



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, May 26, 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 May 12, 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 establish an Industrial Development District (IDD) for Art Van Furniture, 6500 E. 14 Mile Road, Warren, MI in Section 4. CONSIDERATION AND ADOPTION OF A RESOLUTION.
 - b) **PUBLIC HEARING:** Request for the Consideration of P.A. 198 Industrial Facilities Tax Exemption for Art Van Furniture, located at 6500 E. Fourteen Mile Road, Warren, Michigan, in Section 4. CONSIDERATION AND ADOPTION OF A RESOLUTION.
 - c) **PUBLIC HEARING:** Request to review and confirm Special Assessment Roll No. 462 related to 7255 Fisher, Nuisance Abatement. CONSIDERATION AND ADOPTION OF A RESOLUTION.

10 CORRESPONDENCE FROM THE MAYOR:

- a) Request of the Library Commission to award a contract for Architectural/Engineering services for the Construction of the new Busch Branch Library to Partners in Architecture, PLC in an amount not to exceed \$150,000.00. CONSIDERATION AND ADOPTION OF A RESOLUTION.
- b) Request of the Engineering Division to extend award of cooperative purchase of mosquito prevention briquettes TRI-W-8976 to Univar in the amount of \$51,150.00 CONSIDERATION AND ADOPTION OF A RESOLUTION.
- c) Request of the Police Department for an increase in Budgeted Revenue and Appropriations in the amount of \$28,000.00 to account for the receipt of a Homeland Security Grant Program (HSGP)-2014 Urban Areas Security Initiative Training Grant. CONSIDERATION AND ADOPTION OF A RESOLUTION.
- d) Request of the Police Department to award the purchase of one (1) 2015 Chevrolet Tahoe Police Vehicle to Berger Chevrolet in the total amount of \$29,920.00 through the Oakland County Cooperative Fleet Contract #4181. CONSIDERATION AND ADOPTION OF A RESOLUTION.
- e) Request of the Purchasing Division to waive the bidding procedure and authorize one (1) year of software maintenance service (used by Water, Assessing and Treasurer' Office) to the sole source provider BS&A in the annual amount of \$39,113.00. CONSIDERATION AND ADOPTION OF A RESOLUTION.
- f) Request of the Waste Water Treatment Plant to award bid ITB-W-9149 for Cationic Organic Emulsion Polymer Flocculent to the sole bidder, Polydyne Inc., for a three (3) year period with an option to renew for an additional three (3) year period, followed by one (1) additional year period. The price of \$1.15 per pound will be for the first three (3) years for an amount not to exceed \$38,000.00 annually or \$114,000.00 over the initial three year period. CONSIDERATION AND ADOPTION OF A RESOLUTION.
- g) Request of the Housing Commission to authorize payment directly to United Refrigeration in lieu of payment to Holiday Heating, LLC in the amount of \$31,875.90 for furnace/air conditioner units supplied by Holiday Heating for installation at the Senior Housing complex. CONSIDERATION AND ADOPTION OF A RESOLUTION.
- h) Request of the Mayor to confirm the appointment of Amy Katz to the Senior Health Care Commission, she replaces Erin O'Mara with an expiration of term on July 1, 2017. Also request to confirm Gary McMenamini to the Senior Health Care Commission, he replaces Janet Silvestri with an expiration of term on July 1, 2017. CONSIDERATION AND ADOPTION OF A RESOLUTION.

11 MISCELLANEOUS CORRESPONDENCE:

- a) Request to repeal amendments to Appendix A, Article IV-A, Sections 4A.11: Alcoholic Liquors, Article II, Requirement; Prohibited Activities. An Ordinance regulating the size of signs advertising alcoholic liquors for the City of Warren, relating to zoning. (Approved 5/12/15). CONSIDERATION AND ADOPTION OF A RESOLUTION
 - 1. CONSIDERATION AND ADOPTION OF AN ORDINANCE amending Zoning Ordinance No. 30 of the City of Warren, Appendix A, Article IV-A, Sections 4A.11, 4A.14 and 4A.61 relating to the regulation of signs (Second Reading-CORRECTION of approval from 5/12/15).
 - 2. CONSIDERATION AND ADOPTION OF AN ORDINANCE to amending Chapter 4, Article II of the Code of Ordinances by adding Section 4-9A, and amending Chapter 4, Article II, Section 4-12 relating to regulation of signs advertising alcohol. (Second Reading-CORRECTION of approval from 5/12/15).

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) Council Secretary/Mayor Pro Tem: Scott C. Stevens in RE: Request to schedule Town Hall Meeting with State Legislator's to solicit input from residents about roads.

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 Jeffery Falbo v City of Warren, MCCC Case No. 15-1468-NF. Hon. Diane Druzinski.
- b) Request to review and confirm Special Assessment Roll No. 463 related to 20749 Plumhoff, Nuisance Abatement. **CONSIDERATION AND ADOPTION OF A RESOLUTION TO SET PUBLIC HEARING:** Hearing date June 23, 2015

**WARREN CITY COUNCIL
REGULAR MEETING
May 12, 2015**

A Regular Meeting of the Warren City Council was called for Tuesday, May 12, 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:

David Griem, City Attorney
Renee Rezak, Budget Director
Gina Hensley, Community Development
Rob Maleszyk, City Controller
Gus Ghanam, Deputy Public Service Director
Skip McAdams, Fire Commission
Lee Zumbrunnen, Union 1250
Phil Easter, Human Resource Director
James Van Havermaat, City Engineer

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

All Council members were present.

4. **ADOPTION OF THE CONSENT AGENDA**

Motion:

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Motion to approve made by Councilman Green and supported motion made by Councilwoman Colegio.

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 Stevens and supported motion made by Councilwoman Colegio. With the amendment of adding item 14a-Councilman Stevens request to name playground after Deanna Seifert.

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

6. **APPROVAL OF THE MINUTES**

a) **Minutes of the Regular Meeting of April 28, 2015**

Motion:

Motion to approve made by Councilman Warner and supported motion made by Councilwoman Colegio.

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:

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May 12, 2015
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Motion to approve was made by Councilman Stevens and supported motion made by Councilman Warner.

Roll Call:

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

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

b) **Water & Sewer System**

Motion:

Motion to approve was made by Councilman Stevens and supported 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 Sadowski	Yes
Councilman Boccomino	Yes
Councilman Warner	Yes
Councilman Green	Yes
Chairman St. Pierre	Yes

8. **ANNOUNCEMENTS-Resolutions presented for Sierra Club and Wrestlers of Lincoln High School and a Bowler from Lincoln High School.**

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

a) **(Postponed 3/24/15) PUBLIC HEARING: CONSIDERATION AND ADOPTION OF A RESOLUTION to amend Appendix A, Article IV-A, Sections 4A.11: Alcoholic Liquors, Article II, Requirement; Prohibited Activities. An Ordinance regulating the size of signs advertising alcoholic liquors for the City of Warren, relating to zoning. (Second Reading).**

Motion:

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

Roll Call:

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

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

- b) **PUBLIC HEARING: CONSIDERATION AND ADOPTION OF A RESOLUTION** approving a **REQUEST TO REZONE PROPERTY:** located on the northwest corner of Groesbeck Highway and Nine Mile Road; from the present zoning classification M-2; Medium Light Industrial District to M-3, Medium Heavy Industrial District; 23055 Groesbeck; Section 26; Michael Solar, Warren Eastside Concrete (Robert Tobin) petitioner.

Motion:

Motion to approve was made by Councilman Stevens and supported 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 Warner	Yes
Councilman Boccomino	Yes
Councilwoman Colegio	Yes
Councilman Green	Yes
Chairman St. Pierre	Yes

10 CORRESPONDENCE FROM THE MAYOR:

- a) **CONSIDERATION AND ADOPTION OF A RESOLUTION** Approving the recommended 2015/2016 fiscal year budget.

Motion:

Motion to approve was made by Councilman Green with amendments and supported motion made by Councilman Sadowski.

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Roll Call:

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

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

- b) Request of City Treasurer, Carolyn Kurkowski Mocerri, to approve the first of three (3) one (1) year contract extensions to Lasercom, LLC., as offered in original bid ITB-W-8945, in an amount not to exceed \$12,353.00.
CONSIDERATION AND ADOPTION OF A RESOLUTION.

Motion:

Motion to approve was made by Councilwoman Colegio and supported motion made by Councilman Green.

Roll Call:

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

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

- c) CONSIDERATION AND ADOPTION OF A RESOLUTION to award bid and approve contract for City Project P-15-595, Lorraine Avenue Pavement Rehabilitation (ITB-W-9121) with Zuniga Cement Construction, Inc., the low bidder, in an amount not to exceed \$627,624.50, and authorizing the Mayor and Clerk to execute a contract.

Motion:

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

Roll Call:

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

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

- d) Proposed Resolution approving Catch Basin Repair Project No. 11 and authorizing a Chapter 20 Drain petition to Macomb County Public Works Office, releasing \$750,000.00. CONSIDERATION AND ADOPTION OF A RESOLUTION.

Motion:

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

Roll Call:

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

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

- e) Request of the Fire Department, Police Department, and Department of Public Works to award bid ITB-W-8977, Board Up Services to four (4) bidders on a rotating basis, for a four (4) year period, with the option to extend for three (3) additional two (2) year periods: Concraft, Insurance Services Construction, M. J. White and Son, and Signal Restoration Services. CONSIDERATION AND ADOPTION OF A RESOLUTION.

Motion:

Motion to approve was made by Councilman Green and supported motion made by Councilman Warner.

Roll Call:

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

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

- f) Request of the Fire Department for an increase in Budgeted Revenues and Appropriations of funds in the amount of \$79,546.00 to account for the receipt of the 2014 Assistance to Firefighters Grant through the Federal Emergency Management Agency for the purchase of 25 sets of personal protective equipment bunker gear, with a City Match of 10% or \$7,954.00. CONSIDERATION AND ADOPTION OF A RESOLUTION.

Motion:

Motion to approve was made by Councilman Warner and supported 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 Sadowski	Yes
Councilman Boccomino	Yes
Councilman Stevens	Yes
Councilman Green	Yes
Chairman St. Pierre	Yes

- g) Request of the Police Department for an increase in Budgeted Revenues and Appropriations of funds in the amount of \$3,450.00 to account for the receipt of a 2013 Homeland Security Grant Program, Urban Areas Security Initiative. This grant will be used to purchase two highly mobile low profile ballistic shields for the City of Warren SWAT Team. CONSIDERATION AND ADOPTION OF A RESOLUTION.

Motion:

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

Roll Call:

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

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

- h) Request of Public Service Director for an additional appropriation of funds- Special Assessment Revolving Fund, Nuisance Abatement, in the amount of \$350,000.00 for the demolition of dangerous structures.
CONSIDERATION AND ADOPTION OF A RESOLUTION.

Motion:

Motion to approve was made by Councilman Stevens and supported 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 Sadowski	Yes
Councilman Boccomino	Yes
Councilwoman Colegio	Yes
Councilman Warner	Yes
Chairman St. Pierre	Yes

- i) Request of the Public Service Department to award bid ITB-W-9167 to demolish a 1.25 story house located at 25167 Kaltz to the sole bidder, International Construction, Inc. in the total amount of \$12,900.00.
CONSIDERATION AND ADOPTION OF A RESOLUTION.

Motion:

Motion to approve was made by Councilman Stevens and supported 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 Warner	Yes
Councilman Boccomino	Yes
Councilwoman Colegio	Yes

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Councilman Green	Yes
Chairman St. Pierre	Yes

- j) Request of the Department of Public Works to award purchase of Rock Salt for a one (1) year period, through a cooperative purchasing effort with the City of Farmington Hills, to Detroit Salt Company, in the amount of \$58.90 per ton, for an amount not to exceed \$918,840.00, for the 2015/ 2016 winter season. CONSIDERATION AND ADOPTION OF A RESOLUTION.

Motion:

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

Roll Call:

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

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

- k) Request of the Water Division to award purchase of Vactor Sewer Cleaning equipment and repairs for a two (2) year period, to the sole source provider, Jack Doheny Supplies, estimated in an annual amount not to exceed \$35,000.00, or a two (2) year grand total not to exceed \$70,000.00. CONSIDERATION AND ADOPTION OF A RESOLUTION.

Motion:

Motion to approve was made by Councilman Stevens and supported 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 Sadowski	Yes
Councilman Boccomino	Yes
Councilman Warner	Yes
Councilman Green	Yes
Chairman St. Pierre	Yes

WARREN CITY COUNCIL
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- l) Request of the Department of Public Works to authorize the purchase of Heil (packer trucks) and Elgin (street sweeper) repair parts and repairs as necessary, from the sole authorized distributor in the State of Michigan, Bell Equipment Company, for a two (2) year period. The estimated annual expenditure amount is \$45,000.00 or a two (2) year estimated total expenditure of \$90,000.00. CONSIDERATION AND ADOPTION OF A RESOLUTION.

Motion:

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

Roll Call:

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

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

- m) Request of Community Development to approve 30 day notice of intent to sell City owned property at 11161 Sunburst, a home that was purchased and rehabilitated with NSP1 funds. CONSIDERATION AND ADOPTION OF A RESOLUTION.

Motion:

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

Roll Call:

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

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

WARREN CITY COUNCIL
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- n) Request of the Mayor for Council approval of the appointment of Claudette Robinson to the Planning Commission, replacing Patricia A. Sullivan, with a term expiration of June 30, 2015.

Motion:

Motion to approve made by Councilwoman Colegio and supported motion made by Councilman Sadowski.

Voice Vote:

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

11 MISCELLANEOUS CORRESPONDENCE:

- a) Request of Phil Easter, Human Resource/Risk Manager to approve settlement of Franklin Aday v City of Warren, United States Federal District Court Case No. 2-11-CV-15325-SJM-MKM, as discussed in closed session. CONSIDERATION AND ADOPTION OF A RESOLUTION.

Motion:

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

Roll Call:

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

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

- b) Request of Keith Bovenschen School PTO to be recognized as a Non-Profit Organization operating within the City of Warren. CONSIDERATION AND ADOPTION OF A RESOLUTION.

Motion:

WARREN CITY COUNCIL
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Motion to approve made by Councilman Boccomino and supported motion made by Councilman Sadowski.

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.

13 Council – Calendar of Pending Matters

14 COUNCIL BUSINESS:

- a) Request of Councilman Stevens to name playground located at 9 Mile and Federal after Deanna Seifert.

Motion:

Motion to approve made by Councilman Boccomino and supported motion made by Councilman Sadowski.

Voice Vote:

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

15 ADJOURNMENT

Motion:

A motion to adjourn was made by Councilwoman Colegio and supported motion made by Councilman Boccomino.

Voice Vote

A voice vote was taken on the motion and all "Ayes" were recorded. The motion carried (7-0). The meeting adjourned at 8:33 p.m.

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

CITY OF WARREN
 BILLS TO BE APPROVED FOR PAYMENT
 REGULAR MEETING OF MAY 26, 2015
 SUMMARY PAGE

FUND	FUND NAME	TOTAL DISBURSEMENTS
101	GENERAL FUND	\$ 533,944.88
202	MTF ACT 51 MAJOR OPERATNG	117,161.29
203	MTF ACT 51 LOCAL OPERATNG	67,406.90
204	2011 LOCAL STREET R&M	289,029.63
208	RECREATION SPEC REVENUE	55,778.91
226	SANITATION SPECIAL REV	113,304.72
230	RENTAL ORDINANCE REVENUE	1,260.63
250	COMMUNICATIONS	12,192.76
262	POLICE TRAINING FUND	2,420.63
271	LIBRARY SPECIAL REVENUE	31,640.10
273	CDBG ENTITLEMENT FUND	79,341.92
277	H.O.M.E.	39.10
278	HOUSING OPPORTUNITIES	45,040.65
279	NSP - 1	77,823.12
280	NSP - 3	896.88
494	DDA ADMINISTRATION FUND	308.91
536	SENIOR HOUSING - STILWELL	6,883.64
537	SENIOR HOUSING-JOS. COACH	20,274.90
702	CASH BOND FUND	7,500.00
750	PAYROLL REVOLVING FUND	113,025.09
801	S/A REVOLVING FUND	<u>1,463.00</u>
	TOTAL CITY DISBURSEMENTS	<u>\$ 1,576,737.66</u>

CITY OF WARREN
 BILLS TO BE APPROVED FOR PAYMENT
 REGULAR MEETING OF MAY 26, 2015

GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	99998	37TH DISTRICT COURT	4481924	45.00
LEGAL		COURT FILING FEE-STILWELL		
101	13470	COMERICA COMML CARD SRVC	4481888	360.00
CLERK		CRIMINAL BACKGROUND CHECK		
101	13470	COMERICA COMML CARD SRVC	4481889	10.00
LEGAL		COURT FILING FEES		
101	99998	COURT OFFICER	4481925	30.00
LEGAL		COURT FILING FEE-STILWELL		
101	80029	DELTA DENTAL OF MICHIGAN	4481914	38,146.52
VARIOUS		DENTAL INSURANCE PREMIUMS		
101	324	DTE ENERGY	4481891	45,416.50
VARIOUS		ELECTRIC SERVICE		
101	323	DTE ENERGY	4481892	2,367.83
VARIOUS		ELECTRIC SERVICE		
101	324	DTE ENERGY	4481894	29.23
HIGHWAY STREET LIGHTING		ELECTRIC SERVICE		
101	323	DTE ENERGY	4481918	590.35
VARIOUS		ELECTRIC SERVICE		
101	80023	GOLDEN DENTAL PLANS	4481915	2,323.87
VARIOUS		DENTAL INSURANCE PREMIUMS		
101	13015	PAETEC	4481921	48.41
37TH DISTRICT COURT		PHONE SERVICE		
101	14433	PAETEC TELEPHONE	4481922	4,927.21
VARIOUS		TELEPHONE SERVICE		
101	14433	PAETEC TELEPHONE	4481923	1,998.19
VARIOUS		TELEPHONE SERVICE		
101	14743	USA MOBILITY WIRELESS INC	4481917	90.37
D P W GARAGE		WIRELESS PAGERS		
101	12239	VERIZON WIRELESS	4481919	2,172.24
VARIOUS		CELLULAR SERVICE		
101	11094	XO COMMUNICATIONS LLC	4481920	49.21
ADMIN UNALLOCATED EXPENSE		MONTHLY PHONE SERVICE		
101	16150	21ST CENTURY MEDIA	554370	282.13
VARIOUS		ADVERTISEMENT		
101	13180	AARON A HILGENDORF	554243	150.00
37TH DISTRICT COURT		COURT APPOINTED ATTORNEY		
101	16217	ACROSS THE STREET	554373	346.50
FIRE DEPARTMENT		TRAINING PROGRAM		
101	15858	ADRIAN D CRANFORD	554351	150.00
37TH DISTRICT COURT		COURT APPOINTED ATTORNEY		
101	34	AJAX TRAILERS LLC	554075	89.38
D P W GARAGE		EQUIPMENT SUPPLY		
101	7775	ALL SEASONS OUTDOOR EQUIP	554157	626.70
D P W GARAGE		EQUIPMENT SUPPLY		
101	43	ALLIE BROTHERS INC	554076	1,163.20
FIRE DEPARTMENT		UNIFORMS		
101	7543	ALLIED EAGLE SUPPLY CO	554156	509.68
BUILDING MAINTENANCE		MAINTENANCE SUPPLY		

CITY OF WARREN
 BILLS TO BE APPROVED FOR PAYMENT
 REGULAR MEETING OF MAY 26, 2015

GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	99998	AMANDA STEELE	554408	67.40
		37TH DISTRICT COURT JURY DUTY		
101	8236	AMERICAN SOCIETY OF APPRAISERS	554164	695.00
		ASSESSING DUES		
101	13532	ANDREA C IRONS	554257	425.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	9457	ANDREW M CANU	554185	100.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	14966	ANN PAUTA	554314	35.00
		ZONING BOARD OF APPEALS BOARD OF APPEALS		
101	12485	ANTHONY J PENNA	554232	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	99998	ANTONIO IACONA	554409	33.50
		37TH DISTRICT COURT JURY DUTY		
101	7481	APOLLO FIRE APPARATUS	554155	1,965.60
		VARIOUS VEHICLE MAINTENANCE		
101	731	AT&T	554096	169.95
		37TH DISTRICT COURT MONTHLY PHONE SERVICE		
101	13199	AVIS CHOULAGH LAW PLLC	554244	425.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	13908	B & L TRUCK EQUIPMENT	554268	92.60
		D P W GARAGE VEHICLE MAINTENANCE		
101	126	BELL EQUIPMENT CO	554077	217.51
		D P W GARAGE EQUIPMENT SUPPLY		
101	99998	BENJAMIN DEMPSEY-KLOTT	554411	119.90
		37TH DISTRICT COURT JURY DUTY		
101	136	BINSON'S HOME HEALTH	554078	255.00
		FIRE DEPARTMENT MEDICAL SUPPLY		
101	15187	BOBS SPECIALTY COMPANY	554321	2,474.58
		VARIOUS OPERATING SUPPLY		
101	10776	BOUND TREE MEDICAL	554199	1,090.50
		FIRE DEPARTMENT MEDICAL SUPPLY		
101	3090	BRANCH TREE SERVICE INC	554128	2,430.00
		D P W GARAGE TREE TRIMMING/REMOVAL		
101	99998	BRIAN MEEHAN	554412	32.70
		37TH DISTRICT COURT JURY DUTY		
101	12558	BRIAN SCHAF	554235	275.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	9234	BROADSPIRE SERVICES, INC.	554180	957.35
		ADMIN UNALLOCATED EXPENSE CONVERSION FEES		
101	13339	BROADSPIRE-A CRAWFORD CO	554251	77,034.75
		VARIOUS LOSS FUND REIMBURSEMENT		
101	3521	BRONNERS CHRISTMAS	554131	9,700.00
		BEAUTIFICATION DECORATIONS		
101	184	C & G PUBLISHING INC	554079	1,363.90
		VARIOUS PUBLIC NOTICE		
101	11646	CARL HAUSWIRTH	554217	25.00
		BUILDING INSPECTIONS REIMBURSEMENT		

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	99998	CATHERINAE TSOUROULLIS	554413	39.50
		37TH DISTRICT COURT JURY DUTY		
101	215	CENTRAL OIL CO	554080	2,215.02
		D P W GARAGE OIL PRODUCTS		
101	99998	CHARLENE KASSAB	554414	25.50
		37TH DISTRICT COURT JURY DUTY		
101	16021	CHARLES J PRYOR	554357	35.00
		PLANNING PLANNING COMMISSION		
101	99998	CHARLES KOPPMANN	554416	39.50
		37TH DISTRICT COURT JURY DUTY		
101	222	CHESTER BOOT SHOP	554081	299.90
		POLICE DEPARTMENT SHOES/BOOTS		
101	14483	CHRISTOPHER ALAYAN	554285	350.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	99998	CHRISTOPHER DUBARRY	554417	33.70
		37TH DISTRICT COURT JURY DUTY		
101	11296	CHRISTOPHER PRESS DDS PC	554209	177.50
		37TH DISTRICT COURT DRUG COURT DENTAL SERVICE		
101	7132	CHRISTOPHER T FISCHER	554151	225.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	11219	CINTAS FIRST AID & SAFETY	554208	574.12
		BUILDING MAINTENANCE FIRST AID SUPPLY		
101	1203	CITY OF WARREN	554108	5,678.29
		VARIOUS WATER SERVICE		
101	1209	CITY OF WARREN	554110	152.29
		VARIOUS PETTY CASH		
101	1211	CITY OF WARREN	554111	81.16
		CRIME COMMISSION PETTY CASH		
101	1215	CITY OF WARREN	554112	190.74
		FIRE DEPARTMENT PETTY CASH		
101	1945	CITY OF WARREN	554121	48.50
		CLERK PETTY CASH		
101	16005	CLASS 'A' TRAINING CENTER	554356	7,116.00
		37TH DISTRICT COURT DRUG COURT EXPENSE		
101	9144	COLONIAL TITLE	554179	712.00
		BUILDING INSPECTIONS TITLE SEARCH		
101	6425	COMMERCIAL JANITORIAL	554147	240.00
		D P W GARAGE MAINTENANCE SUPPLY		
101	12207	COMPLETION HOUSE INC	554225	2,400.00
		37TH DISTRICT COURT DRUG COURT REHABILITATION		
101	14635	COMPONE ADMINISTRATORS	554291	4,997.72
		WORKERS COMPENSATION		
101	14756	CREST FORD, INC	554301	262.21
		D P W GARAGE VEHICLE MAINTENANCE		
101	14678	D & D HOLDING LLC	554293	219.50
		POLICE DEPARTMENT VEHICLE MAINTENANCE		
101	8698	D TODD WILLIAMS	554170	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	12624	DANIEL ARM	554238	250.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	8893	DATA MEMORY SYSTEMS	554175	71.50
		FIRE DEPARTMENT	SOFTWARE UPGRADE	
101	16069	DAVID BEAN	554360	25.00
		BUILDING INSPECTIONS	REIMBURSEMENT	
101	8396	DAVID PUTRYCUS	554165	475.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	9336	DAVID WORDEN	554183	350.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	99998	DEANNA SPICHER-HALL	554418	35.70
		37TH DISTRICT COURT	JURY DUTY	
101	12229	DEBORAH WHYMAN	554228	725.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	13214	DEKA BATTERIES	554245	66.04
		BUILDING MAINTENANCE	BATTERIES	
101	11163	DELL MARKETING L P	554207	892.03
		POLICE DEPARTMENT	COMPUTER SUPPLY	
101	80100	DELTA DENTAL OF MICHIGAN	554405	17,206.01
		VARIOUS	RETIREEES DENTAL INSURANCE	
101	80101	DELTA DENTAL OF MICHIGAN	554406	22,844.71
		VARIOUS	P&F RETIREEES DENTAL	
101	8133	DEPENDABLE WHOLESALE INC	554163	2,071.75
		D P W GARAGE	HEAVY DUTY TIRE REPAIR	
101	313	DES MOINES STAMP MFG CO	554084	31.05
		37TH DISTRICT COURT	STAMPS	
101	15428	DIANA SHKRELI	554331	300.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	13332	DIGIGRAPHX	554249	144.00
		POLICE DEPARTMENT	UNIFORM	
101	99998	DOMINIC MALERBI	554419	33.50
		37TH DISTRICT COURT	JURY DUTY	
101	99998	DONNA KHOURY	554420	34.30
		37TH DISTRICT COURT	JURY DUTY	
101	99998	DOUGLAS BURG	554421	68.00
		37TH DISTRICT COURT	JURY DUTY	
101	15996	DR RONALD FENTON	554355	1,052.87
		37TH DISTRICT COURT	MEDICAL SERVICES	
101	12257	DRAMATIC GRAPHICS	554229	766.50
		ADMIN UNALLOCATED EXPENSE	PROMOTIONAL SUPPLY	
101	16364	DRS FOSTER & SMITH INC	554387	391.52
		ANIMAL RIGHTS COMMISSION	ANIMAL WELFARE SUPPLIES	
101	99998	DRUMEL WATSON	554422	34.50
		37TH DISTRICT COURT	JURY DUTY	
101	99998	DWAYNE HALL	554423	13.50
		37TH DISTRICT COURT	JURY DUTY	
101	16286	EDNA M KARPINSKI	554376	35.00
		PLANNING	PLANNING COMMISSION	

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	99998	EDWARD BETLEJ	554424	33.70
		37TH DISTRICT COURT JURY DUTY		
101	8494	ELDER FORD INC	554167	114.00
		D P W GARAGE VEHICLE MAINTENANCE		
101	13813	ELITE PEST MANAGEMENT	554267	114.00
		VARIOUS PEST CONTROL		
101	99998	EMANUELA PEDIC	554425	67.00
		37TH DISTRICT COURT JURY DUTY		
101	99998	ERICA ROGERS	554426	80.50
		37TH DISTRICT COURT JURY DUTY		
101	12584	EVERETT MURPHY	554236	20.00
		BUILDING INSPECTIONS REIMBURSEMENT		
101	7359	FEDERAL PIPE & SUPPLY	554154	111.11
		D P W GARAGE MAINTENANCE SUPPLY		
101	15450	FEMMININEO ATTORNEYS PLLC	554334	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	405	FIRE EXTINGUISHER SALES	554086	1,913.75
		FIRE DEPARTMENT EXTINGUISHER SERVICE		
101	14607	FLEET PRIDE HEAVY DUTY	554289	2,148.63
		D P W GARAGE AUTO PARTS		
101	13932	GARRETT DOOR CO	554270	190.00
		FIRE DEPARTMENT OVERHEAD DOOR SERVICE		
101	10996	GEMINI FORMS & SYSTEMS	554202	4,054.14
		VARIOUS PRINTING		
101	13343	GENIE PALMER	554252	262.88
		COUNCIL OF COMMISSIONS BANQUET SUPPLY		
101	15475	GENUINE PARTS COMPANY	554337	249.51
		D P W GARAGE VEHICLE PARTS		
101	4750	GEORGE LASKA	554137	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	99998	GERMAINE BURNS	554428	13.30
		37TH DISTRICT COURT JURY DUTY		
101	99998	GJETO IVAZAJ	554429	38.90
		37TH DISTRICT COURT JURY DUTY		
101	15273	GOLD COIN LAUNDRIES LLC	554324	537.46
		FIRE DEPARTMENT LAUNDRY SERVICE		
101	80109	GOLDEN DENTAL PLAN	554407	81.46
		CITY RETIREMENT RETIREES DENTAL INSURANCE		
101	80023	GOLDEN DENTAL PLANS	554403	2,278.69
		CITY RETIREMENT RETIREES DENTAL PREMIUMS		
101	9029	GORDON FOOD SERVICE INC	554178	179.03
		ADMIN UNALLOCATED EXPENSE PARTY ROOM/BANQUET SUPPLY		
101	10875	GOV CONNECTION INC	554200	2,091.01
		VARIOUS COMPUTER EQUIPMENT		
101	99998	HEATHER FITZPATRICK	554430	34.50
		37TH DISTRICT COURT JURY DUTY		
101	14558	HENRY BRASZA	554287	35.00
		ZONING BOARD OF APPEALS BOARD OF APPEALS		

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101	12473	HERITAGE BRICK & MARBLE	554231	36.54
		BRICK PAVERS		
101	6187	HOME DEPOT CREDIT SERVICE	554146	1,247.31
VARIOUS		MAINTENANCE SUPPLY		
101	671	INDEPENDENT NEWSPAPERS	554093	274.83
CLERK		NOTICES		
101	537	INDUSTRIAL BROOM SERVICE	554088	325.00
D P W GARAGE		EQUIPMENT SUPPLY		
101	16148	INLINE TUBE	554369	100.00
D P W GARAGE		VEHICLE MAINTENANCE		
101	13601	J & B MEDICAL SUPPLY	554263	207.48
VARIOUS		EMS SUPPLY		
101	9807	J & P AUTO ELECTRIC	554190	98.00
D P W GARAGE		VEHICLE MAINTENANCE		
101	8889	J ERICH GOETZ	554174	225.00
37TH DISTRICT COURT		COURT APPOINTED ATTORNEY		
101	11712	JACQUELINE R WRIGHT	554219	50.00
37TH DISTRICT COURT		COURT APPOINTED ATTORNEY		
101	99998	JAMES DUMARS	554431	112.81
REVENUES		WEED BILL REFUND		
101	16282	JAN OVERHEAD DOOR MFG CO	554375	504.95
POLICE DEPARTMENT		EQUIPMENT MAINTENANCE		
101	99998	JANET HEMRY	554432	25.50
37TH DISTRICT COURT		JURY DUTY		
101	15595	JASON MCCLANAHAN	554342	35.00
PLANNING		PLANNING COMMISSION		
101	14210	JEAN BECHER	554275	35.00
ZONING BOARD OF APPEALS		BOARD OF APPEALS		
101	99998	JEFFREY COOPER	554434	119.90
37TH DISTRICT COURT		JURY DUTY		
101	99998	JEFFREY MICHIRINA	554435	38.10
37TH DISTRICT COURT		JURY DUTY		
101	9298	JENNIFER CHUPA	554182	350.00
37TH DISTRICT COURT		COURT APPOINTED ATTORNEY		
101	14217	JENNIFER VIGUS	554277	35.00
ZONING BOARD OF APPEALS		BOARD OF APPEALS		
101	11162	JESSICA BROWN	554206	38.95
LEGAL		COURT REPORTING SERVICE		
101	14378	JOCELYN HOWARD	554281	35.00
PLANNING		PLANNING COMMISSION		
101	14869	JOHN ELKHOORY	554309	350.00
37TH DISTRICT COURT		COURT APPOINTED ATTORNEY		
101	99998	JOHN PATTERSON	554436	33.10
37TH DISTRICT COURT		JURY DUTY		
101	99998	JOHN POLANSKY	554437	34.50
37TH DISTRICT COURT		JURY DUTY		
101	2231	JOHN R SPRING & TIRE CTR	554122	663.47
D P W GARAGE		VEHICLE MAINTENANCE		

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	13598	JOHN S KUPIEC	554262	35.00
		PLANNING	PLANNING COMMISSION	
101	13314	JOHNSON CONTROLS INC	554248	1,417.00
		VARIOUS	HVAC MAINTENANCE	
101	99998	JONATHON LESZCZYNSKI	554438	33.90
		37TH DISTRICT COURT	JURY DUTY	
101	99998	JOSEPH DANIEL	554439	38.70
		37TH DISTRICT COURT	JURY DUTY	
101	13584	JOSEPH E GENETTE	554260	25.00
		BUILDING INSPECTIONS	REIMBURSEMENT	
101	14088	JR SERVICES GROUP LLC	554273	5,602.76
		PROPERTY MAINTENANCE	WEED MOWING SERVICES	
101	13986	JUDE SOYAD	554272	100.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	4330	JUDY FURGAL	554134	35.00
		ZONING BOARD OF APPEALS	BOARD OF APPEALS	
101	13488	JULES DESCAMPS JR	554254	35.00
		ZONING BOARD OF APPEALS	BOARD OF APPEALS	
101	99998	KAITLYNN BAISDEN	554441	34.90
		37TH DISTRICT COURT	JURY DUTY	
101	99998	KAREN TERRACE	554442	65.40
		37TH DISTRICT COURT	JURY DUTY	
101	15736	KATHLEEN TEMPLIN	554347	330.00
		37TH DISTRICT COURT	3/4 HOUSING	
101	6585	KEITH WILLIAMS	554149	59.90
		INFORMATION SYSTEMS	REIMBURSEMENT	
101	8873	KEVIN SCHNEIDER	554173	500.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	15856	KIMBERLY DIBARTOLOMEO	554350	50.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	10615	KYMBERLY SHINNEMAN	554198	225.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	13336	LANDSCAPE SERVICE INC	554250	13,766.00
		PROPERTY MAINTENANCE	RODENT INSPECTION PROGRAM	
101	14704	LAURA MARJI	554297	50.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	99998	LAURA WASS	554443	121.50
		37TH DISTRICT COURT	JURY DUTY	
101	15337	LAW OFFICE JUSTIN POLLARD	554325	1,025.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	10224	LEE OBERLE	554196	25.00
		BUILDING INSPECTIONS	REIMBURSEMENT	
101	99998	LOLITA TYLER	554444	34.10
		37TH DISTRICT COURT	JURY DUTY	
101	99998	LONNIE HOLMAN	554445	38.70
		37TH DISTRICT COURT	JURY DUTY	
101	99998	LORETTA SAYLE	554446	67.40
		37TH DISTRICT COURT	JURY DUTY	

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101	9871	LOWES HOME IMPROVEMENT	554191	735.34
		VARIOUS MAINTENANCE SUPPLY		
101	7803	LPS PLUMBING INC	554159	565.00
		FIRE DEPARTMENT PLUMBING SERVICE		
101	6531	LYNN JEFFREY EASTIN	554148	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	99998	MACOMB COUNTY	554448	51.00
		CLERK RECORDING FEES		
101	99998	MACOMB COUNTY	554449	75.00
		CLERK RECORDING FEES		
101	661	MACOMB COUNTY FINANCE	554090	4,904.48
		VARIOUS RADIO CHARGES		
101	666	MACOMB COUNTY TREASURER	554092	2,105.00
		TRAILER PARK RENTALS		
101	9794	MACOMB LIBERTY ELECTRIC	554188	130.00
		FIRE DEPARTMENT ELECTRICAL SERVICE		
101	680	MADISON ELECTRIC COMPANY	554094	264.00
		POLICE DEPARTMENT ELECTRIC SUPPLY		
101	9910	MALITA BARRETT	554192	450.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	9739	MARY CLARK	554187	300.00
		PLANNING STENOGRAPHIC SERVICES		
101	8908	MATTHEW BENDER & CO INC	554176	107.63
		LEGAL LAW BOOKS		
101	14695	MATTHEW S ABDO	554296	225.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	13796	MELANIE WEIDMAYER	554266	5,300.00
		CLERK ACCUVOTE PROGRAMMING		
101	99998	MELINDA MOORE	554450	33.30
		37TH DISTRICT COURT JURY DUTY		
101	99998	MELISSA CARNEY	554451	38.70
		37TH DISTRICT COURT JURY DUTY		
101	16281	MEROLLIS CHEVROLET	554374	1,223.02
		D P W GARAGE VEHICLE MAINTENANCE		
101	8730	MERVIN R GROBBEL	554171	10.00
		BUILDING INSPECTIONS REIMBURSEMENT		
101	14729	MI HEALTH CARE PROFESSION	554299	1,226.00
		37TH DISTRICT COURT MEDICAL SERVICES		
101	16346	MICHAEL F MACHERZAK	554383	650.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	16382	MICHAEL STORY	554389	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	12075	MICHELE MARTIN	554223	300.00
		CRIME COMMISSION CLERICAL SERVICES		
101	5686	MICHIGAN DEPT OF TREASURY	554143	10,119.27
		UNCLAIMED PROPERTY		
101	745	MICHIGAN POLICE EQUIPMENT	554098	3,810.00
		ADMIN UNALLOCATED EXPENSE OPERATING SUPPLY		

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101	14429	MICHIGAN STATE POLICE	554284	7,470.00
		POLICE DEPARTMENT REGISTRATION FEES		
101	10013	MIDWEST FENCE COMPANY	554193	995.00
		D P W GARAGE EQUIPMENT SUPPLY		
101	13916	MITCHELL 1	554269	1,324.44
		D P W GARAGE VEHICLE MAINTENANCE		
101	13499	MJ PRINT & IMAGING	554255	6,457.25
		VARIOUS PRINTING SERVICES		
101	12961	MOBILE TESTING SERVICES	554241	500.00
		HUMAN RESOURCES MEDICAL SERVICES		
101	13296	MOTOWN AUTOMOTIVE	554247	1,057.20
		D P W GARAGE VEHICLE SUPPLY		
101	99998	MUNTHER YOUSIF-BASHI	554452	240.00
		REVENUES PERMIT REFUND		
101	13596	NANCY E FOBARE	554261	460.50
		ADMIN UNALLOCATED EXPENSE TUITION REIMBURSEMENT		
101	14965	NATHAN VINSON	554313	35.00
		PLANNING PLANNING COMMISSION		
101	8651	NEOPOST USA INC	554169	2,988.00
		COUNCIL EQUIPMENT SUPPLY		
101	16425	NICOLE MARSHALL	554397	100.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	2785	NORENE S REDMOND	554124	100.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	14977	NYE UNIFORM	554315	3,790.94
		POLICE DEPARTMENT UNIFORMS		
101	15869	OAKLAND PLUMBING CO	554352	299.85
		POLICE DEPARTMENT BUILDING MAINTENANCE		
101	16072	OCAA	554361	10.00
		MEMBERSHIP DUES		
101	329	OCCUPATIONAL HEALTH CENTER	554085	3,172.00
		VARIOUS MEDICAL SERVICES		
101	1017	OFFICE DEPOT	554103	4,141.04
		VARIOUS OFFICE SUPPLY		
101	3987	OFFICIAL TOWING	554132	525.00
		D P W GARAGE TOWING		
101	2548	OVERHEAD DOOR	554123	4,875.00
		D P W GARAGE OVERHEAD DOOR SERVICE		
101	1390	PATRICIA COOPER	554119	400.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	99998	PATRICK M-TAGHAP	554453	119.90
		37TH DISTRICT COURT JURY DUTY		
101	7946	PAUL F ZYBORSKI	554161	175.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	10096	PAUL M MISUKEWICZ	554195	300.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	13643	PAUL STOCKYJ	554264	375.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		

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101	9796	PHILLIP NAHIRNIAK	554189	532.00
		37TH DISTRICT COURT SECURITY SERVICE		
101	16418	PLURALSIGHT LLC	554395	598.00
		INFORMATION SYSTEMS ANNUAL LICENSE FEES		
101	13371	PRAXAIR DISTRIBUTION INC	554253	716.85
		D P W GARAGE OPERATING SUPPLY		
101	891	PRECISION ENVIRONMENTAL	554099	1,036.62
		FIRE DEPARTMENT HVAC SERVICE		
101	14255	PREFERRED TONER SOLUTIONS	554278	691.70
		37TH DISTRICT COURT OFFICE SUPPLY		
101	8492	PRESSURE VESSEL TESTING	554166	280.00
		FIRE DEPARTMENT OPERATING SUPPLY		
101	5432	PRIMA	554140	385.00
		DUES		
101	15572	PRODUCTS UNLIMITED INC	554339	18,963.00
		ADMIN UNALLOCATED EXPENSE TOXIC VAPOR ANALYZER		
101	11404	R & R FIRE TRUCK REPAIR	554212	597.00
		D P W GARAGE VEHICLE MAINTENANCE		
101	8752	REEFER PETERBILT	554172	738.93
		D P W GARAGE VEHICLE MAINTENANCE		
101	11751	RESOLUTION CENTER THE	554221	1,750.00
		37TH DISTRICT COURT MEDIATION SERVICES		
101	99998	RETIREE DRUG SUBSIDY CENT	554454	3,679.09
		REVENUES OVERPAYMENTS		
101	13577	RKA PETROLEUM COMPANIES	554259	9,388.76
		VARIOUS GASOLINE/DIESEL		
101	12219	ROBERT E CRASS	554226	576.00
		37TH DISTRICT COURT DRUG COURT SECURITY		
101	4836	ROBERT SHAYA	554138	175.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	14625	ROMAN T NESTOROWICZ	554290	35.00
		ZONING BOARD OF APPEALS BOARD OF APPEALS		
101	15239	RONALD J PAPANDREA	554323	350.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	99998	RONALD SALOKA	554455	80.50
		37TH DISTRICT COURT JURY DUTY		
101	10327	ROWERDINK INC	554197	407.14
		D P W GARAGE VEHICLE MAINTENANCE		
101	14937	ROY M GRUENBURG	554312	1,700.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	16308	ROYAL TRUCK & TRAILER	554378	966.40
		D P W GARAGE VEHICLE MAINTENANCE		
101	910	RP RABINE EQUIPMENT CO	554100	128.00
		D P W GARAGE MAINTENANCE SUPPLY		
101	11455	SACRED HEART REHAB CTR	554216	4,672.14
		37TH DISTRICT COURT REHABILITATION SERVICES		
101	14419	SANDY JARBOU	554283	300.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	6089	SCHOOLCRAFT COLLEGE	554145	5,175.00
		FIRE DEPARTMENT SEMINAR		
101	7788	SCOTT K AUSILIO	554158	1,000.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	8065	SHERMAN P FAUNCE	554162	700.00
		37TH DISTRICT COURT VISITING JUDGE		
101	12081	SHERRY BRASZA	554224	35.00
		ZONING BOARD OF APPEALS BOARD OF APPEALS		
101	1010	SHERWIN-WILLIAMS	554102	191.72
		VARIOUS MAINTENANCE SUPPLY		
101	15715	SHYLER ENGEL	554346	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	16310	SIGNING PROS LLC	554379	370.00
		COUNCIL INTERPRETER SERVICES		
101	15020	SKYE HOUSE	554318	1,080.00
		37TH DISTRICT COURT DRUG COURT WOMEN'S 3/4		
101	3130	SOFTWARE SYSTEMS	554129	9,307.50
		FIRE DEPARTMENT CONSULTING SERVICE		
101	13016	STATE OF MICHIGAN - MSPLA	554242	358.00
		POLICE DEPARTMENT FINGERPRINTS		
101	99998	STEVEN LESPERANCE	554456	66.40
		37TH DISTRICT COURT JURY DUTY		
101	16427	STEVEN LOCHBILER	554398	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	13518	STEVEN M WATRIPONT	554256	35.00
		ZONING BOARD OF APPEALS BOARD OF APPEALS		
101	14679	SUPER CAR WASH	554294	430.00
		VARIOUS OPERATING SUPPLY		
101	965	SUPPLYDEN INC	554101	1,224.21
		BUILDING MAINTENANCE MAINTENANCE SUPPLY		
101	12222	SUSAN SCHAFER	554227	13.80
		37TH DISTRICT COURT MILEAGE		
101	99998	SYED HUSSAIN	554457	121.50
		37TH DISTRICT COURT JURY DUTY		
101	14899	SYED ROB	554310	35.00
		PLANNING PLANNING COMMISSION		
101	7271	TARGET INFORMATION	554152	352.60
		37TH DISTRICT COURT LEGAL FORMS		
101	1086	TERMINAL SUPPLY CO	554105	1,547.29
		D P W GARAGE VEHICLE MAINTENANCE		
101	14693	THE HARTFORD GROUP	554295	27,023.72
		VARIOUS DISABILITY PREMIUM		
101	7322	THOMAS J TOMKO	554153	200.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	99998	THOMAS NOBLE	554458	66.60
		37TH DISTRICT COURT JURY DUTY		
101	1743	THOMAS SPITZER	554120	300.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	15489	TIMOTHY THOMAS DOTY II	554338	50.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	16183	TOTAL ARMORED CAR SERVICE	554371	85.00
		37TH DISTRICT COURT	ARMORED CAR SERVICE	
101	9254	TRADER RAY TIRE CENTER	554181	1,027.74
		D P W GARAGE	VEHICLE MAINTENANCE	
101	14297	TRI COUNTY INTERNATIONAL	554279	1,492.96
		D P W GARAGE	VEHICLE MAINTENANCE	
101	12712	TRUCK AND TRAILER	554240	395.60
		D P W GARAGE	VEHICLE MAINTENANCE	
101	1156	UTICA RENT ALL INC	554106	170.00
		ADMIN UNALLOCATED EXPENSE	CHAIR RENTAL	
101	16027	VAPORLUX INC	554358	117.00
		BUILDING MAINTENANCE	OPERATOR SUPPLY	
101	11081	VILLAGE PHARMACY	554204	648.45
		37TH DISTRICT COURT	DRUG COURT MEDICATION	
101	16077	WALTER E LEWIS	554362	750.00
		ADMIN UNALLOCATED EXPENSE	PERFORMANCE	
101	15453	WARREN G SMITH JR	554335	35.00
		PLANNING	PLANNING COMMISSION	
101	1241	WARREN PIPE & SUPPLY CO	554113	3.12
		D P W GARAGE	MAINTENANCE SUPPLY	
101	1253	WEINGARTZ SUPPLY	554114	20,697.28
		VARIOUS	EQUIPMENT SUPPLY	
101	10925	WELLS FARGO	554201	180.24
		37TH DISTRICT COURT	COPIER LEASE	
101	1258	WEST GROUP	554115	469.63
		37TH DISTRICT COURT	LAW/REFERENCE BOOKS	
101	1265	WHOLESALE TOOL CO	554116	37.46
		D P W GARAGE	OPERATING SUPPLY	
101	1267	WIEGAND MACK SALES & SERV	554117	3,806.95
		D P W GARAGE	VEHICLE MAINTENANCE	
101	1276	WINDER POLICE EQUIPMENT	554118	1,392.60
		POLICE DEPARTMENT	OPERATING SUPPLY	
101	11091	WOLVERINE FREIGHTLINER	554205	3,457.74
		D P W GARAGE	VEHICLE MAINTENANCE	
101	15583	WOLVERINE POWER SYSTEMS	554341	35.00
		POLICE DEPARTMENT	GENERATOR MAINTENANCE	
101	15937	WORLDWIDE INTERPRETERS	554354	2,043.20
		37TH DISTRICT COURT	INTERPRETING SERVICES	
101	11706	WRIGHT TOOL COMPANY	554218	605.00
		D P W GARAGE	OPERATING SUPPLY	
101	466	WW GRAINGER INC	554087	5,052.92
		VARIOUS	MAINTENANCE SUPPLY	
202	731	AT&T	4481916	72.16
		ROUTINE MAINTENANCE	MONTHLY PHONE SERVICE	

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202	9698	ANDERSON ECKSTEIN	554186	1,377.70
		ROUTINE MAINTENANCE	ENGINEERING SERVICES	
202	665	MACOMB COUNTY DEPT	554091	21,076.33
		TRAFFIC SERVICES	TRAFFIC SIGNAL MAINTENANCE	
202	4332	MICHIGAN JOINT SEALING	554135	94,635.10
		VARIOUS	JOINT/CRACK SEALING	
203	665	MACOMB COUNTY DEPT	554091	4,316.84
		TRAFFIC SERVICES	TRAFFIC SIGNAL MAINTENANCE	
203	4332	MICHIGAN JOINT SEALING	554135	63,090.06
		VARIOUS	JOINT/CRACK SEALING	
204	15375	DIPONIO CONTRACTING INC	554329	73,269.49
		VARIOUS	PAVEMENT RECONSTRUCTION	
204	8560	NTH CONSULTANTS INC	554168	1,279.21
		2011 LOCAL ST REPAIR EXP	CONSULTING SERVICES	
204	11421	VIL CONSTRUCTION INC	554213	214,480.93
		VARIOUS	PAVEMENT RECONSTRUCTION	
208	80029	DELTA DENTAL OF MICHIGAN	4481914	590.91
		RECREATION EXPENDITURES	DENTAL INSURANCE PREMIUMS	
208	323	DTE ENERGY	4481892	1,354.12
		RECREATION EXPENDITURES	ELECTRIC SERVICE	
208	323	DTE ENERGY	4481918	630.38
		RECREATION EXPENDITURES	ELECTRIC SERVICE	
208	80023	GOLDEN DENTAL PLANS	4481915	197.77
		RECREATION EXPENDITURES	DENTAL INSURANCE PREMIUMS	
208	14433	PAETEC TELEPHONE	4481922	662.77
		VARIOUS	TELEPHONE SERVICE	
208	14433	PAETEC TELEPHONE	4481923	589.94
		RECREATION EXPENDITURES	TELEPHONE SERVICE	
208	12239	VERIZON WIRELESS	4481919	76.02
		RECREATION EXPENDITURES	CELLULAR SERVICE	
208	11094	XO COMMUNICATIONS LLC	4481920	207.74
		RECREATION EXPENDITURES	MONTHLY PHONE SERVICE	
208	6698	ALL PRO EXERCISE INC	554150	75.00
		RECREATION EXPENDITURES	EQUIPMENT SERVICE/SUPPLY	
208	11079	ARTS & SCRAPS INC	554203	25.00
			FIELD TRIP	
208	15791	AVANTE ENTERPRISES LLC	554348	170.25
		RECREATION EXPENDITURES	OPERATOR SUPPLY	
208	99998	BAROOL BITTI	554410	32.00
		RECREATION EXPENDITURES	PASS REFUND	
208	7905	BODY IMAGES INC	554160	2,350.00
		RECREATION EXPENDITURES	AEROBICS INSTRUCTOR	
208	16341	CE POLLARD COMPANY	554381	4,395.26
		RECREATION EXPENDITURES	EQUIPMENT INSTALL/SUPPLY	

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
208	14993	CITY ELECTRIC SUPPLY-NOVI	554317	83.76
		RECREATION EXPENDITURES ELECTRICAL SUPPLY		
208	1203	CITY OF WARREN	554108	7,972.60
		VARIOUS WATER SERVICE		
208	12499	EGI SOLUTIONS	554233	957.50
		RECREATION EXPENDITURES DIRECTIONAL SIGNS		
208	3467	GREGORY TRZASKOMA	554130	21,179.00
		RECREATION EXPENDITURES THEATRE		
208	6187	HOME DEPOT CREDIT SERVICE	554146	57.31
		RECREATION EXPENDITURES MAINTENANCE SUPPLY		
208	99998	JAY WELLS	554433	20.00
		RECREATION EXPENDITURES PASS REFUND		
208	15129	JOSEPH BARKER	554320	232.80
		RECREATION EXPENDITURES LINE DANCING INSTRUCTOR		
208	99998	JUNE BRINKMAN	554440	20.00
		RECREATION EXPENDITURES PASS REFUND		
208	12596	KGM DISTRIBUTION	554237	298.00
		RECREATION EXPENDITURES REFRESHMENTS		
208	11370	LISA E BIGGS	554210	937.50
		RECREATION EXPENDITURES GYMNASTICS INSTRUCTOR		
208	15347	LOUIE'S PIZZA	554328	820.28
		RECREATION EXPENDITURES PARTY ROOM/PIZZA SUBS		
208	99998	LURLINE SEARS	554447	95.29
		RECREATION EXPENDITURES REIMBURSEMENT		
208	2805	MICHIGAN USSSA	554125	408.00
		RECREATION EXPENDITURES RECREATION SUPPLY		
208	13499	MJ PRINT & IMAGING	554255	55.00
		RECREATION EXPENDITURES PRINTING SERVICES		
208	4419	NINE MILE RENT-ALL	554136	86.40
		RECREATION EXPENDITURES EQUIPMENT RENTAL		
208	16409	PATRICK ROURKE	554391	100.00
		RECREATION EXPENDITURES ENTERTAINMENT V-E DAY		
208	13371	PRAXAIR DISTRIBUTION INC	554253	223.30
		RECREATION EXPENDITURES OPERATING SUPPLY		
208	891	PRECISION ENVIRONMENTAL	554099	828.88
		RECREATION EXPENDITURES HVAC SERVICE		
208	15433	REACH DIGITAL SOLUTIONS	554332	828.00
		RECREATION EXPENDITURES SOFTWARE LICENSE RENEWAL		
208	13577	RKA PETROLEUM COMPANIES	554259	1,733.60
		GASOLINE/DIESEL		
208	11398	SALVATORES PIZZA	554211	1,063.00
		RECREATION EXPENDITURES PIZZA/SUBS PARTY ROOM		
208	16421	TEA PARTY CASTLE	554396	150.00
		FIELD TRIP		
208	14693	THE HARTFORD GROUP	554295	568.74
		RECREATION EXPENDITURES DISABILITY PREMIUM		
208	16324	THOMAS E VALE	554380	5,275.00
		RECREATION EXPENDITURES ENTERTAINMENT		

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208	466	WW GRAINGER INC	554087	427.79
		RECREATION EXPENDITURES MAINTENANCE SUPPLY		
226	80029	DELTA DENTAL OF MICHIGAN	4481914	1,688.30
		SANITATION EXPENDITURES DENTAL INSURANCE PREMIUMS		
226	323	DTE ENERGY	4481892	1,076.72
		SANITATION EXPENDITURES ELECTRIC SERVICE		
226	323	DTE ENERGY	4481918	17.23
		SANITATION EXPENDITURES ELECTRIC SERVICE		
226	80023	GOLDEN DENTAL PLANS	4481915	197.77
		SANITATION EXPENDITURES DENTAL INSURANCE PREMIUMS		
226	14433	PAETEC TELEPHONE	4481922	30.16
		SANITATION EXPENDITURES TELEPHONE SERVICE		
226	12239	VERIZON WIRELESS	4481919	152.16
		SANITATION EXPENDITURES CELLULAR SERVICE		
226	11094	XO COMMUNICATIONS LLC	4481920	136.77
		SANITATION EXPENDITURES MONTHLY PHONE SERVICE		
226	15438	ADVANCED DISPOSAL	554333	151.30
		SANITATION EXPENDITURES SOLID WASTE		
226	215	CENTRAL OIL CO	554080	1,026.75
		SANITATION EXPENDITURES OIL PRODUCTS		
226	1203	CITY OF WARREN	554108	258.82
		SANITATION EXPENDITURES WATER SERVICE		
226	5454	CONTRACTORS CLOTHING CO	554141	153.89
		SANITATION EXPENDITURES UNIFORM		
226	14709	DETROIT RENEWABLE POWER	554298	37,379.23
		SANITATION EXPENDITURES SOLID WASTE DISPOSAL		
226	13813	ELITE PEST MANAGEMENT	554267	27.00
		SANITATION EXPENDITURES PEST CONTROL		
226	7803	LPS PLUMBING INC	554159	170.00
		SANITATION EXPENDITURES PLUMBING SERVICE		
226	10094	RIZZO SERVICES	554194	55,143.75
		SANITATION EXPENDITURES COMPOST		
226	13577	RKA PETROLEUM COMPANIES	554259	14,543.63
		SANITATION EXPENDITURES GASOLINE/DIESEL		
226	14693	THE HARTFORD GROUP	554295	1,151.24
		SANITATION EXPENDITURES LIFE INSURANCE AND AD&D		
230	80029	DELTA DENTAL OF MICHIGAN	4481914	253.25
		RENTAL ORDIN EXPENDITURES DENTAL INSURANCE PREMIUMS		
230	80023	GOLDEN DENTAL PLANS	4481915	49.44
		RENTAL ORDIN EXPENDITURES DENTAL INSURANCE PREMIUMS		
230	13499	MJ PRINT & IMAGING	554255	790.00
		RENTAL ORDIN EXPENDITURES PRINTING SERVICES		
230	14693	THE HARTFORD GROUP	554295	167.94
		RENTAL ORDIN EXPENDITURES DISABILITY PREMIUM		
250	80029	DELTA DENTAL OF MICHIGAN	4481914	337.66
		COMMUNICATION EXPENDITURE DENTAL INSURANCE PREMIUMS		

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250	324	DTE ENERGY	4481891	5,574.66
		COMMUNICATION EXPENDITURE ELECTRIC SERVICE		
250	14433	PAETEC TELEPHONE	4481922	186.32
		COMMUNICATION EXPENDITURE TELEPHONE SERVICE		
250	14981	DU ALL CLEANING INC	554316	400.00
		COMMUNICATION EXPENDITURE JANITORIAL SERVICES		
250	14842	DUNCAN VIDEO INC	554303	3,964.77
		COMMUNICATION EXPENDITURE SOFTWARE UPDATES/ENHANCE		
250	9029	GORDON FOOD SERVICE INC	554178	35.43
		COMMUNICATION EXPENDITURE PARTY ROOM/BANQUET SUPPLY		
250	6187	HOME DEPOT CREDIT SERVICE	554146	80.96
		COMMUNICATION EXPENDITURE MAINTENANCE SUPPLY		
250	14867	MICRO CENTER	554308	119.95
		COMMUNICATION EXPENDITURE OPERATING SUPPLY		
250	11726	PEGASUS ENTERTAINMENT INC	554220	147.45
		COMMUNICATION EXPENDITURE OPERATING SUPPLY		
250	14693	THE HARTFORD GROUP	554295	189.60
		COMMUNICATION EXPENDITURE LIFE INSURANCE AND AD&D		
250	13573	VSA INC	554258	1,155.96
		COMMUNICATION EXPENDITURE OPERATING EQUIPMENT		
262	16125	HITS INC	554367	1,000.00
		POLICE TRAINING EXPEND POLICE EXPENSE		
262	70423	JAMES TWARDESKY	554399	120.63
		POLICE TRAINING EXPEND TRAVEL EXPENSE		
262	16414	LAW ENFORCEMENT SEMINARS	554394	800.00
		POLICE TRAINING EXPEND SEMINARS		
262	4218	MACOMB COMMUNITY COLLEGE	554133	500.00
		POLICE TRAINING EXPEND COURSE FEES		
271	80029	DELTA DENTAL OF MICHIGAN	4481914	1,181.81
		LIBRARY EXPENDITURES DENTAL INSURANCE PREMIUMS		
271	324	DTE ENERGY	4481891	9,229.11
		LIBRARY EXPENDITURES ELECTRIC SERVICE		
271	323	DTE ENERGY	4481892	615.62
		LIBRARY EXPENDITURES ELECTRIC SERVICE		
271	323	DTE ENERGY	4481918	429.42
		LIBRARY EXPENDITURES ELECTRIC SERVICE		
271	80023	GOLDEN DENTAL PLANS	4481915	98.89
		LIBRARY EXPENDITURES DENTAL INSURANCE PREMIUMS		
271	14433	PAETEC TELEPHONE	4481922	315.19
		LIBRARY EXPENDITURES TELEPHONE SERVICE		
271	14845	AMY NELSON	554304	14.72
		LIBRARY EXPENDITURES MILEAGE		
271	14848	ANDREA MUCHA	554305	6.33
		LIBRARY EXPENDITURES MILEAGE		
271	1203	CITY OF WARREN	554108	382.08
		LIBRARY EXPENDITURES WATER SERVICE		

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271	16372	CYNTHIA RINDT	554388	150.00
		LIBRARY EXPENDITURES LIBRARY WORKSHOP		
271	310	DEMCO INC	554083	536.00
		LIBRARY EXPENDITURES LIBRARY SUPPLY		
271	9395	DENISE ROSE	554184	81.00
		LIBRARY EXPENDITURES REIMBURSEMENT		
271	16412	DONNA SIMONS	554393	100.00
		LIBRARY EXPENDITURES LIBRARY WORKSHOP		
271	14981	DU ALL CLEANING INC	554316	3,240.00
		LIBRARY EXPENDITURES JANITORIAL SERVICES		
271	16410	HEATHER WYSOR	554392	100.00
		LIBRARY EXPENDITURES LIBRARY PROGRAM		
271	12682	JAMIE BABCOCK	554239	29.90
		LIBRARY EXPENDITURES MILEAGE		
271	13314	JOHNSON CONTROLS INC	554248	1,400.00
		LIBRARY EXPENDITURES HVAC MAINTENANCE		
271	741	MICHIGAN LIBRARY	554097	85.00
		LIBRARY EXPENDITURES DUES		
271	3053	MICHIGAN.COM	554127	211.98
		LIBRARY EXPENDITURES SUBSCRIPTION		
271	11427	MILLCRAFT PAPER STORE	554214	435.50
		LIBRARY EXPENDITURES PAPER/CARD STOCK		
271	1017	OFFICE DEPOT	554103	231.22
		LIBRARY EXPENDITURES OFFICE SUPPLY		
271	16117	PAUL KONKOLESKY	554363	31.51
		LIBRARY EXPENDITURES MILEAGE		
271	634	SUBURBAN LIBRARY	554089	8,912.35
		VARIOUS BOOKS/DIGITAL VIDEO DISCS/CIRC MATERIALS		
271	14594	SUBURBAN LIBRARY CO-OP	554288	1,710.00
		LIBRARY EXPENDITURES LIBRARY SUPPLY		
271	16351	SYNCB/AMAZON	554384	40.05
		LIBRARY EXPENDITURES EQUIPMENT SUPPLY		
271	14693	THE HARTFORD GROUP	554295	851.05
		LIBRARY EXPENDITURES LIFE INSURANCE AND AD&D		
271	5229	THE LIBRARY STORE INC	554139	712.22
		LIBRARY EXPENDITURES OFFICE SUPPLY		
271	13978	TOSHIBA BUSINESS	554271	356.00
		LIBRARY EXPENDITURES COPIER CHARGES		
271	5477	UNITED PARCEL SERVICE	554142	32.26
		LIBRARY EXPENDITURES DELIVERY SERVICE		
271	466	WW GRAINGER INC	554087	120.89
		LIBRARY EXPENDITURES MAINTENANCE SUPPLY		
273	80029	DELTA DENTAL OF MICHIGAN	4481914	253.25
		VARIOUS DENTAL INSURANCE PREMIUMS		
273	14900	CROSS RENOVATION	554311	44,885.70
		PARK IMPROVEMENTS PARK COMFORT STATION RENO		

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273	15207	D. R. MARTIN	554322	17,393.00
		RESID REHAB PROJECTS REHABILITATION COSTS		
273	11451	ENVIRONMENTAL TESTING	554215	1,431.50
		RESID REHAB DELIVERY PROFESSIONAL SERVICES		
273	15704	SCHULTES BUILDERS INC	554345	15,239.25
		VARIOUS RESIDENTIAL REHABILITATION		
273	14693	THE HARTFORD GROUP	554295	139.22
		VARIOUS DISABILITY PREMIUM		
277	2808	GINA HENSLEY	554126	39.10
		PROGRAM ADMINISTRATION MILEAGE		
278	14748	AUBURN VILLAGE TOWNHOMES	554300	759.00
		HOUSING OPPORTUNITIES EXP RENTAL ASSISTANCE		
278	14642	BULLOCK ENTERPRISES LLC	554292	375.00
		HOUSING OPPORTUNITIES EXP RENTAL ASSISTANCE		
278	15455	CHARLES H DILL JR	554336	454.00
		HOUSING OPPORTUNITIES EXP RENTAL ASSISTANCE		
278	13258	COUNTRY COURT APARTMENTS	554246	385.00
		HOUSING OPPORTUNITIES EXP RENTAL ASSISTANCE		
278	14213	DETROIT SQUARE PROPERTIES	554276	576.00
		HOUSING OPPORTUNITIES EXP RENTAL ASSISTANCE		
278	16121	DKG HOMES LLC	554366	804.00
		HOUSING OPPORTUNITIES EXP RENTAL ASSISTANCE		
278	15415	EFFICIENT PROPERTY MGT	554330	907.00
		HOUSING OPPORTUNITIES EXP RENTAL ASSISTANCE		
278	14852	GWENDOLYN HOLLIS	554306	444.00
		HOUSING OPPORTUNITIES EXP RENTAL ASSISTANCE		
278	15343	IAN WEAVER	554326	288.00
		HOUSING OPPORTUNITIES EXP RENTAL ASSISTANCE		
278	12535	JAMES R WOLFE	554234	336.00
		HOUSING OPPORTUNITIES EXP RENTAL ASSISTANCE		
278	16193	MARSHALL STREET HOLDINGS	554372	190.00
		HOUSING OPPORTUNITIES EXP RENTAL ASSISTANCE		
278	15885	MICHAEL S KARAMIHAS	554353	347.00
		HOUSING OPPORTUNITIES EXP RENTAL ASSISTANCE		
278	15577	NEW FRONTIER 21 LLC	554340	1,017.00
		HOUSING OPPORTUNITIES EXP RENTAL ASSISTANCE		
278	16120	NHL PROPERTY MANAGEMENT	554365	649.00
		HOUSING OPPORTUNITIES EXP RENTAL ASSISTANCE		
278	12323	OLHSA	554230	31,383.65
		HOUSING OPPORTUNITIES EXP SUPPORTIVE HOUSING		
278	16392	PETER B MIRK	554390	642.00
		HOUSING OPPORTUNITIES EXP RENTAL ASSISTANCE		
278	16359	PW INVEST COM LLC	554386	352.00
		HOUSING OPPORTUNITIES EXP RENTAL ASSISTANCE		
278	16119	REGAL TOWERS	554364	386.00
		HOUSING OPPORTUNITIES EXP RENTAL ASSISTANCE		

CITY OF WARREN
 BILLS TO BE APPROVED FOR PAYMENT
 REGULAR MEETING OF MAY 26, 2015

GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
278	14388	RIVERCREST OF CLINTON TWP	554282	362.00
		HOUSING OPPORTUNITIES EXP RENTAL ASSISTANCE		
278	15344	ROBERT C JOHNSON	554327	650.00
		HOUSING OPPORTUNITIES EXP RENTAL ASSISTANCE		
278	16344	ROBERT OTT	554382	432.00
		HOUSING OPPORTUNITIES EXP RENTAL ASSISTANCE		
278	13748	ROYAL HILL APARTMENTS INC	554265	313.00
		HOUSING OPPORTUNITIES EXP RENTAL ASSISTANCE		
278	15701	ROZAN 4 LLC	554344	320.00
		HOUSING OPPORTUNITIES EXP RENTAL ASSISTANCE		
278	15622	TG WARREN LLC	554343	392.00
		HOUSING OPPORTUNITIES EXP RENTAL ASSISTANCE		
278	16293	TMI PROPERTIES LLC	554377	414.00
		HOUSING OPPORTUNITIES EXP RENTAL ASSISTANCE		
278	15802	TOWERS OF SOUTHFIELD	554349	731.00
		HOUSING OPPORTUNITIES EXP RENTAL ASSISTANCE		
278	16358	VINCENT LONG	554385	361.00
		HOUSING OPPORTUNITIES EXP RENTAL ASSISTANCE		
278	16039	WASHINGTON PLACE APTS LLC	554359	329.00
		HOUSING OPPORTUNITIES EXP RENTAL ASSISTANCE		
278	14504	WPLAZA LLC	554286	442.00
		HOUSING OPPORTUNITIES EXP RENTAL ASSISTANCE		
279	14165	BISON PLUMBING INC	554274	150.00
		ACQUISITION REHAB OTHER SEWER SERVICE		
279	1203	CITY OF WARREN	554108	13.09
		ACQUISITION REHAB OTHER WATER SERVICE		
279	265	CONSUMERS ENERGY	554082	54.58
		ACQUISITION REHAB OTHER UTILITY SERVICE		
279	11978	D & T HOME IMPROVEMENT	554222	76,990.00
		ACQUISITION REHAB OTHER REHAB PROJECT COSTS		
279	11451	ENVIRONMENTAL TESTING	554215	361.25
		ACQUISITION REHAB OTHER PROFESSIONAL SERVICES		
279	8950	HYLANT GROUP	554177	254.20
		ACQUISITION REHAB OTHER PROPERTY INSURANCE		
280	14165	BISON PLUMBING INC	554274	650.00
		ACQUISITION REHAB OTHER SEWER SERVICE		
280	1203	CITY OF WARREN	554108	24.97
		ACQUISITION REHAB OTHER WATER SERVICE		
280	265	CONSUMERS ENERGY	554082	20.91
		ACQUISITION REHAB OTHER UTILITY SERVICE		
280	14862	RED CEDAR CONSULTING	554307	201.00
		ACQUISITION REHAB OTHER ASBESTOS SURVEY		
494	80029	DELTA DENTAL OF MICHIGAN	4481914	168.83
		DDA ADMIN EXPENDITURES DENTAL INSURANCE PREMIUMS		

CITY OF WARREN
 BILLS TO BE APPROVED FOR PAYMENT
 REGULAR MEETING OF MAY 26, 2015

GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
494	14433	PAETEC TELEPHONE	4481922	31.87
		DDA ADMIN EXPENDITURES TELEPHONE SERVICE		
494	14693	THE HARTFORD GROUP	554295	108.21
		DDA ADMIN EXPENDITURES LIFE INSURANCE AND AD&D		
536	80029	DELTA DENTAL OF MICHIGAN	4481914	337.66
		STILWELL MANOR EXPENSES DENTAL INSURANCE PREMIUMS		
536	80023	GOLDEN DENTAL PLANS	4481915	49.44
		STILWELL MANOR EXPENSES DENTAL INSURANCE PREMIUMS		
536	14433	PAETEC TELEPHONE	4481923	211.43
		STILWELL MANOR EXPENSES TELEPHONE SERVICE		
536	14359	APCO SUPPLY	554280	2,930.00
		STILWELL MANOR EXPENSES APPLIANCES		
536	1203	CITY OF WARREN	554108	2,339.04
		STILWELL MANOR EXPENSES WATER SERVICE		
536	15055	ERADICO SERVICES INC	554319	250.00
		STILWELL MANOR EXPENSES PEST CONTROL		
536	7803	LPS PLUMBING INC	554159	105.00
		STILWELL MANOR EXPENSES PLUMBING SERVICE		
536	1017	OFFICE DEPOT	554103	41.05
		STILWELL MANOR EXPENSES OFFICE SUPPLY		
536	16145	REPUBLIC SERVICES	554368	128.00
		STILWELL MANOR EXPENSES TRASH REMOVAL		
536	14693	THE HARTFORD GROUP	554295	192.02
		STILWELL MANOR EXPENSES LIFE INSURANCE AND AD&D		
536	1179	VILLA CARPETS INC	554107	300.00
		STILWELL MANOR EXPENSES FLOORING INSTALLATION		
537	13470	COMERICA COMML CARD SRVC	4481890	40.00
		JOS COACH MANOR EXPENSES CRIMINAL BACKGROUND CHECK		
537	265	CONSUMERS ENERGY	4481893	97.78
		JOS COACH MANOR EXPENSES UTILITY SERVICE		
537	323	DTE ENERGY	4481892	1,131.41
		JOS COACH MANOR EXPENSES ELECTRIC SERVICE		
537	14433	PAETEC TELEPHONE	4481922	78.24
		JOS COACH MANOR EXPENSES TELEPHONE SERVICE		
537	14433	PAETEC TELEPHONE	4481923	156.48
		JOS COACH MANOR EXPENSES TELEPHONE SERVICE		
537	14359	APCO SUPPLY	554280	8,010.00
		JOS COACH MANOR EXPENSES APPLIANCES		
537	1203	CITY OF WARREN	554108	4,233.93
		JOS COACH MANOR EXPENSES WATER SERVICE		
537	15055	ERADICO SERVICES INC	554319	764.00
		JOS COACH MANOR EXPENSES PEST CONTROL		
537	99998	ESTATE OF PHYLLIS KOVAC	554427	510.00
		SECURITY DEPOSIT REFUND		
537	6187	HOME DEPOT CREDIT SERVICE	554146	329.47
		JOS COACH MANOR EXPENSES MAINTENANCE SUPPLY		

CITY OF WARREN
 BILLS TO BE APPROVED FOR PAYMENT
 REGULAR MEETING OF MAY 26, 2015

GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
537	5757	LOWER HURON SUPPLY CO	554144	251.37
JOS	COACH MANOR	EXPENSES MAINTENANCE SUPPLY		
537	7803	LPS PLUMBING INC	554159	65.00
JOS	COACH MANOR	EXPENSES PLUMBING SERVICE		
537	1017	OFFICE DEPOT	554103	1,006.94
JOS	COACH MANOR	EXPENSES OFFICE SUPPLY		
537	16145	REPUBLIC SERVICES	554368	120.00
JOS	COACH MANOR	EXPENSES TRASH REMOVAL		
537	1179	VILLA CARPETS INC	554107	2,145.00
JOS	COACH MANOR	EXPENSES FLOORING INSTALLATION		
537	99998	VIOLET ZALEWSKI	554459	632.50
		SECURITY DEPOSIT REFUND		
537	686	WILMAR INDUSTRIES INC	554095	702.78
JOS	COACH MANOR	EXPENSES OPERATING SUPPLY		
702	99998	CHARLES E BOWERS	554415	7,500.00
		CASH BOND REFUND		
750	80140	CHAPTER 13 TRUSTEE	4481906	995.70
		PAYROLL DEDUCTION		
750	80079	CHPTR 13 STANDING TRUSTEE	4481903	799.20
		PAYROLL DEDUCTION		
750	80079	CHPTR 13 STANDING TRUSTEE	4481904	976.39
		PAYROLL DEDUCTION		
750	80114	CHPTR 13 STANDING TRUSTEE	4481905	855.03
		PAYROLL DEDUCTION		
750	80165	INTERNAL REVENUE SERVICE	4481907	59.61
		PAYROLL DEDUCTION		
750	80001	LOCAL 1250	4481912	4,741.14
		UNION DUES DEDUCTIONS		
750	80217	LUCIDO & MANZELLA	4481901	233.10
		PAYROLL DEDUCTION		
750	80141	MARY JANE M ELLIOTT	4481898	142.11
		PAYROLL DEDUCTION		
750	80171	MICHAEL R STILLMAN	4481902	731.04
		PAYROLL DEDUCTION		
750	80163	MICHIGAN GUARANTY AGENCY	4481908	221.00
		PAYROLL DEDUCTION		
750	80118	MISDU	4481910	13,293.27
		PAYROLL DEDUCTIONS		
750	80152	OFFICE OF THE ATTORNEY	4481911	337.38
		PAYROLL DEDUCTION		
750	80216	PERFORMANT RECOVERY INC	4481900	25.10
		PAYROLL DEDUCTION		
750	80164	US DEPT OF EDUCATION SFAC	4481909	147.34
		PAYROLL DEDUCTION		
750	80009	WARREN MUNICIPAL FEDERAL	4481897	75,446.00
		PAYROLL DEDUCTIONS		

CITY OF WARREN
 BILLS TO BE APPROVED FOR PAYMENT
 REGULAR MEETING OF MAY 26, 2015

GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
750	80004	WARREN POLICE OFFICER'S	4481913	9,781.12
		UNION DUES DEDUCTIONS		
750	80191	WELTMAN WEINBERG	4481899	708.83
		PAYROLL DEDUCTION		
750	80002	LOCAL 1917	554401	761.05
		UNION DUES DEDUCTIONS		
750	80000	LOCAL 412	554400	390.68
		UNION DUES DEDUCTIONS		
750	80007	WARREN FIRE FIGHTER FUND	554402	1,220.00
		PAYROLL DEDUCTIONS		
750	80043	WARREN PROFESSIONAL FIRE	554404	1,160.00
		PAYROLL DEDUCTIONS		
801	14778	QUALITY CONSTRUCTION	554302	1,250.00
	S/A REVOLVING EXPENDITURE	DEMOLITION		
801	14862	RED CEDAR CONSULTING	554307	213.00
	S/A REVOLVING EXPENDITURE	ASBESTOS SURVEY		

CITY OF WARREN
BILLS TO BE APPROVED FOR PAYMENT
REGULAR MEETING OF MAY 26, 2015

PENDING WIRE TRANSFERS

<u>TRANSFER TO</u>	<u>REASON</u>	<u>DATE REQUESTED</u>	<u>AMOUNT REQUESTED</u>
CRAWFORD & COMPANY	REIMBURSE LARGE DOLLAR CLAIM	5/13/15	\$ 37,180.23
			<hr/>
TOTAL	WIRES TO BE EFFECTUATED	6/1/15	<u>\$ 37,180.23</u>

CITY OF WARREN WATER & SEWER SYSTEM
BILLS TO BE APPROVED FOR PAYMENT
REGULAR MEETING OF MAY 26, 2015
SUMMARY PAGE

FUND	FUND NAME	TOTAL DISBURSEMENTS
592020	OPERATION & MAINTENANCE	\$ 151,378.59
592044	INFRASTRUCTURE REPL RES	471,404.25
592047	EQUIPMENT REPL RESERVE	429,691.70
592072	DEBT SERVICE RESERVE	51,076.00
592096	PAYROLL REVOLVING FUND	<u>18,110.58</u>
		<u>\$1,121,661.12</u>

CITY OF WARREN WATER & SEWER SYSTEM
 BILLS TO BE APPROVED FOR PAYMENT
 REGULAR MEETING OF MAY 26, 2015
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OPERATION & MAINTENANCE AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
592020	2526	AT&T	1084271	405.10
	WWTP	TELEPHONE MONTHLY SERVICE		
592020	80029	DELTA DENTAL OF MICHIGAN	1084273	5,633.57
	VARIOUS	DENTAL INSURANCE PREMIUMS		
592020	323	DTE ENERGY	1084270	8,719.96
	VARIOUS	ELECTRIC MONTHLY SERVICE		
592020	80023	GOLDEN DENTAL PLANS INC	1084272	939.43
	VARIOUS	DENTAL INSURANCE PREMIUMS		
592020	4376	AIRGAS USA LLC	94034	232.40
	WWTP	CHEMICALS AT WWTP		
592020	4238	AJAX MATERIALS CORP	94028	5,622.83
	WATER MAINTENANCE	UPM COLD PATCH		
592020	4675	ALS GROUP USA CORP	94045	440.00
	WWTP	OPERATING SUPPLIES		
592020	2786	APPLIED IND TECHNOLOGIES	94022	83.64
	WWTP	MAINTENANCE SUPPLIES		
592020	4519	ARC	94039	16.40
	WWTP	OPERATING SUPPLIES		
592020	4835	BLAKELY PRODUCTS COMPANY	94052	425.35
	WATER MAINTENANCE	OPERATING SUPPLIES		
592020	158	BRONER INC	93997	340.61
	WWTP	OPERATING SUPPLIES		
592020	184	C & G NEWSPAPERS	93998	68.00
	ADMINISTRATION	PROFESSIONAL SERVICES		
592020	99998	CAPITAL TITLE	94056	285.51
		REFUND		
592020	2963	CINCINNATI TIME SYS	94023	291.00
	WWTP	MAINTENANCE SUPPLIES		
592020	4773	CITY GLASS COMPANY INC	94047	900.00
	WWTP	MAINTENANCE SUPPLIES		
592020	99998	CONSUMER INVESTMENTS	94057	445.09
		REFUND		
592020	2115	CONTRACTORS CLOTHING CO	94018	473.32
	WWTP	UNIFORMS		
592020	2074	CONTRACTORS CONNECTION	94017	951.19
	WATER MAINTENANCE	OPERATING SUPPLIES		
592020	4522	COUGAR SALES & RENTAL INC	94040	128.00
	WATER MAINTENANCE	OPERATING SUPPLIES		
592020	99998	DANIEL VINCENT	94058	7.31
		REFUND		
592020	342	DIGI KEY CORP	94001	20.73
	WWTP	MAINTENANCE SUPPLIES		
592020	4300	DIGIGRAPHX CO	94030	24.00
	WATER MAINTENANCE	UNIFORMS		
592020	4612	DIVDAT	94043	19,000.00
	ADMINISTRATION	UTILITY BILLING POSTAGE		
592020	99998	DOUGLAS VARNEY	94059	150.00
	WWTP	TRAVEL EXPENSE		

CITY OF WARREN WATER & SEWER SYSTEM
 BILLS TO BE APPROVED FOR PAYMENT
 REGULAR MEETING OF MAY 26, 2015
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OPERATION & MAINTENANCE AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
592020	323	DTE ENERGY	94000	259.59
		WATER MAINTENANCE	ELECTRIC MONTHLY SERVICE	
592020	4580	DU ALL CLEANING INC	94042	1,100.00
		WWTP	JANITORIAL SERVICES	
592020	371	EJ USA INC	94002	972.30
			INVENTORY SUPPLIES	
592020	4811	ELITE PEST MANAGEMENT	94050	104.00
		VARIOUS	PROFESSIONAL SERVICES	
592020	400	FEDEX	94003	68.55
		WWTP	OPERATING SUPPLIES	
592020	404	FIRE EQUIPMENT CO INC	94004	90.00
		WWTP	MONTHLY INSPECTION	
592020	1700	FISHER SCIENTIFIC	94014	482.37
		WWTP	OPERATING SUPPLIES	
592020	4388	GARRETT DOOR CO	94035	3,680.00
		WATER MAINTENANCE	FACILITY MAINTENANCE	
592020	1727	GRAINGER	94015	1,621.74
		VARIOUS	MAINTENANCE SUPPLIES	
592020	1924	H D EDWARDS & CO	94016	2,499.40
		WATER MAINTENANCE	TRAFFIC SIGNS	
592020	4278	HD SUPPLY WATERWORKS LTD	94029	829.26
			OPERATING SUPPLIES	
592020	2268	HOME DEPOT CREDIT SVCS	94019	617.93
		VARIOUS	MAINTENANCE SUPPLIES	
592020	4227	INGERSOLL-RAND COMPANY	94027	3,045.35
		WWTP	PARTS AND MAINTENANCE	
592020	99998	JOHN SCOTT	94060	25.00
		WATER MAINTENANCE	REIMBURSEMENT	
592020	99998	LAWRENCE ORLOWSKI	94061	78.21
			REFUND	
592020	99998	LIFT PROPERTY MANAGEMENT	94062	17.26
			REFUND	
592020	4321	M J PRINT & IMAGING	94031	922.50
		WATER MAINTENANCE	OPERATING SUPPLIES	
592020	4073	MACOMB COMMUNITY COLLEGE	94026	975.00
		WWTP	EDUCATION & TRAINING	
592020	4462	MAURER'S TEXTILE RENTAL	94037	152.92
		WWTP	OPERATING SUPPLIES	
592020	4787	METRO ENVIRONMENTAL	94049	2,011.49
		WWTP	REPAIRS & MAINTENANCE	
592020	4412	METRO WELDING SUPPLY	94036	34.50
		WWTP	CHEMICALS AT WWTP	
592020	4514	MICH METER TECHNOLOGY GRP	94038	2,771.35
		VARIOUS	INVENTORY SUPPLIES	
592020	4326	MOTOWN AUTOMOTIVE DISTR	94032	20.97
		WWTP	FLEET MAINTENANCE	
592020	4838	NICHOLAS CUCCHIARA	94053	250.00
		WWTP	EDUCATION & TRAINING	

CITY OF WARREN WATER & SEWER SYSTEM
 BILLS TO BE APPROVED FOR PAYMENT
 REGULAR MEETING OF MAY 26, 2015
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OPERATION & MAINTENANCE AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
592020	2401	OFFICE DEPOT INC	94020	182.71
	VARIOUS	OPERATING SUPPLIES		
592020	99998	PHYLLIS JOHNSON	94063	116.04
		REFUND		
592020	2972	POLYDYNE INC	94024	2,507.00
	WWTP	CHEMICALS AT WWTP		
592020	99998	RE/MAX VISION	94064	65.45
		REFUND		
592020	928	REGAL TIRE COMPANY	94005	140.00
	WWTP	FLEET MAINTENANCE		
592020	99998	RICK LYON	94065	1,295.91
		REFUND		
592020	976	SABISTON BUILDERS SUPPLY	94006	884.40
	WATER MAINTENANCE	OPERATING SUPPLIES		
592020	1066	SUBURBAN BOLT & SUPPLY CO	94008	174.10
	WATER MAINTENANCE	MAINTENANCE SUPPLIES		
592020	4683	SUPERIOR EXCAVATNG INC	94046	44,746.70
	WATER MAINTENANCE	WATER & SEWER REPAIRS		
592020	99998	TERRI L MILLS	94066	13.09
		REFUND		
592020	14693	THE HARTFORD GROUP	94054	4,355.99
	VARIOUS	DISABILITY PREMIUMS		
592020	1320	TREASURER CITY OF WARREN	94011	4,861.13
	VARIOUS	WATER MONTHLY SERVICE		
592020	1390	TREASURER CITY OF WARREN	94012	6,718.71
	VARIOUS	DPW FLEET CHARGES		
592020	4775	UNITED RESOURCE	94048	16,587.08
	WATER MAINTENANCE	SEWER CLEANING & TELEVISIONING		
592020	1241	WARREN PIPE & SUPPLY CO	94009	350.60
	VARIOUS	MAINTENANCE SUPPLIES		
592020	1296	ZEP SALES & SERVICE	94010	146.55
	WATER MAINTENANCE	OPERATING SUPPLIES		
592044	297	DAN'S EXCAVATING	93999	439,109.02
	VARIOUS	SEWER & WATER MAIN REPLACEMENT		
592044	1401	METCO SERVICES INC	94013	24,566.48
	EXPENSE	ENGINEERING SERVICES		
592044	2406	NTH CONSULTANTS LTD	94021	135.00
	EXPENSE	ENGINEERING SERVICES		
592044	4641	V I L CONSTRUCTION	94044	7,593.75
	VARIOUS	WATER MAIN REPLACEMENT		
592047	1548	RED HOLMAN BUICK GMC	1084264	43,280.00
	EXPENSE	2015 GMC DUMP TRUCK		
592047	3007	HUBBELL ROTH & CLARK INC	94025	36,267.00
	EXPENSE	ENGINEERING SERVICES		
592047	4824	SPENCE BROTHERS	94051	264,710.70
	VARIOUS	FINAL CLARIFIER REHAB		

CITY OF WARREN WATER & SEWER SYSTEM
 BILLS TO BE APPROVED FOR PAYMENT
 REGULAR MEETING OF MAY 26, 2015
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OPERATION & MAINTENANCE AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
592047	1043	SPINA ELECTRIC COMPANY	94007	35,434.00
	EXPENSE	125 HP ELECTRIC MOTORS (2)		
592047	4360	TETRA TECH INC	94033	50,000.00
	EXPENSE	PROFESSIONAL SERVICES		
592072	4549	COMERICA LEASING	94041	51,076.00
	EXPENSE	WASTE HEAT TO ENERGY PROJ		
592096	80001	AFSCME LOCAL 1250	1084267	1,682.34
		UNION DUES DEDUCTIONS		
592096	80098	MISDU	1084268	1,718.19
		WAGE ASSIGNMENTS		
592096	80207	SUSAN WINTERS	1084269	150.00
		WAGE ASSIGNMENTS		
592096	80009	WARREN MUNIC FED CR UNION	1084265	14,290.00
		PAYROLL DEDUCTIONS		
592096	80002	AFSCME LOCAL 1917	94055	270.05
		UNION DUES DEDUCTIONS		



DEPARTMENT OF COMMUNITY, ECONOMIC
& DOWNTOWN DEVELOPMENT

ONE CITY SQUARE, SUITE 215
WARREN, MI 48093-6726
(586) 574-4529
www.cityofwarren.org
www.filmwarren.org

May 18, 2015

Mr. Scott Stevens
City Council Secretary
City of Warren

Re: Request to Hold Public Hearing and Adopt Resolution for the Establishment of an Industrial Development District for Art Van Furniture located at 6500 E. Fourteen Mile Road, Warren, Michigan, in Section 4

Dear Councilman Stevens,

Art Van Furniture located at 6500 E. Fourteen Mile Road, filed an application for the Establishment of an Industrial Development District (IDD) on May 6, 2015 with the City Clerks Office and paid the appropriate fee. The applicant has requested and City Council has scheduled the public hearing for the May 26, 2015 Council meeting.

If approved, they will begin construction, and the expected completion date is 1/2/2017. One Hundred sixty six (166) new jobs will be created and 1,028 jobs will be retained as a result of this project.

Attached is a copy of the IDD application for the City Council's review and the appropriate resolution for Council's consideration. It is requested that the City Council approve the resolution following the public hearing at the meeting of May 26, 2015. A public hearing was published in a newspaper of general circulation and forwarded to all taxing jurisdictions pursuant to P.A. 198, as amended.

Sincerely,

Read and Concur:

A handwritten signature in black ink, appearing to read "Lark Samouelian".

Lark Samouelian
Economic Development Director

A handwritten signature in black ink, appearing to read "James R. Fouts".

James R. Fouts
Mayor

**RESOLUTION CREATING AN
INDUSTRIAL DEVELOPMENT DISTRICT
FOR ART VAN FURNITURE
6500 E. FOURTEEN MILE ROAD, WARREN, MI**

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

PRESENT: Councilmember _____

ABSENT: Councilmember _____

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

ART VAN FURNITURE in conformity with Act 198 of the Public Acts of 1974, as amended, has submitted an application providing all information and requirements necessary for the formation of an Industrial Development District by the City of Warren; and

A public notice of the hearing was published in the _____ Newspaper on _____; and

The owner of the property was notified by certified mail of the time and place of the public hearing; and a public hearing was held by the Warren City Council on May 26, 2015 providing the opportunity for all citizens or taxpayers of the City of Warren to be heard; and

There exists in the City of Warren the need for certain programs to alleviate and prevent conditions of unemployment and to assist and retain local industries and commercial enterprises and to encourage the location of industries and commercial enterprises in order to strengthen and revitalize the City's economy; and

The Warren City Council hereby finds and determines that hereafter described property designated as **ART VAN FURNITURE** has filed a request with the City of Warren to establish "**ART VAN FURNITURE** Industrial Development District" under the provisions of Public Act No.198 of the Public Acts of 1974 as amended; and

The Warren City Council hereby finds and determines that hereafter described property designated as "ART VAN FURNITURE Industrial Development District" is reasonable and in compliance with Act No. 198 of Public Acts of 1974 as amended; and

BE IT RESOLVED that the City Council for the City of Warren does hereby establish "ART VAN FURNITURE Industrial Development District", consisting of the following described property:

Parcel # 13-04-126-021, commonly known as 6500 E. Fourteen Mile ROAD, Warren, MI

Legally described as:

ASSESSORS ADDITION BLOCK 7 PART OF LOTS 21 & 22 DESC AS FOLL; COM AT NW COR SEC 4; TH N88*53'30"E 1263.03 FT ALG N SEC LINE; TH S00*18'40"E 60.0 FT; TH N88*53'30"E 330.79 FT TO POB; TH N88*53'30"E 882.54 FT; TH S00*01'30"W 2998.80 FT; TH N89*52'38"W 516.43 FT; TH N00*17'51"W 883.43 FT; TH S89*55'20"W 649.41 FT; TH N00*18'40"W 1355.86 FT; TH S89*32'00"W 30.0 FT; TH N00*18'40"W 30.0 FT; TH N89*32'00"E 311.30 FT; TH N01*15'30"E 710.33 FT TO POB

AYES: Councilpersons _____

NAYS: _____

RESOLUTION DECLARED ADOPTED THIS _____, 2015.

Scott C. Stevens
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN
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

7. Give an estimated cost of the following components for the proposed project:

	<u>Warehouse</u>	<u>Corporate Office</u>
Land Improvements (except land):	_____	_____
Building Improvements:	<u>\$12,244,000.00</u>	<u>3,919,998.00</u>
Machinery & Equipment:	_____	_____
Furniture & Fixtures:	<u>\$913,947.00</u>	<u>1,166,000.00</u>

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 the construction and equipment installation:

	<u>START DATE</u>	<u>COMPLETION DATE</u>
Building:	<u>1/2/2015</u>	<u>1/2/2017</u>
Equipment Installation:	<u>7/1/2015</u>	<u>11/1/2017</u>

9. Will items be owned or leased by the applicant?

	<u>OWNED</u>	<u>LEASED</u>
Building:	(X)	()
Equipment:	(X)	()

10. How many employees do you currently have? 1028
 How many employees will you have when this project is completed? 1194

11. When the project is completed what number of employees will be:

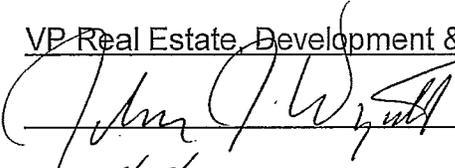
Management/Professional	<u>54</u>
Skilled	<u>822</u>
Semi-skilled	_____
Unskilled	_____
Office	<u>318</u>
 Total Estimated payroll	 <u>\$ 5,117,371</u>

12. If this request is for a Plant Rehabilitation District, please complete the following:

Current Year S.E.V. of Personal Property N/A
 Current Year S.E.V. of Real Property (excluding land)..... N/A

NAME OF COMPANY OFFICER John Wyatt

TITLE VP Real Estate, Development & Franchising

SIGNATURE 

DATE 5/5/15

PHONE NUMBR 586-983-2104

(Attach filing fee of \$500.00. Filing fee is non-refundable)

CUSTOMER COPY
PAUL WOJNO
WARREN CITY CLERK

ONE CITY SQUARE, SUITE 205
 WARREN, MICHIGAN 48093-2393 **399499**

DATE 5/6/15
 CUSTOMER Art Van Furniture
 ISSUED BY [Signature] \$ 1000.00

	LICENSE #	CHARGE
DOG <input type="checkbox"/> 1 YEAR <input type="checkbox"/> 3 YEAR 610		
BUSINESS LICENSE 611		
BIRTH CERTIFICATE 612		
DEATH CERTIFICATE 613		
CANDIDATE FILING 618		
INDUSTRIAL FACILITY CERTIFICATE(S) 619		50000
MISCELLANEOUS 615		
	619	50000

IDD
 IFT

REMARKS

117 5 WARREN REASPIR
 21 05/06/2015 9:16:44 AM
 007 0000499
 00 01-4 1538017
 000000 01,000.00

CITY OF WARREN TREASURER
ONE CITY SQUARE
SUITE 200
WARREN, MI 48093-2395

Received From:
Date: 05/06/2015
Receipt: 1838013
Cashier: Klahey
Workstation: CR1 Drawer: 1
Time: 9:16:46 AM

ITEM REFERENCE	AMOUNT
619 IND FACILITIES	
00399499	\$1,000.00
TOTAL	\$1,000.00
CHECK 882633	\$1,000.00
Total Tendered:	\$1,000.00
Change:	\$0.00



DEPARTMENT OF COMMUNITY, ECONOMIC
& DOWNTOWN DEVELOPMENT

May 18, 2015

Mr. Scott Stevens
City Council Secretary
City of Warren

ONE CITY SQUARE, SUITE 215
WARREN, MI 48093-6726
(586) 574-4529
www.cityofwarren.org
www.filmwarren.org

Re: Request to Hold Administrative Hearing and Adopt Resolution for the Approval of an Industrial Facilities Tax Exemption for Art Van Furniture, located at 6500 E. Fourteen Mile Road, Warren, MI, Section 4

Dear Mr. Stevens,

Art Van Furniture, located at 6500 E. Fourteen Mile Road, filed an application for an Industrial Facilities Tax Exemption (IFTE) with the City Clerk's Office on May 6, 2015, and paid the appropriate fee. Attached is copy of the IFTE application and all attachments for the City Council's review. An Industrial Development District was established in May 26, 2015.

The application promises that Art Van Furniture, will approximately invest \$18,243,945.00, in Real and Personal property components. Should City Council approve their request for the Industrial Facilities Tax Exemption (IFTE) application, 166 new jobs will be created when the project is completed and 1,028 jobs will be retained. Also, attached is a copy of the Assessor's scorecard indicating that the company qualifies for 12 years of tax exemption for the Real and Personal Property components.

Art Van Furniture project will consist of two main phases. Phase I is the expansion of the warehouse with the addition of 141,000 sq. ft. This will bring the total square footage of the warehouse, distribution & assembly to 1,021,000 & will facilitate the Art Van's expansion in to the Chicago market as well as markets in Indiana & Ohio. Phase II will be the renovation of 43,000 sq. ft. of the former strip mall into corporate office space & the construction of a 20,000 sq. ft. building addition to the corporate offices.

It is requested that City Council approve Art Van Furniture request and adopt the appropriate resolution approving the IFTE which has been attached for City Council's information and consideration.

Sincerely,


Lark Samouelian
Economic Development Director

Read and Concur:


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

May 18, 2018

Ms. Lark Samouelian
Economic Development Director
City of Warren

**Re: Proposed Resolution Approving Industrial Facilities Tax
Exemption and Agreement for Art Van Furniture, Inc. –
6500 E. Fourteen Mile Rd., Warren, Michigan**

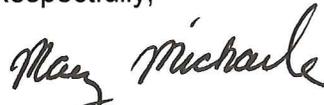
Dear Ms. Samouelian:

Attached please find the above-noted resolution, with corresponding proposed IFT Agreement.

If acceptable, please submit to Council for its meeting on Tuesday, May 26, 2015.

If you should have any questions, please contact me at Ext. 4585.

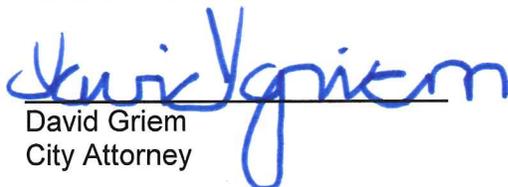
Respectfully,


Mary Michaels
Chief Assistant City Attorney

MM/vlt Ltr to L Samouelian re Proposed Resolution Approving IFT and Agreement for Art Van Furniture ID 55848

cc: Marcia D.M. Smith, City Assessor (w/attach.)
Thomas Agrusa, Deputy City Assessor (w/attach.)

Read and concur:


David Griem
City Attorney

**RESOLUTION GRANTING AN INDUSTRIAL FACILITIES TAX EXEMPTION
CERTIFICATE TO ART VAN FURNITURE, INC.
6500 E. FOURTEEN MILE RD., WARREN, MICHIGAN**

At a Regular meeting of the City Council of the City of Warren, County of Macomb, State of Michigan, held on May 26, 2015, at 7 p.m. _____ Savings Time, in the Council Chamber at the Warren Community Center Auditorium, located at 5460 Arden, Warren, Michigan.

PRESENT: Councilpersons _____

ABSENT: Councilpersons _____

The following resolution was offered by Councilperson _____ and supported by Councilperson _____.

On May 6, 2015, Art Van Furniture, Inc., under Act 198 of the Public Acts of 1974, as amended (Act 198), submitted an Application for Industrial Facilities Tax Exemption Certificate (the Application) to the City of Warren for local approval of an Industrial Facilities Tax Exemption Certificate for building improvements and furniture and fixtures at its corporate warehouse and office located at 6500 E. Fourteen Mile Rd., Warren, Michigan, and legally described on the attachment (the Property).

The real and/or personal property improvements identified in the Application, are collectively referred to as "the Facility".

On May 26, 2015, the City of Warren, under P.A. of 1974, M.C.L. 205.551, et seq., after a duly noticed public hearing held on May 26, 2015, by resolution established the "ART VAN FURNITURE Industrial Development District" (the IDD).

Before acting on the Application, the City of Warren, held a hearing on May 26, 2015, at 5460 Arden, Warren, Michigan at 7 p.m., after creating the IDD, at which

hearing, the Applicant, the Assessor for the City of Warren, and representatives of the affected taxing units were notified given an opportunity to be heard on the Application.

The construction of the Facility and installation of the new machinery and equipment had not begun earlier than six months before May 6, 2015, the date the Application was received.

The completion of the Facility is calculated to and will at the time of issuance of the certificate have the reasonable likelihood to retain, create or prevent the loss of the employment in the City of Warren.

The aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Warren, after granting this certificate, will exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property exempted.

THEREFORE, IT IS RESOLVED, by the City Council of the City of Warren, that:

1. The granting of the Industrial Facilities Tax Exemption Certificate, considered together with the aggregate amount of the Industrial Facilities Tax Exemption Certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974 and Act No. 255 of the Public Acts of 1978, shall not have the effect of substantially impeding the operation of the City of Warren, or of impairing the financial soundness of the City of Warren or of a taxing unit that levies ad valorem property tax in the City of Warren;
2. The Application from Art Van Furniture, Inc., for the Industrial Facilities

Tax Exemption Certificate, with respect to a New Facility located at E. 6500 Fourteen Mile Rd., Warren, Michigan, Parcel ID No. 13-04-126-021, and as legally described in attached Legal Description, is approved.

3. The Industrial Facilities Exemption Certificate, when issued, will remain in effect for a period of 12 years after completion of construction.

IT IS FURTHER RESOLVED, that the approval of the Industrial Facilities Exemption Certificate is conditioned upon the Facility, and the furniture and fixtures and other personal property related to the Facility, remaining upon the noted Property in the City of Warren, Michigan, except as otherwise provided in the agreement.

IT IS FURTHER RESOLVED, that the Mayor and Clerk are authorized to sign the industrial facilities agreement on behalf of the City, in such form that meets with the satisfaction of the City Attorney.

AYES: Councilpersons _____

NAYS: Councilpersons _____

RESOLUTION DECLARED ADOPTED this May 26, 2015.

Scott 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 May 26, 2015.

Paul Wojno
City Clerk

**Art Van Furniture
LEGAL DESCRIPTION**

6500 E. 14 Mile Road
Warren, MI 48092

Industrial Facilities Tax Exemption Application

Parcel Identification Number: 13-04-126-021

Legal Description:

ASSESSORS ADDITION BLOCK 7 PART OF LOTS 21 & 22 DESC AS FOLL; COM AT
NW COR SEC 4; TH N88°53'30"E 1263.03 FT ALG N SEC LINE; TH S00°18'40"E 60.0
FT; TH N88°53'30"E 330.79 FT TO POB; TH N88°53'30"E 882.54 FT; TH S00°01'30"W
2998.80 FT; TH N89°52'38"W 516.43 FT; TH N00°17'51"W 883.43 FT; TH
S89°55'20"W 649.41 FT; TH N00°18'40"W 1355.86 FT; TH S89°32'00"W 30.0 FT; TH
N00°18'40"W 30.0 FT; TH N89°32'00"E 311.30 FT; TH N01°15'30"E 710.33 FT TO
POB

ART VAN FURNITURE, INC.

CITY OF WARREN- IFT AGREEMENT

This Agreement is entered into this ___ day of _____, 2015 by and between the CITY OF WARREN, a municipal corporation located within the County of Macomb, State of Michigan, ("City"), at One City Square, Warren, Michigan, and Art Van Furniture, Inc, a Michigan Corporation, located at 6500 Fourteen Mile Rd, Warren, Michigan 48092 ("Company").

STIPULATIONS

1. The Company owns and operates a warehouse, distribution, assembly and retail center (the Facility) on property commonly known as 6500 E. Fourteen Mile Rd., Warren, Michigan 48092, and which is legally described in Exhibit A (the Property).
2. The Company wishes to invest in its Facility by expanding the warehouse, renovating its corporate offices, and acquiring new personal property.
3. The Company submitted an application to the City for the granting of an Industrial Facilities Exemption Certificate (IFT) pursuant to Public Act 198 of 1974, as amended for the purpose of seeking a tax abatement for 12 years for the real and personal property investment.
4. The City wishes to expand the economic growth of the City by encouraging industrial development and redevelopment within the City.
5. The Company has represented to the City that the enterprise at the Property will create 166 new jobs, retain 1,028 jobs, and will invest in real and/or personal property improvements at the Facility the amount of \$18,243,945.00.
6. The Company recognizes and acknowledges that the granting of an IFT by the City will economically benefit the Company.
7. The Company has made certain representations to the City in connection with its Application for a certificate, and recognizes and acknowledges that the City has relied upon the Company's representations and that part of the City's consideration for the granting of the IFT is Applicant's representation that it intends to make the investments and retain jobs as indicated on its IFT Application for an IFT Exemption Certificate, as well as to operate the Facility for at least the duration of the IFT.

8. The Company has, with the approval of the City, formed an Industrial Development District within the City pursuant to Public Act 198 of 1974, as amended (the District).
9. Public Act 334 of 1993 requires that any terms or conditions that are intended to be part of an agreement for tax abatement pursuant to Public Act 198 of 1974 P.A. 244, section 22, must be put in writing and executed by the parties.

Therefore, in consideration of the approval of the exemption certificate, the mutual promises of the parties as set forth in this Agreement, the parties agree to the following:

Grant of Abatement. The City approves the Applicant's Application for an Industrial Facilities Tax Exemption Certificate dated May 6, 2015, a copy of which is attached as Exhibit B and is incorporated by reference into this Agreement. The Industrial Facilities Tax Exemption Certificate (IFT Certificate) is attached as Exhibit C and incorporated by reference into this Agreement. On May 26, 2015, the City adopted a resolution approving the Certificate for the Facility. A copy of the resolution is attached as Exhibit D, and is made a part of this Agreement.

Duration of Abatement. Subject to the terms of this Agreement and approval of the IFT from the State Tax Commission (STC), the City approves the abatement for the duration of 12 years for real property following completion of construction and 12 years from installation of the equipment installation, as set forth on the schedule in the Application. The Company will provide notice of completion to the City's Economic Director on the STC form, and submitted to the City's Economic Development Director, no later than _____, 2015. It is understood that the IFT will expire 12 years from the earlier of the date of completion stated in the notice, unless terminated or revoked sooner.

In the event the Michigan Tax Commission denies Company an IFT Certificate for the planned investments, this Agreement and the City's approval of the IFT Certificate will automatically terminate without further proceedings, after completion of any appeals. The Company will advise the City's Economic Development Director whether it will appeal the State Tax Commission denial, and if so, will keep the director advised of the status of the any appeals.

Facility Investment. The IFT Certificate is approved for purposes of the Company expanding its existing warehouse, renovating the corporate office (the warehouse and office are together referred to as the Facility), on the Property identified in Exhibit A. The Company will install as part of its investment new office and warehouse furniture, and warehouse fixtures and equipment, listed in the Asset Listing attached as Exhibit E, and made a part of this Agreement (the Assets). The warehouse addition, office renovation and the personal property Assets listed in Exhibit E are collectively referred to as "the Facility". The Company will invest the projected amount of \$16,163,998.00 in real property costs and \$2,079,947.00 in personal property costs, with a total projected investment for the real and personal improvements of \$18,243,945.

Employment. The Company agrees that as a result of the investment, 1,028 jobs will be retained for the duration of the IFT, and 166 jobs will be created within two years of construction completion, and the retained for the duration of the IFT.

Reliance. The Applicant acknowledges that in considering and granting the Applicant's request for a 12 year Industrial Facilities Certificate, the City relied upon the representations and warranties made by the Applicant in the Application and this Agreement. Further, the City, in approving the tax abatement, has relied on the Applicant's projections of employment and expenditures described in its Application.

Commitments. The Company agrees that its IFT is conditioned upon its compliance with the following conditions:

1. The Company will materially achieve and meet the employment and cost expenditure standards contained in the Application and will complete the construction and installations as described in the Application and attachments to the Application.
2. The Company must for the duration of the IFT continue operations of the Facility, and will not cease or materially reduce its operations at the Facility or within the District, except upon advance notice to and permission of the Warren City Council.
3. The Company will continue to maintain the Assets and the Facility within the District, will continue to operate and utilize the Facility within the District, will not cease operation within the District prior to the termination of the IFT Certificate, and will not transfer the Facility or Assets, or part of the Assets to a third party except with the prior approval of the City's local governing body.
4. The Company must continue to maintain the Assets on the Property, and will not remove or relocate the Assets, in part or in whole, for the duration of the IFT. This will not apply to disposed, destroyed or obsolete items of personal property relocated in the furtherance of the Company's business, provided that such removal, disposal or relation is reported to the City's Assessor, is replaced as demonstrated to the satisfaction of the City Assessor, and does not otherwise diminish or materially reduce operations at the Facility or the scope of the project for which the IFT was granted.

Code Compliance. The Company will comply with all laws, codes and ordinances, and agrees that Property will be maintained and in compliance with applicable codes and regulations.

Annual Status Reports. On the 10th day of January following the second year after issuance date of the IFT, the Company agrees to submit an IFT Status Report in the form attached, and thereafter, as provided below. The report will state:

- a. The number of jobs promised in the IFT application and the actual number of new jobs created.

- b. The number of employees at the time of the application and the current number of employees.
- c. If the projection for creation and/or retention of jobs was not reached, give explanation.
- d. The estimated project cost given in the application and the actual project cost.
- e. If the actual project costs differ substantially from projected cost, give explanation.

All information submitted by the Company is subject to audit by the City and the Company will cooperate with reasonable requests of City personnel in that audit process.

The Company otherwise agrees, upon request of the City, to submit documents necessary to substantiate the status of jobs retention as provided in the Application and any other information as may be reasonably requested to confirm compliance with the standards and provisions stated in the Application and this Agreement.

The Company further agrees to submit a report regarding status of employment every two years beginning two years after submission of first IFT Status Report, on or before December 31. If employment has not remained or exceeded the number given in the application, an explanation for this shall be included. This report shall be submitted beginning with the fourth year after the issuance date of the IFT. .

Default. The Company understands that if project job retention has not been substantially achieved as stated in the Application or if the Company fails to complete the subject improvements, or make the expenditures as described in the Application and this Agreement, or if there is a default in a term of this Agreement, which is not cured after 30 days' notice from the City's Economic Development Director, the City Council has the right to reduce the term and/or commence proceedings to revoke the IFT and seek repayment of the taxes from Applicant to amount of taxes abated by the IFT. The Applicant will be given an opportunity to meet with the City before formal actions are commenced to revoke the IFT.

Further, if the Applicant ceases operation of the Facility within the District without permission of the City's City Council, or removes the Assets from the District prior to the termination of the Industrial Facilities Exemption Certificate, without the prior approval of the City, the City may commence proceedings to seek revocation or reduction of the IFT, and to seek repayment of abated taxes which previously benefited Applicant, plus all accrued interest, penalties and administration fees applicable to this exemption in the same amount as would be collected if the taxes were considered delinquent, to the extent allowed by law, and may seek any other remedy provided under Michigan law.

Notices. Notices, requests and other communications of a ministerial nature, including status reports and requests for status reports, may be sent by personal deliver or first-class mail, in writing and addressed as provided below. Notices relating to default, termination, asset removal or transfer requests, must be made in writing and sent in the

United States mail, registered or certified, return receipt requested, and addressed to the parties and addresses below:

Company:

City:

Art Van Furniture, Inc.
C/O:
E. 6500 Fourteen Mile Rd.
Warren, Michigan 48092

City of Warren
Community Development Director
One City Square, Suite 200
Warren, Michigan 48093

Changes to the above addresses may be made by first-class mail to the other party.

Jurisdiction. The parties agree that this Agreement is subject to and governed by the laws of the State of Michigan. Any claim or action relating to this Agreement may only be brought before an agency or commission having jurisdiction over the subject of this Agreement located in the State of Michigan or in a court of competent jurisdiction located in Macomb County, State of Michigan.

Taxes. The Company must not become delinquent in payment of taxes or water charges.

Validity of Fee. No payment of any kind in excess of the fee allowed by P.A. 198 of 1974, as amended by Public Act 323 of 1996, has been made or promised in exchange for favorable consideration of an exemption certificate application.

Amendment. No amendment or modification of this Agreement will be effective unless approved and agreed to in writing by the City and Company.

Severability. If any portion of this Agreement is determined to be legally invalid or unenforceable, the remaining portions will remain valid and enforceable. It is the parties' intent that any unenforceable provision be construed and limited by a court which considers the matter so as to render it reasonable and enforceable.

Headings. The headings in this Agreement are for convenience only.

By the signatures of representatives of both the Company and the City below, it is understood that both the Company's investment in the project and the City's investment through the granting of an IFT is to encourage economic growth. It is also acknowledged that certain economic conditions can, at times, prohibit the maintenance of the Applicant's targeted status. It is understood that if such conditions exist at the time of the designated Company reports, the City Council of the City will carefully evaluate the Applicant's situation, and will inform the Applicant if any action is considered in order to give the Company an opportunity to address City Council.

WITNESS:

Dated: _____

WITNESS:

Dated: _____

Dated: _____

FOR THE APPLICANT:

By: _____

Its: _____

FOR THE CITY OF WARREN

By: _____

James R. Fouts

Its: Mayor

By: _____

Paul Wojno

Its: City Clerk

INDUSTRIAL FACILITIES EXEMPTION APPLICATION AFFIDAVIT OF FEES

In accordance with State Tax Commission Bulletin No. 3 dated January 1998, the Local Unit and Applicant for Industrial Facilities Exemption Certificate do hereby swear and affirm that no payment of any kind, whether they be referred to as "fees," "payments in lieu of taxes," "donations," or by other like terms, such payments are contrary to the legislative intent of Act 198 that exemption certificates have the effect of abating all ad valorem property taxes levied by taxing units with the unit of local government which approves the certificate.

We do swear and affirm by our signatures below that "no payment of any kind in excess of the fee allowed, as amended by Public Act 323 of 1996, has been made or promised in exchange for favorable consideration of an exemption certificate application."

City/Township/Village of: Warren

Signed: _____

Print Name: _____

Title: _____

Dated: _____

Applicant: Art Van Furniture

Signed: John Wyatt

Print Name: John Wyatt

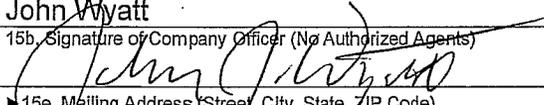
Title: Vice President Real Estate, Development and Franchising

Dated: 5/5/15

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name John Wyatt	13b. Telephone Number 586-983-2104	13c. Fax Number	13d. E-mail Address jwyatt@artvan.com
14a. Name of Contact Person John Wyatt	14b. Telephone Number 586-983-2104	14c. Fax Number	14d. E-mail Address jwyatt@artvan.com
▶ 15a. Name of Company Officer (No Authorized Agents) John Wyatt			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number	15d. Date 5/5/15
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 6500 14 Mile Road, Warren, MI 48092		15f. Telephone Number 586-983-2104	14g. E-mail Address jwyatt@artvan.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Years (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LUCI Code	16d. School Code
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, MI 48909-7971

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

City of Warren
IFT Criteria Score Card Act 198

Project Name: Art Van Furniture
Street Address: 6500 E. 14 Mile Road
Location Category: 2
School District: 6 Warren Consolidated

Criteria Item:	Number of Years	
	Real Property	Personal Property
Investment:		
Real Property		
Actual Investment	\$16,163,998	
Estimated Taxable Investment	\$16,163,998	12
Personal Property		
Building square footage	\$2,079,947	12
	881,368	
Job Creation	166	4
Aesthetic Enhancement		0
Total Years:	12	12
not to exceed 12 years		

Assessor's Comments

For this applicant, the Taxable Value of real and personal property to be exempt at 50% from ad valorem taxes as a percentage is .5% of the total 2015 Taxable Value for the City of Warren.

*The Aggregate Taxable Value of all real and personal property exempt at 50% from ad valorem taxes after granting this certificate will be 5.1% of the total 2015 Taxable Value for the City of Warren.

*The percentage stated above does not include the future General Motors Tax Abatement Project. If included the percentage would be approximately 10.8%

Pending Tax Appeals for this Applicant None

Tax With IFT Abatement City of Warren

Project Name: Art Van Furniture

Real Property Value - Start 16,163,998
 Real Property Adjustment Rate 1%
 Personal Property Value - Start 2,079,947
 Total Investment Cost 18,243,945

Years Granted:
 Real 12
 Personal 12

Real Property Personal Property
 City Full Millage Rate Estimate 27.8656 27.8656
 Other Units Full Millage Rate Estimate 38.1973 21.3576
 Effective IFT Millage Rate Levy 33.2224 24.7184 as calculated for IFT, includes 1% admin fee

Year of Benefit	Valuation		Total EQSEV		Tax Summary	
	Real	Personal	Real	Personal	Real	Personal
2016	8,081,999	925,576	9,007,575	\$22,879	\$268,504	\$291,382
2017	8,162,819	790,380	8,953,199	\$19,537	\$271,189	\$290,726
2018	8,244,447	696,782	8,941,229	\$17,223	\$273,901	\$291,124
2019	8,326,892	623,984	8,950,876	\$15,424	\$276,640	\$292,064
2020	8,410,161	561,586	8,971,746	\$13,881	\$279,406	\$293,288
2021	8,494,262	509,587	9,003,849	\$12,596	\$282,200	\$294,796
2022	8,579,205	467,988	9,047,193	\$11,568	\$285,022	\$296,590
2023	8,664,997	436,789	9,101,786	\$10,797	\$287,872	\$298,669
2024	8,751,647	395,190	9,146,837	\$9,768	\$290,751	\$300,519
2025	8,839,163	374,390	9,213,554	\$9,254	\$293,659	\$302,913
2026	8,927,555	343,191	9,270,746	\$8,483	\$296,595	\$305,078
2027	9,016,830	322,392	9,339,222	\$7,969	\$299,561	\$307,530

Estimated Benefit for:

12 years Real Property
 12 years Personal Property

Total IFT Tax Levy:

\$3,564,679

City Tax Levy:
 Other Units Levy:

\$1,526,595
 \$2,038,084

Tax Without IFT Abatement City of Warren

Project Name: Art Van Furniture

Real Property Value - Start 16,163,998
 Real Property Adjustment Rate 1%
 Personal Property Value - Start 2,079,947
 Total Investment Cost 18,243,945

Years Granted:
 Real 12
 Personal 12

Real Property Personal Property First Year: 2016
 City Full Millage Rate Estimate 27.8656
 Other Units Full Millage Rate Estimate 21.3576
 Total Ad Valorem Millage Rate 66.4449 49.4368 ad valorem, includes 1% administration fee

Year of Tax	Valuation		Total SEV		Tax Summary	
	Real	Personal	Real	Personal	Real	Personal
2016	8,081,999	925,576	9,007,575	\$537,007	\$45,758	\$582,765
2017	8,162,819	790,380	8,953,199	\$542,377	\$39,074	\$581,451
2018	8,244,447	696,782	8,941,229	\$547,801	\$34,447	\$582,248
2019	8,326,892	623,984	8,950,876	\$553,279	\$30,848	\$584,127
2020	8,410,161	561,586	8,971,746	\$558,812	\$27,763	\$586,575
2021	8,494,262	509,587	9,003,849	\$564,400	\$25,192	\$589,593
2022	8,579,205	467,988	9,047,193	\$570,044	\$23,136	\$593,180
2023	8,664,997	436,789	9,101,786	\$575,745	\$21,593	\$597,338
2024	8,751,647	395,190	9,146,837	\$581,502	\$19,537	\$601,039
2025	8,839,163	374,390	9,213,554	\$587,317	\$18,509	\$605,826
2026	8,927,555	343,191	9,270,746	\$593,190	\$16,966	\$610,157
2027	9,016,830	322,392	9,339,222	\$599,122	\$15,938	\$615,060

Estimated Benefit for:

12 years Real Property
 12 years Personal Property

Total Ad Valorem Tax Levy: \$7,129,358

City Tax Levy: \$3,053,190
 Other Units Levy: \$4,076,168

IFT Benefit Recap
City of Warren

Number of Years

Project Name: Art Van Furniture

Real Property 12
Personal Property 12

Year of Tax	Tax as Ad Valorem City Taxes	Tax as IFT City Taxes	Difference City Taxes	Running Total of Difference City Taxes
1	\$252,416	\$126,208	\$126,208	\$126,208
2	\$250,897	\$125,448	\$125,448	\$251,656
3	\$250,565	\$125,283	\$125,283	\$376,939
4	\$250,839	\$125,419	\$125,419	\$502,358
5	\$251,426	\$125,713	\$125,713	\$628,071
6	\$252,328	\$126,164	\$126,164	\$754,235
7	\$253,544	\$126,772	\$126,772	\$881,007
8	\$255,076	\$127,538	\$127,538	\$1,008,545
9	\$256,340	\$128,170	\$128,170	\$1,136,715
10	\$258,211	\$129,105	\$129,105	\$1,265,820
11	\$259,815	\$129,907	\$129,907	\$1,395,728
12	\$261,735	\$130,867	\$130,867	\$1,526,595
Totals	\$3,053,190	\$1,526,595	\$1,526,595	

Year of Tax	Tax as Ad Valorem Other Tax Units	Tax as IFT Other Tax Units	Difference Other Tax Units	Running Total of Difference Other Tax Units
1	\$330,349	\$165,175	\$165,175	\$165,175
2	\$330,554	\$165,277	\$165,277	\$330,452
3	\$331,683	\$165,841	\$165,841	\$496,293
4	\$333,288	\$166,644	\$166,644	\$662,937
5	\$335,149	\$167,575	\$167,575	\$830,512
6	\$337,265	\$168,632	\$168,632	\$999,144
7	\$339,636	\$169,818	\$169,818	\$1,168,962
8	\$342,262	\$171,131	\$171,131	\$1,340,093
9	\$344,699	\$172,350	\$172,350	\$1,512,443
10	\$347,615	\$173,808	\$173,808	\$1,686,250
11	\$350,342	\$175,171	\$175,171	\$1,861,421
12	\$353,325	\$176,663	\$176,663	\$2,038,084
Totals	\$4,076,168	\$2,038,084	\$2,038,084	

Year of Tax	Tax as Ad Valorem Grand Total	Tax as IFT Grand Total	Difference Grand Total	Running Total of Difference Grand Total
1	\$582,765	\$291,382	\$291,382	\$291,382
2	\$581,451	\$290,726	\$290,726	\$582,108
3	\$582,248	\$291,124	\$291,124	\$873,232
4	\$584,127	\$292,064	\$292,064	\$1,165,296
5	\$586,575	\$293,288	\$293,288	\$1,458,583
6	\$589,593	\$294,796	\$294,796	\$1,753,379
7	\$593,180	\$296,590	\$296,590	\$2,049,969
8	\$597,338	\$298,669	\$298,669	\$2,348,638
9	\$601,039	\$300,519	\$300,519	\$2,649,158
10	\$605,826	\$302,913	\$302,913	\$2,952,071
11	\$610,157	\$305,078	\$305,078	\$3,257,149
12	\$615,060	\$307,530	\$307,530	\$3,564,679
Totals	\$7,129,358	\$3,564,679	\$3,564,679	

**APPLICATION
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
ATTACHMENT - SECTION 6A**

**ATTACHMENT TO 6A - COST OF BUILDING
BUILDERS ESTIMATE**

Art Van Furniture
6500 E. 14 Mile Road
Warren, MI 48092

Warehouse Addition

COST OF LAND IMPROVEMENTS	Estimated	
	Installation Date	Cost
TOTAL COST		\$0

COST OF BUILDING	Estimated	
	Installation Date	Cost
Construction Testing.....	June 2015.....	\$29,000
Architectural Services.....	June 2015.....	\$250,000
Building Permit.....	June 2015.....	\$5,000
Zoning (Bond).....	June 2015.....	\$6,000
Construction.....	June 2015.....	\$11,106,914
Storm Pipe.....	June 2015.....	\$9,000
Steel Installation.....	June 2015.....	\$100,000
Electrical.....	June 2015.....	\$6,670
Site Work.....	June 2015.....	\$13,878
Ceiling Tile.....	June 2015.....	\$10,000
Light Poles.....	June 2015.....	\$2,500
Steel Install.....	June 2015.....	\$25,000
Light Pole Bases.....	June 2015.....	\$10,038
Concrete.....	June 2015.....	\$225,000
IS Equipment.....	June 2015.....	\$250,000
Sound System.....	June 2015.....	\$50,000
Security & Alarms (System Upgrade).....	June 2015.....	\$135,000
Flooring.....	June 2015.....	\$10,000
TOTAL COST		\$12,244,000

GRAND TOTAL: REAL PROPERTY - \$12,244,000.00

**APPLICATION
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
ATTACHMENT - SECTION 6A**

**ATTACHMENT TO 6A - COST OF BUILDING
BUILDERS ESTIMATE**

Art Van Furniture
6500 E. 14 Mile Road
Warren, MI 48092

Corporate Office Renovation

COST OF LAND IMPROVEMENTS	Estimated	
	Installation Date	Cost
TOTAL COST		\$0

COST OF BUILDING:	Estimated	
	Installation Date	Cost
Phase 1 Construction *	May 2015.....	\$353,343
Phase 2 Construction *	June 2015.....	\$304,631
Phase 3 Construction *	June 2015.....	\$268,464
Phase 4 Construction *	August 2015.....	\$228,735
Phase 5 Construction *	September 2015.....	\$145,654
Phase 6 Construction *	October 2015.....	\$236,952
Phase 7 Construction *	October 2015.....	\$182,219
Phase 8 Construction - 20,000 s.f. (2) Storey Addition.....	July 2016.....	\$2,200,000
 *(See attached details)		
TOTAL COST		\$3,919,998

GRAND TOTAL: REAL PROPERTY - \$3,919,988

IFEC APPLICATION — ATTACHMENT (Sec. 6B)

APPLICANT COMPANY: Art Van Furniture

FURNITURE & FIXTURES Page 1 of 1

COLUMN I ORIGINAL ESTIMATED COST	COLUMN II EXPECTED INSTALLATION DATE M/D/Y	COLUMN III ORIGINAL LIST DESCRIPTION	COLUMN IV ACTUAL PURCHASE DATE M/D/Y	COLUMN V ACTUAL INSTALLATION DATE M/D/Y	COLUMN VI ACTUAL DESCRIPTION ON DEPRECIATION SCHEDULE	COLUMN VII ACTUAL COST
\$160,000	5/1/2015	Office Furniture				
\$180,000	6/1/2015	Office Furniture				
\$185,000	6/1/2015	Office Furniture				
\$150,000	8/1/2015	Office Furniture				
\$75,000	9/1/2015	Office Furniture				
\$286,000	10/1/2015	Office Furniture				
\$130,000	10/1/2015	Office Furniture				
\$75,000	7/1/2015	Warehouse Furniture & fixtures				
\$375,000	10/1/2015	Warehouse IT Equipment				
\$463,947	10/1/2015	Warehouse HiLows & Stock moving equip				
\$2,079,947	PAGE TOTALS					\$0

PAGE TOTAL: \$2,079,947

GRAND TOTAL - PERSONAL PROPERTY = \$ 2,079,947.00

**Art Van Furniture
LEGAL DESCRIPTION**

6500 E. 14 Mile Road
Warren, MI 48092

Industrial Facilities Tax Exemption Application

Parcel Identification Number: 13-04-126-021

Legal Description:

ASSESSORS ADDITION BLOCK 7 PART OF LOTS 21 & 22 DESC AS FOLL; COM AT
NW COR SEC 4; TH N88°53'30"E 1263.03 FT ALG N SEC LINE; TH S00°18'40"E 60.0
FT; TH N88°53'30"E 330.79 FT TO POB; TH N88°53'30"E 882.54 FT; TH S00°01'30"W
2998.80 FT; TH N89°52'38"W 516.43 FT; TH N00°17'51"W 883.43 FT; TH
S89°55'20"W 649.41 FT; TH N00°18'40"W 1355.86 FT; TH S89°32'00"W 30.0 FT; TH
N00°18'40"W 30.0 FT; TH N89°32'00"E 311.30 FT; TH N01°15'30"E 710.33 FT TO
POB



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

May 19, 2015

Ms. Lark Samouelian
Economic Development Director
City of Warren

**Re: Proposed Resolution Approving Industrial Facilities Tax
Exemption and Agreement for Art Van Furniture, Inc. –
6500 E. Fourteen Mile Rd., Warren, Michigan**

Dear Ms. Samouelian:

Attached please find the above-noted resolution, with corresponding proposed IFT Agreement.

If acceptable, please submit to Council for its meeting on Tuesday, May 26, 2015.

If you should have any questions, please contact me at Ext. 4585.

Respectfully,


Mary Michaels
Chief Assistant City Attorney

MM/vit Ltr to L Samouelian re Proposed Resolution Approving IFT and Agreement for Art Van Furniture ID 55848

cc: Marcia D.M. Smith, City Assessor (w/attach.)
Thomas Agrusa, Deputy City Assessor (w/attach.)

Read and concur:



David Griem
City Attorney

**RESOLUTION GRANTING AN INDUSTRIAL FACILITIES TAX EXEMPTION
CERTIFICATE TO ART VAN FURNITURE, INC.
6500 E. FOURTEEN MILE RD., WARREN, MICHIGAN**

At a Regular meeting of the City Council of the City of Warren, County of Macomb, State of Michigan, held on May 26, 2015, at 7 p.m. _____ Savings Time, in the Council Chamber at the Warren Community Center Auditorium, located at 5460 Arden, Warren, Michigan.

PRESENT: Councilpersons _____

ABSENT: Councilpersons _____

The following resolution was offered by Councilperson _____ and supported by Councilperson _____.

On May 6, 2015, Art Van Furniture, Inc., under Act 198 of the Public Acts of 1974, as amended (Act 198), submitted an Application for Industrial Facilities Tax Exemption Certificate (the Application) to the City of Warren for local approval of an Industrial Facilities Tax Exemption Certificate for building improvements and furniture and fixtures at its corporate warehouse and office located at 6500 E. Fourteen Mile Rd., Warren, Michigan, and legally described on the attachment (the Property).

The real and/or personal property improvements identified in the Application, are collectively referred to as "the Facility".

On May 26, 2015, the City of Warren, under P.A. of 1974, M.C.L. 205.551, et seq., after a duly noticed public hearing held on May 26, 2015, by resolution established the "ART VAN FURNITURE Industrial Development District" (the IDD).

Before acting on the Application, the City of Warren, held a hearing on May 26, 2015, at 5460 Arden, Warren, Michigan at 7 p.m., after creating the IDD, at which

hearing, the Applicant, the Assessor for the City of Warren, and representatives of the affected taxing units were notified given an opportunity to be heard on the Application.

The construction of the Facility and installation of the new machinery and equipment had not begun earlier than six months before May 6, 2015, the date the Application was received.

The completion of the Facility is calculated to and will at the time of issuance of the certificate have the reasonable likelihood to retain, create or prevent the loss of the employment in the City of Warren.

The aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Warren, after granting this certificate, will exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property exempted.

THEREFORE, IT IS RESOLVED, by the City Council of the City of Warren, that:

1. The granting of the Industrial Facilities Tax Exemption Certificate, considered together with the aggregate amount of the Industrial Facilities Tax Exemption Certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974 and Act No. 255 of the Public Acts of 1978, shall not have the effect of substantially impeding the operation of the City of Warren, or of impairing the financial soundness of the City of Warren or of a taxing unit that levies ad valorem property tax in the City of Warren;
2. The Application from Art Van Furniture, Inc., for the Industrial Facilities

Tax Exemption Certificate, with respect to a New Facility located at E. 6500 Fourteen Mile Rd., Warren, Michigan, Parcel ID No. 13-04-126-021, and as legally described in attached Legal Description, is approved.

3. The Industrial Facilities Exemption Certificate, when issued, will remain in effect for a period of 12 years after completion of construction.

IT IS FURTHER RESOLVED, that the approval of the Industrial Facilities Exemption Certificate is conditioned upon the Facility, and the furniture and fixtures and other personal property related to the Facility, remaining upon the noted Property in the City of Warren, Michigan, except as otherwise provided in the agreement.

IT IS FURTHER RESOLVED, that the Mayor and Clerk are authorized to sign the industrial facilities agreement on behalf of the City, in such form that meets with the satisfaction of the City Attorney.

AYES: Councilpersons _____

NAYS: Councilpersons _____

RESOLUTION DECLARED ADOPTED this May 26, 2015.

Scott 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 May 26, 2015.

Paul Wojno
City Clerk

**Art Van Furniture
LEGAL DESCRIPTION**

6500 E. 14 Mile Road
Warren, MI 48092

Industrial Facilities Tax Exemption Application

Parcel Identification Number: 13-04-126-021

Legal Description:

ASSESSORS ADDITION BLOCK 7 PART OF LOTS 21 & 22 DESC AS FOLL; COM AT
NW COR SEC 4; TH N88°53'30"E 1263.03 FT ALG N SEC LINE; TH S00°18'40"E 60.0
FT; TH N88°53'30"E 330.79 FT TO POB; TH N88°53'30"E 882.54 FT; TH S00°01'30"W
2998.80 FT; TH N89°52'38"W 516.43 FT; TH N00°17'51"W 883.43 FT; TH
S89°55'20"W 649.41 FT; TH N00°18'40"W 1355.86 FT; TH S89°32'00"W 30.0 FT; TH
N00°18'40"W 30.0 FT; TH N89°32'00"E 311.30 FT; TH N01°15'30"E 710.33 FT TO
POB

ART VAN FURNITURE, INC.

CITY OF WARREN- IFT AGREEMENT

This Agreement is entered into this ___ day of _____, 2015 by and between the City of Warren, a municipal corporation located within the County of Macomb, State of Michigan, ("City"), at One City Square, Warren, Michigan, and Art Van Furniture, Inc, a Michigan Corporation, located at 6500 Fourteen Mile Rd, Warren, Michigan 48092 ("Company").

STIPULATIONS

1. The Company owns and operates a warehouse, distribution, assembly and retail center (the Facility) on property commonly known as 6500 E. Fourteen Mile Rd., Warren, Michigan 48092, and which is legally described in Exhibit A (the Property).
2. The Company wishes to invest in its Facility by expanding the warehouse, renovating its corporate offices, and acquiring new personal property.
3. The Company submitted an application to the City for the granting of an Industrial Facilities Exemption Certificate (IFT) pursuant to Public Act 198 of 1974, as amended for the purpose of seeking a tax abatement for 12 years for the real and personal property investment.
4. The City wishes to expand the economic growth of the City by encouraging industrial development and redevelopment within the City.
5. The Company has represented to the City that the enterprise at the Property will create 166 new jobs, retain 1,028 jobs, and will invest in real and/or personal property improvements at the Facility in the amount of \$18,243,945.00.
6. The Company recognizes and acknowledges that the granting of an IFT by the City will economically benefit the Company.
7. The Company has made certain representations to the City in connection with its Application for a certificate, and recognizes and acknowledges that the City has relied upon the Company's representations and that part of the City's consideration for the granting of the IFT is Applicant's representation that it intends to make the investments and retain jobs as indicated on its IFT Application for an IFT Exemption Certificate, as well as to operate the Facility for at least the duration of the IFT.

8. The Company has, with the approval of the City, formed an Industrial Development District within the City pursuant to Public Act 198 of 1974, as amended (the District).
9. Public Act 334 of 1993 requires that any terms or conditions that are intended to be part of an agreement for tax abatement pursuant to Public Act 198 of 1974 P.A. 244, section 22, must be put in writing and executed by the parties.

Therefore, in consideration of the approval of the exemption certificate, the mutual promises of the parties as set forth in this Agreement, the parties agree to the following:

Grant of Abatement. The City approves the Applicant's Application for an Industrial Facilities Tax Exemption Certificate dated May 6, 2015, a copy of which is attached as Exhibit B and is incorporated by reference into this Agreement. The Industrial Facilities Tax Exemption Certificate (IFT Certificate) is attached as Exhibit C and incorporated by reference into this Agreement. On May 26, 2015, the City adopted a resolution approving the Certificate for the Facility. A copy of the resolution is attached as Exhibit D, and is made a part of this Agreement.

Duration of Abatement. Subject to the terms of this Agreement and approval of the IFT from the State Tax Commission (STC), the City approves the abatement for the duration of 12 years for real property following completion of construction and 12 years from installation of the equipment installation, as set forth on the schedule in the Application. The Company will provide notice of completion to the City's Economic Director on the STC form, and submitted to the City's Economic Development Director, no later than _____, 2015. It is understood that the IFT will expire 12 years from the date of completion stated in the notice, unless terminated or revoked sooner.

In the event the Michigan Tax Commission denies Company an IFT Certificate for the planned investments, this Agreement and the City's approval of the IFT Certificate will automatically terminate without further proceedings, after completion of any appeals. The Company will advise the City's Economic Development Director whether it will appeal the State Tax Commission denial, and if so, will keep the director advised of the status of the any appeals.

Facility Investment. The IFT Certificate is approved for purposes of the Company expanding its existing warehouse, renovating the corporate office (the warehouse and office are together referred to as the Facility), on the Property identified in Exhibit A. The Company will install as part of its investment new office and warehouse furniture, and warehouse fixtures and equipment, listed in the Asset Listing attached as Exhibit E, and made a part of this Agreement (the Assets). The warehouse addition, office renovation and the personal property Assets listed in Exhibit E are collectively referred to as "the Facility". The Company will invest the projected amount of \$16,163,998.00 in real property costs and \$2,079,947.00 in personal property costs, totaling to a projected investment for the real and personal improvements of \$18,243,945.

Employment. The Company agrees that as a result of the investment, 1,028 jobs will be retained for the duration of the IFT, and 166 jobs will be created within two years of construction completion, and the retained for the duration of the IFT.

Reliance. The Applicant acknowledges that in considering and granting the Applicant's request for a 12 year Industrial Facilities Certificate, the City relied upon the representations and warranties made by the Applicant in the Application and this Agreement. Further, the City, in approving the tax abatement, has relied on the Applicant's projections of employment and expenditures described in its Application.

Commitments. The Company agrees that its IFT is conditioned upon its compliance with the following conditions:

1. The Company will materially achieve and meet the employment and cost expenditure standards contained in the Application and will complete the construction and installations as described in the Application and attachments to the Application.
2. The Company must for the duration of the IFT continue operations of the Facility, and will not cease or materially reduce its operations at the Facility or within the District, except upon advance notice to and permission of the Warren City Council.
3. The Company will continue to maintain the Assets and the Facility within the District, will continue to operate and utilize the Facility within the District, will not cease operation within the District prior to the termination of the IFT Certificate, and will not transfer the Facility or Assets, or part of the Assets to a third party except with the prior approval of the City's local governing body.
4. The Company must continue to maintain the Assets on the Property, and will not remove or relocate the Assets, in part or in whole, for the duration of the IFT. This will not apply to disposed, destroyed or obsolete items of personal property relocated in the furtherance of the Company's business, provided that such removal, disposal or relation is reported to the City's Assessor, is replaced as demonstrated to the satisfaction of the City Assessor, and does not otherwise diminish or materially reduce operations at the Facility or the scope of the project for which the IFT was granted.

Code Compliance. The Company will comply with all laws, codes and ordinances, and agrees that Property will be maintained and in compliance with applicable codes and regulations.

Annual Status Reports. On the 10th day of January following the second year after issuance date of the IFT, the Company agrees to submit an IFT Status Report in the form attached, and thereafter, as provided below. The report will state:

- a. The number of jobs promised in the IFT application and the actual number of new jobs created.

- b. The number of employees at the time of the application and the current number of employees.
- c. If the projection for creation and/or retention of jobs was not reached, give explanation.
- d. The estimated project cost given in the application and the actual project cost.
- e. If the actual project costs differ substantially from projected cost, give explanation.

All information submitted by the Company is subject to audit by the City and the Company will cooperate with reasonable requests of City personnel in that audit process.

The Company otherwise agrees, upon request of the City, to submit documents necessary to substantiate the status of jobs retention as provided in the Application and any other information as may be reasonably requested to confirm compliance with the standards and provisions stated in the Application and this Agreement.

The Company further agrees to submit a report regarding status of employment every two years beginning two years after submission of first IFT Status Report, on or before December 31. If employment has not remained or exceeded the number given in the application, an explanation for this shall be included. This report shall be submitted beginning with the fourth year after the issuance date of the IFT.

Default. The Company understands that if project job retention has not been substantially achieved as stated in the Application or if the Company fails to complete the subject improvements, or make the expenditures as described in the Application and this Agreement, or if there is a default in a term of this Agreement, which is not cured after 30 days' notice from the City's Economic Development Director, the City Council has the right to reduce the term and/or commence proceedings to revoke the IFT and seek repayment of the taxes from Applicant to amount of taxes abated by the IFT. The Applicant will be given an opportunity to meet with the City before formal actions are commenced to revoke the IFT.

Further, if the Applicant ceases operation of the Facility within the District without permission of the City's City Council, or removes the Assets from the District prior to the termination of the Industrial Facilities Exemption Certificate, without the prior approval of the City, the City may commence proceedings to seek revocation or reduction of the IFT, and to seek repayment of abated taxes which previously benefited Applicant, plus all accrued interest, penalties and administration fees applicable to this exemption in the same amount as would be collected if the taxes were considered delinquent, to the extent allowed by law, and may seek any other remedy provided under Michigan law.

Notices. Notices, requests and other communications of a ministerial nature, including status reports and requests for status reports, may be sent by personal deliver or first-class mail, in writing and addressed as provided below. Notices relating to default, termination, asset removal or transfer requests, must be made in writing and sent in the

United States mail, registered or certified, return receipt requested, and addressed to the parties and addresses below:

Company:

Art Van Furniture, Inc.
C/O:
E. 6500 Fourteen Mile Rd.
Warren, Michigan 48092

City:

City of Warren
Community Development Director
One City Square, Suite 200
Warren, Michigan 48093

Changes to the above addresses may be made by first-class mail to the other party.

Jurisdiction. The parties agree that this Agreement is subject to and governed by the laws of the State of Michigan. Any claim or action relating to this Agreement may only be brought before an agency or commission having jurisdiction over the subject of this Agreement located in the State of Michigan or in a court of competent jurisdiction located in Macomb County, State of Michigan.

Taxes. The Company must not become delinquent in payment of taxes or water charges.

Validity of Fee. No payment of any kind in excess of the fee allowed by P.A. 198 of 1974, as amended by Public Act 323 of 1996, has been made or promised in exchange for favorable consideration of an exemption certificate application.

Amendment. No amendment or modification of this Agreement will be effective unless approved and agreed to in writing by the City and Company.

Severability. If any portion of this Agreement is determined to be legally invalid or unenforceable, the remaining portions will remain valid and enforceable. It is the parties' intent that any unenforceable provision be construed and limited by a court which considers the matter so as to render it reasonable and enforceable.

Headings. The headings in this Agreement are for convenience only.

By the signatures of representatives of both the Company and the City below, it is understood that both the Company's investment in the project and the City's investment through the granting of an IFT is to encourage economic growth. It is also acknowledged that certain economic conditions can, at times, prohibit the maintenance of the Applicant's targeted status. It is understood that if such conditions exist at the time of the designated Company reports, the City Council of the City will carefully evaluate the Applicant's situation, and will inform the Applicant if any action is considered in order to give the Company an opportunity to address City Council.

WITNESS:

Dated: _____

WITNESS:

Dated: _____

Dated: _____

FOR THE APPLICANT:

By: _____

Its: _____

FOR THE CITY OF WARREN

By: _____

James R. Fouts

Its: Mayor

By: _____

Paul Wojno

Its: City Clerk



IFT Status Report

*Return completed form to:
Community and Economic Development Office
One City Square, Ste. 241,
Warren, MI 48093*

CERTIFICATE NUMBER _____

CERTIFICATE HOLDER _____

PROPERTY ADDRESS _____

EMPLOYMENT STATUS

Number of employees prior to start of project:

Number of employees today:

Estimated full-time jobs to be created as part of project:

Actual full-time jobs that were created as a direct result of this project:

Explanation if actual job creation differs from estimated amount:

REAL PROPERTY – PROJECT COMPLETION

Real Property improvements beginning date:

Estimated Real Property improvements ending date:

Actual ending date of Real Property improvements:

Explanation if actual Real Property ending date differs from estimated ending date:

REAL PROPERTY – PROJECT COSTS

Estimated Real Property improvements total cost:

Actual final cost of Real Property improvements:

Explanation if actual Real Property final cost differs from estimated total cost:

PERSONAL PROPERTY – PROJECT COMPLETION

Personal Property improvements beginning date:
Estimated Personal Property improvements ending date:
Actual ending date of Personal property improvements:
Explanation if actual Personal Property ending date differs from estimated ending date:

PERSONAL PROPERTY – PROJECT COSTS

Estimated Personal Property improvements total cost:
Actual final cost of Personal Property improvements:
Explanation if actual Personal Property final cost differs from estimated total cost:

AESTHETIC ENHANCEMENT PROJECTS (if applicable)

Aesthetic enhancements proposed as part of project: _____

Were enhancements completed? _____

Explanation if enhancements have not been completed: _____

CERTIFICATION

On behalf of the certificate holder referenced above, I hereby certify that the forgoing is a true statement on the status of this company as of the date hereof and is submitted as required by State Tax Commission Administrative Rule 55 (3), as it pertains to Public Act 198 of 1974, as amended, and by the IFT Letter of Agreement between the company and the City of Warren.

PRINT NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Rev. 9/26/07



April 17, 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 7255 Fisher Nuisance Abatement

Honorable Council Secretary:

The approval of a resolution is necessary for collection proceedings relating to the removal of a house at 7255 Fisher which is under the nuisance abatement program.

Attached, please find the appropriate resolutions 1 and 2 for the next available City Council Meeting. Please place on the **April 28, 2015 consent agenda** for a council meeting **May 12, 2015** to review and confirm Special Assessment Roll No. **462**. Thank you for your cooperation in this matter.

Sincerely,

Handwritten signature of Richard D. Sabaugh in cursive.

Richard D. Sabaugh, Director
Department of Public Service

Read and Concur,

Approved:

Handwritten signature of Roxanne R. Carestillo in cursive.
City Attorney's Office

Read and Concur,

Approved:

Handwritten signature of James R. Fouts in cursive.
James R. Fouts, Mayor

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



April 16, 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: One and one quarter story aluminum house (1105 square feet) with basement. Remove 10' of 4' chain link fence at west side. Remove 15' of 4' chain link fence at east side and debris at:

**7255 Fisher
13-33-476-027'**

LOT 77 – RIVARD'S GARDENS SUBDIVISION, as recorded in Liber 4, Page 39 of Plats, Macomb County Records.

Interested Parties: Macomb County Properties LLC

Please be advised that the nuisance at the above-noted location has been completed through efforts of the City as directed by Council Resolution adopted. 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-PS164	\$9,999.00
Asbestos Survey	\$ 214.00
City Administrative Fees	<u>1,092.50</u>
Total	\$11,305.50

It is recommended these cost be charged to the property owner under proposed Special Assessment Roll No. 462. A Certificate of Abatement will be issued at a later date.

Sincerely,

A handwritten signature in blue ink, appearing to read "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
7255 Fisher (13-33-476-027)**

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 77 – RIVARD'S GARDENS SUBDIVISION, as recorded in Liber 4, Page 39 of Plats, Macomb County Records.

Owner(s): Macomb County Properties 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. 13-33-476-027 also known as 7255 Fisher	\$11,305.50

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 26th day of May, 2015, for payment to be made. The notice shall further state that if payment is not made before the said 26th day of May, 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
7255 Fisher (13-33-476-027)**

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. (13-33-476-027) also known as 7255 Fisher.

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

PROPERTY

CHARGES

Parcel No. 13-33-476-027 also known as 7255 Fisher

\$11,305.50

LOT 77 – RIVARD’S GARDENS SUBDIVISION, as recorded in Liber 4, Page 39 of Plats, Macomb County Records.

Owner(s): Macomb County Properties 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 26th day of May, 2015, for payment to be made;

Payment has not been made, and a public hearing having been held on May 26, 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. 462 - \$11,305.50

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



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

May 21, 2015

Mr. Scott C. Stevens
Council Secretary
Mayor Pro Tem

**Re: Proposed Contract for Architectural/Engineering Services for the
Construction of a New Busch Branch Library RFP-W-9117**

Dear Council Secretary Stevens:

Attached please find a proposed contract to correspond to the proposal for the design of the Busch Branch Library.

If acceptable, please submit to Council with the recommendation of the RFP-W-9117 Review Panel. Thank you for your consideration in this matter.

Respectfully,

A handwritten signature in cursive script, appearing to read "Mary Michaels".

Mary Michaels
Chief Assistant City Attorney

MM/vlt Letter to S Stevens re Proposed Contract - Busch Branch Library RFP-W-9117 ID 55889

cc: Craig Treppa, Purchasing Agent
Oksana Urban, Library Director

Read concur:

A handwritten signature in cursive script, appearing to read "David Griem".

David Griem
City Attorney

Approved:

A handwritten signature in cursive script, appearing to read "James R. Fouts".

James R. Fouts
Mayor

**ARCHITECTURAL PROFESSIONAL SERVICES
AGREEMENT FOR PUBLIC LIBRARY BETWEEN CITY
OF WARREN AND PARTNERS IN ARCHITECTURE, PLLC**

This agreement is made this _____, day of May, 2015, between the City of Warren, a Michigan municipal corporation (the City), whose address is One City Square, Warren, MI 48093, and the Partners in Architecture, PLLC, a Michigan professional limited liability company, (the Architect), whose address is 65 Market Street, Suite 200, Mount Clemens, MI 48043.

STIPULATIONS

1. The City is constructing a public library, known as the Busch Branch Library, located at 23333 Ryan, Warren, Michigan.
2. The City requested proposals for professional architectural and engineering services in connection with the design of the Busch Library, designated as Request for Proposal RFP-W-9117.
3. Partners in Architecture, PLLC demonstrated the professional, financial and technical capability to provide the services, and submitted the most qualified proposal.
4. The City of Warren, in reliance upon the Architect's Response to RFP-W-9117 (Response to Proposal), discussions and negotiations, desires to contract with the Architect for the services described in the RFP-W-9117.

THEREFORE, in consideration of the mutual promises, covenants and understandings of the parties as set forth in this Agreement, the City of Warren (the City) and Partners in Architecture, PLLC (the Architect) agree follows:

ARTICLE 1
PROJECT DESCRIPTION

1. **Scope of Project.** Architect shall perform, in a professional, skillful and prompt manner, all architectural, design, engineering and consulting services for the complete design and construction of a public library commonly known as Busch Public Library located at 23333 Ryan Rd., Warren, Michigan (Project), which is inclusive of the preparation of contract documents, bidding, and administration of construction contract for the Project. The Project will be performed according to Contract Documents, consisting of this Agreement, the Request for Proposal for Architectural/Engineering Services for Busch Library Construction RFP-W-9117 (the RFP), Architect's proposal in response to the RFP, and all addenda, clarifications and documents prepared in connection with the RFP (collectively, the RFP Documents), specifications, Project manuals, construction contracts to be entered into, General Conditions, and all exhibits and addenda attached to or made a part of the above-listed documents, all of which are incorporated by reference into this Agreement. The terms, "the Agreement" and "Contract Documents" may be used interchangeably, unless expressly stated otherwise.
2. The Architect shall perform all necessary architectural and engineering services, as part of the Project, the interior design and graphics, furnishings, fittings required under the Contract Documents, in the preparation and delivery of plans, specifications, construction cost estimates pertaining to the Project, and will consult with the City's Library Director and Library Commission on the functional criteria of the Project.

3. The Architect shall provide all items incidental Project, including attending public meetings, reports, studies, recommendations, inspections, studies, field checks, schematic design drawings, and design development drawings, a code check report, construction schedules, contract specifications, bidding requirements, and instructions to bidders.

4. The Architect has made site inspections, consulted with the City, and is fully acquainted with the requirements of the Project and the project location of Project Site, and covenants and warrants to the City that it is capable and qualified to furnish the Project contemplated in the RFP Documents upon the Project Site, and the Project Site has no limitations that would impede the development of the completed Project.

5. The Architect will furnish the Project within the construction and furnishing budget as developed by the City and Architect in accordance with the RFP and this Agreement.

6. The City's representative on the administration of this Agreement is the City's Library Director. The City will designate a representative to work with the Architect to coordinate all construction matters, and provide general supervision over the progress of the construction on behalf of the City.

ARTICLE 2.
SCOPE OF ARCHITECT'S BASIC SERVICES

1. The Architect's Basic Services consist of those described in Article 2 and include usual and customary structural, mechanical, and electrical engineering services.

2. The Architect shall manage the Architect's services, consult with the City, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

3. The Architect shall coordinate its services with those services provided by the City and the City's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

4. Within 10 days of this Agreement, the Architect and City will meet to discuss the schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the site preparation, designs, bidding, and commencement of construction and for substantial completion of the construction (Schedule). The schedule shall include allowances for periods of time required for the City's review, for the performance of the City's consultants, and for approval of submissions by authorities having jurisdiction over the Project. The time limits in the schedule will be of the essence, except for extensions granted for good cause.

5. The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

6. The Architect shall assist the City in connection with the City's responsibility of filing documents required for the approval of governmental authorities having jurisdiction over the Project.

ARTICLE 3.
PHASE REQUIREMENTS

The Architect will perform services in the phases and according to the schedule contained in the RFP unless otherwise agreed to in the Schedule as provided above. In addition to the requirements of the RFP, the phases will be performed to include the following:

A. SCHEMATIC DESIGN PHASE SERVICES.

1. The Architect shall review the program and other information furnished by the City, and shall review laws, codes, and regulations applicable to the Architect's services.

2. The Architect shall prepare a preliminary evaluation of the City's program, schedule, and budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the City of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

3. The Architect shall present its preliminary evaluation to the City and shall discuss with the City alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the City regarding the requirements of the Project.

4. Based on the Project's requirements agreed upon with the City, the Architect shall prepare and present for the City's approval at least three preliminary designs illustrating the scale and relationship of the Project components, which will comply with the standards in the Proposal documents, and account for the Project goals, as set forth in the RFP, accounting for staffing levels, parking and zoning requirements, and will accommodate the desired features for the library set forth in the RFP, and as further discussed with the City.

5. Based on the City's approval of the preliminary design, the Architect shall prepare at least three Schematic Design Documents for the City's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. In addition the documentation will include schematic drawings indicating elevation design, materials, fenestration and roof structures and indicating relationships to the site, contours, surrounding structures, parking, and the structural, mechanical, electrical and site utilities proposed for the Project. The Architect will provide a detailed breakdown and tabulation of net and gross building areas.

6. The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The City may retain other environmentally responsible design services as provided in the Contract Documents.

7. The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the City's program, schedule and budget for the Cost of the Work.

8. The Budget Amount. The final cost estimate will include all components of the Project as stated in the RFP, and will not exceed the City's overall Project budget as stated in the RFP. The final Budget Amount will be subject to approval of the City's Library Commission, and will include all Contract Administration, site surveys, reimbursable expenses, and construction costs. Adjustments to the cost estimate will be made to accommodate furnishings when the quantities, types and costs are approved by the Library Commission.

B. DESIGN DEVELOPMENT PHASE.

1. Based on the City's approval of the Schematic Design Documents, and on the City's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the City's approval. The Architect will develop and prepare the Design Development Documents, shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

2. During the Design phase, at the City's request the Architect will provide a complete certified topographical survey of the entire Project Site, in accordance with Addendum 1 of the RFP. The cost must be approved by the City, and will otherwise not exceed the costs stated in the RFP. The City reserves the right to perform the survey at its cost.

3. Documentation for this Phase will include:

a. Comprehensive site plan showing the scope of work, contract limits, and complete design proposal for site work and site development, including utility distribution systems, and final design relationships of all elements of the Project on the site;

b. Architectural plans including elevations and sections showing final detailed space layouts, space assignments and occupancy and final building design;

c. Structural, mechanical, electrical and utilities plans, diagrams, and layout details;

d. Preliminary specifications describing material selections, finishes, systems and construction for the Project and the description of the scope of work to produce a complete and operable Project.; and

e. Breakdown of net and gross building areas, and full color renderings, plus sketches and drawings in sufficient detail to depict the design project and appearance of the Project.

C. CONSTRUCTION DOCUMENTS PHASE SERVICES.

1. Following the City's approval of the Design Development Documents, and on the City's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the City's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The City and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review as noted elsewhere.

2. The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

3. During the development of the Construction Documents, the Architect shall assist the City in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

4. The Architect shall update the estimate for the Cost of the Work.

5. The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required to adjust the cost of the work.

D. BIDDING OR NEGOTIATION PHASE SERVICES.

1. General. The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

2. Competitive Bidding. Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

a) The Architect shall assist the City in bidding the Project by:

i) procuring the reproduction of Bidding Documents for distribution to prospective bidders;

ii) distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

iii) organizing and conducting a pre-bid conference for prospective bidders;

iv) preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

v) organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the City.

b) The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

3. NEGOTIATED PROPOSALS.

a. Proposal Documents shall consist of proposal requirements and proposed Contract Documents. The Architect shall assist the City in obtaining proposals by:

i) procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;

ii) organizing and participating in selection interviews with prospective contractors; and

iii) participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the City.

b. The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

c. The Architect understands that any qualified bidder is subject to the approval of the City's local governing body, and will be subject to a construction contract that includes provisions consistent with the standards referenced in this agreement and contains such other provisions requested by the City pertaining to indemnification, insurance safety, bonds, and otherwise is in such form that meets with the satisfaction of the City's Attorney.

E. CONSTRUCTION PHASE SERVICES.

1. The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in such form that meets with the City's requirements, and with the satisfaction of the City's Attorney. The AIA Document A201™-2007, General Conditions of the Contract for Construction will provide base terms. If the City and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the City and the Architect amend this Agreement.

2. The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for

safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

3. The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, subject to extensions for good cause and upon mutual consent of the parties.

4. EVALUATIONS OF THE WORK.

a. The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the City reasonably informed about the progress and quality of the portion of the Work completed, and report to the City (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

b. The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

c. The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the City or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

d. Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings.

5. CERTIFICATES FOR PAYMENT TO CONTRACTOR.

a. The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the City, based on the Architect's evaluation of the Work as provided in this document, and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The

foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

b. The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

c. The Architect shall maintain a record of the Applications and Certificates for Payment.

6. SUBMITTALS.

a. The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

b. In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

c. If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

d. Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If

appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

e. The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

7. CHANGES IN THE WORK.

a. The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions below, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

b. The Architect shall maintain records relative to changes in the Work.

8. PROJECT COMPLETION.

a. The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

b. The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

c. When the Work is found to be substantially complete, the Architect shall inform the City about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

d. The Architect shall forward to the City the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

e. Furniture. Prior to Substantial Completion, the Architect will submit to the City, a plan for the quantities and cost of all furniture, fixtures, cabinets and shelving, appliances (Furnishings) for the Project, with illustrations and proposed layouts. The furnishings are subject to approval of the City's Library Commission and City Council. The furniture shall be durable and carry a warranty that meets with the satisfaction of the Library Commission. The Architect will oversee the delivery, and installation of the Furnishings and require replacement of defective goods or labor.

f. Upon request of the City, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the City to review the facility operations and performance.

ARTICLE 4. COMPENSATION.

1. The City will pay the Architect based upon the fees and hours provided in the RFP a copy of which is attached, up the percentage of the Budgeted Amount established according to this Agreement for each phase, as indicated in the RFP. The total compensation, including reimbursable expenses, itemized costs, survey, staking, will not exceed \$150,000.00 (the Contract Amount). The City will pay the Architect within 45 days of written monthly invoice for work completed to date, itemizing the work completed, reimbursable expenses, site survey or staking costs. It is understood that mileage will not exceed the amount of \$2,000. Payment will be made according to the schedule in the RFP, subject to satisfactory completion of each phase, and a percentage of the retainer on final payment upon pending submission of all required deliverables.

ARTICLE 5. INSURANCE AND INDEMNITY.

1. Insurance. Upon execution of this Agreement, the Architect will provide the City with an insurance certificate from an A+ rated firm, with coverage in the types and limits set forth in the RFP, with a waiver of subrogation.

2. The certificates of insurance (or applicable renewal certificates) in the name of Architect will include an endorsement naming the City of Warren, City of Warren Municipal Building Authority, City of Warren Downtown Development Authority, 37th Judicial District Court, and their elected and appointed officers, employees, boards, commissions and agents as an additional insured.

3. All insurance policies and certificates shall include a written provision providing 30 days prior written notice to the CITY of cancellation, non-renewal or material change or reduction of coverage. All operations shall cease on the occurrence of any such cancellation, material change or reductions, and shall not resume operations until new insurance is in force, and such interruption of work shall not be deemed excused, and may be grounds for a breach.

4. The Architect and any of its subcontractors shall maintain adequate insurance to cover any claims arising from or related to the performance of the work under this Agreement regardless of the limits imposed in this Agreement. The Architect further agrees that the insurance coverage pursuant to this Agreement shall in no way limit the Architect's indemnification obligations specified in this Agreement.

5. Indemnity. The Architect, for itself, its officers, employees, affiliates and agents, at its sole cost, shall indemnify, defend and hold harmless the City, the Downtown Development Authority and City of Warren Building Authority, the 37th Judicial District Court, and their officers, employees, agents, commissions and boards (Indemnified Parties), for and from any liability, penalties, claims, demands, losses, judgments, suits, and expenses (including reasonable attorney fees) for any personal injury, loss or damage arising out of or related to any act or omission or the performance of this Agreement, whether by Architect any of its officers, affiliates, employees, volunteers, agents, subcontractors or suppliers, or of any violation of or failure to comply with any law, regulation, code, or ordinance, or any supplier, contractor, laborer or other claims and liens, or of any infringement of a copyright, license, manual,

instruction, plan, design or work used in the performance of this Agreement. Architect will not be liable for any injury caused by the sole gross negligence of the City.

Architect will indemnify, defend and hold harmless the Indemnified Parties from and for any employment, worker's compensation, pension, insurance or other right or claim that may arise from an employment or contract for hire relationship that may be brought by any of the Architect's employees, officers, agents, subcontractors, or any other person or entity performing services or fulfilling the obligations under this Agreement.

These indemnification obligations shall survive termination or expiration of the Agreement.

ARTICLE 6. DOCUMENTS AND CONFIDENTIALITY.

1. The Architect will release to the City all drawings, site plans, and renderings and documents and other Instruments of Service prepared by or through Architect for the Project shall become the property of the City, prior to final payment. However, architectural plans will not be copied and released to a third party without the permission of the Architect, unless such third party is a subcontractor or contractor engaged in the performance of a public project related to the Project.

2. All of the reports, data, and information assembled by the Architect under this Agreement are confidential, and will not be made available to any individual or entity without the prior permission of the City.

ARTICLE 7. COPYRIGHTS AND LICENSES.

1. The Architect and the City warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

3. Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause, the license granted in this section shall terminate.

ARTICLE 8. TERMINATION OR SUSPENSION.

1. Either party may terminate this Agreement should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination, and if, after providing seven days' notice, the breach is not cured.

2. The City may terminate this Agreement upon not less than seven days' written notice to the Architect for the City convenience and without cause. In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination.

ARTICLE 9. NOTICES.

Except as provided below, invoices or notices under this Agreement shall be made by personal delivery or by first class mail, addressed to the CITY as follows:

Oksana Urban
Library Director
City of Warren
One City Square
Warren, MI 48093

and addressed to the ARCHITECT as follows:

Michael A. Malone, AIA
Partners in Architecture, PLLC
65 Market St., Suite 200
Mount Clemens, MI 48043

All notices shall be deemed given on the day of personal delivery or mailing. Either party to this Agreement may change its address for the receipt of Notices at any time by giving written notice to the other as provided and signed by the authorized representative of such party. Any notice of termination or change of address, or notices of legal nature, shall be sent by registered or certified mail, postage prepaid, return receipt requested.

ARTICLE 10. FORCE MAJEURE.

1. Definition. As used below, "Force Majeure Event" shall mean any act, omission or circumstance occasioned by or resulting from any acts of God, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, tornadoes, windstorms, volcanoes, fires, storms, floods, disasters, civil disturbances, explosions, sabotage, Governmental Actions, the failure to act of any Governmental Authority, the inability to renew any applicable permit, changes in applicable laws, shortages of labor or materials, strikes or other labor disputes, failures or partial failures of any equipment, failure of transportation, or any other events or circumstances not within the reasonable control of a party hereto which prevents the party from performing its obligation hereunder.

2. Financial Excluded. Force Majeure Event shall not include market conditions that affect the performance of services hereunder or a party's financial inability to perform.

3. Excused from Performance. The parties shall be excused from performing any of their respective obligations under this Agreement and shall not be liable in damages or otherwise on account of the non-performance, but only for so long as and to the extent that such party is unable to perform such obligation as a result of any Force Majeure Event.

4. Mitigation and Notice. The occurrence of a Force Majeure Event shall not relieve a party of its obligations and liability hereunder to the extent such party fails to use due diligence

and its best efforts to remove the cause and remedy or mitigate the effects of the Force Majeure Event. No Force Majeure Event shall relieve a party of its obligations or liability unless such party shall give notice of such Force Majeure Event to the other party within three (3) business days of the party's knowledge of the occurrence.

ARTICLE 11. MISCELLANEOUS.

1. Compliance with Laws. In addition to its other obligations, Architect will ensure that all work in connection with the Project is performed in compliance with all applicable laws, codes, ordinances and regulations, including the Occupational Safety and Health Administration (OSHA), and all safety and health regulations during the full term of this Agreement.

2. Successors and Assigns. The City and Architect bind themselves, their partners, successors, assigns and legal representatives to the other party to the Agreement with respect to all covenants of the Agreement.

3. Severability. Should any provision in the Agreement be found or deemed to be invalid, that provision shall be separable, and all other provisions which are otherwise lawful will remain in full force and effect.

4. Headings. The headings of the sections in this Agreement are for convenience only and shall not be used to construe or interpret the scope or intent of the Agreement or in any way affect same.

5. Governing Law. This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the State of Michigan, and in any court having jurisdiction over the property which is located in or whose district includes Macomb County, Michigan.

6. Assignments. Neither party shall assign or encumber, directly or indirectly, any interest whatsoever in this Agreement, and shall not transfer any interest in the Agreement without the prior written consent of the other party. Any consent given for any single instance shall not relieve either party of its obligation to obtain prior written consent of the other party to any further assignment except as provided herein. Notwithstanding this Article, the City reserves the right to assign partial rights and obligations to the City of Warren or any other public body corporate of the City of Warren authorized by the City to undertake the Project or a portion of the Project.

7. Independent Contractor. The relationship between the parties is limited to performance of this Agreement solely in accordance with its terms. No party shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party, and nothing in this Agreement shall be deemed to constitute any party or partner, agent, joint venture, or legal representative of the other party or to create any fiduciary relationship. The relationship of Architect and the City shall continue to be that of an independent contractor. No liability or benefits, such as workers compensation, pension rights, or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to any party or any party's agent or employee as a result of the performance of this Agreement.

8. Conflict of Interest. Architect covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with

the performance of the Services under this Agreement. Architect further covenants that in the performance of this Agreement no person having any such interest shall be employed.

9. Architect further covenants that no officer, member or employee of the Owner and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement has any personal or financial interest, directly or indirectly, in this Agreement or in the proceeds thereof.

EXECUTION

Architect represents and warrants to the CITY that all corporate actions and all governmental approvals necessary to the authorization, execution, delivery and performance of this Agreement have been taken and that it is ready and capable to perform its obligations. Architect further warrants that the person signing this Agreement is authorized to do so on behalf of Architect and to bind the Architect to this Agreement, and will provide written evidence of such authorization.

The City of Warren and Partners in Architecture, PLC, by their authorized officers and representatives, have executed this Agreement as of the date set forth below. This Agreement will be effective upon the date of the last party to sign.

WITNESSED BY:

CITY OF WARREN

By: _____
James R. Fouts

Its: Mayor

By: _____
Paul Wojno

Its: City Clerk

Dated: _____

WITNESSED BY:

PARTNERS IN ARCHITECTURE, PLLC

By: _____
Michael A. Malone, AIA

Its: President

By: _____

Its: _____

Dated: _____

PROJECT DESIGN FEE		
ORIGINALLY AWARDED CONTRACT AMOUNT	% FEE	Est. Fee
\$ 1,400,000.00	4.80%	\$ 67,200.00
\$ 1,600,000.00	4.80%	\$ 76,800.00
\$ 1,800,000.00	4.80%	\$ 86,400.00
\$ 2,000,000.00	4.80%	\$ 96,000.00

PROJECT CONSTRUCTION ADMINISTRATION FEE		
FINAL CONSTRUCTION COST AMOUNT	% FEE	Est. Fee
\$ 1,400,000.00	1.40%	\$ 19,600.00
\$ 1,600,000.00	1.40%	\$ 22,400.00
\$ 1,800,000.00	1.40%	\$ 25,200.00
\$ 2,000,000.00	1.40%	\$ 28,000.00

STAFF TITLE	STAFF HOURLY RATE
Principal Architect	\$125
Project Architect	\$95
Senior Designer	\$85
Design Support/CAD Technician	\$70
Clerical/Administrative	\$50
Structural Engineer Principal	\$135
Structural Engineer	\$110
Civil Engineer	\$115
Graduate Civil Engineer	\$95

STAFF TITLE	STAFF HOURLY RATE
Civil Engineer Aide I	\$67
Civil Engineer Aide II	\$75
Landscape Architect	\$125
Mechanical Engineer	\$100
Mechanical/Electrical Engineer Support	\$70
Interior Design	\$95

ESTIMATED REIMBURSABLE EXPENSES

Mileage per current IRS Rates (not to exceed)	\$ 2,000.00	Not to exceed amount
Bid Set Printing, Express Mailing and Plan Review Fees	\$ 500.00	Fees marked up 10%
In-house printing/platting and regular postage	\$ -	No Fees to the City
Estimated Total:	\$ 2,500.00	

PLEASE DETAIL BELOW, IN NARRATIVE FORM, ANY ADDITIONAL FEES THAT YOU ARE PROPOSING TO CHARGE THE CITY FOR SERVICES.

Topographical / Site Utility Survey	\$ 1,950.00	Not to exceed amount
First Time Construction Layout Staking	\$ 2,500.00	Not to exceed amount
LEED Administration/Application Process	\$ 14,500.00	Fees apply only if City requests these services
Estimated Total:	\$ 18,950.00	



CITY CONTROLLER'S OFFICE

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

MAY 15, 2015

TO: MR. SCOTT C. STEVENS, SECRETARY, WARREN CITY COUNCIL
SUBJECT: AWARD EXTENSION OF COOPERATIVE PURCHASE OF MOSQUITO PREVENTION
BRIQUETTES TRI-W-8976

The Purchasing Division, in conjunction with the Engineering Division, recommends that City Council extend the award for the purchase of Mosquito Prevention Briquettes through a cooperative purchasing effort led by the City of Farmington Hills, MI, to Univar, USA, 20994 Bridge Street, Southfield, MI 48033 in the amount of \$51,150.00.

On March 25, 2014, sealed bids were publicly opened by the City of Farmington Hills, MI for Mosquito Prevention Briquettes. This bid was posted on the BidNet® (MITN) system. Three (3) vendors responded with bids, which are summarized on the attached bid tabulation submitted for your review.

All three vendors bid the same unit price for the same type briquette. The recommendation, therefore, was to award to the one vendor who is based in Southfield, Michigan. The other two (2) vendors were located in Illinois and Florida.

On April 25, 2014, Farmington Hills City Council approved the award of Mosquito Briquettes to Univar USA at the per case price of \$682.00 (220 briquettes per case). The award automatically extended for a second year at the same terms and conditions.

The Engineering Division is recommending the purchase of seventy-five (75) cases (16,500 briquettes) of mosquito prevention briquettes, which will be placed in each of the City's catch basins.

These Altosid XR Extended Residual Briquettes are designed to release effective levels of (S)-Methoprene insect growth regulator over a period of 150 days in mosquito breeding sites. This product is very effective in treating standing or slowly moving water and kills the mosquito before it reaches the adult stage and can fly.

The total number of briquettes will allow for adequate treatment in all 18,000 catch basins (the City has 2,000 briquettes on hand) and will allow for any additional briquettes to be used for treating special requests such as ditches or standing water on private properties.

The City will be eligible for a 2.5% rebate from the manufacturer, which will amount to \$1,278.75.

Funds are available in the Engineering Division's Contractual Services Account: 1447-80119.

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Jim VanHavermaat
City Engineer

Approved By:	Signature	Date
Budget Director:		5/18/15
Controller:		5/18/2015
MAYOR:		5.19.15

REPORT FROM THE CITY MANAGER TO CITY COUNCIL – April 21, 2014**SUBJECT:** Award of Bid—2014 Mosquito Control Briquettes**ADMINISTRATIVE SUMMARY:**

- Bids were opened on March 25, 2014, for mosquito growth regulator products (summarized below). Bid specifications included unit pricing for one year, with an option to extend pricing for two additional one-year extensions through mutual consent with the vendor(s).
- As in the past, the City will be reimbursed for up to \$11,252 of its material costs for this program through Oakland County's West Nile Reimbursement Program. The County's funding formula is based on the City's population and road miles.
- The recommended vendor, Univar USA of Southfield, Michigan, has provided this product to the City over the past several years in a timely manner and with exceptional customer service.

RECOMMENDATION:

IT IS RESOLVED, that the City Council of Farmington Hills authorizes approval of a purchase order to Univar USA for the purchase of larvicide briquettes in the amount of \$12,292.

IT IS FURTHER RESOLVED, that the City Council adopt the attached resolution authorizing reimbursement of eligible mosquito control activities under Oakland County's West Nile Virus Program.

Company	Unit Cost (per case)	% Increase if Extended	Total (20 cases)
Univar Southfield, MI	\$682.00	0%	\$13,640
Clarke Mosquito Control Roselle, IL	\$682.00	0%	\$13,640
Adapco Sanford, FL	\$682.00	3-7%	\$13,640

SUPPORT DOCUMENTATION:

West Nile Virus (WNV) is a mosquito-borne virus that can cause encephalitis (inflammation of the brain), or meningitis (inflammation of the lining of the brain and spinal cord). It first appeared in the U.S. in 1999 in New York City, and is spread to humans by the bite of an infected mosquito. A mosquito becomes infected by biting a bird that carries the virus. The *Culex pipiens* species of mosquito, which prefers to feed on birds, is believed to carry the virus in Oakland County.

The most effective management program has been a combination of 1) education regarding how to avoid being bitten, 2) eliminating breeding grounds of stagnant water, and 3) controlling the mosquito larvae. *Culex pipiens* mosquitoes prefer stagnant water such as that found in catch basins and other nutrient-rich, even polluted, standing pools of water. Streams, healthy ponds, and wetlands do not fall into this category.

Ten years ago, the City began a program to treat right-of-way catch basins with a larvicide (150-day slow release) briquette. The low incidence of West Nile Virus in Oakland County is believed to be, in part, due to the catch basin treatment programs by several local communities. Staff is recommending the continuation of this program for this spring/summer. The mosquito control industry has developed products that are safe for handling, non-toxic to humans and most other animals, and specifically target mosquito larvae. Although many factors may account for reduction in the West Nile Virus infections during the past few years, it is recommended that the City continue to treat catch basins with larvicide briquettes as part of the overall strategy. Staff will spot-check various standing water pools and catch basins to monitor mosquito breeding.

Through the Oakland County West Nile Reimbursement Program, the City will be reimbursed for the cost of the larvicide briquettes.

Prepared by: Kevin P. McCarthy, P.E., DPW Superintendent

Departmental Authorization: Gary Mekjian, Director, Department of Public Services
Michael Lasley, Director, Department of Central Services

Approved by: Steve Brock, City Manager

Univar

19. **GENERAL INFORMATION**

The City of Farmington Hills requires a mosquito growth regulator product for the purpose of preventing mosquito emergence in City catch basins, ditches and water-holding locations.

20. **MINIMUM SPECIFICATIONS**

A. Product: Altosid XR (ingot shape), extended residual briquettes, or approved equivalent. Briquettes designed to control mosquitoes in storm drains, catch basins, ditches, ponds, and similar water-holding depressions.

1. Active Ingredient: (S) Methoprene (CAS #65733-16-6)
Dry weight basis, 2.1%

2. Performance: Release effective levels of methoprene insect growth regulator over a period of 150 days in mosquito breeding sites. Release of methoprene insect growth regulator through dissolution of the briquette. Briquettes shall prevent the emergence of adult mosquitoes including: Anopheles, Culex, Culiseta, Coquilletidia, and Mansonia spp., as well as those of the floodwater mosquito complex (Aedes and Psorophora spp.) from treated water.

3. Control Area: One (1) briquette per 200-sq. ft. in non (or low) flow shallow depressions.

B. Any bid submitted with deviations from these specifications, or for alternate products, must be explained in detail on an attachment to the bid.

C. Delivery: Upon receipt of a purchase order, delivery will be within fifteen (15) days

D. Unloading of shipments – Forty-eight (48) hours notice before delivery will be provided. Forklift assistance is available to unload pallets. Delivery hours are from 7:00 a.m. – 2:30 p.m.

E. Samples – three (3) samples of the briquette, pouches and granules shall be included in your returned bid along with any descriptive literature about your product.

21. **PRICING**

	ITEM	UNIT	QTY	UNIT COST	TOTAL
A.	Altosid XR Briquettes - Ingot Shaped	Each Case of 220	20	682 ⁰⁰	13,640 ⁰⁰
TOTAL COST					13,640 ⁰⁰

22. **FIRM PRICE GUARANTEE & CONTRACT EXTENSION**

Unit Prices will remain firm for ninety (90) days or bid award, whichever comes first, except for the successful bidder whose prices are to remain firm for one (1) year from date of award. The City of Farmington Hills reserves the right to extend the contract (beyond the first year) for up to two additional one year extensions, through mutual consent with the successful bidder, under the same terms and conditions. Please indicate below your percentage of increase per year over the prices listed herein for up to the two (2) each one (1) year extensions of this contract.

Prices listed herein will increase ZERO % each year beginning at the second year of award.

23. ACKNOWLEDGEMENT OF OFFICIAL DOCUMENTS

I David Driver, certify that I have read section 3 (Official Documents) of the invitation to bid and that the bid proposal documents contained herein were obtained directly from the City of Farmington Hills Purchasing Office or the MITN website, www.mitn.info and is an official copy of the authorized version.

24. AUTHORIZATION/ACCEPTANCE OF SPECIFICATIONS

SIGNED D.E. D COMPANY UNIVAR USA
PRINTED David E. Driver ADDRESS 20994 Bridge Street
TITLE sales rep CITY/STATE/ZIP Southfield, MICHIGAN 48083
PHONE 248-357-2230 FAX 248-357-8355
CONTACT PERSON David Driver OR Steve Johnson
EMAIL david.driver@univarusa.com WEBSITE www.pestco.com

Specific questions can be answered by calling Kevin McCarthy, DPW Superintendent at (248) 871-2850. General questions can be answered by calling Kelly Monico, Senior Buyer at (248) 871-2435.

25. EXTENSION OF AWARD TO MITN PURCHASING COOPERATIVE

The UNIVAR USA is a member of the MITN Purchasing Cooperative
(Entity)

consisting of many cities, townships, counties and other governmental agencies throughout Southeastern Michigan. If your company is awarded item(s) referenced in the bid proposal, the cooperative governmental entities may wish to use this contract and will use a purchase order for the item(s) awarded in this bid proposal following minimum order requirements set forth in the bid document. Each entity will provide their own purchase order and delivery location(s) and must be invoiced separately to the address indicated on the purchase order.

If an award is made to UNIVAR USA, it is agreed that
(Company)

The contract will be extended to the MITN Purchasing Cooperative under the same prices, terms, and conditions:

Signature of Company Representative D.E. D

Our company is NOT interested in extending the contract.

are responsible for properly disposing of all smoking related litter, which includes cigarette and cigar butts, tobacco, etc. Disposal of any smoking litter is not permitted on City property except in the provided receptacles

17. ~~NON-IRAN LINKED BUSINESS~~

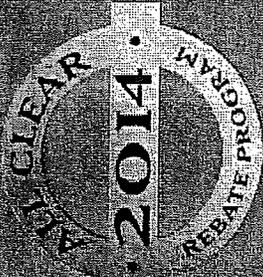
By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran linked business," as that term is defined 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."

D.E.D. 3/24/14

18. INSURANCE (REQUIRED FOR WORK ON OR WITHIN CITY PROPERTY/FACILITIES)

The contractor, and any and all of their subcontractors, shall not commence work for the City of Farmington Hills under any agreement until they have obtained the insurance required under this paragraph. All coverage's shall be with insurance carriers acceptable to the City of Farmington Hills. Please note the City uses the A.M Best Company Carrier Rating System to verify insurance carrier standing (www.ambest.com). Acceptable carriers must be an A (-) VII or higher to be qualified.

- A. **Workers' Compensation Insurance**-The contractor shall procure and maintain during the life of this contract, Worker's Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes if the State of Michigan.
- B. **General Liability** -The contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits no less than \$1,000,000.00 per occurrence and aggregate by project. Coverage shall include the following extensions (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included: Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions(if applicable).
- C. **Motor Vehicle Liability**-The contractor shall procure & maintain during the life of the contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- D. **Additional Insured**- All insurance as described above shall include an endorsement stating the following shall be ADDITIONAL INSURED: The City of Farmington Hills, all elected and appointed officials, all employees and volunteers. All boards & commissions and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming The City of Farmington Hills as additional insured, coverage afforded is considered primary and any other insurance the City may have in effect shall be secondary and/or excess.
- E. **Cancellation Notice**- All Insurance listed above shall be endorsed "Thirty days advanced written notice of cancellation/reduction material change will be provided"
- F. **Proof of Insurance coverage**- An ACORD form outlining insurance coverage is required prior to commencement of work. All documents will be forwarded to the City of Farmington Hills, Purchasing Division, 31555 Eleven Mile Road, Farmington Hills, MI 48336-1165.



PROTECT YOUR COMMUNITY AND EXTEND YOUR BUDGET



Be Vectorious – Manage mosquito populations and your mosquito abatement budget at the same time. When you purchase Alosid[®], Zenivex[®] and other professional mosquito control products from Central Life Sciences you can get cash back with the 2014 All Clear Rebate.

Up to 6% cash back

The more you buy, the more you get back.

Your Cumulative Purchases

Your Cumulative Purchases	Rebate %
\$5,000 to \$19,999	1%
\$20,000 to \$49,999	2%
\$50,000 to \$99,999	2.5%
\$100,000 to \$199,999	3%
\$200,000 to \$299,999	4%
\$300,000 to \$399,999	5%
\$400,000 +	6%

(excluding taxes)

How the rebate works

This rebate form and is submitted with relevant invoice copies on purchases made from January 1, 2014 to December 31, 2014. The deadline for submission is January 31, 2015. One rebate submission per customer. Rebate program is available only in the U.S. for all legal entity and state agencies and U.S. commercial organizations that purchase Alosid[®], Zenivex[®] and other Central Life Sciences mosquito control products from an approved U.S. Central Life Sciences agent/distributor.

How Alosid[®] larvicide works

Alosid[®] larvicide targets mosquitoes where they breed to prevent larvae from developing into breeding, biting adults. The multiple formulations that make Alosid[®] larvicide perfect for a variety of standing water applications include:



- 30-day Brackets & XR Biquets
- Liquid Larvicide (SR-B)
- Liquid Larvicide Concentrate (SR-20)
- Pellets & Pallets WSR
- Alosid SR-B Granules & Alosid XR-C Granules

How Zenivex[®] adulticide works

Zenivex[®] adulticide provides permanent knockdown and reliable control of adult mosquito populations. Designed for use in Ultra Low Volume (ULV) applications, Zenivex[®] adulticide has the following advantages:



- No Piperonyl Butoxide (PBO) synergist
- Quick, permanent knockdown
- Low usage rates
- Reduced risk classification
- Approved for use over agricultural crops and pastureland

To learn more about Alosid[®] larvicide, Zenivex[®] adulticide and other professional mosquito control products from Central Life Sciences visit www.CentralLifeSciences.com or call 800-248-7768.

State registration required in many states.

2014 Rebate Form

Get cash back for controlling mosquitoes by filling out this form. Remember to attach copies of your invoices.

FULL NAME _____
 TITLE _____
 COMPANY _____
 ADDRESS _____
 CITY _____ STATE _____ ZIP _____
 PHONE NUMBER _____
 EMAIL _____

Total dollar value of Alosid[®], Zenivex[®] and other Central Life Sciences mosquito products purchased (excluding taxes) in 2014: \$ _____

Please answer the following questions to ensure you continue to receive the best customer service possible. (optional)

How would you rate your overall experience working with your approved U.S. agent?

Exceptional Good Fair Poor

On average, how much larvicide and adulticide do you use in your mosquito control program?

Larvicide _____ % Adulticide _____ %

How to get your rebate

1. Purchases must be made through an authorized Central Life Sciences agent distributor.
2. Fill out form completely and cut on the line.
3. Attach all relevant invoice copies (important!) (Must be from a Central Life Sciences authorized agent/distributor)
4. Place in envelope with required postage and send to: Central Life Sciences
 2014 All Clear Rebate Program
 1501 East Woodfield Rd., Suite 200W
 Schaumburg, IL 60173

Must be postmarked by January 31, 2015 to be eligible. One rebate submission per customer. Allow 4-6 weeks for processing. Questions? Call 800-248-7768.

CUT HERE



Altosid[®] XR

EXTENDED RESIDUAL BRIQUETS



A SUSTAINED RELEASE PRODUCT TO PREVENT ADULT MOSQUITO EMERGENCE
(INCLUDING THOSE WHICH MAY TRANSMIT WEST NILE VIRUS)

SPECIMEN LABEL

ACTIVE INGREDIENT:

(S)-Methoprene (CAS #65733-16-6)
(Dry Weight Basis): 2.1%
OTHER INGREDIENTS: 97.9%
Total 100.0%

EPA Reg. No. 2724-421
EPA Est. No. 2724-TX-1

KEEP OUT OF REACH OF CHILDREN
CAUTION
SEE ADDITIONAL PRECAUTIONARY STATEMENTS

INTRODUCTION

ALTOSID[®] XR BRIQUETS are designed to release effective levels of (S)-Methoprene insect growth regulator over a period up to 150 days in mosquito breeding sites. Release of (S)-Methoprene insect growth regulator occurs by dissolution of the briquet. Soft mud and loose sediment can cover the briquets and inhibit normal dispersion of the active ingredient. The product may not be effective in those situations where the briquet can be removed from the site by flushing action.

ALTOSID[®] XR BRIQUETS prevent the emergence of adult mosquitoes including: *Anopheles*, *Culex*, *Culiseta*, *Coquillettidia*, and *Mansonia* spp., as well as those of the floodwater mosquito complex (*Aedes*, *Ochlerotatus*, and *Psorophora* spp.) from treated water. Treated larvae continue to develop normally to the pupal stage where they die.

NOTE: (S)-Methoprene insect growth regulator has no effect on mosquitoes which have reached the pupal or adult stage prior to treatment.

PRECAUTIONARY STATEMENTS
HAZARDS TO HUMANS AND DOMESTIC ANIMALS - CAUTION

Causes moderate eye irritation. Harmful if absorbed through skin. Avoid contact with skin, eyes, or clothing. Wash thoroughly with soap and water after handling.

FIRST AID	
Call a poison control center or doctor for treatment advice.	
If in eyes	<ul style="list-style-type: none"> • Hold eye open and rinse slowly and gently with water for 15-20 minutes. • Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.
If on skin or clothing	<ul style="list-style-type: none"> • Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15-20 minutes.
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-800-248-7763 for emergency medical treatment information.	

ENVIRONMENTAL HAZARDS

Do not contaminate water when disposing of unused product.

DIRECTIONS FOR USE

It is a violation of Federal Law to use this product in a manner inconsistent with its labeling.

APPLICATION TIME

Place **ALTOSID® XR BRIQUETS** at or before the beginning of the mosquito season. Apply **ALTOSID® XR BRIQUETS** prior to flooding when sites are dry, or on snow and ice in breeding sites prior to spring thaw. Under normal conditions, one application will last the entire mosquito season, or up to 150 days, whichever is shorter. Alternate wetting and drying will not reduce their effectiveness.

APPLICATION RATES

Aedes, Ochlerotatus, and Psorophora spp.: For control in non-(or low-) flow shallow depressions (≤ 2 feet in depth), treat on the basis of surface area, placing one **ALTOSID® XR BRIQUET** per 200 ft². Place briquets in the lowest areas of mosquito breeding sites to maintain continuous control as the site alternately floods and dries up.

Culex, Culiseta and Anopheles spp.: Place one **ALTOSID® XR BRIQUET** per 100 ft².

Coquillettidia and Mansonia spp.: For application to cattail marshes and water hyacinth beds. For control of these mosquitoes, place one **ALTOSID® XR BRIQUET** per 100 ft².

Culex sp. in storm water drainage areas, sewers, and catch basins: For catch basins, place one **ALTOSID® XR BRIQUET** into each basin. In cases of large catch basins, follow the chart below to determine the number of briquets to use. For storm water drainage areas, place one briquet per 100 ft² of surface area up to two ft deep. In areas that are deeper than two feet, use one additional briquet per two feet of water depth.

Water flow pressure increases the potential dissolution of the briquet. Conduct regular inspections (visual or biological) in areas of water flow to determine if the briquet is still present. Adjust the retreatment interval based on the results of an inspection.

ALTOSID® XR BRIQUETS Application Chart

Number of Briquets	Catch Basin Size (Gallons)	Surface Area/ Water Depth (ft)
1	0 - 1500	0 - 2
2	1500 - 3000	2 - 4
3	3000 - 4500	4 - 6
4	4500 - 6000	6 - 8

APPLICATION SITES

ALTOSID® XR BRIQUETS are designed to control mosquitoes in treated areas. Examples of application sites are: storm drains, catch basins, roadside ditches, fish ponds, ornamental ponds and fountains, other artificial water-holding containers, animal watering troughs, cesspools and septic tanks, waste treatment and settling ponds, flooded crypts, transformer vaults, abandoned swimming pools, tires, construction and other manmade depressions, cattail marshes, water hyacinth beds, vegetation-choked phosphate pits, pastures, meadows, rice fields, freshwater swamps and marshes, salt and tidal marshes, treeholes, woodland pools, floodplains, and dredging spoil sites. For application sites connected by a water system, i.e., storm drains or catch basins, treat all of the water-holding sites in the system to maximize the efficiency of the treatment program.

STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage or disposal.

STORAGE: Store in a cool place. Do not reuse empty container.

PESTICIDE DISPOSAL: Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

CONTAINER DISPOSAL: Nonrefillable container. Do not reuse or refill this container. Completely empty bag into application equipment. Then offer for recycling, if available, or dispose of empty container in a sanitary landfill or by incineration, or if allowed by state and local authorities, by burning. If burned, stay out of smoke.

WARRANTY AND CONDITIONS OF SALE

Seller makes no warranty, expressed or implied, concerning the use and handling of this product other than indicated on the label. To the extent permitted by law, Buyer assumes all risks of use and handling of this material when such use and handling are contrary to label instructions.

For information, or in case of an emergency, call 1-800-248-7763.

www.altosid.com

Wellmark International
1501 East Woodfield Road 200W
Schumburg, Illinois 60173



ALTOSID, ZOECON and the ZOECON logo are registered trademarks of Wellmark International.
©2005-2010 WELLMARK INTERNATIONAL
Made in USA

May, 2010
Schumburg, IL

Date Issued:
Supersedes:

February, 2012
September, 2011

MATERIAL SAFETY DATA SHEET

ZOECON® ALTOSID XR EXTENDED RESIDUAL BRIQUETS

Manufacturer: Wellmark International
Address: 1501 East Woodfield Road, Suite 200W, Schaumburg, IL 60173
Emergency Phone: 1-888-914-2082
Transportation Emergency Phone: CHEMTREC: 1-800-424-9300

1. CHEMICAL PRODUCT INFORMATION

Product Name: Zoecon® Altosid XR Extended Residual Briquets
Chemical Name/Synonym: (S)-Methoprene; isopropyl (2E,4E,7S)-11-methoxy-3,7,11-trimethyl-2,4-dodecadienoate
Chemical Family: Terpenoid
Formula: C₁₉ H₃₄ O₃
EPA Registration No.: 2724-421
RF Number: RF-292

2. COMPOSITION/INFORMATION ON INGREDIENTS

<u>Component (chemical, common name)</u>	<u>CAS Number</u>	<u>Weight</u>	<u>Tolerance</u>
(S)- Methoprene: Isopropyl (2E,4E,7S)-11-methoxy-3,7,11-trimethyl-2,4-dodecadienoate	65733-16-6	2.1%	Not established
Inert ingredients (non-hazardous and/or trade secret)		97.9%	

3. HAZARD INFORMATION

PRECAUTIONARY STATEMENT
KEEP OUT OF REACH OF CHILDREN
HAZARDS TO HUMANS AND DOMESTIC ANIMALS – CAUTION
CAUSES MODERATE EYE IRRITATION. HARMFUL IF ABSORBED THROUGH SKIN. AVOID CONTACT WITH SKIN, EYES, OR CLOTHING. WASH THOROUGHLY WITH SOAP AND WATER AFTER HANDLING.

SIGNS AND SYMPTOMS OF OVEREXPOSURE

PRIMARY ROUTE OF ENTRY Dermal/Eye: Yes Oral: No Inhalation: No

ACUTE TOXICITY

Oral: No specific hazard identified

Dermal: Harmful if absorbed through skin

Inhalation: No specific hazard identified

OTHER TOXICOLOGICAL INFORMATION

Skin Irritation: Mild irritating
Eye Irritation: Moderate eye irritant
Sensitizer: Not a skin sensitizer

Zoecon® Altosid XR Extended Residual Briquets

4. FIRST AID MEASURES

- If in eyes:
- Hold eye open and rinse slowly and gently with water for 15-20 minutes.
 - Remove contact lenses, if present, after the first 5 minutes, then continue rinsing.
 - Call a poison control center or doctor for treatment advice.
- If on skin:
- Take off contaminated clothing.
 - Rinse skin immediately with plenty of water for 15-20 minutes.
 - Call a poison control center or doctor for treatment advice.

Note to Physician: There is no specific antidote. Treatment of overexposure should be directed at the control of symptoms and the clinical condition.

5. FIRE FIGHTING MEASURES

NFPA Rating:	Health: 1	Fire: 0	Reactivity: 0
Flammability Class:	Solid		
Flash Point:	Does not flash		
Explosive Limits (% of Volume):	N/A		
Extinguishing Media:	Water, foam, dry chemical		
Special Protective Equipment:	Firefighters should wear protective clothing, eye protection, and self contained breathing apparatus.		
Fire Fighting Procedures:	Normal procedures. Do not allow run-off to enter waterways inhabited by aquatic organisms.		
Combustion Products:	None known		
Unusual Fire/Explosion Hazards:	None		

6. ACCIDENTAL RELEASE MEASURES

- Steps to be taken: Sweep up material and place in a container for disposal. Do not allow spill to enter waterways inhabited by aquatic organisms.
- Absorbents: Not necessary due to product form and packaging
- Incompatibles: None

7. HANDLING AND STORAGE

- Handling: Avoid contact with eyes, skin or clothing. Do not remove briquets from container except for immediate use. Avoid breathing dust. Wash thoroughly with soap and water after handling.
- Storage: Store in a cool, dry place. Do not contaminate food or feed by storage or disposal. Keep away from children.

8. EXPOSURE CONTROL / PERSONAL MEASURES

- Exposure Limits: Not Applicable
- Ventilation: Use with adequate ventilation.
- Personal Protective Equipment: Avoid contact with skin, eyes and clothing. Wash thoroughly with soap and water after handling. Use good Industrial Hygiene practices including protective gloves and eyewear. If prolonged exposure to high levels of dust is expected, approved respiratory protection may be required.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance and Odor:	White to Grey solid with slight hydrocarbon odor.
Boiling Point:	N/A
Melting Point:	N/A
Vapor Pressure (mm Hg):	N/A
Vapor Density (Air = 1):	N/A
Specific Gravity:	1.8492 g/cc
Bulk Density:	N/A
Solubility:	1 ppm
Evaporation Rate:	N/A
pH:	N/A

10. STABILITY AND REACTIVITY

Stability:	Stable
Reactivity:	Non-reactive
Incompatibility w/ Other Materials:	None
Decomposition Products:	None
Hazardous Polymerization:	Will not occur

11. TOXICOLOGICAL INFORMATION

ACUTE TOXICITY

Acute oral toxicity: LD50 >5,100 mg/kg
Acute dermal toxicity: LD50 >2100 mg/kg
Acute inhalation: LC50 >5.19 mg/L (S-methoprene)
Skin irritation: Mild skin irritant
Eye irritation: Moderate eye irritant
Not a dermal sensitizer

CHRONIC TOXICITY [Based on (RS)-Methoprene Technical]

(R,S)-Methoprene is not considered a carcinogen. The NOEL for non-carcinogenic effects in an 18 month mouse study was 250 ppm.

DEVELOPMENTAL/REPRODUCTIVE TOXICITY [Based on (RS)-Methoprene Technical]

(R,S)-Methoprene is not a teratogenic compound. The NOEL for maternal and embryotoxicity in rabbits was 200 mg/kg/day. The NOEL for reproductive effects in rats was 500 ppm.

MUTAGENICITY [Based on (RS)-Methoprene Technical]

(R,S)-Methoprene is not a mutagen.

12. ECOLOGICAL INFORMATION

ENVIRONMENTAL FATE [Based on (RS)-Methoprene]

Hydrolysis:	T _{1/2} > 4 weeks
Photolysis:	T _{1/2} < 10 hours
Soil half life:	~ 10 days
Water solubility:	0.52 ppm

ECOTOXICITY [Based on (S)-Methoprene]

Acute Toxicity: fish: LC₅₀ (trout): 760 ppb, (bluegill): > 370 ppb ((S)-Methoprene);
aquatic invertebrates: LC₅₀ (Daphnia): 360 ppb ((S)-Methoprene)
This product is toxic to aquatic dipteran.

Zoecon® Altosid XR Extended Residual Briquets

13. DISPOSAL CONSIDERATIONS

Wastes resulting from use of this product should be disposed of in accordance with all federal, state and local requirements. For additional regulatory information, see section 15 of this document.

14. TRANSPORT INFORMATION

DOT49CFR Description: Not regulated as hazardous by D.O.T.

Freight Classification: Insecticides, NOI other than poison in boxes or drums. NMFC 155050

15. REGULATORY INFORMATION

CERCLA (Superfund): Not regulated

RCRA: Not regulated as hazardous

SARA 311/312 HAZARD CATEGORIES

Immediate Health: Yes (irritation)

Delayed Health: No

Fire: No

Sudden Pressure: No

Reactivity: No

The information presented herein, while not guaranteed, was prepared by technically knowledgeable personnel and to the best of our knowledge is true and accurate. It is not intended to be all inclusive and the manner and conditions of use and handling may involve other or additional considerations.

RESOLUTION

Document No: TRI-W-8976 Award Extension
Product or Service: Mosquito Prevention Briquettes
Requesting Department: Engineering

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 _____.

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 City Engineer has determined that is it necessary in the interests of the City, to acquire supplies, equipment, or goods pursuant to cooperative purchasing.

The City is seeking to purchase seventy-five (75) cases of 150-day slow release Mosquito Prevention Briquettes to aid the City in the control of Mosquitos. Each case has 220 briquettes cost \$682.00 per case.

Univar USA, 20994 Bridge Street, Southfield, MI 48033 has been selected for the cooperative purchase. The City of Farmington Hills, MI opened sealed bids on March

25, 2014. Three vendors submitted bids for the requested 150-day slow release mosquito prevention briquettes. All three vendors submitted the same pricing of \$682.00 per case of 220 briquettes. The three vendors were Univar, USA (Southfield, MI), Clarke Mosquito Control (Roselle, IL), and Adapco (Sanford, FL).

On April 25, 2014 Farmington Hills, MI City Council approved a cooperative award to Univar, USA based on the fact that they were located in the State of Michigan. The award was extendable for one year (2015 season) at the same terms and conditions.

On June 10, 2014, Warren City Council approved the purchase of 75 cases of mosquito briquettes at a cost of \$682.00 per case (220 briquettes per case). This resolution is for the purchase of the same quantity, and at the same price as was approved in June, 2014.

The purchasing agent has conducted a review and concurs with the cooperative purchase.

Funds are available in the Engineering Division's Contractual Services Account 1447-80119.

IT IS RESOLVED, that the cooperative purchase through Univar, USA is hereby accepted by City Council for the purchase of seventy-five (75) cases of 150-day slow release Mosquito Prevention Briquettes (220 per case) at a per case cost of \$682.00 for a total of \$51,150.00. A 2.5% rebate will be issued in the form of a check, by the manufacturer, which will amount to \$1,278.75.

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:



CITY CONTROLLER'S OFFICE

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

May 18, 2015

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

Re: Request for an Increase in Budgeted Revenues and Appropriations –
Police Department

Dear Sir:

In the attached communication dated May 6, 2015, Corporal Ross requests the need for an increase in budgeted revenues and appropriations in the amount of \$28,000.00 to account for the receipt of a Homeland Security Grant Program (HSGP) – 2014 Urban Areas Security Initiative Training Grant.

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

Respectfully,

A handwritten signature in blue ink that reads "Renee Rezak".

Renee Rezak
Budget Director

Approved: _____

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

cc: Rob Maleszyk
Jere Green

RESOLUTION AMENDING FISCAL 2015 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, 2014 to June 30, 2015 was adopted by Council on May 13, 2014, and

WHEREAS, the Police Department has indicated a need to this Council for an increase in budgeted revenues and appropriations in the amount of \$28,000.00 to account for the receipt of a HSGP - 2014 Urban Area Security Initiative reimbursement based training grant;

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the original General Appropriation Resolution for Fiscal 2015 Budget, approves the additional revenues and appropriation of funds to the following budget line items in the General Fund in the amount of \$28,000.00.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Increase Revenues:</u> 101-080-56644	HSGP – 2014 Urban Areas Security Initiative	<u>\$28,000.00</u>
<u>Increase Appropriations:</u> 1301-98473	HSGP – 2014 UASI Training Expenses	<u>\$28,000.00</u>

BE IT FURTHER RESOLVED, that the City Council hereby revises the estimated revenues and appropriations for the General Fund Budget for fiscal 2015 in the amount of \$28,000.00.

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



WARREN POLICE DEPARTMENT

29900 CIVIC CENTER BLVD.
WARREN, MI 48093
(586) 574-4700
FAX (586) 574-4862
www.cityofwarren.org

May 6, 2015

Renee Rezak ~ Budget Director
City of Warren, Michigan

Re: **Request, for Increase in Budget Revenues and Appropriations – Police Department**

Dear Ms. Rezak,

The Warren Police Department requests an increase in appropriations from the awarded a 2014 Urban Area Security Initiative Training Grant, totaling \$28,000.00. (Approved AAF#, R2-2014-81-0060)

- **This grant is a reimbursement grant.**

Under this award, critical emergency response members of the Police Department and the Metro Macomb Regional Swat Team, led by WPD Sgt. Brendan Brosnan, will participate in training activities that will sustain and enhance critical first responder skills. This grant requires an Increase in Budget Revenues and Appropriations so we may pay for and then receive reimbursement for the following from Macomb County:

- Course Tuition.....\$26,000.00 (\$866.66 per student x 30 students)
- Meals.....\$2000.00

Attached you will find the approval for this grant.

Thank you for your assistance in placing this addition before the City Council.

Regards,

Corporal W. K. Ross
Administrative Corporal
Warren Police Department
586-574-4791

Alignment and Allowability Form Revised November 2014
 Submit to: EMD_HSGP@michigan.gov
 MSP-EMHSD Tracking Number: R2-2014-81-0060

1.A Subgrantee Name: Alignment and Allowability Form
 Macomb Fiduciary/Macomb County

1.B Region: 2-Two **1.C Regional Fiduciary:** Yes **1.D Date Sent:** February 19, 2015 **1.E Category:** Sustaining or maintaining a current capability

1.F Subgrantee Point of Contact: Michael Curtis **1.I Project Lead (if applicable):** Brendan Brosnan

1.G Subgrantee E-Mail Address: michael.curtis@macombgov.org **1.J Project Lead E-Mail Address:** bbrosnan@warrenpd.org

1.H Subgrantee Phone Number: 586-469-7977 **1.K Project Lead Phone Number:** 586-574-4853

2.A Grant Year: 2014 **2.B Grant Program:** HSGP-Urban Areas Security Initiative (LETPA 25%)

2.C Investment Title: FY14 UASI - #7 CBRNE/WMD/Terrorism Prevention and Response

2.D Investment Project Number: **2.E Investment Project Title:** Law Enforcement Prevention of and Response to CBRNE/WMD Incidents #36

2.F Local Sub-Project Identifier, if needed (SUBGRANTEE USE ONLY): 2015 Metro Swat Close Qtrs Training

2.G Investment and Investment Project Alignment:
 Investment Description:
 "This investment will allow the Detroit UASI to develop plans, purchase equipment, deliver training, and conduct exercises to ensure first responders and special response teams are equipped to prevent and respond to acts of terrorism. This investment will support closing several gaps identified in the 2013 SPR: "Teams require training for new personnel in addition to sustainment training for current staff to maintain operational readiness." (SPR p.17,45,55,57). The activities outlined in this investment also support the development of resources identified as necessary to the advancement of several Core Capabilities per the Detroit UASI THIRA Capability Estimation: Hazmat Entry Teams (THIRA p.2.3); Incident Management Teams (THIRA p.2.2,2.3,3.4); USAR Task Force and Collapse Search and Rescue Teams (THIRA p.2.8); Mobile Field Force Teams (THIRA p.2.9); SWAT/Tactical Teams (THIRA p.2.9); Aviation Teams (THIRA p.2.9); Dive Teams and Bomb Squads."

This training for the (Macomb County) Metro SWAT Team will close identified training gaps by providing the training needed as identified through prior planning meetings. Training and exercises, and will "ensure first responders and special response teams are equipped to prevent and respond to acts of terrorism" as required under the investment.

This is a terrorism preparedness / prevention activity as the training being conducted will provide the law enforcement's specialty team with the appropriate level of training necessary to perform disruption / interdiction actions to limit and / or eliminate terrorist threats as well as respond to incidents of terrorism.

2.H Homeland Security Strategy (SHSS or RHSS) Goal: Goal 4: Provide an effective means to respond and recover from critical incidents that overwhelm the ...

2.I Homeland Security Strategy (SHSS or RHSS) Objective: Objective 4.9: (FY14 Update) Annually deliver a minimum of 15 training courses and conduct a minimum of five (5)

2.J Core Capability 1: Response - On-scene Security and Protection

2.K Core Capability 2: Prevention - Interdiction Disruption

FOR MSP-EMHSD USE ONLY:

Investment Alignment Review: Justification Accepted Justification Denied **Reviewer/Date:** D. Asbridge 2/19/2015

TR ***** Please See Part III - Section 3.A - 3.I for the Allowability Review *****

Alignment and Allowability Form Revised November 2014
 Submit to: EMD_HSGP@michigan.gov

MSP-EMHSD Tracking Number: R2-2014-81-0060

This form is to be used as a component in your decision making for generating expenses. Reimbursed equipment costs must conform to descriptions for grant allowability as provided under the (RKB/AEL item number(s)) referenced below. For all other solution areas, refer to the federal grant program guidance. It is essential that the costs illustrate progress toward achieving outcomes for the investment that has been selected as the basis for allowability. For any cost reimbursement that is determined unallowable by a future federal or state audit, funding shall be returned to MSP-EMHSD.

Part III - ALLOWABILITY REVIEW

3.A Solution Area:	Training	3.B AEL Number:	N/A
3.C Detailed Description of Costs:	Course Tuition.....\$ 26,000.00 (\$866.66 per student x 30 students) (\$9.52/meal x 35 students/instructors x 3 days x 2 meals) Meals\$ 2,000.00		

Project lead has secured a training range/facility at no charge and departments WILL NOT be seeking reimbursement for backfill/overtime costs. Departments participating will provide their own training supplies (ammo, etc...). Meals are being provided for students and instructors on-site to reduce down time and provide a more efficient use of training time.

3.D Quantity:	see above	3.E Unit Cost:	see above	3.F Total Cost:	\$28,000
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Alignment and Allowability Form Revised November 2014

Submit to: EMD_HSGP@michigan.gov

MSP-EMHSD Tracking Number: R2-2014-81-0060

3.G Detailed Narrative of Intended Use/Outcome:

Close quarter Combat is a physical confrontation between two or combatants that can take place between police and criminals and involving engaging the criminal with personal weapons at very short range of up to 30 meters, from proximity hand to hand combat to close quarter target negotiation with short range firearms. In the typical close quarter combat scenario, tactical teams employ a very fast and aggressive takeover of a vehicle or structure controlled by a criminal, who usually have no easy way to withdraw. Because criminals, hostages/civilians and fellow operators can be closely intermingled, close quarter combat a rapid assault and precise applications of use of force. The operators need great proficiency with their weapons, and the ability to make a split second decisions in order to minimize accidental casualties. This training will instruct tactical team members in the proper tactics/procedures to use in close quarters encounters. It will increase their effectiveness/efficiency in this area while also improving officer and citizen safety in these types of incidents. This project falls under terrorism preparedness as the training being provided will increase the capability to respond to terrorism events with the proper training and resources needed to adequately mitigate incidents that require the use of close quarters tactics.

3.H Personnel Activity: Are the costs identified in this project associated with Personnel Activities? Please consult your federal grant program guidance for a more detailed description of allowable costs and to verify the maximum personnel cap percentage. The subgrantee is responsible to ensure that the maximum personnel cap amount is not exceeded.

3.I EHP: Will there be ANY construction, renovation, and/or installation involved with this project regardless of funding source?

Environmental and Historic Preservation Compliance. FEMA is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review to ensure that FEMA-funded activities comply with various federal laws. Use of funds for construction, renovation, and installation projects must comply with EHP. Subgrantees must complete and submit an EHP Screening Memo for these projects. The use of federal funds on any part of a project may "federalize" the entire project, thereby requiring an Environmental and Historic Preservation (EHP) Program review of the entire project.
Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
 Federal funds must be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits.

Alignment and Allowability Form Revised November 2014
 Submit to: **EMD_HSGP@michigan.gov**
 MSP-EMHSD Tracking Number: **R2-2014-81-0060**

Part IV - TRAINING SECTION

4.A Course Name:	Custom Opposition Based Close Quarters Battle Course				
4.B Is Training a FEMA-approved Course?	No	4.C Level of Training:	City of Warren Police Department		
4.E Sponsoring Jurisdiction:	Invictus Alliance Group, Inc		4.H Training Provider:	Invictus Alliance Group, Inc	
4.G Company Name:	Invictus Alliance Group, Inc		4.J E-Mail:	jidootytsky@northernred.com	
4.I Point of Contact:	J.D. Poturnsky		4.L Phone:	910-684-0044	
4.K Address:	9 Lakewood Court Whisping Pines, NC 28327				

PLEASE NOTE: Costs determined to be unallowable by federal or state audit shall be returned to MSP-EMHSD. This form shall be provided with reimbursement requests to establish linkage between cost documents provided and grant allowability guidance.

FOR MSP-EMHSD USE ONLY:

Date AAF Received by MSP-EMHSD:	Additional Information Requested:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Date Additional Information Requested:	Date Additional Information Received:		
Grant Allowability Review:	<input checked="" type="checkbox"/> Justification Accepted	<input type="checkbox"/> Justification Denied	
MSP-EMHSD REVIEWER:	<i>Set M. R. R.</i>	Date:	<i>4/29/15</i>

Justification accepted means that MSP/EMHSD will work with the subgrantee during an audit to prove allowability under the grant program chosen in section 2.B based on the intended use/outcome described in section 3.G. If the intended use/outcome is different than listed in section 3.G, MSP-EMHSD may not be able to justify in an audit that the costs are allowable under the grant program chosen in section 2.B. If anything is deemed unallowable during an audit, the subgrantee will be responsible for repayment of the funding to the federal government and shall return the funds to MSP-EMHSD.



CITY CONTROLLER'S OFFICE

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

MAY 12, 2015

TO: MR. SCOTT C. STEVENS, SECRETARY, WARREN CITY COUNCIL
SUBJECT: OAK-W-9190 - PURCHASE OF ONE (1) CHEVROLET TAHOE THROUGH THE OAKLAND COUNTY COOPERATIVE VEHICLE BID

The Purchasing Division concurs with the Police Department and recommends that City Council award the purchase of one (1) 2015 Chevrolet Tahoe Police Vehicle to Berger Chevrolet, 2525 28th Street, S.E., Grand Rapids, MI 49512, in the total amount of \$29,920.00 through the Oakland County Cooperative Fleet Contract #4181.

This vehicle will replace a 2009 Chevrolet Tahoe with approximately 100,000 miles. This vehicle was involved in a traffic accident in November, 2014 and it was determined by the Police and DPW that it is not cost effective to repair this vehicle.

The new Chevy Tahoe will be used exclusively by evidence technicians to carry the tools and equipment necessary to process crime scenes.

This vehicle will be purchased under the Oakland County Cooperative Vehicle Contract (#4181).

If the City Council approves this purchase, payment shall be authorized to be made to the recommended vendor upon satisfactory receipt of the vehicle.

Please see the attached correspondence from the Police Department.

The Police Department will be utilizing funds from the Federal Forfeiture Account #: 9261-82214.

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:	<i>Renee Ryan</i>	5/18/15
Controller:	<i>Bob Maliszyn</i>	5/18/2015
MAYOR:	<i>[Signature]</i>	5.19.15

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/
Berger Chevrolet
Bob Evans
2525 28th Street SE
Grand Rapids MI 49512

Contract ID 00000000000000000004181		Page 1 of 2
Contract Dates 07/01/2014 to 06/30/2015		FOB DEST
Buyer Joseph P. Dahl	Phone 248/858-0514	Email dahljp@oakgov.com
Description 2015 Chevy SUV's-B-COOP		Contract Maximum 1,000,000.00

Vendor ID 0000016040
Phone 616/575-9629 Bob Evans
Fax 616/988-9178 bevans@bergerchevy.com

Tax Exempt ID 38-6094876

Line #	Item Number	Item/Description	Category Co	Item UOM	Contract Price
1	000000000000034380	2015 Chevrolet Suburban	25000000	EA	1.00
2	000000000000034381	2015 Chevrolet Tahoe	25000000	EA	1.00

This contract is for 2015 model year Chevy SUV's 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 filed 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.

Authorized Signature

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/
Berger Chevrolet
Bob Evans
2525 28th Street SE
Grand Rapids MI 49512

Contract ID 000000000000000000004101		Page 2 of 2
Contract Dates 07/01/2014 to 06/30/2015		FOB DEST
Buyer Joseph P. Dahl		Terms NET 0
Phone 248/858-0514	Email dahly@oakgov.com	
Description 2015 Chevy SUV's-B-COOP	Contract Maximum 1,000,000.00	

Vendor ID 0000016040
Phone 616/575-9629 Bob Evans
Fax 616/966-9178 bevans@bergerchevy.com

Tax Exempt ID 38-6004876

Line #	Item Number	Item/Description	Category Co	Item UOM	Contract Price
--------	-------------	------------------	-------------	----------	----------------

The prices indicated on this contract are not subject to change without written notification in advance

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 Hazardous 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 (#205 79, Rule 29).

FOR REPORTING PURPOSES - COUNTY OF OAKLAND I D #38-6004876W

Authorized Signature



Prepared For:
City of Warren
Sgt Matt Nichols

Prepared By:
Robert M. Evans
Berger Chevrolet
2525 28th SE
Grand Rapids, MI 49512
Phone: (616) 949-5200
Fax: (616) 988-9178
Email: bevans@bergerchevy.com

2015 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr

SELECTED MODEL & OPTIONS

SELECTED MODEL - 2015 Fleet/Non-Retail CC15706 2WD 4dr

<u>Code</u>	<u>Description</u>
CC15706	2015 Chevrolet Tahoe 2WD 4dr

SELECTED VEHICLE COLORS - 2015 Fleet/Non-Retail CC15706 2WD 4dr

<u>Code</u>	<u>Description</u>
-	Interior: Jet Black
-	Exterior 1: Black
-	Exterior 2: No color has been selected.

SELECTED OPTIONS - 2015 Fleet/Non-Retail CC15706 2WD 4dr

<u>Code</u>	<u>Description</u>
AVF	2015 INTERIM PROCESSING CODE (Required on all interim models produced starting in October 2014.)
Z56	SUSPENSION, HEAVY-DUTY, POLICE-RATED front, independent torsion bar, and stabilizer bar and rear, multi-link with coil springs (Included and only available with (9C1) Police Vehicle only)
FE9	EMISSIONS, FEDERAL REQUIREMENTS
L83	ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJECTION AND VARIABLE VALVE TIMING includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)
MYC	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED with overdrive and tow/haul mode (STD)
GU4	REAR AXLE, 3.08 RATIO (STD) (Not available with (NHT) Max Trailering Package.)
1FL	COMMERCIAL PREFERRED EQUIPMENT GROUP Includes Standard Equipment *CREDIT*
RAP	WHEELS, 17" X 8" (43.2 CM X 20.3 CM) STEEL, POLICE, BLACK (Included and only available with (9C1) Police Vehicle)

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

Prepared For:
City of Warren
Sgt Matt Nichols

Prepared By:
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Berger Chevrolet
2525 28th SE
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Phone: (616) 949-5200
Fax: (616) 988-9178
Email: bevans@bergerchevy.com

2015 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2015 Fleet/Non-Retail CC15706 2WD 4dr

<u>Code</u>	<u>Description</u>
QAR	TIRES, P265/60R17 ALL-SEASON, POLICE, V-RATED (Included and only available with (9C1) Police Vehicle)
ZAK	TIRE, SPARE, P265/60R17 ALL-SEASON, POLICE, V-RATED (Included and only available with (9C1) Police Vehicle)
ZY1	PAINT SCHEME, SOLID APPLICATION
GBA	BLACK
AZ3	SEATING, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER includes 6-way power driver and 2-way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage, storage compartments in seat cushion (includes auxiliary power outlet), adjustable outboard head restraints and storage pockets (With vinyl, does not include (AG1) Driver 6-way power seat adjuster or (AG2) Front passenger 6-way power adjuster.) (STD)
H0U	JET BLACK, CLOTH SEAT TRIM
IO3	AUDIO SYSTEM, AM/FM STEREO WITH CD PLAYER AND AUXILIARY INPUT JACK includes 2 USB ports and 1 SD card reader (STD)
9C1	IDENTIFIER FOR POLICE PATROL VEHICLE (Must be specified.) *CREDIT*
NZZ	FRONT UNDERBODY SHIELD (Included and only available with (9C1) Police Vehicle)
K4B	BATTERY, AUXILIARY, 730 CCA
—	POWER SUPPLY, 100-AMP, AUXILIARY BATTERY, REAR ELECTRICAL CENTER (Included and only available with (9C1) Police Vehicle only)
—	POWER SUPPLY, 50-AMP, POWER SUPPLY, AUXILIARY BATTERY passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle only)
—	POWER SUPPLY, 120-AMP, (4) 30-AMP CIRCUIT, PRIMARY BATTERY relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle only)
KW7	ALTERNATOR, 170 AMPS, HIGH OUTPUT (Included and only available with (9C1) Police Vehicle only)

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2015 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2015 Fleet/Non-Retail CC15706 2WD 4dr

<u>Code</u>	<u>Description</u>
UT7	GROUND STUDS, AUXILLARY, REAR COMPARTMENT (Requires (9C1) Police Vehicle)
C5U	GVWR, 6800 LBS. (3084 KG) (Included and only available with (9C1) Police Vehicle)
RM7	WHEEL, 17" X 8" (43.2 CM X 20.3 CM) FULL-SIZE, STEEL SPARE includes P265/60R17 V-rated tire (Included and only available with (9C1) Police Vehicle)
—	LUGGAGE RACK, DELETE (Included and only available with (9C1) Police Vehicle only)
9G8	HEADLAMPS, DAYTIME RUNNING LAMPS AND AUTOMATIC HEADLAMP CONTROL DELETE deletes standard Daytime Running Lamps and automatic headlamp control features from the vehicle for police stealth surveillance (Requires (9C1) Police Vehicle)
6J7	FLASHER SYSTEM, HEADLAMP AND TAILLAMP, DRL COMPATIBLE with control wire (Requires (9C1) Police Vehicle)
7X7	SPOTLAMPS, LEFT- AND RIGHT-HAND (Requires (9C1) Police Vehicle)
AKO	GLASS, DEEP-TINTED (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass) (Included and only available with (9C1) Police Vehicle only)
AKX	WINDSHIELD, SOLAR ABSORBING, SHADED UPPER (Included and only available with (9C1) Police Vehicle only)
AKK	WINDSHIELD STYLE, ACOUSTIC LAMINATED GLASS (Included and only available with (9C1) Police Vehicle only)
—	EXTERIOR ORNAMENTATION DELETE (Included and only available with (9C1) Police Vehicle only)
WX7	WIRING, AUXILIARY SPEAKER (Requires (9C1) Police Vehicle)
6J3	WIRING, GRILLE LAMPS AND SIREN SPEAKERS (Requires (9C1) Police Vehicle)
6J4	WIRING, HORN AND SIREN CIRCUIT (Requires (9C1) Police Vehicle)
—	DOOR HANDLES, BODY-COLOR (Included and only available with (9C1) Police Vehicle only)

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SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2015 Fleet/Non-Retail CC15706 2WD 4dr

<u>Code</u>	<u>Description</u>
UN9	RADIO SUPPRESSION PACKAGE, WITH GROUND STRAPS (Included and only available with (9C1) Police Vehicle)
AG1	SEAT ADJUSTER, DRIVER 10-WAY POWER (Requires (AZ3) 40/20/40 split-bench front seat. Not available with (H2G) Jet Black vinyl seats)
AG2	SEAT ADJUSTER, FRONT PASSENGER 6-WAY POWER
ATD	SEAT DELETE, THIRD ROW PASSENGER (Included with (9C1) Police Vehicle) (Deletes rear storage compartment.) *CREDIT*
—	INSTRUMENTATION, ANALOG with certified 150 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle only)
6N6	DOOR LOCKS AND HANDLES, INSIDE REAR DOORS INOPERATIVE (doors can only be opened from outside) (Requires (9C1) Police Vehicle)
—	KEY, 2-SIDED (Included and only available with (9C1) Police Vehicle only)
6E2	KEY COMMON, COMPLETE VEHICLE FLEET provides a single key with a specific code that is common to the door locks and ignition of all the vehicles in the vehicle fleet. Key code is an alternate to SEQ(6E8) complete vehicle fleet common key. NOTE: NOT COMPATIBLE with previous model years (Requires (9C1) Police Vehicle)
6N5	SWITCHES, REAR WINDOW INOPERATIVE (rear windows can only operate from driver's position) (Requires (9C1) Police Vehicle)
—	THEFT-DETERRENT SYSTEM, VEHICLE, PASS-KEY III (Included and only available with (9C1) Police Vehicle only)
—	POWER OUTLETS, 4 AUXILIARY, 12-VOLT includes 1 on the instrument panel, 1 in armrest, and 2 in the cargo area (Included and only available with (9C1) Police Vehicle)
6C7	LIGHTING, RED AND WHITE FRONT AUXILIARY DOME Red and white auxiliary dome lamp is located on headliner between front row seats (red is LED, white is incandescent). The auxiliary lamp is wired independently from standard dome lamp (Requires (9C1) Police Vehicle)
UE0	ONSTAR DELETE (Deletes (UPF) bluetooth for phone.) *CREDIT*

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2015 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2015 Fleet/Non-Retail CC15706 2WD 4dr

<u>Code</u>	<u>Description</u>
—	SAFETY BELTS, 3-POINT, DRIVER AND FRONT PASSENGER IN ALL SEATING POSITIONS (Included and only available with (9C1) Police Vehicle only)
R9Y	FLEET FREE MAINTENANCE CREDIT This option code provides a credit in lieu of the free oil changes, tire rotations and inspections (4 maximum), during the first 24 months and 24,000 miles period for this ordered vehicle. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet or Government order types: FBC, FBN, FCA, FCN, FLS, FNR, FRC or FGO. Not available with FDR order types.) *CREDIT*
5T5	SEATS, 2ND AND 3RD ROW VINYL WITH FRONT CLOTH SEATS Provides vinyl second and third row seats and cloth front seats (Requires (HOU) Jet black trim)
UTQ	THEFT-DETERRENT SYSTEM, CONTENT, DISABLE the alarm and horn become non-functional in an attempt of theft to the vehicle
VPV	SHIP THRU, PRODUCED IN ARLINGTON ASSEMBLY and shipped to Kerr Industries and onto Arlington Assembly

OPTIONS TOTAL

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Customer File:



April 30, 2015

WARREN POLICE DEPARTMENT

29900 CIVIC CENTER BLVD.
WARREN, MI 48093
(586) 574-4700
FAX (586) 574-4862
www.cityofwarren.org

Craig Treppa, Purchasing Division
City of Warren
One City Square
Warren, MI 48093

Dear Mr. Treppa:

During the storm of August 2014, one of the effects of the widespread flooding was a significant loss to the police department's vehicle fleet. During this transitional period, one of the vehicles remaining in the fleet was involved in a traffic crash on November 14, 2014. That vehicle was a Chevrolet Tahoe, utilized exclusively by evidence technicians to carry tools and equipment necessary to process crime scenes. Because this Tahoe was a 2009 with approximately 100,000 miles on it, it has been determined not to be cost effective to repair this vehicle and return it to police service.

Through Oakland Contract Bid #004181, one Chevrolet Tahoe will be purchased from Berger Chevrolet for a total of \$29,920.00. The Police Department will be using the Federal forfeiture account #9261-82214 for this expenditure.

We respectfully request approval for this purchase and immediate payment to be made. If you have any questions, please contact me at 574-4825.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Beck", with a stylized flourish at the end.

Dan Beck, Captain
ADMINISTRATIVE SERVICES BUREAU

DB/jcd

RESOLUTION

Document No: OAK-W-9190

Product or Service: Police Vehicle

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 acquire supplies, equipment, or goods pursuant to cooperative purchasing.

The Police Department recommends awarding the purchase of one (1) 2015 Chevrolet Tahoe Vehicle to Berger Chevrolet, 2525 28th Street, S.E., Grand Rapids, MI 49512, through Oakland County Cooperative Bids (#004181) in the total amount of \$29,920.00.

The purchasing agent has conducted a review and concurs with the cooperative purchasing.

Funds from the Federal Forfeiture Account (9261-82214) will be used for this purchase.

IT IS RESOLVED; that the cooperative purchase through Berger Chevrolet in the amount of \$29,920.00 is hereby accepted by City Council.

IT IS FURTHER RESOLVED; that City Council approves payment to Berger Chevrolet upon satisfactory receipt of the vehicle.

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



CITY CONTROLLER'S OFFICE

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

MAY 12, 2015

TO: MR. SCOTT C. STEVENS, SECRETARY, WARREN CITY COUNCIL
SUBJECT: RECOMMENDATION TO AWARD ANNUAL SOFTWARE MAINTENANCE TO BS&A FOR WATER UTILITY BILLING, CASH RECEIPTS SYSTEM, SPECIAL ASSESSMENT SYSTEM, AND TAX SYSTEM SOL-W-9193.

The Purchasing Division, in conjunction with Water Division, Assessing Department and Treasurer's Office, recommends that City Council waive the bidding procedure and authorize one year of software maintenance service to the sole source provider, BS&A Software, 14965 Abbey Lane, Bath, MI 48808 in the annual amount of \$39,113.00.

The software being utilized by the City is proprietary software to BS&A. Therefore, the City requests that your honorable body waive the bid process and award software maintenance to BS&A for a one-year period.

The maintenance will be provided for Cash Receipting software (\$7,539.00), Utility Billing software (\$21,916.00), Special Assessing software (\$3,018.00), and Tax System software (\$6,640.00). The contract renewal period is May 1, 2015 through April 30, 2016.

Funding for this purchase is available in the following accounts;

Water Division – 1560-80100	\$29,455.00
Assessing Department – 1209-80104	\$ 3,018.00
Treasurer's Office – 1253-80100	<u>\$ 6,640.00</u>
Total:	<u>\$39,113.00</u>

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Tom Pawelkowski
Water Superintendent

Marcia Smith
City Assessor

Carolyn Kurkowski Moceri
City Treasurer

Approved By:	Signature	Date
Budget Director:		5/18/15
Controller:		5/18/15
MAYOR:		5-15-15

RESOLUTION

Document No: SOL-W-9193

Product or Service: BS&A Annual Software Maintenance & Support

Requesting Department: Various

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 Water Superintendent, Assessing Department Head, and City Treasurer has determined that it is necessary in the interests of their respective Departments and the City, to renew the annual software maintenance and service support agreements for its BS&A Cash Receipting System, Utility Billing System, Special Assessment System and Tax System from the sole source provider, Jack Doheny Supplies, Inc., P.O. Box 609, Northville, MI 48167 in the total amount of \$39,113.00.

The Purchasing Agent has conducted a review and concurs with the sole procurement.

Funds are available annually in the following Accounts:

Water Division – 1560-80100	\$ 7,539.00 (Cash Receipting System)
Water Division – 1560-80100	\$21,916.00 (Utility Billing System)
Assessing Department – 1209-80104	\$ 3,018.00 (Special Assessment System)
Treasurer’s Office – 1253-80100	<u>\$ 6,640.00</u> (Tax System)
Total:	<u>\$39,113.00</u>

IT IS RESOLVED, that the sole source purchase though BS&A Software is hereby accepted by City Council for an annual period commencing on May 1, 2015 in an amount of \$39,113.00.

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

8323



INVOICE

Invoice Number: 101567
 Invoice Date: May 1, 2015
 Page: 1

14965 Abbey Lane
 Bath, MI 48808
 Voice: 517-641-8900
 Fax: 517-641-8960

Bill To:
CITY OF WARREN ONE CITY SQUARE - SUITE 425 WARREN, MI 48093 MACOMB

Customer ID	Customer PO	Payment Terms	
WARRCTYMACO	2		
Sales Rep ID	Shipping Method	Ship Date	Due Date
			5/31/15

Quantity Billed	Description	Unit Price	Amount Due
1.00	Cash Receipting System - annual service/support fee per contract for the coverage dates of May 1st, 2015- May 1st, 2016	7,539.00	7,539.00
1.00	Special Assessment System - annual service/support fee per contract for the coverage dates of May 1st, 2015- May 1st, 2016	3,018.00	3,018.00
1.00	Tax System - annual service/support fee per contract for the coverage dates of May 1st, 2015- May 1st, 2016	6,640.00	6,640.00
* 1.00	Utility Billing System - annual service/support fee per contract for the coverage dates of May 1st, 2015- May 1st, 2016	21,916.00	21,916.00

Subtotal	39,113.00
Sales Tax	
Total Invoice Amount	39,113.00
Payment/Credit Applied	
TOTAL DUE	39,113.00

Check/Credit Memo No:

Info Systems 5-5-15



CITY CONTROLLER'S OFFICE

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

MAY 15, 2015

TO: MR. SCOTT C. STEVENS, SECRETARY, WARREN CITY COUNCIL

SUBJECT: AWARD OF BID ITB-W-9149 CATIONIC ORGANIC EMULSION POLYMER FLOCCULENT

The Purchasing Department concurs with the Waste Water Treatment Plant and recommends that Bid ITB-W-9149; for furnishing cationic liquid polyacrylamide emulsion polymer be awarded to the sole bidder, Polydyne Inc., One Chemical Plant Road, Riceboro, Georgia 31323, for a three year period with option to renew for three additional two-year periods followed by one additional one-year period through mutual consent of both parties. The price of \$1.15/lb. will be firm for the first three years, for an annual amount not to exceed \$38,000.00 or \$114,000.00 over the initial three year period.

On May 6, 2015 at 1:00 PM sealed bid ITB-W-9149 for Cationic Liquid Polyacrylamide Emulsion Polymer for the Waste Water Treatment Plant was publicly opened. Bids were solicited through BidNet® (MITN) to thirty-one vendors. One vendor responded with a bid. Their bid is summarized on the attached bid tabulation form submitted for your review.

Polydyne, Inc. completed in-plant performance tests to determine the total cost to the City to process influent to achieve a dry ton of solids. Based on the results, in order to achieve acceptable dewatering performance, 6 lbs. of polymer will be needed to treat one dry ton of bio-solids processed, which equates to approximately \$6.90 per dry ton of bio-solids treated.

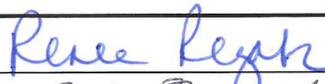
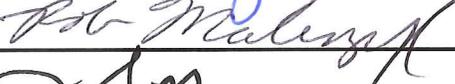
Based on the current WWTP solids treatment throughput, the annual cost to thicken and dewater the bio-solids will be approximately \$38,000.00.

Currently, the City uses approximately 7.2 lbs. of polymer to treat a dry ton of bio-solids. This new formulation will result in using approximately 6 lbs. of polymer to treat a dry ton of bio-solids. So, even though the price has increased slightly, the City will still save approximately \$5,000.00 per year on polymer costs due to plant process improvements and improved polymer formulation.

Funds for this purchase are available in the WWTP Chemical Account 1580-74300 of the proposed Water & Sewer System Budget.

Respectfully Submitted,


Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		5/18/15
Controller:		5/18/2015
MAYOR:		5-19-15

BID SUMMARY

City of Warren
 One City Square
 Warren MI 48093

BID: ITB-W-9149
 Bid Opening Date: 5/6/2015
 Department: WWTP

Product or Service: CATIONIC ORGANIC EMULSION POLYMER FLOCCULANT

Bidder	TERMS	YEAR 1 PRICE PER LB	YEAR 2 PRICE PER LB	YEAR 3 PRICE PER LB
HAWKINS, INC.		NO BID		
SNF POLYDYNE	NET 30	1.15 \$	1.15 \$	1.15 \$



James R. Fouts - Mayor

WASTE WATER TREATMENT PLANT

32360 Warkop
Warren, Michigan 48093
(586) 264-2530

David M. Monette
Division Head

MEMO TO: Craig Treppa, Buyer
 Controllers Office

FROM: David Monette, Division Head

SUBJECT: Award Recommendation for Bid ITB-W-9149
 Cationic Liquid Polyacrylamide Emulsion Polymer

DATE: May 13, 2015

Bids were received and publicly read on May 6, 2015 for furnishing and delivering cationic liquid polyacrylamide emulsion polymer for thickening and dewatering WWTP biosolids for a three (3) year period.

We have reviewed the bids and completed the performance trials which involved dosing the product(s) bid to evaluate actual performance on Warren WWTP biosolids.

In accordance with the attached bid tab, the SNF Polydyne polymer was determined to be acceptable at the bid cost per pound of \$1.15 for a three (3) year period.

Using results from the full scale performance trial conduct on May 1, 2015 acceptable dewatering performance required 6 lbs. of polymer to treat each dry ton of biosolids processed which, at \$1.15 per pound, will result in a treatment cost of approximately \$6.90 per dry ton of biosolids treated.

Therefore, based on current WWTP solids treatment throughput, the annual treatment cost for thickening and dewatering biosolids should be approximately \$38,000 resulting in a three (3) year total cost of \$114,000.

This SNF Polydyne polymer product, at a cost of \$1.15 per pound, provided better performance (6#/dry ton dosage) then the polymer currently in use (7.2#/dry ton dosage). Even though the cost per pound is lower for the polymer currently in use (\$1.09 per pound) the improved performance of the Bid ITB-W-9149 polymer should result in an overall savings of approximately \$5,000 per year in polymer costs.

Therefore, in consideration of the above, it is my recommendation to award the bid for liquid polyacrylamide emulsion polymer to SNF Polydyne at a cost of \$1.15 per pound for a three (3) year term for a total three (3) year cost of approximately \$114,000 depending on the total amount of biosolids treated.

Funds for this expenditure are available in the WWTP Chemical Account (#1580-74300) of the Water and Sewer System Budget.

Respectfully Submitted,



David Monette, Division Head
Division of Waste Water Treatment

DM/mvc

Attachment

cc: R. Sabaugh
A. Moore

Staffmenu.purchasing.Polymer Bid ITB-W-9149

RESOLUTION

Document No: ITB-W-9149
Product or Service: Liquid Polyacrylamide Emulsion Polymer
Requesting Department: Waste Water Treatment Plant

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 _____ 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 _____.

The following bids have been received by City Council

BIDDER:

AMOUNT:

Please see attached bid tabulation

The bid of SNF Polydyne, Inc. has been determined to be the low responsible and cost-effective bid for award.

In accordance with the attached bid tab, the SNF Polydyne polymer was determined to be acceptable at the bid cost per pound of \$1.15 for a three (3) year period.

Using results from the full scale performance trial conduct on May 1, 2015 acceptable dewatering performance required 6 lbs. of polymer to treat each dry ton of biosolids processed which, at \$1.15 per pound, will result in a treatment cost of approximately \$6.90 per dry ton of biosolids treated.

This SNF Polydyne polymer product, at a cost of \$1.15 per pound, provided better performance (6#/dry ton dosage) then the polymer currently in use (7.2#/dry ton dosage). Even though the cost per pound is

lower for the current polymer (\$1.09 per pound) the improved performance of the Bid ITB-W-9149 polymer should result in an overall savings of approximately \$5,000 per year in polymer costs.

Funds are available in account number: 1580-74300

IT IS RESOLVED, pursuant to the recommendation of the Division Head, that the City Council by formal motion approves the award of bid to SNF Polydyne, the annual treatment cost for thickening and dewatering biosolids should be approximately \$38,000 resulting in a three (3) year total bid amount of \$114,000. There is an option to renew the agreement for three (3) additional two (2) year periods followed by one (1) additional one (1) year period with mutual consent of both parties. This award shall not have a term of over ten (10) years in total.

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:

- Bid Document
- Contract
- Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilpersons: _____

NAYS: Councilpersons: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2015.

SCOTT 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**

MAY 14, 2015

TO: MR. SCOTT C. STEVENS, SECRETARY OF WARREN CITY COUNCIL

**SUBJECT: PAYMENT FOR THE FURNISHING AND INSTALLATION OF FURNACE/AIR
CONDITIONER UNITS AND THE INSTALLATION OF HOT WATER HEATERS; ITB-W-8818**

The Purchasing Division concurs with the Housing Commission and requests authorization to provide payment directly to United Refrigeration, Inc., 2301 Meacham Blvd., Fort Worth TX 76106 in lieu of payment to Holiday Heating, LLC, 105 Muir Road, Grosse Pointe Farms MI 48236 in the amount of \$31,875.90 for furnace/air conditioner units supplied to Holiday Heating for installation at the Senior Housing complex.

On August 19, 2014, your honorable body approved Holiday Heating, LLC to complete Phase Four (final phase of project), which was to furnish and install furnace/air conditioner units and to install hot water heaters for the Senior Housing Complex. At that time, Holiday Heating had successfully completed Phase Three of this project by installing the same type of equipment in seventy-five Senior Housing apartments. Phase Four would consist of the installation of the same product in approximately fifty apartments.

To date, all furnace/air conditioners and hot water heaters have been successfully installed for Phase Four of this project and have passed City inspection.

Near the end of the Phase Four project, the City was informed that checks sent to United Refrigeration, from Holiday Heating, to pay for the furnaces, were returned to United Refrigeration as Non-Sufficient Funds (NSF). Thus, the amount still owed to United Refrigeration by Holiday Heating is \$31,875.90.

The amount that the City would owe to Holiday Heating amounts to \$32,617.00. This amount consists of \$22,581.00 that has not been paid to Holiday and an additional amount of \$10,036.00, which has been held by the City after being notified of non-payment to United Refrigeration (see attached voided check).

The City was informed of this issue near the conclusion of the installation process. When Holiday Heating was contacted by the City, Holiday Heating expressed a desire to have the City pay United Refrigeration directly, rather than pay Holiday Heating, for the amounts still owed to United Refrigeration. Seeing that the project was near its completion and that final payments were not released to Holiday Heating, the City thought that it was in its best interest to have the Attorney's office write a Mutual Release and Settlement Agreement (see attached) to use to address the payment of the remaining amounts owed for this project.

If your honorable body approves, the City will pay the amount still owed (\$32,617.00) for Phase Four of Project ITB-W-8818 in the following manner;

United Refrigeration will receive \$31,875.90 in lieu of paying Holiday Heating. The remaining amount owed, which is \$741.10, will be paid to Holiday Heating. The check that was already approved for payment to Holiday Heating, by City Council, will be voided. This is check #552440 in the amount of \$10,036.00.

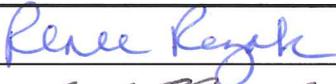
Respectfully Submitted,



Craig Treppa
Purchasing Agent



Dan Fagan
Sr. Housing

Approved By:	Signature	Date
Budget Director:		5/18/15
Controller:		5/18/2015
MAYOR:		5.19.15



City of Warren
One City Square
Warren, Michigan 48093

Check Number 552440

Check Date 3/11/15

INVOICE NUMBER

DESCRIPTION

VOUCHER

AMOUNT

1774

FURNACE/WATER HEATER REPL

705488

10,036.00

TOTAL \$ 10,036.00

VOID

VOID

VOID

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A VOID PANTO, MICRO-PRINT SIGNATURE LINE & A WATERMARK ON REVERSE. ABSENCE OF THESE FEATURES INDICATES A COPY.



City of Warren
One City Square
Warren, Michigan 48093



9-9
720

Check Number 552440

VOID AFTER 180 DAYS

DATE
3/11/15

PAY

Ten Thousand Thirty-Six Dollars and No Cents*****

AMOUNT
\$*****10,036.00**

Pay to the
Order of

HOLIDAY HEATING LLC

CITY OF WARREN TREASURER

20360 HARPER AVE
HARPER WOODS, MI 48225

Carolyn Kershner Moccia

Security features
included.
Details on back.

MP

⑈ 552440⑈ ⑆ 07200096⑆ 1851393015⑈



CITY ATTORNEY'S OFFICE
ONE CITY SQUARE, SUITE 400
WARREN, MI 48093-6726
(586) 574-4604
www.cityofwarren.org

March 16, 2015

Ms. Diantha Chisholm
Credit Manager
United Refrigeration, Inc.
2301 Meacham Blvd.
Fort Worth, TX 76106

**Re: Mutual Release and Settlement Agreement by and between
the City of Warren, Holiday Heating, LLC and United Refrigeration, Inc.**

Dear Ms. Chisholm:

Enclosed please find a fully-executed original of the above-noted agreement between Holiday Heating, LLC, United Refrigeration, Inc. and the City of Warren, dated March 13, 2015.

Thank you for your cooperation in finalizing the transaction. Should you have any questions or require further information, please contact me directly at (586) 574-4583.

Very truly yours,

David Griem
City Attorney

By: Roxanne R. Canestrelli
Roxanne R. Canestrelli
Assistant City Attorney

RC/vlt Ltr to D Chisholm United Refrigeration Inc re Mutual Release and Settlement Agreement ID 55261

Enclosure

cc: Stephen Thiel, President, Holiday Heating, LLC (w/encl.)
Dan Fagan, Senior Housing Director (w/encl.)
Craig J. Treppa, Purchasing Agent (w/encl.)

MUTUAL RELEASE AND SETTLEMENT AGREEMENT
(Pre-litigation)

This full and final Settlement and Mutual Release Agreement ("Agreement") is dated and made effective as of the 13th day of March 2015, and is by and between the **CITY OF WARREN** ("City"), a Michigan Municipal Corporation, whose address is One City Square, Warren, Michigan 48093, **HOLIDAY HEATING, LLC** ("Holiday Heating"), whose address is 105 Muir Rd., Grosse Pointe Farms, Michigan 48236, and **UNITED REFRIGERATION, INC.** ("United Refrigeration"), whose address is 2301 Meacham Blvd., Fort Worth, Texas 76106 (the City, the Contractor and the Supplier are sometimes collectively referred to as the "Parties" herein).

This Agreement is made as a compromise between the Parties for the complete and final settlement of their claims, differences, and causes of action with respect to the dispute described below herein.

WHEREAS, on August 19, 2014, the City awarded a phase 4 project to Holiday Heating to replace furnaces at the Warren Senior Housing complex, which was bid number ITB-W-8818. The award for the phase 4 project was set at an amount not to exceed \$150,000.00. For completing the phase 4 project, the actual amount that the City would owe Holiday Heating is \$129,938.00. United Refrigeration furnished fifty (50) furnaces to Holiday Heating for this fourth phase of the project. The fourth phase of the contract has not been completed. The checks that Holiday Heating used to pay United Refrigeration for the furnaces were returned to United Refrigeration as non-sufficient funds ("NSF"). As of this Agreement date, forty-one (41) of United Refrigeration furnaces have been installed by Holiday Heating. The remaining nine (9) furnaces are being stored at the Warren Senior Housing complex. To date, the City has paid Holiday Heating \$97,321.00. The City is holding a check for Holiday Heating in the amount of \$10,036.00. The City also owes Holiday Heating \$22,581.00, for the remaining nine (9) furnaces that need to be installed, which does not include costs associated with any unforeseen necessary items.

THE PARTIES AGREE, that \$31,875.90 is owed by Holiday Heating to United Refrigeration for the fifty (50) furnished furnaces. The parties also agree that \$10,036.00 is owed by the City to Holiday Heating for work that has already been completed (installation of forty-one (41) furnaces). In addition, approximately \$22,581.00 would be owed by the City to Holiday Heating in the event that Holiday Heating completes the installation of the remaining nine (9) furnaces.

NOW, THEREFORE, in lieu of litigation, the parties have negotiated the following resolution of this matter in order to avoid unnecessary costs to the parties. In consideration of the release and mutual promises contained herein and other good and valuable consideration exchanged between the parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

NOW, THEREFORE to resolve and settle the above stated dispute, the Parties agree that Holiday Heating is to complete the installation of the nine (9) remaining furnaces. Holiday Heating is to have the City pay United Refrigeration directly for any

amounts that the City would owe to Holiday Heating for the completion of this job. The City would cancel the check that it is holding in Holiday Heating's name for \$10,036.00. After the project is complete, the City would make out two checks. The first check, which would include the cancelled check proceeds of \$10,036.00, will be made out to United Refrigeration for \$31,875.90. The approximate remaining balance of \$741.10 will be made out to Holiday Heating once final inspections have been approved. Thus, after United Refrigeration is paid in full for the fifty (50) furnaces that they furnished for this project, then any additional amount owed by the City to Holiday Heating will go to Holiday Heating.

In consideration of the covenants, conditions, undertakings and acknowledgments herein set forth, it is agreed by and between the Parties as follows:

Mutual Release. Both United Refrigeration and Holiday Heating and their assigns or successors hereby release and forever discharge and hold harmless the City of Warren, its employees, officers or agents from any and all past, present, and future actions, demands, charges, expenses, obligations, liabilities, claims, damages, penalties, costs, losses and/or causes of action of any nature whatsoever, whether in law or equity, known or unknown, foreseen or unforeseen, asserted or which could have been asserted, arising out of, resulting from or in any way connected with the Project, including payment on the original contract, retainage, and all claims for payment on extras

Entire Agreement. This Agreement represents the entire agreement between the parties regarding the subject matter hereof, and all prior understandings, agreements, negotiations, documents and discussions regarding the subject matter hereof are incorporated herein. The parties acknowledge that the sole consideration for this Agreement is set forth herein, and that no promise, inducement or agreement not expressed herein has been made by any party, and that the terms of this Agreement are contractual and not a mere recital. This Agreement may not be modified or amended except by a written document signed by all parties hereto.

Michigan Law. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan and any and all disputes relating to or arising out of this Agreement shall be governed by Michigan law.

Binding Agreement. The parties hereto agree, stipulate and acknowledge that this Agreement was entered into in good faith in order to resolve disputed claims, and that this Agreement was the result of extensive arms-length negotiations between the parties. Since the terms of this Agreement have been negotiated, this Agreement is deemed to be mutually prepared by all parties. This Agreement shall be binding upon, and inure to, the benefit of the parties hereto and their respective successors, predecessors, officers, and assigns.

Counter-Parts. This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall constitute the whole of one instrument. The parties stipulate that facsimile or PDF signatures shall be deemed original signatures.

No Admission of Liability. This settlement is the compromise of pre-litigation disputed claims and it is not to be construed as an admission of liability, fault, or wrongdoing on the part of any of the Parties, which liability, fault, and/or wrongdoing is expressly denied.

Severability. If any portion of this Agreement is found to be invalid or unenforceable, it is the intention of the parties hereto that the balance of the Agreement shall remain in full force and effect to the fullest extent possible.

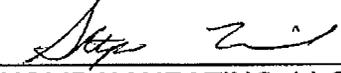
Corporate Authority. The persons signing on behalf of the corporate parties certify that they have authority to sign for that business entity, are the necessary party needed to resolve all interests involved, and have in their possession Resolutions of that entity authorizing them to sign on behalf of the business entity, and authorizing the business entity to enter into this Agreement.

Legal Representation. In connection with the negotiation and execution of this Agreement, the parties have had the opportunity to consult with legal counsel or other professionals of their own choosing prior to entering into this Agreement. The parties acknowledge that they have reviewed each term and condition of this Agreement before signing this Agreement, and are signing this Agreement without duress, coercion, unlawful restraint, intimidation or compulsion.

THE PARTIES AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN:


UNITED REFRIGERATION, INC.
By: Diantha Chisholm, Credit Manager

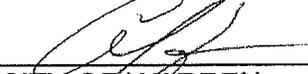
Date: 3/11/15


HOLIDAY HEATING, LLC
By: Stephen Thiel, President

Date: 3-13-2015


CITY OF WARREN
By: Dan Fagan, Sr. Housing Director

Date: 3/13/15


CITY OF WARREN
By: Craig J. Treppa, Purchasing Agent

Date: 3-13-15


CITY OF WARREN
By: Roxanne R. Canestrelli,
Assistant City Attorney

Date: 3-13-2015

RESOLUTION

Document No: ITB-W-8818 Mutual Settlement Agreement

Product or Service: Furnish and Install Furnace/Air Conditioner Units and Hot Water Heaters

Requesting Department: Senior Housing

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 _____.

On August 19, 2014 Warren City Council approved Holiday Heating, LLC., 105 Muir Road, Grosse Pointe Farms, MI 48236 to complete Phase Four of a project to furnish and install air conditioner/furnace units and to install hot water heaters for the Senior Housing complex. At that time, Holiday Heating had successfully completed Phase Three of this project by installing the same type of equipment in seventy-five Senior Housing apartments. Phase Four would consist of the installation of the same product in approximately fifty apartments.

To date, all furnace/air conditioners and hot water heaters have been successfully installed for Phase Four of this project and have passed City inspection.

Near the end of the Phase Four project, the City was informed that checks sent to United Refrigeration, Inc., 2301 Meacham Blvd., Fort Worth TX 76106, from Holiday Heating, to pay for the furnaces, were returned to United Refrigeration as Non-Sufficient

Funds (NSF). Thus, the amount still owed to United Refrigeration by Holiday Heating is \$31,875.90.

The amount that the City would owe to Holiday Heating amounts to \$32,617.00. This amount consists of \$22,581.00 that has not been paid to Holiday and an additional amount of \$10,036.00, which has been held by the City after being notified of non-payment to United Refrigeration (see attached voided check).

The City was informed of this issue near the conclusion of the installation process. When Holiday Heating was contacted by the City, Holiday Heating expressed a desire to have the City pay United Refrigeration directly, rather than pay Holiday Heating, for the amounts still owed to United Refrigeration. Seeing that the project was near its completion and that final payments were not released to Holiday Heating, the City thought that it was in its best interest to have the Attorney's office write a Mutual Release and Settlement Agreement (see attached) to use to address the payment of the remaining amounts owed for this project.

THEREFORE, IT IS RESOLVED that the City will pay the amount still owed (\$32,617.00) for Phase Four of Project ITB-W-8818 in the following manner;

United Refrigeration will receive \$31,875.90 in lieu of paying Holiday Heating. The remaining amount owed, which is \$741.10, will be paid to Holiday Heating. The check that was already approved for payment to Holiday Heating, by City Council, will be voided. This is check #552440 in the amount of \$10,036.00.

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

INVOICE NUMBER	DESCRIPTION	VOUCHER	AMOUNT
1774	FURNACE/WATER HEATER REPL	705488	10,036.00
			TOTAL \$ 10,036.00

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A VOID PANTO, MICRO-PRINT SIGNATURE LINE & A WATERMARK ON REVERSE. ABSENCE OF THESE FEATURES INDICATES A COPY.

WARREN City of Warren
One City Square
Warren, Michigan 48093

Comerica

Check Number **552440**

VOID AFTER 180 DAYS

DATE **3/11/15** PAY **Ten Thousand Thirty-Six Dollars and No Cents******* AMOUNT **\$*****10,036.00****

pay to the order of **HOLIDAY HEATING LLC** CITY OF WARREN TREASURER

20360 HARPER AVE HARPER WOODS, MI 48225

Caryn K. Kowalski

Security features included. Details on back.

MP



CITY ATTORNEY'S OFFICE
ONE CITY SQUARE, SUITE 400
WARREN, MI 48093-6726
(586) 574-4604
www.cityofwarren.org

March 16, 2015

Ms. Diantha Chisholm
Credit Manager
United Refrigeration, Inc.
2301 Meacham Blvd.
Fort Worth, TX 76106

**Re: Mutual Release and Settlement Agreement by and between
the City of Warren, Holiday Heating, LLC and United Refrigeration, Inc.**

Dear Ms. Chisholm:

Enclosed please find a fully-executed original of the above-noted agreement between Holiday Heating, LLC, United Refrigeration, Inc. and the City of Warren, dated March 13, 2015.

Thank you for your cooperation in finalizing the transaction. Should you have any questions or require further information, please contact me directly at (586) 574-4583.

Very truly yours,

David Griem
City Attorney

By: Roxanne R. Canestrelli
Roxanne R. Canestrelli
Assistant City Attorney

RC/vlt Ltr to D Chisholm United Refrigeration Inc re Mutual Release and Settlement Agreement ID 65261

Enclosure

cc: Stephen Thiel, President, Holiday Heating, LLC (w/encl.)
Dan Fagan, Senior Housing Director (w/encl.)
Craig J. Treppa, Purchasing Agent (w/encl.)

MUTUAL RELEASE AND SETTLEMENT AGREEMENT
(Pre-litigation)

This full and final Settlement and Mutual Release Agreement ("Agreement") is dated and made effective as of the 13th day of March 2015, and is by and between the **CITY OF WARREN** ("City"), a Michigan Municipal Corporation, whose address is One City Square, Warren, Michigan 48093, **HOLIDAY HEATING, LLC** ("Holiday Heating"), whose address is 105 Muir Rd., Grosse Pointe Farms, Michigan 48236, and **UNITED REFRIGERATION, INC.** ("United Refrigeration"), whose address is 2301 Meacham Blvd., Fort Worth, Texas 76106 (the City, the Contractor and the Supplier are sometimes collectively referred to as the "Parties" herein).

This Agreement is made as a compromise between the Parties for the complete and final settlement of their claims, differences, and causes of action with respect to the dispute described below herein.

WHEREAS, on August 19, 2014, the City awarded a phase 4 project to Holiday Heating to replace furnaces at the Warren Senior Housing complex, which was bid number ITB-W-8818. The award for the phase 4 project was set at an amount not to exceed \$150,000.00. For completing the phase 4 project, the actual amount that the City would owe Holiday Heating is \$129,938.00. United Refrigeration furnished fifty (50) furnaces to Holiday Heating for this fourth phase of the project. The fourth phase of the contract has not been completed. The checks that Holiday Heating used to pay United Refrigeration for the furnaces were returned to United Refrigeration as non-sufficient funds ("NSF"). As of this Agreement date, forty-one (41) of United Refrigeration furnaces have been installed by Holiday Heating. The remaining nine (9) furnaces are being stored at the Warren Senior Housing complex. To date, the City has paid Holiday Heating \$97,321.00. The City is holding a check for Holiday Heating in the amount of \$10,036.00. The City also owes Holiday Heating \$22,581.00, for the remaining nine (9) furnaces that need to be installed, which does not include costs associated with any unforeseen necessary items.

THE PARTIES AGREE, that \$31,875.90 is owed by Holiday Heating to United Refrigeration for the fifty (50) furnished furnaces. The parties also agree that \$10,036.00 is owed by the City to Holiday Heating for work that has already been completed (installation of forty-one (41) furnaces). In addition, approximately \$22,581.00 would be owed by the City to Holiday Heating in the event that Holiday Heating completes the installation of the remaining nine (9) furnaces.

NOW, THEREFORE, in lieu of litigation, the parties have negotiated the following resolution of this matter in order to avoid unnecessary costs to the parties. In consideration of the release and mutual promises contained herein and other good and valuable consideration exchanged between the parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

NOW, THEREFORE to resolve and settle the above stated dispute, the Parties agree that Holiday Heating is to complete the installation of the nine (9) remaining furnaces. Holiday Heating is to have the City pay United Refrigeration directly for any

amounts that the City would owe to Holiday Heating for the completion of this job. The City would cancel the check that it is holding in Holiday Heating's name for \$10,036.00. After the project is complete, the City would make out two checks. The first check, which would include the cancelled check proceeds of \$10,036.00, will be made out to United Refrigeration for \$31,875.90. The approximate remaining balance of \$741.10 will be made out to Holiday Heating once final inspections have been approved. Thus, after United Refrigeration is paid in full for the fifty (50) furnaces that they furnished for this project, then any additional amount owed by the City to Holiday Heating will go to Holiday Heating.

In consideration of the covenants, conditions, undertakings and acknowledgments herein set forth, it is agreed by and between the Parties as follows:

Mutual Release. Both United Refrigeration and Holiday Heating and their assigns or successors hereby release and forever discharge and hold harmless the City of Warren, its employees, officers or agents from any and all past, present, and future actions, demands, charges, expenses, obligations, liabilities, claims, damages, penalties, costs, losses and/or causes of action of any nature whatsoever, whether in law or equity, known or unknown, foreseen or unforeseen, asserted or which could have been asserted, arising out of, resulting from or in any way connected with the Project, including payment on the original contract, retainage, and all claims for payment on extras

Entire Agreement. This Agreement represents the entire agreement between the parties regarding the subject matter hereof, and all prior understandings, agreements, negotiations, documents and discussions regarding the subject matter hereof are incorporated herein. The parties acknowledge that the sole consideration for this Agreement is set forth herein, and that no promise, inducement or agreement not expressed herein has been made by any party, and that the terms of this Agreement are contractual and not a mere recital. This Agreement may not be modified or amended except by a written document signed by all parties hereto.

Michigan Law. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan and any and all disputes relating to or arising out of this Agreement shall be governed by Michigan law.

Binding Agreement. The parties hereto agree, stipulate and acknowledge that this Agreement was entered into in good faith in order to resolve disputed claims, and that this Agreement was the result of extensive arms-length negotiations between the parties. Since the terms of this Agreement have been negotiated, this Agreement is deemed to be mutually prepared by all parties. This Agreement shall be binding upon, and inure to, the benefit of the parties hereto and their respective successors, predecessors, officers, and assigns.

Counter-Parts. This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall constitute the whole of one instrument. The parties stipulate that facsimile or PDF signatures shall be deemed original signatures.

No Admission of Liability. This settlement is the compromise of pre-litigation disputed claims and it is not to be construed as an admission of liability, fault, or wrongdoing on the part of any of the Parties, which liability, fault, and/or wrongdoing is expressly denied.

Severability. If any portion of this Agreement is found to be invalid or unenforceable, it is the intention of the parties hereto that the balance of the Agreement shall remain in full force and effect to the fullest extent possible.

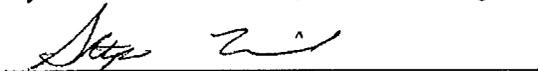
Corporate Authority. The persons signing on behalf of the corporate parties certify that they have authority to sign for that business entity, are the necessary party needed to resolve all interests involved, and have in their possession Resolutions of that entity authorizing them to sign on behalf of the business entity, and authorizing the business entity to enter into this Agreement.

Legal Representation. In connection with the negotiation and execution of this Agreement, the parties have had the opportunity to consult with legal counsel or other professionals of their own choosing prior to entering into this Agreement. The parties acknowledge that they have reviewed each term and condition of this Agreement before signing this Agreement, and are signing this Agreement without duress, coercion, unlawful restraint, intimidation or compulsion.

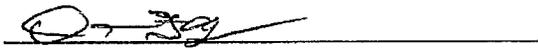
THE PARTIES AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN:


UNITED REFRIGERATION, INC.
By: Diantha Chisholm, Credit Manager

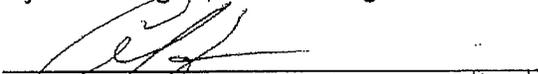
Date: 3/11/15


HOLIDAY HEATING, LLC
By: Stephen Thiel, President

Date: 3-13-2015


CITY OF WARREN
By: Dan Fagan, Sr. Housing Director

Date: 3/13/15


CITY OF WARREN
By: Craig J. Treppa, Purchasing Agent

Date: 3/13/15


CITY OF WARREN
By: Roxanne R. Canestrelli,
Assistant City Attorney

Date: 3-13-2015



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
 Date: May 11, 2015

Pursuant to the provision 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.

Amy Katz is replacing Erin O'Mara who resigned March 19, 2015. Gary McMenamin is replacing Janet Silvestri who resigned January 1, 2015, the position has been vacant since.

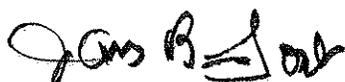
APPOINTED	POSITION	EXPIRATION	REPLACED	EXPIRATION
Amy Katz	Professional-PACE	July 1, 2017	Erin O'Mara	July 1, 2017
Gary McMenamin	Professional-Firefighter Insp./ Paramedic & Haz-Mat Tech.	July 1, 2017	Janet Silvestri	July 1, 2014

In updating our files in the Mayor's Office we discovered Marian Battersby's expiration date is incorrect. Marian Battersby's correct expiration date should be July 1, 2016. Please reflect this in your files.

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
Lou Giacona	Senior Citizen	July 1, 2015
Cathy Lawson	Mayor's Office Representative	July 1, 2015
Helen Shoff	Senior Citizen	July 1, 2015
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 Commission / Board Application

Commission/ Board applied for: Senior Health Care Commission

Name: Gary McMEnamin

Address: 27428 Newport Dr. Zip: 48088-8307

Phone: Home (248) 894-5846 Work: (248) 546-2510

Email address: gmcmenamin@mac.com

Number of Years a Warren Resident: 10 years

Please Note: Conviction of a crime will not necessarily preclude you from being appointed to a City of Warren Commission or Board.

Have you ever been convicted of a felony? YES _____ NO X

Do you have any felony charges pending against you at this present time? YES _____ NO X

If so, please complete the following:

Date of offense: _____ ***Offense Description:*** _____

Where: _____ ***Disposition:*** _____

Work Experience: City of Ferndale - Firefighter Insp./Paramedic & Haz-Mat Technician (1997-Current)

St. Clair Co. Community College - Adjunct Fac., Firefighting and Emergency Medical Tech. (2010-2013)

M.A.C. Solutions, LLC - co-owner and technician of family-owned computer business (1996-2014)

AMR of Michigan - Paramedic & Paramedic Supervisor (1986-1997)

STATE OF MICHIGAN - INTERNSHIP (HOUSE OF REPRESENTATIVES) (2012)

(Continued on reverse side)

Education: University of Michigan - Dearborn: Bachelors Degree w/Distinction (2013)

BGS in Urban & Regional Studies/Psychology/Political Science;

Schoolcraft College: Associates Degree in Applied Science/Fire Technology (2010);

Oakland Community College: Emergency Medical Technology (1987)

Affiliations (*Clubs, Fraternal, Military, Church, etc*): St. Martin dePorres Catholic Parish-Commission

member; Cub Scout Pack 1477 (Warren)-Cubmaster; Alumni Assoc. of the Univeristy of Michigan;

Society of EMS Instructor/Coordinators; Michigan Fire Inspector Society; Theta Chi Alumni Assoc.

Political Offices held, if any (*Please include dates of service*): _____

Please feel free to add any additional information: In order to perpetuate the strength and security of a community,
citizens must be willing to invest of themselves into the community. I wish to be of service to my city in any way
that will benefit Warren and its residents.

Please return this application to the Mayor's Office

**City of Warren
One City Square – Suite 215
Warren, MI 48093-6726
Phone: (586) 574-4520
Fax: (586) 574-4524**



City Commission / Board Application

Commission/ Board applied for: Warren City Commission for Senior Health Care Services

Name: Amy Katz

Address: 7800 W. Outer Drive, Detroit Zip: 48235

Phone: Home (248) 398 9491 Work: (313) 449 6043

Email address: Amy.Katz@pacesemi.org

Number of Years a Warren Resident: 0

Please Note: Conviction of a crime will not necessarily preclude you from being appointed to a City of Warren Commission or Board.

Have you ever been convicted of a felony? YES _____ NO

Do you have any felony charges pending against you at this present time? YES _____ NO

If so, please complete the following:

Date of offense: N/A Offense Description: N/A

Where: N/A Disposition: N/A

Work Experience: (see attached resume). 23 years working in health care field. Social Work experience in Nursing Home Industry. Most of career has been in sales/business development and executive level management in health care.

(Continued on reverse side)

Education: Bachelors Degree in Social Work
Graduate Certificate in Gerontology
Masters of Arts Degree in Healthcare Administration

Affiliations (Clubs, Fraternal, Military, Church, etc): Serves as the VP of the Michigan
Guardianship Association board.

Political Offices held, if any (Please include dates of service): NONE.

Please feel free to add any additional information: I look forward to serving on the Warren
City Commission for Senior Health Care Services. I have many ideas to help
the seniors as well as excited that the PACE program is moving into the
Area.

Please return this application to the Mayor's Office

**City of Warren
One City Square – Suite 215
Warren, MI 48093-6726
Phone: (586) 574-4520
Fax: (586) 574-4524**

Council approved this Ordinance on May 12, 2015.

Due to corrections and required detail on regulations Council is asked to repeal the ordinance as approved May 12, 2015 (attached), and to consider and adopt the ordinances as intended, listed as items 11a1 and 11a2 of this agenda.



PLANNING DEPARTMENT

ONE CITY SQUARE, SUITE 315
WARREN, MI 48093-5283
(586) 574-4687
FAX (586) 574-4645
www.cityofwarren.org

January 30, 2015

TO: Scott C. Stevens, Secretary
Warren City Council

FROM: Planning Commission

RE: AMENDMENT TO APPENDIX A, ARTICLE IV-A, SECTIONS 4A.11;
Alcoholic Liquors, Article II, Requirement; Prohibited Activities. An
Ordinance regulating the size of signs advertising alcoholic liquors for the
City of Warren relating to zoning.

At a public hearing on November 10, 2014, 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 amendments to the Zoning Ordinance signs advertising alcoholic liquors.

You will find attached herewith a copy of the staff findings and recommendation, resolution, and minutes 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.

Handwritten signature of James R. Fouts in black ink.

Jason McClanahan
Commission Secretary

James R. Fouts
Mayor

/jah

Attachments



October 3, 2014

Mr. Ron Wuerth
Planning Director
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 ordinances regulating the size of signs advertising alcoholic liquors

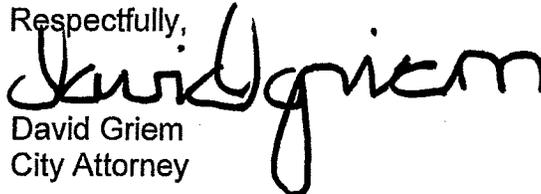
Dear Mr. Wuerth:

The following proposed ordinance amendments are attached:

1. A proposed amendment to add Section 4-9A entitled Signs Advertising Alcoholic Liquors, to Chapter 4, Alcoholic Liquors, Article II, Requirements; Prohibited Activities. The effect of this ordinance will be to: (1) immediately prevent a person or entity from erecting any sign that advertises alcoholic liquor, and is greater than 10 square feet in size; and (2) by July 1, 2017, ban all existing signs advertising alcoholic liquor that are greater than 10 square feet in size.
2. A proposed amendment to Chapter 4, Article III, Section 4-12, to exclude the proposed Section 4-9A from resulting in a denial of local approval for a liquor license.
3. A proposed amendment to Section 4A.14 of Appendix A, Zoning, Article IV-A, Signs, that prohibits inflatable signs, feather flag signs, and rope lighting; and to amend the definition section.
4. A proposed amendment to Appendix A, Article IV-A, Division VIII, Section 4A.61, that requires a sign permit applicant to include the wording that he wants to place on the proposed sign, and any other information that the building department finds necessary to evaluate the permit application.

If you have any questions or additions to these proposed changes, please contact the legal department at (586) 574-4671.

Respectfully,


David Griem
City Attorney

Attachment

ORDINANCE NO. ___ - ___

AN ORDINANCE TO AMEND APPENDIX A, ARTICLE IV-A, SECTIONS 4A.11 ENTITLED SPECIFIC SIGN DEFINITIONS, 4A.14 ENTITLED PROHIBITED SIGNS, AND SECTION 4A.61 ENTITLED APPLICATION FOR PERMITS.

THE CITY OF WARREN ORDAINS:

SECTION 1. That Appendix A, Article IV-A, Division II, Section 4A.11 of the Code of Ordinances of the City of Warren, Michigan,

WHICH PRESENTLY READS:

Section 4A.11 Specific sign definitions.

For purpose of this ordinance, the following signs as listed shall be defined as follows:

1. *Animated sign.* A sign or display manifesting either kinetic or illusionary motion by natural, mechanical or electrical means.
2. *Awning sign.* A sign that is painted on, printed on or attached flat against the surface of the awning and shall be allowed in place of a wall sign as regulated in this ordinance.
3. *Balloon sign.* A sign in which one (1) or more balloons are used as a temporary sign or as a means of directing attention to any business, profession, commodity, service, product or entertainment.
4. *Banner sign.* A temporary sign made of fabric or other non-rigid material with no enclosing framework.
5. *Billboard.* A sign structure advertising an establishment, merchandise, service or entertainment which is not sold, produced, manufactured or furnished at the property on which the sign is located, also called "off-premise" or "outdoor advertising" signs.
6. *Canopy sign.* A sign that is painted on, printed on or attached to a canopy which is affixed to a building wall or to the ground by columns or posts and shall be allowed in place of a wall sign as regulated in this ordinance.
7. *Changeable copy sign.* A sign whose informational content can be changed or altered by manual, electric, electro-mechanical or electronic means.
8. *Construction sign.* A temporary on-premise sign identifying an architect, contractor, subcontractor or material supplier participating in construction on the property.
9. *Double-faced sign.* A sign with two faces, back-to-back.
10. *Election sign.* A temporary sign used in connection with a local, state, or national election or referendum.
11. *Electrical sign.* A sign or sign structure in which electrical wiring, connections or fixtures are used.

12. *Festoon sign*. A sign consisting of ribbons, tinsel, small flags, pinwheels, garland or other material hanging or draped.
13. *Freestanding sign*. A sign that is erected upon or supported by the ground and is affixed to the ground, but not attached to any building, including signs on poles or pylons that are anchored into the ground. Also called ground signs.
14. *Garage sale sign*. A temporary on-premise sign advertising the sale of used household items.
15. *Government sign*. Any temporary or permanent sign erected and maintained by the city, county, state or federal government for traffic direction or for designation of or direction to any school, hospital, historical site, public service, public property, facility or function.
16. *Identification sign*. A sign whose copy is limited to the name and address of a building, institution or person, activity or occupation being identified.
17. *Illuminated sign*. A sign with an artificial light source incorporated internally or externally for the purpose of illuminating the sign.
18. *Informational sign*. An on-premise commercial sign two (2) square feet or less used for the limited purposes of identifying, directing or conveying a message.
19. *Marquee sign*. A sign attached to or supported by a marquee structure and shall be considered a wall sign for the purpose of this ordinance.
20. *Monument sign*. A sign mounted directly to the ground with a maximum height not to exceed five (5) feet.
21. *Multiple faced sign*. A sign containing three (3) or more faces, not necessarily back-to-back.
22. *Mural*. A picture painted directly on a wall and shall be considered a painted wall sign for the purpose of this ordinance.
23. *Nameplate*. A non-electronic, on-premise identification sign attached to the building giving only the name, address and/or occupation of an occupant or group of occupants.
24. *Obsolete sign*. An on-premise sign that advertises an establishment, merchandise, service or entertainment that is no longer sold, produced, manufactured, furnished on the premises or a business that has closed.
25. *Off-premise sign*. A sign structure advertising an establishment, merchandise, service or entertainment which is not sold, produced, manufactured or furnished at the property on which the sign is located, also called "billboards" or "outdoor advertising."
26. *On-premise sign*. A sign which pertains to the use of the premises or property on which it is located.
27. *Opinion sign*. A non-commercial sign, which expresses an opinion or other point of view, including but not limited to political and religious statements but which does not advertise any product, good, business or service.
28. *Outline tubing sign*. A sign consisting of glass or similar material tubing, filled with a gas such as neon, which glows when electric current is sent through it.
29. *Painted wall sign*. A sign which is applied with paint or similar substance on the surface of an exterior wall, fence, masonry, concrete or other building wall, including but not limited to murals. Painted wall signs shall be allowed in place of a wall sign as regulated in this ordinance. Prior to painting a sign on a wall in

place of a wall sign, a permit must be obtained and the entire wall must be freshly painted with one continuous color.

30. *Portable sign.* A temporary sign designed to be moved easily and not permanently affixed to the ground or to a structure or building. A portable sign is capable of being readily moved from one location to another.
31. *Projecting sign.* A sign that is affixed to any building or part thereof, or to any structure and projects out by more than eighteen (18) inches.
32. *Public carrier sign.* Any temporary or permanent sign erected to designate a public carrier location.
33. *Real estate sign.* A temporary sign advertising the real estate upon which the sign is located as being for sale, rent or lease.
34. *Roof sign.* Any sign erected over or on the roof of a building.
35. *Temporary sign.* A sign, banner, inflammable or other advertising device constructed of cloth, canvas, fabric, wood or other light temporary material, with or without a structural frame, intended to be displayed for a limited time period, including but not limited to election signs, portable signs and political signs.
36. *Wall sign.* A sign attached parallel to and extending not more than eighteen (18) inches from the wall of a building with no copy on the sides or edges, including painted, individual letter, cabinet and signs on a mansard.
37. *Window sign.* A sign installed inside a window and intended to be viewed from the outside.

IS HEREBY AMENDED TO READ AS FOLLOWS:

Section 4A.11 Specific sign definitions.

For purpose of this ordinance, the following signs as listed shall be defined as follows:

1. *Abandoned sign.* A sign that, by reason of neglect, damage, or deterioration, requires repair or refurbishment, and the owner or other responsible party either (1) fails, neglects or refuses to initiate repair or refurbishment to the sign within ten days of the City sending written notice; or (2) fails, neglects, or refuses to complete repairs or refurbishment within 60 days of notice from the City.
2. *Animated sign.* A sign or display manifesting either kinetic or illusionary motion by natural, mechanical or electrical means.
3. *Awning sign.* A sign that is painted on, printed on or attached flat against the surface of the awning and shall be allowed in place of a wall sign as regulated in this ordinance.
4. *Balloon sign.* A sign in which one (1) or more balloons are used as a temporary sign or as a means of directing attention to any business, profession, commodity, service, product or entertainment.
5. *Banner sign.* A temporary sign made of fabric or other non-rigid material with no enclosing framework.
6. *Billboard.* A sign structure advertising an establishment, merchandise, service or entertainment which is not sold, produced, manufactured or furnished at the

property on which the sign is located, also called "off-premise" or "outdoor advertising" signs.

7. *Canopy sign.* A sign that is painted on, printed on or attached to a canopy which is affixed to a building wall or to the ground by columns or posts and shall be allowed in place of a wall sign as regulated in this ordinance.
8. *Changeable copy sign.* A sign whose informational content can be changed or altered by manual, electric, electro-mechanical or electronic means.
9. *Construction sign.* A temporary on-premise sign identifying an architect, contractor, subcontractor or material supplier participating in construction on the property.
10. *Double-faced sign.* A sign with two faces, back-to-back.
11. *Election sign.* A temporary sign used in connection with a local, state, or national election or referendum.
12. *Electrical sign.* A sign or sign structure in which electrical wiring, connections or fixtures are used.
13. *Feather flag sign.* A sign consisting of a vertically elongated pennant attached on one of the sides to a single support post.
14. *Festoon sign.* A sign consisting of ribbons, tinsel, small flags, pinwheels, garland or other material hanging or draped.
15. *Freestanding sign.* A sign that is erected upon or supported by the ground and is affixed to the ground, but not attached to any building, including signs on poles or pylons that are anchored into the ground. Also called ground signs.
16. *Garage sale sign.* A temporary on-premise sign advertising the sale of used household items.
17. *Government sign.* Any temporary or permanent sign erected and maintained by the city, county, state or federal government for traffic direction or for designation of or direction to any school, hospital, historical site, public service, public property, facility or function.
18. *Identification sign.* A sign whose copy is limited to the name and address of a building, institution or person, activity or occupation being identified.
19. *Illuminated sign.* A sign with an artificial light source incorporated internally or externally for the purpose of illuminating the sign.
20. *Informational sign.* An on-premise commercial sign two (2) square feet or less used for the limited purposes of identifying, directing or conveying a message.
21. *Marquee sign.* A sign attached to or supported by a marquee structure and shall be considered a wall sign for the purpose of this ordinance.
22. *Monument sign.* A sign mounted directly to the ground with a maximum height not to exceed five (5) feet.
23. *Multiple faced sign.* A sign containing three (3) or more faces, not necessarily back-to-back.
24. *Mural.* A picture painted directly on a wall and shall be considered a painted wall sign for the purpose of this ordinance.
25. *Nameplate.* A non-electronic, on-premise identification sign attached to the building giving only the name, address and/or occupation of an occupant or group of occupants.

26. *Obsolete sign.* An on-premise sign that advertises an establishment, merchandise, service or entertainment that is no longer sold, produced, manufactured, furnished on the premises or a business that has closed.
27. *Off-premise sign.* A sign structure advertising an establishment, merchandise, service or entertainment which is not sold, produced, manufactured or furnished at the property on which the sign is located, also called "billboards" or "outdoor advertising."
28. *On-premise sign.* A sign which pertains to the use of the premises or property on which it is located.
29. *Opinion sign.* A non-commercial sign, which expresses an opinion or other point of view, including but not limited to political and religious statements but which does not advertise any product, good, business or service.
30. ~~*Outline tubing sign.* A sign consisting of glass or similar material tubing filled with a gas such as neon, which glows when electric current is sent through it.~~
31. *Painted wall sign.* A sign which is applied with paint or similar substance on the surface of an exterior wall, fence, masonry, concrete or other building wall, including but not limited to murals. Painted wall signs shall be allowed in place of a wall sign as regulated in this ordinance. Prior to painting a sign on a wall in place of a wall sign, a permit must be obtained and the entire wall must be freshly painted with one continuous color.
32. *Portable sign.* A temporary sign designed to be moved easily and not permanently affixed to the ground or to a structure or building. A portable sign is capable of being readily moved from one location to another.
33. *Projecting sign.* A sign that is affixed to any building or part thereof, or to any structure and projects out by more than eighteen (18) inches.
34. *Public carrier sign.* Any temporary or permanent sign erected to designate a public carrier location.
35. *Real estate sign.* A temporary sign advertising the real estate upon which the sign is located as being for sale, rent or lease.
36. *Roof sign.* Any sign erected over or on the roof of a building.
37. *Rope lighting.* Multiple interconnected lamps including LEDs or light bulbs connected to a single electrical source, or luminous tubing that contains a gas, such as neon, that glows when electric current is sent through it. Rope lighting includes, but is not limited to, lighting also known as strand lighting, lite ropes, flexible impact lighting, tubular lighting, string lighting, or other similar forms of illumination.
38. *Temporary ornamental lighting.* Seasonal lighting with no permanent electrical wiring.
39. *Temporary sign.* A sign, banner, inflammable or other advertising device constructed of cloth, canvas, fabric, wood or other light temporary material, with or without a structural frame, intended to be displayed for a limited time period, including but not limited to election signs, portable signs and political signs.
40. *Inflatable sign.* A sign that is capable of being inflated with air, helium, or other gas.

41. *Wall sign.* A sign attached parallel to and extending not more than eighteen (18) inches from the wall of a building with no copy on the sides or edges, including painted, individual letter, cabinet and signs on a mansard.
42. *Window sign.* A sign installed inside a window and intended to be viewed from the outside.

SECTION 2. That Appendix A, Article IV-A, Division III, Section 4A.14 of the Code of Ordinances of the City of Warren, Michigan,

WHICH PRESENTLY READS:

Section 4A.14 Prohibited signs.

The following types of signs are prohibited in all districts:

- a) Signs that utilize flashing, blinking, intermittent or moving lights or exposed incandescent light bulbs.
- b) Exterior outline tubing signs
- c) Festoon signs.
- d) Signs imitating or resembling official traffic or government signs or signals that are made of the same material, and are of the same size and shape and color.
- e) Signs attached to trees, telephone poles, public benches, streetlights, or placed on any public property or public right-of-way, unless otherwise provided by ordinance.
- f) Roof signs.
- g) Abandoned signs.
- h) Obsolete signs.
- i) Signs in parking districts (P) greater than two (2) square feet in size.
- j) Off-premise signs other than billboards, election and special events or activities signs as regulated in this ordinance.
- k) Effective March 1, 1999, except as provided in this Appendix, any billboard containing any tobacco advertisement in any publicly visible location on or within 1000 feet of the perimeter of any school premises, playground, or playground area in a public park.

IS HEREBY AMENDED TO READ AS FOLLOWS:

Section 4A.14. Prohibited signs.

The following types of signs are prohibited in all districts:

- a) Signs that utilize flashing, blinking, intermittent or moving lights or exposed incandescent light bulbs.
- b) ~~Exterior outline tubing signs~~ rope lighting, except temporary ornamental lighting.
- c) Festoon signs.
- d) Signs imitating or resembling official traffic or government signs or signals that are made of the same material, and are of the same size and shape and color.
- e) Signs attached to trees, telephone poles, public benches, streetlights, or placed on any public property or public right-of-way, unless otherwise provided by ordinance.
- f) Roof signs.
- g) Abandoned signs.
- h) Obsolete signs.
- i) Signs in parking districts (P) greater than two (2) square feet in size.
- j) Off-premise signs other than billboards, election and special events or activities signs as regulated in this ordinance.
- k) ~~Effective March 1, 1999, e~~Except as provided in this Appendix, any billboard containing any tobacco advertisement in any publicly visible location on or within 1,000 feet of the perimeter of any school premises, playground, or playground area in a public park.
- l) A sign advertising alcoholic liquor as prohibited in Warren Code of Ordinances, Chapter 4, Article II, Section 4-9A.
- m) Inflatable signs, except as permitted in Warren Code of Ordinances, Appendix A, Article IV-A, Division V, Section 4A.42.
- n) Feather flag signs.

SECTION 3. That Appendix A, Article IV-A, Division VIII, Section 4A.61 of the

Code of Ordinances of the City of Warren, Michigan

WHICH PRESENTLY READS:

Section 4A.61. Application for permits.

Application for the erection, structural alteration or relocation of a sign shall be made to the Division of Buildings and Safety Engineering. The following information shall be provided:

- a) Name, address and telephone number of the applicant.
- b) Name and address of the owner of the sign.
- c) Name and address of person erecting the sign.
- d) Street address or location of the property on which the sign is to be located together with the name and address of the property owner.
- e) The type of sign or sign structure as defined in this ordinance.
- f) A site plan with measurements showing the proposed location of the sign together with the locations of all existing signs on the same premises.
- g) Specifications and drawings showing the materials, design, dimensions, structural supports and electrical components of the sign.
- h) Copy of applicable stress sheets and calculations showing the structure as designed for dead load and wind pressure.
- i) Any electrical permit required and issued for the sign.

IS HEREBY AMENDED TO READ AS FOLLOWS:

Section 4A.61. Application for permits.

Application for the erection, structural alteration or relocation of a sign shall be made to the Division of Buildings and Safety Engineering. The following information shall be provided:

- a) Name, address and telephone number of the applicant.
- b) Name and address of the owner of the sign.
- c) Name and address of person erecting the sign.
- d) Street address or location of the property on which the sign is to be located together with the name and address of the property owner.
- e) The type of sign or sign structure as defined in this ordinance.
- f) A site plan with measurements showing the proposed location of the sign together with the locations of all existing signs on the same premises.
- g) Specifications and drawings showing the materials, design, exact wording, dimensions, structural supports and electrical components of the sign.
- h) Copy of applicable stress sheets and calculations showing the structure as designed for dead load and wind pressure.
- i) Any electrical permit required and issued for the sign.
- j) Any other information that the building division finds necessary to ensure compliance under this Ordinance and all other applicable laws of the City and the State of Michigan.

SECTION 4. This Ordinance shall take effect on _____, 2014.

I HEREBY CERTIFY that the foregoing Ordinance No. ____-____ was adopted by
the Council of the City of Warren at its meeting held on _____, 2014.

PAUL WOJNO
City Clerk

Published: _____

ORDINANCE NO. ___ - ___

AN ORDINANCE TO ADD SECTION 4-9A, ENTITLED SIGNS ADVERTISING ALCOHOLIC LIQUORS, TO CHAPTER 4, ARTICLE II TO THE CODE OF ORDINANCES; AND TO AMEND CHAPTER 4, ALCOHOLIC LIQUORS, ARTICLE III, LICENSES, PERMITS, LOCAL APPROVAL, SECTION 4-12 ENTITLED GRANT OR DENIAL OF LOCAL APPROVAL.

THE CITY OF WARREN ORDAINS:

SECTION 1. That the Code of Ordinances of the City of Warren, Michigan, is hereby amended by adding a section, to be numbered 4-9A, to Chapter 4, Article II,

WHICH SHALL READ AS FOLLOWS:

Sec. 4-9A. Signs Advertising Alcoholic Liquors.

- (a) Effective July 1, 2017, any sign advertising alcoholic liquor that: (1) is visible from a roadway, but not visible from a state highway; (2) is not associated with a name of a business; or (3) is greater than 10 square feet is prohibited.
- (b) Signs advertising alcoholic liquor that are 10 square feet or less shall be:
 - (1) limited to one sign per registered business; and
 - (2) no wider than 5 feet.

SECTION 2. That Chapter 4, Article III, Section 4-12 of the Code of Ordinances of the City of Warren, Michigan

WHICH PRESENTLY READS:

Sec. 4-12. Grant or denial of local approval.

- (a) *Local police.* Within forty-five (45) days of receipt of an application pursuant to subsection (b) of this section, the liquor licensing division shall:
 - (1) Issue a decision either approving or disapproving the application, specifying the reasons therefore, pursuant to the standards set forth in section 4-12(c) below; and
 - (2) Transmit its decision to the city council for council's consideration at its next meeting.

(b) *City council.* Within forty-five (45) days of the liquor licensing division's issuance of its decision, the city council shall:

- (1) Issue a decision either approving or disapproving the application, specifying the reasons therefore, pursuant to the standards set forth in section 4-12(c) below; and
- (2) Transmit its decision to the Michigan Liquor Control Commission.

(c) *Standards for approval.* The liquor licensing division and the city council shall approve an application unless:

- (1) An applicant is less than twenty-one (21) years of age;
- (2) An applicant has had less than three (3) years management experience in a business that serves the public;
- (3) An applicant has not paid the liquor license application fee;
- (4) The subject premises is not in compliance with the zoning ordinance;
- (5) The subject premises lacks a required certificate of compliance of zoning grant conditions, where applicable;
- (6) The buildings and safety engineering department, the county health department or applicable department, or the fire department has indicated that there are unpaid fees or uncured violations under its purview related to the subject premises;
- (7) The city treasurer's office has denied a real estate tax clearance pertaining to the subject premises;
- (8) The business does not own the premises for which a license is sought or does not have a lease therefore for the full period for which the license is sought;
- (9) An applicant has had a liquor license revoked or not renewed for cause in the last ten (10) years under this article or a comparable city or township ordinance or state law, whether in Michigan or otherwise;
- (10) An applicant has been found in violation of regulations promulgated by the Michigan Liquor Control Commission, or a similar agency regulating alcohol or liquor, on more than five (5) occasions in the last ten (10) years;
- (11) An applicant has had an influential interest in a business that has been declared by a court of law to be a nuisance within ten (10) years prior to the filing of the application for local approval, if the conditions creating the nuisance occurred during the time that the applicant had the influential interest in the business;
- (12) An applicant has been convicted of, or pled guilty or nolo contendere to, a disqualifying criminal act, as defined in this chapter;
- (13) The business is not licensed to do business in Michigan or has not obtained a sales tax license;
- (14) An applicant has failed to provide information required by this chapter or has falsely answered a question or has failed to answer a request for information related to the applicant's ability to operate an alcoholic liquor-licensed establishment consistent with the public health, safety, and welfare;

(15) The liquor licensing division or the city council finds, based on specified information available to the division or council, that issuance of an alcoholic liquor license would have a substantial negative effect upon vehicular traffic, pedestrian traffic, noise, or economic development in the surrounding area;

(16) The liquor licensing division or the city council finds, based on specified information available to the division or council, that the applicant lacks the demonstrated ability to operate an alcoholic liquor-licensed establishment consistent with the public health, safety, and welfare.

(d) *Tolling of deadline for decision.* The deadlines for a decision by the liquor licensing division or the city council under this chapter may be tolled at the request of the applicant for a reasonable period of time as is necessary for the applicant to obtain and present all information requested by the division or the council that is related to the applicant's project or the applicant's ability to operate an alcoholic liquor-licensed facility consistent with the public health, safety, and welfare. The deadlines may also be tolled by the city council, for a period of up to thirty (30) days, to permit the gathering of additional information related to the project or the applicant's ability to operate an alcoholic liquor-licensed facility consistent with the public health, safety, and welfare.

(e) *Reservation of authority.* Notwithstanding anything to the contrary in this chapter, no applicant for local approval has a right to the issuance of an alcoholic liquor license to the applicant, and the city hereby reserves the right to exercise reasonable discretion to determine who, if anyone, shall be entitled to the issuance of such a license, based on objective criteria related to concerns of the public health, safety, and welfare as they relate to the project.

IS HEREBY AMENDED TO READ AS FOLLOWS:

Sec. 4-12. Grant or denial of local approval.

(a) *Local police.* Within forty-five (45) days of receipt of an application pursuant to subsection (b) of this section, the liquor licensing division shall:

(1) Issue a decision either approving or disapproving the application, specifying the reasons therefore, pursuant to the standards set forth in section 4-12(c) below; and

(2) Transmit its decision to the city council for council's consideration at its next meeting.

(b) *City council.* Within forty-five (45) days of the liquor licensing division's issuance of its decision, the city council shall:

- (1) Issue a decision either approving or disapproving the application, specifying the reasons therefore, pursuant to the standards set forth in section 4-12(c) below; and
- (2) Transmit its decision to the Michigan Liquor Control Commission.

(c) *Standards for approval.* The liquor licensing division and the city council shall approve an application unless:

- (1) An applicant is less than twenty-one (21) years of age;
- (2) An applicant has had less than three (3) years management experience in a business that serves the public;
- (3) An applicant has not paid the liquor license application fee;
- (4) The subject premises is not in compliance with the zoning ordinance, except those restrictions referenced in Appendix A, Article IV-A, Division III, Section 4A.14(l);
- (5) The subject premises lacks a required certificate of compliance of zoning grant conditions, where applicable;
- (6) The buildings and safety engineering department, the county health department or applicable department, or the fire department has indicated that there are unpaid fees or uncured violations under its purview related to the subject premises;
- (7) The city treasurer's office has denied a real estate tax clearance pertaining to the subject premises;
- (8) The business does not own the premises for which a license is sought or does not have a lease therefore for the full period for which the license is sought;
- (9) An applicant has had a liquor license revoked or not renewed for cause in the last ten (10) years under this article or a comparable city or township ordinance or state law, whether in Michigan or otherwise;
- (10) An applicant has been found in violation of regulations promulgated by the Michigan Liquor Control Commission, or a similar agency regulating alcohol or liquor, on more than five (5) occasions in the last ten (10) years;
- (11) An applicant has had an influential interest in a business that has been declared by a court of law to be a nuisance within ten (10) years prior to the filing of the application for local approval, if the conditions creating the nuisance occurred during the time that the applicant had the influential interest in the business;
- (12) An applicant has been convicted of, or pled guilty or nolo contendere to, a disqualifying criminal act, as defined in this chapter;
- (13) The business is not licensed to do business in Michigan or has not obtained a sales tax license;
- (14) An applicant has failed to provide information required by this chapter or has falsely answered a question or has failed to answer a request for information related to the applicant's ability to operate an alcoholic liquor-licensed establishment consistent with the public health, safety, and welfare;
- (15) The liquor licensing division or the city council finds, based on specified information available to the division or council, that issuance of an alcoholic liquor

license would have a substantial negative effect upon vehicular traffic, pedestrian traffic, noise, or economic development in the surrounding area;

(16) The liquor licensing division or the city council finds, based on specified information available to the division or council, that the applicant lacks the demonstrated ability to operate an alcoholic liquor-licensed establishment consistent with the public health, safety, and welfare.

(d) *Tolling of deadline for decision.* The deadlines for a decision by the liquor licensing division or the city council under this chapter may be tolled at the request of the applicant for a reasonable period of time as is necessary for the applicant to obtain and present all information requested by the division or the council that is related to the applicant's project or the applicant's ability to operate an alcoholic liquor-licensed facility consistent with the public health, safety, and welfare. The deadlines may also be tolled by the city council, for a period of up to thirty (30) days, to permit the gathering of additional information related to the project or the applicant's ability to operate an alcoholic liquor-licensed facility consistent with the public health, safety, and welfare.

(e) *Reservation of authority.* Notwithstanding anything to the contrary in this chapter, no applicant for local approval has a right to the issuance of an alcoholic liquor license to the applicant, and the city hereby reserves the right to exercise reasonable discretion to determine who, if anyone, shall be entitled to the issuance of such a license, based on objective criteria related to concerns of the public health, safety, and welfare as they relate to the project.

SECTION 3. This Ordinance shall take effect on _____, 2014.

I HEREBY CERTIFY that the foregoing Ordinance No. ____-____ was adopted by the Council of the City of Warren at its meeting held on _____, 2014.

PAUL WOJNO
City Clerk

Published: _____

RESOLUTION

WHEREAS, on October 15, 2014, a notice was published in the Warren Weekly, a paper of general circulation in the City of Warren, that the Planning Commission would hold a public hearing in the Council Chambers at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan, to consider amendments to the text of Ordinance No. 30 known as the Zoning Ordinance of the City of Warren; and

WHEREAS, on November 10, 2014, a public hearing was held before the Planning Commission wherein the proposed amendment to the Zoning Ordinance was considered, and the Commission reviewed evidence concerning compliance with all laws and fines; and

WHEREAS, at said hearing on November 10, 2014, the Planning Commission recommendation approval of the attached Ordinance, which replaces Appendix A, Article IV-A of the Code of Ordinances entitled Prohibited Signs Ordinance addressing Alcoholic Liquors; and

WHEREAS, the amendment and report are attached hereto.

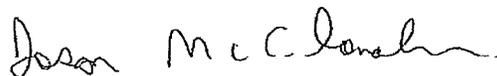
NOW THEREFORE BE IT RESOLVED that the report of the Planning Department attached hereto be submitted to the City Council and the said amendment annexed hereto to recommend for adoption.

RESOLUTION adopted at the meeting of November 10, 2014.

PLANNING COMMISSION OF THE CITY OF WARREN



Jocelyn Howard, Chairperson



Jason McClanahan, Secretary

7.e) AMENDMENT TO ORDINANCE NO. 30; APPENDIX A, ZONING: Article IV-A, General Provisions, Division III, Section 4A.14, and Division VIII, Section 4A.61, regarding the regulation of the size of signs advertising alcoholic liquors
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1. The current regulations that address the issue regarding the size of signs advertising alcoholic liquors is nonexistent. See the attached proposed version for the regulation of the size of signs ordinance for alcoholic liquors.

2. **CURRENT STATUS OF THE AMENDMENT**

- a) The Planning Commission, pursuant to Article XXIV, Changes and Amendments, Section 24.01 Procedure of Zoning Ordinance No. 30, shall provide a report and recommendation to City Council for amendments that change the regulations of the Zoning Ordinance.
- b) The present hearing will be the initial formal review of the proposed amendment by the Planning Commission.
- c) On October 15, 2014, notice was given in the Warren Weekly for the November 10, 2014, public hearing before the Planning Commission.
- d) On October 3, 2014, the Planning Department received communication from David Griem, City Attorney, proposing ordinance amendments regarding alcoholic liquors. The amendments are identified as the following:
 - 1) A proposed amendment to add Section 4-9A entitled Signs Advertising Alcoholic Liquors to Chapter 4, Alcoholic Liquors, Article II, Requirements; Prohibited Activities. The effect of the ordinance will be to: (1) immediately prevent a person or entity from erecting any sign that advertises alcoholic liquor, and is greater than 10 sq. ft. in size; and (2) by July 1, 2017, ban all existing signs advertising alcoholic liquor that are greater than 10 sq. ft. in size.
 - 2) A proposed amendment to Chapter 4, Article III, section 4-12, to exclude the proposed Section 4-9A from resulting in a denial of local approval for a liquor license.
 - 3) A proposed amendment to Section 4A.14 of Appendix A, Zoning, Article IV-A, Signs, that prohibits inflatable signs, feather flag signs, and rope lighting; and to amend the definition section.
 - 4) A proposed amendment to Appendix A, Article IV-A, Division VII, Section 4A.61, that requires a sign permit applicant to include the wording that he wants to place on the proposed sign, and any other information that the building department finds necessary to evaluate the permit application.

Items 3 and 4 are the amendments that the Planning Commission shall review and recommend approval to City Council. Items 1 and 2 shall be handled through the Attorney's office.

7.e) AMENDMENT TO ORDINANCE NO. 30; APPENDIX A, ZONING: Article IV-A, General Provisions, Division III, Section 4A.14, and Division VIII, Section 4A.61, regarding the regulation of the size of signs advertising alcoholic liquors
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e) Several communications were received from Caitlin Murphy, Asst. City Attorney, beginning on May 19, 2014 and through to the October 3, 2014 communication from Mr. Griem.

3. The proposed amendment is in response to the concerns of the public regarding the need for the regulation of alcoholic liquor signs.

4. The proposed amendments are summarized as follows:

- a) Section 4A.11 (1), Abandon sign. Reasons for evaluation after 60 days of notice by the City.
- b) Section 4A.11 (13), Feather flag sign. A vertically elongated pennant attached to a support post.
- c) Section 4A.11 (30), Outline tubing sign. Removed.
- d) Section 4A.11 (37), Rope lighting. Expanded definition that includes outline tubing, rope lighting, strand lighting, lite ropes, etc.
- e) Section 4A.11 (38), Temporary ornamental lighting. Seasonal lighting with no permanent wiring.
- f) Section 4A.11 (40), Inflatable sign. A sign that is capable of being inflated with air, helium or other gas.
- g) Section 4A.14 (b), Exterior rope lighting, except temporary ornamental lighting.
- h) Section 4A.14 (k), Removal of the words "Effective March 1, 1999".
- i) Section 4A.14 (l), A sign advertising alcoholic liquor as prohibited in Warren Code of Ordinances, Chapter 4, Article II, Section 4-9A.
- j) Section 4A.14 (m), Inflatable signs.
- k) Section 4A.61 (g), Add "exact wording".
- l) Section 4A.61 (j), Any other information that the building department finds necessary to ensure compliance under this ordinance and all other applicable laws of the City and the State of Michigan.

- 7.e) AMENDMENT TO ORDINANCE NO. 30; APPENDIX A, ZONING: Article IV-A, General Provisions, Division III, Section 4A.14, and Division VIII, Section 4A.61, regarding the regulation of the size of signs advertising alcoholic liquors
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RECOMMENDATION

The purpose of the public hearing is for the Planning Commission to receive public comment. The Commission, in turn, may recommend to the Planning Department and City Attorney any suggested changes.

Therefore, it is recommended that these amendments for alcoholic liquor signs be APPROVED subject to the following additional changes and forward the Commission's final recommendation to City Council for approval.

The suggested changes are as follows:

1. Add "Division II" after "Article IV-A" in the title Section 1.
2. Add "Division III" after "Article IV-A" in the title Section 2.
3. Capitalize the two (2) words "city" to "City" in Section 4A.11 (1).
4. Change the word "department" to "division" in Section 4A.61 (j).

SEE ATTACHED ORDINANCES

Mr. Mark Rusch - I would expect that certainly before the end of December, my understanding is that there were just a couple of small items that needed to be completed and we are in the process of doing that so it maybe three to four weeks until the final punch list is completed.

Chair Howard - I would like to make that a condition of the approval that is to get done immediately and that there is some time frame with that. That building is constructed and is operating so we would like to perhaps put a six month time frame for that to get completed. If the maker of the motion could support that please?

Assistant Secretary Smith - I support it.

Secretary McClanahan - Yes.

Chair Howard - Thank you so much, so we'll have a six month time frame for that certificate of compliance to be in place with that second building.

ROLL CALL:

The motion carried unanimously as follows:

Assistant Secretary Smith.....	Yes
Commissioner Vinson.....	Yes
Chair Howard.....	Yes
Vice Chair Kupiec.....	Yes
Secretary McClanahan.....	Yes
Commissioner Pryor.....	Yes
Commissioner Rob.....	Yes

E. AMENDMENT TO APPENDIX A, ARTICLE IV-A, SECTIONS 4A.11; Alcoholic Liquors, Article II, Requirement; Prohibited Activities. An Ordinance regulating the size of signs advertising alcoholic liquors for the City of Warren relating to zoning.

Mr. Ron Wuerth - This issue has been brought up in particular by the Administration they are very concerned about these types of signs that are slowing proliferating through out the community. In particular the alcoholic liquor signs the Administration is extremely concerned about. So with that the Attorney's Office was directed to put together amendments here obviously for the Planning Commission to take a look at and hopefully recommend to City Council to address such issues. We received communication from the Attorney's Office on October 3rd and from there obviously we set up the public notice to look at some additions or changes.

So with that I'll go to a quick summary here. The proposed amendments are summarized as follows:

Section 4A.11 (1), Abandon signs, reasons for evaluation after 60 days of notice by the City.

Section 4A.11 (13), Feather flag sign, a vertically elongated pennant attached to a support post. By the way this is a sign that we don't have defined so that's the purpose of what you see here is definition.

Section 4A.11 (30) Outline tubing sign, we removed that.

Section 4A.11 (37) Rope lighting, expanded definition that includes outline tubing, rope lighting, strand lighting, lite ropes, etc.

Section 4A.11 (38) Temporary ornamental lighting, seasonal lighting with no permanent wiring.

Section 4.A11 (40) Inflatable sign, you've seen those they kind of blow around sometimes they are people sometimes they are other types of things, but it's a sign that is capable of being inflated with air, helium or other gas we don't have that defined.

Section 4A.11 (B) Exterior rope lighting, except temporary ornamental lighting.

Section 4A.14 (K) Removal of the words "Effective March 1, 1999" and that's just to update that particular section that it's referenced to.

Section 4A.14 (I) A sign advertising alcoholic liquor as prohibited in Warren Code of Ordinances, Chapter 4, Article II, Section 4-9A.

Section 4A.14 (M) Inflatable signs.

Section 4A.61 (G) Add "exact wording".

Section 4A.61 (J) Any other information that the building department finds necessary to ensure compliance under this ordinance and all other applicable laws of the City and the State of Michigan, that's a statement added into that particular section.

So with these changes to the ordinance the City will be able to address liquor signs and there are also two other sections here that I didn't mention but they are as you've seen in your communication sections that are going to be placed in the code of ordinances to

support the zoning ordinance sections. They are in your packet and they are also listed in that letter received from the City Attorney.

Mr. Wuerth reads the recommendation by the Staff:

PUBLIC HEARING:

Mr. Joseph Hunt – I guess every time I see these alterations and changes that come before the Planning Commission to make changes to particular ordinances I always have to say what is the incentive behind it. Mr. Wuerth had indicated that the Administration is becoming concerned about the proliferation of these alcoholic beverage signs in the city. I'm merely not to certain who within the Administration was driving and decided that there's this amazing proliferation of signs,

I've always believed if it's not broke don't fix it. And of course I've been on the campaign trail three of the last four years I've been to every gas station and party store in the city and I don't see anything any different that I've seen for the last 15 or 20 years. I believe this is nothing other than basically a means for the city to go into the gas station and the party stores that sell alcoholic beverages and basically threaten them with fines in order to increase the cash for the city. I don't really see it, I thought maybe perhaps that there might be some kind of inclusion about the big billboard signs that you see on the side of the road there's a couple on 12 Mile and bunch on 8 Mile with liquor advertisement on them.

I just see that this is really nonsensical because there is no proliferation any different then it's been for the last 10 or 12 years. It just means somebody in the Administration decided that the best way that we can all of a sudden write tickets and get fines, especially through that building department, is basically to start messing with the ordinances. Pretty soon it's going to be so bad that you can't even wear a Budweiser shirt on the street without getting a ticket.

MOTION:

A motion was made by Commissioner Rob to approve, supported by Vice Chair Kupiec.

COMMISSIONERS PORTION:

Chair Howard – I'm looking at the existing signage that's currently out there will these particular establishments will be given some type of time frame in order to modify their signs, what is that process going to be?

Mr. Ron Wuerth – Well that time frame I think is going to be built into the code of ordinances and not in the recommendation here to amend the zoning ordinance, but there will be a time frame. What's been noticed here is the size of the liquor signs and the beverages signs they've gotten larger and brighter and frankly more obnoxious. So the idea is there should be a little more regulation when it comes to approvals of these particular signs.

Chair Howard – And during that time of course Zoning and also Building Department will put all those additional items together for the existing business owners?

Mr. Ron Wuerth – Yea they will make the review, the review will be more strict obviously according to these changes, and those changes in the code for review of these signs as they come in.

Chair Howard – There's also indication here from the City Attorney by July 1st, 2017 to ban all existing signs advertising alcohol, liquor that are greater than 10 feet in size. So as of July 1st and within the next two years that would be completely omitted, I'm referring to the letter from the City Attorney the recommendation yes.

Mr. Ron Wuerth – Yes.

Assistant Secretary Smith – So just for my understanding the liquor signs that are already in existences are they going to need to be changed or new upcoming signs for new establishments.

Mr. Ron Wuerth – Over time they will be changed they will all be changed.

Vice Chair Kupiec – Article one from the Attorney's Office the last sentence says that anything greater than 10 square feet in size by July 1st of 2017 will ban all existing signs advertising alcohol beverages that are greater than 10 square foot in size. So will that eliminate billboards is that what we are saying?

Mr. Ron Wuerth - No this does not address billboards, billboards are under completely different section of regulation and are regulated by the State of Michigan.

Vice Chair Kupiec – So these are basically signs that are added on by the owner of the business to advertise his business?

Mr. Ron Wuerth – Yes.

Vice Chair Kupiec – Okay so we have nothing to do with these billboards they are regulated by the State you are saying?

Mr. Ron Wuerth – Yes.

Vice Chair Kupiec – I was unaware of that thank you very much.

Chair Howard – Again this is a recommendation to be approved and will be directed to the City Council for further action

ROLL CALL:

The motion carried unanimously as follows:

Commissioner Rob.....	Yes
Assistant Secretary Smith.....	Yes
Commissioner Vinson.....	Yes
Chair Howard.....	Yes
Vice Chair Kupiec.....	Yes
Secretary McClanahan.....	Yes
Commissioner Pryor.....	Yes

- F. SPECIAL LAND USE APPROVAL FOR USED CAR FACILITY;
 Located on the west side of Mound Road approximately 373.64 feet north of Eight Mile; 20787 Mound Road; Section 32; Mazin Marogi (John Bingham).

PETITIONER PORTION:

Mr. Richard Sulaka - I apologize but the architects Mr. Bingham had to go out of town he had a family emergency. So if there are any additional questions we can relay them to him and get back to you as soon as possible.

Chair Howard - Thank you, tell us about the item?

Mr. Richard Sulaka – Mr. Marogi is looking to develop a piece of property and I'll pass around the photos. This is through no small expense, trouble, or effort on behalf of Mr. Marogi he has assembled seven lots in the back and eleven in the front these buildings that you see and properties are all vacant and the business have not been operating for a total of 12 years now.

The proposed site plan I do have copies of that as well and anybody that's familiar with the 8 and Mound area this is the new facility that would be built where those abandon buildings are today. Mr. Wuerth does have a few concerns with the proposed use and special development of this property. Both of the items under 11A and 1B I



WARREN CITY COUNCIL

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

Robert Boccomino
Kelly Colegio
Patrick Green

Keith Sadowski
Scott Stevens

Cecil D. St. Pierre, Jr.
Steven G. Warner

REQUEST FOR AGENDA ITEM

Date: May 20, 2015

Council Member: Council Secretary/Mayor Pro Tem Scott C. Stevens

Request: Discussion In Re: Request to host a Town Hall Meeting for residents to provide input to local legislator's reading roads.

Comments: Invite Senator Bieda, State Representative Miller, State Representative Yanez and State Representative John Chirkun to attend.



CITY ATTORNEY'S OFFICE

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

May 19, 2015

City Council
City of Warren

Re: JEFFREY FALBO v CITY OF WARREN
MCCC Case No. 15-1468-NF
Hon. Diane Druzinski



Dear Honorable Council:

Please be advised that the above lawsuit was served on the City of Warren on or about May 13, 2015 and a copy of the same was forwarded to you by the City Clerk on that date.

Plaintiff, Jeffrey Falbo, brings suit against the City of Warren in the 16th Circuit Court for the County of Macomb for an incident which allegedly took place on or about January 3, 2014. Plaintiff alleges that while he was employed and insured with the City of Warren, he sustained some back injuries while checking the brake air pressure of a motor vehicle owned by the City of Warren. Plaintiff further alleges that the City of Warren has unreasonably refused to pay or has unreasonably delayed in making the proper payments to the Plaintiff contrary to MCLA 500.3148.

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 blue ink that reads "David Griem (s)".

David Griem
City Attorney

DG/sd Falbo_Mayor and Council letters ID55795

cc: James R. Fouts, Mayor



May 1, 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 20749 Plumhoff 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 20749 Plumhoff which is under the nuisance abatement program.

Attached, please find the appropriate resolutions 1 and 2 for the next available City Council Meeting. Please place on the **May 26, 2015 consent agenda** for a council meeting **June 23, 2015** to review and confirm Special Assessment Roll No. 463. Thank you for your cooperation in this matter.

Sincerely,

Handwritten signature of Richard D. Sabaugh in cursive.

Richard D. Sabaugh, Director
Department of Public Service

Read and Concur,

Approved:

Handwritten signature of Roxanne R. Carestelli in cursive.
City Attorney's Office

Read and Concur,

Approved:

Handwritten signature of James R. Fouts in cursive.
James R. Fouts, Mayor

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

**1st SAR Nuisance Resolution
20749 Plumhoff (13-31-478-013)**

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"):

LOTS 130, 131 AND LOT 132, INCLUSIVE, INCLUDING THE ½ ADJACENT VACATED PUBLIC ALLEY – Ramm and Co's Woodlands Subdivision, as recorded in Liber 7, Page 57 of Plats, Macomb County Records.

**Owner(s): Keith Hamilton
Michael D. Buero and Janice M. Buero
Option One Mortgage Corporation
Macomb County Treasurer
American Home Mortgage Servicing
Elite REO Service**

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. 13-31-478-013 also known as 20749 Plumhoff	\$11,257.50

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 23rd day of June, 2015, for payment to be made. The notice shall further state that if payment is not made before the said 23rd day of June, 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
20749 Plumhoff (13-31-478-013)

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. (13-31-478-013) also known as 20749 Plumhoff.

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

PROPERTY

CHARGES

Parcel No. 13-31-478-013 also known as 20749 Plumhoff

\$11,257.50

LOT 130,131 AND LOT 132, INCLUSIVE, INCLUDING THE ½ ADJACENT VACATED PUBLIC ALLEY – Ramm and Co's Woodlands Subdivision, as recorded in Liber 7, Page 57 of Plats, Macomb County Records.

**Owner(s): Keith Hamilton
Michael D. Buero and Janice M. Buero
Option One Mortgage Corporation
Macomb County Treasurer
American Home Mortgage Servicing
Elite REO Service**

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 23rd day of June, 2015, for payment to be made;

Payment has not been made, and a public hearing having been held on June 23, 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. 463 - \$11,257.50

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