us to receive these vehicles. They will need \$5,000,000 in coverage, proof of Workers Comp, and that SMART be listed as an Additional Insured and Loss Payee.

The first vehicle (SMART No.:35094, Vin.: 1GB6G5BL4F141140, Manufacturer: Champion Challenger) is provided without charge, but for insurance purposes costs \$77,686. (Replacing vehicle: 22116)

The second vehicle (SMART No.:35095. Vin.: 1GB6G5BL5F139510, Manufacturer: Champion Challenger) is provided without charge, but for insurance purposes costs \$77,686. (Replacing vehicle: 25103)

I am providing three copies of each agreement for signatures. Please keep one of each of the signed agreements for your records and forward me the other two, along with the insurance paperwork. I will then forward this on to SMART.

If you should have any questions, please contact me at (586)258-2024.

Sincerely,



Denise Krolczyk
Program Supervisor

COMMUNITY PARTNERSHIP PROGRAM

ADDENDUM TO THE AGREEMENT BETWEEN THE SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION AND THE CITY OF WARREN

This addendum is made to the agreement ("Agreement") between Suburban Mobility Authority for Regional Transportation ("SMART"), an entity organized under the provisions of Act 204 of the Public Acts of 1967, as amended, and the City of St. Warren ("the Contractor") which is hereby incorporated.

SMART shall provide for Contractor's use the following Community Partnership Program (CPP) vehicles to replace vehicles numbered 22116 and 25103:

<u>SMART No.</u>	<u>VIN No.</u>	<u>Manufacturer</u>
35094	1GB6G5BL4F141140	Champion
35095	1GB6G5BL5F139510	Champion

Vehicle is new and in good working order at the time of delivery and is subject to the same terms and conditions as the above referenced Agreement.

Notwithstanding anything to the contrary, Contractor also agrees as follows for all vehicles covered by the Agreement and this Addendum:

INSURANCE AND INDEMNIFICATION

CONTRACTOR shall provide insurance with the coverage, limits and conditions described below. Any and all insurance must be written with an insurer admitted and licensed in the State of Michigan and approved by SMART's Manager of Risk Management. Proposed insurance carriers should have a Best's rating of "A VI" or above, however, SMART reserves the right to accept or reject any proposed carrier. SMART must be provided with certificates of insurance prior to the effective date of said coverage, and must be provided a complete copy of the insurance policy(ies) within the thirty (30) days following their effective date.

Coverage must be primary and non-contributory and provide a waiver of subrogation in favor of SMART. If the CONTRACTOR is self-insured, a certificate from the appropriate State agency must be furnished by such agency to SMART. If during the term of the contract, the insurance certificate or any required coverage expires or is otherwise modified, the CONTRACTOR is responsible for immediately providing a renewed certificate of insurance to SMART. The purchase of insurance coverage or furnishing the aforesaid certificate to SMART shall not be a satisfaction of the CONTRACTOR'S indemnification of SMART.

Physical Damage

CONTRACTOR shall purchase vehicle physical damage insurance, including comprehensive and collision coverage, for SMART owned vehicles for the greater of actual cash value or book value of the vehicle. SMART shall be named as Loss Payee on the policy, and be provided with a minimum of 30 days prior written notice of cancellation. CONTRACTOR shall be responsible for the payment of any deductible and SMART will not be obligated to pay for repairs to the vehicle.

Vehicle Liability

CONTRACTOR shall purchase vehicle liability insurance for SMART owned vehicles, including \$5,000,000 per occurrence Bodily Injury/Property Damage (CSL is acceptable), and Michigan No-Fault protection. SMART shall be named as Additional Insured on the liability policy and be provided a minimum of 30 days prior written notice of cancellation.

Workers' Compensation

CONTRACTOR shall maintain statutory Workers' Compensation and \$500,000 Employer's Liability insurance for all employees, and require such insurance for all employees of any sub-contractors.

General Liability

CONTRACTOR shall maintain comprehensive general liability insurance with a limit not less than \$1,000,000, including contractual liability. Said policy shall name SMART as Additional Insured.

Other State or Federally Funded Vehicles

CONTRACTOR shall maintain insurance on any vehicle not titled or registered to SMART, but for which State or Federal dollars are used to support the purchase of the non-SMART-owned vehicle, including vehicle liability with a limit not less than \$5,000,000 combined single limit. Said policy shall name SMART as Additional Insured.

Indemnification

Notwithstanding any other provision in this agreement, CONTRACTOR shall indemnify, defend and save harmless SMART, its officers, agents, employees, and members of its Board of Directors from any and all claims, losses and damages, including costs and attorney fees occurring or resulting from any act, omission or negligence of or chargeable to the parties, their officers, agents, employees, subcontractors, successors and/or assigns arising out of and pursuant to this agreement.

This addendum and the incorporated Agreement constitute the entire Agreement between the parties hereto and supersede any and all prior agreements, oral or written. Waiver of any breach of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

CITY OF WARREN

Dated _____

By: _____
Signature

Printed Name

Its: _____
Title

Dated _____

By: _____
Signature

Printed Name

Its: _____
Title

**SUBURBAN MOBILITY AUTHORITY
FOR REGIONAL TRANSPORTATION**

Dated _____

By: _____
John C. Hertel
General Manager



CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425
WARREN, MI 48093-5289
(586) 574-4600
FAX (586) 574-4614
www.cityofwarren.org

OCTOBER 1, 2015

TO: MR. SCOTT C. STEVENS, SECRETARY, WARREN CITY COUNCIL
SUBJECT: OAK-W-9288 - PURCHASE OF A 2016 DODGE RAM PROMASTER 1500 CARGO VAN THROUGH THE OAKLAND COUNTY COOPERATIVE VEHICLE BID (#4229).

The Purchasing Division concurs with the Communications Department and recommends that City Council award the purchase of one (1) 2015 Dodge Promaster Cargo Van to Jim Riehls Friendly Automotive Group, Inc., 1515 S. Lapeer Road, Lapeer, MI 48446, in the total amount of \$27,434.00 utilizing the Oakland County Cooperative Vehicle contract (OAK #004229).

If the City Council approves these purchases, payment must be authorized to be made within 10 days of delivery to the recommended vendors.

Please see the attached correspondence from the Communications Department.

If approved by your honorable body, this vehicle will replace Vehicle #526, which is a 2000 model year Dodge Van (vin# 2B7HB11YK178059), which was retired per the recommendation of the Department of Public Works (DPW).

The new vehicle will be used for transporting equipment to on-site productions such as sporting events, and for general television and media coverage throughout the City.

The vehicle will be white and will include a tow package.

The Communications Department will be utilizing funds from the following Account: 9250-98100 for this purchase.

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:	<i>Renee Rapp</i>	10/5/15
Controller:	<i>Rob Maloney</i>	10/5/2015
MAYOR:	<i>[Signature]</i>	10/6/15



Leased Vehicles

JPD

**AMENDMENT / CHANGE ORDER
OF CONTRACT 004229**

AMENDMENT 01

AMENDMENT DATE: September 25, 2015

This AMENDMENT / CHANGE ORDER OF CONTRACT (hereafter this "Amendment") is made and entered into by and between the Contractor named and identified below, (hereafter "Contractor") and the COUNTY OF OAKLAND (hereafter "County") whose address is 2100 Pontiac Lake Rd, Waterford, MI 48328.

CONTRACTOR	ADDRESS
Jim Riehls Friendly Chrysler Dodge Jeep	1515 S Lapeer Rd Lapeer, MI 48446
Vendor Number: 19031	

The County and Contractor agree and acknowledge that the purpose of this Amendment is to modify as provided herein and otherwise continue the present contractual relationship between the Parties as described in their current contract with the same contract number as above.

In consideration of the extension of the mutual promises, representations, assurances, agreements, and provisions in the Contract and this Amendment, the adequacy of which is hereby acknowledged by the Parties, the County and Contractor hereby agrees to amend the current Contract as follows:

- 1.0 The County and Contractor agree that any and all defined words or phrases in the current Contract between the parties will apply equally to and throughout the amendment.
- 2.0 The Parties agree that any and all other terms and conditions set forth in the current Contract between the Parties shall remain in full force and effect and shall not be modified, excepted, diminished, or otherwise changed or altered by this Amendment except as otherwise expressly provided for in this Amendment.
- 3.0 Description of Change:

Extend contract expiration date from 9/30/2015 to 9/30/2016

Update pricing per attached 2016 Price List



For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in the Contract and this Amendment, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment on behalf of the County, and Contractor and by doing so legally obligate and bind the County and Contractor to the terms and conditions of the Contract and this Amendment.

FOR THE COUNTY OF OAKLAND:

Scott N. Guzzy
Scott N. Guzzy (Sep 23, 2015)

SIGN: _____

Pamela L. Weipert, CPA CIA
Compliance Officer

or

Scott N. Guzzy, CPPO, MBA
Purchasing Administrator

FOR THE CONTRACTOR:

Timothy J Wilcox
Timothy J Wilcox (Sep 25, 2015)

SIGN: _____

Jim Riehls Friendly Chrysler Dodge Jeep

aec

CONTRACT

Dispatch via Print



**OAKLAND COUNTY
PURCHASING DIVISION**

Executive Office Building 41 West
2100 Pontiac Lake Rd.
Lower Level
Waterford MI 48328-0462
Main Phone 248/858-0511
www.oakgov.com/purchasing/

Jim Riehls Friendly Chrysler Dodge Jeep
Tim Wilcox
1515 S Lapeer Rd
Lapeer MI 48446

Contract ID 00000000000000000004229		Page 1 of 2	
Contract Dates 08/27/2014 to 09/30/2015		F.O.B. DEST	Terms NET 0
Buyer Joseph P. Dahl	Phone 248/858-0514	Email dahlj@oakgov.com	
Description: 2015 Dodge Cargo Van-B-COOP		Contract Maximum 150,000.00	

Vendor ID 0000019031
Phone: 810/664-2900 Tim Wilcox
Fax: 810/245-5977 twilcox@friendlyautogroup.com

Tax Exempt ID: 38-6004876

Line #	Item Number	Item/Description	Category Co	Item UOM	Contract Price
1	000000000000034597	2015 Dodge Ram Promaster Cargo Van	25000000	EA	1.00

This contract is for 2015 model year Dodge Ram Promaster Cargo Van until the official cut - off date for ordering. Government entities are to contact the dealer for verification of the vehicle ordered and send all Purchase Orders directly to the dealer.
The dealer is responsible for delivery to all participants located within Oakland County.
Delivery charges to municipalities outside the County of Oakland must be noted on the Purchase Order.
The vehicle shall include a minimum of five (5) gallons of fuel with each vehicle delivery or pickup. This is included in the base price of the vehicle. NO EXCEPTIONS.
The standard cost subtotal shall include cost of the TITLE which is currently \$15.00
The dealer should note any other irregularities in regards to options. etc., on the final quote to the government entity.
Color will be determined at the time of order by the County or other government entity ordering the vehicle.
LATE PAY CHARGE from DATE OF DELIVERY:
OVER 10 BUSINESS DAYS \$ 0
OVER 15 BUSINESS DAYS \$50.00
OVER 30 BUSINESS DAYS \$100.00
Charge per mile for delivery to any government entity outside of Oakland County
\$1.00/ per mile
FOB: DESTINATION - Vendor is responsible until vehicle is accepted at time of pick - up or delivery.
Out of stock purchases are subject to price adjustments due to loss of protection, floor plan credit and possible GM advertising charges.

THIS IS A COOPERATIVE PURCHASING BLANKET ORDER.

Inasmuch as no specific quantities are indicated on this contract, there is no commitment involved by Oakland County other than for the payment of goods procured under the conditions of this contract.

Oakland County issues individual Purchase Orders on behalf of County Departments as authorization for items ordered from this contract. The individual Purchase Order numbers are to be used on all Invoices, Bills of Lading, Shipping Documents and all correspondence relating to the Purchase Order.

Itemized invoices must be submitted to the ship to location on the purchase order, unless otherwise stipulated, for subsequent checking as to price and content. Invoices not itemized may be returned for correction.

This contract is not to be used for the purchase of any equipment and or services not listed herein. Oakland County requires a 30 day written notice of all price changes. Oakland County reserves the right to take advantage of any special pricing programs available from the contract vendor or any other outside vendors offering the said special pricing programs to Oakland County during the term of this contract.

Oakland County reserves the right to cancel this contract if orders are not filled within the time and in accordance with the terms specified.

All shipments must be accompanied by Packing Slips and containers properly marked with requesting Department Name, Address, Contact Person and Purchase Order Number.

The prices indicated on this contract are not subject to change without written notification in advance.

Authorized Signature
X X X X X

CONTRACT

Dispatch via Print



**OAKLAND COUNTY
PURCHASING DIVISION**

Executive Office Building 41 West
2100 Pontiac Lake Rd.
Lower Level
Waterford MI 48328-0462
Main Phone 248/858-0511
www.oakgov.com/purchasing/

Jim Riehls Friendly Chrysler Dodge Jeep
Tim Wilcox
1515 S Lapeer Rd
Lapeer MI 48446

Contract ID 00000000000000000004229		Page 2 of 2
Contract Dates 08/27/2014 to 09/30/2015		F.O.B. DEST
Buyer Joseph P. Dahl	Phone 248/858-0514	Email dahlj@oakgov.com
Description: 2015 Dodge Cargo Van-B-COOP		Contract Maximum 150,000.00
Vendor ID 0000019031		
Phone: 810/664-2900		Tim Wilcox
Fax: 810/245-5977		twlcox@friendlyautogroup.com

Tax Exempt ID: 38-6004876

Line #	Item Number	Item/Description	Category Co	Item UOM	Contract Price
--------	-------------	------------------	-------------	----------	----------------

No Charges will be allowed for boxing or packing unless stated on the Contract. Acceptance of this contract includes specifications, process, delivery and conditions included therein. Material is subject to inspection on our property. If rejected we agree to first advise vendor before returning goods. All freight and extra handling charges derived from said rejection shall be borne by the vendor. The acceptance of this contract does not in any way make the County of Oakland a party to any infringement or damage suits. Such suits to be borne by the vendor.

Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract, including zoning and building codes and MIOSHA guidelines

Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap in violation of State and Federal law. Contractor shall promptly notify the County of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor. The County, in its discretion, may consider any illegal discrimination described above as a breach of this Contract and may terminate or cancel this Contract immediately with notice.

A Materials Safety Data Sheet shall accompany or precede all shipments of materials subject to the Michigan Hazard Communications Standard also known as the "Right to Know Law" and classified as hazardous by Michigan Compiled Laws, Act 154 of the Public Acts of 1974 as amended. All containers shall have approved warning labels in accordance with this law. Copies of all MSDS's are to be sent to the requesting department.

Pursuant to Act 167 of the Public Acts of 1933, the County of Oakland, a Michigan Constitutional Corporation, is exempt from the sales tax provisions of this Act. In addition, the Michigan Department of Treasury has promulgated General and Specific Sales and Use Tax Rules which provide that the County of Oakland is not required to have a sales tax exemption number (R205.79; Rule 29).
FOR REPORTING PURPOSES – COUNTY OF OAKLAND I.D. #38-6004876W.

2014/08/27 cmc
Blanket contract finalized

Authorized Signature

Patricia L. Lohpelt

ml

JIM RIEHL'S FRIENDLY CHRYSLER
1515 S LAPEER RD
LAPEER, MI 484469441

Configuration Preview

Date Printed:	2015-09-29 10:14 AM	VIN:		Quantity:	1
Estimated Ship Date:		VON:	-	Status:	BA - Pending order
				FAN 1:	20281 OAKLAND COUNTY, MICHIGAN
				FAN 2:	
				Client Code:	
				Bid Number:	TB6071
				PO Number:	
Sold to:	Ship to:				
JIM RIEHL'S FRIENDLY CHRYSLER (45178)	JIM RIEHL'S FRIENDLY CHRYSLER (45178)				
1515 S LAPEER RD	1515 S LAPEER RD				
LAPEER, MI 484469441	LAPEER, MI 484469441				

Vehicle: 2016 1500 CARGO VAN LOW ROOF (136 IN WB) (VF1L12)

	Sales Code	Description	MSRP(USD)
Model:	VF1L12	1500 CARGO VAN LOW ROOF (136 IN WB)	29,735
Package:	21A	Customer Preferred Package 21A	0
	ERB	3.6L V6 24V VVT Engine	0
	DG2	6-Speed Automatic 62TE Transmission	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*A7	Cloth Buckets Seats	0
	-AA	Gray	0
Options:	MAF	Fleet Purchase Incentive	0
	XAC	ParkView(TM) Rear Back-up Camera	265
	RA2	Uconnect 5.0 AM/FM/CD/BT	495
	NHM	Speed Control	225
	CME	Wood Floor	395
	CDU	Driver/Pass. 6-Way Adj Lumbar Seats	150
	GTR	Power Folding/Heated Mirrors	225
	AJV	Interior Convenience Group	250
	4DH	Prepaid Holdback	0
	AHT	MOPAR Trailer Tow Group	585
	4ES	Delivery Allowance Credit	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	142	Zone 42-Detroit	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB6071	Government Incentives	0
Discounts:	YGV	4.5 Additional Gallons of Gas	0
Destination Fees:			1,195
		Total Price:	33,520

Order Type:	Fleet	PSP Month/Week:	
Scheduling Priority:	1-Sold Order	Build Priority:	99
Customer Name:			
Customer Address:	USA		

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

MEMORANDUM

To: Purchasing Department

From: Tracey Perry
Director, Communications Department

Re: Purchase of New Vehicle

Date: September 29, 2015

The Communications Department requests approval to purchase a new 2016 Ram Promaster 1500 Cargo Van from Jim Riehl's Friendly Automotive Group, Inc., for the total amount of \$27,434.00, using the Oakland County Cooperative Purchase Program, under Contract ID No. 4229, as extended by amendment dated September 25, 2015.

Funds for this purchase are available in account No. 9250-98100.

This vehicle will replace Vehicle #526, a 2000 Dodge Van, VIN #2B7HB11Y8YK178059, which was retired, per recommendation of DPW.

The new vehicle is white in color and includes a tow package. This vehicle will be used for equipment transport to on-site productions, particularly sporting events, and for general television and media coverage throughout the City.

Respectfully submitted,


Tracey Perry

RESOLUTION

Document No. OAK-W-9288
2016 Ram ProMaster 1500 Cargo Van
Requesting Department: Communications Department

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2015 at 7:00 p.m. Eastern Standard Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

Pursuant to Section 2-344 of the Code of Ordinances, the City may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, equipment, goods or services with one (1) or more public procurement units.

Upon performing a diligent inquiry, the Communications Department Director has determined that it is necessary in the interests of the Communications Department and the City, to acquire a 2016 Ram Promaster 1500 Cargo Van pursuant to the Oakland County Cooperative Purchasing Program, Contract ID No. 4229, as amended, from Jim Riehl's Friendly Automotive Group, Inc., 1515 S. Lapeer Road, Lapeer, Michigan 48446, for the cooperative purchasing price of Twenty-Seven Thousand Four Hundred Thirty-Four (\$27,434.00) Dollars.

Jim Riehl's Friendly Automotive Group, Inc. has been selected for the cooperative purchase. The purchasing agent has conducted a review and concurs with the cooperative purchasing.

Funds are available in account number: 9250-98100

IT IS RESOLVED, that the cooperative purchase through Jim Riehl's Friendly Automotive Group, Inc., is hereby accepted by City Council and payment is authorized by City Council to be paid to Jim Riehl's Friendly Automotive Group, Inc., within ten (10) days of satisfactory receipt of vehicles.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

(check where applicable)

- Cooperative Bid Document
- Contract
- Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2015.

SCOTT C. STEVENS
Secretary of the Council
Mayor Pro Tem



CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425
WARREN, MI 48093-5289
(586) 574-4600
FAX (586) 574-4614
www.cityofwarren.org

SEPTEMBER 22, 2015

TO: MR. SCOTT C. STEVENS, SECRETARY, WARREN CITY COUNCIL
SUBJECT: OAK-W-9296 - PURCHASE OF POLICE VEHICLES THROUGH A STATE OF MICHIGAN
MiDEAL CONTRACT AND OAKLAND COUNTY COOPERATIVE VEHICLE CONTRACTS

The Purchasing Division concurs with the Police Department and recommends that City Council award the purchase of the following police vehicles, to the vendors listed below, in a total amount of \$274,194.00.

If the City Council approves these purchases, payment must be authorized to be made within 10 days of delivery to the recommended vendors.

Table with 6 columns: VENDOR, VEHICLE, CONTRACT, QTY, UNIT COST, EXTENDED COST. It lists three rows of vehicle purchases and a final row for the GRAND TOTAL: \$274,194.00.

In an effort to remain fiscally responsible, and to continue operational effectiveness, the Police Department will continue to rotate the older, higher mileage vehicles out of its fleet and place the new ones into the bureaus and divisions, as needed.

With your honorable body's approval, the Police Department will be purchasing a total of nine vehicles through three separate Cooperative Contracts.

The Police Department will be utilizing the State of Michigan Mi-Deal Contract #39050010B to purchase seven (7) 2016 Ford Interceptor police vehicles. These vehicles will replace seven (7) Ford Crown Vic vehicles (#1, #3, #4, #8, #17, #18, and #20), all of which are 2011 models with mileage ranging from 70,000 to 90,000. These vehicles will be sent to DPW and either be re-purposed or sold at the next Macomb County Auction.

In addition, a 2016 GMC Sierra 2500 HD truck will be purchased through the Oakland County Cooperative Contract (#004096). This vehicle will be used by the Animal Control Division, and will be replacing vehicle #131, which is a 2007 GMC Sierra with 110,000 miles. Vehicle #131 will be sold at the next Macomb County Public Auction.

The final vehicle that will be purchased by the Police Department is a 2015 GMC Sierra 1500, which will be used by the Evidence Technician Unit (ETU). The current ETU vehicle (2010 Chevy Tahoe with 131,000 miles Vehicle #21) will be repurposed in the Traffic Division.

Funds are available in the Federal Forfeiture Account: 9261-82214.

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:	<i>Renee Regan</i>	10/5/15
Controller:	<i>[Handwritten Signature]</i>	10/5/2015
MAYOR:	<i>[Handwritten Signature]</i>	10/6/15

GORNO FORD
22025 ALLEN ROAD
WOODHAVEN, MI 48183

DATE: 8/31/15

TO: SGT. MATT NICHOLS, WARREN P.D.
586-574-4768 DIRECT) mnichols@warrenpd.org

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES
734-671-4033 (DIRECT) (FAX) 734-676-7647 jagney@gornoford.com

RE: **MiDEAL # 3905-0010B 2016MY FORD INTERCEPTOR UTILITY, 4WD, (G1) SHADOW BLACK/BLACK CLOTH, 3.5L V6 ECO-BOOST, 6spd.A/T, A/C, 3.16 REAR AXLE, H.D. ABS-DISC BRKS./ROTORS/CALIPERS, COLUMN SHIFT, 18.6gal. FUEL, REAR PRIVACY GLASS, P245/55R18 ASw/FULL SIZE SPARE, H.D. THERMOPLASTIC ELASTOMER FLOOR, PWR. ADJUSTABLE PEDALS, 6-WAY PWR. DRIVERS SEAT, SEAT INTRUSION PLATES, TILT WHEEL, PWR.WINDOWS/LOCKS/Htd.MIRRORS, NOISE SUPPRESSION STRAP, TPMS, ADVANCE TRACw/ROLL STABILITY CNTRL.w/HYDRAULIC BRAKE ASSIST, AIR BAGSw/SIDE-SEAT/CURTAINS, CAPLESS FUEL FILL, AM/FM/MP3/CD, 4.2" COLOR LCD MESSAGE SCREEN, 5-WAY PROGRAMABLE STEERING-WHEEL SWITCHES, REAR RECOVERY HOOKS, DIGITAL CALIBRATED – SPEEDO, DUAL INCANDESENT SPOTS, GRILL LED/SIREN/SPEAKER PRE-WIRE, REAR-VIEW CAMERAw/WASHER, 67U ULTIMATE WIRING KIT, 47C HARNESS – CONNECTOR KIT, 21P WIRE HARNESS CONNECTOR KIT, REAR WINDOW PWR. – DELETE, DARK CAR FEATURE, 59B KEYED ALIKE(1248X)-KEY CODE B, HEADLAMP Wig-Wag LIGHTING SOLUTION, TAILLAMP LED FLASHER LIGHTING-SOLUTION, REAR HATCH LED LIGHTING SOLUTION, AUTO HEADLAMP, UNDER-BODY DEFLECTOR PLATE**

F.O.B. DELIVERED TO WARREN., MI \$31,782.00
(MSRP = \$38,095.00)

Current lead time is estimated at 10 – 12 weeks from receipt of Purchase Order.

RECOMMENDED OPTIONS:

REVERSE SENSORS 275.00

Please review, *SELECT OPTIONS*, sign and fax back or fax Purchase Order to Jim Agney.

Customer Signature: _____

Thank you,
Jim Agney

This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and City of Warren Police Department. This quotation is compiled in association with the MiDEAL Contract and intended for use by MiDEAL Members and State of Michigan government agencies stated above. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorized personnel.

MODEL: 2016 GMC SIERRA 2500 HD TC		DEALER INFORMATION	
Body Sty 2WD LONG BOX DOUBLE CAB		Name: Red Holman Buick GMC	
NOTE: Model Should include STANDARD PACKAGING, unless otherwise indicated below.		Address 35100 Ford Rd	
		1:	
		Address Westland, MI 48185	
		2:	
Contact: Paul Roop		Telephor 734-721-1144 Ext 264	
Standard Equipment Plus		MINUS	COST
6.0L V8			
Air Conditioning			
<i>PLUS TITLE FEE</i>			
<i>MINUS TOTAL</i>		\$ -	
STANDARD COST SUBTOTAL			\$ 23,497.00
POSSIBLE OPTIONS:			
G80 Differential, heavy-duty locking rear		Required in 2015	\$ 379.00
PCR Sierra Fleet Convenience Package, includes			\$ 283.00
ZHQ Spare Tire / Wheel & Carrier			\$ 396.00
RVQ 6" Step Bars Black			\$ 739.00
K14 110 Volt Outlet			\$ 156.00
ZW9 Pickup box, delete, includes (9J4) rear bumper		\$ 510.00	
AKO Deep Tinted Glass			\$ 176.00
GBA Exterior Color Onyx Black			\$ 90.00
H2Q Dark Ash Vinyl Seats			N/C
DEL Delivery to Warren			\$ 90.00
TOTAL OPTIONS			
		TOTAL COST	\$ 25,296.00
AUTHORIZED NAME:		DATE:	
AUTHORIZED SIGNATU			

ET

MODEL: 2015 GMC TK 15753 1500		DEALER INFORMATION	
Body Styl 4X4 Standard Box Double Cab		Name: Red Holman GMC	
NOTE: Model Should include STANDARD PACKAGING, unless otherwise indicated below.		Address 35100 Ford Rd	
		1: Address Westland, MI 48185	
		2: Contact: Paul Roop	
		Telephor 734-721-1144	
Standard Package		MINUS	COST
1SA	Work Truck		
	Automatic Transmission		
	Vinyl Interior		
	Graphite Rubber Floor Covering		
LV3	4.3 V6		
	7,100 GVWR		
C67	Air Conditioning		
	Power Windows/ Door Locks		
	Cruise Control		
<i>PLUS TITLE FEE</i>			
<i>MINUS TOTAL</i>		\$	
STANDARD COST SUBTOTAL			\$ 23,823.00
POSSIBLE			
H2R	Cloth Seats		\$ 88.00
L83	5.3L V8		\$ 1,082.00
G80	Locking Differential		\$ 383.00
UF2	Cargo Box LED Lighting		\$ 64.00
PCR	Sierra Fleet Convenience Package - incl. (DL8)		\$ 283.00
GBA	Onyx Black		\$ 90.00
AKO	Deep Tinted Glass		\$ 176.00
RC5	Tires: LT265/ 70R17C All-Terrain, Blackwall		\$ 345.00
DEL	Delivery to Warren		\$ 90.00
TOTAL OPTIONS			
		TOTAL COST	\$ 26,424.00



WARREN POLICE DEPARTMENT

29900 CIVIC CENTER BLVD.
WARREN, MI 48093
(586) 574-4700
FAX (586) 574-4862
www.cityofwarren.org

September 15, 2015

Mr. Craig Treppa, Buyer
Purchasing Department

RE: VEHICLE PURCHASES FOR POLICE

Dear Mr. Treppa:

The Police Department regularly requests the appropriation of funds in our yearly budget to supplement the patrol fleet. After careful consideration, we have determined that the patrol vehicles we wish to purchase are seven (7) 2016 Ford Interceptor Utility, through Gorno Ford, utilizing the State of Michigan MiDeal #3905-0010B. The remaining vehicles a (1) 2016 GMC Sierra 2500 for Animal Control and a (1) 2015 GMC Truck for ETU, will be purchased through Red Holman GMC, utilizing the Oakland County Cooperative Bid #004096 and #004119. The total cost of this project is \$274,194.00 and the funds are available in the Federal Forfeiture account #9261-82214.

(7) 2016 Ford Interceptors \$31,782.00 each Total: \$222,474.00
Pricing through MiDeal #3905-0010B

(1) 2016 GMC Sierra 2500 \$25,296.00 Total: \$25,296.00
Pricing through Oakland County Cooperative Bid #004096

(1) 2015 GMC Truck 1500 \$26,424.00 Total: \$26,424.00
Pricing through Oakland County Cooperative Bid #004019

Thank you for your assistance in completing this project. Please call me at extension 4825 if you have any questions.

Sincerely,

Dan Beck, Captain
ADMINISTRATIVE SERVICES BUREAU

RESOLUTION

Document No: OAK-W-9296

Product or Service: Police Vehicles

Requesting Department: Police Department

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____ Eastern Daylight Saving Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

Pursuant to Section 2-344 of the Code of Ordinances, the City may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, equipment, goods or services with one (1) or more public procurement units.

Upon performing a diligent inquiry, the Captain of the Police Department has determined that is it necessary in the interests of the Police Department and the City, to police vehicles pursuant to cooperative purchasing.

The Police Department recommends awarding the purchase of seven (7) 2016 Ford Interceptors to Gorno Ford, 22025 Allen Road, Woodhaven, MI 48183, through the State of Michigan Mi-Deal Contract (#39050010B) in the amount of \$31,782.00 each, or a total of \$222,474.00.

In addition, the Police Department recommends awarding the purchase of two (2) additional police vehicles (one 2015 GMC Sierra 1500 at a cost of \$26,424.00 and one (1) 2016 GMC Sierra 2500 HD at a cost of \$25,296.00) for a total cost of \$51,720.00 to Red Homan Buick GMC, 35100 Ford Road, Westland, MI 48185, through Oakland County Cooperative Bids (#004019 and #004096 respectively).

The purchasing agent has conducted a review and concurs with the cooperative purchasing.

Funds will be used from the Federal Forfeiture Account; 9261-82214.

THEREFORE, IT IS RESOLVED; that the cooperative purchase through Gorno Ford and Red Holman Buick GMC in the total amount of \$274,194.00 is hereby accepted by City Council.

IT IS FURTHER RESOLVED, that payment shall be made to Red Holman Buick GMC and to Gorno Ford within ten (10) days of delivery.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

- Cooperative Bid Document
- Contract
- Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: _____

NAYS: Councilmembers: _____



CITY OF WARREN
Office of Mayor James R. Fouts
Memorandum

To: Scott Stevens, Council Secretary, Mayor Pro Tem
From: James R. Fouts, Mayor
Subject: Senior Health Care Commission Appointments and Re-Appointments
Date: October 1, 2015

Pursuant to the provisions of the Warren Commission on Senior Health Care Commission and the authority vested in me, I hereby notify you of the following appointments. Council confirmation is required. Your concurrence in this matter is appreciated.

Marilyn Cito is replacing Gregory Jakub who resigned January 1, 2015, and Gemmalyn C. Dixon is replacing Anika Corbett who resigned April 21, 2015, these positions have been vacant since.

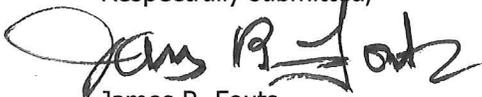
APPOINTED	POSITION	EXPIRATION	REPLACED	EXPIRATION
Marilyn Cito	Adm.-St. John Macomb-Oakland Hospital	July 1, 2016	Gregory Jakub	July 1, 2016
Gemmalyn C. Dixon	Adm.-St John Macomb-Oakland Hospital	July 1, 2017	Anika Corbett	July 1, 2017

RE-APPOINTED	POSITION	EXPIRATION
Lou Giacona	Senior Citizen	July 1, 2018
Cathy Lawson	Mayor's Office Representative	July 1, 2018
Helen Shoff	Senior Citizen	July 1, 2018

The following members are currently serving on the Warren Commission for Senior Health Care Services:

NAME	POSITION	EXPIRATION
Marian M. Battersby	Professional-Home Instead Senior Care	July 1, 2016
Maureen Elliott	Professional-Beaumont Hospital	July 1, 2017
Amy Katz	Professional-PACE	July 1, 2017
Gary McMenamin	Professional-Firefighter Insp./ Paramedic & Haz-Mat Tech.	July 1, 2017
Yvonne B. Warren	Senior Citizen	July 1, 2016
Pat Wojnarowski	Senior Citizen	July 1, 2017

Respectfully submitted,


James R. Fouts
Mayor

cc: Paul Wojno, City Clerk
Senior Health Care Commission

Attachments



CITY ATTORNEY'S OFFICE

ONE CITY SQUARE, SUITE 400

WARREN, MI 48093-5285

(586) 574-4671

FAX (586) 574-4530

www.cityofwarren.org

October 2, 2015

Mr. Scott C. Stevens
Council Secretary
Mayor Pro Tem
City of Warren

Re: Proposed Resolution to Recognize the The Christian Brothers Auxiliary of De La Salle Collegiate High School as a Non-Profit Organization Operating within the City of Warren

Dear Council Secretary Stevens:

Enclosed please find a resolution to recognize the The Christian Brothers Auxiliary of De La Salle Collegiate High School, as a non-profit organization operating in our community.

In order to obtain a gaming license or registration, the Charitable Gaming Division of the Michigan Lottery Commission requires that the applicant obtain a formal resolution from the governing municipality recognizing the applicant as a non-profit organization operating in the community.

The mission of The Christian Brothers Auxiliary of De La Salle Collegiate High School includes furthering the ministry by educating young men and sponsoring three fundraising events per year to support that education at De La Salle Collegiate High School.

Please place this item on the agenda for Council consideration at the September 22, 2015 meeting.

Respectfully submitted,

A handwritten signature in cursive script that reads "Mary Michaels".

Mary Michaels
Acting City Attorney

MM/s/Resolutions/Christin Brothers De La Salle-non-profit org
57360

Attachments

cc: Mary Chris Chapp, Christian Brothers Auxiliary President

Approved:

A handwritten signature in cursive script that reads "James R. Fouts".

James. R. Fouts
Mayor

RESOLUTION RECOGNIZING THE CHRISTIAN BROTHERS AUXILIARY OF DE LA SALLE COLLEGIATE HIGH SCHOOL AS A NON-PROFIT ORGANIZATION

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2015, at 7 p.m. Eastern Standard Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilperson _____

ABSENT: Councilperson _____

The following preamble and resolution were offered by Councilperson _____ and supported by Councilperson _____.

In order to obtain a gaming license from the Charitable Gaming Division of the Michigan Lottery Commission, the non-profit organization must be formally recognized by the governing municipality as operating within the community.

The Christian Brothers Auxiliary of De La Salle Collegiate High School operates through De La Salle Collegiate High School, a non-profit organization. Their mission is to further their ministry by educating young men and also sponsoring fundraising events to benefit De La Salle Collegiate High School to continue this education and ministry.

The Christian Brothers Auxiliary of De La Salle Collegiate High School, is requesting to be recognized as a non-profit organization operating within the City of Warren for purposes of obtaining the charitable gaming license from the State of Michigan Charitable Gaming Division. The school will be holding three fundraising events and all of the revenue will be used to support De La Salle Collegiate High School.

RECEIVED

OCT 01 2015



City Attorney's Office

DE LA SALLE COLLEGIATE

"Builders of Boys, Makers of Men"

October 1, 2015

*The
Christian
Brothers
Auxiliary*

City of Warren
Office of City Attorney
1 City Square
Suite 400
Warren, MI 48093

To Whom it May Concern:

The Christian Brothers Auxiliary of De La Salle Collegiate High School is currently planning its 37th Annual Holiday Arts & Crafts Show. During this event, we conduct a 50 / 50 raffle. We work directly with the state to secure our raffle license for this event. We recently learned that in order to continue securing our licenses, we need the City of Warren to recognize our organization as a nonprofit organization operating in Warren.

To meet this criteria, the enclosed Local Body Resolution for Charitable Gaming Licenses Form must be completed and sent to the state with our next application.

The Christian Brothers Auxiliary (CBA), was founded in 1926 to help meet the needs of the Christian Brothers as they educated the young men of the Detroit area. From that time, the CBA has expanded its mission to include fundraising events to support De La Salle Collegiate High School and its students.

To explain more about our organization and how we operate, I've also enclosed a copy of our organization's constitution and by-laws.

The CBA currently hosts three fundraising events each academic year. In the fall, we have our annual afternoon tea and luncheon. The weekend prior to Thanksgiving each year, we organize our annual holiday arts and crafts show. In the spring, usually in March, we host our annual Spring Fantasy Fashion Show. Enclosed please find a copy of our invitation and program for our upcoming 12th Annual Afternoon Tea and Luncheon, a booklet advertising our 37th Annual Holiday Arts & Crafts Show in November and our program from our 32nd Annual Spring Fantasy Fashion Show. I hope you find these pieces beneficial in learning more about our organization and the events we host.

The Christian Brothers Auxiliary is respectfully requesting the City of Warren to recognize our organization as a nonprofit organization at your October 13, 2015 City Council Meeting so we can then apply for our license for our craft show on November 21 and 22.

Should you require any additional information, please contact me at 586-321-5575 or dlsdba.president@gmail.com Many thanks for your consideration of our request.

Sincerely,

Mary Chris Chapp
CBA President

14600 Common Road
Warren, MI 48088

586-778-2207

Constitution

Article I Name

Section 1.1 The organization previously named the Christian Brothers Auxiliary of Detroit shall be known as the Christian Brothers Auxiliary of De La Salle Collegiate.

Article II Mission

Section 2.1 The mission of this Auxiliary shall be to further the ministry of the Christian Brothers of Warren and in particular, their residence, De La Salle Collegiate School and the District of Eastern North America.

Article III Membership

Section 3.1 Any woman who will endeavor to further the mission for which the Auxiliary is formed may become a member upon the conditions hereinafter prescribed.

Article IV Officers

Section 4.1 The Moderator of the Christian brothers Auxiliary of De La Salle shall be the President of the School, or a Brother appointed by the President of the School. He shall work closely with the President of the Auxiliary and the Principal of the School.

Section 4.2 The officers of this Auxiliary shall be President, First Vice-President, Second Vice-President, Third Vice-President, Recording Secretary, Corresponding Secretary, Communications Secretary, Membership Registrar, Treasurer, and the Directors.

Section 4.3 The Board of Directors shall consist of the newly approved officers, the immediate past President, and 10 members appointed by the newly elected President to have a Board numbering 20. The appointees shall include 2 freshman representatives, 2 sophomore representatives, 2 junior representatives and 2 senior representatives, 2 membership representatives, Supplies Chairman and Attendance Chairman. This Board of Directors shall serve with the President for her term of office.

Section 4.4 The Board of Directors shall offer such recommendations as may be deemed best for the interest of the Auxiliary. They shall hold at least three meetings a year. At the next general meeting, the President of the Auxiliary shall review the topics discussed at the Board meeting. A special meeting of the Board of Directors may be called at any time by the President, or in her absence, by the next officer in charge.

Section 4.5 After having served two years on the active Board, all past Presidents shall become members of the Honorary Board and shall have voting privileges.

Article V Approval of Board

Section 5.1 A. A Search Committee of 3 to 5 members shall be appointed by the President in January of the even-numbered years. Any eligible member of the Auxiliary may be considered for a position as an officer when she or another member submits her name to the Search Committee any time from the January meeting up to September 1st to allow ample time for the Search Committee to perform its due diligence. However, the acceptance of recommendations will remain open until two weeks before the November meeting. Any member interested in being on the Search Committee should submit their name to the President.

B. A member of the Search Committee who becomes a candidate for office shall withdraw immediately from the committee.

C. An eligible CBA member would be one whose dues are paid, has participated in CBA activities and in the case of the President, has had previous Board experience.

Section 5.2 A. The Search Committee will present the list of recommended members for office at the November meeting. A vote for approval will be taken at the November meeting of the even years and the officers shall assume the duties of the office immediately after the general meeting in January of the odd years. A term of office consists of two years.

B. Should vacancies occur in any Board position there will be a special Board Meeting called to fill the vacancy.

Section 5.3 No member shall hold the same office for more than one term with exception of the Membership Registrar who may hold office for two consecutive terms. In the event that a special vote allows a member to hold the same office for another term that member after serving for two consecutive terms, must vacate the office she has held for at least one term before she may hold the same office again. However, during this one-term interim, the member may hold a different office within the Auxiliary.

Section 5.4 No member shall be eligible for approval to the board until she has been a member of the Auxiliary for at least one year and has been an active participant in Auxiliary activities.

Article VI Appointed Board of Directors

Section 6.1 The President shall appoint 2 freshman representatives, 2 sophomore representatives, 2 junior representatives and 2 senior representatives, 2 membership representatives, Supplies Chairman and Attendance Chairman. Any eligible member of the Auxiliary may be considered for an appointed position.

Section 6.2 A. The Board of Directors shall be appointed by the January meeting of the odd years and shall assume the duties of the office immediately after the general meeting in January of the odd years. A term of office consists of two consecutive years.

B. Vacancies occurring on the appointed Board may be filled by Presidential appointment.

Section 6.3 Board of Directors shall serve for no more than one term. In the event that a special vote allows a director to hold the same position for another term, that director after serving for two consecutive terms, must vacate said position. However, during this one-term interim, the member may hold a different position/office within the Auxiliary.

Section 6.4 No Member shall be eligible for an appointed Board of Director position until she has been a member of the Auxiliary for at least one year and has been an active participant in Auxiliary activities, with the exception of Freshman Representatives.

Article VII Meetings

Section 7.1 A. General Membership meetings shall be held once a month, from September through June.

B. Special meetings may be called by the President or at the request of three or more members in good standing.

Section 7.2 The annual report shall be presented at the general meeting in January.

Article VIII Amendment of Constitution and By-Laws

Section 8.1 The constitution may be amended at any general meeting by two-thirds vote of the members present, and if the proposed amendment has been submitted by the Board.

Section 8.2 The by-Laws may be adopted or amended at any general meeting by a two-thirds vote of the members present, and if the proposed amendment has been submitted by the Board.

By-Laws

Article I Membership

Section 1.1 The membership shall consist of all members in good standing. All members in good standing for twenty-five years shall receive a Life Membership and be called Honorary Members. Honorary members shall continue to have the right to make motions and vote.

Section 1.2 All members shall consider themselves honor bound, as far as possible, to promote the interest of the Auxiliary, to perform committee work and to uphold the established Auxiliary traditions.

Section 1.3 Anyone desiring to become a member shall fill out an Application for Membership. Such application, accompanied by the annual dues, shall be presented to the Auxiliary at any general meeting.

Section 1.4 The President shall arrange for a Mass to be said for the deceased members of the Auxiliary at the November meeting.

Section 1.5 In the event of the illness or death of a member of the Christian Brothers Auxiliary of De La Salle, the family is requested to notify the President, Brother Moderator, or a member of the committee, who in turn will notify the President.

Section 1.6 Upon notification of the death of a member in good standing or a member of her immediate family, the President shall enroll the member perpetually in the St. La Salle Auxiliary.

Article II Dues

- Section 2.1
- A. The annual dues shall be paid by January 1. Honorary members are not subject to dues.
 - B. At least two weeks prior to January 1, the Membership Registrar shall send a notification to all members who have outstanding dues.
 - C. Members three years in arrears shall be dropped from membership.

Article III Duties of Officers

- Section 4.1
- A. The President shall preside at all meetings of the Auxiliary, act as Chairperson of the Board, appoint all standing committees, and have general supervision of the interests of Auxiliary.
 - B. The President shall represent the Christian Brothers Auxiliary at the meetings of the Advancement Committee, a sub-committee of the De La Salle Collegiate Board of Trustees.
 - C. Other than the necessary operating expenses, the President shall not authorize any disbursements above \$500 without the approval of the Board.
 - D. The President shall be an ex-officio member of all committee, except the Search Committee.
 - E. The President shall work closely with the Moderator and the President of De La Salle.

- Section 4.2
- A. The First Vice President shall assist the President as required.
 - B. In the absence of the President, the First Vice President shall perform the duties of the President.
 - C. The First Vice President shall be an ex-officio member of all standing committees.
 - D. The First Vice President shall maintain an email list for those members wishing to be contacted via email regarding Auxiliary functions and needs. The First Vice President shall send emails as directed by the President.
 - E. The First Vice President shall be responsible for notifications to all Honorary Board Members, Officers and Board of Directors of the Auxiliary in the event o a death or illness of anyone part of the Auxiliary or De La Salle family.

Section 4.3 A. The Second Vice President shall collect process and assemble all committee reports and present them to the President.

 B. The Second Vice President shall be responsible for providing hostesses for all general meetings.

Section 4.4 The Third Vice President shall assist the President with telephone calls, maintain the Auxiliary bulletin board in school and maintain the archives.

Section 4.5 The Recording Secretary shall keep the minutes of every Auxiliary meeting and Board of Directors meeting. The Recording Secretary shall send a copy of the minutes to the President several days before for the next meeting.

Section 4.6 A. The Communications Secretary shall attend to all necessary correspondence of the Auxiliary and acknowledge these at the general meetings.

 B. The Communications Secretary shall be responsible for Auxiliary publicity. This includes working with event chairman to promote fundraisers of the Auxiliary. This also includes the electronic message board in front of the school building.

Section 4.7 The Corresponding Secretary shall be responsible for all Auxiliary mailings. This includes contacting the Advancement office to notify them of a mailing and coordinate the process with them.

Section 4.8 A. The Membership Registrar shall be responsible for maintaining membership records, collecting dues and preparing a monthly report of these transactions for the Auxiliary.

 B. All dues collected shall be given to the Treasurer in a timely manner.

 C. By the Spring Board meeting, the Membership Registrar shall provide a current membership roster to members of the Directors.

 D. The Membership Registrar shall update the membership roster with the Advancement office for mailing purposes.

Section 4.9 A. The Treasurer shall receive all money raised by a member or a group of members in the name of the Christian Brothers Auxiliary.

 B. With President and Recording Secretary, the Treasurer shall maintain a checking account for the Auxiliary.

 C. The Treasurer shall pay all bills approved by the Auxiliary, keep an itemized account of all receipts and disbursements, and submit a monthly, written report of these transactions to the Auxiliary.

 D. Committees with expenditures during the month shall be subject to an audit by the Treasurer.

Section 4.10 Each freshman, sophomore, junior and senior and membership Representatives are responsible for hosting one general meeting for two consecutive years and must actively participate in all Auxiliary activities.

Section 4.11 The Supply Chairperson shall be responsible for purchasing and maintaining all Auxiliary Properties.

Section 4.12 The Attendance Chairperson shall be responsible for keeping records of all individuals in attendance at all meetings. In addition, she is responsible for purchasing the Door Prize(s) given away at the general meetings.

Article V Quorum

Section 5.1 A majority of the members of the Auxiliary Board at a meeting properly convened shall constitute a quorum for the transaction of business.

Article VI The President's Agenda

Section 6.1 The following order of business shall be observed at the general meetings:

1. Call to Order
2. Prayer
3. Reading of Minutes
4. Report of Officers
5. Report of Standing Committees
6. Report of Special Committees
7. Old Business
8. New Business
9. Adjournment
10. Prayer

Article VII Modeling Criteria for Christian Brothers Auxiliary (CBA) Member

Section 7.1 The following guidelines shall be adhered to when selecting members eligible to represent the Christian Brother's Auxiliary at the annual CBA Fashion Show:

It is a **longstanding** tradition to recognize CBA members who support, are involved and have taken a leadership role in the Christian Brothers Auxiliary.

In order to be considered as a CBA model, at our annual Fashion Show, one must be an active CBA member, attending monthly meetings whenever possible **and** be in good standing with their annual membership dues. In addition, Candidates are required to either Chair or serve

as a committee/subcommittee representative for one of our three major fundraisers (Craft Show, Fashion Show, or High Tea), or accept a CBA board position.

Consideration will first be given to those CBA members who have met the above criteria for **two or more years**.

A committee consisting of the current CBA President and the last two honorary CBA Presidents will review and make the final determination.



Hear ye, hear ye!
The Christian Brothers Auxiliary
of De La Salle Collegiate

P r e s e n t s

Our 12th Annual
Afternoon
Royal Tea
and Luncheon

Enjoy an elegant afternoon
as we dine as royalty does
with a delicious lunch, tea, and scones.
The afternoon also includes a cash raffle, fishbowl raffles,
and our Tea Pot Raffle where one lucky person will
win a Swarovski pendant necklace.

Remember our FAMOUS HAT CONTEST!
Join in the fun by wearing your silly, serious, handmade,
or store-bought hat. You may even win a prize!

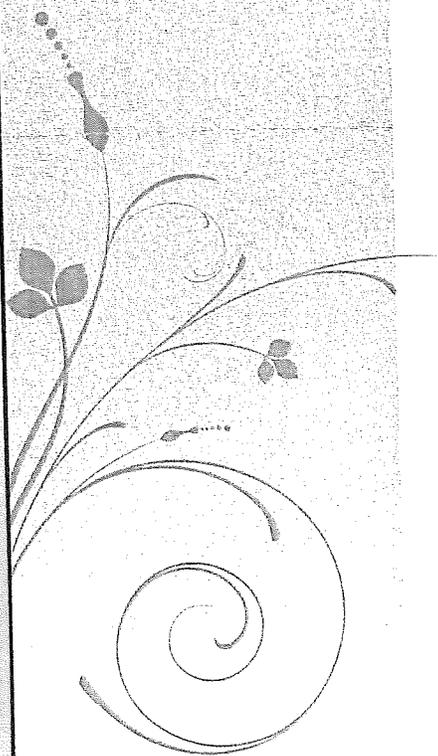
Tickets \$40 / Reserved Table of Ten - \$400

To make reservations, please return
the enclosed card no later than October 2nd.
For more information, email: dlsca.tea@gmail.com

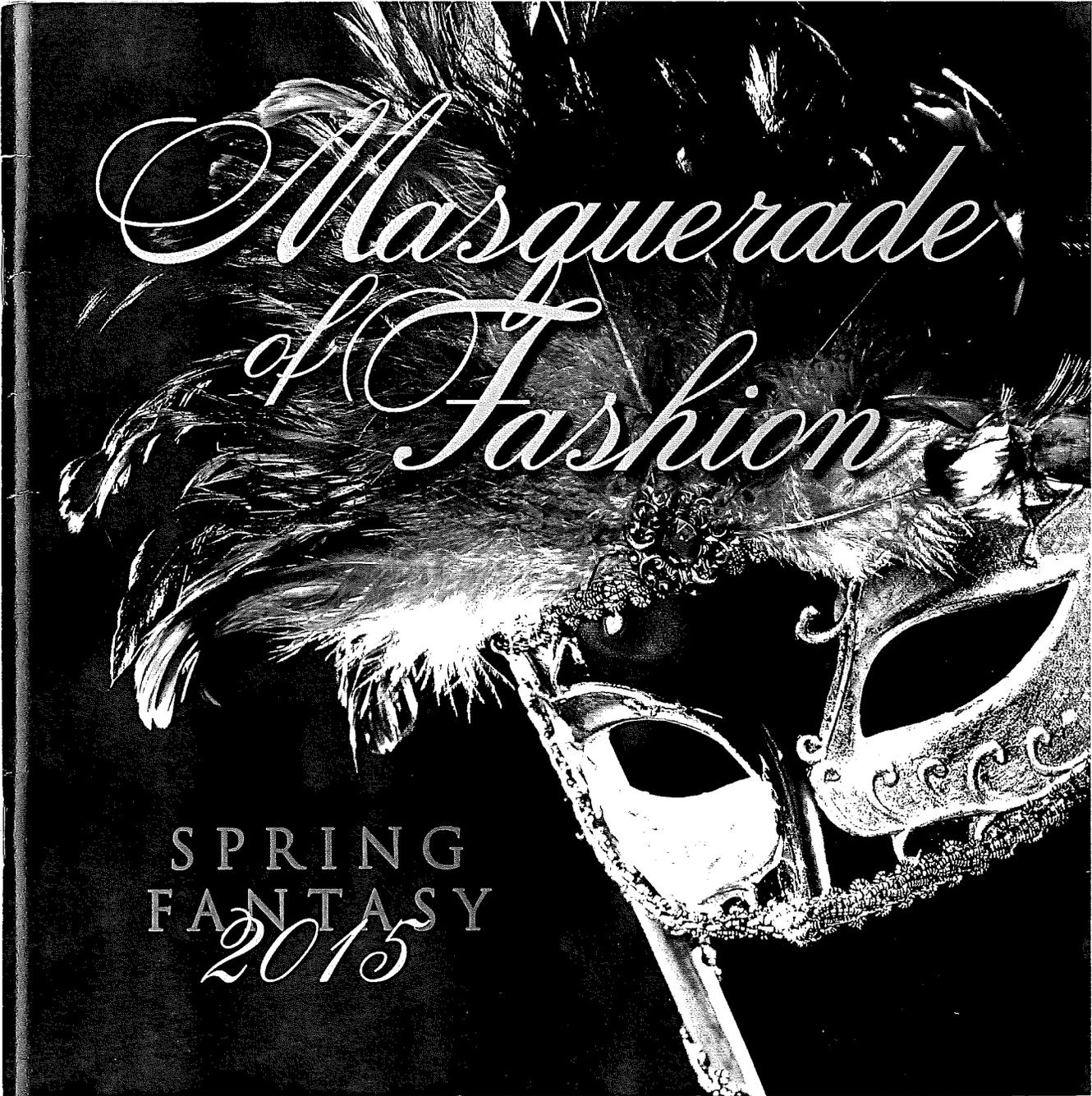
Sunday, October 18, 2015
1pm - 4pm

The Mirage

16980 18 Mile Road
Clinton Township, MI 48038



You will be awed with the
performance of court jesters
and relax to the soothing
music of a harp.



*Masquerade
of Fashion*

SPRING
FANTASY
2015

**Christian Brothers Auxiliary
of De La Salle Collegiate
High School**

**37th Annual Holiday Arts & Crafts Show
November 20 & 21, 2015**





CITY COUNCIL



5460 ARDEN, COMMUNITY CENTER (586) 258-2060 WARREN, MICHIGAN 48092

ZONING BOARD OF APPEALS APPLICATION

Date of Application: 9/9/2015

Name: Jeremy Wallace

Address: 28686 Walker Ave City Warren Zip Code: 48092

Years of Residence in City: 4 Telephone No.: (H) (C) (586) 533-6990

Ever Convicted of a Felony? Yes No X If Yes, Explain:

Business or Professional Background:

I have previous work history as a facility manager + was one of the main/key people in opening up 3 hospitals. Great communication skills + exp with building management, fire marshalls, Medicare, + Joint Commission standards

Education:

High School Diploma

Affiliations (clubs, fraternal, military, church, etc):

NONE

Political Offices Held, If Any, Dates:

NONE

Any Further Information:

I ran for City Council this year, + although I did not make it through the primary election I am very interested in being involved with the City of Warren.

Attach any additional information relating to the above sections to the back of this form.

OFFICE OF THE CITY COUNCIL

Cecil D. St. Pierre, Jr., President, Dist. 3

Kelli J. Sadowski, Asst. Sec'y, Dist. 2

Kelly Coleglo, At Large

Patrick Green, Vice President, Dist. 1

Robert Boccomino, Dist. 5

Steven G. Warner, Dist. 4

Scott C. Stevens, Secretary (Mayor Pro Tem), At Large



CITY COUNCIL

5460 ARDEN, COMMUNITY CENTER (586) 258-2060 WARREN, MICHIGAN 48092

ZONING BOARD OF APPEALS APPLICATION

Date of Application: 9/10/2015

Name: Jeremy F. Fisher

Address: 13428 Saratoga City Warren Zip Code: 48093

Years of Residence in City: 11 Telephone No.: (H) _____ (C) 586-214-3556

Ever Convicted of a Felony? Yes ___ No X If Yes, Explain: _____

Business or Professional Background:

I am a bankruptcy and estate planning attorney. My lawfirm, Second Chance Legal Services, helps clients get back on their feet after economic collapse.

Education:

University of Detroit Mercy, Bachelor of Arts, Pol. Science/History 2001
University of Detroit Mercy School of Law 2006

Affiliations (clubs, fraternal, military, church, etc):

President of Warren Area Democratic Club; Warren Symphony Society Board
Events Coordinator for Cromie PTC

Political Offices Held, If Any, Dates:

N/A

Any Further Information:

During the beginning of my legal career I worked at a firm that dealt directly with many local ZBA's.

Attach any additional information relating to the above sections to the back of this form.

OFFICE OF THE CITY COUNCIL

Cecil D. St. Pierre, Jr., President, Dist. 3
Patrick Green, Vice President, Dist. 1
Scott C. Stevens, Secretary (Mayor Pro Tem), At Large

Keith J. Sadowski, Asst. Sec'y, Dist. 2
Robert Boccomino, Dist. 5

Kelly Colegio, At Large
Steven G. Warner, Dist. 4



CITY COUNCIL



5460 ARDEN, COMMUNITY CENTER (586) 258-2060 WARREN, MICHIGAN 48092

ZONING BOARD OF APPEALS APPLICATION

Date of Application: October 7, 2015

Name: David Koury

Address: 13404 Yvonne Dr. City: Warren Zip Code: 48088

Years of Residence in City: 49 Telephone No.: (H)586-899-3551 (C) _____

Ever Convicted of a Felony? Yes ___ No X If Yes, Explain: _____

Business or Professional Background:

23 years carpenter/cabinet maker; 9 years software development

Education:

Warren Lincoln HS 1973; 2 years Robotic Study at MCCC; 2005 citizen planner classes for Zoning at MSU; 2008 citizen planner course for planning; 2006 attended MSU Zoning Act Class; 2008 attended MSU Planning Act Class.

Affiliations (clubs, fraternal, military, church, etc):

Political Offices Held, If Any, Dates:

Any Further Information:

ZBA Member 2004-2007; certified citizen planner 2008; planning commission member 2008-2009; proposed and drafted ordinance #4.26

Attach any additional information relating to the above sections to the back of this form.

David Koury 10-07-15

OFFICE OF THE CITY COUNCIL

Cecil D. St. Pierre, Jr., President, Dist. 3

Keith J. Sadowski, Asst. Sec'y, Dist. 2

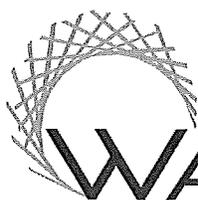
Kelly Colegio, At Large

Patrick Green, Vice President, Dist. 1

Robert Boccomino, Dist. 5

Steven G. Warner, Dist. 4

Scott C. Stevens, Secretary (Mayor Pro Tem), At Large



WARREN CITY COUNCIL

5460 ARDEN, COMMUNITY CENTER (586) 258-2060 WARREN, MI 48092

Cecil D. St. Pierre, Jr., President
Patrick Green, Vice President
Scott C. Stevens, Secretary (Mayor Pro Tem)

Keith J. Sadowski, Asst. Sec'y
Robert Boccomino

Kelly Colegio
Steven G. Warner

Agenda Item Request Form

To: City Council of the City of Warren

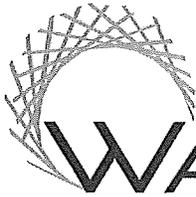
From: Council President Cecil St. Pierre, Jr.

Date: October 8, 2015

Request: **ZBA Conditional Variances:**

Variances have been granted whereby it is conditioned upon payment of taxes or other City obligation. According to information, the obligations are not paid and variance still granted. Council MUST make it maditory that all City obligations be paid BEFORE application is accepted for any variance and/or Planning Commission applications.

Request for resolution and/or ordinance whichever the Council deems appropriate to address this matter.



WARREN CITY COUNCIL

5460 ARDEN, COMMUNITY CENTER (586) 258-2060 WARREN, MI 48092

Cecil D. St. Pierre, Jr., President
Patrick Green, Vice President
Scott C. Stevens, Secretary (Mayor Pro Tem)

Keith J. Sadowski, Asst. Sec'y
Robert Boccomino

Kelly Colegio
Steven G. Warner

Agenda Item Request Form

To: City Council of the City of Warren

From: Council President Cecil St. Pierre, Jr.

Date: October 8, 2015

Request: Newport and Twelve Mile Traffic Light:

Residents have requested additional time on traffic light for pedestrian's to be able to cross Twelve Mile at the intersection of Newport. Current timing does not allow safe pedestrian passage.



CITY ATTORNEY'S OFFICE

ONE CITY SQUARE, SUITE 400

WARREN, MI 48093-5285

(586) 574-4671

FAX (586) 574-4530

www.cityofwarren.org

October 1, 2015

Mr. Scott C. Stevens
Council Secretary
Mayor Pro Tem
City of Warren

**In re: 28805 Walker Ave., Warren, Michigan/Islamic Organization
of North America
MCCC Case No. 15-1646-CZ**

Dear Council Secretary Stevens:

In accordance with Section 8(e) of the Open Meetings Act, the City Attorney's Office requests the Council schedule a closed session for the purpose of discussing the above-referenced lawsuit. We anticipate a brief meeting.

Thank you for your consideration. If you should have any questions or concerns, please contact me at Ext. 4585.

Respectfully,

A handwritten signature in black ink that reads "Mary Michaels".

Mary Michaels
Acting City Attorney

cc: Mayor Fouts



September 29, 2015

City Council
City of Warren

CITY ATTORNEY'S OFFICE
ONE CITY SQUARE, SUITE 400
WARREN, MI 48093-5285
(586) 574-4671
FAX (586) 574-4530
www.cityofwarren.org

Re: MOTOR CITY PAWN BROKERS, INC. v WARREN POLICE DEPARTMENT
39TH District Court Case No. 15-2527-GZ
Hon. Joseph Boedecker

Dear Honorable Council:

Please be advised that the above lawsuit was served on the Warren Police Department on August 27, 2015, and a copy of the same was forwarded to you by the City Clerk on September 17, 2015.

Plaintiff, Motor City Pawnbrokers, alleges that the City is in unlawful possession of the following property, with an estimated total of \$740.00: a Samsung Galaxy Phone, a Garmin GPS, a Van Mark Aluminum Brake and, a Remington Rifle 700.

Plaintiff claims it is the titled owner of the property pursuant to the Pawnbrokers Act, MCL 446.210 . This Complaint for Claim and Delivery was filed in the 39th District Court in Roseville, Michigan. Plaintiff also claims damages in the amount of \$240.00.

Please place this matter on the next regular agenda to schedule a closed session regarding this litigation pursuant to section 8(e) of Public Act 267 of 1976. At the time Council convenes the closed session, a two-thirds roll call vote is required.

Respectfully submitted,

Annette Gattari-Ross
Assistant City Attorney

cc: James R. Fouts, Mayor



CITY ATTORNEY'S OFFICE

ONE CITY SQUARE, SUITE 400

WARREN, MI 48093-5285

(586) 574-4671

FAX (586) 574-4530

www.cityofwarren.org

October 2, 2015

City Council
City of Warren

Re: MICHAEL SHANE STETTERINGTON et al v CITY OF WARREN, JAMES R. FOUTS, LYNN MARTIN, EVERETT MURPHY, JERE GREEN, KEVIN DAILEY
MCCC Case No. 2015-3444-CZ
Hon. James M. Maceroni

Dear Honorable Council:

Please be advised that the above lawsuit was served on the City of Warren on or about September 28, 2015 and a copy of the same was forwarded to you by the City Clerk on that date.

Plaintiffs allege that the City of Warren has unlawfully interfered with conduct that is in compliance with the Michigan Medical Marihuana Act (MMMA). Plaintiffs further allege that the City did not adopt an ordinance that directly regulates the cultivation and transfer of medical marihuana. Furthermore, Plaintiffs allege that they have been subjected to unlawful raids, searches, and harassment, which has inflicted financial harm on the companies involved and denied patients their access to medicine. Their claims include constitutional violations under 42 USC §1983, Americans with Disabilities Act violations, fraudulent misrepresentation, unlawful taking, and malicious prosecution.

Please place this matter on the next regular agenda to schedule a closed session regarding this litigation pursuant to Section 8(e) of Public Act 267 of 1976. At the time Council convenes the closed session, a two-thirds roll call vote is required.

Respectfully,

A handwritten signature in black ink that reads "Mary Michaels".

Mary Michaels
Acting City Attorney

MM/ms/sd/Stetterington_Mayor and Council letters ID57325

cc: James R. Fouts, Mayor



DEPARTMENT OF PUBLIC SERVICE

ONE CITY SQUARE, SUITE 320
WARREN, MI 48093-5284
(586) 574-4604
FAX (586) 574-4517
www.cityofwarren.org

September 9, 2015

Scott C. Stevens, Council Secretary
Mayor Pro Tem

RE: Resolution for 6898 Lozier Nuisance Abatement

Honorable Council Secretary:

The approval of a resolution is necessary for collection proceedings relating to the removal of a house at 6898 Lozier which is under the nuisance abatement program.

Attached, please find the appropriate resolutions 1 and 2 and place on the **October 13, 2015 consent agenda** for a City Council Meeting **November 10, 2015** to review and confirm Special Assessment Roll No. **470**.

Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Sabaugh".

Richard D. Sabaugh, Director
Department of Public Service

Read and Concur,

Approved:

A handwritten signature in blue ink, appearing to read "Roxanne R. Conestalli".
City Attorneys Office

Read and Concur,

Approved:

A handwritten signature in black ink, appearing to read "James R. Fouts".
James R. Fouts, Mayor

RDS/al
Cc: Mayor
Building
Treasurer
Controllars
City Clerk
Assessor

RECEIVED

SEP 10 2015

City Attorney's Office



DEPARTMENT OF PUBLIC SERVICE

ONE CITY SQUARE, SUITE 320

WARREN, MI 48093-5284

(586) 574-4604

FAX (586) 574-4517

www.cityofwarren.org

September 9, 2015

City Attorney:

RE: Fire damaged 1.25 story block and wood house (2376 square ft.) with crawl space and basement 576 square ft. Remove sign at north east front and parking blocks. Remove fence 54' of 4' chain link fence at east rear, 48' of 4' chain link fence at North side, 30' of 4' chain link fence at south side, 20' of 6' wood fence at west side at:

6898 Lozier
13-28-452-013

LOT 182 AND THE East 17.5 feet of Lot 183 – SHERWOOD PARK, as recorded in Liber 8, Page 95 of Plats, Macomb County Records.

Interested Parties

Gamil Hamood Algahim
First National Bank of America
First National Acceptance Co.
William J. Yochim Jr. Esq.

Please be advised that the nuisance at the above-noted location has been completed through efforts of the City as directed by the Nuisance Abatement Board of Appeals. Please institute collection proceedings including but not limited to any civil action which may be available.

Cost incurred by the City in effecting the abatement of this nuisance is as follows:

Demolition Bid # ITB-W-9098	\$13,450.00
Asbestos Survey	\$ 242.00
City Administrative Fees	\$ 1,092.50
Total	\$14,784.50

It is recommended these cost be charged to the property owner under proposed Special Assessment Roll No. 470. A Certificate of Abatement will be issued at a later date.

Sincerely,

A handwritten signature in blue ink that reads "R. Sabaugh".

Richard D. Sabaugh, Director
Department of Public Service

cc: Mayor
Division of Building
Property Maintenance
City Controller
City Clerk
City Assessor
Treasurer

**1st SAR Nuisance Resolution
6898 Lozier (13-28-452-013)**

RESOLUTION

A _____ Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, _____ at 7:00 p.m. Eastern Time in the Council Chamber of the Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilmember: _____

ABSENT: Councilmember: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____:

The Nuisance Abatement Board of Appeals held a public appeal hearing on the Hearing Officer's nuisance determination, and adopted a resolution upholding the Hearing Officer's determination that a nuisance existed upon the following described Property ("Property"):

LOT 182 AND THE EAST 17.5 FEET OF LOT 183 – SHERWOOD PARK, as recorded in Liber 8, Page 95 of Plats, Macomb County Records.

**Owner(s): Gamil Hamood Algahim
First National Bank of America
First National Acceptance Co.
William J. Yochim Jr. Esq.**

The Nuisance Abatement Board of Appeals ordered abatement of the nuisance within **60 days** of the public appeal hearing and if the nuisance was not abated within the time limit, the Nuisance Abatement Board of Appeals directed the Director of Public Service to direct the removal of the nuisance. The City Clerk has notified the Property owner(s) of the Nuisance Abatement Board of Appeals Resolution, and order of nuisance removal.

The Property owner(s) failed to remove the nuisance within the time period prescribed by the Nuisance Abatement Board of Appeals.

The Director of Public Service obtained removal of the nuisance by demolition pursuant to the Resolution of the Nuisance Abatement Board of Appeals.

The Director of Public Service has filed this report of the work done and the expenses incurred in the abatement of the nuisance.

NOW, THEREFORE, IT IS RESOLVED, that the City Council does hereby determine that the following charges shall be levied as a special assessment against the Property indicated:

<u>PROPERTY</u>	<u>CHARGES</u>
Parcel No. 13-28-452-013 also known as 6898 Lozier	\$14,784.50

IT IS FURTHER RESOLVED, that the City Assessor is hereby instructed to prepare a special assessment roll in accordance with the above determination and designate the name by which the roll shall be known.

IT IS FURTHER RESOLVED, that the special assessment roll shall be divided into ten (10) annual installments, and that the deferred installments of the special assessment roll shall bear interest at the rate of 8 (8%) per cent per annum.

IT IS FURTHER RESOLVED, that the special assessment roll shall be certified by the City Assessor and filed with the City Clerk. The City Clerk shall give notice by certified mail to the owner(s) of the Property upon which the aforesaid charges are levied, stating the basis for the assessment, the amount thereof, and the property affected, and giving the

**2nd SAR Nuisance Resolution
6898 Lozier (13-28-452-013)**

RESOLUTION

A _____ Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, _____, at 7:00 p.m. Eastern _____ Time, in the Council Chamber of the Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilmember: _____

ABSENT: Councilmember: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____:

By resolution adopted _____, the City Council determined to levy a special assessment against the following described Property;

Parcel No. (13-28-452-013) also known as 6898 Lozier

The City Assessor has prepared a special assessment roll to Levy a special assessment against the Property indicated:

PROPERTY

CHARGES

Parcel No. 13-28-452-013 also known as 6898 Lozier

\$14,784.50

LOT 182 AND THE EAST 17.5 FEET OF LOT 183 – SHERWOOD PARK, as recorded in Liber 8, Page 95 of Plats.

**Owner(s): Gamil Hamood Algahim
First National Bank of America
First National Acceptance Co.
William J. Yochim Jr. Esq.**

The special assessment roll has been certified by the City Assessor and filed with the City Clerk;

The City Clerk has given notice by certified mail on _____ to the owners of the Property upon which the aforesaid charges are levied, stating the basis for the assessment, the amount thereof, and the Property affected, and giving the property owners until the 10th day of November, 2015, for payment to be made;

Payment has not been made, and a public hearing having been held on November 10, 2015, after notice of the hearing having been given to the Property owners, in the notice described above;

NOW, THEREFORE, IT IS RESOLVED, that the special assessment roll in the following amount and bearing the following roll number is hereby confirmed as presented by the City Assessor:

SPECIAL ASSESSMENT NO. 470 - \$14,784.50

IT IS FURTHER RESOLVED, that the special assessment roll shall be divided into ten (10) annual installments, the first installment(s) shall be

due on July 1, 2016, and the subsequent installment(s) shall be due on July 1 of each and every year thereafter, bearing interest at the rate of eight (8%) per cent per annum, commencing on August 1, 2016.

IT IS FURTHER RESOLVED, that the installments of the special assessment roll shall be collected in the manner required by the appropriate provisions of Chapter 33, of the Code of Ordinances of the City of Warren.

AYES: Councilmember: _____

NAYS: Councilmember: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, _____.

Scott C. Stevens
Council Secretary
Mayor Pro Tem

CERTIFICATION

STATE OF MICHIGAN)
)SS.
COUNTY OF MACOMB)

I, PAUL WOJNO, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, _____.

PAUL WOJNO
City Clerk



DEPARTMENT OF PUBLIC SERVICE

ONE CITY SQUARE, SUITE 320
WARREN, MI 48093-5284
(586) 574-4604
FAX (586) 574-4517
www.cityofwarren.org

September 23, 2015

Scott C. Stevens, Council Secretary
Mayor Pro Tem

RE: Resolution for 3725 Alvina Nuisance Abatement

Honorable Council Secretary:

The approval of a resolution is necessary for collection proceedings relating to the removal of a house and garage at 3725 Alvina which is under the nuisance abatement program.

Attached, please find the appropriate resolutions 1 and 2 and place on the **October 13, 2015 consent agenda** for a City Council Meeting **November 10, 2015** to review and confirm Special Assessment Roll No. **472**.

Thank you for your cooperation in this matter.

Sincerely,


Richard D. Sabaugh, Director
Department of Public Service

Read and Concur,

Approved:


City Attorneys Office

Read and Concur,

Approved:


James R. Fouts, Mayor

RDS/al
Cc: Mayor
Building
Treasurer
Controllers
City Clerk
Assessor



DEPARTMENT OF PUBLIC SERVICE

ONE CITY SQUARE, SUITE 320

WARREN, MI 48093-5284

(586) 574-4604

FAX (586) 574-4517

www.cityofwarren.org

September 23, 2015

City Attorney:

RE: Dilapidated one story house (737 square feet) with crawl space, no foundation, piers. Garage 280 square feet, garage is leaning, roof sagging and walls are rotten. Remove cable dish at rear. Remove 90 ft of 6 ft. high wood fence at east side. Remove 90 ft of 6 ft high wood fence at west side. Remove 75 square feet concrete covered porch at:

**3725 Alvina
13-31-476-029**

THE WEST 44 FEET OF LOT 6 – SUPERVISOR'S PLAT OF SCMIDTS RYAN ROAD SMALL FARMS OF LOT 57 OF SUPERVISOR'S PLAT NO. 7, as recorded in Liber 20, Page 28 of Plats, Macomb County Records.

Interested Parties

Robinson REO LLC
Bat Holdings Two LLC

Please be advised that the nuisance at the above-noted location has been completed through efforts of the City as directed by the Nuisance Abatement Board of Appeals. Please institute collection proceedings including but not limited to any civil action which may be available.

Cost incurred by the City in effecting the abatement of this nuisance is as follows:

Demolition Bid # RFQ-W-PS169	\$5,475.00
Asbestos Survey	\$ 193.00
City Administrative Fees	<u>\$1,092.50</u>
Total	\$6,760.50

It is recommended these cost be charged to the property owner under proposed Special Assessment Roll No. 472. A Certificate of Abatement will be issued at a later date.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Sabaugh", written over a light blue horizontal line.

Richard D. Sabaugh, Director
Department of Public Service

cc: Mayor
Division of Building
Property Maintenance
City Controller
City Clerk
City Assessor
Treasurer

**1st SAR Nuisance Resolution
3725 Alvina (13-31-476-029)**

RESOLUTION

A _____ Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, _____ at 7:00 p.m. Eastern Time in the Council Chamber of the Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilmember: _____

ABSENT: Councilmember: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____:

The Nuisance Abatement Board of Appeals held a public appeal hearing on the Hearing Officer's nuisance determination, and adopted a resolution upholding the Hearing Officer's determination that a nuisance existed upon the following described Property ("Property"):

**THE WEST 44 FEET OF LOT 6 – SUPERVISOR'S PLAT OF SCHMIDTS RYAN ROAD
SMALL FARMS OF LOT 57 OF SUPERVISOR'S PLAT NO. 7, as recorded in Liber 20, Page 28 of Plats, Macomb County Records.**

**Owner(s): Robinson REO LLC
 Bat Holdings Two LLC**

The Nuisance Abatement Board of Appeals ordered abatement of the nuisance within **60 days** of the public appeal hearing and if the nuisance was not abated within the time limit, the Nuisance Abatement Board of Appeals directed the Director of Public Service to direct the removal of the nuisance. The City Clerk has notified the Property owner(s) of the Nuisance Abatement Board of Appeals Resolution, and order of nuisance removal.

The Property owner(s) failed to remove the nuisance within the time period prescribed by the Nuisance Abatement Board of Appeals.

The Director of Public Service obtained removal of the nuisance by demolition pursuant to the Resolution of the Nuisance Abatement Board of Appeals.

The Director of Public Service has filed this report of the work done and the expenses incurred in the abatement of the nuisance.

NOW, THEREFORE, IT IS RESOLVED, that the City Council does hereby determine that the following charges shall be levied as a special assessment against the Property indicated:

<u>PROPERTY</u>	<u>CHARGES</u>
Parcel No. 13-31-476-029 also known as 3725 Alvina	\$6,760.50

IT IS FURTHER RESOLVED, that the City Assessor is hereby instructed to prepare a special assessment roll in accordance with the above determination and designate the name by which the roll shall be known.

IT IS FURTHER RESOLVED, that the special assessment roll shall be divided into ten (10) annual installments, and that the deferred installments of the special assessment roll shall bear interest at the rate of 8 (8%) per cent per annum.

IT IS FURTHER RESOLVED, that the special assessment roll shall be certified by the City Assessor and filed with the City Clerk. The City Clerk shall give notice by certified mail to the owner(s) of the Property upon which the aforesaid charges are levied, stating the basis for the assessment, the amount thereof, and the property affected, and giving the

Property owner(s) until the 10th day of November , 2015 , for payment to be made. The notice shall further state that if payment is not made before the said 10th day of November , 2015 , a public hearing shall be held on the aforesaid date before the City Council in the Council Chamber of the Community Center, 5460 Arden, Warren, Michigan 48092 at 7:00 p.m. Eastern _____ Time, for the purpose of hearing any objections to said special assessment roll as prepared.

AYES: Councilmember: _____

NAYS: Councilmember: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, _____.

Scott C. Stevens
Council Secretary
Mayor Pro Tem

CERTIFICATION

STATE OF MICHIGAN)
)SS.
COUNTY OF MACOMB)

I, PAUL WOJNO, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, _____.

PAUL WOJNO
City Clerk

**2nd SAR Nuisance Resolution
3725 Alvina (13-31-476-029)**

RESOLUTION

A _____ Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, _____, at 7:00 p.m. Eastern _____ Time, in the Council Chamber of the Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilmember: _____

ABSENT: Councilmember: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____:

By resolution adopted _____, the City Council determined to levy a special assessment against the following described Property;

Parcel No. (13-31-476-029) also known as 3725 Alvina

The City Assessor has prepared a special assessment roll to Levy a special assessment against the Property indicated:

PROPERTY

CHARGES

Parcel No. 13-31-476-029 also known as 3725 Alvina

\$6,760.50

THE WEST 44 FEET OF LOT 6 – SUPERVISOR’S PLAT OF SCMIDTS RYAN ROAD SMALL FARMS OF LOT 57 OF SUPERVISOR’S PLAT NO. 7, as recorded in Liber 20, Page 28 of Plats, Macomb County Records.

**Owner(s): Robinson REO LLC
Bat Holdings Two LLC**

The special assessment roll has been certified by the City Assessor and filed with the City Clerk;

The City Clerk has given notice by certified mail on _____ to the owners of the Property upon which the aforesaid charges are levied, stating the basis for the assessment, the amount thereof, and the Property affected, and giving the property owners until the 10th day of November, 2015, for payment to be made;

Payment has not been made, and a public hearing having been held on November 10, 2015, after notice of the hearing having been given to the Property owners, in the notice described above;

NOW, THEREFORE, IT IS RESOLVED, that the special assessment roll in the following amount and bearing the following roll number is hereby confirmed as presented by the City Assessor:

SPECIAL ASSESSMENT NO. 472 - \$6,760.50

IT IS FURTHER RESOLVED, that the special assessment roll shall be divided into ten (10) annual installments, the first installment(s) shall be due on July 1, 2016, and the subsequent installment(s) shall be due on July 1 of each and every year thereafter, bearing interest at the rate of eight (8%) per cent per annum, commencing on August 1, 2016.

IT IS FURTHER RESOLVED, that the installments of the special assessment roll shall be collected in the manner required by the appropriate provisions of Chapter 33, of the Code of Ordinances of the City of Warren.

AYES: Councilmember: _____

NAYS: Councilmember: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, _____.

Scott C. Stevens
Council Secretary
Mayor Pro Tem

CERTIFICATION

STATE OF MICHIGAN)
)SS.
COUNTY OF MACOMB)

I, PAUL WOJNO, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, _____.

PAUL WOJNO
City Clerk



PLANNING DEPARTMENT

ONE CITY SQUARE, SUITE 315
WARREN, MI 48093-5283
(586) 574-4687
FAX (586) 574-4645
www.cityofwarren.org

October 6, 2015

TO: Scott C. Stevens, Secretary
Warren City Council

FROM: Planning Commission

RE: REQUEST TO REZONE PROPERTY; located on the southeast corner of Twelve Mile Road and Grobbel Avenue; 5454 Twelve Mile; from the present zoning "O", Office District, to C-2, General Business District; Section 17; Brushwood Corp. (Peter Dow)

At a public hearing on September 14, 2015, the Planning Commission adopted a resolution pertaining to the above-captioned matter. The resolution, as adopted, is a recommendation to the City Council to APPROVE the rezoning from its present zoning classification "O", Office District to C-2, General Business District.

You will find attached herewith a copy of the petitioner's letter, location map, staff findings and recommendation, resolution, minutes and concept plans in connection with this matter.

Please schedule this matter for formal action by the City Council. If you have any questions or need additional information, please contact the Planning Director, Ronald Wuerth.

Thank you for your cooperation in this matter.

Respectfully submitted,

Jason McClanahan
Commission Secretary

Read and Concur:

James R. Fouts
Mayor

/jah

Attachments



September 19, 2015

Peter Dow
17016 Mack Ave
Grosse Pointe Park, MI 48230

FILE COPY

PLANNING DEPARTMENT

ONE CITY SQUARE, SUITE 315
WARREN, MI 48093-5283
(586) 574-4687
FAX (586) 574-4645
www.cityofwarren.org

RE: REQUEST TO REZONE PROPERTY; located on the southeast corner of Twelve Mile Road and Grobbel Avenue; 5454 Twelve Mile; from the present zoning "O", Office District, to C-2, General Business District; Section 17; Brushwood Corp. (Peter Dow).

Dear Mr. Dow:

At its public hearing of September 14, 2015, the Planning Commission adopted a resolution pertaining to the above captioned matter. The resolution, as adopted, is a recommendation to the City Council that the formal request to rezone property, specifically identified pursuant to a legal description in said resolution, from "O" to C-2, be APPROVED by City Council, and more specifically:

It is recommended that the rezoning request "O," Office District to "C-2," General Business District be APPROVED. The "P" Parking District portion of the parcel, characterized as the north 15 ft. and the west 50 ft. would remain unchanged.

The property in question is adjacent to C-2 zoned property to the east and north. The proposed rezoning meets the standards set forth in both the policy plan and the comprehensive master plan of the City of Warren.

The formal resolution will be forwarded to the City Council, together with the plan, minutes and Finding & Recommendation in connection with said matter, when the Planning Commission approves the minutes from the September 14, 2015 hearing.

Please do not hesitate to contact our office, should you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Jason McClanahan".

Jason McClanahan
Commission Secretary

/jah

cc: Ronald F. Wuerth
City Attorney
Albert M. Mackey Jr., Estate

RESOLUTION

The Planning Commission of the City of Warren having published Notice of Public Hearing in accordance with the statutes and ordinances governing the same and having held a public hearing thereon on Monday, the 14th day of September, 2015, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan, and having considered the objections raised thereto, Resolves to recommend and does so recommend to the Council of the City of Warren that the following described property, to-wit:

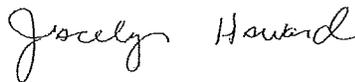
A parcel of land in part of the Northeast ¼ of Section 17, T1N, R.12E, City of Warren Macomb County, Michigan, Parcel Identification number 13-17-226-035 (5454 Twelve Mile Road) more particularly described as:

The east 54 ft. of the south 54 ft. of Lot 1 and the east 54 ft. of Lot 2 of Eden Gardens Subdivision, part of the northeast ¼ Section 17, T1N, R.12E, City of Warren, Macomb County, Michigan, according to the Plat Thereof as recorded in Liber 47, Page 45 of Plats, Macomb County Records.

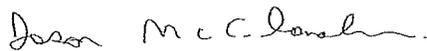
be rezoned from its present zoning classification "O", Office District to zoning classification C-2, General Business District in accordance with the rezoning agreement and map attached hereto and made a part hereof, and in accordance with Ordinance No. 30 of the ordinances of the City of Warren, and further, that said Ordinance No. 30 be amended in accordance herewith.

RESOLUTION adopted at the meeting of September 14, 2015.

CITY OF WARREN PLANNING COMMISSION



Jocelyn Howard, Chairperson



Jason McClanahan, Secretary

FINDINGS

1. The petitioner is requesting that property located on the southeast corner of Twelve Mile Road and Grobbel Avenue be rezoned; from the present zoning "O", Office District, to "C-2", General Business District.
2. **CHARACTERISTICS OF THE PROPERTY IN QUESTION CAN BE SUMMARIZED AS FOLLOWS:**
 - a) **SIZE AND DIMENSIONS OF PROPERTY:** A square shaped parent parcel measuring 136 ft. x 104 ft. and containing 14,144 sq. ft. with 104 ft. of frontage along Twelve Mile Rd.; lots 1 and 2 of Eden Gardens Subdivision.
 - b) **PRESENT USE:** A vacant building, formerly a physical therapy office
 - c) **PRESENT ZONING:** "O," Office District (the east 54 ft. of the south 121 ft. of the property) and "P," Parking District (the north 15 ft. and the west 50 ft. of the property).
3. **CURRENT STATUS OF APPLICATION**
 - a) The Planning Commission, pursuant Article XXIV, Changes and Amendments, Section 24.01, Division 1. Procedure for standard rezoning or Section 24.10, Division 2. Procedure for Rezoning with conditions of the Zoning Ordinance, must provide a report and recommendation to City Council for any rezoning requests that alter or change zoning district boundaries.
 - b) The present hearing will be the initial formal review of this application by the Planning Commission.
 - c) On August 19, 2015 notice was given in the Warren Weekly for the public hearing before the Planning Commission.
 - d) On November 13, 1996 the Board of Appeals GRANTED permission to construct a 17 ft. 4 in. x 18 ft. 8 in. addition to no less than 2 ft. of the east property line.
 - e) On September 27, 1972 the Board of Appeals GRANTED permission to construct a 36 ft. x 82 ft. office building.
 - f) On May 23, 1972 the City Council by formal motion REZONED lots 1 and 2 of Eden Garden Subdivision from R-1-C to "O" Office District and "P" Parking District as amended by Zoning Map No. 30-406.

6.b REZONING REQUEST "O" to "C-2"
Section 17
Brushwood Corp. (Peter Dow)
September 14, 2015
Page 2

4. GENERAL DESCRIPTION OF SURROUNDING PROPERTIES IS AS FOLLOWS:

- a) The property to the north across Twelve Mile is zoned "C-2" and contains a vacant restaurant and collision shop (Ron's Auto Repair).
- b) The property to the east is zoned "C-2" and "P" is developed with a medical office.
- c) The property to the south is zoned R-1-C and contains a residential dwelling.
- d) The property west across Grobbel Avenue is zoned R-1-C and contains a residential dwelling.

5. THE CONCEPT PLAN SUBMITTED BY THE PETITIONER INDICATES THAT:

- a) The concept plan indicates that the existing 36 ft. x 82 ft. vacant office building will remain "as is" on the site.
- b) Parking exists for twenty (20) spaces to the rear of the building and abutting Grobbel Avenue.
- c) A four (4) ft. high brick wall exists along the south rear property line.
- d) Access would be provided via one driveway to Twelve Mile Road.
- e) Sidewalks exist along Twelve Mile Road and Grobbel Avenue.
- f) A trash enclosure location is not indicated on the plan.
- g) All other improvements on the site would remain as exists.

6. The petitioner should be apprised of the fact that formal site plan approval before the Planning Commission is required prior to obtaining a building permit, should the City Council grant the rezoning request.

6.b REZONING REQUEST "O" to "C-2"
Section 17
Brushwood Corp. (Peter Dow)
September 14, 2015
Page 3

RECOMMENDATION

The following recommendation is made regarding the rezoning request for the property in question as described above.

It is recommended that the rezoning request "O," Office District to "C-2," General Business District be APPROVED. The "P" Parking District portion of the parcel, characterized as the north 15 ft. and the west 50 ft. would remain unchanged.

The property in question is adjacent to C-2 zoned property to the east and north. The proposed rezoning meets the standards set forth in both the policy plan and the comprehensive master plan of the City of Warren.

And furthermore recommendations were received from the following divisions and departments:

TAXES: No Delinquent Taxes

DTE: Approved

5. APPROVAL OF THE MINUTES – August 24th, 2015

MOTION:

A motion was made by Commissioner Vinson to approve, supported by Assistant Secretary Smith. A voice vote was taken and the motion carried unanimously.

6. PUBLIC HEARING ITEMS:

- A. SITE PLAN FOR OUTDOOR STORAGE OF SALVAGED VEHICLES: Located on the east side of Schoenherr Road; approximately 462 ft. south of Ten Mile Road; 24660 Schoenherr; Section 25; Designers Group, Inc.; Ali Jizzini (Ali Raichouni). **TABLED.** Letter to table with no future date.

Chair Howard – We did receive a correspondence regarding this that the petitioner would like to have this item tabled. Mr. Wuerth since we have a letter to table are we going to let the site plan expire or are we just going to hold this for the length of the time that he can have the site plan?

Mr. Ron Wuerth – What you see on the front agenda page is incorrect he wanted it tabled until October 5th.

MOTION:

A motion was made by Commissioner Rob to table until October 5th, 2015, supported by Assistant Secretary Smith.

ROLL CALL:

The motion carried as follows:

Commissioner Rob.....	Yes
Commissioner Robinson.....	Yes
Assistant Secretary Smith.....	Yes
Commissioner Vinson.....	Yes
Chair Howard.....	Yes
Commissioner Karpinski.....	Yes
Vice Chair Kupiec.....	Yes
Secretary McClanahan.....	Yes
Commissioner Pryor.....	Yes

- B. REQUEST TO REZONE PROPERTY: Located on the southeast corner of Twelve Mile Road and Grobbel Avenue; 5454 Twelve Mile; from the present zoning "O" Office District, to C-2, General Business District; Section 17; Brushwood Corp. (Peter Dow)
PETITIONERS PORTION:

Mary Clark CER-6819
September 14th, 2015

Mr. Peter Dow – We've been trying to market that property for sale or for lease since February and every inquiry has been something other than office zoning. I did have a physical therapy operation that was looking to possibly lease that and then they found something else. So we are sitting here with a vacant building and no one that's interested in purchasing the building do to the zoning. The zoning across the street is a bump shop and that is zoned C2. Right next door to the property is a surgical center and that is zoned C2 and the surgical center does back up to the residential and they have a parking buffer as this property does. So what we were asking for was just to be able to change the zoning on the structure so that we could sell or place a tenant in the building that would more fit in line with who's inquiring about the building.

Secretary McClanahan reads the following correspondence:

TAXES: No Delinquent Taxes.
DTE: Approved.

Mr. Ron Wuerth reads the recommendations of the Staff:

MOTION:

A motion was made by Secretary McClanahan to approve, supported by Vice Chair Kupiec.

COMMISSIONERS PORTION:

Commissioner Pryor – I was over there looking at the parking area and the back bothered my because it looks like it's a sink hole back there. The elevation is really low and it was wondering if there was a problem with that and with parking in that area?

Mr. Peter Dow – Not that I know of, but I can certainly address that and take a look at that.

Commissioner Pryor – I wish you would because the culvert is even but it's cracked all around it like the whole area was sinking. It might be dangerous. I drove back there and I said I don't want to drive in there so I backed out of it, so I wish you would take a look at that please.

Mr. Peter Dow – I sure will.

Commissioner Pryor – Thank you.

Commissioner Rob – Mr. Wuerth, just to have clarification we are not having any site plan changes, that’s why it’s not going to Board of Appeals am I right?

Mr. Ron Wuerth – There are no site plan changes this is a rezoning, it’s an existing site. Parking and building to our knowledge will remain the same.

Commissioner Rob – So it will not go to the Board of Appeals anyway because we are not changing anything?

Mr. Ron Wuerth – It’s just as is.

Commissioner Rob – Thank you.

Chair Howard – Just to remind everyone this is a rezoning request not a site plan request and we are looking for that to go to C2. Mr. Secretary roll call please.

ROLL CALL:

The motion carried as follows:

Secretary McClanahan.....	Yes
Commissioner Pryor.....	Yes
Commissioner Rob.....	Yes
Commissioner Robinson.....	Yes
Assistant Secretary Smith.....	Yes
Commissioner Vinson.....	Yes
Chair Howard.....	Yes
Commissioner Karpinski.....	Yes
Vice Chair Kupiec.....	Yes

- C. REQUEST TO REZONE PROPERTY: Located on the northwest corner of Ten Mile and Schoenherr Roads; 13355 Ten Mile; from present zoning classification R-2, Two Family Residential District, to C-2, General Business District, Section 23; REDICO (Paul Stodulski).

PETITIONERS PORTION:

Mr. Tim McCafferty – I’m with REDICO and I’ve got some of my project team here with me. Nicole Jackson from the Henry Ford Health Systems, John Drain from REDICO, Chris Jones from Meijer, and Lyle Wynn with AEW.

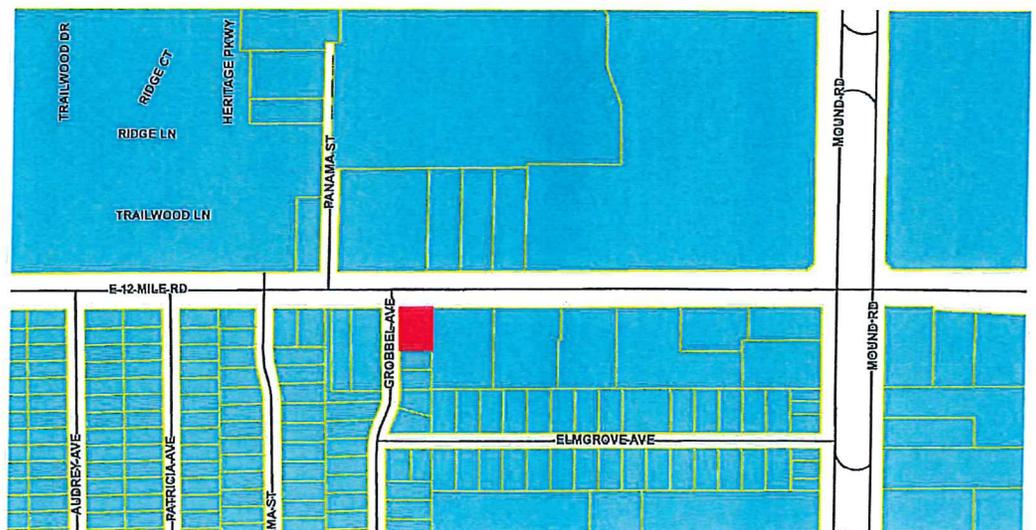
We are here tonight to look for rezoning of the old Henry Ford Hospital site from R2 to C2 business general. We have been

Mary Clark CER-6819
September 14th, 2015

REQUEST TO REZONE PROPERTY; located on the southeast corner of Twelve Mile Road and Grobbel Avenue; 5454 Twelve Mile; from the present zoning O, Office District, to C-2, General Business District; Section 17; Brushwood Corp. (Peter Dow)



WARREN
Warren Planning Department
One City Square, Suite 315
Warren, MI 48093
Office: 586-574-4687
CityofWarren.org





DEPARTMENT OF COMMUNITY, ECONOMIC
& DOWNTOWN DEVELOPMENT

ONE CITY SQUARE, SUITE 215
WARREN, MI 48093-6726
(586) 574-4529
www.cityofwarren.org
www.filmwarren.org

October 5, 2015

Mr. Scott Stevens
City Council Secretary
City of Warren

Re: Request to Schedule a Public Hearing for the Establishment of an Industrial Development District for Dart Machinery, Ltd., 2097 Bart Avenue, Warren Michigan, in Section 30

Dear Councilman Stevens,

Dart Machinery, Ltd., located at 2097 Bart Avenue, Warren, Michigan has filed an application for the establishment of an Industrial Development District (IDD) on September 22, 2015 with the City Clerk's Office and paid the appropriate fee. The applicant has requested that City Council schedules the public hearing for the October 27, 2015 Council meeting.

Attached is a copy of the IDD application for the City Council's review.

Sincerely,

Read and Concur:

A handwritten signature in blue ink, appearing to read "Lark L. Samouelian".

Lark L. Samouelian, Director
Economic & Community Development
ED, DDA, TIFA, CDBG, BRA

A handwritten signature in black ink, appearing to read "James R. Fouts".

James R. Fouts
Mayor

CITY OF WARREN
ONE CITY SQUARE
WARREN, MICHIGAN 48093

RECEIVED
SEP 22 2015
Warren City Clerk

P.A. 198 of 1974 as amended

APPLICATION FOR ESTABLISHMENT OF A PLANT REHABILITATION OR
INDUSTRIAL DEVELOPMENT DISTRICT

(PLEASE FILE ORIGINAL AND 9 COPIES WITH CITY CLERK)

1. Applicant (Company Name): Dart Machinery, Ltd
Address of Proposed Project: 2097 Bart Avenue
Warren, MI 48091

Present Location Address: 353 Oliver St. Troy, MI 48084
18240 Rialto, Melvindale, MI 48122

2. Legal Description of proposed District:

PARCEL 1:

Lots 18, 19 and West 75 feet of Lot 17, including ½ of vacated Stolzenfeld Avenue lying to rear of Lots of DEQUINDRE INDUSTRIAL SUBDIVISION, according to the plat thereof recorded in Liber 35 of Plats, Page 13 of Macomb County Records.

PARCEL 2:

Lots 20, 21, 22 and East 24 feet of Lot 23 and ½ vacated Stolenfeld Avenue lying to rear of Lots of DEQUINDRE INDUSTRIAL SUBDIVISION, according to the plat thereof recorded in Liber 35 of Plats, Page 13 of Macomb County Records.

Property Identification Number: 13-30-308-008

3. Total square footage of all buildings on site: 81,000 S.F.

4. Do you own the property? () Yes (x) No

If No: Option _____ Purchase _____
Other X Attach Copy
Lease from 2097 Bart, LLC - copy attached

5. Type of District requested: (x) Industrial Development
() Plant Rehabilitation

6. Description of Proposed Project including product(s) proposed to be manufactured, size and general description of project:

Dart Machinery, Ltd. began its rise to the top out of a 2-1/2 car garage in 1981.

Over its 34 years, Dart has grown to be the largest manufacturer of both high performance and original equipment after market engine blocks, cylinder heads and intake manifolds.

Doing all of its own research and development and using all American made raw materials, Dart employs over 100 people.

The new building, located at 2097 Bart, will combine both Dart's existing two facilities in Troy and Melvindale and allow for further growth while providing continuous production for products being manufactured now and those on the horizon.

7. Give an estimated cost of the following components for the Proposed Project:

Land improvements (excluding land): _____
 Building improvements: \$1,375,000.00
 Machinery and Equipment: \$1,810,000.00
 Furniture and Fixtures: _____

If request for District establishment is granted, itemized cost figures will be required when application for Industrial Facilities Exemption certificate is filed.

8. Time schedule for start and completion of construction and equipment installation:

<u>Building:</u>		<u>Equipment Installation:</u>	
Start date:	2/1/16	Start date:	5/1/16
Completion date:	5/1/17	Completion date:	9/30/17

9. Will project items be owned or leased by applicant?

	<u>OWNED</u>	<u>LEASED</u>
Building	()	(x)
Equipment	(x)	()

10. How many employees do you currently have? 100
 How many employees will you have when the project is complete? 110

11. When project is completed, how many employees will be:

Management/Professional	15
Skilled	35
Semi-skilled	45
Unskilled	15
 Total Estimated Payroll	 \$6,000,000.00 per year

Page 3, continued
Industrial Development District (IDD) Application

12. If this is for a Plant rehabilitation District, please complete the following:

Current year S.E.V. of Personal Property _____

Current year S.E.V. of Real Property (excluding land) _____

NAME OF COMPANY OFFICER: Richard A. Maskin

SIGNATURE:



TITLE:

President

DATE:

9-22-15

PHONE NUMBER:

248-891-0254

(Attach filing fee of \$500.00. Filing fee is non-refundable.)

(Rev. 12/06)

CITY OF WARREN TREASURER #
ONE CITY SQUARE
SUITE 200
WARREN, MI 48093-2395

Received From:
Date: 09/22/2015 Time: 2:55:26 PM
Receipt: 2009156
Cashier: tmannino
Workstation: CR2 Drawer: 1

ITEM REFERENCE	AMOUNT
619 IND FACILITIES 00402180	\$500.00
TOTAL	\$500.00
CHECK 99159	\$500.00
Total Tendered:	\$500.00
Change:	\$0.00

CUSTOMER COPY

PAUL WOJNO WARREN CITY CLERK

ONE CITY SQUARE, SUITE 205 402180
WARREN, MICHIGAN 48093-2393

DATE 9/22/15
CUSTOMER Gard Machinery
ISSUED BY L \$ 500.00

	LICENSE #	CHARGE
DOG <input type="checkbox"/> 1 YEAR 610 <input type="checkbox"/> 3 YEAR		
BUSINESS LICENSE 611		
BIRTH CERTIFICATE 612		
DEATH CERTIFICATE 613		
CANDIDATE FILING 618		
INDUSTRIAL FACILITY CERTIFICATE(S) 619		500.00
MISCELLANEOUS 615		

CITY OF WARREN TREASURER
Date 09/22/2015 2:35:24 PM
Ref 00402180
Receipt 2009156
Amount \$500.00

REMARKS



PLANNING DEPARTMENT
ONE CITY SQUARE, SUITE 315
WARREN, MI 48093-5283
(586) 574-4687
Fax (586) 574-4645
www.cityofwarren.org

September 15, 2015

TO: Scott C. Stevens, Secretary
Warren City Council

FROM: Planning Commission

RE: SUBDIVISION PROPERTY SPLIT AND COMBINATION REQUEST; property located on the west side of Winchester Avenue, approximately 352 ft. north of Beebe Avenue; split the westerly 23.5 ft. of 31710 Winchester Avenue (Parcel No. 13-05-429-005) and combine said 23.5 ft. with 31719 Winchester (Parcel No. 13 05-428-017); Section 5; Christine Kowalczyk.

At a public hearing on August 10, 2015, the Planning Commission adopted a resolution pertaining to the above-captioned matter. The resolution, as adopted, is a recommendation to the City Council to APPROVE the Lot Split & Combination, subject to the conditions in the attached letter to the petitioner

You will find attached herewith a copy of the petitioner's letter, location map, staff findings and recommendation, resolution, minutes and concept plans in connection with this matter.

Please schedule this matter for formal action by the City Council. If you have any questions or need additional information, please contact the Planning Director, Ronald Wuerth.

Thank you for your cooperation in this matter.

Respectfully submitted,

Read and Concur:

A handwritten signature in black ink, appearing to read "Jason McClanahan".

Jason McClanahan
Commission Secretary

A handwritten signature in black ink, appearing to read "James R. Fouts".

James R. Fouts
Mayor

/jah

Attachments



August 14, 2015

CHRISTINE O. KOWALCZYK
LORRAIN J. KRZANIEWSKYJ
31719 WINCHESTER AVE
WARREN MI 48092

PLANNING DEPARTMENT
ONE CITY SQUARE, SUITE 315
WARREN, MI 48093-5283
(586) 574-4687
FAX (586) 574-4645
WWW.CITYOFWARREN.ORG

RE: SUBDIVISION PROPERTY SPLIT AND COMBINATION REQUEST; property located on the west side of Westchester Avenue, approximately 352 ft. north of Beebe Avenue; split combine said 23.5 ft. with 31719 Winchester (Parcel No. 13-05-428-017); Section 5; Christine Kowalczyk.

Dear Christine Kowalczyk:

At its public hearing of August 10, 2015, the City of Warren Planning Commission voted to APPROVE the above-described site plan use, subject to the standard conditions of the Planning Commission and more specifically:

It is recommended that the lot split be approved conditionally subject to the standard conditions of the Planning Commission and more specifically:

1. The petitioner and owner of parcel 13-05-428-017 and the owner of property of parcel 13-05-429-005 must provide a recorded document for ingress/egress easement to the owner of the Property abutting to the north 13-05-429-004. This document must be approved in draft format for form by the City Attorney prior to it being recorded at the Macomb County Register of Deeds. The document shall then be provided to the Planning Department.
2. The west 23.45 ft. of parcel 13-05-429-005 shall not ever be considered a stand-alone building site and that said parcel measuring 23.45 ft. x 75 ft. shall, as a part of this action, be hereafter considered combined with parcel 13-05-428-017 as an ownership interest only.
3. The lots and abutting streets shall be graded and drained. The petitioner must send a letter to the Public Service Director requesting an inspection of the site. The Director, in turn, forwards the request to the Engineering Division to perform the inspection. A copy of the positive results of the inspection shall be provided to the Planning Department.
4. The utility companies be given the opportunity to obtain any easements they may require. A copy of the responses from the utility companies shall be provided to the Planning Department.

5. Approval of City Council shall be obtained. City Council approval shall become effective upon compliance with all conditions listed. The petitioner shall complete the conditions within one (1) year.
6. The petitioner must provide the planning Department with documentation indicating that all conditions as assigned are completed. The department then notifies the City Clerk that a certified copy of the resolution shall be recorded with the Macomb County Register of Deeds.

Pursuant to Section 22.16 B.6 of the Zoning Ordinance the approved site plan shall be valid for a period of two (2) years from the date of approval, after which time it will be automatically revoked if building permits have not been issued. It should be noted, however, that an extension for a period of up to one (1) year may be granted by the Planning Commission if the petitioner notifies the Planning Commission, in writing, at least sixty (60) days prior to the expiration date.

Should you have any questions, please do not hesitate to contact our office at 586-574-4687.

Sincerely,

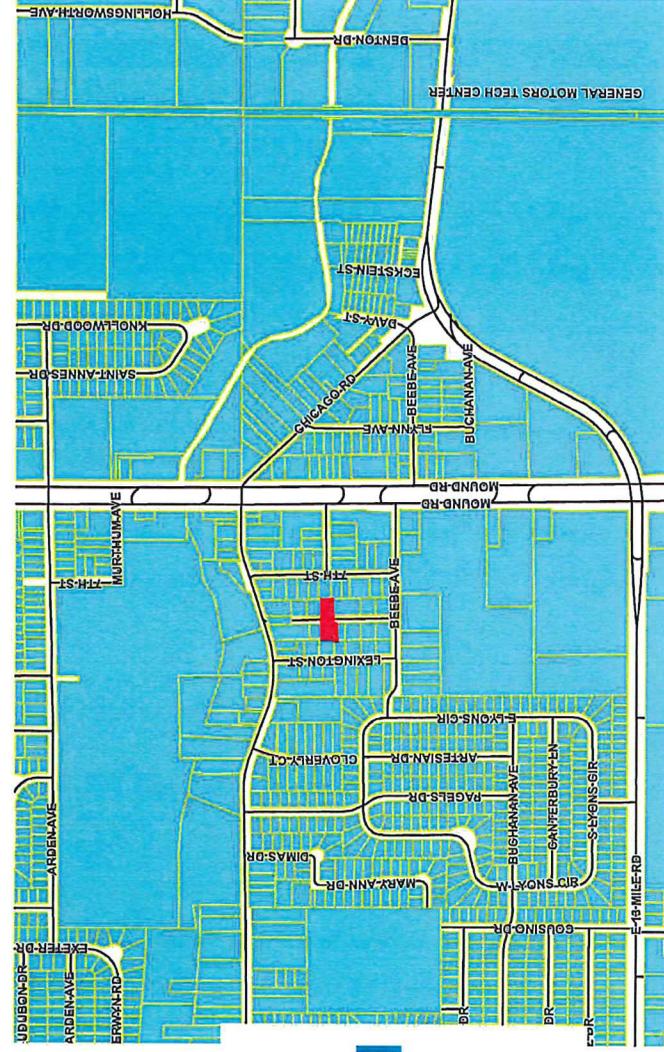


Jason McClanahan
Commission Secretary

/eps

cc: Mayor James R. Fouts
Assistant City Attorney
Richard Sabaugh, Public Service Director
Lynne Martin, Zoning Department
Daniel Simpson, Fire Department
Ronald F. Wuerth, Planning Director

SUBDIVISION PROPERTY SPLIT AND COMBINATION REQUEST; Property located on the west side of Westchester Avenue, approximately 352 feet north of Beebe Avenue; Split the westerly 23.5 feet of 31710 Winchester Avenue (Parcel No. 13-05-429-005) and combine said 23.5 feet with 31719 Winchester (Parcel No. 13-05-428-017); Section 5; Christine Kowalczyk



WARREN
Warren Planning Department
One City Square, Suite 315
Warren, MI 48093
Office: 586-574-4687
CityofWarren.org

RESOLUTION

WHEREAS, Christine O. Kowalczyk and Lorrain J. Kryzaniwskyj., owners of property located on the west side of Winchester Avenue, approximately 352 ft. north of Beebe Avenue, has petitioned the Planning Commission of the City of Warren to split and combinethe following subdivision lot to-wit:

Parcel of land located on the west side of Winchester Avenue approximately 352 ft. north of Beebe Avenue; Section 5; City of Warren, Macomb County Michigan. Parcel identification number 13-05-428-017 (31719 Winchester) and 13-05-429-005 (31710 Winchester) and more particularly described as:

Lot 4, Block 2 of Plat 1 of Assessor's Addition to the Village of Warren.

be split as follows:

(Parcel A)

The east 135.7 ft. of the parent parcel) 13-05-429-005, 31710 Winchester Avenue) being rectangular in shape measuring 75 ft. x 137.5 ft. and containing 10,312.5 sq. ft. This parcel contains a single family dwelling with attached garage. This parcel would have part of the existing private driveway, Winchester Avenue along its west property line.

NOTE: In 1983, this parcel was split and sold without the City of Warren's Council approval. The owner sold the west 23.45 ft. of the property to the property owner to the west (Iwan Car) for the purpose of providing access to the public part of Winchester Avenue via Tech City Subdivision to the south. However, when the owner sold the property, an access easement should have been permitted over the west 23.45 ft. and the west part of the original property to the owner of property to the north. This action would then have provided the owner of 31720 Winchester Avenue access to the public roadway. The owner of 31720 Winchester already had provided an easement for access to the owner of 31730 Winchester Avenue when they purchased their property;

and also:

(Parcel B)

The west approximately 23.45 ft. of the parent parcel 13-05-429-005 and parcel 13-05-428-017, being rectangular in shape measuring 80 ft. x 128.65 ft. and containing 10,292 sq. ft. This parcel containing a single family dwelling with attached garage. This parcel would have part of the existing private driveway, Winchester Avenue.

AND WHEREAS, the City of Warren, a municipal corporation pursuant to Granted under Act No. 288 of the Public Acts of 1967 (the Subdivision Control Act of 1967) as amended by the Land Division Act P. A. 591 of 1996, provides that no lot, outlot, or other parcel of land in a recorded plat shall be further partitioned or divided unless in conformity with the ordinances of the municipality;

AND WHEREAS, the Planning Commission of the City of Warren has held a hearing thereon Monday the 10th day of August 2015, at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan, and has considered the request of Christine O. Kowalczyk and Lorrain J. Kryzaniwskyj, that the above described property be split and combination, and has considered the objections raised thereto:

NOW THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Warren does hereby recommend to the Council of the City of Warren that the petition to split and combine the above-described lot, as aforesaid, be approved provided:

It is recommended that the lot split be APPROVED subject to the standard conditions of the Planning Commission and more specifically:

1. The petitioner and owner of parcel 13-05-428-017 and the owner of property of parcel 13-05-429-005 must provide a recorded document for ingress/egress easement to the owner of the property abutting to the north 13-05-429-004. This document must be approved in draft format for form by the City Attorney prior to it being recorded at the Macomb County Register of Deeds. The document shall then be provided to the Planning Department.
2. The west 23.45 ft. of parcel 13-05-429-005 shall not ever be considered a stand alone building site and that said parcel measuring 23.45 ft. x 75 ft. shall, as a part of this action, be hereafter considered combined with parcel 13-05-428-017 as an ownership interest only.
3. The lots and abutting streets shall be graded and drained. The petitioner must send a letter to the Public Service Director requesting an inspection of the site. The Director, in turn, forwards the request to the Engineering Division to perform the inspection. A copy of the positive results of the inspection shall be provided to the Planning Department.

4. The utility companies be given the opportunity to obtain any easements they may Require. A copy of the responses from the utility companies shall be provided to the Planning Department.
5. Approval of City Council shall be obtained. City Council approval shall become effective upon compliance with all conditions listed. The petitioner shall complete the conditions within one (1) year.
6. The petitioner must provide the planning Department with documentation indicating that all conditions as assigned are completed. The department then notifies the City Clerk that a certified copy of the resolution shall be recorded with the Macomb County Register of Deeds.

RESOLUTION adopted at the meeting of August 10, 2015

PLANNING COMMISSION OF THE CITY OF WARREN

Jocelyn Howard

Jocelyn Howard, Chairperson

Jason M. C. Donahue

Jason McClanahan, Secretary

6.c) LOT SPLIT: ONE LOT INTO TWO LOTS

Section 5
Christine Kowalczyk
August 10, 2015
Page 1

FINDINGS

1. The petitioner is requesting a parcel that is part of Lot 4, Block 2 of Plat of Assessor's Addition to the Village of Warren located on the west side of Winchester Avenue (private) approximately 352 ft. north of Beebe Avenue, split the westerly 23.5 ft. of 31710 Winchester Avenue, parcel 13-05-429-005 on the east side of Winchester Avenue and combine said 23.5 ft. with 31719 Winchester Avenue, parcel 13-05-428-017.

The purpose of the lot split is to provide approximately the west half the private right of way of Winchester Avenue to the adjoining property owner correctly be taxed for the property and provide access to the properties to the north.

2. **CHARACTERISTICS OF THE PROPERTY IN QUESTION CAN BE SUMMARIZED AS FOLLOWS:**

- a) **SIZE AND DIMENSIONS OF THE PARENT PARCEL:** A rectangular shaped parcel measuring 75 ft. x 159.15 ft. and containing 11,936.25 sq. ft. with 75 ft. of frontage along east side of Winchester Avenue (private) parcel 13-05-429-005 of Lot 4 of Block 2 of Plat 1 of Assessor's Addition to the Village of Warren.
- b) **PRESENT USE:** Single family dwelling with attached garage. The west approximately 23.45 ft. of the property is occupied by a private roadway (extension of the platted roadway Winchester Avenue).
- c) **PRESENT ZONING:** R-1-C, One Family Residential District and located within the Downtown Development Authority.

The R-1-C district has existed since the adoption of the Zoning Ordinance on July 21, 1960.

3. **CURRENT STATUS OF APPLICATION**

- a) Chapter 35 Subdivision regulations, Article II Platting procedure and data required; Section 35-26 Lot splits of the Code of Ordinances require the Planning Commission to review proposed lot split(s) for the purpose of lot division within the subdivision plat, to review for conformance with all ordinances, administrative rules, regulations, and the master plan for the City and to make recommendations to the Board of Appeals, if necessary, and the City Council.
- b) The present hearing will be the initial formal review of this application by the Planning Commission.
- c) On November 1, 1983, the Building Division issued Building Permit No. 105711 for a single family dwelling with attached garage. A 5 ft. rear easement was indicated. (Michael G. Wiegand; 31710 Winchester Avenue).

6.c) LOT SPLIT: ONE LOT INTO TWO LOTS

Section 5
Christine Kowalczyk
August 10, 2015
Page 2

- d) On October 14, 1983, the Macomb County Register of Deeds recorded a Warranty Deed, Liber 3552, Page 453 conveying a small parcel measuring 23.45 ft. x 75 ft. from 13-05-429-005 to 13-05-428-017 presumably for right of way purposes.
- e) On June 21, 1979, the Building Division issued Building Permit No. 100251 for a single family dwelling with attached garage. A 5 ft. wide easement is indicated along the south property line (Iwan & Mary Car; 31719 Winchester Avenue).
- f) On April 24, 1961, the Building Division issued Building Permit No. 42246 for a single family dwelling with attached garage. A note states the lot split was approved by J. L. B. on April 20, 1961. Two land surveys indicate Winchester Avenue as a private drive along the west part of the property measuring approximately 48 ft. in width (Max McCall; 31720 Winchester Avenue).
- g) On May 18, 1961, the Building Division issued Building Permit No. 42673 for a single family dwelling with attached garage. (Don Hacker; 31730 Winchester Avenue).
- h) On September 29, 1953, the Macomb County Register of Deeds recorded the Plat of Tech City Subdivision in Liber 29 of Plats on Page 1.

The majority of the lots were platted with 50 ft. lot widths. Tech City Subdivision represents a re-plat of part of Lot 4, Block 2 of Assessor's Plat addition to the Village of Warren. This is a public subdivision with a north/south 50 ft. wide public right of way. It is this public right of way that provides access to the public system of roadway to the four (4) residents living north of the subdivision.

The subject property shares its south property line with Lot 1 and the 50.02 ft. of right of way of Tech City Subdivision.

- i) Notice letters were sent to the local school district, all City of Warren departments and divisions and affected utilities. Letters have been received from the Assessing Dept., Treasurer's Office, Fire Dept., City Engineer, and Zoning Bureau.

There were no objections, written or stated, to the lot split providing the following conditions are compiled with:

From the Engineer: The parcel split/combination is not necessary. The legal descriptions and Title Commitments for both parcels are inclusive of this parcel split/combination. The legal description and parcel depiction on Macomb County GIS is incorrect.

4. GENERAL DESCRIPTION OF SURROUND PROPERTIES IS AS FOLLOWS:

The properties to the north, east, south and west across Winchester Avenue, a private drive, are zoned R-1-C and contain Single Family Dwellings.

6.c) LOT SPLIT: ONE LOT INTO TWO LOTS

Section 5
Christine Kowalczyk
August 10, 2015
Page 3

5. **THE PLOT PLAN SUBMITTED BY THE PETITIONER INDICATES THAT:**

- a) Parcel "A" would be the east 135.7 ft. of the parent parcel (13-05-429-005, 31710 Winchester Avenue) being rectangular in shape measuring 75 ft. x 137.5 ft. and containing 10,312.5 sq. ft. This parcel contains a single family dwelling with attached garage. This parcel would have part of the existing private driveway, Winchester Avenue along its west property line.

NOTE: In 1983, this parcel was split and sold without the City of Warren's Council approval. The owner sold the west 23.45 ft. of the property to the property owner to the west (Iwan Car) for the purpose of providing access to the public part of Winchester Avenue via Tech City Subdivision to the south. However, when the owner sold the property, an access easement should have been permitted over the west 23.45 ft. and the west part of the original property to the owner of property to the north. This action would then have provided the owner of 31720 Winchester Avenue access to the public roadway. The owner of 31720 Winchester already had provided an easement for access to the owner of 31730 Winchester Avenue when they purchased their property.

- b) Parcel "B" would be the west approximately 23.45 ft. of the parent parcel 13-05-429-005 and parcel 13-05-428-017, being rectangular in shape measuring 80 ft. x 128.65 ft. and containing 10,292 sq. ft. This parcel containing a single family dwelling with attached garage. This parcel would have part of the existing private driveway, Winchester Avenue.
- d) Parcels 13-05-428-017 and 13-05-428-005 would meet the requirements of the Zoning Ordinance for square footage, lot width, etc.

- e) No private easements are indicated on the plot plan.

6.c) LOT SPLIT: ONE LOT INTO TWO LOTS

Section 5

Christine Kowalczyk

August 10, 2015

Page 4

RECOMMENDATION

It is recommended that the lot split be approved conditionally subject to the standard conditions of the Planning Commission and more specifically:

1. The petitioner and owner of parcel 13-05-428-017 and the owner of property of parcel 13-05-429-005 must provide a recorded document for ingress/egress easement to the owner of the property abutting to the north 13-05-429-004. This document must be approved in draft format for form by the City Attorney prior to it being recorded at the Macomb County Register of Deeds. The document shall then be provided to the Planning Department.
2. The west 23.45 ft. of parcel 13-05-429-005 shall not ever be considered a stand-alone building site and that said parcel measuring 23.45 ft. x 75 ft. shall, as a part of this action, be hereafter considered combined with parcel 13-05-428-017 as an ownership interest only.
3. The lots and abutting streets shall be graded and drained. The petitioner must send a letter to the Public Service Director requesting an inspection of the site. The Director, in turn, forwards the request to the Engineering Division to perform the inspection. A copy of the positive results of the inspection shall be provided to the Planning Department..
4. The utility companies be given the opportunity to obtain any easements they may require.
5. Approval of City Council shall be obtained. City Council approval shall become effective upon compliance with all conditions listed. The petitioner shall complete the conditions within one (1) year.
6. The petitioner must provide the planning Department with documentation indicating that all conditions as assigned are completed. The department then notifies the City Clerk that a certified copy of the resolution shall be recorded with the Macomb County Register of Deeds.

And furthermore recommendations were received from the following divisions and departments:

TAXES: No Delinquent Taxes

ENGINEERING: Preliminary review yielded the following comments:

The parcel split/combination is not necessary. The legal descriptions and Title Commitments for both parcels are inclusive of this parcel split/combination.
The legal description and parcel depiction on Macomb County GIS is incorrect.

ZONING: Approved

FIRE: Approved

ASSESSING: Approved



PUBLIC SERVICE DEPARTMENT
ENGINEERING DIVISION
One City Square, Suite 300
Warren, MI 48093-2390
(586) 759-9300
Fax (586) 759-9318
www.cityofwarren.org

To: Ronald F. Wuerth, Planning Director
From: James VanHavermaat, City Engineer
Date: September 15, 2015
RE: Winchester Avenue, Lot Split/Combination- Section 5

This memo is in response to item 3 on the Planning Commission letter dated 8/14/15 regarding a proposed lot split/combination on Winchester Avenue.

The letter requests that the Engineering Division inspect the grading and drainage on this site. On the afternoon of August 19th, during a rainfall event, I drove to the site to inspect and evaluate the site drainage conditions. During the rain event, there was some ponding in the roadway. However, most of the roads in this area were experiencing similar ponding during the storm event.

I went to the site again on August 20th, the day after the rain event. On this occasion, I detected only minimal traces of ponding on the site. Once again, this was typical in the surrounding area.

Based on my observations, there are no significant grading or drainage problems on this site.

Sincerely,
CITY OF WARREN

A handwritten signature in black ink, appearing to read "James VanHavermaat".

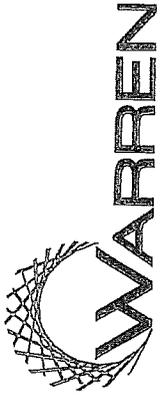
James VanHavermaat, P.E.
City Engineer

cc: Richard Sabaugh, Public Service Director

RECEIVED

SEP 16 2015

CITY OF WARREN
PLANNING COMMISSION



August 26, 2015

FILE COPY

PLANNING DEPARTMENT
ONE CITY SQUARE, SUITE 315
WARREN, MI 48093-5283
(586) 574-4687
FAX (586) 574-4645
www.cityofwarren.org

TO: FILE

RE: Item #4 of the petitioner letter dated August 14, 2015:

SUBDIVISION PROPERTY SPLIT AND COMBINATION REQUEST; property located on the west side of Westchester Avenue, approximately 352 ft. north of Beebe Avenue; split combine said 23.5 ft. with 31719 Winchester (Parcel No. 13-05-428-017); Section 5; Christine Kowalczyk.

On August 26, 2015 Michelle Katopodes, City Planner received a call from Christine Kowalczyk. Ms. Kowalczyk stated that she spoke with DTE on August 25, 2015 in order to satisfy number #4 of the petitioner letter dated August 14, 2015. A representative from the utility company stated that they do not need to inspect the site and that they would not provide a letter because easements are in place per the deed recorded by Macomb County.

The information provided verbally by Ms. Kowalczyk has satisfied the requirements of item #4 of the petitioner letter dated August 14, 2015.

/mlk

cc: Christine Kowalczyk.

**RESOLUTION TO SPLIT AND COMBINE
PROPERTY LOCATED APPROXIMATELY 352 FT. NORTH
OF BEEBE AVENUE
13-05-429-005 (31710 WINCHESTER) AND
13-05-428-017 (31719 WINCHESTER AVENUES)**

A regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on _____, at 7 p.m. Eastern Standard Time at the Warren Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and resolution was offered by Councilmember _____ and supported by Councilmember _____:

WHEREAS, Christine O. Kowalczyk and Lorrain J. Kryzaniwskyj, owners of property located approximately 352 ft. north of Beebe Avenue, has petitioned the Planning Commission of the City of Warren to split and combine the following subdivision lot to-wit:

Parcel of land located on the west side of Winchester Avenue approximately 352 ft. north of Beebe Avenue; Section 5; City of Warren, Macomb County Michigan. Parcel identification number 13-05-428-017 (31719 Winchester) and 13-05-429-005 (31710 Winchester) and more particularly described as:

Lot 4, Block 2 of Plat 1 of Assessor's Addition to the Village of Warren.

be split as follows:

(Parcel A)

The east 135.7 ft. of the parent parcel 13-05-429-005, (31710 Winchester Avenue) being rectangular in shape measuring 75 ft. x 137.5 ft. and containing

10,312.5 sq. ft. This parcel contains a single family dwelling with attached garage. This parcel would have part of the existing private driveway, Winchester Avenue along its west property line.

NOTE: In 1983, this parcel was split and sold without the City of Warren's Council approval. The owner sold the west 23.45 ft. of the property to the property owner to the west (Iwan Car) for the purpose of providing access to the public part of Winchester Avenue via Tech City Subdivision to the south. However, when the owner sold the property, an access easement should have been permitted over the west 23.45 ft. and the west part of the original property to the owner of property to the north. This action would then have provided the owner of 31720 Winchester Avenue access to the public roadway. The owner of 31720 Winchester already had provided an easement for access to the owner of 31730 Winchester Avenue when they purchased their property;

and also:

(Parcel B)

The west approximately 23.45 ft. of the parent parcel 13-05-429-005 and parcel 13-05-428-017, being rectangular in shape measuring 80 ft. x 128.65 ft. and containing 10,292 sq. ft. This parcel containing a single family dwelling with attached garage. This parcel would have part of the existing private driveway, Winchester Avenue.

The Planning Commission held a public hearing on August 10, 2015 and adopted a Resolution recommending to the City Council that the requested lot split and combination be approved subject to the standard conditions adopted August 10, 2015.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of

Warren recommends that the petition to split the above-referenced subdivision

lots, as aforesaid, be approved subject to the standard conditions of the Planning

Commission and more specifically:

1. The petitioner and owner of parcel 13-05-428-017 and the owner of property of parcel 13-05-429-005 must provide a recorded document for ingress/egress easement to the owner of the property abutting to the north 13-05-429-004. This document must be approved in draft format for form by the City Attorney prior to it being recorded at the Macomb County Register of Deeds. The document shall then be provided to the Planning Department.

2. The west 23.45 ft. of parcel 13-05-429-005 shall not ever be considered a stand alone building site and that said parcel measuring 23.45 ft. x 75 ft. shall, as a part of this action, be hereafter considered combined with parcel 13-05-428-017 as an ownership interest only.
3. The lots and abutting streets shall be graded and drained. The petitioner must send a letter to the Public Service Director requesting an inspection of the site. The Director, in turn, forwards the request to the Engineering Division to perform the inspection. A copy of the positive results of the inspection shall be provided to the Planning Department.
4. The utility companies be given the opportunity to obtain any easements they may Require. A copy of the responses from the utility companies shall be provided to the Planning Department.
5. Approval of City Council shall be obtained. City Council approval shall become effective upon compliance with all conditions listed. The petitioner shall complete the conditions within one (1) year.
6. The petitioner must provide the planning Department with documentation indicating that all conditions as assigned are completed. The department then notifies the City Clerk that a certified copy of the resolution shall be recorded with the Macomb County Register of Deeds.

AYES: Councilmembers _____

NAYS: Councilmember _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2015.

SCOTT C. STEVENS
Secretary of the Council
Mayor Pro Tem

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, PAUL WOJNO, duly elected City Clerk for the City of Warren, Macomb
County, Michigan, hereby certify that the foregoing is a true and correct copy of the
resolution adopted by the Council of the City of Warren at its meeting held on
_____, 2015.

PAUL WOJNO
City Clerk

When recorded return to:
City Clerk
One City Square, Suite 205
Warren, Michigan 48093-5285

Drafted by:
Planning Department
City of Warren
One City Square, Suite 315
Warren, Michigan 48093-5285

Ms. Caitlin Murphy – It will.

- B. SITE PLAN APPROVAL FOR BUILDING ADDITION TO CONVENIENCE STORE AND EXISTING BP GAS STATION: Located on the south east corner of Fourteen Mile and Ryan Roads, Section 5; 4040 Fourteen Mile; Dave Jajjoka (Scope Data). **TABLED.**

PETITIONERS PORTION:

Mr. Avis Choulagh – I'm the Attorney representing the petitioner who stands to my right. At this time we are respectfully requesting this matter be rescheduled for a different date contingent upon having a full Board present.

MOTION:

A motion was made by Secretary McClanahan to table, supported by Assistant Secretary Smith. A voice vote was taken and the motion carried unanimously.

Vice Chair Kupiec – The item will be tabled to a date certain of August 24, 2015, is that good for you?

Mr. Avis Choulagh – Yes it is sir, have a nice evening.

Commissioner Vinson – I have a question to the petitioner that just left he said until a full Board is present and we can't guarantee that so I just wanted to make sure he understood that.

Vice Chair Kupiec – I guess we'll have to deal with that when it comes if he shows up and there isn't a full Board it will be his privilege to get another date.

Mr. Avis Choulagh – I just request to adjourn it one last time then.

- C. SUBDIVISION PROPERTY SPLIT AND COMBINATION REQUEST:

Property located on the west side of Westchester Avenue, approximately 352 ft. north of Beebe Avenue; split the westerly 23.5 ft. of 31710 Winchester Avenue (Parcel No. 13-05-429-005) and combine said 23.5 ft. with 31719 Winchester (Parcel No. 13-05-428-017); Section 5; Christine Kowalczyk.

PETITIONER PORTION:

Ms. Christine Kowalczyk – I'm a resident of Howell Michigan and I'm with my sister this evening Lorrain Kryzaniwskyj who has been a resident of Warren for 37 years and my other sister could not be

Mary Clark CER-6819
August 10th, 2015

here she is a resident of the State of Oregon. I just wanted to go over what our situation is I don't know how many of you up there know exactly what has transpired. My dad bought a lot in Warren in 1979 and my parents have recently deceased in 2014. We obviously inherited the home and we are putting it up for sale we listed it as of February 4th, 2015. Edna Miller who is a resident of the Street Winchester who was also the wife of Arthur Miller who we knew for many years approached my dad to sell him 23 feet of the easement street of Winchester for \$500.00 dollars, which he purchased after his house on Winchester was complete.

We have a deed that was registered at Macomb County we have a stamp on it that indicates the city received it. We listed the house with a realtor February 4th we got a legitimate buyer with a purchase agreement which was approved by his lender and the title company turned the whole thing down because they said that the property that my parents bought is somehow attached to the house across the street. We went to the city and spoke to Todd Keyworth, Todd in so many words said this is going to probably take months. So we felt no choice but to hire an attorney to try to see if he could speed things up. We retained Chuck Earl who has been an attorney for 45 years and I guess he knows a lot of you.

We've got nowhere so far and we've also got another buyer that came and we also lost that buyer because this issue with the 23 feet easement is not per the city attached to my parents home, so that's where we are today. So I'm asking you to please approve this this evening so it doesn't go on any further for us. We are still taking care of the home, cutting the grass and making it look very nice for the community. We have to go into that empty house and take care of it and I'm sorry that I'm upset but this has been going on since February 4th.

Ms. Lorrain Kryzaniwskiyj – We have all the legal documents, we have the survey, we have the Macomb County Deed, and we have the deed to the house. We have every legal document you can have, so there's no reason why this 23 feet should not be added to my father's property it was bought, paid for, and documented. It's holding us up again from selling the house because it won't clear.

Ms. Christine Kowalczyk – Our attorney has spoken to Mary Michaels, Todd Keyworth, Don Worth, I've talked to Don Worth just this past Thursday we don't know what else to do this has been going on for three months. The house across the street that the property is attached to just recently got new owners as well they are Laronda and Cleveland Tyler. We've spoken to them our attorney

Mary Clark CER-6819
August 10th, 2015

has spoken to them they don't want the 23 feet. They've already signed papers with Chuck Earl stating they don't want the 23 feet.

Ms. Lorrain Kryzaniwskyj – So we are here to ask you what else do we need to do to get your approval or whoever's approval to get this resolved.

Ms. Christine Kowalczyk – We obtained Chuck Earl as of May 4th its cost us a lot of money. I asked him not to be here this evening because I can't afford him and this has been going on with Chuck since May 4th. I brought copies and pictures of what I'm talking about and that's the easement in front of my dad and mom's property. Well without that easement no title company or mortgage company is going to give anybody a loan to buy this home without having easement to it. I don't know if any of you want a picture of this.

Vice Chair Kupiec – I think we have a picture of it in our packet, but you can submit it if you'd like just give it to the Secretary.

Ms. Christine Kowalczyk – So Chuck just recently drew up a lot split application, which my sisters gave me power of attorney to sign for them and this was just recently submitted, I can't see the date on it.

Ms. Lorrain Kryzaniwskyj – When my father purchased the property and purchased the 23 feet there was no house across the street. His purchase was in 1983 the house across the street was purchased in 1985. Edna Miller already had it documented at Macomb County, the 23 feet, I don't know what happened between the new owners across the street in 1985 acquiring my father's property.

Ms. Christine Kowalczyk – In 1983 the 23 feet was already documented, surveyed and stamped with Macomb County.

Ms. Lorrain Kryzaniwskyj – According to our attorney the only way to rectify this is to go ahead and do the lot split with Laronda's signature, she's already notarized that she's fine with us taking the 23 feet. So what we need here today is your approval so the city can add the 23 feet to the property so we can move on.

Ms. Christine Kowalczyk – The reason why we didn't put the house up for sale until February 4th is because my dad passed away the day after Christmas and in our religion we have to wait 40 days before we do anything. So we waited the 40 days and when the 40

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days was up, which was February 4th we listed the property. We also paid the \$500.00 dollars for the lot split application fee as well.

PUBLIC HEARING:

Mr. Joseph Hunt – I was looking at the on line code ordinances and I don't see anything against this particular lot split and combination. They own the property, it's been zoned, it's been surveyed and there's a relationship between the property across the street. I'm definitely in favor of this lot split and combination for the individuals so that they can sell this property. I don't see any limitations that are within the code of ordinance read them there's nothing here that prohibits this. I know that Mr. Earl is a smart individual he's at Chicago and Mound Road right in this district of section 5 so he would know better than anybody and he's been practicing law in this city for a long time. Look at the ordinance there's nothing here that would prohibit it so I'm in favor of it.

Mr. David Maurer – I live two lots down from his property I think it should be approved. It would stop a whole lot of hassle, it would put everybody at peace, and keep the people happy. It's been mixed up for a long time and we never knew anything about it. We'd like to keep the neighborhood peaceful so I think with all good common sense it should be approved and it should be done.

Secretary McClanahan reads the following correspondence:

TAXES: No Delinquent Taxes.

ENGINEERING: Preliminary review yielded the following comments:

The parcel split/combination is not necessary. The legal descriptions and Title Commitments for both parcels are inclusive of this parcel split/combination. The legal description and parcel depiction on Macomb County GIS is incorrect.

ZONING: Approved.

FIRE: Approved.

ASSESING: Approved.

Mr. Ron Wuerth reads the recommendation of the Staff:

**Just a few comments regarding all this. First I want to make the statement that these titles were approved at the Macomb County Register of Deeds back in the 80's, but they never were approved by the City. That's what is at issue here. It's not that they were right or wrong they just simply weren't reviewed by the City and City Council had to approve these to make them right and it is my belief that they are right. That's what we are here for we have to go through this process and make sure they are right. The Engineering Division

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makes a statement about the parcels and they are right in the fact that it says the legal description and parcel depiction on Macomb County GIS is incorrect. They are absolutely right once we get this approved we can correct those things through this document and send off to the county and they will make a change to their maps and we will make a change to all the records that we have.

I've been working on this since May when I first had a meeting with Mr. Earl. Mr. Earl was advised from the very beginning to go through the process and approval would be obtained, I'm simply stating a fact here he was informed. And I'll go as far as to say this whole issue would have been completed by now we wouldn't be standing here now if action would have been taken right away. It's not that the City didn't try to help because I will tell you that every department became involved in this including the former City Attorney and the now Acting City Attorney. All that work and discussion was unnecessary and frankly right now I'm glad we are here at this point. As far as I'm concerned once this gets approved by City Council we will move as rapidly as we can to help these people move forward and get these conditions approved and completed so that they can sell that property and move on with their lives. So with that the recommendation is submitted.

MOTION:

A motion was made by Secretary McClanahan to approve, supported by Commissioner Vinson.

COMMISSIONERS PORTION:

Assistant Secretary Smith – Mr. Wueth I understand the situation that the ladies have been going through I actually went to the site yesterday and looked around. Normally like when we have an alley vacation one person gets half of the alley but this is a whole street that's included in that property. There is a property north of that which says private drive and part of the 23 feet does go into the property of the property across the street, which takes part of their driveway. If this property is included in with their property will the people have to have an egress to go to the property to the north? Say they change owners and the new owner says well we don't want them to be on the property what kind of protection do they have to say this is the way it is the street is part of this property? It seems like there should be some agreement so that the people that have to drive down that street to either go to the property on the right that's losing part of their property and the one to the north of that will still be able to have their access without any kind of problems?

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Mr. Ron Wuerth – Mr. Smith, Winchester is a public street up to this point where these properties are that we are talking about. From that point and on their property it turns out to be a private road, it was a private road for quite a few years before they came along. You've got two lots to the north and the one farthest north to my knowledge seems they were there first and then they sold the parcel right immediately to their south and in their deed they made sure that they had access across that property to continue on to the roadway. But that didn't happen when it came to these two parcels across from each other. And that is the reason for condition number one where access agreement is given to that property to the north, that property has already given access to the other property that's farther north. So it just follows that once this is in place there will be no one landlocked. I've heard that term before and that's what we are trying to achieve here. If we get this document in place then everyone can use the private and the public roads without a problem.

Vice Chair Kupiec – To the petitioner, make sure you have a copy of the recommendations if you do not have a copy get a copy tonight before you leave or make arrangement to find out how you get a copy of the recommendations. As you hear he was in favor of getting this done but there are some responsibilities that you have also as a citizen and as a land owner. Also it was stated that Mr. Earl was fully advised of what to do at some point and time. So it needs to be taken care of on your end also make sure you have recommendations and follow what Mr. Wuerth tells you and I'm sure you'll be successful.

Ms. Lorrain Kryzaniwskyj – I do have those recommendations sir, my problem is with number three and number four where they want us to get in contact with utilities when we already have utilities. I have the deed that says that they have utilities in the back of my parent's property. So for us to get in touch with utilities plus grading and draining the street that's existing there are sewers there. Grading and draining the street for what purpose, I don't understand that. So he's putting these recommendations on us that you are going to agree to tonight because that's what you're hearing, but on my side of it what is grading and draining when the street exists. Everything is in place the utilities are in place like I said my father lived there for 36 years. It says utility company be given the opportunity to obtain an easement, what easement, I have documentation of easement why would I need to get in touch with utilities for what purpose we have utilities. I don't understand number three and number four on the recommendations, before you vote on this tell me why I have to do this?

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Vice Chair Kupiec – Okay well number three have you ever contacted the Public Service Director requesting an inspection of the site?

Ms. Lorrain Kryzaniwskyj – No.

Vice Chair Kupiec – Well that's number three that's one thing you have to do. And number four Mr. Wuerth can you explain that to her, but what I think he's talking about is just having a utility company come out and check to make sure that they have access to their utilities. Not if the utilities are working or not it's access to be able to work and service the lines if need be. You need to contact the Public Service Director because this is a matter of ordinance that you have to follow.

Ms. Lorrain Kryzaniwskyj – I understand that, I guess I needed clarification of what we're supposed to do.

Ms. Christine Kowalczyk – We are currently paying the utilities on this house the water, the electric, the gas, everything currently is still running in that home and we are paying those payments to the utility companies.

Ms. Lorrain Kryzaniwskyj – It's on the deed it says 5 feet easement over the rear of lot 14 for public utilities, it's in the rear they are not on the street.

Mr. Ron Wuerth – First I will go with number four since we are talking about the utility company. It's a common request that these companies have the opportunity to obtain any easements they may require. We don't know if the easements that they have out there right now are correct or not. I understand about deeds and I understand easements but sometimes utility companies have reasons to change those easements, alter them, or do nothing to them and they are satisfied. But what it does take is a contact a letter to them and utilizing this document you're going to get a letter sent to you this Friday. It will talk about this recommendation that we are making, remember this recommendation goes to City Council you can probably get a jump on things by contacting the utility companies in advance because it will probably take a month and a half to go to City Council from here. You can probably call them and ask them in advance if they have any reason to change easements or do any of that. It's contacting everyone that now services that house.

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Ms. Christine Kowalczyk – I still have the same question why would we have to contact them if we already have them existing?

Mr. Ron Wuerth – They exist but as I said just earlier here sometimes they want to change them to improve access that's one of the reasons why.

Ms. Christine Kowalczyk – So that would be change things and improvement only for our house?

Mr. Ron Wuerth – It could very well be everyone else but they will come out and take a look. It's a common thing that utility companies will do, they change things.

Ms. Lorrain Kryzaniwskyj – This common thing will take how long?

Ms. Christine Kowalczyk – You're recommending that the utility comes out nobody else is having a problem with utilities it's your recommendations, the City's.

Mr. Ron Wuerth – This particular requirement is something that we have required of all lot splits since I've worked for the City 26 years and that requirement has been in every one of those lot splits in 26 years and before then. As I said this is a common requirement, this is not unusual.

Ms. Lorrain Kryzaniwskyj – Other than yourself who makes this common requirement?

Vice Chair Kupiec – Mr. Wuerth I think what we need to do as I suggested to the petitioner they need to contact you either after this meeting or come to your office and discuss all this with you, because obviously there's a lot that has to be discussed here. And it sounds like Mr. Earl has been advised of some of this previously. So I think this is something that needs to be done away from this audience and in private. I think we need to put this to a vote.

Ms. Lorrain Kryzaniwskyj – I don't understand what three is?

Mr. Ron Wuerth – Three is simply allowing the Engineering Division to come out check the drainage, obviously they are not going to grade anything, it's a hard surfaced area. They will look where and how the drainage goes if there's never been a problem they are going to approve it. By the time you get to City Council you can have both of these items taken care of if you react right away. The Public Service Director will direct the City Engineer to send someone

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out there to take a look at the area. The thing you have to understand this is for the protection of the public, your protection, and everyone in that neighborhood and that's the reason for that.

Commissioner Robinson – Mr. Wuerth, is it merely them contacting the utility company and maybe getting a letter or something from them that say the proper easement is okay in parcel here, would that suffice?

Mr. Ron Wuerth – The answer is yes, neither one should take that long.

Vice Chair Kupiec – We have a motion by Secretary McClanahan, support by Commissioner Vinson.

ROLL CALL:

The motion carried unanimously as follows:

Secretary McClanahan.....	Yes
Commissioner Pryor.....	Yes
Commissioner Robinson.....	Yes
Assistant Secretary Smith.....	Yes
Commissioner Vinson.....	Yes
Commissioner Karpinski.....	Yes
Vice Chair Kupiec.....	Yes

D. SITE PLAN APPROVAL FOR PARKING LOT REALIGNMENT:
Located on the east side of Ryan Road; approximately 580 ft. south of Thirteen Mile Road; 30758 Ryan; Section 8; Patrick Westerlund.

PETITIONERS PORTION:

Mr. Patrick Westerlund – I'm with TDG Architects at 79 Oakland Avenue in Pontiac Michigan, we are here representing Rob Cordaro for the property that he owns on Ryan Road. We are doing a simple expansion to the parking lot it's a mere 1200 square feet pavement are to provide eight additional parking spaces to the property.

Secretary McClanahan reads the following correspondence:

TAXES: No Delinquent Taxes.

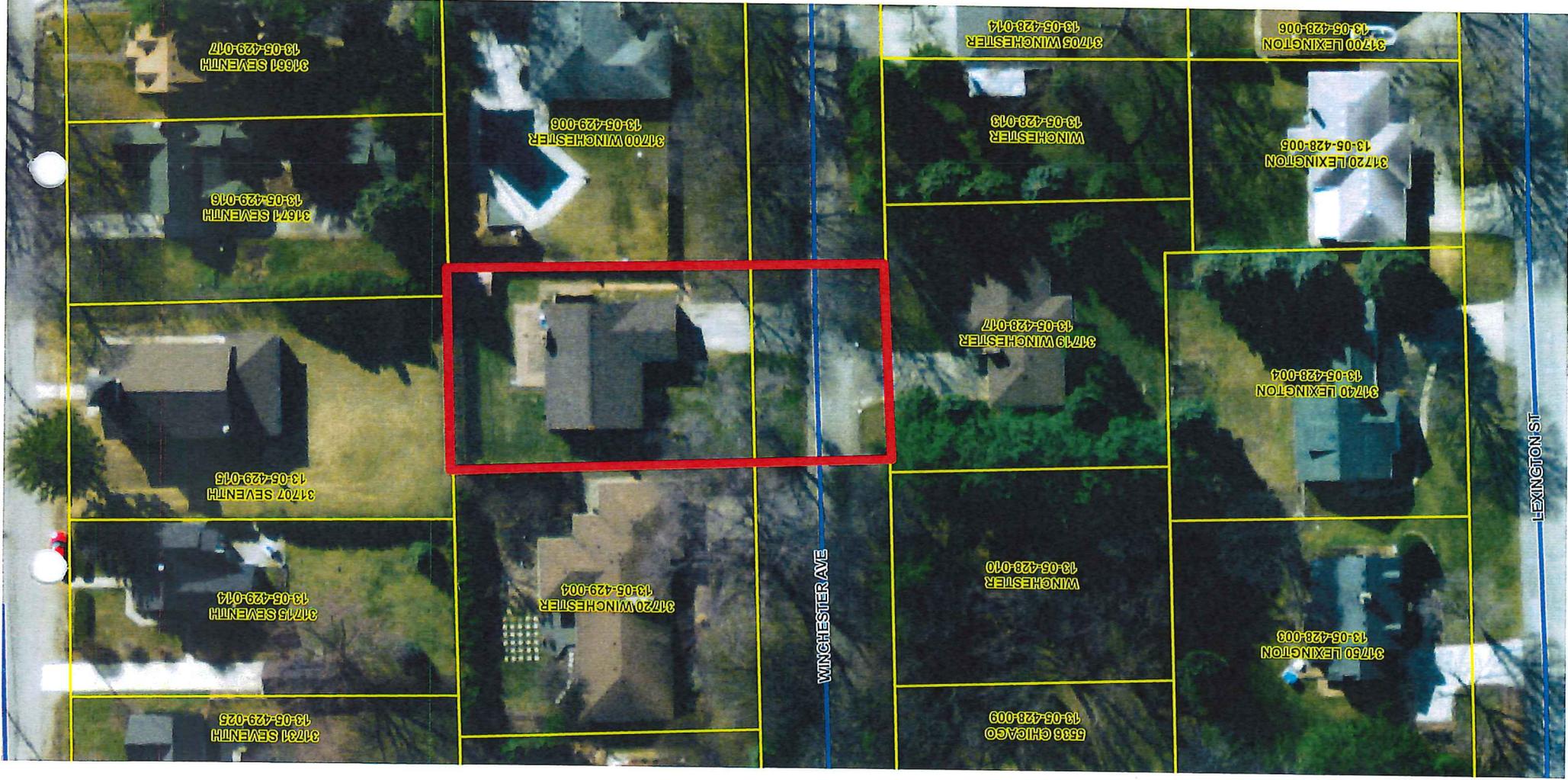
ENGINEERING: Preliminary review of this site has yielded the following comments:

All hard surfaced areas on private property must be internally drained.

FIRE: Approved.

DTE: Approved.

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31661 SEVENTH
13-05-429-017

31671 SEVENTH
13-05-429-018

31707 SEVENTH
13-05-429-015

31713 SEVENTH
13-05-429-014

31731 SEVENTH
13-05-429-025

31700 WINCHESTER
13-05-429-008

31720 WINCHESTER
13-05-429-004

31703 WINCHESTER
13-05-428-014

WINCHESTER
13-05-428-013

31719 WINCHESTER
13-05-428-017

WINCHESTER
13-05-428-010

5338 CHICAGO
13-05-428-009

31700 LEXINGTON
13-05-428-006

31720 LEXINGTON
13-05-428-005

31740 LEXINGTON
13-05-428-004

31750 LEXINGTON
13-05-428-003

LEXINGTON ST

WINCHESTER AVE



CITY ATTORNEY'S OFFICE

ONE CITY SQUARE, SUITE 400

WARREN, MI 48093-5285

(586) 574-4671

FAX (586) 574-4530

www.cityofwarren.org

October 7, 2015

Mr. Scott C. Stevens
Council Secretary
Mayor Pro Tem

Re: Proposed ordinance adding Articles VI and VII to Chapter 21 creating local requirements relating to medical marihuana, and prohibiting odors causing a nuisance; and a proposed ordinance amending Chapter 22, Section 191 relating to marihuana possession, use, and transport

Dear Council Secretary Stevens:

The following proposed ordinance amendments are attached:

1. A proposed amendment to add Article VI to Chapter 21 creating local requirements for the use, growth or cultivation of medical marihuana.

This ordinance is proposed by Mayor Fouts, and is intended to protect neighborhoods from explosions, fire, heavy fumes, and other undesirable secondary effects that are associated with the marihuana grow operations.

This is a strong public safety issue and must be acted immediately based upon fires, explosions and offensive odors caused by grow operations. The ordinance will be strictly enforced to protect residents from the foregoing dangers and nuisances.

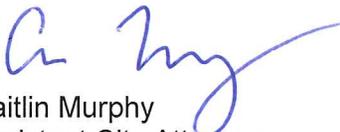
Any marihuana growth would be confined to manufacturing districts if allowed by the Zoning Ordinance, and would not be allowed neighborhoods except for those patients protected under the Michigan Medical Marihuana Act, MCL 333.26421, et al., and provided the property is inspected to ensure the installation of a proper working filtration to prevent odor and safe heating and electrical equipment.

2. A proposed amendment to add Article VII to Chapter 21 prohibiting offensive odors caused by animal husbandry, toilets, stagnant pools; garbage, or dead animals; chemicals or industrial activities; burning garbage, rubber, and/or other materials or substances; and marihuana use or cultivation.

3. A proposed amendment to amend Chapter 22, Section 191 to define and clarify "case" under the unlawful transport subsection. The proposed amendment also changes the penalty subsection to comply with State law.

If you have any questions or additions to these proposed changes, please contact the legal department at (586) 574-4671.

Respectfully,



Caitlin Murphy
Assistant City Attorney

Respectfully,



Mary Michaels
Acting City Attorney

MM/j ID 57402
Attachment

Approved:



James R. Fouts
Mayor

ORDINANCE NO.80-___

AN ORDINANCE TO ADD AN ARTICLE TO CHAPTER 21 TO IMPOSE LOCAL REQUIREMENTS REGULATING THE USE OR GROWTH OF MEDICAL MARIHUANA, TO PROHIBIT ODORS CAUSING NUISANCE; TO AMEND CHAPTER 22, RELATING TO POSSESSION, USE, AND TRANSPORT OF MARIHUANA; AND TO ADD A SECTION TO CHAPTER 22 PROHIBITING FRAUDULENT REPRESENTATION TO A POLICE OFFICER ABOUT MEDICAL USE OF MARIHUANA TO AVOID ARREST OR PROSECUTION.

THE CITY OF WARREN ORDAINS:

SECTION 1. That the Code of Ordinances of the City of Warren, Michigan, is hereby amended by adding Article VI to impose local standards for the use, growth and cultivation of Medical Marihuana, which shall read as follows:

ARTICLE VI. – LOCAL REQUIREMENTS FOR MEDICAL MARIJUANA

Sec. 21-81. – Purpose.

The City of Warren acknowledges that lawful medical use of marijuana serves the seriously ill, by alleviating their symptoms. It is in the public welfare to establish local standards to ensure that the procedures utilized by or to help the seriously ill with medicinal marihuana are compatible with the character of the community. The neighborhoods must be protected from any residual odors or dangerous heating processes that are associated with marihuana growth, as well as the explosions and fires caused by the grow process. This ordinance is intended to impose local requirements for those individuals registered as “qualifying patients” as defined under the Michigan Medical Marihuana Act, MCL 333.26421, et seq., to contain growth of medical marihuana to specifically zoned areas, and to restrict presence in neighborhoods only to those qualifying patients who take safety measures to prevent hazards and odors associated with the growth and processing of marihuanua. This ordinance is intended to preserve the character of the community, and protect the citizens from any disruption, traffic, offensive smell or nuisance due to the growth of medical marihuana, and the unexpected consequences of electrical fires and dangerous explosions.

Sec. 21-82. – Definition.

The terms used in this article, including “qualifying patient(s)” or “primary caregiver” will have the meaning assigned to them in the Michigan Medical Marihuana Act, MCL 333.26421, et al.

21-83 – General.

(a) A person within the City of Warren who has been issued and possesses a lawful registry identification card as a qualifying patient as set forth in MCL 333.26421, et sequ (the Act), shall comply with the following:

1. Consumption of medical use of marihuana shall not occur at:
 - i. any public place;
 - ii. a common are of a hotel, motel, apartment building, condominium complex, or other business establishment, including the driveways, entrance areas, parking lots, areas open to the public or other residents and/or guests;
 - iii. Any non-public area of a hotel, motel, apartment building, rental dwelling or similar facility or any other establishment at which the owner has prohibited marihuana use, cultivation, manufacture, or transfer on the premises.
2. The growth, cultivation, manufacturing or storage of medical marihuana shall only occur at the residence of the qualifying patient, and shall only be allowed in compliance with this article and the Act.
3. The qualifying patient, or his or her primary caregiver shall not distribute, transfer or sale the medical marihuana to another person from his or her residence, and no person shall be allowed access to medical marihuana on a qualifying patient's property other than the qualifying patient and his or her primary caregiver.
4. No marihuana shall be cultivated , grown, or processed in any manner that would emit or release odors beyond the interior of the premises, or otherwise discernible to another person on an adjacent property or sidewalk, street or other public way.
5. The odor of marihuana from the growth or cultivation must be prevented by the installation of an operable filtration to its ventilation and exhaust equipment, and odors must otherwise be effectively confined to the interior of the building or dwelling originating the odor. No ventilation or exhaust system may be installed where marihuana is grown or cultivated without a filtration system approved by the Building Department to eliminate odors.
6. Any marihuana odor detected pursuant to Article VII below, creates a presumption that a filtration system is required at the dwelling or building where the marihuana is processed or cultivated.

7) Medical marihuana shall not be grown, cultivated, and stored other than in manufacturing districts as may be designated and expressly allowed within the Zoning Ordinances of the City of Warren, or otherwise only under the following conditions and in compliance with the following requirements:

i) the property on which the medical marihuana is grown or cultivated is occupied by a qualifying patient as his or her principal residence, as principal residence is defined in MCL 211.7u;

ii) such property is under the control of the qualifying patient through written lease or deed;

iii) the medical marihuana is only for the purpose of consumption by the owner/occupant qualifying patient residing in that location; and

iv) the growth, storage and cultivation is in compliance with Michigan Medical Marihuana Act, and rules promulgated under the act, and this Article and applicable ordinances;

(v) The property has registered with the Division of Buildings and Safety Engineering, and satisfies a safety inspection of the property's heating equipment, filtration system, and electrical wiring, lighter and or watering devices that support the cultivation, growth or harvesting of marihuana.

(vi) All medical marihuana shall be grown and contained within the main dwelling, in an enclosed, locked facility inaccessible and equipped with locks to restrict access from any person other than the qualified patient and his or her primary caregiver.

(f) If a room with windows is utilized for growing or cultivating medical marihuana, any lighting methods that exceed usual residential periods between the hours of 11 p.m. and 7 a.m. shall employ shielding methods, without alteration, to the exterior of the residence, to prevent ambient light spillage that may create a distraction of an adjacent residential property.

(g) Any portion of a residential structure where energy usage and heat exceed ordinary levels for residential use, such as a grow room, and the storage of any chemicals such as herbicides, pesticides, and fertilizers shall be subject to mandatory inspection and approval by the City of Warren Fire Department.

(h) No property may be used to grow, cultivate or process marihuana without obtaining the owner or lessee registering with the Division of Buildings and Safety Engineering, submitting of a plan for such growth, processing and cultivation, and satisfying a mandatory safety inspection of the heating equipment and processes, filtration equipment, and of the electrical wiring, lighting and water system used to support the growth, processing or cultivation of medical marihuana. All information and records subject to confidentiality under the Act will be kept confidential.

(i) No medical marihuana is to be grown, processed or cultivated without the filtration, heating method, lighting and electrical wiring, and chemical storage and usage approved by the Division of Safety and Engineering and Fire Department.

(j) The growth, cultivation or processing marihuana in violation of section 22-83 subsections (g), (h) and (i) is a misdemeanor punishable by up to \$500 and/or 90 days in jail. In addition, all marihuana is subject to confiscation by the police. These remedies are in addition to any other remedy or penalty provided under the Act or this ordinance.

(h) Except as stated in this article, no manufacture, cultivation, or growth of medical marihuana shall occur in any location except in the M-1 and M-2 manufacturing districts as defined in and as may be expressly permitted under Appendix A of the Zoning Ordinances of the City of Warren, or as otherwise may be approved as provided in the Zoning Ordinance, and in compliance with the conditions as set forth in such the Zoning Ordinances.

(i) Except for locations that may be permitted in the zoning ordinance, the location from which a primary caregiver grows, cultivates, or otherwise provides services to a qualifying patient shall be under the control, through written lease or deed in favor of, and occupied as the principal residence of, the qualifying patient, shall be only for purposes of providing services solely to and consumption by, such qualifying patient, and must comply in all regards with the Act and rules promulgated under the Act.

(j) Any use, manufacturing, growth, or cultivation of medicinal marihuana shall otherwise be in compliance with the Act, and the provisions of this article are intended to supplement the requirements and remedies provided under the Act.

21-84. Cost recovery. In the event of any explosion, release, hazard that results from the growth, cultivation or processing of medical marihuana, the qualifying patient will be responsible for reimbursement of any emergency response costs which were deployed to remediate, contain or respond to the explosion, fire, release or hazard, including transportation, overtime costs, special equipment or testing, and shall be responsible for the repair of property damages, or medical expenses for injuries resulting from such explosion, release, harmful emission, or hazard.

Sec. 21-85 – 21-89. Reserved.

SECTION 2. That the Code of Ordinances of the City of Warren, Michigan, is hereby amended by adding Article VII to control and prohibit the infiltration of offensive odors in the City of Warren, and which shall read as follows:

ARTICLE VII. ODORS CAUSING NUISANCE

Sec. 21-90 – Purpose.

It is the purpose of this article to promote the health, safety, and general welfare of the citizens of the City by prohibiting offensive odors, and protecting citizens from poor air quality and to preserve the comfortable and enjoyable use of property.

An offensive odor includes, but is not limited to, strong odors caused by:

- (a) animal husbandry;
- (b) toilets, stagnant pools, garbage, or dead animals;
- (c) chemicals or industrial activities;
- (d) burning garbage, rubber, and/or other materials or substances; or
- (e) growing, cultivating, and/or the use or consumption of marihuana or marijuana.

Sec. 21-91. – Short title.

This Section shall be known and cited as “The Fresh Air Ordinance”.

Sec. 21-92. - Prohibition

- (a) Except as listed in Section 21-93, a person is prohibited from causing or allowing an odor emission that:
 - 1) A reasonable person would consider an offensive odor;
 - 2) Endangers the public health or welfare; or
 - 3) Unreasonably interferes with another person’s enjoyment of life, health, safety, peace, comfort, or property.

Section 21-93. – Exceptions.

- (a) Offensive odors do not include odors caused by:
 - 1) cooking or preparing food;
 - 2) composting food; or

Section 21-94. - Odor Nuisance Determination.

An authorized code official may determine that an odor violates Section 21-92 by any of the following methods:

- (a) Detecting an odor which he or she determines is exceedingly pungent and of such intensity threshold as to:
 - 1) Potentially cause distress, discomfort or injury to a person with ordinary sensibilities; or
 - 2) Substantially interfere with the comfortable enjoyment of private homes by persons of ordinary sensibilities; or

3) Have the propensity to induce nausea in persons or ordinary sensibilities.

(b) Using a field olfactometer, or similar odor-measuring device.

Section 21-95. Punishment.

A violation of Article VI and Article VII is a municipal civil infraction, punishable by a fine of not less than one hundred dollars (\$100.00) but not more than one thousand dollars (\$1,000.00) per violation; and/ or costs; assessments; and damages and expenses, as provided by MCL 600.8727(3).

SECTION 2. That Chapter 22, Article VIII, Division I, Section 22-191 of the Code of Ordinances of the City of Warren, Michigan

WHICH PRESENTLY READS:

Sec. 22-191. - Possession, use, and transport prohibited.

(a) Except as lawfully allowed by applicable state or federal law, it shall be unlawful for any person to possess, use, or provide to another person marihuana as defined in the Michigan Public Health Code, MCL 333.7101 et seq.; or the United States Controlled Substances Act, 21 USC Section 801 et seq.

(b) A person shall not transport or possess usable marihuana as defined by the Michigan Medical Marihuana Act in or upon a motor vehicle or any self-propelled vehicle designed for land travel unless the usable marihuana is one (1) or more of the following:

- (1) Enclosed in a case that is carried in the trunk of the vehicle; or
- (2) Enclosed in a case that is not readily accessible from the interior of the vehicle, if the vehicle in which the person is traveling does not have a trunk.

(c) A person who violates subsection (b) is guilty of a misdemeanor punishable by imprisonment for not more than ninety-three (93) days or a fine of not more than five hundred dollars (\$500.00), or both.

IS HEREBY AMENDED TO READ AS FOLLOWS:

Sec. 22-191. Marihuana possession, use, or transfer and transport prohibited; Medical marihuana transport or possession in a vehicle limited to a locked case.

- (a) Except as lawfully allowed ~~permitted~~ by applicable state or federal law, it shall be is unlawful for any person to possess, use, or transfer provide to another person marihuana as defined in the Michigan Public Health Code, MCL 333.7101 *et seq.* as amended; or the United States Controlled Substances Act, 21 USC Section 801 *et seq.* as amended.
- (b) Except as lawfully allowed permitted by state or federal law, it shall be is unlawful for any person to use marijuana or marihuana as defined in the Michigan Public Health Code, MCL 333.7101 *et seq.* as amended; or the United States Controlled Substances Act, 21 USC Section 801 *et seq.* as amended.
- (c) It is unlawful for a person to transport or possess usable marihuana as defined by the Michigan Medical Marihuana Act, MCL 333.26421, et seq. as amended, in or upon a motor vehicle or any-self-propelled vehicle designed for land travel, unless-except if the usable marihuana is either: one (1) or more of the following
- (1) Enclosed in a sealed or locked case that is carried in the trunk of the vehicle; or
 - (2) Enclosed in a sealed or locked case that is not readily accessible from the interior of the vehicle, if the vehicle in which the person is traveling does not have a trunk.
- (d) A case is a portable, non-transparent container with a lid which can be used to enclose an object, substance, or material.
- (e) A person who violates subsection (a) is guilty of a misdemeanor punishable by imprisonment for not more than ninety (90) days or a fine of not more than five hundred dollars (\$500.00), or both. A person who violates subsection (b) is guilty of a misdemeanor punishable by imprisonment for not more than ninety (90) days and/or a fine of not more than five hundred dollars (\$500.00). A person who violates subsection (c) is guilty of a misdemeanor punishable by imprisonment for not more than ninety-three (93) days and/or a fine of not more than five hundred dollars (\$500.00).
- (f)

SECTION 3. That Chapter 22, Article VIII, Division I, Section 22-193 of the Code of Ordinances of the City of Warren, Michigan

WHICH PRESENTLY READS:

Sec. 22-193. Reserved.

IS HEREBY AMENDED TO READ AS FOLLOWS:

Sec. 22-193. Fraudulent representation relating to the medical use of marihuana to avoid arrest or conviction.

- (a) It is illegal for a person or entity to make a fraudulent representation of any fact or circumstance relating to the medical use of marihuana, as defined by Medical Marihuana Act, MCL 333.26423(e)–(f), to a police officer in order to avoid arrest or prosecution.
- (b) A violation of subsection (a) is punishable by a fine of not more than five hundred dollars (\$500.00).
- (c) A violation of this section may be grounds for an arrest or charges under a separate ordinance or law for making a false statement to a police officer, and may otherwise be subject to penalty or punishment under such other offense.

SECTION 4. This Ordinance shall take effect on _____, 2015.

I HEREBY CERTIFY that the foregoing Ordinance No. 80-____ was adopted by the Council of the City of Warren at its meeting held on _____.

PAUL WOJNO
City Clerk

Published: _____



CITY ATTORNEY'S OFFICE

ONE CITY SQUARE, SUITE 400

WARREN, MI 48093-5285

(586) 574-4671

FAX (586) 574-4530

www.cityofwarren.org

September 24, 2015

Mr. Scott C. Stevens
Council Secretary
Mayor Pro Tem
City of Warren

**Re: Proposed Ordinance Amending Chapter 18 of the Code of Ordinances
Entitled Licensing, Relating to Restaurant License Expiration**

Dear Secretary Stevens:

Attached please find proposed amendment to Chapter 18 of the code of ordinances entitled Licensing, relating to restaurant license expiration. Due to the volume of business licenses that the City Clerk's office receives with the annual expiration date of March 31st, changing the annual expiration date of restaurant licenses from March 31st to May 31st will speed up processing time and prevent delays.

Please place the proposed amendment to Chapter 18 on the Council agenda for consideration and adoption of a first reading.

Sincerely,

A handwritten signature in blue ink that reads "Roxanne R. Canestrelli".

Roxanne R. Canestrelli
Assistant City Attorney

Read and Concur:

A handwritten signature in black ink that reads "Mary Michaels".
Mary Michaels
Acting City Attorney

Approved:

A handwritten signature in black ink that reads "James R. Fouts".
James R. Fouts
Mayor

RRC/vlt Ltr to S Stevens City Council – Ordinance Amending Ch 18 re Restaurant License Expiration ID 57240

cc: Paul Wojno, City Clerk
Sonja Buffa, Deputy Clerk
Miranda Westphal, Business Licensing Clerk

ORDINANCE NO. ____ - ____

AN ORDINANCE TO AMEND CHAPTER 18 OF THE CODE OF ORDINANCES ENTITLED LICENSING.

THE CITY OF WARREN ORDAINS:

SECTION 1. That Chapter 18 of the City of Warren Code of Ordinances entitled Licensing, Section 18-13,

WHICH PRESENTLY READS:

Sec. 18-13. - Expiration.

The license year shall terminate on the thirty-first day of March at midnight, next after the issuance of the license. The expiration date of each license shall be indicated on the face thereof.

IS HEREBY AMENDED TO READ AS FOLLOWS:

Sec. 18-13. - Expiration.

Unless otherwise noted, the license year shall terminate on the thirty-first day of March at midnight, ~~next after~~ following the issuance of the license. The restaurant license year shall terminate on the thirty-first day of May at midnight, following the issuance of the license. The expiration date of each license shall be indicated on the face thereof.

SECTION 2. All other sections of Chapter 18 of the code of ordinances shall remain unchanged and effective.

I HEREBY CERTIFY that the foregoing Ordinance No. ____ - ____ was adopted by the Council of the City of Warren at its meeting held on _____ and shall be effective _____.

PAUL WOJNO
City Clerk

Published: _____



CITY ATTORNEY'S OFFICE

ONE CITY SQUARE, SUITE 400

WARREN, MI 48093-5285

(586) 574-4671

FAX (586) 574-4530

www.cityofwarren.org

October 5, 2015

Mr. Scott C. Stevens
Council Secretary
City of Warren

RE: Ordinance to amend Chapter 2, Article V, Division 10, of the Code of Ordinances relating to the Senior Health Care Services Commission

Dear Council Secretary Stevens:

Attached for consideration at the October 13, 2015 City Council meeting, please find a proposed ordinance amending Chapter 2, Article V, Division 10, of the Code of Ordinances relating to the Senior Health Care Services Commission. ("Commission")

It was discovered that an amendment is necessary because some of the ordinance language has become outdated. On September 15, 2015, the Commission approved the attached ordinance amendment.

Should you have any questions, please contact Cathy Lawson at (586)758-1310.

Respectfully submitted,

A handwritten signature in blue ink that reads "Annette Gattari-Ross".

Annette Gattari-Ross
Assistant City Attorney

agr/sd/ ltr to stevens senior health cov/id57216

Attachment

Read and Concur:

A handwritten signature in black ink that reads "Mary Michaels".

Mary Michaels
Acting City Attorney

Read and Concur:

A handwritten signature in black ink that reads "James R. Fouts".

James R. Fouts
Mayor

cc: Senior Health Commission (c/o Cathy Lawson)



JAMES R. FOUTS - MAYOR

HOUSING COMMISSION

26600 BURG ROAD
WARREN, MI 48089
(586) 758-1310

www.cityofwarren.org

September 18, 2015

Annette Gattari-Ross
City Attorney
One City Square – Suite 400
Warren, MI 48089

RE: Senior Health Care Commission:

Dear Ms. Gattari-Ross,

On September 15, 2015, the Senior Health Care Commission considered and approved the attached Proposed Ordinance Amendment.

Please submit to City Council for its next regular meeting.

Should you have any questions, please contact me at (586)758-1310.

Sincerely,

A handwritten signature in black ink that reads "Cathy Lawson".

Cathy Lawson
Director of Administration

Read and Concur:

A handwritten signature in black ink that reads "James R. Fouts".

James R. Fouts
Mayor

ORDINANCE NO. 80-_____

AN ORDINANCE TO AMEND CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF WARREN RELATING TO THE SENIOR HEALTH CARE SERVICES COMMISSION

THE CITY OF WARREN ORDAINS:

SECTION 1. That the Code of Ordinances, Chapter 2, Article V, Division 10, entitled Senior Health Care Services Commission **WHICH PRESENTLY READS:**

DIVISION 10. - WARREN CITY COMMISSION FOR SENIOR HEALTH CARE SERVICES

Sec. 2-257. - Created; qualifications; composition; number of members.

There shall be created a Warren city commission for senior health care services consisting of twelve (12) members. The members of the commission shall be appointed by the mayor and confirmed by the city council. Five (5) members shall be Warren senior citizens, four (4) members shall be health care professionals, one (1) member shall be an employee of the mayor's office, one (1) member shall be a representative of Bi-County Hospital and one (1) member shall be a representative of Macomb Hospital Center. No persons shall be appointed as a member, and any member shall vacate his or her chair who, simultaneously holds any position at any level of city government as an elected or appointed officer, or as an administrative officer or department head, whether elected or appointed.

Sec. 2-258. - Definition.

In this section the following words and phrases shall have the meanings respectively ascribed to them:

Senior citizen shall mean any person who is fifty-five (55) years or older.

Sec. 2-259. - Terms of office.

The original members of the commission shall be appointed by the mayor and confirmed by the city council for the following terms:

- (a) Four (4) members shall be appointed for a term of three (3) years, their terms expiring on July 1, 1990.
- (b) Four (4) members shall be appointed for a term of two (2) years, their terms expiring on July 1, 1989.

- (c) Four (4) members shall be appointed for a term of one (1) year, their terms expiring on July 1, 1988.

Upon expiration of the original terms, subsequent appointment shall be for a term of three (3) years. A commissioner, whose term of office has expired, shall continue to hold office until a successor has been appointed. Should a vacancy occur on the commission, a replacement shall be appointed, as provided above, to fill the remainder of the unexpired term.

Sec. 2-260. - Compensation.

Members of the commission shall serve without compensation.

Sec. 2-261. - Meetings; rules of procedure; records; quorum; officers.

The commission shall meet at regular intervals, such meetings to be public. It shall adopt its own rules of procedure, and shall keep a record of the proceedings. Seven (7) members shall constitute a quorum for the transaction of business. A chairperson and vice-chairperson shall be elected by the commission.

Sec. 2-262. - Duties and powers.

The commission shall have the following duties and powers:

- (a) To identify all active senior citizen groups and organizations in the City of Warren and maintain a listing of such;
- (b) To maintain contact with each group or organization on a regular basis;
- (c) To identify health care information needs of the Warren senior citizen community and to, if need be, conduct public hearings;
- (d) To assemble available information materials to address identified needs;
- (e) To actively disseminate these materials to identified senior citizen groups and organizations;
- (f) To sponsor informational health care seminars on a quarterly basis;
- (g) To offer health care advisory clinics to counsel Warren senior citizen on their health care planning, procedures and problems;
- (h) To provide more efficient senior citizen health care service by promoting cooperation in the community of Warren health care professionals;
- (i) To pursue funding from public and private resources currently available for senior citizen health care information material purposes;
- (j) To work to expand available free transportation services for Warren senior citizens through private organizations and volunteers;
- (k) To meet with the mayor on an annual basis to establish goals and objectives.

Sec. 2-263. - Annual reports to city council.

The commission shall make an annual report of its activities to the city council and at such time shall state its goals and objectives for that coming year and shall make such other reports as the city council may from time to time require.

IS HEREBY AMENDED TO READ:

DIVISION 10. - WARREN CITY COMMISSION FOR SENIOR HEALTH CARE SERVICES

Sec. 2-257. - Created; qualifications; composition; number of members.

There shall be created a Warren city commission for senior health care services consisting of twelve (12) members. The members of the commission shall be appointed by the mayor and confirmed by the city council. Five (5) members shall be Warren senior citizens, ~~four (4)~~ **six (6)** members shall be **representatives from health care organizations with varied backgrounds**, professionals, **and** one (1) member shall be an employee **of the City appointed by the Mayor.** ~~of the mayor's office,~~ ~~one (1) member shall be a representative of Bi-County Hospital and one (1) member shall be a representative of Macomb Hospital Center.~~ No persons shall be appointed as a member, and any member shall vacate his or her chair who, simultaneously holds any position at any level of city government as an elected or appointed officer, or as an administrative officer or department head, whether elected or appointed.

Sec. 2-258. - Definition.

In this section the following words and phrases shall have the meanings respectively ascribed to them:

***Health Care Organization* shall mean organizations and people whose primary intent is to promote, restore or maintain health.**

Senior citizen shall mean any person who is fifty-five (55) years or older.

Sec. 2-259. - Terms of office.

~~The original members of the commission shall be appointed by the mayor and confirmed by the city council for the following terms:~~

- ~~(a) Four (4) members shall be appointed for a term of three (3) years, their terms expiring on July 1, 1990.~~
- ~~(b) Four (4) members shall be appointed for a term of two (2) years, their terms expiring on July 1, 1989.~~
- ~~(c) Four (4) members shall be appointed for a term of one (1) year, their terms expiring on July 1, 1988.~~

The term of office shall be three (3) year staggered terms. ~~Upon expiration of the original terms, subsequent appointment shall be for a term of three (3) years. A commissioner, whose term of office has expired, shall continue to hold office until a~~

successor has been appointed. Should a vacancy occur on the commission, a replacement shall be appointed, as provided above, to fill the remainder of the unexpired term.

Sections 2-260 through 2-263 shall remain unchanged.

SECTION 2. This Ordinance shall take effect on _____, 2015.

I HEREBY CERTIFY that the foregoing Ordinance No. 80-_____ was adopted by the Council of the City of Warren at its meeting held on _____, 2015.

PAUL WOJNO
City Clerk

Published: _____

55564



September 30, 2015

Mr. Scott C. Stevens
Council Secretary
Mayor Pro Tem
City of Warren

CITY ATTORNEY'S OFFICE
ONE CITY SQUARE, SUITE 400
WARREN, MI 48093-5285
(586) 574-4671
FAX (586) 574-4530
www.cityofwarren.org

Re: Proposed ordinance to amend Chapter 41, Section 41-155 regulating storm water runoff for new or redeveloped project sites

Dear Council Secretary Stevens:

Attached is a proposed amendment to Chapter 41, Section 41-155 of the Code of Ordinances to regulate post-construction storm water runoff for new and redeveloped project sites. The City of Warren is currently operating under a State of Michigan issued jurisdictional general National Pollution Elimination System (NPDES) permit for discharges from its Municipal Separate Storm Sewer System (MS4). Under the permit requirements, the City must submit annual reports. The State also occasionally audits permit holders to ensure compliance. In the most recent audit results, the State mandated that the City enact an ordinance that regulates and monitors storm water runoff from certain larger development or redevelopment project sites.

In order to comply with the State permit regulations, this proposed ordinance requires the owner of a property of certain larger development or redevelopment sites to apply for and receive a permit ensuring that the owner of the property develop or redevelop and maintain the property in a way that complies with the storm water management practices listed in the most recent version of the Macomb County Public Works Office Procedures and Design Standards for Storm Water Management. Additionally, the proposed ordinance allows the City to continue to inspect the site for compliance and provides that a violation of the ordinance is a municipal civil infraction. The City Attorney's Office is also working with various city departments to amend the site plan review section of the Zoning Ordinance to include storm water runoff as a consideration in site plan approval.

Please place this item on the next regular scheduled agenda for consideration and adoption. If you need any further information, please feel free to call me at extension 4527.

Respectfully,


Caitlin Murphy
Assistant City Attorney

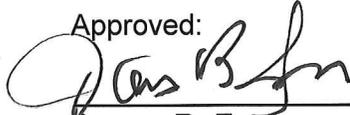
CM/j ID 56264
Attachments

cc: David Monette, W.W.T.P.
Todd Schaedig, W.W.T.P.
Greg Paliczuk, Building
James Van Havermaat, Engineering
Ron Wuerth, Planning

Read and Concur:


Mary Michaels
Acting City Attorney

Approved:


James R. Fouts
Mayor

ORDINANCE NO. 80-_____

AN ORDINANCE TO AMEND CHAPTER 41, WATER AND SEWERS, SECTION 41-155 OF THE CODE OF ORDINANCES RELATING TO POST-CONSTRUCTION STORM WATER RUNOFF FOR NEW AND REDEVELOPED PROJECTS.

THE CITY OF WARREN ORDAINS:

SECTION 1. That Chapter 41, Article III, Division 4, Section 41-155 of the Code of Ordinances of the City of Warren, Michigan,

WHICH PRESENTLY READS AS FOLLOWS:

Sec. 41-155. - Reserved.

IS HEREBY AMENDED TO READ AS FOLLOWS:

Sec. 41-155. – Reserved. Post-Construction Storm Water Runoff.

- (a) **Purpose.** The purpose of this Section is to establish requirements and standards for discharging and treating storm water runoff in the City of Warren that comply with the Federal National Pollutant Discharge System (NPDES) storm water regulations, administered by the State of Michigan, pursuant to MCL 324.3103, for all new development or redevelopment projects. The City of Warren holds a State of Michigan issued jurisdictional general permit for discharges from its Municipal Separate Storm Sewer System (MS4). The permit, incorporating State and Federal rules and regulations, requires the City to manage post-construction storm water runoff from new development and redevelopment projects throughout the City of Warren.
- (b) **Definitions.**
- (1) Responsible Party is the legal owner(s) of the property.
 - (2) Post-Construction Storm Water Runoff is the storm water that flows from a Project Site after completion of a Development or Redevelopment Project.
 - (3) The Project Site is any area on the Development or Redevelopment Project where there is Earth Disturbance.
 - (4) The Minimum Treatment Volume is the first inch of the Post-Construction Storm Water Runoff. The Minimum Treatment Volume is calculated by the formula listed in the Michigan Department of Environmental Quality (MDEQ) Post-Construction Storm Water

Runoff Controls Program Compliance Assistance Document, as amended (SWCAD).

- (5) Water Quality Treatment Performance Standard is removal of a minimum of 80 percent of total suspended solids (TSS) as compared with uncontrolled runoff; or limiting TSS discharge concentrations to no more than 80 milligrams per liter.
- (6) Channel Protection Performance Standard is maintaining Post-Construction Storm Water Runoff and peak flow rate at or below the existing level for all storms up to the 2-year, 24-hour event.
- (7) Existing Level is the runoff volume and peak flow rate from the land use immediately preceding the Development or Redevelopment Project.
- (8) Earth Disturbance is any activity which removes ground cover, changes the slope or contours of the land, or exposes the soil surface to the actions of wind and rain. It includes, but is not limited to, excavation, surface grading, filling, landscaping, or removal of vegetative roots.
- (9) A Development or Redevelopment Project is a construction project involving a public or private property where there is either:
 - (i) an earth disturbance of one acre or more; or
 - (ii) an earth disturbance of less than one acre, but that is part of a larger common plan of development or sale that would disturb one acre or more.

(c) **Applicability.**

- (1) This Section applies to all Development or Redevelopment Projects where Post-Construction Storm Water Runoff flows into a MS4.

(d) **Macomb County Public Works Office's Procedures and Design Standards for Storm Water Management (PDSSM).**

- (1) Unless otherwise provided, for purposes of this Section, all measurements or calculations are determined by the methods and definitions provided in the most recent version of the PDSSM;

(e) **Requirements.** Unless the Engineering Department provides the Responsible Party a written exemption, the Responsible Party shall do all of the following:

- (1) Before beginning construction, apply for and receive a storm water runoff permit from the City of Warren.
 - (i) The permit application shall include a storm water management plan that complies with the storm water criteria, source controls, site controls, and storm water management practices listed in the most recent version of the PDSSM, including but not limited to:

- (ii) Post-development, site-specific structural and vegetative Best Management Practices (BMPs) designed, installed, and maintained to:
 - a. treat the Minimum Treatment Volume to the Water Quality Treatment Performance Standard; and
 - b. achieve the Channel Protection Performance Standard;
- (iii) If the TSS concentrations in the Minimum Treatment Volume do not exceed 80 milligrams per liter, the Responsible Party shall provide site-specific documentation attesting to the TSS concentrations; and
- (iv) An operation and maintenance plan that ensures maximum design performance.

(2) Develop and maintain the property in conformity with the permit.

(f) Enforcement.

- (1) Nonexclusive remedy.
 - (i) The City of Warren retains all remedies available to it through other sections of the Code of Ordinances, including but not limited to remedies available through public nuisance and blight proceedings.
- (2) Permit Compliance. To ensure permit compliance, the City of Warren may do any one or more of the following:
 - (i) have the Director of Public Service stop construction on a project until the Responsible Party provides adequate assurances that the requirements of this Section will be implemented;
 - (ii) access the property for intermittent inspections by the Building, Engineering, Waste Water Treatment, or other city department;
 - (iii) require the Responsible Party to connect to the public storm sewer system;
 - (iv) perform any necessary BMP maintenance or corrective actions that the Responsible Party neglects to perform; or
 - (v) impose any other requirements necessary.
- (3) Costs. The City of Warren may require the Responsible Party to reimburse it for costs associated with ensuring permit compliance.
- (4) Penalty.
 - (i) A violation of this Section is a municipal civil infraction, punishable by a fine of not less than one hundred dollars (\$100.00) but not more than one thousand dollars (\$1,000.00) per violation; and/ or costs; assessments; and damages and expenses, as provided by MCL 600.8727(3).
 - (ii) The judge or magistrate may also order:
 - a. corrective action to remedy the violation;

- b. reimbursement to the City for documented enforcement costs; and
- c. any other appropriate legal or equitable action.

Cross-reference – Municipal civil infraction imposition of costs § 1-17.

SECTION 2. This Ordinance shall take effect on _____, 2015.

I HEREBY CERTIFY that the foregoing Ordinance No. _____ was adopted by the Council of the City of Warren at its meeting held on _____.

PAUL WOJNO
City Clerk

Published: _____, 2015



CITY ATTORNEY'S OFFICE
ONE CITY SQUARE, SUITE 400
WARREN, MI 48093-5285
(586) 574-4671
FAX (586) 574-4530
www.cityofwarren.org

October 5, 2015

City Council
City of Warren

**Re: NILI 2011 LLC, EETBL LLC and INVESTMENT REALTY SERVICES LLC
d/b/a SBYC GARNER LLC v CITY OF WARREN**
USDC-ED 2:15-CV-13392-GAD-RSW
Hon. Gershwin A. Drain

Dear Honorable Council:

Please be advised that the above lawsuit was served on the City of Warren on or about September 30, 2015 and a copy of the same was forwarded to you by the City Clerk on that date.

Plaintiffs, NILI 2011 LLC, EETBL LLC and Investment Realty Services LLC (doing business as SBYC Garner LLC), brought a class action suit in United States District Court for the Eastern District of Michigan to challenge the constitutionality of Warren's property maintenance ordinance. Specifically, plaintiffs allege that the amendments, insertions, and additions to the International Property Maintenance Code (IPMC) contained in section 28-2 violate the Fourth Amendment and the Due Process clause of the 14th amendment. Plaintiffs claim that Warren's property maintenance ordinance does not give enough time to correct alleged deficiencies and that it fails to allow for a meaningful opportunity to be heard before deprivation of property. In addition, they allege that the language of the ordinance is unconstitutionally vague about the standards required, and that searches of rental properties pursuant to the ordinance are unreasonable under the Fourth Amendment. Plaintiffs allege that all persons and entities who have paid fines for civil infractions in the City of Warren under the IPMC and the City Code since 2002, and all those who have made repairs pursuant to a deficiency report issued by the City without being provided with notice of the violation or the ability to appeal such a determination to an impartial board, are similarly situated, and request that the court certify them as a class with the named plaintiffs as representatives.

Letter to City Council
October 5, 2015
Page 2

Please place this matter on the next regular agenda to schedule a closed session regarding this litigation pursuant to Section 8(e) of Public Act 267 of 1976. At the time Council convenes the closed session, a two-thirds roll call vote is required.

Respectfully,



Mary Michaels
Acting City Attorney

MM/vlt NILI 2011 LLC-Mayor and Council letters ID 57358

cc: James R. Fouts, Mayor



PLANNING DEPARTMENT

ONE CITY SQUARE, SUITE 315
WARREN, MI 48093-5283
(586) 574-4687
FAX (586) 574-4645
www.cityofwarren.org

October 6, 2015

TO: Scott C. Stevens, Secretary
Warren City Council

FROM: Planning Commission

RE: REQUEST TO REZONE PROPERTY; located on the northwest corner of Ten Mile and Schoenherr Roads; 13355 Ten Mile; from present zoning classification R-2, Two Family Residential District, to C-2, General Business District; Section 23; REDICO (Paul Stodulski).

At a public hearing on September 14, 2015, the Planning Commission adopted a resolution pertaining to the above-captioned matter. The resolution, as adopted, is a recommendation to the City Council to APPROVE the rezoning from its present zoning classification R-2, Two Family Residential District to C-2, General Business District.

You will find attached herewith a copy of the petitioner's letter, location map, staff findings and recommendation, resolution, minutes and concept plans in connection with this matter.

Please schedule this matter for formal action by the City Council. If you have any questions or need additional information, please contact the Planning Director, Ronald Wuerth.

Thank you for your cooperation in this matter.

Respectfully submitted,

Read and Concur:

Handwritten signature of Jason McClanahan in black ink.

Jason McClanahan
Commission Secretary

Handwritten signature of James R. Fouts in black ink.

James R. Fouts
Mayor

/jah

Attachments



September 19, 2015

Paul Stodulski
1 Town Square, Ste 1600
Southfield, MI 48076

FILE COPY

PLANNING DEPARTMENT

ONE CITY SQUARE, SUITE 315
WARREN, MI 48093-5283
(586) 574-4687
FAX (586) 574-4645
www.cityofwarren.org

RE: REQUEST TO REZONE PROPERTY; located on the northwest corner of Ten Mile and Schoenherr Roads; 13355 Ten Mile; from present zoning classification R-2, Two Family Residential District, to C-2, General Business District; Section 23; REDICO (Paul Stodulski).

Dear Mr. Stodulski:

At its public hearing of September 14, 2015, the Planning Commission adopted a resolution pertaining to the above captioned matter. The resolution, as adopted, is a recommendation to the City Council that the formal request to rezone property, specifically identified pursuant to a legal description in said resolution, from R-2 to C-2, be APPROVED by City Council, and more specifically:

It is recommended that the rezoning request "R-2", Two Family Residential District, to "C-2," General Business District be APPROVED.

The property in question is adjacent to numerous zoning districts, "O" Office, "C-1" Local Business District, "C-3" Wholesale and Intensive Business District, "M-1" Light Industrial District and residential districts (R-1-C and R-1-P). The intersection of Ten Mile and Schoenherr Roads and a half mile in all directions is considered an intensive business node area. The variety of zoning districts is supported with the variety of existing uses.

The Planning Commission recently recommended approval for a property located east of the this site at Schoenherr and Ten Mile Roads to be rezoned from "C-1" Local Business District to "C-3" Wholesale and Intensive Business District.

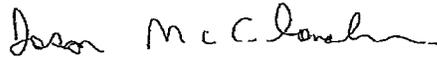
The area will continue to add new uses creating a business district in place of the former Bi-County hospital use. The roadway system is mostly in place to handle any additional load to the vehicular capacity, however a traffic analysis may be required in the future to determine if roadway widening north of this site on Schoenherr Road would be beneficial.

The proposed rezoning meets the standards set forth in both the policy plan and the comprehensive master plan of the City of Warren.

The formal resolution will be forwarded to the City Council, together with the plan, minutes and Finding & Recommendation in connection with said matter, when the Planning Commission approves the minutes from the September 14, 2015 hearing.

Please do not hesitate to contact our office, should you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Jason McClanahan".

Jason McClanahan
Commission Secretary

/jah

cc: Ronald F. Wuerth
City Attorney
Barbara Rossman

6.c REZONING REQUEST "R-2" to "C-2"

Section 23

REDICO (Paul Stodulski)

September 14, 2015

Page 1

FINDINGS

1. The petitioner is requesting that property located on the northwest corner of Ten Mile and Schoenherr Roads be rezoned; from the present zoning "R-2", Two Family Residential District, to "C-2", General Business District.
2. **CHARACTERISTICS OF THE PROPERTY IN QUESTION CAN BE SUMMARIZED AS FOLLOWS:**
 - a) **SIZE AND DIMENSIONS OF PROPERTY:** A rectangular parcel measuring 760.53 ft. x 1,232.45 ft. with 760.53 ft. of frontage along Zagaiski Ave., 1,232.45 ft. of frontage along Schoenherr Road and 759.51 ft. of frontage along Ten Mile Road.
 - b) **PRESENT USE:** Vacant Bi-County Community Hospital.
 - c) **PRESENT ZONING:** R-2, Two Family Residential District.
3. **CURRENT STATUS OF APPLICATION**
 - a) The Planning Commission, pursuant Article XXIV, Changes and Amendments, Section 24.01, Division 1. Procedure for standard rezoning or Section 24.10, Division 2. Procedure for Rezoning with conditions of the Zoning Ordinance, must provide a report and recommendation to City Council for any rezoning requests that alter or change zoning district boundaries.
 - b) The present hearing will be the initial formal review of this application by the Planning Commission.
 - c) On August 19, 2015 notice was given in the Warren Weekly for the public hearing before the Planning Commission.
 - d) On May 19, 2003, the Planning Commission APPROVED the withdrawal of the site plan for an operating room addition originally approved on November 4, 2002.
 - e) On April 7, 2003, the Planning Commission APPROVED plans for a surgical room addition to an existing Bi-County Hospital.
 - f) On November 4, 2002, the Planning Commission APPROVED plans for an operating room addition measuring approx. 105 ft. x 203 ft. and containing 39,180 sq. ft.
 - g) On June 15, 1998, the Planning Commission APPROVED plans for a two story irregularly shaped emergency room addition measuring approx. 60 ft. x 115 ft.

6.c REZONING REQUEST "R-2" to "C-2"

Section 23

REDICO (Paul Stodulski)

September 14, 2015

Page 2

- h) On March 9, 1998, the Planning Commission APPROVED plans for the relocation of modular offices from a location aside the emergency portion of the hospital to a location near the west property line. A parking lot expansion measuring 88 ft. x 202 ft. would be constructed southeast of the medical office building.
- i) On March 8, 1993, the Planning Commission APPROVED plans for a building addition measuring approximately 105 ft. 3 in. x 155 ft. adjoining the south and west elevations of the hospital.
- j) On July 6, 1981, the Planning Commission APPROVED plans for a storage garage measuring 27 ft. x 65 ft. located 100 ft. from the north property line (Zagaiski Ave.) and 60 ft. from the west property line.
- k) On May 5, 1975, the Planning Commission APPROVED plans for a maintenance garage, two (2) building additions and two (2) parking areas.
 - 1) The maintenance garage measures 27 ft. x 64 ft. and is located east of the hospital and 157 ft. west of Schoenherr Road.
 - 2) The west wing building addition measures 72 ft. x 124 ft. and adjoins the west elevation of the existing hospital.
 - 3) The north wing building addition measures 146 ft. x 146 ft. adjoining the north elevation of the hospital.
 - 4) One parking area measures 190 ft. x 726 ft. and is located north of the proposed north wing addition.
 - 5) A second parking area measures 62 ft. x 511 ft. and is located along the west property line, replacing the helipad and adjoining the existing parking lot south and east.

NOTE: The eight (8) ft. wide greenbelt is required along the west property line abutting the parking area.

- l) On October 7, 1974, the Planning Commission APPROVED plans for an "L" shaped, one story building addition constructed adjoining the east elevation of the hospital.
- m) On February 23, 1973, the Planning Commission APPROVED plans for a building addition to the fourth and fifth floors of the existing hospital. The outside dimensions are 76 ft. 8 in. x 255 ft. 2 in.
- n) On April 12, 1971, the Planning Commission APPROVED plans for two (2)

6.c REZONING REQUEST "R-2" to "C-2"

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parking areas.

- o) On July 27, 1970, the Planning Commission APPROVED plans for two (2) building additions measuring 23 ft. x 65 ft. and 24 ft. x 52 ft. and adjoining the north elevation of the hospital.
- p) On February 10, 1969, the Planning Commission APPROVED plans for a doctor's office measuring 62 ft. x 154 ft. containing three (3) stories, constructed 55 ft. south of the southeast corner of the hospital and 144 ft. west of Schoenherr Road.
- q) On November 25, 1968, the Planning Commission APPROVED plans for three (3) 70 ft. x 70 ft. helipads.

Pad #1 was located along the west property line, 350 ft. north of Ten Mile Road.

NOTE: A six (6) ft. High brick wall was required along the west property line where the helipad abuts the R-1-C zone. The wall was held in abeyance and to be reviewed at the time the property immediately west is developed. The property has since been rezoned to "O", Office District.

Pad #2 was located 175 ft. from the west property line and 430 ft. north of Ten Mile Road.

Pad #3 was located 75 ft. from the west property line and 100 ft. north of Ten Mile Road.

- r) On February 18, 1964, the City Council REZONED the property in question, Bi County Hospital, measuring 759.51 ft. x 1,262.45 ft. and located in the northwest corner of Ten Mile and Schoenherr Roads, from R-1-C, R-1-P, "P" and C-1 to R-2 and as amended by Zoning Map No. 30-112.
- s) On January 27, 1964, the Planning Commission APPROVED plans for an irregularly shaped hospital with overall measurements of 222 ft. x 255 ft.

4. GENERAL DESCRIPTION OF THE SURROUNDING PROPERTIES IS AS FOLLOWS:

- a) The properties to the north, across Zagaiski Ave., are zoned "R-1-C" and "O" and contains single family dwellings and a medical office.
- b) The properties to the east, across Schoenherr Road, are zoned "R-1-C", "R-1-P", "O", C-1, C-3 and M-1 and contain single family dwellings, a car wash (Super Car Wash Express, Inc.), a vacant drive-thru restaurant (formerly Burger King) and a car service center (Morisette).

6.c REZONING REQUEST "R-2" to "C-2"

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- c) The properties to the south, across Ten Mile Road, are zoned "R-1-C", "P", "C-1" and "C-2" and contain a single family residence, a bank (Huntington) and a gasoline station (Mobil).
- d) The property to the west is zoned R-1-P and "O" and contains a medical office building.

5. THE CONCEPT PLAN SUBMITTED BY THE PETITIONER INDICATES THAT:

- a) A Meijer supermarket measuring approximately 357 ft. x 535 ft. and containing 191,352 sq. ft. is proposed setback 273 ft. from the north property line (Zagaiski Ave.), 365 ft. from the east property line (Schoenherr Road), 420 ft. from the south property line (Ten Mile Road), and 36 ft. from the west property line. Also included is an outdoor sales area, outdoor garden center, and drive-thru pharmacy. The concept plan also indicates the potential development of a gas station with convenience store and two (2) developer out lots.
- b) Parking spaces for 734 passenger vehicles would be provided for the main store and 14 passenger vehicles for the convenience store. Parking for 626 spaces is provided along the east property line (Schoenherr Road side) to the supermarket. Parking for 116 spaces is provided south of the proposed supermarket. There are six (6) passenger vehicle spaces to the west of the outdoor garden center. Bicycle rack parking is indicated along the east side of the building (Schoenherr side) and to the west of the outdoor garden center (west side).
- c) Access is provided via one main driveway and one service driveway to Ten Mile Road and one main driveway and one service driveway to Schoenherr Road.
- d) No walls or greenbelts are indicated at this time; however, an eight (8) ft. wide greenbelt would be required along the west property line, as required by the Planning commission who approved site plan dated April 12, 1971 and May 5, 1975. The south 750 ft. abutting the west property line is now zoned "O", Office District and therefore, the greenbelt would not be required. The greenbelt would be required abutting the R-1-P District along the north 474 ft. of the west property line.
- e) Sidewalk exists along Schoenherr and Ten Mile Roads. No sidewalk is present along the south side of Zagaiski Ave.
- f) One (1) trash enclosure is indicated on the site plan to the east of the gasoline convenience center. A trash compactor is also indicated north of the building.
- g) All other improvements on the site would remain as exists.

6.c REZONING REQUEST "R-2" to "C-2"

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6. The petitioner should be apprised of the fact that formal site plan approval before the Planning Commission is required prior to obtaining a building permit, should the City Council grant the rezoning request.

6.c REZONING REQUEST "R-2" to "C-2"

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RECOMMENDATION

The following recommendation is made regarding the rezoning request for the property in question as described above.

It is recommended that the rezoning request "R-2", Two Family Residential District, to "C-2," General Business District be APPROVED.

The property in question is adjacent to numerous zoning districts, "O" Office, "C-1" Local Business District, "C-3" Wholesale and Intensive Business District, "M-1" Light Industrial District and residential districts (R-1-C and R-1-P). The intersection of Ten Mile and Schoenherr Roads and a half mile in all directions is considered an intensive business node area. The variety of zoning districts is supported with the variety of existing uses.

The Planning Commission recently recommended approval for a property located east of the this site at Schoenherr and Ten Mile Roads to be rezoned from "C-1" Local Business District to "C-3" Wholesale and Intensive Business District.

The area will continue to add new uses creating a business district in place of the former Bi-County hospital use. The roadway system is mostly in place to handle any additional load to the vehicular capacity, however a traffic analysis may be required in the future to determine if roadway widening north of this site on Schoenherr Road would be beneficial.

The proposed rezoning meets the standards set forth in both the policy plan and the comprehensive master plan of the City of Warren.

And furthermore recommendations were received from the following divisions and departments:

TAXES: No Delinquent Taxes

RESOLUTION

The Planning Commission of the City of Warren having published Notice of Public Hearing in accordance with the statutes and ordinances governing the same and having held a public hearing thereon on Monday, the 14th day of September, 2015, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan, and having considered the objections raised thereto, Resolves to recommend and does so recommend to the Council of the City of Warren that the following described property, to-wit:

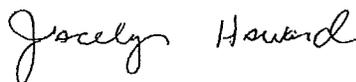
A parcel of land in located in the Southeast ¼ of Section 23, T1N, R.12E, City of Warren Macomb County, Michigan, Parcel Identification number 13-23-476-008 (13355 Ten Mile Road) more particularly described as:

Commencing at the Southeast corner of Section 23, T1n, R.12E, City of Warren, Macomb County, Michigan; thence S88°18'58"W 819.51 ft. along the south line of Section 23 and the centerline of Ten Mile Road (120 ft. wide); thence N01°32'37"W (recorded as N01°29'42"W) 60.00 ft. for a PLACE OF BEGINNING; thence continuing N01°32'37"W (recorded as N01°29'42"W) 1,230.70 ft.; thence the following two (2) courses along the south line of Zagaiski Road (60 ft. wide); N89°12'55"E 162.09 ft. and N87°48'23"E 598.40 ft.; thence S01°30'10"E 1,233.48 ft. along the west line of Schoenherr Road (120 ft. wide); thence S88°18'58"W 759.56 ft. along the north line of said Ten Mile Road to the PLACE OF BEGINNING being a part of the southeast ¼ of said Section 23, containing 21.47 acres of land, more or less, being subject to easement, conditions, restrictions and exceptions of record, if any.

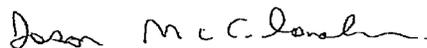
be rezoned from its present zoning classification R-2, Two Family Residential District to zoning classification C-2, General Business District in accordance with the rezoning agreement and map attached hereto and made a part hereof, and in accordance with Ordinance No. 30 of the ordinances of the City of Warren, and further, that said Ordinance No. 30 be amended in accordance herewith.

RESOLUTION adopted at the meeting of September 14, 2015.

CITY OF WARREN PLANNING COMMISSION



Jocelyn Howard, Chairperson



Jason McClanahan, Secretary

Commissioner Rob – Mr. Wuerth, just to have clarification we are not having any site plan changes, that's why it's not going to Board of Appeals am I right?

Mr. Ron Wuerth – There are no site plan changes this is a rezoning, it's an existing site. Parking and building to our knowledge will remain the same.

Commissioner Rob – So it will not go to the Board of Appeals anyway because we are not changing anything?

Mr. Ron Wuerth – It's just as is.

Commissioner Rob – Thank you.

Chair Howard – Just to remind everyone this is a rezoning request not a site plan request and we are looking for that to go to C2. Mr. Secretary roll call please.

ROLL CALL:

The motion carried as follows:

Secretary McClanahan.....	Yes
Commissioner Pryor.....	Yes
Commissioner Rob.....	Yes
Commissioner Robinson.....	Yes
Assistant Secretary Smith.....	Yes
Commissioner Vinson.....	Yes
Chair Howard.....	Yes
Commissioner Karpinski.....	Yes
Vice Chair Kupiec.....	Yes

- C. REQUEST TO REZONE PROPERTY: Located on the northwest corner of Ten Mile and Schoenherr Roads; 13355 Ten Mile; from present zoning classification R-2, Two Family Residential District, to C-2, General Business District, Section 23; REDICO (Paul Stodulski).

PETITIONERS PORTION:

Mr. Tim McCafferty – I'm with REDICO and I've got some of my project team here with me. Nicole Jackson from the Henry Ford Health Systems, John Drain from REDICO, Chris Jones from Meijer, and Lyle Wynn with AEW.

We are here tonight to look for rezoning of the old Henry Ford Hospital site from R2 to C2 business general. We have been

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September 14th, 2015

working with Henry Ford for some time on the disposition of the hospital and seeking the highest and best use for the property. We've come to believe that there is a void of retail uses in the area and limited opportunities for other kinds of uses. So in our relationship with Meijer we contacted them and Meijer took a look at this site and the area and thought that this would be a great opportunities for one of their stores at that site. So I'm going to have Lyle Wynn from AEW talk about the plan, not that we are here for site plan approval we just wanted to share with you what we are looking to do.

Chair Howard – Thank you very much sir we appreciate that.

Mr. Lyle Wynn – I'm with Anderson Eckstein and Westrick and our address is 51301 Schoenherr Road. We have been retained by Meijer's to help them through the rezoning process and site plan process. What we have here tonight is a plan that outlines the various zonings that are on this project. What I have up on the board here is a colorized version of what you have in your packet. Essentially the property is zoned R2 we are seeking a C2 zoning. The surrounding properties are a mixture of zoning districts everything from office to light industrial C1, C2, C3, and residential so there's quite a mixture of uses surrounding the property.

So what we've put together here is showing in conceptually, and I know it's not a site plan we will have a lot more details to work through if we get past this stage. What we have is a Meijer facility with the merchandizing and the grocery operations. With that is a drive thru pharmacy as well as the outdoor garden area attached to that up at the corner is a gas station convenient store. Now what we also show is two parcels that we retained by REDICO, one fronting 10 Mile Road the second one fronting Schoenherr Road. What we want to note is through these lots the driveway access would not be onto either of the major roads they would be internally into the site not separate driveways. So that's the concept we have now we have reviewed this with the Department of Roads in terms of driveway locations and the widening that would be required to get entry into the site and it's reflect in this plan here.

Meijer's is really trying to save trees where they can and at the corner of Schoenherr and 10 Mile Road there are some larger trees there and the goal is to save those trees. We really want to try and proceed forward as quickly as possible, they are excited about the project. I know you are the recommending body and if Council takes action to approve this we are ready with Meijer's to start submitting a

site plan. We will work through the details as they come up with the project as we go through that.

Secretary McClanahan reads the following correspondence:

TAXES: No Delinquent Taxes.

Mr. Ron Wuerth reads the recommendation of the Staff:

PUBLIC HEARING:

Ms. Susan Robinson – I have a lot of questions and concerns. I live at 13206 E. Ten Mile in a home that my father built in the 40s and thankfully is still our family home. I'd like to know where the store is going to face?

Chair Howard – If you can pose your questions to this body then this body will then in turn ask that to the petitioner, but please state your concerns.

Ms. Susan Robinson – My concerns are traffic and crime. With just a little medical office building now I have a hard time getting in the left turn lane because people drive the left turn lane because they think it's a third lane for them, I have to go around them to get into my driveway. All I see is escalation more traffic luckily we already have five lanes on 10 Mile I know they don't on Schoenherr. There are seven homes on the south side of that street and we are going to see all that traffic.

Ms. Tom Satawa – I live at 13235 Zagaiki Avenue, we are the first street north of that proposed site. You obviously don't turn from Zagaiki onto Schoenherr after three in the afternoon because it's already a two light cycle to get out if you're lucky. Within 15 minutes of this corner we have six Meijer's how many more do we need. The worse thing is the traffic. Like I said at five o'clock it's two or three light cycles to get out or you have to turn right on Schoneherr go turn around at Walgreens or 10 Mile and Meijer's is going to do nothing but make it ridiculous, you can widen it three more lanes and it's still going to be ridiculous.

Mr. Bill Anderson – I live at 13240 Ten Mile Road I live right next to Susan Robinson. I have pretty much the same concerns as her. As a sidebar my dad worked on the farm where the proposed Meijer's is I'm not so sure he'd be thrilled with it, he passed away 50 years ago. We are senior citizens, almost all seven of us. Right now we think there's limited crime and the traffic is a concern of ours.

Ms. Marcy Webster – I live at 1324 Zagaiski, I have a few concerns about this being a Meijer. One mostly it's not so much the car traffic as it is the supply trucks that would be coming in. Is the loading zone going to be on the back facing our street or will it be on the side or the front of the building on the 10 Mile side. I'm concerned about crime, shoplifters running into our backyards trying to hide from security.

Other concerns are noise, right now it's a quiet pleasant community we really like living there we have the wetlands that are there it feels safe. Now there will be things like car alarms, noise, people talking, 24 hour of continuous activity, Meijer's is 24 hours so this would be also, lighting is a problem my bedroom faces that property so I'd see the lights and hear the car alarms going off so that's certainly an issue. With a grocery store there's always the garbage concern rodent population concerned for my property as well as the wetlands with that in mind. The smell so I'd like a wall maybe with trees to protect us from litter, noise, garbage, smell, light, and the crime if possible. It sounds like it's not really an option to ask for there not to be a Meijer's across the street from us at this point.

I also worry about property value going down with this being a mostly an industrial and commercial use people don't want to live with that in their front yard so I do worry about my property value because of that. With the amount of people does the community support having another giant store or will it be something that will be empty again in a few years like the Kmart not too far from us.

Construction concerns debris, noise, dust, the pollutants that are going to be in the air from a big construction project like that, construction equipment that's going to be tying up the area around us. Will anything spill over into our street, will we have to deal with construction equipment on our street these are all concerns. One of the issues we had is we had a big problem when it was a hospital of employees coming over to smoke on our street and leaving a lot of debris and litter. I think if a wall with trees were up and there was no driveway access to our street and it was completely blocked off that would certainly be helpful.

Mr. Ken Price – I live at 13421 Zagaiski, again that's the street just north of this property. One problem we have currently is traffic Zagaiski is the only street between Frazho and 10 Mile with an exit off of Schoenherr. There's a lot of traffic that already cuts through that area. We have child and grandchildren that like to play out front and we worry all the time about somebody getting hurt. If there's a Meijer's going in I can see a lot of people zipping in and out up and

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down that street and that's a very scary thing for us as parents and grandparents.

I love Meijer's I shop there all the time we have about six of them within 10 to 15 minutes from us. All we ask is if Meijer's does go in that it's done properly and safely. Put yourselves in our place would you want one across the street from you?

Mr. Robert Walsh – I live at 13265 Zagaiki. I'm concerned about the traffic a wall and trees would be nice, I worry about property values.

Chair Howard – I do want the Commissioners to note that this is just a rezoning request they are going to come back to us for a site plan approval. What we have before us right now is a rezoning request.

MOTION:

A motion was made by Vice Chair Kupiec to approve, supported by Commissioner Vinson.

COMMISSIONERS PORTION:

Assistant Secretary Smith – Listening to some of the concerns that some of the residents had I can understand what they are saying. They need to know at this point and time this is just a rezoning it doesn't deal with the actual site plan. As far as the driveways that they were concerned about according to the concept plan that we were presented there are no driveways coming from that Meijer parking lot onto Zagaiki Street at all. That street is not going to be affected by any traffic coming out of the Meijer because there's no driveway coming out onto that street at all. So as far as the site plan approval goes that hasn't been approved yet so therefore your concerns could possibly be addressed at that time.

Commissioner Rob – I know we are talking about zoning right now, but there are a lot of concerns I recommend that when you do the site plan consider the traffic and the other stuff the residents have said. If it's going to be done the residents want it done in a proper way so I recommend you bring a good site plan to the table.

Mr. Lyle Wynn – I agree with that.

Vice Chair Kupiec – To the concerns of the public in the neighborhood, I've had the opportunity of working with Meijer's in another site development in the City of Warren and I can say that they work with professionalism, integrity, and they will respond to the needs of the residents. So keep in mind when the site plan comes

available you'll have a chance to voice your opinions. They talked about greenbelts and saving trees it's been my experience that they've been very good about this.

Chair Howard – I would say that we have a plethora of issues before us and again we don't have a site plan. I am in the area so I'll be having my eye there I'm not that far from you. I am very happy that you indicated that the large trees that were on the site that those would be preserved that was one of my questions today regarding that. When you addressed that in your initial comments I respect you for that. In terms of the traffic flow you're going to come back to us and give us a traffic pattern flow that would address the concerns of the neighbors, and I would also suggest sir that while you're in that phase that you have some type of Town Hall meeting with the neighbors so they can see your concept plan and address their concerns. It is a very lovely neighborhood there, there are some greenbelts there was well as the wetlands so I know they do want to preserve that area. Did you have any additional comments that you wanted to address sir?

Mr. Lyle Wynn – I don't want to go into specifics yet but I do respect the comments from the public, they are valid. We certainly will be taking a look at those and take those under consideration. I know some of the design features we are talking about will address those comments and we will work through the information and work with the Department of Roads as well, regarding the traffic.

Chair Howard – Thank you sir. I'll turn it over to the Commission for action again this is merely a rezoning request to C2 roll call please.

ROLL CALL:

The motion carried as follows:

Vice Chair Kupiec.....	Yes
Secretary McClanahan.....	Yes
Commissioner Pryor.....	Yes
Commissioner Rob.....	Yes
Commissioner Robinson.....	Yes
Assistant Secretary Smith.....	Yes
Commissioner Vinson.....	Yes
Chair Howard.....	Yes
Commissioner Karpinski.....	Yes

- D. SITE PLAN APPROVAL FOR PARKING LOT ADDITION: Located on the southeast corner of Schoenherr Road and Leonard Avenue; Section 36; 21944 Schoenherr; Jeffrey Najor.

Mary Clark CER-6819
September 14th, 2015

REQUEST TO REZONE PROPERTY; located on the north west corner of Ten Mile and Schoenherr Roads; 13355 Ten Mile; from present zoning classification R-2, two family residential, to C-2, General Business District; Section 23; REDICO (Paul Stodulski).



Warren Planning Department
One City Square, Suite 315
Warren, MI 48093

Office: 586-574-4687
CityofWarren.org





September 18, 2015

Scott C. Stevens, Council Secretary
Mayor Pro Tem

DEPARTMENT OF PUBLIC SERVICE
ONE CITY SQUARE, SUITE 320
WARREN, MI 48093-5284
(586) 574-4604
FAX (586) 574-4517
www.cityofwarren.org

RE: Resolution for 8451 Jewett Nuisance Abatement

Honorable Council Secretary:

The approval of a resolution is necessary for collection proceedings relating to the removal of a house at 8451 Jewett which is under the nuisance abatement program.

Attached, please find the appropriate resolutions 1 and 2 and place on the **October 13, 2015 consent agenda** for a City Council Meeting **November 10, 2015** to review and confirm Special Assessment Roll No. 471.

Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Sabaugh".

Richard D. Sabaugh, Director
Department of Public Service

Read and Concur,

Approved:

A handwritten signature in blue ink, appearing to read "Roxanne R. Carostelli".
City Attorneys Office

Read and Concur,

Approved:

A handwritten signature in blue ink, appearing to read "James R. Fouts".
James R. Fouts, Mayor

RDS/al
Cc: Mayor
Building
Treasurer
Controllers
City Clerk
Assessor

RECEIVED

SEP 18 2015



City Attorney's Office

September 18, 2015

DEPARTMENT OF PUBLIC SERVICE

ONE CITY SQUARE, SUITE 320

WARREN, MI 48093-5284

(586) 574-4604

FAX (586) 574-4517

www.cityofwarren.org

City Attorney:

RE: Fire damaged one story house (579 square feet) with crawl space. Remove two 5' gates at east side and debris from fire at rear at:

8451 Jewett
13-27-327-022

Interested Parties: Harold G. Wilhoite

LOT 2912 – PIPER'S VAN DYKE SUBDIVISION NO. 10, as recorded in Liber 8, Page 69 of Plats, Macomb County Records.

Interested Parties Harold G. Wilhoite

Please be advised that the nuisance at the above-noted location has been completed through efforts of the City as directed by the Nuisance Abatement Board of Appeals. Please institute collection proceedings including but not limited to any civil action which may be available.

Cost incurred by the City in effecting the abatement of this nuisance is as follows:

Demolition Bid # RFQ-W-PS171	\$4,150.00
Asbestos Survey	\$ 203.00
City Administrative Fees	<u>\$1,092.50</u>
Total	<u>\$5,445.50</u>

It is recommended these cost be charged to the property owner under proposed Special Assessment Roll No. 471. A Certificate of Abatement will be issued at a later date.

Sincerely,

Richard D. Sabaugh, Director
Department of Public Service

cc: Mayor
Division of Building
Property Maintenance
City Controller
City Clerk
City Assessor
Treasurer

**1st SAR Nuisance Resolution
8451 Jewett (13-27-327-022)**

RESOLUTION

A _____ Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, _____ at 7:00 p.m. Eastern Time in the Council Chamber of the Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilmember: _____

ABSENT: Councilmember: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____:

The Nuisance Abatement Board of Appeals held a public appeal hearing on the Hearing Officer's nuisance determination, and adopted a resolution upholding the Hearing Officer's determination that a nuisance existed upon the following described Property ("Property"):

LOT 2912 – PIPER'S VAN DYKE SUBDIVISION NO. 10, as recorded in Liber 8, Page 69 of Plats, Macomb County Records.

Owner(s): Harold G. Wilhoite

The Nuisance Abatement Board of Appeals ordered abatement of the nuisance within **60 days** of the public appeal hearing and if the nuisance was not abated within the time

limit, the Nuisance Abatement Board of Appeals directed the Director of Public Service to direct the removal of the nuisance. The City Clerk has notified the Property owner(s) of the Nuisance Abatement Board of Appeals Resolution, and order of nuisance removal.

The Property owner(s) failed to remove the nuisance within the time period prescribed by the Nuisance Abatement Board of Appeals.

The Director of Public Service obtained removal of the nuisance by demolition pursuant to the Resolution of the Nuisance Abatement Board of Appeals.

The Director of Public Service has filed this report of the work done and the expenses incurred in the abatement of the nuisance.

NOW, THEREFORE, IT IS RESOLVED, that the City Council does hereby determine that the following charges shall be levied as a special assessment against the Property indicated:

<u>PROPERTY</u>	<u>CHARGES</u>
Parcel No. 13-27-327-022 also known as 8451 Jewett	\$5,445.50

IT IS FURTHER RESOLVED, that the City Assessor is hereby instructed to prepare a special assessment roll in accordance with the above determination and designate the name by which the roll shall be known.

IT IS FURTHER RESOLVED, that the special assessment roll shall be divided into ten (10) annual installments, and that the deferred installments of the special assessment roll shall bear interest at the rate of 8 (8%) per cent per annum.

IT IS FURTHER RESOLVED, that the special assessment roll shall be certified by the City Assessor and filed with the City Clerk. The City Clerk shall give notice by certified mail to the owner(s) of the Property upon which the aforesaid charges are levied, stating the basis for the assessment, the amount thereof, and the property affected, and giving the

Property owner(s) until the 10th day of November, 2015, for payment to be made. The notice shall further state that if payment is not made before the said 10th day of November, 2015, a public hearing shall be held on the aforesaid date before the City Council in the Council Chamber of the Community Center, 5460 Arden, Warren, Michigan 48092 at 7:00 p.m. Eastern _____ Time, for the purpose of hearing any objections to said special assessment roll as prepared.

AYES: Councilmember: _____

NAYS: Councilmember: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, _____.

Scott C. Stevens
Council Secretary
Mayor Pro Tem

CERTIFICATION

STATE OF MICHIGAN)
)SS.
COUNTY OF MACOMB)

I, PAUL WOJNO, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, _____.

PAUL WOJNO
City Clerk

**2nd SAR Nuisance Resolution
8451 Jewett (13-27-327-022)**

RESOLUTION

A _____ Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, _____, at 7:00 p.m. Eastern _____ Time, in the Council Chamber of the Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilmember: _____

ABSENT: Councilmember: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____:

By resolution adopted _____, the City Council determined to levy a special assessment against the following described Property;

Parcel No. (13-27-327-022) also known as 8451 Jewett

The City Assessor has prepared a special assessment roll to Levy a special assessment against the Property indicated:

PROPERTY

CHARGES

Parcel No. 13-27-327-022 also known as 8451 Jewett

\$5,445.50

LOT 2912 – PIPER'S VAN DYKE SUBDIVISION NO. 10, as recorded in Liber 8, Page 69 of Plats, Macomb County Records.

Owner(s): Harold G. Wilhoite

The special assessment roll has been certified by the City Assessor and filed with the City Clerk;

The City Clerk has given notice by certified mail on _____ to the owners of the Property upon which the aforesaid charges are levied, stating the basis for the assessment, the amount thereof, and the Property affected, and giving the property owners until the 10th day of November, 2015, for payment to be made;

Payment has not been made, and a public hearing having been held on November 10, 2015, after notice of the hearing having been given to the Property owners, in the notice described above;

NOW, THEREFORE, IT IS RESOLVED, that the special assessment roll in the following amount and bearing the following roll number is hereby confirmed as presented by the City Assessor:

SPECIAL ASSESSMENT NO. 471 - \$5,445.50

IT IS FURTHER RESOLVED, that the special assessment roll shall be divided into ten (10) annual installments, the first installment(s) shall be due on July 1, 2016, and the subsequent installment(s) shall be due on July 1 of each and every year thereafter, bearing interest at the rate of eight (8%) per cent per annum, commencing on August 1, 2016.

IT IS FURTHER RESOLVED, that the installments of the special assessment roll shall be collected in the manner required by the appropriate provisions of Chapter 33, of the Code of Ordinances of the City of Warren.

AYES: Councilmember: _____

NAYS: Councilmember: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, _____.

Scott C. Stevens
Council Secretary
Mayor Pro Tem

CERTIFICATION

STATE OF MICHIGAN)
)SS.
COUNTY OF MACOMB)

I, PAUL WOJNO, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, _____.

PAUL WOJNO
City Clerk