



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, June 9, 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 26, 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 Rezone Property located on the west side of Hoover Road, 198.82 feet north of Engleman Road; 11555 Engleman Road; from the present zoning classification C-1, Local Business District to C-2, General Business District; Section 22; Little Caesars Enterprises, Inc. (Todd Huntington). **CONSIDERATION AND ADOPTION OF A RESOLUTION.**
- 10 **CORRESPONDENCE FROM THE MAYOR:**
 - a) **CONSIDERATION AND ADOPTION OF A RESOLUTION** approving the renewal of City's "Public Entity" Property and Casualty Liability Insurance Program effective July 1, 2015 through June 30, 2016.

- b) CONSIDERATION AND ADOPTION OF A RESOLUTION to approve a cost sharing agreement between the Michigan Department of Transportation (MDOT) and the City of Warren for concrete pavement rehabilitation along 13 Mile Road, from Dequindre easterly to Ryan Road, MDOT Contract 15-5206. Total project costs estimated to be \$1,127,000.00.
- c) Request of the Engineering Division to approve Contract Modification No. 1 to City Contract P-15-593, 2015 Pavement Repairs with Zuniga Cement Construction, Inc., for increase in contract funding by \$500,000.00 and an extension of sixty calendar days for contract completion. CONSIDERATION AND ADOPTION OF A RESOLUTION.
- d) CONSIDERATION AND ADOPTION OF A RESOLUTION to award bid and approve contract for City Project WP-15-597, Suburban Drive and Newport Drive Pavement Reconstruction (ITB-W-9125) to the low bidder, Angelo Iafrate Construction Company, in the total bid amount not to exceed \$1,414,191.35, and authorizing the Mayor and Clerk to execute the Contract.
- e) Request of the Fire Department to split the award of Hale parts, services, and annual inspections (SOL-W-9108) of Pierce Fire Engines for a two (2) year period to Apollo Fire Equipment Co., and Cummins Bridgeway, in an annual amount not to exceed \$25,000.00 total. CONSIDERATION AND ADOPTION OF A RESOLUTION.
- f) Request of the Police Department for an increase in budgeted revenues and appropriations in the amount of \$52,685.00, Pursuant to the Memorandum of Understanding, 2015 Bryne Justice Assistance Grant (JAG). CONSIDERATION AND ADOPTION OF A RESOLUTION.
- g) Request of the Police Department to award membership usage of the Courts and Law Enforcement Management Information System (CLEMIS) through the Oakland County Treasurer's office, SOL-W-8985, in an amount not to exceed \$9,159.75. CONSIDERATION AND ADOPTION OF A RESOLUTION.
- h) Request of the Police Department to waive the bid process and award Closed Quarters Battle (CQB) Training to the sole source provider, Northern Red, LLC., in an amount not to exceed \$25,989.70. CONSIDERATION AND ADOPTION OF A RESOLUTION.
- i) Request of the Information Systems Department to waive the bidding process and authorize a one (1) year membership, June 27, 2015 through June 26, 2016 for Office 365 Email services through the Microsoft Corporation, in an amount not to exceed \$13,386.00. CONSIDERATION AND ADOPTION OF A RESOLUTION.
- j) Request of the Parks and Recreation Department to split award to purchase Cardiovascular Exercise Machines for the Warren Community Center to the low responsible and cost-effective bidders; Direct Fitness Solutions in the net amount of \$15,580.00 and All Pro Exercise in the net amount of \$25,200.00; for a grand total award amount of \$40,780.00 which accounts for trade-in allowances. CONSIDERATION AND ADOPTION OF A RESOLUTION.
- k) Request of the Sanitation Division to award Bid ITB-W-9171 to furnish one (1) 2016 Mack GU813 Cab/Chassis with one (1) Heil Body to the low responsible and cost effective bidder, Weigand Mack in the total amount of \$224,800.00. CONSIDERATION AND ADOPTION OF A RESOLUTION.
- l) Request of the Water Department to increase fees for delinquent collection notice and water service restoration. CONSIDERATION AND ADOPTION OF A RESOLUTION.

11 MISCELLANEOUS CORRESPONDENCE:

- a) Request of the Warren Police Department for approval and adoption of the Macomb County Hazard Mitigation Plan 2015-2020. CONSIDERATION AND ADOPTION OF A RESOLUTION.

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) CONSIDERATION AND ADOPTION OF A RESOLUTION approving amendments to the Towing Ordinance (Second Reading).

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) Investment Schedule 3/31/15-City Only
- b) Investment Schedule 3/31/15-Water Only
- c) Investment Schedule 3/31/15-City and Water Combined
- d) Request to schedule a Closed Session pursuant to section 8 (e) of Public Act 267 of 1976 relating to the matter of Jamar D. Horride v City of Warren, Anthony Rudin, Jon Eppich, and Officer Tassis, USDC Eastern District Case No. 15-10777. Hon. Victoria A. Roberts.
- e) Request to schedule a Closed Session pursuant to section 8 (e) of Public Act 267 of 1976 relating to the matter of Jennifer Pellow as Personal Representative of the Estate of Nathan Wesley Pellow v City of Warren, USDC Eastern District Case No. 15-11765. Hon. Terrance G. Berg.
- f) Request to schedule a Closed Session pursuant to section 8 (e) of Public Act 267 of 1976 relating to the matter of Kazimer L. Grabowski v City of Warren, MCCC Case No. 15-1589-CH. Hon. Richard L. Caretti.

**WARREN CITY COUNCIL
REGULAR MEETING
May 26, 2015**

A Regular Meeting of the Warren City Council was called for Tuesday, May 26, 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
Oksana Urban, Library Director
Lark Sameoulian, Economic Development
James Van Havermaat, City Engineer
Tom Pawelkowski, Water Department
Dave Monette, WWTP
Jim Palmer, Library Commission

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:

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

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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 Councilman Warner. With the amendment of adding item 10i donation from Wells Fargo of Lozier and item 10j for repavement bid project at Toepher.

Roll Call:

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

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

6. **APPROVAL OF THE MINUTES**

a) **Minutes of the Regular Meeting of May 12, 2015**

Motion:

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

Voice Vote:

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

7. **APPROVAL OF THE BILLS**

a) **General Revenue Funds**

Motion:

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

Roll Call:

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May 26, 2015
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A roll call vote was taken on the motion. The motion carried (6-1).

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

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.

Motion:

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

Roll Call:

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

Councilman Sadowski	Yes
Councilman Green	Yes

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May 26, 2015
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Councilman Warner	Yes
Councilman Boccomino	Yes
Councilwoman Colegio	Yes
Councilman Stevens	Yes
Chairman St. Pierre	Yes

- 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.

Motion:

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

Roll Call:

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

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

- 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.

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

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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.

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

- 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.

Motion:

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

Roll Call:

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

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

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- 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.

Motion:

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

Roll Call:

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

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

- 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.

Motion:

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

Roll Call:

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

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

- 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

WARREN CITY COUNCIL
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annual amount of \$39,113.00. CONSIDERATION AND ADOPTION OF A RESOLUTION.

Motion:

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

Roll Call:

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

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

- 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.

Motion:

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

Roll Call:

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

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

- 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

WARREN CITY COUNCIL
REGULAR MEETING
May 26, 2015
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installation at the Senior Housing complex. CONSIDERATION AND ADOPTION OF A RESOLUTION.

Motion:

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

Roll Call:

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

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

- 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 McMenamin 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.

Motion:

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

Voice Vote:

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

- i) Request of the administration to add to the agenda a request to accept donation from Wells Fargo for \$15,000.00 and Property located at 8104 Lozier.

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).

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May 26, 2015
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Councilman Green	Yes
Councilman Stevens	Yes
Councilman Warner	Yes
Councilman Sadowski	Yes
Councilwoman Colegio	Yes
Councilman Boccomino	Yes
Chairman St. Pierre	Yes

- j) Request from Engineering to add to agenda. CONSIDERATION AND ADOPTION OF A RESOLUTION to award Bid and Contract for City Project WP-15-596, Toepfer Road Water Main and Pavement Replacement (Ryan to Syracuse) to the low bidder Angelo Iafrate Construction Company in a total bid amount not to exceed \$3,464,202.00.

Motion:

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

Roll Call:

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

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

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

Motion:

Motion to appeal the ordinance adopted on May 12, 2015 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).

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

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).

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

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).

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

WARREN CITY COUNCIL
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Councilman Sadowski	Yes
Councilman Boccomino	Yes
Councilman Warner	Yes
Councilman Green	Yes
Chairman St. Pierre	Yes

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.

Motion:

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

Motion:

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

Roll Call:

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

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

15 ADJOURNMENT

Motion:

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

Voice Vote

A voice vote was taken on the motion and all "Ayes" were recorded. The motion carried (7-0). The meeting adjourned at 8:05 p.m.

Scott C. Stevens
Secretary of the Council
Mayor Pro Tem

DRAFT

CITY OF WARREN
 BILLS TO BE APPROVED FOR PAYMENT
 REGULAR MEETING OF JUNE 9, 2015
 SUMMARY PAGE

FUND	FUND NAME	TOTAL DISBURSEMENTS
101	GENERAL FUND	\$ 1,020,573.83
202	MTF ACT 51 MAJOR OPERATNG	124,951.51
203	MTF ACT 51 LOCAL OPERATNG	31,095.29
204	2011 LOCAL STREET R&M	10,860.00
208	RECREATION SPEC REVENUE	70,680.72
226	SANITATION SPECIAL REV	18,477.54
230	RENTAL ORDINANCE REVENUE	82.05
250	COMMUNICATIONS	39,137.89
260	VICE CRIME CONFISCATION	435.00
261	DRUG FORFEITURE FUND	13,019.02
262	POLICE TRAINING FUND	3,880.00
271	LIBRARY SPECIAL REVENUE	33,722.06
273	CDBG ENTITLEMENT FUND	57,733.38
277	H.O.M.E.	25,240.31
278	HOUSING OPPORTUNITIES	1,236.52
279	NSP - 1	4,568.37
280	NSP - 3	18,871.55
410	37TH D.C. BLDG RENOVATION	9,900.00
494	DDA ADMINISTRATION FUND	31.80
495	TIFA CONSTRUCTION FUND	34.99
536	SENIOR HOUSING - STILWELL	6,624.64
537	SENIOR HOUSING-JOS. COACH	7,397.05
701	UNALLOCATED TAX FUND	4,679.98
702	CASH BOND FUND	500.00
750	PAYROLL REVOLVING FUND	<u>134,611.09</u>
TOTAL CITY DISBURSEMENTS		<u>\$ 1,638,344.59</u>

CITY OF WARREN
 BILLS TO BE APPROVED FOR PAYMENT
 REGULAR MEETING OF JUNE 9, 2015

GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	731	AT&T	4481928	1,584.06
	VARIOUS	MONTHLY PHONE SERVICE		
101	12276	AT&T LONG DISTANCE	4481929	24.01
	37TH DISTRICT COURT	LONG DISTANCE SERVICE		
101	11369	AT&T MOBILITY	4481954	452.83
	VARIOUS	CELLULAR SERVICE		
101	80206	BLUE CARE NETWORK	4481930	249,388.68
	VARIOUS	HEALTH INSURANCE PREMIUM		
101	323	DTE ENERGY	4481926	2,312.08
	VARIOUS	ELECTRIC SERVICE		
101	323	DTE ENERGY	4481950	4,726.32
	VARIOUS	ELECTRIC SERVICE		
101	324	DTE ENERGY	4481955	270,455.68
	VARIOUS	ELECTRIC SERVICE		
101	14433	PAETEC TELEPHONE	4481952	6,825.23
	VARIOUS	TELEPHONE SERVICE		
101	12239	VERIZON WIRELESS	4481951	318.18
	VARIOUS	CELLULAR SERVICE		
101	12239	VERIZON WIRELESS	4481956	63.30
	FIRE DEPARTMENT	CELLULAR SERVICE		
101	15461	A A OF GREATER DETROIT	554695	72.50
	37TH DISTRICT COURT	DIRECTORIES		
101	14552	ACCUMED BILLING INC	554664	22,852.69
	FIRE DEPARTMENT	EMT FEE COLLECTION SERVICE		
101	99998	ACME ALL STAR AWNINGS	554754	400.00
	REVENUES	SITE PLAN REFUND		
101	9421	AIS CONSTRUCTION EQUIPMENT	554563	164.97
	D P W GARAGE	EQUIPMENT SUPPLY		
101	13413	ALERT ALL CORP	554624	850.00
	FIRE DEPARTMENT	PROMOTIONAL SUPPLY		
101	7775	ALL SEASONS OUTDOOR EQUIP	554538	155.31
	VARIOUS	EQUIPMENT SUPPLY		
101	13532	ANDREA C IRONS	554627	450.00
	37TH DISTRICT COURT	COURT APPOINTED ATTORNEY		
101	9457	ANDREW M CANU	554564	150.00
	37TH DISTRICT COURT	COURT APPOINTED ATTORNEY		
101	12485	ANTHONY J PENNA	554600	150.00
	37TH DISTRICT COURT	COURT APPOINTED ATTORNEY		
101	7481	APOLLO FIRE APPARATUS	554537	520.00
	D P W GARAGE	VEHICLE MAINTENANCE		
101	77	APOLLO FIRE EQUIPMENT CO	554461	1,700.00
	FIRE DEPARTMENT	VEHICLE MAINT/OPERATING		
101	13199	AVIS CHOULAGH LAW PLLC	554617	375.00
	37TH DISTRICT COURT	COURT APPOINTED ATTORNEY		
101	13908	B & L TRUCK EQUIPMENT	554642	610.03
	D P W GARAGE	VEHICLE MAINTENANCE		
101	13221	BECKY HETCHLER	554618	125.74
	HISTORICAL COMMISSION	REIMBURSEMENT		

CITY OF WARREN
 BILLS TO BE APPROVED FOR PAYMENT
 REGULAR MEETING OF JUNE 9, 2015

GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	126	BELL EQUIPMENT CO	554463	1,264.42
		D P W GARAGE EQUIPMENT SUPPLY		
101	132	BID'S SERVICE INC	554465	50.02
		D P W GARAGE EQUIPMENT SUPPLY		
101	136	BINSON'S HOME HEALTH	554466	68.00
		FIRE DEPARTMENT MEDICAL SUPPLY		
101	15187	BOBS SPECIALTY COMPANY	554684	461.82
		CRIME COMMISSION PROMOTIONAL SUPPLY		
101	3090	BRANCH TREE SERVICE INC	554513	4,350.00
		D P W GARAGE TREE TRIMMING/REMOVAL		
101	9234	BROADSPIRE SERVICES, INC.	554557	2,012.92
		ADMIN UNALLOCATED EXPENSE SERVICE FEES		
101	184	C & G PUBLISHING INC	554467	1,003.00
		VARIOUS PUBLIC NOTICE		
101	12503	CANBERRA INDUSTRIES	554601	8,584.95
		ADMIN UNALLOCATED EXPENSE RADIAC UNIT REPLACEMENT		
101	16242	CASPER CORPORATION	554726	127,842.67
		ADMIN UNALLOCATED EXPENSE STORAGE EQUIP REPLACEMENT		
101	99998	CATALFIO HOMES INC	554755	20.00
		REVENUES FENCE PERMIT REFUND		
101	13611	CENTER MASS INC	554630	1,398.00
		POLICE DEPARTMENT COURSE FEES		
101	222	CHESTER BOOT SHOP	554469	276.93
		FIRE DEPARTMENT SHOES/BOOTS		
101	16400	CHILLICOTHE STEEL CO	554736	2,400.00
		D P W GARAGE OPERATING SUPPLY		
101	14483	CHRISTOPHER ALAYAN	554663	187.50
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	15213	CINCINNATI TIME	554686	145.00
		37TH DISTRICT COURT TIME CLOCK		
101	7987	CITY OF ST CLAIR SHORES	554542	60.00
		BEAUTIFICATION BCSEM MEETING FEE		
101	1204	CITY OF WARREN	554495	7,500.00
		FIRE DEPARTMENT FIRE PROT/HYDRANT REPAIRS		
101	1211	CITY OF WARREN	554496	95.61
		CRIME COMMISSION PETTY CASH		
101	9144	COLONIAL TITLE	554556	89.00
		LEGAL TITLE SEARCH		
101	3667	COMCAST CABLEVISION	554519	9.48
		FIRE DEPARTMENT CABLE TELEVISION		
101	14635	COMPONE ADMINISTRATORS	554668	42,044.77
		WORKERS COMPENSATION		
101	14756	CREST FORD, INC	554673	36.15
		D P W GARAGE VEHICLE MAINTENANCE		
101	12531	DANA FREERS	554602	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	14349	DANIEL C WASZAK	554659	200.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		

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

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	7176	DANIEL N GARON	554535	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	16381	DANIEL S SCHRODE II	554732	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	3023	DARLENE BIONDO	554511	145.00
		BEAUTIFICATION REIMBURSEMENT		
101	8893	DATA MEMORY SYSTEMS	554554	394.00
		FIRE DEPARTMENT COMPUTER SUPPLY		
101	12724	DAVID MAZUR	554608	50.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	13404	DAVID PIETROSKI	554623	175.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	8396	DAVID PUTRYCUS	554546	375.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	4490	DAVID R HAUGAN	554524	200.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	9336	DAVID WORDEN	554560	675.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	6175	DAWN M WALTON	554530	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	13638	DEAF COMMUNITY ADVOCACY	554633	282.57
		37TH DISTRICT COURT INTERPRETING SERVICES		
101	12229	DEBORAH WHYMAN	554599	450.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	16396	DEIRDRE ALVEY	554735	1,650.00
		BEAUTIFICATION LANDSCAPING		
101	3627	DELANG FLUID POWER INC	554517	45.00
		D P W GARAGE VEHICLE MAINTENANCE		
101	80110	DELTA DENTAL PLAN	554753	3,503.93
		VARIOUS RETIREES DENTAL INSURANCE		
101	8133	DEPENDABLE WHOLESALE INC	554544	4,858.25
		D P W GARAGE HEAVY DUTY TIRE REPAIR		
101	11085	DEREK S WILCZYNSKI	554585	200.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	313	DES MOINES STAMP MFG CO	554473	12.50
		37TH DISTRICT COURT STAMPS		
101	317	DETROIT CHEMICAL & PAPER	554474	367.98
		BUILDING MAINTENANCE MAINTENANCE SUPPLY		
101	11673	DETROIT SALT	554592	68,786.49
		ROAD SALT		
101	15760	DETROIT STORE FIXTURE	554713	74.00
		HISTORICAL COMMISSION FIXTURES		
101	15428	DIANA SHKRELI	554693	200.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	13895	DOUGLAS THE TAILOR	554641	104.95
		37TH DISTRICT COURT UNIFORM SUPPLY		
101	13756	DRIVELINE PERFORMANCE	554637	764.85
		D P W GARAGE VEHICLE MAINTENANCE		

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	16419	DSGR INC	554739	20.00
		MEMBERSHIP FEE		
101	372	EAST SIDE LOCKSMITH INC	554476	230.00
		MAINTENANCE SERVICE		
101	944	ED RINKE CHEVROLET	554489	98.24
		VEHICLE MAINTENANCE		
101	14092	ELITE IMAGING SYSTEMS	554650	80.15
		COPIER USAGE		
101	6769	EMPCO INC	554533	3,622.00
		PROMOTIONAL EXAM		
101	12974	ERIN FREERS-COLE	554614	300.00
		COURT APPOINTED ATTORNEY		
101	7359	FEDERAL PIPE & SUPPLY	554536	617.00
		MAINTENANCE SUPPLY		
101	15450	FEMMININEO ATTORNEYS PLLC	554694	150.00
		COURT APPOINTED ATTORNEY		
101	14607	FLEET PRIDE HEAVY DUTY	554667	89.17
		AUTO PARTS		
101	15154	FOREMOST PROMOTIONS	554682	828.00
		PROMOTIONAL SUPPLY		
101	99998	FOUNDATION SYSTEMS	554757	68.80
		PLAN REVIEW REFUND		
101	99998	FOUNDATION SYSTEMS	554758	73.60
		PLAN REVIEW REFUND		
101	15729	FOUR SEASONS RADIATOR	554710	75.00
		VEHICLE MAINTENANCE		
101	1164	GALEANA VAN DYKE DODGE	554494	17.18
		VEHICLE MAINTENANCE		
101	13932	GARRETT DOOR CO	554644	1,197.00
		OVERHEAD DOOR SERVICE		
101	10996	GEMINI FORMS & SYSTEMS	554583	731.30
		PRINTING		
101	14308	GENEVIEVE LYNN TAYLOR	554657	350.00
		COURT APPOINTED ATTORNEY		
101	13343	GENIE PALMER	554622	33.93
		MILEAGE		
101	13943	GENUINE PARTS COMPANY	554645	46.08
		VEHICLE PARTS		
101	15475	GENUINE PARTS COMPANY	554696	121.63
		VEHICLE PARTS		
101	15273	GOLD COIN LAUNDRIES LLC	554689	576.73
		LAUNDRY SERVICE		
101	9029	GORDON FOOD SERVICE INC	554555	130.51
		PARTY ROOM/BANQUET SUPPLY		
101	527	H & P TECHNOLOGIES INC	554479	204.90
		VEHICLE MAINTENANCE		
101	10709	HAROLD D JAMES	554579	20.00
		REIMBURSEMENT		

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	3180	HERITAGE FLAG & BANNER	554514	708.00
		BUILDING MAINTENANCE FLAGS		
101	6187	HOME DEPOT CREDIT SERVICE	554531	711.64
		VARIOUS MAINTENANCE SUPPLY		
101	13751	IGNITED LIGHT AND SOUND	554636	350.00
		BUILDING MAINTENANCE AUDIO SYSTEM		
101	12022	INDUSTRIAL FOOTWEAR	554598	115.00
		POLICE DEPARTMENT SHOES/BOOTS		
101	99998	INFINITY TRUCK REPAIR INC	554759	200.00
		REVENUES SITE PLAN REFUND		
101	14247	INSTITUTE OF CONTINUING ED	554654	123.50
		LEGAL ICLE BOOKS		
101	16389	INTL SOC OF FIRE SERV INSTR	554733	190.00
		FIRE DEPARTMENT COURSE FEE		
101	13601	J & B MEDICAL SUPPLY	554629	7,329.37
		FIRE DEPARTMENT EMS SUPPLY		
101	8889	J ERICH GOETZ	554553	350.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	11712	JACQUELINE R WRIGHT	554594	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	13420	JAMES CZARNECKI II	554625	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	13911	JAMES P CONRAD ATTORNEY	554643	350.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	14130	JAMES R HILLER	554653	75.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	16453	JANINA OLIVERO-JONES	554747	225.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	15671	JENNA BOMMARITO	554708	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	16043	JENNIFER A ANDARY PC	554720	500.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	9298	JENNIFER CHUPA	554559	300.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	15994	JENNIFER CZEISZPERGER	554717	164.93
		ADMIN UNALLOCATED EXPENSE TRAVEL AUTHORIZATION		
101	12966	JONATHAN BIERNAT	554613	225.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	14088	JR SERVICES GROUP LLC	554649	17,034.27
		PROPERTY MAINTENANCE WEED MOWING SERVICES		
101	13986	JUDE SOYAD	554647	275.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	15346	K & W CYCLE	554692	412.94
		POLICE DEPARTMENT VEHICLE MAINTENANCE		
101	8412	KATHLEEN G GALEN	554548	200.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	3860	KENNETH J WROBEL	554520	125.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	8873	KEVIN SCHNEIDER	554552	300.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	14466	KIRK REHN	554662	20.00
		BUILDING INSPECTIONS	REIMBURSEMENT	
101	601	KIRKS AUTOMOTIVE INC	554480	1,335.00
		D P W GARAGE	VEHICLE MAINTENANCE	
101	10615	KYMBERLY SHINNEMAN	554578	350.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	99998	L COM ELECTRICAL	554761	204.00
		REVENUES	ELEC PERMIT REFUND	
101	13881	LAZER HYDRAULIC & HOSE	554640	91.20
		D P W GARAGE	MAINTENANCE SUPPLIES	
101	10224	LEE OBERLE	554572	20.00
		BUILDING INSPECTIONS	REIMBURSEMENT	
101	16451	LESLIE E POSNER	554745	150.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	12602	LIFELOC TECHNOLOGIES	554606	33.00
		37TH DISTRICT COURT	OPERATING SUPPLY	
101	10591	LORAIN C KENNY	554577	300.00
		37TH DISTRICT COURT	COURT REPORTING SERVICE	
101	15777	LOUKA LLC	554714	199.00
		POLICE DEPARTMENT	AMMUNITION	
101	9871	LOWES HOME IMPROVEMENT	554570	281.12
		BUILDING MAINTENANCE	MAINTENANCE SUPPLY	
101	7803	LPS PLUMBING INC	554540	165.00
		POLICE DEPARTMENT	PLUMBING SERVICE	
101	99998	MACOMB COUNTY	554762	23.00
		CLERK	RECORDING FEES	
101	99998	MACOMB COUNTY	554763	14.00
		CLERK	RECORDING FEES	
101	2079	MACOMB COUNTY BAR ASSOC	554506	840.00
			DUES	
101	666	MACOMB COUNTY TREASURER	554482	612.50
			TRAILER PARK RENTALS	
101	99998	MACOMB COUNTY TREASURER	554764	18.12
		REVENUES	DENIAL REVERSAL	
101	9794	MACOMB LIBERTY ELECTRIC	554569	310.00
		HISTORICAL COMMISSION	ELECTRICAL SERVICE	
101	4533	MARK G BUTLER	554525	150.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	9739	MARY CLARK	554568	300.00
		PLANNING	STENOGRAPHIC SERVICES	
101	15756	MARY KAMP	554712	217.91
		COUNCIL	REIMBURSEMENT	
101	1702	MATTHEW RUMORA	554505	1,150.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	14695	MATTHEW S ABDO	554671	150.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	16281	MEROLLIS CHEVROLET	554727	23.87
		D P W GARAGE		
		VEHICLE MAINTENANCE		
101	16346	MICHAEL F MACHERZAK	554730	600.00
		37TH DISTRICT COURT		
		COURT APPOINTED ATTORNEY		
101	2835	MICHIGAN ASSC OF PLANNING	554509	650.00
		DUES		
101	3204	MICHIGAN CAT	554515	585.58
		D P W GARAGE		
		EQUIPMENT SUPPLY		
101	10401	MICHIGAN MAINTENANCE	554575	326.15
		BUILDING MAINTENANCE		
		OPERATING SUPPLY		
101	14311	MICHIGAN MILITARY	554658	20.00
		HISTORICAL COMMISSION		
		MEMBERSHIP FEE		
101	2185	MICHIGAN MUNICIPAL LEAGUE	554507	1,610.00
		VARIOUS		
		DUES		
101	11373	MICHIGAN ORAL HISTORY	554588	25.00
		HISTORICAL COMMISSION		
		MEMBERSHIP RENEWAL		
101	16225	MICHIGAN.COM	554725	730.95
		HUMAN RESOURCES		
		PUBLIC NOTICE		
101	15267	MICROSOFT CORPORATION	554688	975.00
		VARIOUS		
		ONLINE KIOSK		
101	13499	MJ PRINT & IMAGING	554626	2,033.31
		VARIOUS		
		PRINTING SERVICES		
101	794	MOTOR CITY FASTENER	554485	21.74
		D P W GARAGE		
		VEHICLE MAINTENANCE		
101	13296	MOTOWN AUTOMOTIVE	554620	994.72
		D P W GARAGE		
		VEHICLE SUPPLY		
101	99998	N & M KSM LLC	554765	240.00
		REVENUES		
		ELEC/MECH PERMIT REFUND		
101	99998	NASH ELECTRIC INC	554766	64.00
		REVENUES		
		ELEC PERMIT REFUND		
101	805	NBC TRUCK EQUIPMENT INC	554486	268.62
		D P W GARAGE		
		VEHICLE MAINTENANCE		
101	8651	NEOPOST USA INC	554550	775.00
		TREASURER		
		EQUIPMENT SUPPLY		
101	12816	NETECH CORP	554609	381.94
		37TH DISTRICT COURT		
		PHONE		
101	16067	NICOLE JONES	554721	84.53
		COUNCIL		
		MILEAGE		
101	16452	NICOLE L CASTKA	554746	150.00
		37TH DISTRICT COURT		
		COURT APPOINTED ATTORNEY		
101	15517	NORTH EASTERN UNIFORMS	554699	80.00
		POLICE DEPARTMENT		
		UNIFORMS		
101	14977	NYE UNIFORM	554677	1,099.52
		POLICE DEPARTMENT		
		UNIFORMS		
101	16072	OCAA	554722	20.00
		MEMBERSHIP FEE		
101	1017	OFFICE DEPOT	554491	3,570.89
		VARIOUS		
		OFFICE SUPPLY		

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	3987	OFFICIAL TOWING	554521	525.00
		D P W GARAGE TOWING		
101	11980	OTIS ELEVATOR COMPANY	554597	29,519.16
		ADMIN UNALLOCATED EXPENSE ELEVATOR SERVICE		
101	1390	PATRICIA COOPER	554504	225.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	15518	PATRICK MILITELLO	554700	90.32
		ADMIN UNALLOCATED EXPENSE TRAVEL EXPENSE		
101	7946	PAUL F ZYBURSKI	554541	175.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	15755	PAUL LIZE	554711	20.00
		BUILDING INSPECTIONS REIMBURSEMENT		
101	10096	PAUL M MISUKEWICZ	554571	1,150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	13643	PAUL STOCKYJ	554634	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	10446	PAUL ZALEWSKI	554576	225.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	15086	PETROLEUM TRADERS	554681	5,907.80
		GASOLINE		
101	9414	PF PETTIBONE & CO	554562	884.00
		CLERK BOOKS		
101	11645	PIER FAZZALARI	554591	25.00
		FIRE DEPARTMENT REIMBURSEMENT		
101	3652	POINTE PRODUCTS INC	554518	239.63
		D P W GARAGE EQUIPMENT SUPPLY		
101	14255	PREFERRED TONER SOLUTIONS	554655	769.65
		VARIOUS OFFICE SUPPLY		
101	4875	QUAD-TRAN OF MICHIGAN INC	554526	17,505.15
		DATA PROCESSING SERVICES		
101	11404	R & R FIRE TRUCK REPAIR	554589	583.97
		D P W GARAGE VEHICLE MAINTENANCE		
101	11410	RACHEAL RANCILIO	554590	350.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	8752	REEFER PETERBILT	554551	419.36
		D P W GARAGE VEHICLE MAINTENANCE		
101	12574	RICHARD M KOWALEWSKI	554604	600.00
		CULTURAL COMMISSION PERFORMANCE		
101	13577	RKA PETROLEUM COMPANIES	554628	12,857.07
		GASOLINE/DIESEL		
101	14557	ROBERT ZARANEK	554665	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	13624	ROGERS AUTO GLASS	554632	295.00
		D P W GARAGE VEHICLE MAINTENANCE		
101	15239	RONALD J PAPANDREA	554687	450.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	99998	RONDO INVESTMENT	554767	240.00
		REVENUES SPECIAL PERMIT REFUND		

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101	10327	ROWERDINK INC	554573	156.54
		D P W GARAGE	VEHICLE MAINTENANCE	
101	14937	ROY M GRUENBURG	554675	1,775.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	16308	ROYAL TRUCK & TRAILER	554729	966.40
		D P W GARAGE	VEHICLE MAINTENANCE	
101	14093	RUSSELL F ETHRIDGE	554651	257.50
		37TH DISTRICT COURT	VISITING JUDGE	
101	16406	SAFETY RESTRAINT CHAIR	554737	1,640.00
		POLICE DEPARTMENT	OPERATING EQUIPMENT	
101	9516	SANDRA A HARRISON	554565	225.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	11012	SANDRA JONES	554584	190.00
		HUMAN RESOURCES	REIMBURSEMENT	
101	1345	SCOTT E BRIGHT	554503	200.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	7788	SCOTT K AUSILIO	554539	250.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	11852	SEHI COMPUTER PRODUCTS	554595	477.66
		PLANNING	COMPUTER SUPPLY	
101	15653	SETCOM CORPORATION	554707	275.18
		POLICE DEPARTMENT	OPERATING EQUIPMENT	
101	15034	SHEILA A MILLER	554678	75.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	8065	SHERMAN P FAUNCE	554543	1,400.00
		37TH DISTRICT COURT	VISITING JUDGE	
101	13066	SHRED CORP	554616	70.00
		37TH DISTRICT COURT	DOCUMENT SHREDDING	
101	15715	SHYLER ENGEL	554709	300.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	8209	SONYA HRYSHKO	554545	150.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	13992	SPRINT PCS	554648	809.38
			PHONE SERVICE	
101	13291	STEPHEN DAVID BECKER	554619	75.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	14679	SUPER CAR WASH	554670	47.50
		VARIOUS	VEHICLE MAINTENANCE	
101	965	SUPPLYDEN INC	554490	1,033.09
		BUILDING MAINTENANCE	MAINTENANCE SUPPLY	
101	12860	SUSAN R CHRZANOWSKI	554610	350.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	2964	TANTARA TRANSPORTATION	554510	3,840.00
		CLERK	VOTING EQUIPMENT TRANSPORT	
101	15079	TANYA A. GRILLO	554679	150.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	1086	TERMINAL SUPPLY CO	554492	3,298.91
		D P W GARAGE	VEHICLE MAINTENANCE	

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	99998	THD AT-HOME SERVICES	554768	96.00
		REVENUES ZONING/BLDG PERMIT REFUND		
101	16361	THE EMBLEM AUTHORITY	554731	188.00
		POLICE DEPARTMENT OPERATING SUPPLY		
101	16287	THOMAS D LANDA	554728	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	15614	TIMOTHY BAKER	554703	245.13
		ADMIN UNALLOCATED EXPENSE TRAVEL EXPENSE		
101	15489	TIMOTHY THOMAS DOTY II	554697	100.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	9254	TRADER RAY TIRE CENTER	554558	4,028.79
		D P W GARAGE VEHICLE MAINTENANCE		
101	14297	TRI COUNTY INTERNATIONAL	554656	217.27
		D P W GARAGE VEHICLE MAINTENANCE		
101	12938	TRINGALI BROTHERS BAKERY	554612	140.00
		SEMINAR REFRESHMENTS		
101	16422	TUSKEGEE AIRMEN	554740	1,000.00
		ADMIN UNALLOCATED EXPENSE TRAVELING EXHIBIT		
101	2296	UKRAINIAN CULTURAL CENTER	554508	1,897.95
		COUNCIL OF COMMISSIONS COUNCIL COMMISSION DINNER		
101	10843	ULINE	554581	440.12
		PROPERTY MAINTENANCE OFFICE SUPPLY		
101	5477	UNITED PARCEL SERVICE	554527	23.13
		POLICE DEPARTMENT DELIVERY SERVICE		
101	1156	UTICA RENT ALL INC	554493	480.00
		ADMIN UNALLOCATED EXPENSE CHAIR RENTAL		
101	1258	WEST GROUP	554499	1,043.00
		VARIOUS LAW/REFERENCE BOOKS		
101	1267	WIEGAND MACK SALES & SERV	554500	958.25
		D P W GARAGE VEHICLE MAINTENANCE		
101	13003	WILLIAM JUCEWICZ	554615	32.20
		37TH DISTRICT COURT MILEAGE		
101	1276	WINDER POLICE EQUIPMENT	554501	1,563.31
		POLICE DEPARTMENT OPERATING SUPPLY		
101	11091	WOLVERINE FREIGHTLINER	554586	40.88
		D P W GARAGE VEHICLE MAINTENANCE		
101	15583	WOLVERINE POWER SYSTEMS	554702	819.96
		FIRE DEPARTMENT GENERATOR MAINTENANCE		
101	15829	WOW! BUSINESS	554715	16.90
		37TH DISTRICT COURT MONTHLY CHARGES		
101	11706	WRIGHT TOOL COMPANY	554593	345.00
		D P W GARAGE OPERATING SUPPLY		
101	466	WW GRAINGER INC	554478	3,043.26
		VARIOUS MAINTENANCE SUPPLY		
101	1296	ZEP MANUFACTURING COMPANY	554502	934.50
		BUILDING MAINTENANCE MAINTENANCE SUPPLY		
202	324	DTE ENERGY	4481955	3,119.50
		TRAFFIC SERVICES ELECTRIC SERVICE		

CITY OF WARREN
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GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
202	12919	CADILLAC ASPHALT LLC	554611	75,067.07
VARIOUS		HMA RESURFACING		
202	9600	MDOT	554566	1,080.40
VARIOUS		MILLING & RESURFACING		
202	4332	MICHIGAN JOINT SEALING	554523	45,684.54
VARIOUS		PAVEMENT REPAIRS		
203	324	DTE ENERGY	4481955	638.93
TRAFFIC SERVICES		ELECTRIC SERVICE		
203	4332	MICHIGAN JOINT SEALING	554523	30,456.36
VARIOUS		PAVEMENT REPAIRS		
204	3090	BRANCH TREE SERVICE INC	554513	10,860.00
2011		LOCAL ST REPAIR EXP		
		TREE TRIMMING/REMOVAL		
208	731	AT&T	4481953	77.66
RECREATION EXPENDITURES		MONTHLY PHONE SERVICE		
208	323	DTE ENERGY	4481926	1,542.04
VARIOUS		ELECTRIC SERVICE		
208	323	DTE ENERGY	4481950	345.99
RECREATION EXPENDITURES		ELECTRIC SERVICE		
208	324	DTE ENERGY	4481955	17,380.61
RECREATION EXPENDITURES		ELECTRIC SERVICE		
208	13625	MACOMB COUNTY HEALTH DEPT	4481934	184.00
RECREATION EXPENDITURES		INSPECTION FEE		
208	14433	PAETEC TELEPHONE	4481952	1,143.76
VARIOUS		TELEPHONE SERVICE		
208	12239	VERIZON WIRELESS	4481951	30.52
RECREATION EXPENDITURES		CELLULAR SERVICE		
208	10336	B & B POOLS & SPA CORP	554574	108.98
RECREATION EXPENDITURES		POOL SUPPLY		
208	15300	BHAYANA BROTHERS LLC	554691	179.58
RECREATION EXPENDITURES		OPERATING SUPPLY		
208	4211	DETROIT TIGERS INC	554522	800.00
		FIELD TRIP/DAY CAMP		
208	6162	DETROIT ZOOLOGICAL PARK	554529	388.00
		FIELD TRIP		
208	372	EAST SIDE LOCKSMITH INC	554476	160.00
RECREATION EXPENDITURES		MAINTENANCE SERVICE		
208	16440	FRANKS LANDSCAPING	554743	21,935.00
RECREATION EXPENDITURES		LANDSCAPING		
208	16450	GIC ENTERPRISES INC	554744	684.00
RECREATION EXPENDITURES		SOCCER INSTRUCTOR		
208	9029	GORDON FOOD SERVICE INC	554555	418.57
RECREATION EXPENDITURES		PARTY ROOM/BANQUET SUPPLY		
208	10875	GOV CONNECTION INC	554582	150.64
RECREATION EXPENDITURES		COMPUTER EQUIPMENT		

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

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
208	13615	GREEN MEADOWS	554631	13,321.00
		RECREATION EXPENDITURES	LANDSCAPING SERVICES	
208	6187	HOME DEPOT CREDIT SERVICE	554531	78.52
		RECREATION EXPENDITURES	MAINTENANCE SUPPLY	
208	13833	ISAK DISTRIBUTION INC	554638	220.00
		RECREATION EXPENDITURES	OPERATING SUPPLY	
208	10781	JAYS SEPTIC TANK SERVICE	554580	120.00
		RECREATION EXPENDITURES	UNIT RENTAL	
208	13314	JOHNSON CONTROLS INC	554621	670.00
		RECREATION EXPENDITURES	HVAC MAINTENANCE	
208	99998	JOSHUA DUNN	554760	57.51
		REVENUES	PASS REFUND	
208	11370	LISA E BIGGS	554587	1,017.90
		RECREATION EXPENDITURES	GYMNASTICS INSTRUCTOR	
208	13664	OP AQUATICS	554635	354.76
		RECREATION EXPENDITURES	POOL SUPPLY	
208	12594	PUMP IT UP	554605	240.00
		RECREATION EXPENDITURES	FIELD TRIP	
208	924	RECREONICS INC	554488	37.59
		RECREATION EXPENDITURES	RECREATION SUPPLY	
208	13577	RKA PETROLEUM COMPANIES	554628	3,517.15
			GASOLINE/DIESEL	
208	15619	ROBOT GARAGE	554705	900.00
		RECREATION EXPENDITURES	FIELD TRIP	
208	3260	ROCKET ENTERPRISE INC	554516	672.00
		RECREATION EXPENDITURES	FLAGS	
208	15515	ROSS J FAZIO JR.	554698	1,092.00
		RECREATION EXPENDITURES	TENNIS INSTRUCTOR	
208	752	STATE OF MICHIGAN	554484	180.00
		RECREATION EXPENDITURES	INSPECTION FEE	
208	15616	STERLING LANES	554704	640.00
		RECREATION EXPENDITURES	FIELD TRIP	
208	14563	SUN VALLEY FOODS	554666	416.25
		RECREATION EXPENDITURES	PAPER PRODUCTS	
208	14361	TECH SEVEN COMPANY	554661	990.00
		RECREATION EXPENDITURES	SPRINKLER MAINTENANCE	
208	3071	VICKI NORMAN	554512	297.00
		RECREATION EXPENDITURES	TAI CHI INSTRUCTOR	
208	466	WW GRAINGER INC	554478	329.69
		RECREATION EXPENDITURES	MAINTENANCE SUPPLY	
226	731	AT&T	4481928	72.16
		SANITATION EXPENDITURES	MONTHLY PHONE SERVICE	
226	323	DTE ENERGY	4481950	806.05
		SANITATION EXPENDITURES	ELECTRIC SERVICE	
226	14433	PAETEC TELEPHONE	4481952	24.04
		SANITATION EXPENDITURES	TELEPHONE SERVICE	

CITY OF WARREN
 BILLS TO BE APPROVED FOR PAYMENT
 REGULAR MEETING OF JUNE 9, 2015

GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
226	215	CENTRAL OIL CO	554468	2,418.24
		SANITATION EXPENDITURES OIL PRODUCTS		
226	14709	DETROIT RENEWABLE POWER	554672	14,018.75
		SANITATION EXPENDITURES SOLID WASTE DISPOSAL		
226	6187	HOME DEPOT CREDIT SERVICE	554531	233.97
		SANITATION EXPENDITURES MAINTENANCE SUPPLY		
226	329	OCCUPATIONAL HEALTH CENTE	554475	144.50
		SANITATION EXPENDITURES MEDICAL SERVICES		
226	11961	QUALITY FIRST AID	554596	145.00
		SANITATION EXPENDITURES FIRST AID SUPPLY		
226	13992	SPRINT PCS	554648	179.94
		SANITATION EXPENDITURES PHONE SERVICE		
226	965	SUPPLYDEN INC	554490	434.89
		SANITATION EXPENDITURES MAINTENANCE SUPPLY		
230	1017	OFFICE DEPOT	554491	82.05
		RENTAL ORDIN EXPENDITURES OFFICE SUPPLY		
250	324	DTE ENERGY	4481955	6,167.31
		COMMUNICATION EXPENDITURE ELECTRIC SERVICE		
250	14433	PAETEC TELEPHONE	4481952	187.06
		COMMUNICATION EXPENDITURE TELEPHONE SERVICE		
250	125	ABEL ELECTRONICS INC	554462	55.96
		COMMUNICATION EXPENDITURE ELECTRICAL SUPPLY		
250	16002	APPLE STORE	554718	390.14
		COMMUNICATION EXPENDITURE EQUIPMENT REPAIR		
250	15558	APPLIED IMAGING	554701	7,334.00
		COMMUNICATION EXPENDITURE COPY CHARGES		
250	8398	B & H PHOTO - VIDEO INC	554547	1,295.10
		COMMUNICATION EXPENDITURE ELECTRONIC SUPPLIES		
250	15081	COMMUNICATOR AWARDS	554680	1,142.69
		COMMUNICATION EXPENDITURE AWARDS		
250	9724	DATA MEDIA PRODUCTS INC	554567	583.25
		COMMUNICATION EXPENDITURE OPERATING EQUIPMENT		
250	15292	DEARBORN LITHOGRAPH, INC	554690	18,800.94
		COMMUNICATION EXPENDITURE NEWSBEAT PRINTING		
250	15203	DIVDAT	554685	1,428.00
		COMMUNICATION EXPENDITURE MAY INSERT		
250	6187	HOME DEPOT CREDIT SERVICE	554531	528.85
		COMMUNICATION EXPENDITURE MAINTENANCE SUPPLY		
250	8619	MARKERTEK VIDEO SUPPLY	554549	516.00
		COMMUNICATION EXPENDITURE VIDEO SUPPLY		
250	1017	OFFICE DEPOT	554491	211.67
		COMMUNICATION EXPENDITURE OFFICE SUPPLY		
250	12571	TRACEY PERRY	554603	230.00
		COMMUNICATION EXPENDITURE REIMBURSEMENT		
250	466	WW GRAINGER INC	554478	266.92
		COMMUNICATION EXPENDITURE MAINTENANCE SUPPLY		

CITY OF WARREN
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GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
260	129	LEXISNEXIS	554464	435.00
		VICE CRIME EXPENDITURES	LAW BOOKS/ONLINE CHARGES	
261	12239	VERIZON WIRELESS	4481956	863.02
		DRUG FORFEIT EXPENDITURES	CELLULAR SERVICE	
261	16415	MACOMB COUNTY PROSECUTOR	554738	12,156.00
		DRUG FORFEIT EXPENDITURES	PROCESS FEE	
262	16125	HITS INC	554723	750.00
		POLICE TRAINING EXPEND	COURSE FEE	
262	14943	LEORTC	554676	140.00
		POLICE TRAINING EXPEND	COURSE FEE	
262	15777	LOUKA LLC	554714	2,990.00
		POLICE TRAINING EXPEND	AMMUNITION	
271	731	AT&T	4481953	72.16
		LIBRARY EXPENDITURES	MONTHLY PHONE SERVICE	
271	324	DTE ENERGY	4481955	9,885.37
		LIBRARY EXPENDITURES	ELECTRIC SERVICE	
271	14433	PAETEC TELEPHONE	4481952	306.32
		LIBRARY EXPENDITURES	TELEPHONE SERVICE	
271	16430	AMERICAN LIBRARY ASSOC	554742	135.00
		LIBRARY EXPENDITURES	COURSE FEE	
271	16202	BIZCARD XPRESS	554724	660.00
		LIBRARY EXPENDITURES	BANNER	
271	310	DEMCO INC	554472	437.50
		LIBRARY EXPENDITURES	LIBRARY SUPPLY	
271	9395	DENISE ROSE	554561	365.99
		LIBRARY EXPENDITURES	REIMBURSEMENT	
271	235	HL CLAEYS & CO	554470	15.78
		LIBRARY EXPENDITURES	PLUMBING SUPPLY	
271	12636	HURON CLINTON METRO AUTH	554607	75.00
		LIBRARY EXPENDITURES	CHILDREN'S PROGRAMS	
271	13314	JOHNSON CONTROLS INC	554621	284.00
		LIBRARY EXPENDITURES	HVAC MAINTENANCE	
271	16423	MICHIGAN WEBS	554741	125.00
		LIBRARY EXPENDITURES	LIBRARY PROGRAM	
271	15267	MICROSOFT CORPORATION	554688	140.50
		LIBRARY EXPENDITURES	ONLINE KIOSK	
271	1017	OFFICE DEPOT	554491	248.27
		LIBRARY EXPENDITURES	OFFICE SUPPLY	
271	634	SUBURBAN LIBRARY	554481	18,746.04
		VARIOUS	VIDEO RECEIPTS/BOOKS/DVDS/CIRC MATERIALS	
271	16395	SYSTEMS TECHNOLOGY GROUP	554734	400.00
		LIBRARY EXPENDITURES	SOFTWARE SUPPORT	
271	13978	TOSHIBA BUSINESS	554646	1,086.82
		LIBRARY EXPENDITURES	COPIER CHARGES	

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
271	14656	UNIQUE MANAGEMENT	554669	669.75
		LIBRARY EXPENDITURES	CONTRACTUAL SERVICES	
271	466	WW GRAINGER INC	554478	68.56
		LIBRARY EXPENDITURES	MAINTENANCE SUPPLY	
273	9144	COLONIAL TITLE	554556	356.00
		RESID REHAB DELIVERY	TITLE SEARCH	
273	400	FEDERAL EXPRESS CORP	554477	26.96
		ADMINISTRATIVE COSTS	EXPRESS MAIL	
273	15621	ROBERT WEIDNER	554706	20.00
		RESID REHAB DELIVERY	REIMBURSEMENT	
273	1213	TREASURER, CITY OF WARREN	554498	57,330.42
		VARIOUS	CED PAYROLL REIMB	
277	14121	MACOMB COUNTY HABITAT	554652	22,614.89
		CHDO HOUSING DEVELOPMENT	PROJECT COSTS	
277	1212	TREASURER CITY OF WARREN	554497	1,825.23
			REIMB CDBG FROM HOME	
277	1213	TREASURER, CITY OF WARREN	554498	800.19
			CED PAYROLL REIMB	
278	1212	TREASURER CITY OF WARREN	554497	356.42
			REIMB CDBG FROM HOPWA	
278	1213	TREASURER, CITY OF WARREN	554498	880.10
			CED PAYROLL REIMB	
279	265	CONSUMERS ENERGY	554471	11.50
		ACQUISITION REHAB OTHER	UTILITY SERVICE	
279	6370	MACOMB COUNTY MSU	554532	600.00
		UNALLOCATED EXPENSES	HOUSING COUNSELING	
279	1212	TREASURER CITY OF WARREN	554497	3,956.87
			REIMB CDBG FROM NSP1	
280	15165	INTERNATIONAL CONSTRUCTION	554683	6,600.00
		UNALLOCATED EXPENSES	DEMOLITION COSTS	
280	13851	THE TUCKFIELD COMPANY LLC	554639	6,217.42
		ACQUISITION REHAB OTHER	PROJECT COSTS	
280	1212	TREASURER CITY OF WARREN	554497	5,974.15
			REIMB CDBG FROM NSP3	
280	1213	TREASURER, CITY OF WARREN	554498	79.98
			CED PAYROLL REIMB	
410	15966	IMAGESOFT INC	554716	9,900.00
		COURT BLDG RENOVATION EXP	SOFTWARE SERVICES	
494	14433	PAETEC TELEPHONE	4481952	31.80
		DDA ADMIN EXPENDITURES	TELEPHONE SERVICE	

CITY OF WARREN
 BILLS TO BE APPROVED FOR PAYMENT
 REGULAR MEETING OF JUNE 9, 2015

GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
495	13992	SPRINT PCS	554648	34.99
		TIFA EXPENDITURES		
		PHONE SERVICE		
536	99998	37TH DISTRICT COURT	4481932	70.00
		STILWELL MANOR EXPENSES		
		COURT FILING FEE		
536	731	AT&T	4481928	94.81
		STILWELL MANOR EXPENSES		
		MONTHLY PHONE SERVICE		
536	99998	COURT OFFICER	4481933	30.00
		STILWELL MANOR EXPENSES		
		COURT FILING FEE		
536	323	DTE ENERGY	4481926	3,437.99
		STILWELL MANOR EXPENSES		
		ELECTRIC SERVICE		
536	14433	PAETEC TELEPHONE	4481952	205.15
		STILWELL MANOR EXPENSES		
		TELEPHONE SERVICE		
536	12239	VERIZON WIRELESS	4481951	16.04
		STILWELL MANOR EXPENSES		
		CELLULAR SERVICE		
536	14359	APCO SUPPLY	554660	1,830.00
		STILWELL MANOR EXPENSES		
		APPLIANCES		
536	5598	GRECOS NURSERY	554528	212.31
		STILWELL MANOR EXPENSES		
		LANDSCAPING SUPPLY		
536	6187	HOME DEPOT CREDIT SERVICE	554531	74.00
		STILWELL MANOR EXPENSES		
		MAINTENANCE SUPPLY		
536	16010	MERIDIAN CONTRACTING GRP	554719	375.00
		STILWELL MANOR EXPENSES		
		UNIT MAINTENANCE		
536	686	WILMAR INDUSTRIES INC	554483	279.34
		STILWELL MANOR EXPENSES		
		OPERATING SUPPLY		
537	265	CONSUMERS ENERGY	4481927	41.37
		JOS COACH MANOR EXPENSES		
		UTILITY SERVICE		
537	323	DTE ENERGY	4481926	1,843.24
		JOS COACH MANOR EXPENSES		
		ELECTRIC SERVICE		
537	14433	PAETEC TELEPHONE	4481952	216.38
		JOS COACH MANOR EXPENSES		
		TELEPHONE SERVICE		
537	5598	GRECOS NURSERY	554528	177.17
		JOS COACH MANOR EXPENSES		
		LANDSCAPING SUPPLY		
537	6187	HOME DEPOT CREDIT SERVICE	554531	128.33
		JOS COACH MANOR EXPENSES		
		MAINTENANCE SUPPLY		
537	16010	MERIDIAN CONTRACTING GRP	554719	1,765.00
		JOS COACH MANOR EXPENSES		
		UNIT MAINTENANCE		
537	11980	OTIS ELEVATOR COMPANY	554597	660.00
		JOS COACH MANOR EXPENSES		
		ELEVATOR SERVICE		
537	891	PRECISION ENVIRONMENTAL	554487	117.00
		JOS COACH MANOR EXPENSES		
		HVAC SERVICE		
537	14812	RICKMAN ENTERPRISE GROUP	554674	1,735.39
		JOS COACH MANOR EXPENSES		
		PAINTING		
537	7121	SHERWIN WILLIAMS PAINT CO	554534	149.70
		JOS COACH MANOR EXPENSES		
		PAINT SUPPLY		
537	686	WILMAR INDUSTRIES INC	554483	333.10
		JOS COACH MANOR EXPENSES		
		OPERATING SUPPLY		

CITY OF WARREN
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GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
537	466	WW GRAINGER INC	554478	230.37
JOS	COACH MANOR	EXPENSES MAINTENANCE SUPPLY		
701	99998	FIELDS FIRE PROTECTION	554756	50.00
		OVERPAYMENT		
701	99998	UNCLAIMED PROPERTY DIV	554769	4,629.98
		2015 UNCLAIMED PROPERTY		
702	99998	WARREN EASTSIDE CONCRETE	554770	500.00
		CASH BOND REFUND		
750	80136	AFLAC PREMIUM HOLDING	4481931	8,826.32
		PAYROLL DEDUCTIONS		
750	16280	CADR PLUS	4481958	130.00
		PAYROLL DEDUCTIONS		
750	80140	CHAPTER 13 TRUSTEE	4481942	995.70
		PAYROLL DEDUCTION		
750	80079	CHPTR 13 STANDING TRUSTEE	4481939	799.20
		PAYROLL DEDUCTION		
750	80079	CHPTR 13 STANDING TRUSTEE	4481940	976.39
		PAYROLL DEDUCTION		
750	80114	CHPTR 13 STANDING TRUSTEE	4481941	855.03
		PAYROLL DEDUCTION		
750	80165	INTERNAL REVENUE SERVICE	4481943	57.89
		PAYROLL DEDUCTION		
750	80001	LOCAL 1250	4481948	4,766.63
		UNION DUES DEDUCTIONS		
750	80217	LUCIDO & MANZELLA	4481937	233.10
		PAYROLL DEDUCTION		
750	80171	MICHAEL R STILLMAN	4481938	372.71
		PAYROLL DEDUCTION		
750	80163	MICHIGAN GUARANTY AGENCY	4481944	221.00
		PAYROLL DEDUCTION		
750	80118	MISDU	4481946	13,152.54
		PAYROLL DEDUCTIONS		
750	80152	OFFICE OF THE ATTORNEY GEN	4481947	337.38
		PAYROLL DEDUCTION		
750	80216	PERFORMANT RECOVERY INC	4481936	26.84
		PAYROLL DEDUCTION		
750	14693	THE HARTFORD GROUP	4481957	10,517.67
		VOLUNTARY LIFE INSURANCE		
750	80164	US DEPT OF EDUCATION SFAC	4481945	147.34
		PAYROLL DEDUCTION		
750	80009	WARREN MUNICIPAL FEDERAL CU	4481935	75,526.00
		PAYROLL DEDUCTIONS		
750	80003	WARREN POLICE COMMAND	4481949	1,052.00
		PAYROLL DEDUCTIONS		

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GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
750	80005	FOP LODGE 124	554750	2,790.00
		PAYROLL DEDUCTIONS		
750	80002	LOCAL 1917	554749	761.05
		UNION DUES DEDUCTIONS		
750	80000	LOCAL 412	554748	1,099.30
		UNION DUES DEDUCTIONS		
750	80006	PROFESSIONAL FIREFIGHTERS	554751	9,747.00
		PAYROLL DEDUCTIONS		
750	80007	WARREN FIRE FIGHTER FUND	554752	1,220.00
		PAYROLL DEDUCTIONS		

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WIRE TRANSFERS TO TAXING AUTHORITIES

<u>SCHOOL</u> <u>DISTRICT</u>	<u>5/6/15</u>
FITZGERALD	
VAN DYKE	
EAST DETROIT	
CENTER LINE	
WARREN WOODS	
WARREN CON	
MACOMB COMM	5,529.85
MACOMB INTER	
MACOMB COUNTY	
TOTAL	<hr/> <u>\$5,529.85</u>

TOTAL FOR MAY 2015 DISBURSEMENTS
TO TAXING AUTHORITIES

\$ 5,529.85

CITY OF WARREN WATER & SEWER SYSTEM
BILLS TO BE APPROVED FOR PAYMENT
REGULAR MEETING OF JUNE 9, 2015
SUMMARY PAGE

FUND	FUND NAME	TOTAL DISBURSEMENTS
592020	OPERATION & MAINTENANCE	\$ 957,142.83
592044	INFRASTRUCTURE REPL RES	91,702.80
592096	PAYROLL REVOLVING FUND	<u>21,181.83</u>
		<u>\$1,070,027.46</u>

CITY OF WARREN WATER & SEWER SYSTEM
 BILLS TO BE APPROVED FOR PAYMENT
 REGULAR MEETING OF JUNE 9, 2015
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OPERATION & MAINTENANCE AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
592020	4571	AT&T MOBILITY	1084283	515.00
		WATER MAINTENANCE WIRELESS MONTHLY SERVICE		
592020	323	DTE ENERGY	1084284	5,208.84
		WATER MAINTENANCE ELECTRIC MONTHLY SERVICE		
592020	99998	ALAN AYOUB	94107	46.70
		REFUND		
592020	2476	ARTS PLUMBING SUPPLY CO	94084	507.04
		WATER MAINTENANCE OPERATING SUPPLIES		
592020	4507	BDI	94093	1,173.60
		WWTP CONVEYOR BELT SUPPLIES		
592020	99998	BERNHARD BAUMGARTNER	94108	95.00
		WWTP CERTIFICATE RENEWAL		
592020	215	CENTRAL OIL COMPANY	94069	289.80
		WATER MAINTENANCE MAINTENANCE SUPPLIES		
592020	4206	CINTAS FIRST AID & SAFETY	94087	228.79
		WATER MAINTENANCE OPERATING SUPPLIES		
592020	1306	CITY OF WARREN	94076	160.75
		VARIOUS REIMBURSE PETTY CASH		
592020	4334	CUMMINS BRIDGEWAY LLC	94090	624.52
		WWTP MAINTENANCE SUPPLIES		
592020	142	DETROIT WATER & SEWERAGE	94068	801,861.99
		GENERAL APRIL 2015 WHOLESALE WATER		
592020	4612	DIVDAT	94097	2,257.04
		ADMINISTRATION UTILITY BILL PRINTING		
592020	323	DTE ENERGY	94070	194.31
		WATER MAINTENANCE ELECTRIC MONTHLY SERVICE		
592020	324	DTE ENERGY	94071	79,127.58
		WWTP ELECTRIC MONTHLY SERVICE		
592020	371	EJ USA INC	94072	7,491.10
		INVENTORY SUPPLIES		
592020	1700	FISHER SCIENTIFIC	94078	241.75
		WWTP OPERATING SUPPLIES		
592020	4388	GARRETT DOOR CO	94092	155.00
		WATER MAINTENANCE FACILITY MAINTENANCE		
592020	1044	GRAYBAR	94074	662.61
		WWTP MAINTENANCE SUPPLIES		
592020	1924	H D EDWARDS & CO	94080	594.00
		WATER MAINTENANCE OPERATING SUPPLIES		
592020	4833	HD SUPPLY FACILITIES MNTC	94103	1,308.48
		WWTP SENSOR CAPS (8)		
592020	2268	HOME DEPOT CREDIT SVCS	94081	405.36
		VARIOUS MAINTENANCE SUPPLIES		
592020	4673	JOHNSON CONTROLS INC	94098	4,572.00
		VARIOUS HVAC/HOT WATER TANK REPAIRS		
592020	610	KUSH PAINT COMPANY	94073	753.80
		WATER MAINTENANCE PAINT SUPPLIES		
592020	99998	LLOYD RUDOLPH	94109	550.00
		WWTP TUITION REIMBURSEMENT		

CITY OF WARREN WATER & SEWER SYSTEM
 BILLS TO BE APPROVED FOR PAYMENT
 REGULAR MEETING OF JUNE 9, 2015
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OPERATION & MAINTENANCE AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
592020	4763	M TECH COMPANY	94100	641.58
		WATER MAINTENANCE PUMP PARTS		
592020	4514	MICH METER TECHNOLOGY GRP	94094	1,397.16
		VARIOUS INVENTORY SUPPLIES		
592020	4326	MOTOWN AUTOMOTIVE DISTR	94089	87.48
		WWTP FLEET MAINTENANCE		
592020	4575	MOUSER ELECTRONICS INC	94096	208.27
		WWTP MAINTENANCE SUPPLIES		
592020	2401	OFFICE DEPOT INC	94082	500.95
		VARIOUS OPERATING SUPPLIES		
592020	2443	OSCAR W LARSON CO	94083	150.00
		WWTP MAINTENANCE SUPPLIES		
592020	99998	PAUL BASTIAN	94110	1,659.69
		REFUND		
592020	4836	PROCESS CONTROL SERVICES	94104	800.00
		WWTP MAINTENANCE & REPAIRS		
592020	1757	PVS TECHNOLOGIES INC	94079	6,769.30
		WWTP CHEMICALS AT WWTP		
592020	4756	RHODES WELDING CO INC	94099	28,575.00
		WATER MAINTENANCE WATER LINE THAWING SERVICES		
592020	4355	STERLING HEIGHTS TREASURY	94091	159.44
		ADMINISTRATION LAWN CUTTING		
592020	4828	SUPER CAR WASH	94102	35.00
		WATER MAINTENANCE CAR WASH SERVICES		
592020	4100	TEAM EQUIPMENT	94086	598.30
		WATER MAINTENANCE OPERATING SUPPLIES		
592020	4546	TROJAN TECHNOLOGIES	94095	195.44
		WWTP MAINTENANCE SUPPLIES		
592020	4775	UNITED RESOURCE	94101	4,392.33
		WATER MAINTENANCE SEWER CLEANING & TELEVISIONING		
592020	2619	USA BLUEBOOK	94085	1,393.00
		WATER MAINTENANCE LINE LOCATOR (2)		
592020	1241	WARREN PIPE & SUPPLY CO	94075	488.54
		MAINTENANCE SUPPLIES		
592020	1453	WORK 'N GEAR	94077	66.29
		WATER MAINTENANCE UNIFORMS		
592044	4299	CADILLAC ASPHALT LLC	94088	91,702.80
		VARIOUS SANITARY SEWER REPLACEMENT		
592096	80136	AFLAC PREMIUM HOLDING	1084275	1,231.80
		PAYROLL DEDUCTIONS		
592096	80001	AFSCME LOCAL 1250	1084277	1,682.34
		UNION DUES DEDUCTIONS		
592096	16280	CADR PLUS	1084280	10.00
		PAYROLL DEDUCTIONS		
592096	80098	MISDU	1084278	1,718.19
		WAGE ASSIGNMENTS		

CITY OF WARREN WATER & SEWER SYSTEM
 BILLS TO BE APPROVED FOR PAYMENT
 REGULAR MEETING OF JUNE 9, 2015
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OPERATION & MAINTENANCE AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
592096	80207	SUSAN WINTERS	1084279	150.00
		WAGE ASSIGNMENTS		
592096	14693	THE HARTFORD GROUP	1084281	2,095.95
		VOLUNTARY LIFE INSURANCE		
592096	80009	WARREN MUNIC FED CR UNION	1084276	13,700.00
		PAYROLL DEDUCTIONS		
592096	80002	AFSCME LOCAL 1917	94106	270.05
		UNION DUES DEDUCTIONS		
592096	80000	LOCAL 412 (UNIT 59)	94105	323.50
		UNION DUES DEDUCTIONS		

CITY OF WARREN WATER & SEWER SYSTEM
 BILLS TO BE APPROVED FOR PAYMENT
 REGULAR MEETING OF
 JUNE 9, 2015

MISCELLANEOUS TRANSFERS

<u>TRANSFER TO</u>	<u>DATE</u>	<u>AMOUNT</u>
ICMA - 401A	05/13/15	\$ 30,110.53
ING - Deferred Compensation	05/13/15	1,832.61
ICMA - Deferred Compensation	05/13/15	5,619.73
Lincoln - Deferred Compensation	05/13/15	1,178.45
ICMA - RHS Deductions & Contributions	05/13/15	1,946.66
ICMA - Roth IRA Contribution	05/13/15	585.00
ICMA - 401A	05/27/15	28,746.47
ING - Deferred Compensation	05/27/15	1,832.61
ICMA - Deferred Compensation	05/27/15	5,889.86
Lincoln - Deferred Compensation	05/27/15	1,178.65
ICMA - RHS Deductions & Contributions	05/27/15	1,816.62
ICMA - Roth IRA Contribution	05/27/15	585.00
MAY TOTAL		\$ 81,322.19

FEDERAL TAX TRANSFERS

<u>PAID FROM</u>	<u>DATE</u>	<u>AMOUNT</u>
Comerica	05/14/15	\$ 64,136.02
Comerica	05/28/15	63,249.66
MAY TOTAL		\$ 127,385.68



PLANNING DEPARTMENT

ONE CITY SQUARE, SUITE 315
WARREN, MI 48093-5283
(586) 574-4687
FAX (586) 574-4645
www.cityofwarren.org

April 28, 2015

TO: Scott C. Stevens, Secretary
Warren City Council

FROM: Planning Commission

RE: REQUEST TO REZONE PROPERTY; located on the west side of Hoover Road, 198.82 feet north of Engleman Road; 11555 Engleman Road; from the present zoning classification C-1, Local Business District to C-2, General Business District; Section 22; Little Caesars Enterprises, Inc. (Todd Huntington).

At a public hearing on April 6, 2015, the Planning Commission adopted a resolution pertaining to the above-captioned matter. The resolution, as adopted, is a recommendation to the City Council to APPROVE the rezoning from its present zoning classification C-1, Local Business District to C-2, General Business District.

You will find attached herewith a copy of the staff findings and recommendation, resolution, map, petitioner's letter, minutes with this matter and the Ordinance.

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:

Jason McClanahan
Commission Secretary

James R. Fouts
Mayor

/jah

Attachments



April 10, 2015

Todd Huntington
GDP Group
520 S Main Street, Ste 2531
Akron, OH 44311

PLANNING DEPARTMENT

ONE CITY SQUARE, SUITE 315
WARREN, MI 48093-5283
(586) 574-4687
FAX (586) 574-4645
www.cityofwarren.org

RE: REQUEST TO REZONE PROPERTY; located on the west side of Hoover Road, 198.82 feet north of Engleman Road; 11555 Engleman Road; from the present zoning classification C-1, Local Business District to C-2, General Business District; Section 22; Little Caesars Enterprises, Inc. (Todd Huntington).

Dear Mr. Huntington:

At its public hearing of April 6, 2015, the Planning Commission adopted a resolution pertaining to the above captioned matter. The resolution, as adopted, is a recommendation to the City Council that the formal request to rezone property, specifically identified pursuant to a legal description in said resolution, from C-1 to C-2, be APPROVED by City Council, and more specifically:

The majority of parent parcel is zoned C-2. The rezoning request is for the approximate 15,000 sq. ft. of the north portion of this site. This part of the property is located between two existing C-2 Districts. The C-1 District could be construed as a spot zone. The property in question abuts a major thoroughfare, Hoover Road. Rezoning the property to C-2, would have little effect on the surrounding area. There is a mixture of commercially zoned properties along this stretch of Hoover Road that range from C-1 to C-3. The proposed rezoning meets the standards set forth in both the policy plan and the comprehensive master plan of the City of Warren.

The formal resolution will be forwarded to the City Council, together with the plan, minutes and Finding & Recommendation in connection with said matter, when the Planning Commission approves the minutes from the April 6, 2015 hearing.

Please do not hesitate to contact our office, should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Jason McClanahan".

Jason McClanahan
Commission Secretary

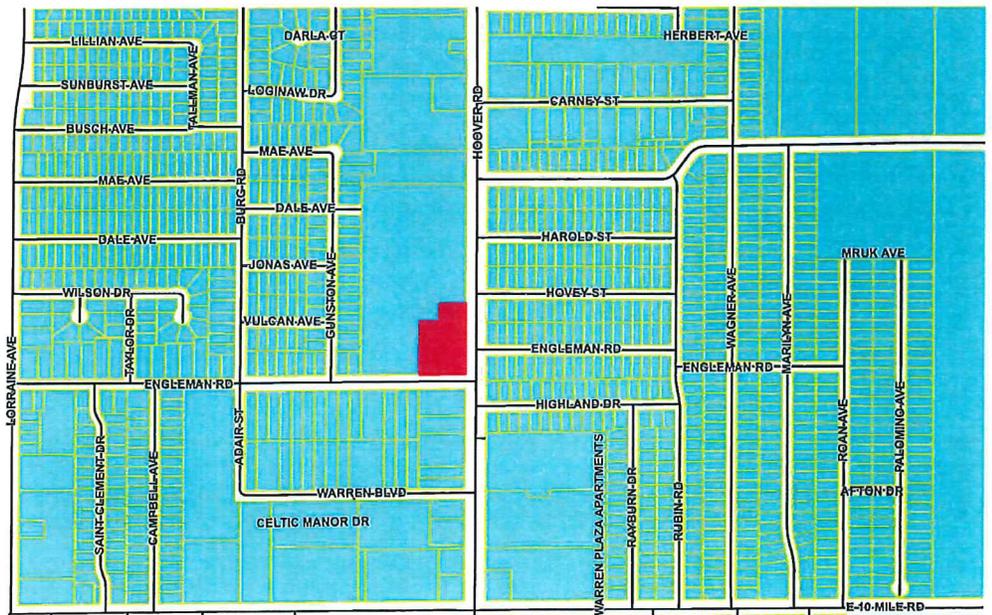
/jah

cc: Ronald F. Wuerth
City Attorney

REQUEST TO REZONE PROPERTY; located on the west side of Hoover Road, 198.82 feet north of Engleman Road; 11555 Engleman Road; from the present zoning classification C-1, Local Business District to C-2, General Business District; Section 22; Little Caesars Enterprises, Inc. (Todd Huntington).



Warren Planning Department
One City Square, Suite 315
Warren, MI 48093
Office: 586-574-4687
CityofWarren.org



RESOLUTION

The Planning Commission of the City of Warren having published Notice of Public Hearing in accordance with the statutes and ordinances governing the same and having held a public hearing thereon on Monday, the 6th day of April, 2015, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan, and having considered the objections raised thereto, Resolves to recommend and does so recommend to the Council of the City of Warren that the following described property, to-wit:

A part of a parcel of land in part of the Southeast $\frac{1}{4}$ of Section 22, T1N, R.12E, City of Warren Macomb County, Michigan, Parcel Identification number 13-22-432-017, (11555 Engleman) more particularly described as:

Commencing at the east quarter corner of said Section 22; thence due South 189.28 ft. along the East line of said Section 22; thence S89°23'00"W, 60 ft. to a point on the West right-of-way line of Hoover Road (120 ft. wide); thence due South 688.54 ft. along said West line to the point beginning; thence continuing along said line due South 200 ft.; thence S89°17'20"W, 150 ft.; thence due North 200 ft.; thence N89°17'20"E, 150 ft. to the point of beginning and containing 0.6887 acre.

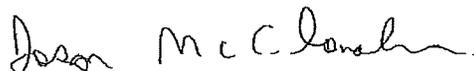
be rezoned from its present zoning classification C-1, Local Business District to zoning classification C-2, General Business District in accordance with the rezoning agreement and map attached hereto and made a part hereof, and in accordance with Ordinance No. 30 of the ordinances of the City of Warren, and further, that said Ordinance No. 30 be amended in accordance herewith.

RESOLUTION adopted at the meeting of April 6, 2015.

CITY OF WARREN PLANNING COMMISSION



Jocelyn Howard, Chairperson



Jason McClanahan, Secretary

FINDINGS

1. The petitioner is requesting that property located on the located on the west side of Hoover Road, 198.82 feet north of Engleman Road be rezoned from the present zoning classification C-1, Local Business District to C-2, General Business District.
2. **CHARACTERISTICS OF THE PROPERTY IN QUESTION CAN BE SUMMARIZED AS FOLLOWS:**
 - a) **SIZE AND DIMENSIONS OF PROPERTY:** The parent property is irregular shaped parcel measuring approximately 263 ft. x 398.82 ft. containing 2.1573 acres with approximately 263 ft. of frontage along Engleman Road and 398.82; of frontage along Hoover Road; this is an acreage parcel.
 - b) **PRESENT USE:** The parent parcel was the former Ceasarland.
 - c) **PRESENT ZONING:** C-1, Local Business District (the north 100 ft. x 150 ft. of the property) and C-2, General Business District (balance of property).

The C-1, Industrial District has existed since the adoption of the Zoning Ordinance on July 21, 1960.

3. **CURRENT STATUS OF APPLICATION**

- a) The Planning Commission, pursuant Article XXIV, Changes and Amendments, Section 24.01, Division 1. Procedure for standard rezoning or Section 24.10, Division 2. Procedure for Rezoning with conditions of the Zoning Ordinance, must provide a report and recommendation to City Council for any rezoning requests that alter or change zoning district boundaries.
- b) The present hearing will be the initial formal review of this application by the Planning Commission.
- c) On March 4, 2015, notice was given in the Warren Weekly for the public hearing before the Planning Commission.
- d) On June 10, 1981, the Zoning Board of Appeals granted approval for the special use to operate a coin-operated, amusement machine center containing 94 machines with the following conditions:

6.b) REZONING REQUEST C-1 to C-2

Section 22

Little Caesars Enterprises, Inc. (Todd Huntington, GPD Group)

April 6, 2015

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- 1) They landscape and maintain the vacant portion of their property.
- 2) They obtain a yearly review of the permit granting them the amusement devices.
- 3) They provide sufficient lighting and patrol of the parking areas in the rear area of their building.

NOTE: The Zoning Board of Appeals was the approving authority for amusement machine centers until 1983 when the special use turned into a special land use permit approved by City Council.

- e) On April 6, 1981 the Planning Commission approved a Special Land Use for a Family Entertainment Center & Site Plan for Expansion of Restaurant.

Approval for the special use be obtained from the Board of Appeals.

- f) On November 5, 1979, the Planning Commission voted to approve the site plan for a building addition and parking area on the northwest corner of Hoover Road and Engleman Avenue.
- g) On February 9, 1976, the Planning Commission voted to approve the revised site plan for a shopping center at the northwest corner of Hoover and Engleman Avenue.
- h) On March 10, 1975, the Planning Commission voted to extend the posted bond for a period of 12 months for a shopping center at the northwest corner of Hoover Road and Engleman Avenue that was originally approved by the Planning Commission on March 19, 1974.

4. GENERAL DESCRIPTION OF SURROUNDING PROPERTIES IS AS FOLLOWS:

- a) The property to the north is zoned C-1 and C-2, and contain Home Depot.
- b) The properties to the east, across Hoover Road, are zoned R-1-C and developed residential.
- c) The property to the south, across Engleman, is zoned C-1 and contains a Wendy's Restaurant.
- d) The property to the west is zoned C-1 and contains Home Depot.

6.b) REZONING REQUEST C-1 to C-2

Section 22

Little Caesars Enterprises, Inc. (Todd Huntington, GPD Group)

April 6, 2015

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5. THE CONCEPT PLAN SUBMITTED BY THE PETITIONER INDICATES THAT:

- a) The site indicates an existing one story wood/block building containing 11,978 sq. ft. The existing building is located on the portion of the site that is zoned C-2.
- b) The concept plan indicates that on the portion of the property proposed to be rezoned a new building would be constructed measuring approximately 36.2 ft. x 60.7 ft. and containing 2,120 square feet. The concept plan also indicates stacking for 9 vehicles.

NOTE: The petitioner also submitted a prototype/concept plan of the site that indicates there will be 24 parking spaces directly serving the site, plus 9 spaces shared between this site and the existing building. Additionally, the orientation of the building and parking is different on the prototype plan than it is the concept site plan.

- c) There is existing parking on the site. The site plan indicates 18 spaces directly serving this site, with 2 barrier free parking spaces.

The minimum requirement for parking spaces on the site is 21 spaces.

- d) Access would be provided via one existing driveway to Hoover Road. A second driveway, to Engleman Road, could also be used to enter/exit the site.
 - e) The site plan indicates the proposed landscaping areas along portions of the north, east, and west property lines. There are also islands proposed that would contain plantings on the site abutting the drive through stacking and ordering areas.
 - f) A trash enclosure location is indicated on the plan located on northwest corner of the site. The orientation of the enclosure would be changed during site plan approval.
 - g) All other improvement on the site would remain as exists.
6. The petitioner should be apprised of the fact that formal site plan approval before the Planning Commission may be required prior to obtaining a building permit, should the City Council grant the rezoning request.

6.b) REZONING REQUEST C-1 to C-2

Section 22

Little Caesars Enterprises, Inc. (Todd Huntington, GPD Group)

April 6, 2015

Page 4

RECOMMENDATION

The following recommendation is made regarding the rezoning request for the property in question as described above.

It is recommended that the rezoning request C-1, Local Business District to C-2, General Business District be APPROVED.

The majority of parent parcel is zoned C-2. The rezoning request is for the approximate 15,000 sq. ft. of the north portion of this site. This part of the property is located between two existing C-2 Districts. The C-1 District could be construed as a spot zone. The property in question abuts a major thoroughfare, Hoover Road. Rezoning the property to C-2, would have little effect on the surrounding area. There is a mixture of commercially zoned properties along this stretch of Hoover Road that range from C-1 to C-3. The proposed rezoning meets the standards set forth in both the policy plan and the comprehensive master plan of the City of Warren.

ORDINANCE NO. 30-_____

AN ORDINANCE TO AMEND ORDINANCE NO. 30 OF THE ORDINANCES OF THE CITY OF WARREN, COUNTY OF MACOMB, STATE OF MICHIGAN.

THE CITY OF WARREN ORDAINS:

SECTION 1. That Ordinance No. 30 of the ordinances of the City of Warren, Macomb County, Michigan, be amended to provide that the following described property:

A part of a parcel of land in part of the Southeast $\frac{1}{4}$ of Section 22, T1N, R.12E, City of Warren Macomb County, Michigan, Parcel Identification number 13-22-432-017, (11555 Engleman) more particularly described as:

Commencing at the east quarter corner of said Section 22; thence due South 189.28 ft. along the East line of said Section 22; thence S89°23'00"W, 60 ft. to a point on the West right-of-way line of Hoover Road (120 ft. wide); thence due South 688.54 ft. along said West line to the point beginning; thence continuing along said line due South 200 ft.; thence S89°17'20"W, 150 ft.; thence due North 200 ft.; thence N89°17'20"E, 150 ft. to the point of beginning and containing 0.6887 acre.

be rezoned from its present zoning classification C-1, Local Business District to zoning classification C-2, General Business District in accordance with the rezoning agreement and map attached hereto and made a part hereof, and in accordance with Ordinance No. 30 of the ordinances of the City of Warren, and further, that said Ordinance No. 30 be amended in accordance herewith.

SECTION 2. All other provisions of said Ordinance No. 30 shall remain in full force and effect.

SECTION 3. This ordinance shall become effective and said property rezoned as hereinbefore provided in Section 26 on _____.

I HEREBY CERTIFY that the foregoing Ordinance No. 30-____ was adopted by The Council of the City of Warren at its meeting of _____.

PAUL WOJNO
City Clerk

Published: _____

three Commissioners this evening. If you would like to have your item tabled you can do so or you can take the decision of this board on this evening.

4. APPROVAL OF THE AGENDA

MOTION:

A motion was made by Assistant Secretary Smith to approve the agenda, supported by Commissioner Rob. A voice vote was taken and the motion carried unanimously.

5. APPROVAL OF THE MINUTES – February 23rd & March 9th, 2015

MOTION:

A motion was made by Commissioner Pryor to approve the minutes, supported by Commissioner Rob. A voice vote was taken and the motion carried unanimously.

6. PUBLIC HEARING ITEMS:

- A. REQUEST TO REZONE PROPERTY; Located on the east side of Ryan Road; approximately 521.96 feet south of Chicago Road; 31830 Ryan Road; from the present zoning classification R-1-C; One Family Residential District to O, Office District in Section 5; Brian Jilbert (Mohammad Qazi). **TABLED.**

Assistant Secretary Smith – This was a tabled item and we received correspondence to retable this item until April 27th, 2015.

MOTION:

A motion was made by Commissioner Rob to table to April 27, 2015, supported by Commissioner Pry. A voice vote was taken and the motion carried unanimously.

- B. REQUEST TO REZONE PROPERTY; Located on the west side of Hoover Road, 198.82 feet north of Engleman Road; 11555 Engleman Road; from the present zoning classification C-1, Local Business District to C-2, General Business District; Section 22; Little Caesars Enterprises, Inc. (Todd Huntington)

PETITIONERS PORTION:

Mr. Andrew Karow – My address is 6751 Wildridge Lane, West Bloomfield Michigan 48322, I'm here representing Little Caesar's, I'm the Director of Architecture and Design for Little Caesar's.

The property right now is owned by Little Caesar's it used to be a Caesar Land and it's since not been used. We hope to take the property, split it in half, take the northeastern most portion and turn it into a new Little Caesar's Restaurant with limited seating and drive thru. The idea is we are going to sell off the other portion to a developer who is going to redevelop it for commercial retail use.

Assistant Secretary Smith reads the correspondence as follows:

TAXES: No Delinquent Taxes.

Mr. Wuerth reads the recommendation of the Staff:

PUBLIC HEARING:

Mr. Joseph Hunt – Good evening Members of the City of Warren Planning Commission. This particular property I've noticed over the last several years has been vacant. I frequent the Little Caesar's Restaurant over at the Hoover 11 Plaza and I strongly would welcome a larger size restaurant by the Little Caesar's Origination there. So I'm in all in favor of the rezoning and also I hope their business thrives. Thank you.

MOTION:

A motion was made by Commissioner Rob to approve, supported by Commissioner Pryor.

COMMISSIONERS PORTION:

Commissioner Rob – At this time we are just doing the rezoning so when the development starts then there will be another site plan, am I right?

Mr. Wuerth – Well yea, this is their request to rezone property and it's the Planning Commission's response to make a recommendation to the City Council and we'll see if they approve it. But if they approve it then comes the site plan you've seen a concept plan that they've proposed there.

Vice Chair Kupiec – Would you mind going over your plan again for your proposed use, I missed some of it.

Mr. Andrew Karow – Well it's a new restaurant, it would include what we call limited seating which we plan to have about 18 seats in the restaurant. Most of Little Caesar's Businesses are carry out, but we feel that we will have some lunch time business so we plan on putting four small tables in with eight seats and eight bar seats

around the windows. It will also have a drive thru facility with a drive thru menu board in the back with a speaker system to take orders.

Vice Chair Kupiec – Now is this in the existing building that's there now?

Mr. Andrew Karow – No the existing building will be part of the parcel that will be sold off to be redeveloped.

Vice Chair Kupiec – And where do you propose putting the new building at in parcel A on the sketch?

Mr. Andrew Karow – Yes it would be the northeast corner closest to Home Depot.

Vice Chair Kupiec – Along with the sketch that you've drawn up you have existing building proposed parcel A and B what do you plan on doing with B?

Mr. Andrew Karow – Remind me A is the larger parcel?

Vice Chair Kupiec – Correct the northeast corner.

Mr. Andrew Karow – Yes the larger parcel will be sold off we have a possible developer who's also bought one of our other Caesar Lands who hopefully is going to either remodel the existing building or tear down and reconstruct. We really won't have any say in what's done with that.

Vice Chair Kupiec – They'll lease from you?

Mr. Andrew Karow – No, we are actually going to sell the property.

Chair Howard – Definitely there is some history behind that building with the child some years ago being left at that Caesar Land. So the size of the current facility that you are proposing to build, if this is rezoned by this Commission, how much parcel are you looking at. Are you taking A or B I think you indicated that you are going closer to the Home Depot?

Mr. Andrew Karow – Yes parcel B it's going to be approximately a 2000 square foot building. It will have a lobby area of approximately 600 to 700 hundred square foot of which about 300 hundred square foot will be actual seating area.

Chair Howard – Now do you currently have an ingress/egress agreement with the Home Depot in that area?

Mr. Andrew Karow – No we won't be using any of the Home Depot property. There's an existing easement on the property that our parcel will enclose, we will grant an easement to the owner of property A that we sell off.

Chair Howard – And how soon do you propose, if this zoning request is approved by this commission tonight, how soon do you propose getting started on this project?

Mr. Andrew Karow – We are looking to break ground as soon as we can get all the approvals. Just so you know this is a new prototype for Little Caesar's, Little Caesar's hasn't really built a free standing building in probably some 20 years so this is going to be a new thing for Little Caesar's. Hopefully it will garner a lot of attention and accolades, we hope.

Chair Howard – Excellent, now your other facilities I think the next closes one would be 12 Mile and Hoover or 12 Mile and Schoenherr is that location still open?

Mr. Andrew Karow – I believe it is.

Chair Howard – Is that just a carry out location?

Mr. Andrew Karow – We have a carry out location in the strip center just north that will be relocated into this facility.

Chair Howard – So you are going to move all of that business there?

Mr. Andrew Karow – Yes.

ROLL CALL:

The motion carried unanimously as follows:

Commissioner Karpinski.....	Yes
Vice Chair Kupiec.....	Yes
Commissioner Pryor.....	Yes
Commissioner Rob.....	Yes
Chair Howard.....	Yes
Assistant Secretary Smith.....	Yes

June 1, 2015



DEPARTMENT OF
HUMAN RESOURCES
One City Square, Suite 410
Warren, MI 48093-5286
(586) 574-4670
fax (586) 582-9999
www.cityofwarren.org

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

Re: **Resolution for approval of renewal of City's "Public Entity" Property and Casualty Liability Insurance program effective July 1, 2015 through June 30, 2016.**

Dear Council Secretary Stevens:

Attached is a Resolution for approval of renewal of City's "Public Entity" Property and Casualty Liability Insurance program, all effective July 1, 2015 as developed by Hylant Group, as shown on the attached "2015 premium comparison summary" and "excess work comp and TPA summary".

As City Council might anticipate, ***the property insurance renewal demonstrates the greatest departure from past programming.*** Hylant has marketed the coverage to a number of carriers. Only three insurers quoted the coverage, and the current carrier indicated that it would ***exclude flood coverage at the WWTP facilities.*** ***Hylant has developed and quoted through AIG/Lexington a multi-level package that will increase the City's property coverage to a total of fifty (\$50,000,000.00) million dollars, including coverage of the WWTP facilities in that same amount.*** While the total property damage sustained by the City in the August, 2014 flood was less than twenty-five million (\$25,000,000.00) dollars, had it not been for the timely and essentially heroic work of the staff at the WWTP, the wet and dry wells located in the underground caisson, which houses millions of dollars of electrical equipment would certainly have flooded, and the City's damages would have been millions of dollars greater.

Accordingly, it is the recommendation of the administration that property coverage be secured through AIG in the configuration developed by Hylant Group, as follows:

(1.) renewal of City's "Public Entity" Liability Insurance program, including property coverage through a primary policy with AIG and certain other excess carriers in the total amount of fifty million dollars **at the rates and terms quoted in the "2015 premium comparison summary" prepared by Hylant Group**, for the period July 1, 2015 through June 30, 2016; and,

(2.) renewal of the excess workers compensation coverage through Safety National retaining the current \$500,000.00 SIR **at the rates and terms quoted in the "excess work comp and TPA summary" prepared by Hylant Group**, for the period July 1, 2015 through June 30, 2016; and,

(3.) Extension of the contract for third party administrative services with Broadspire for the period July 1, 2015 through June 30, 2016, under the same terms and conditions that were in effect for the 2014-2015 contract year;

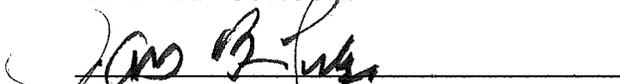
In this department's continuing efforts to provide this information to you in as timely a manner as possible, the administration began this renewal process on February 9, 2015. Final quotes for the property coverage, and the quote from the excess workers compensation carrier was just received as late as May 28, 2015. We have made the necessary revisions to the "2015 premium comparison summary" for your information. I have attached documentation relative to this recommendation. The administration also recommends the extension of the contractual "third party administrative" services with **Broadspire**, under the terms and conditions of the attached, and at the indicated rates for the period July 1, 2015 through June 30, 2016, which are the same rates that were in effect for the 2014-2015 contract year. The agreement with Hylant Group is currently effective until June 30, 2016, and the TPA agreement with CompOne Administrators is effective through June 30, 2017. The attached resolution meets the current needs of the City in this regard, and the Administration requests and recommends that it be adopted and approved by City Council.

Sincerely,



Phil Easter
Human Resources and Insurance Risk Manager

READ AND CONCUR:



Mayor James R. Fouts

RESOLUTION APPROVING 2015 RENEWAL OF CITY'S PROPERTY AND CASUALTY LIABILITY INSURANCE

A meeting of the City Council of the City of Warren, County of Macomb, Michigan held on Tuesday, June 9, 2015, at 7:00 o'clock, p.m., eastern standard time, in the Council Chamber at the Warren Community Center, 5460 Arden Road, Warren, Michigan.

PRESENT: Councilmember _____

ABSENT: Councilmember _____

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

1. In order to provide the City with public liability insurance and property insurance coverage for the period July 1, 2015 through June 30, 2016, it is necessary for the City Council to approve the renewal of various policies of insurance, procured through efforts of the city's agent, Hylant Group; and,
2. The Administration having presented information to the City Council and a recommendation of approval of the renewal of various policies of insurance, NOW THEREFORE;

IT IS RESOLVED, that City Council does hereby adopt and approve this resolution, and does hereby approve the administration's recommended renewal of City's "Public Entity" Liability Insurance as follows:

- (1.) renewal of City's "Public Entity" Liability Insurance program, including property coverage through a primary policy with AIG and certain other excess carriers in the total amount of fifty million dollars *at the rates and terms quoted in the "2015 premium comparison summary" prepared by Hylant Group*, for the period July 1, 2015 through June 30, 2016; and,
- (2.) renewal of the excess workers compensation coverage through Safety National retaining the current \$500,000.00 SIR *at the rates and terms*

CITY OF WARREN, MI

Excess Work Comp and TPA Summary - Renewal Eff: July 1, 2015

Final Quotes as of 5/21/2015

	Eff: July 1, 2011 Expired / Audited PR	Eff: July 1, 2012 Expired / Audited PR	Eff: July 1, 2013 Expired/Audited PR	Eff: July 1, 2014 Expiring Program	Eff: July 1, 2015 Renewal Quote	Percentage Change	Indication Eff: July 1, 2014 Option
Excess Workers Compensation							
WC Limit	Statutory \$1m/1m	Statutory \$1m/1m	Statutory \$1m/1m	Statutory \$1m/1m	Safety National \$1m/1m		Midwest Employers Statutory \$1m/1m
Employers Liability Limit	\$400,000	\$400,000	\$500,000	\$500,000	\$500,000	0.00%	\$500,000
SIR - Each Accd / EE for Disease	\$55,451,240	\$54,316,260	\$54,670,638	\$56,856,417	\$58,344,800	2.62%	\$56,856,417
Est. Payroll	\$0.0604	\$0.0604	\$0.0801	\$0.1620	\$0.1670	3.09%	\$0.1879
Excess Premium Rate	\$34,667	\$34,667	\$43,791	\$92,107	\$97,436	5.79%	\$106,833
Minimum Premium	90% of Est.	90% of Est.	\$44,000	\$89,344	\$94,513		\$96,150
Comp One WC TPA Services							
Indemnity Rate per Claim	Comp One - Est. \$900	Comp One - Est. \$900	Comp One - Est. \$900	Comp One - Est. \$900	Comp One - Est. \$900	0.00%	Comp One - Est. \$900
Medical Only Rate per Claim	\$115	\$115	\$115	\$115	\$115	0.00%	\$115
Estimated Annual Service Fee	\$37,800	\$37,800	\$37,800	\$40,920	\$40,920	0.00%	\$37,800
Estimated Annual Admin Fee	\$6,900	\$6,900	\$6,900	\$6,900	\$6,900	0.00%	\$6,900
Total TPA Service Fees	\$44,700	\$44,700	\$44,700	\$47,820	\$47,820	0.00%	\$44,700
Total Premium & Fees	\$79,367.00	\$79,367.00	\$88,491.18	\$139,927.40	\$145,255.82	3.81%	\$151,533.21

Quoted SIR Options:

WC Limit	Statutory \$1m/1m	Midwest Employers Statutory \$1m/1m
Employers Liability Limit	\$400,000	\$750,000
SIR - Each Accd / EE for Disease	\$55,451,240	\$56,856,417
Est. Payroll	\$0.0604	\$0.1257
Excess Premium Rate	\$34,667	\$71,469
Premium	\$79,367	\$64,322
Minimum Premium	\$83,194	

Note: This is a summary only. Refer to policies / contracts for exact coverages, terms and conditions.

Note: Excess WC premium is due to Carrier in full by 7/30/15. Comp One TPA fees due per contract payment schedule.

Note: Premium and fees are auditable, and are net of any commission to Hylant.

Note: The Safety National \$600k-SIR quote is available for a 2 year term. All other quotes are for 1 year term only.

EXECUTIVE SUMMARY

We are pleased to present your renewal proposal for your July 1, 2015 insurance program. This includes the following coverages:

- Public Entity Liability;
- Property Coverage;
- Crime Coverage;
- Travel Accident;
- Cyber;
- Excess Workers' Compensation

Regarding the Public Entity Liability primary coverage renewal, Alteris has provided a renewal quote per expiring program structure, \$10m limits excess \$500,000 SIR, however they are looking for a 3% rate increase due to losses in the 2012 policy year. Overall premium is up 10% when combined with the increase in the City's operating budget for 2015. Over the 4 year term with Alteris, their overall premium has increased 18% since 2012, and the City's overall gross operating budget has increased by 15% over this same period. We did solicit quote options from Genesis and Safety National, two carriers that write a significant amount of public entities, however they could not compete with the current pricing or SIR. See the Marketing Summary for their premium indications.

We did request an auto physical damage quote option from Alteris, which is currently self-insured by the City. Alteris' option would provide APD coverage to all City owned licensed vehicles. This includes while parked and while being used over the road. They included a \$5,000 deductible on vehicles valued less than \$100,000, and a \$10,000 deductible on vehicles valued over \$100,000. Their premium indication is \$167,000.

We are marketing the \$10m x \$10m liability layer, and are still waiting on carrier quotes for this layer. Please refer to the Marketing Summary overview for a complete listing of all markets approached for these coverages.

Your Excess Workers' Compensation coverage is currently with Safety National, which was moved last year from Accident Fund, as AFOM is no longer writing this coverage. Safety National is looking for a 3% rate increase, and agreeable to maintaining the current \$500k SIR. Due to the rate increase, we did send out several submissions, and Midwest's indication is still 10% higher than Safety National's renewal quote. Safety National did include an option for a \$600k SIR, and they will commit to this SIR and rate for a 2-year term if selected.

Regarding the TPA claims services, your Broadspire contract was renewed last year, so all contract terms and fees would be per your 2014 contract. Your workers' compensation TPA, Comp One, provided a renewal contract last year, and the City signed a 3-year contract to expire July 1, 2017. Should you wish to do a mid-term TPA review for the work comp claims, we would only need to give Comp One 60 days' notice.

The Property renewal proved to be a challenge this year due to the large flood loss in August of 2014. We were able to secure quotes from three carriers, all of which provided limitations on the flood coverage. In order to secure the full \$25,000,000 in limits that we discussed at our Renewal Strategy Meeting in January, we had to obtain excess flood quotes that would sit over the flood provided by the respective property carriers.

The Crime renewal with Travelers showed a slight increase, but since we marketed it extensively last year and determined that Travelers provided the best coverage option for the city, it was not deemed advantageous to market for such a minimal increase.

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EXECUTIVE SUMMARY

(continued)

The Cyber renewal with AIG was down slightly year over year. As we moved carriers in 2014 we did not market this coverage as discussed in our Renewal Strategy Meeting.

We are proposing the Travel Accident with the incumbent carrier only. Chubb has offered to issue a renewal certificate on the Travel Accident with no change in premium again this year.

Thank you for the opportunity to provide these quotations on your behalf. We look forward to continuing to provide your insurance consulting needs.

NAMED INSURED

- City Of Warren, Michigan
- City of Warren Building Authority
- City of Warren Municipal Building Authority
- 37th District Court
- Tax Increment Finance Authority
- Downtown Development Authority
- City of Warren General Employees Retirement System
- City of Warren Police and Fire Retirement System

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MARKETING SUMMARY

INSURED: City of Warren
EFFECTIVE DATE: July 1, 2015

LINE OF COVERAGE	MARKET	RESPONSE FROM MARKET
PROPERTY	Fireman's Fund Hartford Travelers AIG/Lexington Liberty Affiliated Zurich	Quoted Declined could not compete Quoted Quoted Declined class of business Declined Flood Loss Declined Flood Loss
Excess Flood	Liberty Surplus Lines Lloyd's of London Colony Landmark Speciality Aspen Speciality	Quoted Pending Quoted Quoted Quoted
PRIMARY CASUALTY \$10,000,000 Limit x SIR	Alteris Safety National Genesis	Received Renewal Quotation - \$10m x \$500k SIR and option for \$1m SIR. Indication = \$850k for \$10m x \$750kSIR LEL / \$500k SIR all other Declined - cannot meet pricing target. Indication = \$500k for \$5m x \$500k SIR.
EXCESS CASUALTY \$10m excess \$10m	Starr Indemnity Ins. Co. Endurance Ins. Co. Scottsdale HCC Torus AWAC Great American Travelers	Waiting on Renewal Quote Reviewing Submission Reviewing Submission Reviewing Submission Reviewing Submission Reviewing Submission Reviewing Submission Quotation Received.
CRIME		
Cyber	AIG	Quotation Received.
WORKERS COMPENSATION	Accident Fund Ins. Co. AIG Safety National NY Marine & General Arch ACE Midwest Casualty	No Longer Writing Excess WC No Longer Writing Excess WC Quotation Received. Declined - Minimum SIR is \$1m Declined - Minimum SIR is \$750k; Minimum premium \$100,000. Declined - Minimum SIR is \$1m; Minimum premium \$200,000. Indication Received
TRAVEL ACCIDENT	Chubb	Quotation Received
TPA SERVICES	Broadspire - Liability Comp One - WC	Quotation Received. Quotation Received.

CITY OF WARREN, MI

2015 Public Entity Liability Premium Summary - \$10m Limits x SIR

Final Quote as of 5/29/2015

	Eff: July 1, 2012 Expired	Eff: July 1, 2013 Expired	Eff: July 1, 2014 Expiring	Eff: July 1, 2015 Renewal Quote	% Chg 1 Year	% Chg 4 Year
CARRIER:	Argonaut	Argonaut	Argonaut	Argonaut		
AM Best Rating:	A XII	A XII	A XII	A XII		
General Liability						
Limit:	\$1m Each Occ \$1m Pers/Adv Injury \$1m General Agg Limit	\$1m Each Occ \$1m Pers/Adv Injury \$1m General Agg Limit	\$1m Each Occ \$1m Pers/Adv Injury \$1m General Agg Limit	\$1m Each Occ \$1m Pers/Adv Injury \$1m General Agg Limit		
SIR:	\$500,000 each occ	\$500,000 each occ	\$500,000 each occ	\$500,000 each occ		
ALAE:	Inside / Outside	Inside / Outside	Inside / Outside	Inside / Outside		
Form:	Occurrence	Occurrence	Occurrence	Occurrence		
EBL Limit:	\$1m Each EE/Agg Limit					
SIR:	\$500,000 each occ	\$500,000 each occ	\$500,000 each occ	\$500,000 each occ		
Form:	Occurrence	Occurrence	Occurrence	Occurrence		
Retro Date:	Prior Acts Coverage	Prior Acts Coverage	Prior Acts Coverage	Prior Acts Coverage		
Total Gross City Budget:	\$141,260,653	\$149,120,545	\$158,201,995	\$161,469,384	2.07%	14.31%
City General Fund Revenue:	\$101,404,907	\$103,067,127	\$100,279,904	\$103,372,949	3.08%	1.94%
City General Fund Expenditures:	\$88,869,818	\$91,060,058	\$102,194,038	\$103,372,949	1.15%	16.32%
City Payroll:	\$54,316,260	\$56,512,079	\$56,856,417	\$58,344,800	2.62%	7.42%
Public Entity Liability						
Limit:	\$1m Each Act Limit \$1m Agg Limit					
SIR:	\$500,000 each occ	\$500,000 each occ	\$500,000 each occ	\$500,000 each occ		
ALAE:	Inside / Outside	Inside / Outside	Inside / Outside	Inside / Outside		
Form:	Occurrence	Occurrence	Occurrence	Occurrence		
Employment Practice Liability						
Limit:	\$1m Each Act / Agg Limit					
SIR:	\$500,000 each occ	\$500,000 each occ	\$500,000 each occ	\$500,000 each occ		
ALAE:	Inside / Outside	Inside / Outside	Inside / Outside	Inside / Outside		
Form:	Occurrence	Occurrence	Occurrence	Occurrence		
No. of Full Time Employees:	613	632	669	687	2.69%	12.07%
Law Enforcement Liability						
Limit:	\$1m Each Act / Agg Limit					
SIR:	\$500,000 each occ	\$500,000 each occ	\$500,000 each occ	\$500,000 each occ		
ALAE:	Inside / Outside	Inside / Outside	Inside / Outside	Inside / Outside		
Form:	Occurrence	Occurrence	Occurrence	Occurrence		
No. Employees - Police Dept:	233	233	235	235	0.00%	0.86%
Auto Liability						
Limit:	\$1m Each Occ Limit MI No Fault Statutory Limit	\$1m Each Occ Limit Statutory Limit	\$1m Each Occ Limit Statutory Limit	\$1m Each Occ Limit Statutory Limit		
SIR:	\$500,000 each occ	\$500,000 each occ	\$500,000 each occ	\$500,000 each occ		
ALAE:	Inside / Outside	Inside / Outside	Inside / Outside	Inside / Outside		
Form:	Occurrence	Occurrence	Occurrence	Occurrence		
No. Power Units:	464	450	463	489	5.62%	5.39%
Excess Liability						
AM Best Rating:	Argonaut A XII	Argonaut A XII	Argonaut A XII	Argonaut A XII		
Limit:	\$9m Each Occ / Agg					
Excess of Underlying:	\$1m Each Occ / Agg x SIR					
ALAE:	Inside / Outside	Inside / Outside	Inside / Outside	Inside / Outside		
Form:	Occurrence	Occurrence	Occurrence	Occurrence		
PREMIUMS - \$10m x \$500k SIR:						
Primary Layer:	\$332,735	\$347,860	\$359,632	\$405,490	12.75%	21.07%
MCCA Charges:	\$80,150	\$78,750	\$86,118	\$86,304	0.22%	7.68%
TRIA	\$4,602	\$2,602	\$2,849	\$3,919	37.56%	-14.84%
Surplus Lines Tax	n/a	n/a	n/a	n/a		
Excess Layer 5m x 5m:	Included	Included	Included	Included		
TRIA	Included	Included	Included	Included		
Total Premium Payable:	\$417,487	\$429,212	\$448,599	\$495,713	10.50%	18.74%
Min. Earned Premium	25%	25%	25%	25%		
Program Option - \$10m x \$1m SIR:	n/a	Annual Prem=\$334,696	Annual Prem=\$345,838	TBD		

Note: This is a summary only. Please refer to carrier's form for exact coverage terms and conditions.

Note: All premiums are due in full by July 30, 2015. All premiums are net of any commission to Hylant.

CITY OF WARREN, MI
 2015 Excess Follow Form Liability Premium Summary - \$10m Limits x \$10m x SIR

Final Quotes as of 6/29/2015

CARRIER: AM Best Rating:	Eff: July 1, 2011 Expired A XV	Eff: July 1, 2012 Expired A X	Eff: July 1, 2013 Expired A X	Eff: July 1, 2014 Expiring A XIV	Eff: July 1, 2015 Renewal Quote A XIV	Eff: July 1, 2015 Carrier Option Great American A+ XIII
Excess FE Liability	\$10m Each Occ \$10m General Agg Limit	\$10m Each Occ \$10m General Agg Limit	\$10m Each Occ \$10m General Agg Limit	\$10m Each Occ \$10m General Agg Limit	\$10m Each Occ \$10m General Agg Limit	Indication \$10m Each Occ \$10m General Agg Limit
Limit:	\$10m Each Occ / Agg Limit Inside / Outside Occurrence	\$10m Each Occ / Agg Limit Inside / Outside Occurrence See Carrier Quote	\$10m Each Occ / Agg Limit Inside / Outside Occurrence See Carrier Quote	\$10m Each Occ / Agg Limit Inside / Outside Occurrence See Carrier Quote	\$10m Each Occ / Agg Limit Inside / Outside Occurrence See Carrier Quote	\$10m Each Occ / Agg Limit Inside / Outside Occurrence See Carrier Quote
Excess of:						
ALA/E:						
Form:						
Notable Exclusion End:						
PREMIUMS - \$10m x \$10m x SIR:						
Premium:	\$73,375	\$63,900	\$67,300	\$69,400	\$65,000	\$62,500
TRIA	\$1,468	\$1,279	\$1,347	\$1,388	\$1,301	\$1,301
Surplus Lines Tax (non-admitted carriers)	\$1,871	n/a	n/a	n/a	n/a	n/a
Total Premium Payable:	\$76,714	\$65,179	\$68,647	\$70,788	\$66,301	\$63,801
Min. Earned Premium	25%	25%	25%	25%	25%	25%
Option: Additional Limits: (Indications Received from Apex, not Starr or Great American)	N/A	N/A	N/A	N/A	\$5m excess \$20m \$25,000 add'l premium	\$5m excess \$20m \$25,000 add'l premium
						% Chg

Note: This is a summary only. Please refer to carrier's form for exact coverage terms and conditions.
 Note: All premiums are due in full by July 20, 2015. All premiums are net of any commission to Hyland.
 Note: Great American has provided and indication for the \$10m excess \$10m layer but I have not reviewed their coverage form.

CITY OF WARREN, MI

2015 PROPERTY/FLOOD OPTIONS

AIG/Lexington	
Property	
Total Insured Value: (real & personal)	\$261,600,253
Premium	\$249,594
Rate/100:	
Optional Terrorism	incl
Total Property Premium	\$249,594
Flood	
<u>Landmark</u>	
TIV	\$92,422,247
Layer Limit	\$7,500,000 excess of \$2,500,000
Policy Limit	\$3,750,000
Premium (including SL tax and fees)	\$34,329
Option TRIA	\$1,875
Total Premium	\$36,204
<u>Aspen Specialty</u>	
TIV	\$92,422,247
Layer Limit	\$7,500,000 excess of \$2,500,000
Policy Limit	\$3,750,000
Premium (including SL tax and fees)	\$34,319
Option TRIA	\$1,500
Total Premium	\$35,819
<u>Liberty Surplus Lines Insurance Corp</u>	
TIV	\$92,422,247
Layer Limit	\$15,000,000 excess of \$10,000,000
Policy Limit	\$7,500,000
Premium (including SL tax and fees)	\$34,324
Option TRIA	\$1,675
Total Premium	\$35,999
<u>Colony Insurance Company</u>	
TIV	\$92,422,247
Layer Limit	\$15,000,000 excess of \$10,000,000
Policy Limit	\$7,500,000
Premium (including SL tax and fees)	\$34,366
Option TRIA	\$3,345
Total Premium	\$37,711
Total Premium for \$25,000,000 in Flood Limits	\$395,326

CITY OF WARREN, MI
2015 PROPERTY/FLOOD OPTIONS

Travelers (flood indications only)	
Property	
Total Insured Value: (real & personal)	\$265,779,797
Premium	\$191,280
Flood	
<i>tbd</i>	
TIV	\$244,361,084
\$24,000,000 excess of \$1,000,000	\$225,000
\$20,000,000 excess of \$5,000,000	\$86,000
Total Premium	\$502,280
Fireman's Fund (flood indications only)	
Property	
Total Insured Value: (real & personal)	\$244,361,084
Premium	\$98,297
Flood	
<i>tbd</i>	
TIV	\$244,361,084
NFIP	\$40,000
\$25,000,000 excess of NFIP (excluded on FF quote)	<i>tbd</i>
\$22,500,000 excess of \$2,500,000	\$700,000
Total Premium	\$838,297 +
AIG's \$25,000,000 Excess of \$25,000,000 Flood Option	
Flood	
Total Insured Value: (real & personal)	\$258,900,253
Essex \$10m policy limit \$25m layer	\$46,125
Arch \$5m policy limits \$25m layer	\$23,062.50
Westchester \$5m policy limits \$25m layer	\$23,575
<i>tbd</i> \$5m policy limits \$25m layer	\$23,000
Total Premium for \$25,000,000 excess of \$25,000,000	\$115,763

PROPERTY INSURANCE – OPTION 2

NAMED INSURED: City of Warren
 INSURANCE COMPANY: American Home Assurance Company (AIG)
 AM BEST RATING: A XV (Effective February 27, 2015)
 POLICY TERM: 07/01/2015 to 07/01/2016

LIMITS OF INSURANCE – All Locations:

COVERAGE	LIMIT	COINSURANCE	DEDUCTIBLE	VALUATION
Blanket Building & Personal Property	\$261,600,253	100%	\$100,000	RC/AA
Extra Expense	\$5,000,000	N/A	\$100,000	ALS
Equipment Breakdown – PD	\$259,000,000	N/A	\$100,000	RC
Equipment Breakdown – BI	Included	N/A	24 Hours	ALS
Sub-Limits:				
Earth Movement	\$5,000,000	100%	\$100,000	RC
Flood**	\$25,000,000/ \$2,500,000	100%	\$100,000/ \$500,000	RC
Physical Damage for Vehicles/1000 feet	\$7,000,000	N/A	\$100,000	

*PD = Property Damage; BI = Business Interruptions; ACV = Actual Cash Value (depreciation deducted); RC = Replacement Cost; ALS = Actual Loss Sustained; AA = Agreed Amount;

COVERAGE: Special cause of loss form – all risks of direct physical loss or damage, as defined and limited, on Real Property, Personal Property, Contractors Equipment and Business Interruption, including the Extensions of Coverage applying to locations listed on the Statement of Values, except those perils specifically excluded from coverage as per policy form

COVERAGE TERMS:

- Broad definition of Covered Property
- Vacancy Clause: You have permission to cease business operations or to have any insured building remain vacant or unoccupied, provided that, (1) fire protection, security and alarm services are maintained, (2) your employee or another person acting on your behalf inspects the insured building at least every 7 days, and (3) written notice is given to us prior to the 90th consecutive day of cessation of business operations, vacancy or lack of occupancy at such insured building.
- An insured building is considered vacant or unoccupied when the building does not contain adequate covered property to conduct customary business operations the building is no longer used by you, a lessee or a sub-lessee to conduct customary business operations;

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PROPERTY INSURANCE – OPTION 2

SUB-LIMITS OF INSURANCE:

Sublimits are part of and not in addition to the Policy Loss Limit

• Accounts Receivable	\$ 1,000,000
• Arson or Theft Reward	\$ 100,000
• Brands and Labels	\$ 100,000
• Building Materials/Off premise storage for buildings under construction	\$ 250,000
• Deferred Payments	\$ 250,000
• Electronic Data/Media	
• Covered Causes of Loss other than Cyber	\$ 500,000
• Cyber Perils	\$ 500,000
• Errors & Omissions	\$ 2,500,000
• Expediting Expenses	\$ 500,000
• Fairs or Exhibitions	\$ 500,000
• Debris Removal	\$ 2,500,000 or 25% of direct physical loss
• Fire Brigade Charges and Extinguishing Expenses	\$ 100,000
• Fine Arts	\$500,000
• Fungus, Mold, Spore	\$ 1,000,000
• Ordinance or Law:	
• Loss to Undamaged Portion of Building	Policy Limit
• Demolition	\$ 2,500,000
• Increased Cost of Construction	\$ 2,500,000
• Installation Coverage	\$ 500,000
• Land & Water Clean Up	\$ 100,000
• Lock & Keys	\$ 100,000
• Machinery or Equipment Startup	\$5,000,000
• Miscellaneous Unnamed Locations	\$ 1,000,000
• Money & Securities	\$ 100,000
• Newly Acquired Property	\$ 5,000,000
• Outdoor Property	\$ 100,000
• Personal Property Not at a Covered Location	\$ 1,000,000
• Preservation of Property	\$ 500,000

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PROPERTY INSURANCE – OPTION 2

SUB-LIMITS OF INSURANCE CONT:

• Professional Fees	\$100,000
• Property removed from a Covered Location	\$100,000
• Railroad Rolling Stock	\$100,000
• Salespersons Samples	\$100,000
• Service Interruption	\$ 1,000,000
• Spoilage	\$250,000
• Transit	\$ 500,000
• Upgrade to Green	\$500,000 max
• Valuable Papers and Records	\$ 1,000,000
• Attraction Property	30 days \$250,000
• Contingent Time Element	\$ 1,000,000
• Named Supplier/Customer	\$1,000,000
• Unnamed Supplier/Customer	\$1,000,000
• Contractual Penalties	\$ 50,000
• Extended Period of Indemnity	60 Days
• Extra Expense	\$ 5,000,000
• Ingress/Egress	30 days/\$250,000 max
• Civil Authority	30 days/\$1,000,000 max
• Rental Value	\$ 250,000

Equipment Breakdown Sublimits

• Maximum in any one occurrence	\$259,000,000
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PROPERTY INSURANCE – OPTION 2

COVERAGE EXCLUSIONS:

- Currency, deeds or other evidences of debt, money, notes, checks
- Contraband
- Land
- The cost of excavations, grading, backfilling or filling
- Vehicles or self propelled machines that are licensed for use on roads
- Aircraft or watercraft;
- Bulkheads, pilings, piers, wharves, docks, sea walls
- Property that is covered under another coverage form or endorsement of any other policy
- Virus, Bacteria
- Governmental Action, War and Military Action
- Computer Virus/Programming Errors & Omissions
- Artificially generated electric current
- Wear & Tear, Rust, Corrosion
- Settling, Cracking, Shrinking, Bulging, Expansion
- Infestation
- Rain, Snow, Sleet, Ice, Sand to personal property in the open
- Pollution
- Accumulated effects of Smog, Vapor
- Faulty zoning
- All other exclusions as per the policy form and endorsements

Hylant Group Disclaimer / Confidentiality Statement: The information and concepts provided throughout this document are not intended to express any legal opinion as to the nature of coverage. They are intended to provide a basic understanding of coverages but do not alter any policy conditions. Always refer to your policy(s) for specific coverages, limitations, and restrictions. Any information and concepts outlined are solely for your internal evaluation. No other use or distribution of these documents is permitted or authorized. All Hylant Group documents are subject to our record retention policy. Please refer to our website at www.hylant.com for a complete listing of all document types and retention periods for any documents stored within the Hylant Group organization.

PROPERTY

Schedule of Locations			
SEE ATTACHED SOV			
Insurance Company	Fireman's Fund	AIG/Lexington	Travelers
Policy Term	07/01/15-16	07/01/15-16	07/01/15-16
A.M. Best Rating	tbd	tbd	tbd
Property			
Building	\$187,123,606	\$187,123,606	\$197,628,538
Business Personal Property	\$56,252,298	\$56,252,298	\$68,151,259
TIV	\$244,361,084	\$261,600,253	\$265,779,797
Limit of Liability		\$259,000,000	
Flood	\$2,500,000/\$0	\$25,000,000/\$2,500,000	\$5,000,000/\$1,000,000
Earthquake	\$5,000,000	\$5,000,000	\$5,000,000
Business Income		incl	incl
Extra Expense	\$1,000,000	\$5,000,000	\$5,000,000
Equipment Breakdown - PD	\$100,000,000	\$259,000,000	Blanket
Equipment Breakdown - BI	Included	Included	Included
Contractor's Equipment	\$5,000,000 occ/\$500,000 per item	\$5,000,000 occ/\$500,000 per item	Per Schedule
Employee Tools	\$25,000		\$25,000
Physical Damage for Vehicles within 1000 feet of a covered property	incl	\$7,000,000	\$6,604,450
Deductibles			
All Peril	\$100,000 occ	\$100,000 occ	\$100,000 occ
Earthquake	\$100,000 occ	\$100,000 occ	\$100,000 occ
Flood	\$100,000 occ	\$100,000/\$500,000 occ	\$100,000 occ
Contractor's Equipment	\$10,000	\$10,000	\$10,000
Employee Tools	\$1,000		\$2,500
Business Income Waiting Period	24 Hours	24 Hours	72 Hours
Blanket or Stated	Blanket	Blanket	Blanket
Property Boundary	1000	1,000	1,000
Valuation			
Business Personal Property	RC	RC	RC
Building	RC	RC	RC
Contractor's Equipment	ACV	ACV	ACV
Electronic Data Processing Equipment	RC Inc in BPP	RC Inc in BPP	\$50,000
Coinsurance	100%	100%	100%
Broad Form Named Insured	incl	incl	incl
Cancellation Provision	90 days	90 days	60 days
Unintentional Errors & Omissions	\$1,000,000	\$2,500,000	incl
Waiver of Subrogation	incl		

Sublimits (part of and not in addition to the limit)			
<i>Direct Damage</i>			
Accounts Receivable	\$500,000	\$1,000,000	\$100,000
Trees, Shrubs, Lawns	\$100,000/\$1,000 occ	\$100,000	\$50,000/\$2,500 any one tree
Debris Removal of Property Insured	\$5,000,000	\$2,500,000 or 25% of	\$250,000
Debris Removal of Property Owned by Others	\$250,000	Inc	\$0
Electronic Data Processing Media	\$1,000,000	\$500,000	\$50,000
Electronic Data and Media-Cyber	\$0	\$500,000	\$0
Expediting Expenses	\$0	\$500,000	\$100,000
Fire Department Service Charges	\$100,000	\$100,000	Incl
Law/Ordinance, Cov A (property Insured)	Inc	Inc	\$1,000,000
Law/Ordinance, Cov B & C (Demolition ICC)	\$2,000,000	\$2,500,000	\$1,000,000
Law/Ordinance, Cov D (Increased period of restoration)	\$1,000,000	\$0	\$1,000,000
Newly Acquired Property	\$2,500,000/120 days	\$5,000,000/120 days	\$1,000,000
Newly Acquired Building	\$2,500,000/120 days	\$5,000,000/120 days	\$2,000,000
Fine Arts	\$250,000	\$500,000	\$50,000/\$25,000 in transit
Personal Property of Others/Officers & Employees	\$2,500,000	Included in BPP	Included in BPP
Pollutant Clean Up	\$50,000	\$100,000	\$25,000
Fungus, Mold and Mildew	\$1,000,000	\$1,000,000	\$25,000
Installational Floater	\$250,000	\$500,000	\$0
Soft Costs	\$100,000	\$1,000,000	\$0
Un-Named Locations	\$1,000,000	\$1,000,000	BPP Included
Valuable Papers	\$500,000	\$1,000,000	\$100,000
Exhibition, Exposition or trade shows	\$100,000	\$500,000	Incl
Fences, Glass, Signs	incl	\$100,000	\$100,000 described/\$5,000 undescribed
Property removed from a covered location	\$0	\$100,000	\$0
<i>Time Element</i>			
Dependent Properties	\$250,000	\$1,000,000	\$250,000
Extra Expense	Inc	\$500,000	\$25,000
Newly Tenanted Property	incl	incl	\$500,000
Civil Authority	\$2,500,000	30 days \$250,000 max	30 days 100 miles
Extended Period of Indemnity		60 days	180 days
Real Estate Managers Contract Cancellation	incl	incl	
Operation of Building Laws	365 days		
Impaired Tenantability Under Contract of Sale	\$0	\$50,000	\$0
Ingress & Egress	\$0	30 days \$250,000 max	\$25,000 1 mile

<u>Equipment Breakdown Sub-limits</u>			
Perishable Stock each location	\$250,000	n/a	n/a
Hazardous Substance - any one occurrence	\$250,000	n/a	n/a
Expediting Expenses - each location	\$250,000	ln/a	n/a
Data Restoration - any one occurrence	\$250,000	n/a	n/a
Extended Period of Indemnity	\$0	\$0	180 days
Service Interruption	incl	\$1,000,000	\$50,000
Protective Safeguard Endorsement	incl		
Loss Payable Provisions	incl	incl	incl
<u>Property Extensions</u>			
Contract Penalty Clause	\$25,000	\$50,000	\$25,000
Counterfeit Paper and Money Orders	\$10,000	\$0	\$0
Expediting Expenses	\$25,000	incl	\$25,000
Fire Protective Equipment	\$25,000	incl	incl
Lost Key	\$25,000	\$100,000	\$25,000
Lost Lease	\$25,000	\$0	\$0
Money, Checks & Stamps	\$10,000	\$0	\$0
Tenants Move Back Coverage	\$25,000	\$0	
Vacancy Provlson	60 days/70%	90 days	70%
Overhead Transmission Lines	Excluded	Included	Excluded
Green Upgrade	\$0	\$500,000	\$100,000
<u>Real Estate Extensions</u>			
Communicable Disease	\$100,000	\$0	\$0
Emergency Vacating Expense	\$250,000	\$0	\$0
Alternative Key Systems	\$25,000	\$100,000	
Reward	\$100,000	\$100,000	\$25,000
Property In Translt	\$250,000	\$500,000	
<u>Crisis Management</u>			
Crisis Event Response - Communications	\$25,000	\$0	\$0
Crisis Event - B/I	\$25,000	\$100,000	\$0
Post Crisis Event Expense	\$25,000	\$0	\$0
Premium	\$95,622	\$249,594	\$187,864
TRIA	\$2,675	incl	incl
Total Premium	\$98,297	\$249,594	\$187,864

CITY OF WARREN, MI
2015 Lexington Flood Option

Shared Layer \$15,000,000 Excess of \$10,000,000 Liberty
SL Insurance Co \$7,500,000/Colony Insurance Co
\$7,500,000 Total Premium with TRIA and SL Tax **\$73,710**

Shared Layer \$7,500,000 Excess of
\$2,500,000 Landmark
\$3,750,000/Aspen Speciality
\$3,750,000 Total Premium with TRIA
and SL Tax **\$71,253**

AIG/Lexington
Primary Property
\$2,500,000 Zone
AE Flood
Premium
\$249,594

Alteris Public Risk Solutions

Self Insured Retention Program



Issuing Company: Argonaut Insurance Company

Liability Insurance Proposal for:

City of Warren

Liability - \$10,000,000 xs \$500,000 SIR

Each Occurrence / Wrongful Act / Accident

MISCELLANEOUS PROPOSAL INFORMATION

Effective Date:

07/01/15

Attention:

Judd Feldman
APEX
411 E. 3rd , suite 200
Eugene, OR 97401
jfeldman@apexinsurance.com
541-344-5411

Underwriter:

Mina Rhoden
101 California St. # 2800
San Francisco, CA 94111
mrhoden@alterisus.com
415-549-5113

Proposal Date: 4/20/2015

This quotation is valid until 6/30/215

ALTERIS PUBLIC RISK SOLUTIONS

Alteris Public Risk Solutions (APRS) is a specialized, underwriting unit within Alteris, Inc. that provides products and services to large individual governmental entities and self-insured governmental pools. Using both traditional and creative approaches, APRS aligns interests with its clients by targeting sophisticated accounts who participate in the risk bearing.

Alteris Public Risk Solutions provides unbundled alternative risk structures supporting both carriers and program managers.

Alteris, Inc., is a wholly owned subsidiary of Argo Group International Holdings, Ltd., an international underwriter of specialty insurance and reinsurance products in the property and casualty market with a total capitalization of \$2 Billion. Argo Group's insurance subsidiaries are rated 'A' (Strong) by S&P and 'A' (Excellent) by AM Best.

Argo Group (AM Best Rating of A, Financial Size XII)

Issuing Company:

Argonaut Insurance Company – Admitted Status

GENERAL CONDITIONS

- This quotation represents the Company's proposed terms and conditions, which may not include all of the requested terms and conditions. No warranty is made or implied with respect to the total compliance to bid specifications or applications.
- Flat Annual Premium – non-auditable
- 90 days notice of cancellation; 10 days for non-payment
- For liability, if more than one coverage part applies to the same occurrence or claim, the highest applicable limit and lowest retained limit apply.
- **TERRORISM** - This quote includes coverage for TRA (Terrorism Reform Act) legislation. The insured has the option to reject this terrorism coverage. If the insured rejects the coverage, a terrorism exclusion form must be completed and signed by the insured in order to do so. If the form is not returned to us upon the binding of coverage, the terrorism premium will be automatically included.

STANDARD POLICY EXCLUSIONS:

Specifically excluded exposures include, but are not limited to the following:

GENERAL:	Asbestos, Lead, Silica, Nuclear, Nuclear Hazard, Pollution, Fungi/Bacteria, Electromagnetic Radiation, Communicable Disease, War and Military Action, Nuclear Device Detonation; Pathogenic or Poisonous Biological or Chemical Materials, Subsidence.
AUTO LIABILITY:	Exclusions as stated on the Auto coverage form including racing, Uninsured Motorist, Underinsured Motorist, and Personal Injury Protection
GL:	All exclusions as stated on the GL coverage form and endorsements including but not limited to: Aircraft, Electronic Data and Vandalism, Eminent Domain / Inverse Condemnation, Underground Storage Tanks, Employers Liability
LEL:	Exclusions as stated on the Law Enforcement Coverage Form including Care, Custody, and Control (not applicable to property on persons at time of arrest), Auxiliary or Volunteer officers, and Prior or Pending Legal Action or Litigation
POL:	All exclusions as stated on the Public Officials Liability Coverage Form and endorsements including but not limited to: Eminent Domain/Inverse Condemnation, Employment Practices, Insurance Practices, Fraudulent Acts, Labor Disputes, Law Enforcement, Non-Monetary Relief, Derivative Investment, Financial Loss, Securities, Bonds, and Debentures.
EPL:	All exclusions as stated on the Employment Practices Liability Coverage Form and endorsements including but not limited to: Failure to Maintain Insurance, Violation of Laws, Non-Monetary relief (exception for defense).

Specific specimen exclusionary language will be provided upon request.

LIMITS AND RETENTIONS FOR BUSINESS COVERED

BUSINESS COVERED	SPECIFIC LIMIT	ANNUAL AGG LIMIT	UNDERLYING RETENTION	COVERAGE TRIGGER	RETROACTIVE DATE
AUTO LIABILITY	\$10,000,000	N/A	\$500,000	Per Accident	N/A
<ul style="list-style-type: none"> • Pollution Clean Up and Removal as provided on the Coverage Form • Covered Autos includes non-owned and borrowed autos and autos commandeered in emergency situations • Waiver of Subrogation as provided under the Coverage Form 					
UM / UIM	\$10,000,000	N/A	\$500,000	Per Accident	N/A
GENERAL LIABILITY	\$10,000,000	\$10,000,000	\$500,000	Occurrence	N/A
<ul style="list-style-type: none"> • Blanket Additional Insured included in policy • Insured Contracts are covered as defined • Limited Liquor Liability as provided in coverage form • Limited Failure to Supply as provided in coverage form • Health Care Services are covered for your licensed nurse, psychologist, physical therapist, hearing, language or speech therapist, EMT, paramedic, or athletic trainer • Broadcasting, Publishing, Telecasting offenses as covered under Personal Injury • Watercraft less than 51 feet in length and 100 horsepower or less • Pollution Exceptions for: Hostile Fire, Emergency Operations, Heating/Air Conditioning, Mobile Equipment, Road Treatment Chemicals, Pesticides/Herbicides, Water Treatment, Above Ground Tanks, Water/Sewage Operations 					
EMPLOYEE BENEFITS LIAB	Included in GL	Included in GL		Occurrence	N/A
LAW ENFORCEMENT	\$10,000,000	\$10,000,000	\$500,000	Occurrence	N/A
<ul style="list-style-type: none"> • Care, Custody, Control covered for property on persons at time of arrest • Liability assumed in a Mutual Aid Agreement • Pollution coverage exception for Law Enforcement Activities • Animal Mortality up to \$10,000 per occurrence annually 					
PUBLIC OFFICIALS LIABILITY	\$10,000,000	\$10,000,000	\$500,000	Occurrence	N/A

Coverage Extensions (not subject to Retained Limit):

- Identity Theft Expense - \$5,000
- Key Individual Replacement - \$25,000
- Emergency Travel Reimbursement - \$5,000

EMPLOYMENT PRACTICES	\$10,000,000	\$10,000,000	\$500,000	Occurrence	N/A
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PROPOSAL FEATURES

MAJOR POLICY FORMS:

Argonaut Insurance Company - Admitted

TREATMENT OF ALAE:

UNDERLYING RETENTION: Inside
INSURER'S SPECIFIC LIMIT: Outside

Premium: \$409,409 including Terrorism (\$3,919) or \$405,490 excluding Terrorism

FEES & SURCHARGES:

MCAA surcharge: \$186 per unit = \$86,304 not included above

COMMISSION:



CLAIMS ADMINISTRATION:

Broadspire

SPECIFIC ADDITIONAL CONDITIONS

REQUIRED AT THE TIME OF BINDING:

- Completed, signed and dated "Request to Bind Insurance Coverage" form
- Completed, signed and dated "Acceptance or Rejection of Terrorism" form

RISK CONTROL:

Alteris Risk Control will act in a consulting capacity as mutually deemed to be appropriate to the insured and will set an appointment with the Risk Manager to review needs.

Additional services include the following online Risk Control Resources and Tools Website:

- **Planning material, checklists, training tools and guides** from sources such as the Federal Emergency Management Agency, Consumer Product Safety Commission, Department of Transportation and Trident risk control staff.
- Access to Web-based training courses at no charge for insured's' employees, in topics such as environmental and safety issues and employee productivity.
- **"Ask the Risk Manager" e-mail portal** - Insureds can submit questions and secure answers about specific risk control issues.

REQUEST TO BIND INSURANCE COVERAGE

In accordance with the insurance proposal,

City of Warren

has accepted coverage with Argonaut Insurance Company

POLICY EFFECTIVE:

7/1/2015 to 7/1/2016

COVERAGE

GENERAL LIABILITY

EMPLOYEE BENEFITS LIABILITY

PUBLIC OFFICIALS LIABILITY

EMPLOYMENT PRACTICES LIABILITY

AUTOMOBILE LIABILITY

LAW ENFORCEMENT LIABILITY

TERRORISM (Optional) _____ Yes _____ No

Please check 'Yes' or 'No' for the terrorism coverage option and complete the "Acceptance or Rejection of Terrorism.

AGENT'S SIGNATURE

DATE

CLIENT'S SIGNATURE

DATE

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM – INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

NOTE:

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

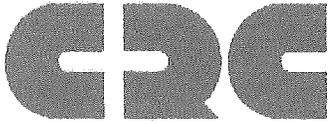
ACCEPTANCE OR REJECTION OF TERRORISM – CHECK ONE

	I hereby elect to purchase terrorism coverage for a prospective premium of <u>\$3,919.</u>
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

Print Name

Date



May 29, 2015

Kimberly Cassey
Hylant Group - Troy, MI
2401 W. Big Beaver Road Suite 400
Troy, MI 48084

RE: City of Warren etal, Ref# 3651072-B
Proposed Effective 7/1/2015 to 7/1/2016

Dear Kimberly:

We are pleased to confirm the attached quotation for **UMBRELLA - EXCESS LIABILITY** being offered with **Starr Indemnity & Liability Co.** . This carrier is **Admitted** in the state of **MI**. Please note that this quotation is based on the coverage, terms and conditions as stated in the attached quotation, which may be different from those requested in your original submission. As you are the representative of the Insured, it is incumbent upon you to review the terms of this quotation carefully with your Insured, and reconcile any differences from the terms requested in the original submission. CRC Insurance Services, Inc. disclaims any responsibility for your failure to reconcile with the Insured any differences between the terms quoted as per the attached and those terms originally requested. The attached quotation may not be bound without a fully executed CRC brokerage agreement.

Payment due to CRC within 20 days of binding.

NOTE: If insured is located outside your resident state, we must receive a copy of your non-resident license prior to binding.

The Insurance Carrier indicated in this quotation reserves the right, at its sole discretion, to amend or withdraw this quotation if it becomes aware of any new, corrected or updated information that is believed to be a material change and consequently would change the original underwriting decision.

If coverage is elected, please note:

This insurance has been placed with an insurer that is not licensed by the State of Michigan. In case of insolvency, payment of claims is not guaranteed.

Home State: MICHIGAN

The Home State was determined based on the information provided in your submission and the completed Declaration of Home State form. Please ensure the correct Home State is listed. Incorrect information could result in additional or return taxes, fees, surcharges, penalties, interest, and assessments at a later date, and in addition to what is shown. Additionally, please note that this is the current tax calculation based on the Home State but there could be changes that result in additional or return tax - due at a later date - based on future enactments of surplus lines laws by any of the various states.

Should coverage be elected as quoted per the attached, Premium and Commission are as follows:

Premium: \$65,000.00
Total: \$65,000.00

Option to ELECT Terrorism Coverage:
TRIPRA Premium: \$1,301.00
Additional Taxes:
Total: \$66,301.00

Tax Filings are the responsibility of: ()Your Agency (XX)CRC

Commission: 0%

Should **City of Warren etal** elect to bind coverage as per the attached, simply complete the Request to Bind box below and return to our office prior to the requested effective date of coverage. Should you have any questions, please feel free to contact our office.

CRC is compensated in a variety of ways, including commissions and fees paid by insurance companies and fees paid by clients. Some insurance companies pay brokers supplemental commissions (sometimes referred to as "contingent commissions" or "incentive commissions"), which is compensation that is based on a broker's performance with that carrier. These supplemental commissions may be based on volume, profitability, retention, growth or other measures. Even if a contingent commission agreement exists with a carrier, we recognize that our responsibility is to promote the best interests of the policyholder in the selection of an insurance company. For more information on CRC's compensation, please contact your CRC broker.

Financing Insurance Premiums

Premium financing budgets insurance payments and improves liquidity for other business objectives: working capital, business growth, building expansion.

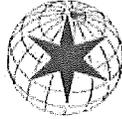
If your clients choose to pay their insurance in monthly installments, it's fast and easy with AFCO & Prime Rate Insurance Premium Finance Companies, which are affiliates of CRC. AFCO provides premium financing solutions for large and mid-size corporate accounts; Prime Rate offers solutions for smaller commercial and personal lines.

Find out how premium financing works and how it can expand your relationship with your clients by e-mailing premiumfinance@afco.com; or call toll-free **866-669-0937** and **press 81**. Additional information is available at www.afco.com and www.primeratepfc.com.

Sincerely,

Eric Perez
(866) 723-6510
Eperez@crcins.com
3651072

<u>REQUEST TO BIND COVERAGE</u>	
Complete and return to Eric Perez via email at Eperez@crcins.com or fax to (866) 723-6512.	
Submission #: 3651072-B	City of Warren etal
Agency Response:	<input type="checkbox"/> Yes, please bind as quoted, effective: _____
PREMIUM IS BEING FINANCED BY _____	ACCOUNT # _____
Name of Premium Finance Company	
Signed by: _____	Date: _____
Representative of Hylant Group - Troy, MI	



Starr Indemnity & Liability Company

500 West Monroe Street, 26th Fl.
Chicago, IL 60661

Date: 05/29/2015

CRC Insurance Services, Inc.
13737 Noel Road 10th Floor
Dallas, TX 75240

Attn: Eric Perez
e-mail:

RE: CITY OF WARREN

Dear Eric

We are pleased to confirm our quotation for the captioned account:

Insured Address: ONE CITY SQUARE, SUITE 410
Warren, MI 48093

Policy Period: From: 07/01/2015 To: 07/01/2016
At 12:01 A.M. standard time at the address of the Named Insured.

Carrier: Starr Indemnity & Liability Company
Dallas, Texas
Administrative Office: 399 Park Avenue, 8th Floor, New York, NY 10022

Form: Excess Liability Policy Form XS-100 (10/08) and Attachments

Renewal Of: 1000005239

Limits: A. \$10,000,000 Each Occurrence
B. \$10,000,000 Other Aggregate(s), Where Applicable
C. \$10,000,000 Products-Completed Operations Aggregate

Advance Premium: \$65,000 **Minimum Premium:** N/A
Minimum Earned Premium: \$16,250
Excess UM/UIM:

Applicable Surcharges/Taxes/Fees
Description

Surcharge

Surcharge 1
Surcharge 2
Surcharge 3
Taxes:

There will be an additional premium charge of: \$1,301 if Terrorism Coverage is selected. This premium charge for Terrorism Coverage will be in addition to the Advance Premium stated above.

NOTE: If the policy is subject to premium audit, the charge for TRIA Coverage will also be subject to that adjustment.

Audit:	Exposure Base:	N/A	
	Estimated Annual Exposure:	N/A	
	Rate Basis:	N/A	
	Rate:	N/A	Audit Period: N/A

Subject to:

- 1) Premium payment is due and payable within 30 days from the Effective Date of the Policy.
- 2) Underlying carrier(s) must be rated A VII or better by Best's, where applicable.
- 3) All applicable Underlying Policies must be received within 90 days of Binding.
- 4) If Terrorism Coverage is rejected, the Policyholder Disclosure Statement must clearly indicate that Terrorism coverage is rejected and must be signed, dated and returned within 10 days of Binding. If the signed Disclosure Statement is received after the 10th day, then we will make a charge for the Terrorism coverage from the Policy Effective Date to the date that the Disclosure Statement is received by our office. If the Disclosure Notice is not received within 30 days, then we will make a charge and bill for the Terrorism Coverage from the Effective Date of this Policy and issue the Policy with that coverage.
- 5) Starr Indemnity reserves the right to change or withdraw a quote or binder in the event there is a material change in the exposures within an account or a material change in the loss experience of an account prior to the proposed inception date of our policy.

"Underlying Insurance"

A. First Underlying Insurance Policy(ies):

Carrier:	Argonaut Insurance Company - Excess		
Policy No.:	TBD		
		Limits:	
Coverage:	EXCESS	\$9,000,000	Each Occurrence Limit
Policy Period:	07/01/2015 to 07/01/2016	\$9,000,000	Aggregate Limit

B. Additional Underlying Insurance Policy(ies):

Carrier:	Argonaut Insurance Company - GL		
Policy No.:	TBD		
		Limits:	
Coverage:	GENERAL LIABILITY	\$1,000,000	Each Occurrence Limit
Policy Period:	07/01/2014 to 07/01/2015	\$1,000,000	General Aggregate Limit
		\$1,000,000	Products/Comp. Ops. Aggregate Limit
		\$500,000	SIR
Coverage:	EMPLOYEE BENEFITS LIABILITY	\$1,000,000	Occurrence Limit
Policy Period:	07/01/2013 to 07/01/2014	\$1,000,000	Aggregate Limit
		\$500,000	SIR
Carrier:	Argonaut Insurance Company - LEL		

Policy No.:	TBD		
Coverage:	LAW ENFORCEMENT LIABILITY	Limits: \$1,000,000	Occurrence Limit
Policy Period:	07/01/2014 to 07/01/2015	\$1,000,000	Aggregate Limit
		\$500,000	SIR
Carrier:	Argonaut Insurance Company - EPL		
Policy No.:	TBD		
Coverage:	EMPLOYMENT PRACTICES LIABILITY	Limits: \$1,000,000	Occurrence Limit
Policy Period:	07/01/2014 to 07/01/2015	\$1,000,000	Aggregate Limit
		\$500,000	SIR
Carrier:	Argonaut Insurance Company - POL		
Policy No.:	TBD		
Coverage:	PUBLIC OFFICIALS LIABILITY	Limits: \$1,000,000	Occurrence Limit
Policy Period:	07/01/2014 to 07/01/2015	\$1,000,000	Aggregate Limit
		\$500,000	SIR
Carrier:	Argonaut Insurance Company - AL		
Policy No.:	TBD		
Coverage:	AUTO LIABILITY	Limits: \$1,000,000	Combined Single Limit
Policy Period:	07/01/2014 to 07/01/2015	\$500,000	SIR

FOLLOWED POLICY:

EXCEPT FOR THOSE ENDORSEMENTS LISTED BELOW IT IS INTENDED THAT THE POLICY OF THE CURRENT POLICY YEAR WILL FOLLOW THE TERMS AND CONDITIONS OF THE POLICY ISSUED BY THE FIRST UNDERLYING INSURANCE CARRIER AS INDICATED ABOVE.

For a complete description of the coverage, please review the Policy's Terms, Restrictions & Limitations.

Please note that the Policy is amended by any endorsements listed below.

Attachments:

Description	Form No.
Excess Liability Declarations	XS 101 D 10 08
Excess Liability Policy Schedule Of Underlying Insurance	XS 102 10 08
Excess Liability Policy Form	XS 100 10 08
Michigan Changes - Cancellation And Nonrenewal	XS 301 MI 10 08
Michigan Changes - Notification Of Accidents Or Occurrences	XS 309 MI 10 08
Auto Coverage - Exclusion Of Terrorism	XS 341 10 08
Issuance Of Commercial Excess Liability Policy Prior To Receipt Of controlling Underlying Policy	XS 374 06 11
Cap On Losses From Certified Acts Of Terrorism	XS 342 01 15
Certified Acts Of Terrorism Coverage Excess Of Retained Amount With Cap On Losses	XS 343 01 15
Disclosure Pursuant To Terrorism Risk Insurance Act	XS 344 01 15
CV Starr Excess Casualty Program Claim Reporting Guidelines	XS CLAIMS NOTICE

Additional Terms and Conditions:

A **Certified Acts and Other Acts of Terrorism Coverage Above Retained Limit; Cap on Losses** form will be attached for those risks that accept Terrorism Coverage.

A **Terrorism Exclusion** will be attached for those risks that do not accept Terrorism Coverage.

The premium indication is valid until 07/01/2015. Please note that these conditions are not necessarily in compliance with conditions requested in your submission. We will not be obligated to provide coverage not addressed in this indication even though they may have been requested in your submission. This indication contains only a general description of coverages provided. For a detailed description of the terms of a policy, you must refer to the policy itself.

Important: In order to complete the underwriting process, we require that you send us the additional information requested at the beginning of the letter. We are not required to bind coverage prior to our receipt, review and underwriting approval of the above information. However, if we do bind coverage prior to such approval, it shall be for a period of not more than 10 days. Such binding of coverage shall be void ab initio ("from the beginning") if we have not received, reviewed and approved in writing such materials within 10 days from the effective date of the binder. Payment of premium shall not operate to extend the binding period or nullify the automatic voiding as described above.

Thank you for selecting Starr Companies as a market for your business. Please call with any questions.

Authorized Representative



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Notice - Offer of Coverage and Premium Disclosure Pursuant to Terrorism Risk Insurance Act

- A. You are hereby notified that under the federal Terrorism Risk Insurance Act, as amended, (the "Act") you have a right to purchase insurance coverage for losses arising out of an Act of Terrorism, which is defined in the Act as an act certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States: 1. to be an act of terrorism; 2. to be a violent act or an act that is dangerous to human life, property or infrastructure; 3. to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission; and 4. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should read the Act for a complete description of its coverage. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus be covered by this law is final and not subject to review.

- B. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.
- C. Be advised there is a \$100 billion cap on all losses resulting from Acts of Terrorism. If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- D. You should know that under federal law, you are not required to purchase coverage for losses caused by Acts of Terrorism.

XS - 347 (01/15)

Page 1 of 2

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Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Acceptance or Rejection of Terrorism Insurance Coverage

_____ I hereby **elect** to purchase terrorism coverage for a prospective premium of \$1,301 .

_____ I hereby **reject** coverage for acts of terrorism as defined in the Act and understand my Policy will contain an exclusion for acts of terrorism.

Please be advised that failure to indicate acceptance or rejection of terrorism coverage within ten (10) business days following receipt of this notice will be deemed an election to purchase terrorism coverage.

Insured: CITY OF WARREN

Signature of Insured

Print Name/Title

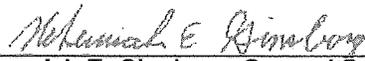
Date

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:



Charles H. Dangelo, President



Nehemiah E. Ginsburg, General Counsel



**PUBLIC SERVICE DEPARTMENT
ENGINEERING DIVISION**

One City Square, Suite 300
Warren, MI 48093-2390
(586) 759-9300
Fax (586) 759-9318
www.cityofwarren.org

May 29, 2015

Mr. Scott C. Stevens
City Council Secretary

RE: CONSIDERATION AND ADOPTION OF RESOLUTION to approve a cost sharing agreement between the Michigan Department of Transportation (MDOT) and the City of Warren for concrete pavement rehabilitation along 13 Mile Road, from Dequindre Road easterly to Ryan Road, MDOT Contract 15-5206

The Engineering Division recommends the attached contract for road rehabilitation be approved.

The scope of project work includes removal and replacement of deteriorated sections of existing concrete pavement along 13 Mile Road, between Dequindre Road and Ryan Road, including miscellaneous sidewalk ramp work, pavement marking work and related restoration.

The total project cost is estimated to be \$1,127,000. The City of Warren's required participation in the project after federal aid is applied against the total project cost is estimated to be \$207,000 (refer to page 8 of the attached contract).

Funding for this work is available in the 2008 Capital Improvements Bond Issue.

Please place this item on the June 9, 2015 City Council agenda for consideration. If you have any questions regarding this request, please call me at 759-9302.

Sincerely,

Read and Concurred:

Funding Approval:


James VanHavermaat, P.E.
City Engineer


Richard Sabaugh
Public Service Director


Renee Rezak
Budget Director

Form Approval:

Recommended to Council:


David Griem
City Attorney


James R. Fouts
Mayor

JVH/dd

attachments: contract copy, council resolution

**RESOLUTION APPROVING A COST SHARING AGREEMENT BETWEEN THE
MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE CITY OF WARREN
FOR CONCRETE PAVEMENT REHABILITATION ALONG 13 MILE ROAD
FROM DEQUINDRE ROAD EASTERLY TO RYAN ROAD
CONTRACT NO. 15-5206**

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2015, at 7:00 p.m. Eastern _____ Time, in Council Chambers located at Warren Community Center Auditorium, 5460 Arden Ave., Warren, Michigan.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

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

The City of Warren had requested Federal Highway Funds for the rehabilitation of 13 Mile Road between Dequindre Road and Ryan Road, through the Surface Transportation Program.

The request for funding was approved by the Federal Aid Committee and SEMCOG in the amount of \$920,000.

It is the responsibility of the Michigan Department of Transportation (MDOT) to administer the dispersal of the approved Federal Highway Funds to the City of Warren.

In order for the City to receive the approved funding, the City of Warren must enter into a contract with MDOT for the construction of the improvements contained with the attached MDOT Contract No. 15-5206.

Pursuant to the conditions contained within the Contract No. 15-5206, the City of Warren must reimburse MDOT for the City's portion of the contract construction work in the estimated amount of \$207,000.

The City of Warren has complied with the requirements of MDOT sufficiently to warrant the execution of a Contract No. 15-5206 between the City and MDOT for dispersal of the approved Federal Highway funds.

Funding for the City's portion of the contract construction costs, estimated at \$207,000 is available in the 2008 Capital Improvement Bond issue.

THEREFORE, IT IS RESOLVED that the City of Warren approves the execution of the attached Contract No. 15-5206 with the Michigan Department of Transportation for all work as described in the contract document.

IT IS FURTHER RESOLVED that the Mayor and Clerk of the City of Warren are hereby authorized to execute State Contract No. 15-5206 in such form that meets the satisfaction of the City Attorney, and to issue payment monthly as invoiced by the Michigan Department of Transportation and outlined in the contract for those contract costs that are the responsibility of the City of Warren.

AYES: Councilpersons _____

NAYES: Councilpersons _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2015.

SCOTT C. STEVENS
Secretary of the Council
Mayor Pro Tem

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, PAUL WOJNO, duly elected City Clerk for the City of Warren, Macomb County, Michigan, certifies 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

STP

DA

Control Section	STU 50458
Job Number	126955A
Project	STP 1550(013)
Federal Item No.	HK 0275
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	15-5206

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WARREN, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Warren, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated May 4, 2015, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Concrete pavement removal and replacement along 13 Mile Road from Dequindre Road easterly to Ryan Road including concrete sidewalk, sidewalk ramp and pavement marking work; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Video recording of construction area along 13 Mile Road from Dequindre Road easterly to Ryan Road; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST at the established Federal participation ratio equal to 81.85 percent. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

Buy America Requirements (23 CFR 365.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent

effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

17. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF WARREN

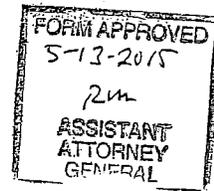
MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:

RDB
5/6



APPROVED BY:
[Handwritten Signature]
Administrator
Real Estate

5/13/15
Date

May 4, 2015

EXHIBIT I

CONTROL SECTION STU 50458
JOB NUMBER 126955A
PROJECT STP 1550(013)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$1,124,000	\$3,000	\$1,127,000

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$1,124,000	\$3,000	\$1,127,000
Less Federal Funds	<u>\$ 920,000</u>	<u>\$ -0-</u>	<u>\$ 920,000</u>
Balance	\$ 204,000	\$3,000	\$ 207,000

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

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

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

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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



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

May 21, 2015

Mr. Scott C. Stevens
City Council Secretary

RE: Request of the Engineering Division to approve Contract Modification No. 1 to City Contract P-15-593, 2015 Pavement Repairs with Zuniga Cement Construction, Inc., for increase in contract funding by \$500,000.00 and an extension of contract completion of sixty calendar days. CONSIDERATION AND ADOPTION OF A RESOLUTION

On March 31, 2015, the City of Warren and Zuniga Cement Construction, Inc. entered into a contract to perform work specified in the contract documents for Project P-15-593, 2015 Pavement Repairs.

Additional deteriorated sections of pavement exist at other locations throughout the City and additional funding is needed for repair. An increase to contract funding and extension of contract time are desired by the City for continuation of additional pavement repairs throughout the City.

Zuniga Cement Construction, Inc. has agreed to complete the additional work at the bid unit prices listed in the original contract.

It is the Engineering Division's recommendation that the Warren City Council approve the proposed funding increase and contract time extension to City Project P-15-593, 2015 Pavement Repairs as described in the attached Contract Modification No. 1, resulting in an increase to the original contract amount by \$500,000.00 and extension of contract completion time of sixty (60) calendar days.

The proposed City Council resolution authorizing approval of the contract modification has been reviewed and approved by the City Attorney. The availability of funding has been reviewed and approved by the budget director and is referenced in the resolution.

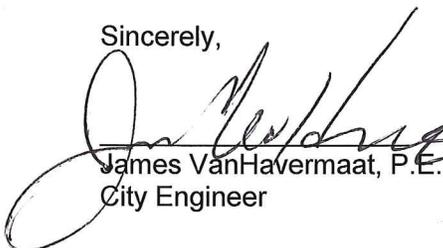
Please place this item on the next available City Council agenda for consideration.

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

Sincerely,

Read and Concurred:

Funding Approval:

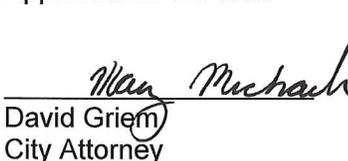

James VanHavermaat, P.E.
City Engineer

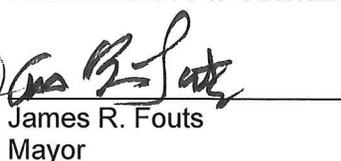

Richard Sabaugh
Public Service Director


Renee Jones-Rezak
Budget Director

Approved as to Form:

Recommended to Council:


David Griem
City Attorney


James R. Fouts
Mayor

JVH/jmr

Attachment: Contract Modification No. 1, Proposed Resolution



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

CONTRACT MODIFICATION NO. 1

DATE: May 21, 2015
CONTRACT: P-15-593, 2015 Pavement Repairs
MODIFICATION NO.: 1
TO: Zuniga Cement Construction, Inc.
22500 Ryan Road
Warren, MI 48091

NECESSITY FOR REVISION: Increase in contract funding and extension of time for repair of deteriorated sections of pavement at various locations throughout the City.

Contract Funding Increase: Contract funding increase in the amount of \$500,000.00 for additional pavement repair work at various locations throughout the City.

Contract Time Extension: In addition to the aforementioned increase in the contract amount, the contract completion time is increased by sixty (60) calendar days.

The total change in contract price due to the additional funding increase for pavement repairs is \$500,000.00, resulting in an amended contract amount of \$1,314,950.00.

The Contractor will be held to furnish all materials and labor required for the completion of work described herein, including all items incidental thereto or necessary to complete work, even though not specifically mentioned.

This document shall become an amendment to the Contract, and all provisions of the Contract will apply thereto.

The above shall be effective upon approval of the Mayor and City Council.

Accepted by: _____
for Zuniga Cement Construction, Inc. (Contractor)

Date: _____

Recommended by: 
James VanHavermaat, P.E., City Engineer

Date: 5/21/15

Approved by: Warren City Council _____ on

Date: _____

Approved by: _____
James R. Fouts, Mayor

Date: _____

Approved by: _____
Paul Wojno, City Clerk

Date: _____

**RESOLUTION TO APPROVE CONTRACT MODIFICATION NO. 1
TO CITY CONTRACT P-15-593, 2015 PAVEMENT REPAIRS
ZUNIGA CEMENT CONSTRUCTION, INC.**

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2015, at 7:00 p.m. Eastern _____ Time, in Council Chambers located at Warren Community Center Auditorium, 5460 Arden Ave., Warren, Michigan.

PRESENT: Councilpersons _____

ABSENT: Councilpersons _____

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

Zuniga Cement Construction, Inc. is under Contract to the City of Warren to perform work described within the plans and specifications titled P-15-593, 2015 Pavement Repairs.

Additional locations of deteriorated sections of concrete pavement exist at various locations throughout the City of Warren and additional funding is needed for repair.

An increase to contract funding and extension of contract time are desired by the City for continuation of pavement repair work throughout the City.

Zuniga Cement Construction, Inc. has agreed to complete the additional work at the bid unit prices listed in the original contract and funding is available in the 2011 Local Street and Road Special Revenue Fund.

It is the recommendation of the City Engineer that the attached Contract Modification No. 1 be approved as submitted, for a total increase to the project of \$500,000.00 and extending the contract completion time by sixty (60) days. Approval of this contract extension will allow repair of approximately one hundred (100) additional locations of deteriorated

concrete pavement sections in various locations throughout the City of Warren during the remainder of the 2015 construction season.

NOW, THEREFORE, IT IS RESOLVED, that the City of Warren does approve a modification to the Contract titled P-15-593, 2015 Pavement Repairs, awarded to Zuniga Cement Construction, Inc., increasing the original contract amount by \$500,000.00 and extending the contract completion time by sixty (60) days, as presented in the attached Contract Modification No. 1.

IT IS FURTHER RESOLVED, that the Mayor and Clerk of the City of Warren are hereby authorized to execute Contract Modification No. 1 to City Project P-15-593, 2015 Pavement Repairs in such form that meets with the approval of the City Attorney.

AYES: Councilpersons _____

NAYES: Councilpersons _____

RESOLUTION DECLARED ADOPTED this _____ day of _____ 2015.

SCOTT C. STEVENS
Secretary of the Council
Mayor Pro Tem

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, PAUL WOJNO, duly elected City Clerk for the City of Warren, Macomb County, Michigan, 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



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

May 18, 2015

Mr. Scott C. Stevens
City Council Secretary

RE: CONSIDERATION and ADOPTION of a RESOLUTION to Award Bid and Approve Contract for City Project WP-15-597, Suburban Drive and Newport Drive Pavement Reconstruction (ITB-W-9125) to the Low Bidder, Angelo Iafate Construction Company in the total bid amount not to exceed \$1,414,191.35, and authorizing the Mayor and Clerk to execute a Contract

Sealed bids were received and publicly read aloud on May 13, 2015, for the Suburban Drive and Newport Drive Pavement Replacement City Project WP-15-597 (ITB-W-9125). This project was publicly advertised on the Michigan Inter-Governmental Trade Network (MITN) on April 30, 2015.

The project consists of the removal and replacement of the deteriorated pavement along Suburban Drive between Stanley Drive and Adler Drive (southerly intersection) and reconstruction of approximately a 200 foot long section of Newport Drive south of 12 Mile Road. This project also includes water main replacement along Suburban Drive, storm sewer improvements, edge drain installation, ADA sidewalk ramps and restoration and all work incidental thereto.

The low bidder is Angelo Iafate Construction Company in the low bid amount of \$1,414,191.35 as can be seen in the attached tabulation of bids.

Angelo Iafate Construction Company has successfully completed similar work in the City of Warren and the surrounding Metro area.

It is the Engineering Division's recommendation that the Warren City Council award the Contract WP-15-597, Suburban Drive and Newport Drive Pavement Replacement Project to the low bidder, Angelo Iafate Construction Company in the total bid amount not to exceed \$1,414,191.35.

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

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

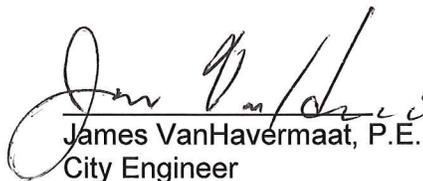
Please place this item on the next available City Council agenda for consideration.

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

Sincerely,

Read and Concurred:

Funding Approval:

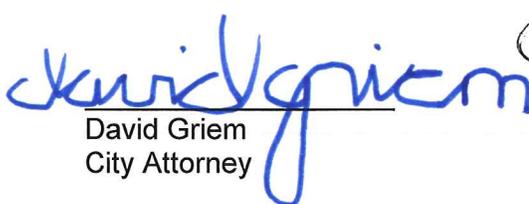

James VanHavermaat, P.E.
City Engineer

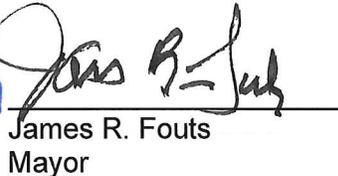

Richard Sabaugh
Public Service Director


Renee Jones-Rezak
Budget Director

Contract Form Approval:

Recommended to Council:


David Griem
City Attorney


James R. Fouts
Mayor

JVH/tgg

Attachment: Tabulation of Bids and Recommendation, City Council Resolution

**RESOLUTION TO AWARD BID AND APPROVE CONTRACT
FOR
CITY PROJECT WP-15-597
SUBURBAN DRIVE AND NEWPORT DRIVE PAVEMENT REPLACEMENT
(ITB-W-9125)**

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

PRESENT: Councilpersons _____

ABSENT: Councilpersons _____

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

On May 13, 2015, bids were received for City Project WP-15-597, Suburban Drive and Newport Drive Pavement Replacement, ITB-W-9125, pursuant to the standard sealed bid procedure.

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

The City Engineer has recommended that the contract for City Project WP-15-597, Suburban Drive and Newport Drive Pavement Replacement be awarded to the low bidder Angelo lafrate Construction Company in the total bid amount not to exceed \$1,414,191.35.

Funding is available in the 2011 Local Street Road Repairs and Replacement Special Revenue Fund (\$896,060.09), in the 2012 Water and Sewer Capital Improvement Bonds (\$495,964.41), and in the 2016 Michigan Transportation Operating Fund – Local Streets Routine Maintenance Pavement Repairs line item (\$22,166.85).

The Contract documents include the Project Drawings, the Supplemental Specifications, the Advertisement, the Proposal, the Appendix and the City of Warren form documents entitled Instructions to Bidders, Contract, Performance Bond, Payment Bond for Labor, Material and Equipment Rental, Maintenance and Guarantee Bond, Certificate of Worker's Compensation Insurance, General Conditions, Specifications for Watermain and Appurtenances, Specifications for Concrete Pavement, Specifications for Concrete Sidewalks and Drive Approaches and the Specifications for Sanitary and Storm Sewers.

THEREFORE, IT IS RESOLVED, pursuant to the recommendation of the City Engineer, that the City Council by formal motion approves the award of contract WP-15-597, Suburban Drive and Newport Drive Pavement Replacement to the low bidder Angelo lafrate Construction Company in the total bid amount not to exceed \$1,414,191.35.

IT IS FURTHER RESOLVED, that upon approval of the final contract in a form that meets with the approval of the City Attorney, together with all required insurance certificates, bonds and required documents, the Mayor and City Clerk are authorized to execute the contract with Angelo lafrate Construction Company, 26300 Sherwood, Warren, Michigan 48091 to complete City Project WP-15-597, Suburban Drive and Newport Drive Pavement Replacement, consistent with the terms of the bid for City Project WP-15-597, Suburban Drive and Newport Drive Pavement Replacement, and the City of Warren Engineering Contract Documents.

AYES: Councilpersons: _____

NAYS: Councilpersons: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2015.

SCOTT C. STEVENS
Secretary of the Council
Mayor Pro Tem



CITY ATTORNEY'S OFFICE

ONE CITY SQUARE, SUITE 400

WARREN, MI 48093-5285

(586) 574-4671

FAX (586) 574-4530

www.cityofwarren.org

May 12, 2015

Ms. Tina G. Gapshes
Civil Engineer II
City of Warren

**Re: Contract Bid Review
City Project WP 15-597
Suburban and Newport Drive Pavement Replacement**

Dear Ms. Gapshes:

Per your request, I have reviewed the proposed contract bid regarding the above referenced City project. It is approved as to form.

Sincerely,

David Griem
City Attorney

By:

A handwritten signature in cursive script that reads "Jacqueline S. Gartin (s)".

Jacqueline S. Gartin
Assistant City Attorney

Tabulation of Bids

**WP-15-597 (ITB-W-9125)
Suburban Dr & Newport Dr Pavement Reconstruction**

Bid Opening: May 13, 2015

Item	Description	Unit	Quantity	Angelo Infrate Const. 26300 Sherwood Ave Warren, MI 48091		Warren Contractors & Dev 14979 Technology Dr Shelby Twp, MI 48315		Major Cement Co. 19347 Dale Detroit, MI 48223		Pamar Enterprises, Inc. 58021 Gratiot Ave New Haven, MI 48048		Fiore Enterprises, LLC 3411 W. Fort St Detroit, MI 48216		V.I.L. Construction, Inc. 6670 Sims Drive Sterling Heights, MI 48313	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION, BONDS & INSURANCE (NOT TO EXCEED 3% OF CONSTRUCTION COST)	EA	1	\$40,000.00	\$40,000.00	\$43,000.00	\$43,000.00	\$40,000.00	\$40,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
2	AUDIO VISUAL	EA	1	\$1,500.00	\$1,500.00	\$900.00	\$900.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$1,875.00	\$1,875.00	\$1,300.00	\$1,300.00
3	TRAFFIC CONTROL DEVICES	LS	1	\$40,000.00	\$40,000.00	\$16,500.00	\$16,500.00	\$25,000.00	\$25,000.00	\$165,000.00	\$165,000.00	\$10,000.00	\$10,000.00	\$235,000.00	\$235,000.00
4	SOIL EROSION MEASURES	LS	1	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$6,500.00	\$6,500.00	\$3,500.00	\$3,500.00
5	MAINTENANCE GRAVEL	TONS	200	\$40.00	\$8,000.00	\$18.50	\$3,700.00	\$17.00	\$3,400.00	\$20.00	\$4,000.00	\$26.25	\$5,250.00	\$45.00	\$9,000.00
6	REMOVE 12" STORM SEWER	LF	148	\$35.00	\$5,180.00	\$20.00	\$2,960.00	\$15.00	\$2,220.00	\$22.00	\$3,256.00	\$15.50	\$2,294.00	\$10.00	\$1,480.00
7	REMOVE EXISTING CONCRETE PAVEMENT WITH ASPHALT OVERLAY	SYD	8,580	\$9.15	\$78,507.00	\$20.00	\$171,600.00	\$12.00	\$102,960.00	\$5.00	\$42,900.00	\$14.25	\$122,265.00	\$11.00	\$94,380.00
8	REMOVE EXISTING CONCRETE APPROACH	SFT	5,425	\$1.25	\$6,781.25	\$1.70	\$9,222.50	\$1.00	\$5,425.00	\$0.60	\$3,255.00	\$2.00	\$10,850.00	\$1.00	\$5,425.00
9	REMOVE EXISTING CONCRETE SIDEWALK AND RAMP	SFT	1,450	\$6.75	\$9,787.50	\$2.05	\$2,972.50	\$1.00	\$1,450.00	\$0.50	\$725.00	\$2.00	\$2,900.00	\$1.00	\$1,450.00
10	REMOVE DRAINAGE STRUCTURE	EA	6	\$330.00	\$1,980.00	\$280.00	\$1,680.00	\$350.00	\$2,100.00	\$550.00	\$3,300.00	\$500.00	\$3,000.00	\$600.00	\$3,600.00
11	UNDERCUT-EXCAVATE UNSUITABLE SUBGRADE MATERIAL & BACKFILL WITH 21AA AGGREGATE (CIP)	CYD	100	\$50.00	\$5,000.00	\$46.00	\$4,600.00	\$40.00	\$4,000.00	\$50.00	\$5,000.00	\$50.00	\$5,000.00	\$45.00	\$4,500.00
12	INSTALL 4' DIA CATCH BASIN	EA	4	\$2,600.00	\$10,400.00	\$2,650.00	\$10,600.00	\$2,000.00	\$8,000.00	\$4,589.00	\$18,356.00	\$1,500.00	\$6,000.00	\$4,500.00	\$18,000.00
13	INSTALL 2' DIA CATCH BASIN	EA	4	\$2,300.00	\$9,200.00	\$2,150.00	\$8,600.00	\$1,500.00	\$6,000.00	\$3,564.00	\$14,256.00	\$1,100.00	\$4,400.00	\$3,000.00	\$12,000.00
14	INSTALL ADA COMPLIANT OR STANDARD COVER FOR MANHOLE, CATCH BASIN, INLET OR GATE WELL	EA	15	\$530.00	\$7,950.00	\$245.00	\$3,675.00	\$500.00	\$7,500.00	\$450.00	\$6,750.00	\$300.00	\$4,500.00	\$700.00	\$10,500.00
15	INSTALL STANDARD FRAME FOR MANHOLE, CATCH BASIN, INLET OR GATE WELL	EA	15	\$530.00	\$7,950.00	\$340.00	\$5,100.00	\$200.00	\$3,000.00	\$450.00	\$6,750.00	\$250.00	\$3,750.00	\$700.00	\$10,500.00
16	REBUILD 2' DIA STRUCTURE	VF	3	\$290.00	\$870.00	\$210.00	\$630.00	\$175.00	\$525.00	\$350.00	\$1,050.00	\$150.00	\$450.00	\$250.00	\$750.00
17	REBUILD 4' DIA STRUCTURE	VF	1.0	\$300.00	\$300.00	\$390.00	\$390.00	\$200.00	\$200.00	\$400.00	\$400.00	\$150.00	\$150.00	\$250.00	\$250.00
18	ADJUST 2' DIA STRUCTURE	EA	6	\$760.00	\$4,560.00	\$560.00	\$3,360.00	\$500.00	\$3,000.00	\$755.00	\$4,530.00	\$450.00	\$2,700.00	\$875.00	\$5,250.00
19	ADJUST 4' DIA STRUCTURE	EA	1	\$800.00	\$800.00	\$760.00	\$760.00	\$750.00	\$750.00	\$755.00	\$755.00	\$475.00	\$475.00	\$875.00	\$875.00
20	INSTALL 12" CL IV RCP STORM SEWER	LF	104	\$72.00	\$7,488.00	\$82.00	\$8,528.00	\$70.00	\$7,280.00	\$165.00	\$17,160.00	\$68.00	\$7,072.00	\$90.00	\$9,360.00

Tabulation of Bids

**WP-15-597 (ITB-W-9125)
Suburban Dr & Newport Dr Pavement Reconstruction**

Bid Opening: May 13, 2015

Item No.	Description	Quantity	Unit	Angelo Iafraate Const. 26500 Sherwood Ave Warren, MI 48091		Warren Contractors & Dev 14979 Technology Dr Shelby Twp, MI 48315		Major Cement Co. 19347 Dale Detroit, MI 48223		Pamar Enterprises, Inc. 58021 Gratiot Ave New Haven, MI 48048		Fiore Enterprises, LLC 3411 W. Fort St Detroit, MI 48216		V.L.L. Construction, Inc. 6670 Sims Drive Sterling Heights, MI 48313	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
21	STATION GRADING SUBURBAN DRIVE	22	STA	\$3,000.00	\$67,200.00	\$3,300.00	\$78,400.00	\$3,500.00	\$78,400.00	\$5,300.00	\$123,200.00	\$4,750.00	\$106,400.00	\$5,500.00	\$123,200.00
22	STATION GRADING NEWPORT DRIVE	2.3	STA	\$4,300.00	\$9,890.00	\$3,750.00	\$8,625.00	\$3,500.00	\$8,050.00	\$8,000.00	\$18,400.00	\$4,850.00	\$11,155.00	\$7,900.00	\$17,250.00
23	INSTALL 6" CORRUGATED PLASTIC EDGE DRAIN	4,530	LF	\$16.00	\$72,480.00	\$11.65	\$52,774.50	\$17.00	\$77,010.00	\$13.00	\$58,890.00	\$12.50	\$56,625.00	\$14.00	\$63,420.00
24	INSTALL 6" THICK MDOT 21AA CRUSHED LIMESTONE BASE (C/F)	9,300	SYD	\$8.50	\$79,050.00	\$7.65	\$71,145.00	\$10.00	\$93,000.00	\$9.00	\$83,700.00	\$10.50	\$97,650.00	\$10.00	\$93,000.00
25	INSTALL CONCRETE PAVEMENT, 7" THICK, MDOT GRADE P1, NONRENF. WITH INTEGRAL CURB	7,850	SYD	\$40.50	\$317,925.00	\$43.00	\$337,550.00	\$58.00	\$455,300.00	\$40.00	\$314,000.00	\$46.50	\$365,025.00	\$42.00	\$329,700.00
26	INSTALL CONCRETE PAVEMENT PATCH, 7" THICK, MDOT GRADE P1	700	SYD	\$49.49	\$34,643.00	\$69.00	\$48,300.00	\$75.00	\$52,500.00	\$95.96	\$67,172.00	\$56.95	\$39,865.00	\$71.00	\$49,700.00
27	REMOVE AND REPLACE CONCRETE CURB & GUTTER	400	LF	\$32.00	\$12,800.00	\$57.60	\$23,040.00	\$35.00	\$14,000.00	\$44.75	\$17,900.00	\$35.00	\$14,000.00	\$25.00	\$10,000.00
28	INSTALL CONCRETE APPROACH, 6" THICK, MDOT GRADE P1	5,835	SFT	\$5.75	\$33,551.25	\$6.35	\$37,032.25	\$5.00	\$29,175.00	\$5.00	\$29,175.00	\$5.00	\$29,175.00	\$6.25	\$36,468.75
29	INSTALL CONCRETE SIDEWALK, 4"	425	SFT	\$5.00	\$2,125.00	\$5.75	\$2,443.75	\$5.00	\$2,125.00	\$5.00	\$2,125.00	\$4.25	\$1,806.25	\$6.00	\$2,550.00
30	INSTALL ADA CONCRETE SIDEWALK RAMP, 7" THICK	949	SFT	\$8.15	\$7,734.35	\$10.00	\$9,490.00	\$8.00	\$7,592.00	\$8.25	\$7,829.25	\$9.50	\$9,015.50	\$10.00	\$9,490.00
31	INSTALL A.D.A. COMPLIANT DETECTABLE WARNING DEVICE	60	LF	\$42.00	\$2,520.00	\$52.00	\$3,120.00	\$50.00	\$3,000.00	\$65.00	\$3,900.00	\$50.00	\$3,000.00	\$55.00	\$3,300.00
32	CONNECT NEW 8" WATER MAIN TO EXISTING 8" WATER MAIN	4	EA	\$4,200.00	\$16,800.00	\$2,450.00	\$9,800.00	\$2,250.00	\$9,000.00	\$3,100.00	\$12,400.00	\$3,500.00	\$14,000.00	\$3,500.00	\$14,000.00
33	INSTALL 8" CL 54 DI WATERMAIN W/WRAP	2,413	LF	\$88.00	\$212,344.00	\$95.00	\$229,235.00	\$100.00	\$241,300.00	\$112.00	\$270,256.00	\$115.00	\$277,495.00	\$93.00	\$224,409.00
34	INSTALL 8" GATE VALVE AND WELL	6	EA	\$4,100.00	\$24,600.00	\$3,825.00	\$22,950.00	\$2,800.00	\$16,800.00	\$4,080.00	\$24,480.00	\$4,500.00	\$27,000.00	\$3,100.00	\$18,600.00
35	INSTALL FIRE HYDRANT WITH VALVE AND BOX	6	EA	\$4,500.00	\$27,000.00	\$4,800.00	\$28,800.00	\$3,800.00	\$22,800.00	\$4,370.00	\$27,220.00	\$3,795.00	\$22,770.00	\$4,000.00	\$24,000.00
36	INSTALL 1" WATER SERVICE W/STOP VALVE AND BOX, LONG SIDE	38	EA	\$1,900.00	\$72,200.00	\$1,800.00	\$68,400.00	\$1,700.00	\$64,600.00	\$1,950.00	\$74,100.00	\$2,500.00	\$95,000.00	\$2,000.00	\$76,000.00
37	INSTALL 1" WATER SERVICE W/STOP VALVE AND BOX, SHORT SIDE	28	EA	\$1,000.00	\$28,000.00	\$1,020.00	\$28,560.00	\$1,250.00	\$35,000.00	\$1,080.00	\$30,240.00	\$1,100.00	\$30,800.00	\$1,550.00	\$37,800.00
38	DOWNTIME DUE TO MIS-MARKED WATER SERVICE	5	HR	\$425.00	\$2,125.00	\$400.00	\$2,000.00	\$750.00	\$3,750.00	\$550.00	\$2,750.00	\$850.00	\$4,250.00	\$100.00	\$500.00



PUBLIC SERVICE DEPARTMENT
ENGINEERING DIVISION

Tabulation of Bids

WP-15-597 (ITB-W-9125)
Suburban Dr & Newport Dr Pavement Reconstruction

Bid Opening: May 13, 2015

		EA	5	Angelo Iafate Const.		Warren Contractors & Dev		Major Cement Co.		Pamar Enterprises, Inc.		Fiore Enterprises, LLC		V.L.L. Construction, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
39	REPAIR MIS-MARKED WATER SERVICE UP TO 2" DIA	EA	5	\$770.00	\$3,850.00	\$550.00	\$2,750.00	\$1,000.00	\$5,000.00	\$55.00	\$275.00	\$850.00	\$4,250.00	\$100.00	\$500.00
40	ABANDON EX WATER MAIN & APPURTENANCES	LS	1	\$20,000.00	\$20,000.00	\$11,500.00	\$11,500.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$3,500.00	\$3,500.00
41	REPLACEMENT TREES, 1 1/2" DIA	EA	50	\$400.00	\$20,000.00	\$250.00	\$12,500.00	\$500.00	\$25,000.00	\$400.00	\$20,000.00	\$375.00	\$18,750.00	\$400.00	\$20,000.00
42	INSTALL CLASS "A" SOD	LS	1	\$65,000.00	\$65,000.00	\$42,000.00	\$42,000.00	\$15,000.00	\$15,000.00	\$1.00	\$1.00	\$45,000.00	\$45,000.00	\$60,000.00	\$60,000.00
43	INSTALL SEED AND MULCH	LS	1	\$10,000.00	\$10,000.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$1.00	\$1.00	\$24,000.00	\$24,000.00	\$2,500.00	\$2,500.00
44	MAGOMB COUNTY DEPARTMENT OF ROADS PERMIT AND INSPECTION FEE	LS	1	\$1,500.00	\$1,500.00	\$3,250.00	\$3,250.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00
45	MAGOMB COUNTY SOIL EROSION PERMIT AND INSPECTION FEE	LS	1	\$1,500.00	\$1,500.00	\$830.00	\$830.00	\$2,500.00	\$2,500.00	\$750.00	\$750.00	\$6,500.00	\$6,500.00	\$750.00	\$750.00
46	CREW DOWNTIME FOR LOCATING MIS-MARKED/ UNMARKED SERVICES OR FOR OTHER UNFORSEEN FIELD CONDITIONS	HR	10	\$425.00	\$4,250.00	\$400.00	\$4,000.00	\$750.00	\$7,500.00	\$550.00	\$5,500.00	\$850.00	\$8,500.00	\$250.00	\$2,500.00
47	REPAIR MIS-MARKED/UNMARKED WATER SERVICE	EA	5.0	\$770.00	\$3,850.00	\$550.00	\$2,750.00	\$800.00	\$4,000.00	\$55.00	\$275.00	\$850.00	\$4,250.00	\$250.00	\$1,250.00
Total Bid Amount					\$1,414,191.35		\$1,448,543.50		\$1,515,212.00		\$1,556,182.25		\$1,580,712.75		\$1,698,007.75

* Corrected by Engineer

ALTERNATE PAY ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE															
48	INSTALL 6" THICK MDOT 21AA CRUSHED CONCRETE BASE (CIP)	SYD	9,300	\$	60,450.00	\$	60,450.00	\$	8.00	\$	74,400.00	\$	8.65	\$	80,445.00	\$	9.00	\$	83,700.00



CITY CONTROLLER'S OFFICE

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

MAY 22, 2015

TO: MR. SCOTT C. STEVENS, SECRETARY, WARREN CITY COUNCIL
SUBJECT: RECOMMENDATION TO PURCHASE HALE PARTS, SERVICE, AND ANNUAL INSPECTIONS SOL-W-9108

The Purchasing Division concurs with the Fire Department and recommends that City Council split award of Hale parts, services, and annual inspections of Pierce fire engines for a two-year period to Apollo Fire Equipment Co., 12584 Romeo, MI 48065 and Cummins Bridgeway, 21810 Clessie Court, New Hudson, MI 48165 in an annual amount not to exceed \$25,000.00 in total.

The Fire Department currently owns three Pierce fire engines, which have warranties that have all expired. All fire trucks require an annual test of the fire pump system to ensure that they are operating to the proper specification. In addition, these systems require annual maintenance and/or repairs in order to keep them functioning correctly.

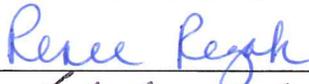
Apollo Fire Equipment Co. and Cummins Bridgeway are the only two authorized Hale dealers in the Southeast side of the State of Michigan. The City will utilize the company that is best able to perform services for the City in the most economical and timely fashion. The City will utilize Apollo for any parts needed to be sent directly to DPW.

This award, if approved by your honorable body, would commence on the official date of award by City Council.

Funds are available in the budget account 1442-86300.

Respectfully Submitted,


Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		6/1/15
Controller:		6/1/2015
MAYOR:		6/3/15

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Contact

Dealer Locator



Absolute Fire Protection

2800 Hamilton Blvd
S. Plainfield, New Jersey 07080
United States

Phone: 908-575-3600
Fax: 908-757-3616
Website: <http://www.absolutefire.com>

All American Fire

5101 US Route 22 SW
Washington Court House, Ohio 43160
United States

Phone: 740-333-6801
Fax: 740-333-6803

Antietam Fire Apparatus

P O Box 299
Funkstown, Maryland 21734
United States

Phone: 303-797-1410
Fax: 301-797-1412
Email: sales@antietamfireapparatus.com
Website:
<http://www.antietamfireapparatus.com>

Apollo Fire Equipment Co

12584 Lakeshore Dr.
Romeo, Michigan 48065
United States

Phone: 586-752-0560
Fax: 586-752-6907
Website: <http://apollofire.com>

Banner Fire Equipment

4601 Hedge Rd
Roxana, Illinois 62084
United States

Phone: 618-251-4200
Fax: 618-251-6020
Email: info@bannerfire.com
Website: <http://www.bannerfire.com>

C. W. Williams Company

574 English Road
Rocky Mount, North Carolina 27804
United States

Phone: 800-277-3473

Fax: 252-977-9241
Website: <http://www.cwilliamsfire.com>

Campbell Supply
110 Sylvania Place
South Plainfield, New Jersey 07080
United States

Phone: 732-287-8884

Carolina Cat
9000 Statesville Road
Charlotte, North Carolina 28269
United States

Phone: (800) 277-6010
Website: <http://www.carolinacat.com/evs>

Carolina Cat
40 Interstate Boulevard
Asheville, North Carolina 28806
United States

Phone: (855) 251-4250
Website: <http://www.carolinacat.com/evs>

Carolina Cat
6215 Swiggett Road
Greensboro, North Carolina 27409
United States

Phone: (800) 277-2080
Website: <http://www.carolinacat.com/evs>

Carolina Cat
2211 Morgan Mill Road
Highway 200
Monroe, North Carolina 28110
United States

Phone: (800) 277-4060
Website: <http://www.carolinacat.com/evs>

Carolina Cat
113 Watermelon Road
Statesville, North Carolina 28625
United States

Phone: (866) 228-5508
Website: <http://www.carolinacat.com/evs>

Casco Industries
P O Box 8007
Shreveport, Louisiana 71148
United States

Phone: 318-865-5107
Fax: 318-865-5187
Website: <http://www.cascoindustries.com>

Central Power Systems and Services
4501 W. Irving St
Wichita, Kansas 67209
United States

Phone: 316-943-1231
Website: <http://WWW.CPOWER.COM>

Chief Fire & Safety
Box 1214
927 S 4th St
Chickasha, Oklahoma 73023
United States

Phone: 405-224-2596
Fax: 405-224-2653
Website: <http://www.chieffire-safety.com>

Churchville Fire Equipment
340 Sanford Rd
Churchville, New York 14428
United States

Phone: 518-439-3575
Fax: 518-678-5576
Email: info@churchvillefire.com
Website: <http://www.churchvillefire.com>

Cummins Bridgeway
21810 Clessie Court
New Hudson, Michigan 48165
United States

Phone: 248-573-1600
Fax: 248-573-4015
Website:
<http://www.cumminsbridgeway.com>

DCP Emergency Equipment
335 Strauss Avenue
Marydel, 19964
United States

Phone: 302-492-1245
Website: <http://www.dcpemergency.com>

East Penn Fire & Emergency
8 Queen Avenue
Suite 140
Schuylkill Haven, Pennsylvania 17972
United States

Phone: 570-385-3280
Fax: 570-385-3287
Website: <http://www.eastpennfire.com>

Emergency Apparatus Maintenance Inc.
7512 4th Avenue
Lino Lakes, Minnesota 55014
United States

Phone: 651-786-4463
Fax: 651-786-0517
Website: <http://www.eamservice.com>

Fesco Emergency Sales
6401 Macaw Court
Elkridge, Maryland 21075
United States

Phone: 1-410-379-5353
Fax: 1-410-379-0261

Finley Fire Equipment
P O Box 149
McConnelsville, Ohio 43756
United States

Phone: 740-962-4328
Website: <http://www.finleyfire.com>

Fire & Safety Services
200 Ryan St
South Plainfield, New Jersey 07080
United States

Phone: 800400-8017
Fax: 908-412-0538

Website: <http://www.f-ss.com>

Fire Pump Specialty

P O Box 39
West, Texas 76691
United States

Phone: 254-829-2020

FIREFIGHTER TRUCKS by Jeff Wood Inc.

2050 W. Hadley Ave. Unit C
Las Cruces, New Mexico 88007
United States

Phone: 575.523.0755
Fax: 575.523.0755
Email: firefightertrucks@outlook.com
Website: <http://firefightertrucks.net/>

Fireline Inc.

725 Patrick Industrial Lane
Winder, Georgia 30680
United States

Phone: 770-868-4448
Fax: 770-868-4455

Firematic

10 Ramsay Road
East Yapank, New York 11967
United States

Phone: 631-634-3181

Firematic Supply

651 Brook St
Rocky Hill, Connecticut 06067
United States

Phone: 860-571-7372
Fax: 860-571-7377
Website: <http://www.firematic.com>

Fire-Teck

12950 County Road 411
Tyler, Texas 75706
United States

Phone: 903-881-8138
Fax: 903-881-8138

Five Star Fire

42 Wrobel Place
East Hartford, Connecticut 06108
United States

Phone: 888-777-4458 Service
Email: Sales Phone Number: 800-453-6967

Front Line Services

8588 Carter Road
Freeland, Michigan 48623
United States

Phone: 989-695-6633
Fax: 989-695-6636
Email: info@flsi.net
Website: <http://www.flsi.net>

G & W Diesel Service

892 Kansas St.
Memphis, Tennessee 38106

United States

Phone: 901-948-7625
Email: info@gwdiesel.com
Website: <http://www.gwdiesel.com>

Garrison Fire & Rescue

3334 Route 23A
P O Box 30
Palenville, New York 12463
United States

Phone: 518-678-2281
Email: sales@garrisonfire.com
Website: <http://www.garrisonfire.com>

Glick Fire Equipment co

P O Box 69
Smoketown, Pennsylvania 17576
United States

Phone: 717-299-4120
Website: <http://www.glickfire.com>

Greenwood Emergency Vehicles

530 John Dietsch Blvd
North Attleboro, Massachusetts 02763
United States

Phone: 508-695-7196
Fax: 508-699-6842
Website: <http://www.greenwoodev.com>

Chris Champagne (RSM)

Greenwood Emergency Vehicles

Maine Fire Apparatus Division
19 Summer Street
Brunswick, Maine 04011
United States

Phone: 207-650-8803
Fax: 207-729-4727
Email: cchampagne@greenwoodev.com
Website: <http://www.greenwoodev.com>

Gulf Coast Emergency Vehicles

9550 North Loop East
Houston, Texas 77029
United States

Phone: 713-580-8131
Fax: 713-580-8136

Hall-Mark Fire Apparatus

3431 NW 27th Avenue
OCALA, Florida 34475
United States

Phone: 352-629-6305
Fax: 352-629-2018
Email: info@hall-markfire.com

Halo Service Company

9 Jackson Ave
Collingdale, Pennsylvania 19023
United States

Phone: 610-237-0619
Fax: 610-237-0146
Email: info@halofleetservice.com
Website: <http://www.halofleetservice.com>

Har-Rob Fire Apparatus Service

5089 Whirlybird Lane
East Syracuse, New York 13057

United States

Phone: 315-422-0730
Fax: 315-422-9073

Hendrickson Fire & Rescue Equipment
1026 East Jericho Turnpike
Huntington Station, New York 11746
United States

Phone: 631-424-8354

Hi Tech EVS
P O Box 1616
Oakdale, California 95361
United States

Phone: 209-847-3042
Fax: 209-847-2110
Website: <http://www.hitechevs.com>

Honesdale Fire Equipment
140 Grandview Ave
Honesdale, Pennsylvania 18431
United States

Phone: 570-253-5037
Fax: 570-253-7785
Email: info@honesdalefireequip.com
Website:
<http://www.honesdalefireequip.com>

Hoosier Fire Equipment Inc.
4009 Montdale Park Dr.
Valparaiso, Indiana 46383
United States

Phone: 219-462-1707
Fax: 219-464-0293
Website: <http://www.hoosierfire.com>

Hoosier Fire Equipment Inc.
3863 N. Commercial Parkway
Greenfield, Indiana 46140
United States

Phone: (888) 436-6075
Email: indy@hoosierfire.com
Website: <http://www.hoosierfire.com>

**Kaler Motor Co. LLC / Kaler Fire
Equipment Sales**
2880 Bergey Road
Suite U
Hatfield, Pennsylvania 19440
United States

Phone: 215-997-3665
Fax: 215-997-3667
Website: <http://www.kalermotorco.com>

Kaza Fire Equipment
155 Lovell Ave
Ebensburg, Pennsylvania 15931
United States

Phone: 814-472-8650
Website: <http://www.kazafire.com>

KME West
5400 E. Jurupa Street
Ontario, California 91761
United States

Phone: 909-937-3326

M.E.S. Municipal Emergency Services

P O Box 656
Southbury, Connecticut 06488
United States

Phone: 203-364-0620

**METRO FIRE APPARATUS
SPECIALISTS - ARLINGTON**

1121 STURGEON COURT
SUITE 115
ARLINGTON, Texas 76001
United States

Phone: 817-467-0911
Fax: 817-375-1775
Website: <http://WWW.MFAS.COM>

**METRO FIRE APPARATUS
SPECIALISTS - S. HOUSTON**

514 MICHIGAN
SOUTH HOUSTON, Texas 77587
United States

Phone: 713-475-2411
Fax: 713-475-2428
Website: <http://WWW.MFAS.COM>

Montgomery County Fire & Rescue

Fleet Section
14935 B Southlawn Lane
Rockville, Maryland 20850
United States

Phone: 1-240-777-2485
Fax: 1-240-777-2499

Nassau Fire Apparatus Service

120 Otis Street
Babylon, New York 11704
United States

Phone: 631-789-2205
Fax: 631-789-9354

Nicholas Fire

1564 Route 9G
Hyde Park, New York 12538
United States

Phone: 845-229-6041

North American Fire

1515 West Moulton St
Decatur, Alabama 35601
United States

Phone: 256-353-7100

P & G Emergency Equipment

13382 State Hwy 8
Titusville, Pennsylvania 16354
United States

Phone: 814-827-2011
Fax: 814-827-2118

Pete's Equipment Repair

1400 Broadway NE
Albuquerque, New Mexico 87102
United States

Phone: 1-505-242-6969
Fax: 1-505-242-4156

Rapid Fire Services
1465 Old Orchard Street
West Harrison, New York 10604
United States

Phone: 888-588-6976
Email: info@rapidfireservices.com

Reliance Equipment
1500 Riverside Dr
Vassalboro, Maine 04989
United States

Phone: 207-626-0075

Rennerts Fire Equipment Service
615 E. John Street
Markesan, Wisconsin 53946
United States

Phone: 800-236-8234
Fax: 920-398-8026
Website: <http://www.rennerts.com>

Rush Truck Center
900 Expo Drive
Smyrna, Tennessee 37167
United States

Phone: 615-220-7777
Fax: 615-220-7625

Slagle Fire Equipment
1100 Bill Tuck Highway
South Boston, Virginia 24592
United States

Phone: 803-791-4555
Fax: 803-739-2327

Slagles Fire Equipment
1818 Old Dunbar Rd
West Columbia, South Carolina 29172
United States

Phone: 803-791-4555
Fax: 803-739-2327

South Coast Emergency Vehicle Services
2020 S. Baker Ave
Ontario, California 91761
United States

Phone: 909-930-2278
Fax: 909-930-5258

South Florida Emergency Vehicles
10080 Intercom Dr.
Fort Meyers, Florida 33913
United States

Phone: 1-239-267-5300
Fax: 1-239-590-9246
Email: Gloria@sflev.com

Southern Fire Service & Sales
229 Confederate Ave
Jasper, Georgia 30143
United States

Phone: 800-293-1972
Fax: 706-253-0019
Email:
randy.willoughby@southernfireservice.com
Website:
<http://www.southernfireservice.com>

Southland Fire & Safety

1918 S. Southland Ave
Gonzales, Louisiana 70737
United States

Phone: 225-621-3473
Website: <http://www.southlandfire.com>

Sunbelt Fire Apparatus

8050 McGowin Drive
Fairhope, Alabama 36532
United States

Phone: 800-642-8484
Fax: 251-928-9933
Website: <http://sunbeltfire.com>

Sutphen Corp

700 Columbus Marysville Rd
Amlin, Ohio 43002
United States

Phone: 614-889-1005
Fax: 614-889-0841
Website: <http://www.sutphen.com>

Tasc Fire Apparatus

427 Whitehead Ave
Suite #2
South River, New Jersey 08882
United States

Phone: 732-257-8096
Fax: 732-257-1338

Ten-8 Fire Equipment Company

2904 59th Avenue Drive East
Bradenton, Florida 34203
United States

Phone: 516-458-5744
Fax: 941-756-2598
Email: info@ten8fire.com
Website: <http://www.ten8fire.com>

Towers Fire Apparatus

502 S. Richland St
Freeburg, Illinois 62243
United States

Phone: 618-539-3863
Fax: 618-539-4850
Website: <http://www.towersfa.com>

Toynes Fire Truck

East Main, Box 16
Breda, Iowa 51436
United States

Phone: 712-673-2328
Fax: 712-673-2200

Twin Lights Milford Body Shop

4775 Mercantile Ave
Milford, Connecticut 06460
United States

Phone: 203-878-8534

Fax: 203-874-3864
Website: <http://www.twin-lights.com>

United Fire Equipment Co
335 N 4th Ave
Tucson, Arizona 85705
United States

Phone: 520-622-3639
Fax: 520-622-3991
Website: <http://unitedfire.net>

United Fire Service inc.
715 100th St. SE, Suite C1
Everett, Washington 98208
United States

Phone: 425-710-9190
Fax: 425-710-9179

Valley Power Systems
425 South Hacienda Blvd
Industry, California 91745
United States

Phone: 626-333-1243

Vest's Sales and Service
1157 Stonewall Road
Check, Virginia 24072
United States

Phone: 540-651-3911
Fax: 540-651-6717
Website: <http://www.vestsales.com>

West Shore Fire Repair
6620 Lake Michigan Drive NW
Allendale, Michigan 49401
United States

Phone: 616-895-4347
Fax: 616-895-7799
Website: <http://www.westshorefire.com>

May 20, 2015



WARREN FIRE DEPARTMENT

23295 Schoenherr
Warren, MI 48089
(586) 756-2800
www.cityofwarren.org

Craig Treppa
Purchasing Agent

Re: SOL-W-91108-Hale Parts, Service and Annual Inspections.

Craig,

The Fire Department requests, with Council approval, the award of SOL-W-9118 to Apollo Fire Equipment and Cummins Bridgeway for the annual inspection and/or repairs for Hale fire pumps that are installed on our entire fleet of fire engines. Currently the four (4) Sutphen fire engines are under warranty for their fire pumps, however, our remaining fleet of three (3) Pierce fire engines have no warranties. All fire trucks require an annual testing of the fire pump system to ensure that they operate within required pumping specifications. Additionally, these systems require annual maintenance and/or repairs to ensure that maintain their ability to pump water as needed in fire emergencies. The DPW department currently uses Apollo Fire Equipment for warranty service on our Sutphen pumpers and for the purchase of all non-warranted parts for our Hale pumps. Hale manufacturing has authorized Apollo Fire as the sole authorized parts distributor fore their Hale fire pump system. Hale pumps have authorized both Apollo Fire Equipment and Cummins Bridgeway as authorized service centers for the repair of their fire pump systems. It is the expectation of DPW department that will spend up to \$25,000.00 annually for the inspection, repair and replacement parts inclusive of labor costs on an annual basis. It is the intention of the DPW department to send our trucks to the facility that is best able to perform the work needed on a scheduled and emergency basis conforming to our maintenance schedule.

Therefore, the Fire Department, with the concurrence of the DPW department, is requesting that Apollo Fire Equipment and Cummins Bridgeway be recognized as authorized dealers to perform warranty and non-warranty inspection and repair work on our Hale fire pumps and that Apollo Fire Equipment be recognized as the sole source provider of Hale parts for the fire pumps on our fleet of fire engines for a two (2) year period coinciding with the expiration of their current award.

The DPW department budgets funds for these type expenditures in account #1442-86300.

Professionally,
A handwritten signature in black ink that reads "Wilburt McAdams".

Wilburt McAdams
Fire Commissioner

WM:mh

RESOLUTION

Document No: SOL-W-9108

Product or Service: Hale Parts, Service, & Annual Inspections

Requesting Department: Fire

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2015 at 7 p.m. Eastern Daylight Saving Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

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

Upon performing a diligent inquiry, the Fire Commissioner has determined that it is necessary in the interests of the Fire Department, DPW, and the City, to acquire Hale parts, equipment, service, annual inspections, and repairs for its Pierce fire engine fleet (3 vehicles).

Apollo Fire Equipment Co., 12584 Lakeshore Drive, Romeo, MI 48065 and Cummins Bridgeway, 21810 Clessie Court, New Hudson, MI 48165 are the only two Hale authorized parts and service providers in Southeast Michigan.

IT IS RESOLVED, that Hale parts, services, and annual inspections be awarded to Apollo Fire Equipment Co. and Cummins Bridgeway for parts, service, and annual inspections for a two year period in an annual amount not to exceed \$25,000.00 in total. This award shall commence upon the official date of approval by City Council.

IT IS ALSO RESOLVED that the City will utilize Apollo Equipment Co. for any parts needed to be sent directly to the Department of Public Works (DPW).

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

Funds are available in account number: 1442-86300

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

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, PAUL WOJNO, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies 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



CITY CONTROLLER'S OFFICE

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

June 2, 2015

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

Re: Proposed Resolution Requesting an Increase in Budgeted Revenues and Appropriations for the Police Department, Pursuant to Memorandum of Understanding 2015 Byrne Justice Assistance Grant (JAG)

Dear Sir:

The Police Department has indicated a need for an increase in budgeted revenues and appropriations in the amount of \$52,685.00 to account for the receipt of a Byrne Memorial Justice Assistance Grant that works jointly with the County of Macomb. The Federal funds will be used to update computers, software, and jail consoles, and for administrative and training costs.

A copy of an amending budget resolution is attached for Council action. The resolution also approves the Memorandum of Understanding relating to the grant administration and terms.

Respectfully,

Renee Rezak
Budget Director

Approved: 
James R. Fouts, Mayor

cc: Rob Maleszyk
Jere Green

RESOLUTION AMENDING FISCAL 2015 BUDGET AND APPROVING

MEMORANDUM OF UNDERSTANDING FOR 2015 BYRNE JUSTICE ASSISTANCE GRANT

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan held June 9, 2015, at 7:00 o'clock p.m. Eastern _____ Time in the Council Chambers at the Warren Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Council Members _____

ABSENT: Council Members _____

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

The budget for fiscal year July 1, 2014 to June 30, 2015 was adopted by Council on May 13, 2014.

The Police Department has indicated a need to this Council for an increase in budgeted revenues and appropriations in the amount of \$52,685.00 to account for the prospective receipt of a Byrne Memorial Justice Assistance Grant (JAG) in conjunction with the County of Macomb to update computers, software, and jail consoles, and for administrative and training costs.

THEREFORE, IT IS 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 \$52,685.00.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Increase Revenues:</u>		
101-080-56645	2015 Byrne JAG	<u>\$52,685.00</u>
<u>Increase Appropriations:</u>		
1301-98474	2015 Byrne JAG Expenses	<u>\$52,685.00</u>

IT IS 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 \$52,685.00, to account for the prospective grant funds pursuant to the proposed Memorandum of Understanding 2015 Byrne Justice Assistance Grant (JAG).

IT IS FURTHER RESOLVED, that the Mayor and Clerk are authorized to execute the Memorandum of Understanding with the County of Macomb relating to the 2015 Byrne Justice Assistance Grant, in such form that meets with the satisfaction of the City Attorney.

AYES: Council Members _____

NAYS: Council Members _____

RESOLUTION DECLARED ADOPTED this 9th day of June, 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 June 9, 2015.

PAUL WOJNO
City Clerk

**MEMORANDUM OF UNDERSTANDING
2015
BYRNE JUSTICE ASSISTANCE GRANT (JAG)**

This Memorandum of Understanding is entered into between the County of Macomb, One S. Main Street, 9th Floor, Mt. Clemens, MI 48043, the City of Warren, One City Square, Warren, MI, 48093.

Recitals

- A. The parties have received information that federal funding is available through the Edward Byrne Memorial Justice Assistance Grant for use in law enforcement and Community Corrections programs.
- B. The Byrne Memorial Grant requires that jurisdictions certified as disparate must submit a joint application for the aggregate of funds allocated to them.
- C. Macomb County and Warren have been certified as a disparate jurisdiction and, therefore, must submit a joint application.
- D. The application for the grant funds requires that the parties execute a Memorandum of Understanding indicating who will serve as the applicant and fiscal agent for the grant funds.

Therefore, the parties agree as follows:

- 1. The parties designate Macomb County as the applicant and fiscal agent for the 2015 Byrne Justice Assistance Grant Program Award.
- 2. As fiscal agent, Macomb County agrees to distribute the funds in accordance with the program narrative attached to the grant application and perform any financial reporting or other activities required by the grant.
- 3. This Memorandum of Understanding confers no rights or remedies on any third party other than the parties to this Memorandum of Understanding.
- 4. Macomb County will indemnify and hold harmless Warren, their officers, agencies, and employees from any liabilities for any loss or damage to any person or property arising out of the acts or omissions of Macomb County Contractor relating to the services provided to be provided under the terms of the grant agreement.

Nothing contained in this agreement shall be construed as a waiver of any governmental immunity on the part of Macomb County, its officers, or employees as provided by statute or court decision.

- 5. The parties can amend this Memorandum of Understanding only by a written document signed by all parties.

**MEMORANDUM OF UNDERSTANDING
2015
BYRNE JUSTICE ASSISTANCE GRANT (JAG)**

6. This Memorandum of Understanding contains the entire agreement of the parties.
7. AWARD DISTRIBUTION TO EACH UNIT OF LOCAL GOVERNMENT AND THE PURPOSES FOR WHICH THE FUNDS WILL BE USED.

As part of a "disparate" group designated by the U.S. Department of Justice, Macomb County and the city of Warren are jointly applying for \$75,719 for crime prevention and control activities. The following describes how each of the partnering agencies will use the funds:

County of Macomb - Macomb County Community Corrections will use the \$11,517 funds to provide support for offenders with substance use issues through their jail diversion program.

The Macomb County Sheriff's Office will utilize \$11,517 for the purchase and installation of equipment for their mobile computer terminals in their patrol cars.

City of Warren- The city of Warren Police Department will utilize \$51,105 to update computers, software, and updated jail consoles which will allow for a line of vision from the control room to the jail booking area. Three percent (\$1,580) of the funds will be used for administrative costs such as attending conferences/training.

Macomb County Finance Department will track all draw downs and grant expenditures separately from other federal funding using their Integrated Financial and Administrative Solution (IFAS) program.

**MEMORANDUM OF UNDERSTANDING
2015
BYRNE JUSTICE ASSISTANCE GRANT (JAG)**

County of Macomb

Al Lorenzo, Assistant County Executive
Macomb County Executive Office

Dated: _____

**MEMORANDUM OF UNDERSTANDING
2015
BYRNE JUSTICE ASSISTANCE GRANT (JAG)**

City of Warren

James R. Fouts
Mayor

Dated: _____

Paul Wojno
City Clerk

Dated: _____



CITY CONTROLLER'S OFFICE

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

May 28, 2014

TO: MR. SCOTT C. STEVENS, SECRETARY, WARREN CITY COUNCIL
SUBJECT: RECOMMENDATION TO AWARD MEMBERSHIP USAGE OF THE COURTS AND LAW ENFORCEMENT MANAGEMENT INFORMATION SYSTEM (CLEMIS) THROUGH THE OAKLAND COUNTY TREASURER'S OFFICE SOL-W-8985.

The Purchasing Department concurs with the Police Department and recommends that City Council waive the bidding procedure and authorize additional funding for the current membership (July 1, 2014 through June 30, 2015) for the Courts and Law Enforcement Management Information System (CLEMIS) to the sole source provider, Oakland County Treasurer's Office, Cash Accounting – Building 12E, 1200 North Telegraph Road, Pontiac, MI 48341 in the amount of \$9,159.75.

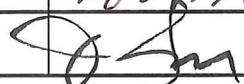
On June 10, 2014, your honorable body approved a one year membership of the CLEMIS system to the Police Department for the period July 1, 2014 through June 30, 2015. At the time of City Council approval, the Police Department could only estimate the total annual cost for this membership. City Council approved the award for an amount not to exceed \$140,000.00. The actual cost for this membership amounted to \$149,159.75. Thus, this recommendation is being made to increase the "not to exceed" amount by \$9,159.75.

The CLEMIS system is vital in the facilitation of the department's computer aided dispatch system. The system organizes and relays run information for the Police and Fire Departments from the CAD to the in-car computers. In addition, CLEMIS facilitates the department's access to the Law Enforcement Information Network (LEIN) which, allows officers to check the status of individual's driver licenses and outstanding warrants. The system is also responsible for the e-ticket system, e-crash reports, mug photos and the LiveScan system which digitally records fingerprints into the state-wide and country-wide fingerprint data base.

The necessary funds are available in the Police Contractual Account 1301-80100.

Respectfully Submitted,


Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		6/1/15
Controller:		6/1/2015
MAYOR:		6-3-15



WARREN POLICE DEPARTMENT

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

May 26, 2015

Mr. Craig Treppa
Purchasing Agent

Dear Mr. Treppa:

The Warren Police Department pays CLEMIS on a quarterly basis for the period of July 1, 2014 through June 30, 2015. On June 10, 2014, City Council approved the **estimated** annual cost not to exceed \$140,000.00 for CLEMIS. The usage fees varied in the last 3 quarters causing us to go over the estimated allocation. We also pay Leads Online, the pawn shop transaction management program, through CLEMIS which saves the department a substantial amount of money. Therefore, we went over our **estimated** annual cost of \$140,000.00 and are requesting a re-encumbrance of \$9,159.75 to cover the remaining costs for this budget year.

The necessary funds are available in the Police contractual account #1301-80100.

Respectfully submitted,

A handwritten signature in black ink, appearing to be "DB" with a stylized flourish.

Dan Beck, Captain
ADMINISTRATIVE SERVICES BUREAU

RESOLUTION

Document No: SOL-W-8985

Product or Service: Oakland County CLEMIS – Increase Not To Exceed Amount

Requesting Department: Police

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 Police Captain *Dan Beck* has determined that it is necessary in the interests of the *Warren Police Department* and the City, to acquire the CLEMIS system to facilitate the Police Department's computer aided dispatch system from a sole source. The CLEMIS system organizes and relays information for the Police and Fire Departments from the CAD to the in-vehicle computers. In addition, CLEMIS facilitates the department's access to the Law Enforcement Information Network (LEIN), which allows officers to check the status of individual's driver licenses and outstanding warrants.

The Oakland County Treasurer's Office, Cash Accounting Building 12E, 1200 North Telegraph Road, Pontiac, MI 48341 has been selected as the sole source provider for Records management and CAD System Facilitator.

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

Funds are available in account number: 1301-80100

On June 10, 2014 City Council approved an award for a period of one year of CLEMIS membership through the Oakland County Treasurer's Office in an amount not to exceed \$140,000.00. The Police Department estimated that the cost would be approximately \$140,000.00. The actual cost is \$149,598.75. This resolution is to approve the increase in the "Not To Exceed Amount" needed for the CLEMIS membership for the period of July 1, 2014 through June 30, 2015.

IT IS RESOLVED, that additional funding for the sole source purchase through Oakland County CLEMIS is hereby accepted by City Council for the one (1) year period beginning July 1, 2014 through June 30, 2015 in an amount of \$9,159.75. Thus, the total amount paid for this one year membership will be \$149,159.75.

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:

- Contract
- Resolution

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

AYES: Councilmembers: _____

NAYS: Councilmembers: _____



CITY CONTROLLER'S OFFICE

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

JUNE 1, 2015

TO: MR. SCOTT C. STEVENS, SECRETARY, WARREN CITY COUNCIL
SUBJECT: AWARD OF CLOSED QUARTERS BATTLE (CQB) TRAINING TO SOLE SOURCE PROVIDER;
NORTHERN RED, LLC., (FORMERLY INVICTUS ALLIANCE GROUP, INC; SOL-W-9197

The Purchasing Division concurs with the Police Department and recommends that City Council waive the bid process and award Closed Quarters Battle (CQB) Training to the sole source provider, Northern Red, LLC., 9 Lakewood Court, Whispering Pines, NC 28327 in the amount of \$25,989.70.

The Metro Macomb SWAT team, via the City of Warren, has been approved by UASI, State of Michigan Department of Homeland Security for a 2014 HSGP Urban Areas Security Initiative Training Grant to train thirty (30) members of the Macomb SWAT team in marksmanship specific to primary and secondary weapons. The members will also be trained in close quarter combat, which includes movement, decision making and movement with opposition.

This company has been used by the FBI's Special Response Team and numerous other state, local, and federal Response Teams. Their real-world expertise offers members of the Macomb SWAT team a rare opportunity to improve their skill sets and ultimately assist the communities they serve.

This is a three (3) day custom course that will be attended by representatives of each of the seven (7) communities that are part of the Macomb SWAT Team (Center Line, Clinton Township, Eastpointe, Roseville, St. Clair Shores, Sterling Heights, and Warren).

Funds are available in the 2014 UASI Training Expense Account: 1301-98473 and will be fully reimbursed by the 2014 HSGP Urban Areas Security Initiative Training Grant.

Respectfully submitted,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		6/1/15
Controller:		6/1/15
MAYOR:		6/3/15



May 6, 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:

Northern Red, LLC., is a U.S. based, Service-Disable Veteran owned Small Business founded by former US Army Special Operations veterans.

Over this 3 day custom course, their instructors will teach marksmanship essential for SWAT teams and their operations specific to our primary and secondary weapons. These techniques are and have been in use by the United States Special Forces Groups, these instructors have been part of this culture for past 15 years and continue to train active duty Special Forces groups including but not limited to SEAL Team 18. Instructors further bring their expertise in close quarter combat which includes movement, decision making and movement with opposition. This type of training is exactly what SWAT operators do and deal with on each mission. Northern Red has been used by the FBI's Special Response Team and numerous other states, local and federal Response Teams. Their real world expertise and leadership offers limited numbers of members from Metro Macomb SWAT which includes operators from the City of Warren Police Department an incredibly rare opportunity to improve their skill sets and ultimately assist the communities they serve. Further, techniques learned at this training will then be used through out the 7 departments involved in Metro Macomb SWAT to assist their officers in making similar improvements since most SWAT operators are instructors at their departments.

The cost of this 3 day custom course is \$25,989.70, \$866.32 per officer with 30 officers attending. The funds used to provide this training have been approved by UASI, State of Michigan and Department of Homeland Security to be fully reimbursed.

For the above stated reasons, the Warren Police Department and Metro Macomb SWAT are recommending Northern Red as a sole source provider, due to no other organizations offering the same level of training staff and subject matter.

If you have any questions please call me at 586-574-4825.

Sincerely,

Dan Beck, Captain
ADMINISTRATIVE SERVICES BUREAU

DB/jcd

RESOLUTION

Document No: SOL-W-9197

Product or Service: Closed Quarters Battle Training (QCB)

Requesting Department: Police

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 Police Commissioner has determined that it is necessary in the interests of the Police Department and the City, to participate in Closed Quarters Battle (CQB) Training.

The Metro Macomb SWAT team, via the City of Warren, has been approved by UASI, State of Michigan Department of Homeland Security for a 2014 HSGP Urban Areas Security Initiative Training Grant to train thirty (30) members of the Macomb SWAT team in marksmanship specific to primary and secondary weapons. The members will also be trained in close quarter combat, which includes movement, decision making and movement with opposition.

Northern Red, LLC., 9 Lakewood Court, Whispering Pines, NC 28327 (formerly Invictus Alliance Group, Inc.), has been used by the FBI's Special Response Team and numerous other state, local, and federal Response Teams. Their real-world expertise offers members of the Macomb SWAT team a rare opportunity to improve their skill sets and ultimately assist the communities they serve.

This is a three (3) day custom course that will be attended by representatives of each of the seven (7) communities that are part of the Macomb SWAT Team (CenterLine, Clinton Township, Eastpointe, Roseville, St. Clair Shores, Sterling Heights, and Warren).

Northern Red, LLC. has been selected as the sole source provider for CQB Training.

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

Funds are available in the 2014 UASI Training Expense Account: 1301-98473 and will be fully reimbursed by the 2014 HSGP Urban Areas Security Initiative Training Grant.

IT IS RESOLVED, that the sole source purchase though Norhtern Red, LLC. is hereby accepted by City Council to conduct CQB Training in an amount not to exceed \$25,989.70.

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



CITY CONTROLLER'S OFFICE

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

MAY 22, 2015

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

SUBJECT: RECOMMENDATION TO AWARD EMAIL SERVICES SOL-W-9195

The Purchasing Department concurs with the Information Systems Department and recommends that City Council waive the bidding process and authorize a one(1) year membership (June 27th, 2015 through June 26th, 2016) for Office 365 Email services through the Microsoft Corporation, P.O. Box 842103, Dallas, TX 75284-2103 in the annual amount not to exceed \$13,386.00.

The City utilizes Office 365 Email services through the Microsoft Corporation. This recommendation is to furnish email services to all City employees with the exception of the Police Department, which utilizes a separate email service.

Microsoft is the sole source vendor for this product. They are now offering special discount pricing to local governments, which will result in a \$1,300.00 savings for the City over the next twelve months.

The City utilizes two types of plans; the EOP1 and Kiosk. The EOP1 plan is a bit more robust than the Kiosk plan. The type of plan is dictated by the needs of each City employee. The plan distribution breakdown is attached for your review.

The necessary funds are available in the following Accounts:

City Staff	1258-80100	\$ 8,520.00
Library	9271-80100	\$ 1,686.00
Fire Department	1336-80100	\$ 3,180.00
Total:		<u>\$13,386.00</u>

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		6/1/15
Controller:		6/1/2015
MAYOR:		6.3.15



INFORMATION SYSTEMS

ONE CITY SQUARE, SUITE 420
WARREN, MI 48093-5288
(586) 574-4618
FAX (586) 574-4614
www.cityofwarren.org

May 18, 2015

To: Purchasing Department
Subject: Office 365 Email

I am requesting that we purchase/renew email services from Microsoft Corporation in the amount of \$13,386.00 for the following locations/departments:

City Hall/Information Systems - 1258-80100

EOP1 Plan- 55 users at \$3.50 per month for 12 months = \$2,310.00
Kiosk Plan- 345 users at \$1.50 per month for 12 months = \$6,210.00
Total Amount for Fiscal Year = \$8,520.00

Library – 9271-80100

EOP1 Plan – 23 users at \$3.50 per month for 12 months = \$966.00
Kiosk Plan – 40 users at \$1.50 per month for 12 months = \$720.00
Total Amount for Fiscal Year = \$1,686.00

Fire Department – 1336-80100

EOP1 Plan – 20 users at \$3.50 per month for 12 months = \$840.00
Kiosk Plan – 130 users at \$1.50 per month for 12 months = \$2,340.00
Total Amount for Fiscal Year = \$3,180.00

We applied for and received the local government discount directly through Microsoft. We have 2 types of accounts. EOP1 and Kiosk.

Microsoft offers the City special government pricing of \$42.00 for EOP1 Plan and \$18.00 for Kiosk Plan per mailbox per year. The current costs are \$48.00 for EOP1 and \$23.28 respectively. This reduction in cost will result in a \$1300.00 savings for this new fiscal year. This covers the period of June 27, 2015 through June 26, 2016

Microsoft is a sole source provider, as we are unable to procure this product/service through any other vendor.

Thank You for your assistance in this matter.

A handwritten signature in blue ink that reads "Keith Williams".

Keith Williams – IS Manager

RESOLUTION

Document No: (SOL-W-9195)
Product or Service: Office 365 Email Service
Requesting Department: Information Systems

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 Information Systems Manager has determined that it is necessary in the interests of the City, to acquire Office 365 Email Services from The Microsoft Corporation. The City utilizes Office 365 as their Email service. Microsoft is the sole source provider for this service. They offer local governments special discounted pricing for their EOP1 and Kiosk Email Plans. The EOP1 plan (\$3.50 per month, per user) is a bit more robust than the Kiosk plan (\$1.50 per month, per user). The type of plan given to each employee is dictated by the needs of each employee.

The Microsoft Corporation, P.O. Box 842103, Dallas, TX, 75284-2103 has been selected as the sole source provider for Office 365 Email.

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

Funds are available in the following account numbers:

1258-80100 - \$	8,520.00	(55 EOP1 Plans and 345 Kiosk Plans)
9271-80100 - \$	1,686.00	(23 EOP1 Plans and 40 Kiosk Plans)
1336-80100 - \$	<u>3,180.00</u>	(20 EOP1 Plans and 130 Kiosk Plans)
Total:	<u>\$13,386.00</u>	

IT IS RESOLVED, that the sole source purchase though The Microsoft Corporation is hereby accepted by City Council for a one (1) year period commencing on June 27, 2015.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

- Contract
- Resolution

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

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2015.

 SCOTT C. STEVENS
 Secretary of the Council
 Mayor Pro Tem



CITY CONTROLLER'S OFFICE

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

JUNE 1, 2015

TO: MR. SCOTT C. STEVENS, SECRETARY OF WARREN CITY COUNCIL
SUBJECT: AWARD OF BID ITB-W-9192 FOR PURCHASE OF CARDIOVASCULAR EXERCISE MACHINES

The Purchasing Division concurs with the Parks and Recreation Department and recommends that City Council split an award to purchase Cardiovascular Exercise Machines for the Warren Community Center to the low responsible and cost-effective bidders: Direct Fitness Solutions, 600 Tower Road, Mundelein, IL 60060 in the net amount of \$15,580.00 and All Pro Exercise, 45255 Five Mile Road, Plymouth, MI 48170 in the net amount of \$25,200.00, for a grand total award amount of \$40,780.00 when factoring in trade-in allowances.

On Wednesday, May 20, 2015 at 1:00 PM sealed bids were publicly opened for Bid ITB-W-9192; Cardiovascular Exercise Machines for the Warren Community Center. Bids were solicited through BidNet® (MITN). Three (3) vendors responded with bids, two of which also submitted alternate bids. Their bids are summarized on the attached bid tabulation forms submitted for your review.

Direct Fitness Solutions was the low responsible and cost effective bidder for the following;

ITEM	DESCRIPTION	QTY	TOTAL NET COST	LESS TRADE-IN	TOTAL COST
1A	Freemotion t11.8 Treadmill	4	\$17,980.00	(\$2,400.00)	\$15,580.00
TOTAL RECOMMENDED AMOUNT FOR DIRECT FITNESS:					\$15,580.00

All Pro Exercise (Bid B) was the low responsible and cost effective bidder for the following;

ITEM	DESCRIPTION	QTY	TOTAL NET COST	LESS TRADE-IN	TOTAL COST
1B	Octane Pro4700 Elliptical	2	\$ 8,560.00	(\$ 1,500.00)	\$ 7,060.00
1C	Octane XR6000 Seated Elliptical	2	\$ 7,560.00	(\$ 1,500.00)	\$ 6,060.00
1D	Matrix U5x Upright Bike	2	\$ 4,590.00	(\$ 700.00)	\$ 3,890.00
1E	NuStep T4r Recumbent Stepper	2	\$ 8,190.00	No Trade-In	\$ 8,190.00
TOTAL RECOMMENDED AMOUNT FOR ALL PRO EXERCISE:					\$25,200.00

JUSTIFICATION:

ITEM 1A – Matrix T5x Treadmills or equal (qty. 4).

Direct Fitness Solutions was the low bidder with a per unit cost of \$4,495.00 for the equivalent product, the Freemotion t11.8, and a trade-in of \$600.00 for each of the four existing Matrix T5x Treadmills. The total net cost equals \$15,580.00.

ITEM 1B – Octane Pro4700 Elliptical or equal (qty. 2).

All Pro Exercise was the low responsible and cost effective bidder with a unit cost of \$4,280.00 and a trade-in of \$750.00 for each of the two existing Octane Pro4700 Ellipticals. The total net cost equals \$7,060.00.

ITEM 1C – Octane XR6000 Seated Elliptical or equal (qty.2).

All Pro Exercise was the low responsible and cost effective bidder with a unit cost of \$3,780.00 and a trade-in of \$750.00 for each of the two existing Octane Pro4700 Ellipticals. The total net cost equals \$6,060.00.

ITEM 1D – Matrix U5x Upright Bike or equal (qty.2).

All Pro Exercise was the low responsible and cost effective bidder with a unit cost of \$2,295.00 and a trade-in of \$350.00 for each of the two existing Matrix U5x Upright Bikes. The total net cost equals \$3,890.00.

Fitness Things (Bid B) quoted an alternate product for the upright bike. However, it is not iPod compatible, does not have the personal fan and their light commercial model does not meet the City's specification.

ITEM 1E – NuStep T4r Recumbent Stepper or equal (qty.2).

All Pro Exercise was the low responsible and cost effective bidder with a unit cost of \$4,095.00. There is not trade-in equipments for this item. The total net cost equals \$8,190.00.

Funds for this purchase are available in the following account;

2016 Parks and Recreation Equipment Account: 9208-98411.

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:	<i>Renee Regak</i>	6/1/15
<i>assent.</i> Controller:	<i>Deanna L. Clark</i>	6/1/15
MAYOR:	<i>[Signature]</i>	6/13/15

BID SUMMARY

City of Warren
 One City Square
 Warren MI 48093

BID: ITB-W-9192
 Bid Opening Date: 5/20/2015
 Department: Parks & Rec

Product or Service: **CARDIOVASCULAR EXERCISE MACHINES**

BIDDER	TERMS	TOTAL PURCHASE PRICE (12 MACHINES)	LESS TOTAL TRADE-IN OFFER (12 MACHINES)	TOTAL NET COST FOR 12 MACHINES
ALL PRO EXERCISE - BID A	NET 45	\$ 49,728.00	(\$7,100.00)	\$ 42,628.00
ALL PRO EXERCISE - BID B	NET 45	\$ 48,420.00	(\$7,100.00)	\$ 41,320.00
DIRECT FITNESS SOLUTIONS	NET 30	\$ 51,310.00	(\$5,500.00)	\$ 45,810.00
FITNESS THINGS, INC. - BID A	NET 45	\$ 32,160.00	(\$2,500.00)	\$ 29,660.00
FITNESS THINGS, INC. - BID B	NET 45	\$ 31,560.00	(\$2,500.00)	\$ 29,060.00

**ALL PRO EXERCISE - BID A
BID DETAIL**

City of Warren One City Square Warren MI 48093	BID: ITB-W-9192 DUE DATE: 5/20/2015 DEPARTMENT: PARKS & REC
Product or Service: CARDIOVASCULAR EXERCISE MACHINES	

ITEM 1: PURCHASE PRICE					
ITEM	DESCRIPTION OF REQUESTED MACHINES	QTY	QUOTED PRODUCT	UNIT COST	EXTENDED COST
1A	Commercial Treadmill, Matrix T5x or equal	4	Matrix T5x with 900 Mhz	\$ 4,880.00	\$ 19,520.00
1B	Octane Pro4700 Elliptical or equal	2	Octane Pro4700 with 900 Mhz	\$ 4,280.00	\$ 8,560.00
1C	Octane XR6000 Seated Elliptical or equal	2	Octane XR6000	\$ 3,780.00	\$ 7,560.00
1D	Matrix U5x Upright Bikes or equal	2	Matrix U5x Upright Bike	\$ 2,295.00	\$ 4,590.00
1E	NuStep T4r Recumbent Stepper or equal	2	SciFit Rex 7001 with 900 Mhz	\$ 4,749.00	\$ 9,498.00
ITEM 1 TOTAL:					\$ 49,728.00

ITEM 2: TRADE-IN				
ITEM	DESCRIPTION OF REQUESTED MACHINES	QTY	RE-PURCHASE PRICE PER UNIT	EXTENDED RE-PURCHASE PRICE
2A-2D	Treadmill Matrixs T5x	4	(\$850.00)	(\$3,400.00)
2E-2F	Octane Pro4700 Elliptical	2	(\$750.00)	(\$1,500.00)
2G-2H	Octane Pro4700 Elliptical	2	(\$750.00)	(\$1,500.00)
2I-2J	Matrix U5x Upright Bike	2	(\$350.00)	(\$700.00)
ITEM 2 TOTAL:				(\$7,100.00)

SUMMARY	
TOTAL ITEM 1: PURCHASE PRICE	\$ 49,728.00
TOTAL ITEM 2: TRADE-IN	(\$7,100.00)
NET GRAND TOTAL:	\$ 42,628.00

**ALL PRO EXERCISE - BID B
BID DETAIL**

City of Warren One City Square Warren MI 48093	BID: ITB-W-9192 DUE DATE: 5/20/2015 DEPARTMENT: PARKS & REC
Product or Service: CARDIOVASCULAR EXERCISE MACHINES	

ITEM 1: PURCHASE PRICE					
ITEM	DESCRIPTION OF REQUESTED MACHINES	QTY	QUOTED PRODUCT	UNIT COST	EXTENDED COST
1A	Commercial Treadmill, Matrix T5x or equal	4	Matrix T5x with 900 Mhz	\$ 4,880.00	\$ 19,520.00
1B	Octane Pro4700 Elliptical or equal	2	Octane Pro4700 with 900 Mhz	\$ 4,280.00	\$ 8,560.00
1C	Octane XR6000 Seated Elliptical or equal	2	Octane XR6000	\$ 3,780.00	\$ 7,560.00
1D	Matrix U5x Upright Bikes or equal	2	Matrix U5x Upright Bike	\$ 2,295.00	\$ 4,590.00
1E	NuStep T4r Recumbent Stepper or equal	2	SciFit StepOne 01 with 900 Mhz	\$ 4,095.00	\$ 8,190.00
ITEM 1 TOTAL:					\$ 48,420.00

ITEM 2: TRADE-IN				
ITEM	DESCRIPTION OF REQUESTED MACHINES	QTY	RE-PURCHASE PRICE PER UNIT	EXTENDED RE-PURCHASE PRICE
2A-2D	Treadmill Matrixs T5x	4	(\$850.00)	(\$3,400.00)
2E-2F	Octane Pro4700 Elliptical	2	(\$750.00)	(\$1,500.00)
2G-2H	Octane Pro4700 Elliptical	2	(\$750.00)	(\$1,500.00)
2I-2J	Matrix U5x Upright Bike	2	(\$350.00)	(\$700.00)
ITEM 2 TOTAL:				(\$7,100.00)

SUMMARY	
TOTAL ITEM 1: PURCHASE PRICE	\$ 48,420.00
TOTAL ITEM 2: TRADE-IN	(\$7,100.00)
NET GRAND TOTAL:	\$ 41,320.00

**DIRECT FITNESS SOLUTIONS
BID DETAIL**

City of Warren
One City Square
Warren MI 48093

BID: ITB-W-9192
DUE DATE: 5/20/2015
DEPARTMENT: PARKS & REC

Product or Service: CARDIOVASCULAR EXERCISE MACHINES

ITEM 1: PURCHASE PRICE

ITEM	DESCRIPTION OF REQUESTED MACHINES	QTY	QUOTED PRODUCT	UNIT COST	EXTENDED COST
1A	Commercial Treadmill, Matrix T5x or equal	4	Freemotion f11.8	\$ 4,495.00	\$ 17,980.00
1B	Octane Pro4700 Elliptical or equal	2	Precor EFX 815	\$ 4,950.00	\$ 9,900.00
1C	Octane XR6000 Seated Elliptical or equal	2	SciFit REX7000	\$ 4,495.00	\$ 8,990.00
1D	Matrix U5x Upright Bikes or equal	2	Precor UBK 815	\$ 2,525.00	\$ 5,050.00
1E	NuStep T4r Recumbent Stepper or equal	2	SciFit StepOne SONE03	\$ 4,695.00	\$ 9,390.00
ITEM 1 TOTAL:					\$ 51,310.00

ITEM 2: TRADE-IN

ITEM	DESCRIPTION OF REQUESTED MACHINES	QTY	RE-PURCHASE PRICE PER UNIT	EXTENDED RE-PURCHASE PRICE
2A-2D	Treadmill Matrixs T5x	4	(\$600.00)	(\$2,400.00)
2E-2F	Octane Pro4700 Elliptical	2	(\$700.00)	(\$1,400.00)
2G-2H	Octane Pro4700 Elliptical	2	(\$700.00)	(\$1,400.00)
2I-2J	Matrix U5x Upright Bike	2	(\$150.00)	(\$300.00)
ITEM 2 TOTAL:				(\$5,500.00)

SUMMARY

TOTAL ITEM 1: PURCHASE PRICE	\$	51,310.00
TOTAL ITEM 2: TRADE-IN		(\$5,500.00)
NET GRAND TOTAL:	\$	45,810.00

**FITNESS THINGS, INC. - BID A
BID DETAIL**

City of Warren One City Square Warren MI 48093	BID: ITB-W-9192 DUE DATE: 5/20/2015 DEPARTMENT: PARKS & REC
Product or Service: CARDIOVASCULAR EXERCISE MACHINES	

ITEM 1: PURCHASE PRICE					
ITEM	DESCRIPTION OF REQUESTED MACHINES	QTY	QUOTED PRODUCT	UNIT COST	EXTENDED COST
1A	Commercial Treadmill, Matrix T5x or equal	4	Cybex 525T	\$ 4,345.00	\$ 17,380.00
1B	Octane Pro4700 Elliptical or equal	2	Cybex 625AT	\$ 5,145.00	\$ 10,290.00
1C	Octane XR6000 Seated Elliptical or equal	2	No Bid		\$ -
1D	Matrix U5x Upright Bikes or equal	2	Cybex 525C	\$ 2,245.00	\$ 4,490.00
1E	NuStep T4r Recumbent Stepper or equal	2	No Bid		\$ -
ITEM 1 TOTAL:					\$ 32,160.00

ITEM 2: TRADE-IN				
ITEM	DESCRIPTION OF REQUESTED MACHINES	QTY	RE-PURCHASE PRICE PER UNIT	EXTENDED RE-PURCHASE PRICE
2A-2D	Treadmill Matrixs T5x	4	(\$250.00)	(\$1,000.00)
2E-2F	Octane Pro4700 Elliptical	2	(\$250.00)	(\$500.00)
2G-2H	Octane Pro4700 Elliptical	2	(\$250.00)	(\$500.00)
2I-2J	Matrix U5x Upright Bike	2	(\$250.00)	(\$500.00)
ITEM 2 TOTAL:				(\$2,500.00)

SUMMARY	
TOTAL ITEM 1: PURCHASE PRICE	\$ 32,160.00
TOTAL ITEM 2: TRADE-IN	(\$2,500.00)
NET GRAND TOTAL:	\$ 29,660.00

**FITNESS THINGS, INC. - BID B
BID DETAIL**

City of Warren One City Square Warren MI 48093	BID: ITB-W-9192 DUE DATE: 5/20/2015 DEPARTMENT: PARKS & REC
Product or Service: CARDIOVASCULAR EXERCISE MACHINES	

ITEM 1: PURCHASE PRICE					
ITEM	DESCRIPTION OF REQUESTED MACHINES	QTY	QUOTED PRODUCT	UNIT COST	EXTENDED COST
1A	Commercial Treadmill, Matrix T5x or equal	4	SportsArt T655	\$ 4,945.00	\$ 19,780.00
1B	Octane Pro4700 Elliptical or equal	2	SportsArt E845	\$ 3,845.00	\$ 7,690.00
1C	Octane XR6000 Seated Elliptical or equal	2	No Bid		\$ -
1D	Matrix U5x Upright Bikes or equal	2	SportsArt C545U	\$ 2,045.00	\$ 4,090.00
1E	NuStep T4r Recumbent Stepper or equal	2	No Bid		\$ -
ITEM 1 TOTAL:					\$ 31,560.00

ITEM 2: TRADE-IN				
ITEM	DESCRIPTION OF REQUESTED MACHINES	QTY	RE-PURCHASE PRICE PER UNIT	EXTENDED RE-PURCHASE PRICE
2A-2D	Treadmill Matrixs T5x	4	(\$250.00)	(\$1,000.00)
2E-2F	Octane Pro4700 Elliptical	2	(\$250.00)	(\$500.00)
2G-2H	Octane Pro4700 Elliptical	2	(\$250.00)	(\$500.00)
2I-2J	Matrix U5x Upright Bike	2	(\$250.00)	(\$500.00)
ITEM 2 TOTAL:				(\$2,500.00)

SUMMARY	
TOTAL ITEM 1: PURCHASE PRICE	\$ 31,560.00
TOTAL ITEM 2: TRADE-IN	(\$2,500.00)
NET GRAND TOTAL:	\$ 29,060.00



PARKS AND RECREATION

5460 ARDEN
WARREN, MI 48092
(586) 268-8400
www.cityofwarren.org

6.1.15

TO: Mr. Craig Treppa, Purchaser
SUBJECT: AWARD OF ITB-W-9192 CARDIOVASCULAR EXERCISE MACHINES

The Recreation Department, recommends that ITB-W-9192 CARDIOVASCULAR EXERCISE MACHINES be awarded to the lowest qualified bidders, All Pro Exercise, 24166 Haggerty Rd., Farmington Hills, MI 48335 in the amount of \$25,200.00 and Direct Fitness Solutions, 600 Tower Road, Mundelein, IL 60060 in the amount of \$15,580.00.

Fitness Things did not meet the specs for the following reasons;

Fitness Things quoted an alternate for the upright bike, SportsArt C545u, which is their light commercial model and does not meet our specs, it also lacks the personal fan and is not ipod compatible.

Funds for this purchase are available in the proposed 2016 Parks and Recreation ^{EQUIPMENT} ~~contractual services~~ 9208- ~~93711~~ in the amount of \$40,780.00.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "H. Bowman", written over a horizontal line.

Henry Bowman
Director

RESOLUTION

Document No: ITB-W-9192

Product or Service: Cardiovascular Exercise Equipment

Requesting Department: Parks & Recreation

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 _____.

Sealed bids were accepted, publicly opened and read on May 20, 2015 at 1 p.m.

The following bids have been received by City Council:

BIDDER:

AMOUNT:

Please see attached bid tabulation

The bids of Direct Fitness Solutions, 600 Tower Road, Mundelein, IL (for Item 1A) and All Pro Exercise, 45255 Five Mile Road, Plymouth Township, MI 48170 (for Items 1B-1E) have been determined to be the low responsible and cost-effective bids for award to purchase cardiovascular equipment for the Warren Community Center. Each vendor has offered to purchase existing cardiovascular equipment as trade-in to offset the cost to the City (please see attached bid tabulation).

Funds are available in the following accounts;

2015 Parks and Recreation Equipment Account: 9208-98411 (\$40,780.00)

IT IS RESOLVED, that the bids of Direct Fitness Solutions (Item 1A) and All Pro Exercise (Items 1B, 1C, 1D, 1E) are hereby accepted by City Council.

IT IS FURTHER RESOLVED, that Direct Fitness Solutions shall agree to accept trade-in equipment for Item 1A (qty. 4 Matrix T5x Treadmills), per the amounts listed on the attached bid tabulation sheets. In addition, All Pro Exercise agrees to accept trade-in equipment for Items 1B-1D (qty. 4 Octane Pro4700 Ellipticals and qty. 2 Matrix U5x Upright Bikes), per the amounts listed on the attached bid tabulation sheets.

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: 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 22, 2015

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

SUBJECT: AWARD OF BID ITB-W-9171; FURNISHING REFUSE COLLECTION VEHICLE

The Purchasing Division concurs with the Sanitation Division and recommends that City Council award Bid ITB-W-9171 for furnishing one (1) 2016 Mack GU813 Cab/Chassis with one (1) Heil Body to the low responsible and cost effective bidder, Wiegand Mack, 37580 Mound Road, Sterling Heights, MI 48310, in the total amount of \$224,800.00.

On Wednesday, March 25, 2015, at 1:00 PM sealed bids were publicly opened for Bid ITB-W-9171 for furnishing one (1) 2016 Mack GU813 Cab/Chassis with one (1) Heil Body. The bid was posted on the BidNet® (MITN) system. Two (2) vendors responded with bids, which are summarized on the attached bid tabulation submitted for your review.

Bell Equipment Company submitted a lower priced bid than the recommended bidder. However, Bell Equipment's offer did not meet the City's specification for the camel back spring suspension system, nor did it meet the specification for the double frame rails.

Wiegand Mack's bid was determined to meet the City's specification. The cab/chassis will be a 2016 Mack GU813 with a Heil Power Track Commercial Plus Body.

Just as the City has chosen to utilize Freightliner as the ideal choice for the City's salt and plow equipment, the City has also determined that its Sanitation Division is best served by using Mack Chassis and Heil bodies. Although the Freightliner, which was offered by Bell Equipment Company, is adequate for most uses, the Sanitation Division firmly believes that because of the suspension on the Mack GU813, being supplied by Wiegand Mack, the vehicle will be more durable as years go by. The purchase through Wiegand Mack will keep the Sanitation fleet consistent, which will allow services to be completed in a more timely manner. In addition, the City will also be saving on parts inventory costs.

The agreement comes with the following warranties;

- 5-year Allison transmission – unlimited miles, parts and labor.
- 5-year engine – 150,000 miles Bronze Package
- 5-year chassis – 250,000 miles – Plan B
- 5-year exhaust aftertreatment system – 150,000 miles
- 5-year electrical ea harness – 150,000 miles – EA Harness

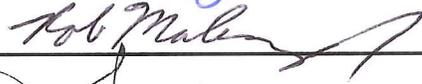
The estimated delivery time will be one hundred and twenty (120) days from receipt of a City Purchase Order.

Funds for these purchases are available in the Sanitation Vehicle Account 9226-98100.

Respectfully Submitted,



Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		6/1/15
Controller:		6/1/2015
MAYOR:		6.3.15

BID SUMMARY

City of Warren 1 City Square Warren MI 48093	BID: ITB-W-9171 Bid Opening Date 3/25/2015 Department Sanitation
Product or Service: Body, Cab & Chassis for Refuse Collection Vehicle	

BIDDER	TERMS	UNIT PRICE BODY	UNIT PRICIE CAB & CHASSIS	EXTENDED PRICE
BELL EQUIPMENT CO.	NET 30	\$ 96,600.00	\$ 114,000.00	\$ 210,600.00
WIEGAND MACK SALES & SERVICE, INC.	NET 45	\$ 96,600.00	\$ 128,200.00	\$ 224,800.00

CITY OF WARREN
DIVISION OF SANITATION

INTER - OFFICE CORRESPONDENCE

DATE: May 21, 2015
TO: Craig Treppa, Purchasing Agent
SUBJECT: BID # ITB-W-9171 SANITATION REFUSE COLLECTION VEHICLE

After reviewing the bids for a refuse collection truck, I recommend we accept the bid from Wiegand Mack. The bid is for a Mack GU813 Cab & Chassis with a Heil Power Track Commercial Plus Packer at the price of \$224,800.00.

In 2005 the City of Warren consolidated the Sanitation fleet to Mack Chassis and Heil bodies. To stay consistent with that practice, we will ask the City Council accept the second lowest bidder, but the only qualified bidder, from Wiegand Mack for \$224,800.00.

In the bid specifications we asked to have a camel back spring suspension system, which is not being supplied by Freightliner. We also asked in our specifications to have double frame rails, which also is not being provided by Freightliner. Even though we feel that Freightliner is adequate for most uses, because of the suspension, the Mack GU813 Granite truck is a more durable long capability. We have chosen Freightliner to be our truck for salting and plowing and we will continue in the practice of Mack and Heil for refuse equipment, and Freightliner Chevy 3500 for our snow equipment to consolidate our fleet and save on parts and costs.

Wiegand Mack is located at 37580 Mound Road, Sterling Heights, MI 48310, 586/977-8200.

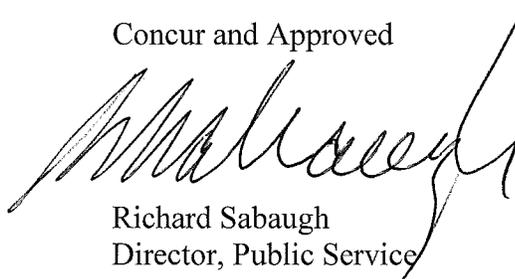
Funds are available in account 9226-98100. Please contact me if your have any questions.

Respectfully Submitted



Gus Ghanam
Superintendent

Concur and Approved



Richard Sabaugh
Director, Public Service

RESOLUTION #ITB-W-9171

**SANITATION REFUSE COLLECTION VEHICLE (CAB, CHASSIS & BODY)
REQUESTING DEPARTMENT: SANITATION**

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2015, at 7:00 o'clock p.m. Eastern _____ Time, in Council Chambers located at Warren Community Center Auditorium, 5460 Arden Ave, Warren, Michigan.

PRESENT : Councilmembers _____

ABSENT : Councilmembers _____

The following preamble and resolution were offered by Councilmember _____

And supported by Councilmember _____

Sealed bids were accepted, publicly opened and read on March 25, 2015 at 1:00 p.m.

The following bids have been received by City Council:

<u>BIDDER:</u>	<u>AMOUNT:</u>
----------------	----------------

Please see attached bid tabulation

The bid from Wiegand Mack, 37580 Mound Road, Sterling Heights, MI 48310 has been determined to be the lowest qualified bid for the Sanitation Refuse Collection Vehicle.

Funds are available in account number: 9226-98100.

IT IS RESOLVED, that the award of bid to Wiegand Mack is hereby accepted by City Council.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the bid document and in such form that meets with the satisfaction of the City Attorney if review is required.



JAMES R. FOUTS - MAYOR

WATER DIVISION
ONE CITY SQUARE, SUITE 420
WARREN, MI 48093-5288
(586) 759-9200
www.cityofwarren.org

Thomas C. Pawelkowski
Superintendent

May 26, 2015

To: Scott Stevens
City Council Secretary
Mayor Pro Tem

Re: Fees for Delinquent Account Collections

Dear Mr. Stevens:

I am requesting subject item be placed on the City Council agenda at the earliest possible opportunity.

The basis for this request is:

1. The need for a more assertive collection effort was recognized and ordered by the Current City Council to address the increasing liability of unpaid uncollected water bills.
2. Since this decision the Water Division has responded and reduced the unpaid "Lien Transfer" unpaid water bill liability from approximately \$3 million for 2012 to \$720,000 for 2014. A significant reduction of 76%.
3. Many new internal procedures and practices had to be developed concurrently to address a more robust collection process within the Water Division. This has been accomplished and the attached "Punch List" is illustrative of this effort.
4. The operational cost associated with sustaining this collection effort is very significant and must be absorbed by those who cause the delinquent water bill collections. Approximately 12% of the City's water accounts are delinquent. Allowing the collection costs to be absorbed within the City's water rate structure is unfair to those customers who pay their water bills on time.
5. Currently the only fees applied to collecting a delinquent account is a \$40.00 turn on fee after the water services were turned off for failure to respond to collection notices. This fee was set prior to the year 2000 and is insufficient to cover the cost to collect delinquent accounts.

May 26, 2015

Re: Punch List – Delinquent Collections Activity

- Determine collection selection criteria
 - \$ amount
 - Number of accounts
 - Run BS&A Shut Off Wizard to finalize accounts
- Audit list – remove current Payment Arrangement Accounts & LTA Accounts
- Prepare delinquent notification letter
- Finalize list and e-mail “E-file” to DivDat
- Prepare and mail collections Notices -DivDat
- Assist those clients who need “Payment Plans”
- Manage the “Payment Plans”
 - Respond to all inquiries by either phone or visits
 - Prepare shut off notices - Failed “Payment Plans”
 - Prepare work order
 - Prepare “Red Notice Door Hanger” shut off tag
- Prepare “Dispatch List” for the shut off schedule
- Service technician delivers notice
 - Shut off service if no customer response
- Payment received after shutoff
 - Radio turn on request to service technician
- Respond to any “Stop Box” Tampering – Unauthorized restoration of water service


Prepared By: T. Pawelkowski, Water Division Superintendent

RESOLUTION
WATER AND SEWER DIVISION
Fees for Delinquent Account Collections

A 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: Councilmember _____

Absent: Councilmember _____

The following resolution was offered by Councilmember _____

and supported by Councilmember _____

Currently the only fees applied to collecting a delinquent water account is a \$40.00 turn on fee after the water services were turned off for failure to respond to collection notices. This fee was set prior to the year 2000 and is insufficient to cover the cost to collect delinquent accounts.

The Water and Sewer Division recommends the following fee schedule be approved to pursue and collect any unpaid delinquent water bills.

- Notice of Delinquency Collection.....\$5.00
- Water Service Restoration.....\$70.00

THEREFORE, IT IS RESOLVED, that the City of Warren resolves that the above fee schedule is adopted for the collection of Unpaid Delinquent Water Bills.

AYES: Councilmember _____

NAYS: Councilmember _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2015

SCOTT C. STEVENS
Secretary of the Council
Mayor Pro Tem

CERTIFICATION

STATE OF MICHIGAN)
)SS.
COUNTY OF MACOMB)

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

PAUL WOJNO
City Clerk



May 22, 2015

WARREN POLICE DEPARTMENT

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

Honorable James R. Fouts
Mayor, City of Warren

RE: REQUEST FOR CITY OF WARREN APPROVAL AND ADOPTION OF MACOMB COUNTY HAZARD MITIGATION PLAN

Dear Mayor Fouts:

The Office of Macomb County Emergency Management, in conjunction with various jurisdictions in Macomb County and the Michigan State Police Emergency Management Division, has developed a county hazard mitigation plan. The plan was developed based on guidelines provided by the Federal Emergency Management Agency (FEMA) and the Michigan State Police Emergency Management Division. The purpose of the plan is to reduce--and in some cases even eliminate or prevent--the impact that a natural, technological, or weapons of mass destruction event may have on the county.

The content of the plan currently meets all state and federal guidelines and has been accepted by both agencies. The plan has been approved by the Macomb County Board of Commissioners and requires approval and adaptation by each local municipality in order to be fully compliant and recognized as the official county hazard mitigation plan.

According to federal law, any municipality in Michigan void of a hazard mitigation plan by June 1, 2015 will not be eligible to receive any type of hazard mitigation or flood mitigation funding assistance. As the city's Emergency Management Coordinator, I am requesting this plan be approved and adopted by your office and the City Council as the hazard mitigation plan for Warren. Thank you for your consideration in this matter.

Sincerely,

Brendan Brosnan, Sergeant
EMERGENCY MANAGEMENT DIVISION

Endorsement:

Jere Green
POLICE COMMISSIONER

Read and Concur:

James R. Fouts
MAYOR, CITY OF WARREN

ORDINANCE NO. 80-_____

AN ORDINANCE TO AMEND CHAPTER 37 OF THE CODE OF ORDINANCES OF THE CITY OF WARREN RELATING TO TRAFFIC AND MOTOR VEHICLES

THE CITY OF WARREN ORDAINS:

SECTION 1. That Chapter 37, Article I, entitled Michigan Vehicle Code and Uniform Traffic Code, Section 37-8 of the Code of Ordinances of the City of Warren, Michigan, **WHICH PRESENTLY READS** as follows:

Sec. 37-8. Vehicle removed by police.

The police department or a governmental agency designated by the police department may provide for the removal of a vehicle from public or private property to a place of safekeeping at the expense of the registered owner of the vehicle in any of the following circumstances in addition to all circumstances specified in the Motor Vehicle Code (specifically, M.C.L. 257.252d(1)).

- (1) If the vehicle is not removed by the owner or occupant of a premises within forty- eight (48) hours after the police department or designated building official attaches a written notice pursuant to M.C.L. 257.252a(1).
- (2) If the vehicle has an improper plate attached to the car pursuant to M.C.L. 257.256 or if the vehicle has a false, stolen, or counterfeit plate attached pursuant to M.C.L. 257.257
- (3) If the vehicle is operated by an unqualified driver.

IS HEREBY AMENDED TO READ AS FOLLOWS:

Sec. 37-8. Vehicle removed by police.

The police department or a governmental agency designated by the police department may provide for the removal of a vehicle from public or private property to a place of safekeeping at the expense of the registered **last titled**

owner of the vehicle in any of the following circumstances in addition to all circumstances specified in the Motor Vehicle Code (specifically, M.C.L. 257.252 d(1)). **et seq. as amended.**

- (1) If the vehicle is not removed by the owner or occupant of a premises within forty- eight (48) hours after the police department or designated building official attaches a written notice pursuant to M.C.L. 257.252a(1).
- (2) If the vehicle has an improper plate attached to the car pursuant to M.C.L. 257.256 or if the vehicle has a false, stolen, or counterfeit plate attached pursuant to M.C.L. 257.257.
- (3) If the vehicle is operated by an unqualified driver.

SECTION 2. That Chapter 37, Article III, entitled Wreckers, Sections 37-551 through 37-590 the Code of Ordinances of the City of Warren, Michigan,

WHICH PRESENTLY READS:

ARTICLE III. WRECKERS

DIVISION 1. GENERALLY

Sec. 37-551. Definitions.

The following words and phrases, when used in this article, shall have the meanings respectively ascribed to them.

Abandoned vehicle means a vehicle which has remained on public property or private property for a period of forty-eight (48) hours after a police agency or other governmental agency designated by the police agency has affixed a written notice to the vehicle.

Emergency towing means the towing, carrying, pushing, or otherwise transporting for a fee any motor vehicle, disabled in any manner, from any road, street or freeway in the city or from the scene of any accident.

Standard tow, for rate purposes only, means the removal of any wrecked, disabled or abandoned vehicle from the traveled portion or berm of a highway by a service truck or a single crane tow truck and towing to any location within a five-mile radius. A standard tow shall include the removal of all debris from the street.

Towing list means a list maintained by the police department containing the names of those wreckers authorized by city council and licensed by the city

to respond to requests for the towing of vehicles made by the police department.

Wrecker means a person engaged in the business of, or offering services of, a vehicle wrecker or towing service, whereby disabled motor vehicles are or may be towed or otherwise removed from one (1) place to another by the use of a motor vehicle adapted to and designated for that purpose.

Sec. 37-552. Duties of licensee.

All wrecker licenses under this article shall be issued subject to the following conditions:

- (1) *Markings.* All emergency towing vehicles and wreckers shall bear the name and address of the owner in letters painted on the vehicle not less than three (3) inches in height on each side of the vehicle. A licensed wrecker plate shall at all times be prominently displayed on the rear of each wrecker or other vehicle used for towing purposes. Vehicles used for towing purposes shall not display the words "police towing" or other similar language which indicates the vehicle is owned or operated by the police department.
- (2) *Equipment.* Wrecker owners shall keep and maintain towing equipment which is adequate to perform such towing service in a reasonably workmanlike manner. All emergency towing vehicles and wreckers shall be equipped with warning lights required under state law and have working two-way communications radio equipment on the same frequency as a base station located at a point where calls are received. It shall be unlawful, however, for towing vehicles to be equipped with police scanners or other devices capable of monitoring police calls, or for any such equipment to be utilized in anticipation of a call for service.
- (3) *Rate schedule.* No person performing towing or storage service on behalf or direction of a Warren Police Officer on such wrecked or disabled vehicles or abandoned vehicles shall charge fees in excess of the following standard rates:
 - a. Towing rates:
 - i. Standard tow\$ 100.00
 - ii. Vehicle in excess of 10,000 pounds175.00
 - iii. Vehicle in excess of 60,000 pounds275.00
 - iv. Straight trucks140.00
 - v. Tractor/trailer, empty225.00
 - vi. Tractor/trailer, loaded275.00
 - vii. Dolly or flatbed charge, when needed45.00
 - viii. Hourly labor rate45.00
 - ix. Mileage charge—included in tow chargen/a

- x. Administrative fee25.00
 - xi. Speedy dry or road aid—included in labor chargen/a
- b. Daily storage rates:
- i. Motorcycles and cars15.00
 - ii. Straight trucks15.00
 - iii. Tractor/trailer25.00
 - iv. Boats/motor homes 22 feet or less15.00
 - v. Boats/motor homes over 22 feet25.00
 - vi. Storage of vehicle over 10,000 pounds25.00
- c. An additional fifteen (15) percent may be charged for services rendered on any Sunday or legal holiday.
- (4) *Liability.* The wrecker owner shall assume all responsibility for all liability and shall indemnify and hold the city harmless from such liability for damages (or any loss to vehicles or contents while being towed or stored due to theft, vandalism or other damage), and for all personal injuries occurring to any of the wrecker owner's employees or other persons. The wrecker owner shall have a sign placed in a conspicuous place at the entrance of the storage facility stating that the wrecker owner assumes all liability for any loss to the vehicles or contents while being towed or stored due to theft, vandalism or other damage that may occur while the vehicle is in its possession.
- (5) *Records.* The police department shall maintain an approved records and claim check system to assure release of vehicles to the rightful owner or authorized person.
- (6) *Storage of towed vehicles.* All vehicles towed at the request of the police department must be dropped and stored at a secured storage lot zoned in accordance with the provisions of section 17.02(5) of the zoning ordinance and which storage lot has been granted site plan approval pursuant to section 22.16 of the zoning ordinance.

Sec. 37-553. Release of abandoned vehicles from storage.

Person picking up abandoned vehicle must show valid driver's license and vehicle title/registration.

The owner of an abandoned vehicle, the representative of the owner, or the secured party twenty (20) days after notice was sent to the owner who did not redeem the vehicle or request a hearing, may claim the vehicle from storage in the following manner:

- (1) The owner of an abandoned vehicle, the representative of an owner, or the secured party twenty (20) days after notice was sent to the owner who did not redeem the vehicle or request a hearing, shall proceed to the towing agency and present proof of ownership to the agency storing the abandoned vehicles.
- (2) The agency shall advise the owner of an abandoned vehicle, the representative of the owner, or the secured party the amount that must be paid for towing and storage fees.
- (3) The owner of abandoned vehicle, the representative of the owner, or a secured party twenty (20) days after notice was sent to the owner who did not redeem the vehicle or request a hearing, shall pay the towing fee directly to the agency who did tow the abandoned vehicle.
- (4) The owner of the abandoned vehicle, the representative of the owner, or a secured party twenty (20) days after notice was sent to the owner who did not redeem the vehicle or request a hearing, shall pay the storage fee directly to the custodian of the vehicle.
- (5) Upon the presentation of proof of ownership and payment of permissible charges for towing and storage, no person shall refuse to release promptly and willingly any vehicle which is claimed by any owner or his or her representative or a secured party twenty (20) days after notice was sent to the owner who did not redeem the vehicle or request a hearing.

Sec. 37-554. Release of police authorized and other towed vehicles.

- (a) The owner of a vehicle towed and stored at the request of the police department may claim the vehicle from storage as follows:
 - (1) Provided there is no hold on the vehicle, the owner may obtain release of the vehicle from storage upon presentation of proof of ownership and payment of the towing and storage fees to the agency storing the vehicle.
 - (2) In order for the owner of a vehicle which has a police department hold on it to obtain release of the vehicle from storage, the owner must obtain a copy of the Towed and Impounded Motor Vehicle Report, form No. 88, from the police department and present it to the agency storing the vehicle. Once an authorized police officer removes the hold, the vehicle will be released upon payment of the towing and storage fees.

- (3) Vehicles held due to a Motor Vehicle Code violation shall be released only upon the payment of towing and storage fees and the repair of all violations so that the vehicle meets minimum safety requirements.
- (b) No person shall refuse to promptly release from storage any vehicle to the owner or his designated representative if he has followed the requirements for release set forth in subsection (a). In addition, person picking up vehicle must show a valid driver's license.

Sec. 37-555. Emergency towing; written permission required.

No person shall perform any emergency towing without first having obtained written permission, on forms approved by the police department, from the driver or owner of the vehicle or until the police officer of the city investigating the wrecked or disabled vehicle shall have completed his or her investigation and has given written permission for the emergency towing service. A copy of the completed permission form shall be given to the authorized person. Any person performing emergency towing shall maintain a record of completed permission forms of all emergency towing for a period of six (6) months. Completed forms must show total fees charged for services rendered. In addition, forms should list to whom vehicle was released with driver's license numbers and other appropriate identification.

Sec. 37-556. Solicitation of business.

No wrecker may respond to the scene of an accident or emergency for the purpose of towing vehicles unless specifically called there by the police or person involved in the accident or emergency. This section is intended to prohibit wrecker owners from soliciting business at the scenes of accidents and emergencies and shall not be construed to prohibit any wrecker owner from contracting with any person, firm or corporation, provided the wrecker owner, his agents and employees do not solicit towing contracts at the scenes of accidents or emergencies.

Secs. 37-557—37-570. - Reserved.

DIVISION 2. - LICENSE

Sec. 37-571. License required.

No wrecker may be called to the scene of an accident or emergency by police unless the wrecker is licensed in accordance with the provisions of this division.

Sec. 37-572. Application.

Any person desiring to perform towing work at police request in the city

shall submit an application for wrecker service license to the city clerk, which shall include:

- (1) The name of the owner, home and business address, home and business phone, and name under which the business will operate;
- (2) The location, size and security features of the storage lot on which towed vehicles will be stored in accordance with the requirements set forth in section 37-552(6);
- (3) The location, description and hourly availability of the tow trucks owned or operated by the applicant;
- (4) The location to which the public must come to claim stored vehicles;
- (5) A complete listing of the insurance policies, carriers and agents the owner would place into effect upon licensing approval.
- (6) A complete list of all employees who will act as drivers of any tow trucks owned or operated by the applicant, with verification of each driver holding the required, proper Commercial Driver's License.
- (7) A statement that, pursuant to Public Act No. 391 of 1919 (MCL 256.541 et seq.), the wrecker owner will accept responsibility for any and all personal property left in towed or stored vehicle, along with a description of the place he or she would use to adequately protect the property left in towed or stored vehicles.

Sec. 37-573. Investigation.

- (a) Upon the filing of an application for a license under this division, the city clerk shall refer the same to the police commissioner who shall conduct an investigation to determine the truth and accuracy of the information contained in the application.
- (b) Upon completion of the investigation, the police commissioner shall forward a copy of the application for a wrecker service license to the city clerk, along with a recommendation for approval or disapproval of a license and the reasons, if any, for disapproval.
- (c) Upon receiving the application, the city clerk, on behalf of the city, shall determine whether or not the applicant has complied with the necessary standards and criteria. If he or she finds the applicant qualified, then the city clerk shall issue to the applicant a wrecker license and forward this information to the city council.

- (d) If applicant desires to be considered for police towing, then applicant should submit to city council his complete file for review and request for appointment to the police towing master list.
 - (1) The city council may, from time to time as necessary, appoint from this master list to the active police towing list.
 - (2) All appointments to the active police towing list shall be for a period of one (1) year and subject to annual renewal by city council.
 - (3) Under no circumstances shall this license be transferrable without city council approval.

Sec. 37-574. Fee.

A license fee under this division shall be in the amount set forth in section 18-18.

Sec. 37-575. Insurance required.

No wrecker license shall be issued until the applicant has deposited with the city clerk the following insurance policies:

- (1) *Garage keeper's policy.* A garage keeper's legal liability policy covering fire, theft, windstorm, vandalism and explosion in the amount of ten thousand dollars (\$10,000.00) with each vehicle suffering damage being deemed a separate claim.
- (2) *Garage liability policy.* A garage keeper's legal liability policy covering the operation of the owner's business, equipment or other vehicles for any bodily injury or property damage.
- (3) *Notice of change or cancellation.* Each policy required under this section must contain an endorsement by the carrier providing ninety (90) days notice to both the city and the insured if there is any material change or cancellation.

Sec. 37-576. Termination.

The city council may terminate any license under this division when the clerk finds:

- (1) That the license was secured by fraud or by the concealment of a material fact by the wrecker owner and such fact, if known, would have caused the refusal to issue a license;

- (2) That the wrecker owner has violated any of the requirements or regulations established under this article;
- (3) That the licensee paid, in the form of a gratuity, to any third person not involved in an accident for information as to the location of an accident;
- (4) That the licensee has violated the fee schedule by an overcharge;
- (5) That the city is not satisfied with the general services of the owner and/or employees or with the cooperation it has received while rendering service; or other justifiable cause.

DIVISION 3. - POLICE DEPARTMENT TOWING LIST

Sec. 37-577. Authorization.

The police department shall maintain a list of wreckers that are authorized by the city council to perform police authorized towing.

Sec. 37-578. Requirements.

The wrecker agency shall make application to the city council for inclusion on the police department towing list. The number of agencies on the list shall be determined by the police commissioner according to the needs of the department and approved by city council. No wrecker agency shall be included on the police department towing list unless it complies with each of the following requirements:

- (1) The wrecker shall be licensed by the city to perform towing service in accordance with the provisions of Chapter 18 and Divisions 1 and 2 of this article.
- (2) The wrecker agency shall present information to the police department regarding the location, size and security features of the storage lot on which towed vehicles will be stored.
- (3) The wrecker agency presents proof to the police department that all vehicles towed at the request of the police department shall be dropped and stored at a secured storage lot zoned in accordance with the provisions of section 17.02(3) of the zoning ordinance and which lot has been granted site plan approval pursuant to section 22.16 of the zoning ordinance.

Sec. 37-579. - Removal.

The police commissioner may recommend to city council for removal any

agency assigned to the police department towing list for any of the following reasons:

- (1) The number of agencies on the list exceeds the needs of the police department.
- (2) The police department is not satisfied with the services of the owner and/or the employees of the wrecker agency or with the cooperation that the department has received from the agency.
- (3) Any of the grounds listed for license revocation in section 37-576.

Secs. 37-580—37-590. - Reserved.

IS HEREBY AMENDED TO READ AS FOLLOWS:

ARTICLE III. WRECKERS

DIVISION 1. GENERALLY

Sec. 37-551. Definitions.

The following words and phrases, when used in this article, shall have the meanings respectively ascribed to them.

(1) *Abandoned vehicle* means ~~a vehicle which has remained on public property or private property for a period of forty-eight (48) hours after a police agency or other governmental agency designated by the police agency has affixed a written notice to the vehicle~~ **any or all of the following:**

a. A vehicle that has remained on private property without the consent of the owner.

b. A vehicle that has remained on public property for a period of not less than 48 hours, or on a state trunk line highway as described in MCL 247.651 as follows:

(i) If a valid registration plate is affixed to the vehicle, for a period of not less than 18 hours.

(ii) If a valid registration plate is not affixed to the vehicle.

2) *Dry Run* means that upon arrival no service for wrecker is required.

3) *Emergency towing* means the towing, carrying, pushing, or otherwise transporting for a fee any motor vehicle, disabled in any manner, from any road, street or freeway in the city or from the scene of any accident.

4) *Standard tow*, for rate purposes only, means the removal of any wrecked, disabled, **impounded** or abandoned vehicle from the traveled portion or berm of a highway by a service truck or a single crane tow truck ~~and towing to any location within a five-mile radius~~. A standard tow shall include the removal of all debris, **clean up, sweeping and administering oil dry if needed** from the street.

5) *Active Police Tow List Towing List*, means a list maintained by the police department containing the names of those wreckers authorized by city council and licensed by the city to respond to requests for the towing of vehicles made by the police department.

6) *Wrecker vehicle* means a truck with a hoist, towing apparatus, or self-loading flatbed, or any combination of these items, permanently affixed to the truck, used to transport not more than 2 vehicles, except for a motor vehicle equipped with a fifth wheel or a motor vehicle that tows the second vehicle on a trailer.

7) *Wrecker or wrecker owner* means a person or entity engaged in the business of, or offering services of, a ~~vehicle wrecker vehicle~~ or towing service, whereby **motor vehicles, including disabled motor vehicles, abandoned vehicles, or impounded vehicles** are or may be towed or otherwise removed from one (1) place to another by the use of a motor vehicle adapted to and designated for that purpose.

Sec. 37-552. Duties of licensee.

All wrecker licenses under this article shall be issued subject to the following conditions:

- (1) *Markings.* ~~All emergency towing vehicles and~~ **Wreckers vehicles** shall bear the name and address of the owner in letters painted on the vehicle not less than three (3) inches in height on each side of the vehicle **and not lower than the bottom edge of the door**. A licensed wrecker plate shall at all times be prominently displayed on the rear of each wrecker **vehicle**. ~~or other vehicle used for towing purposes.~~ **Wrecker vehicles used for towing purposes** shall not display the words "police towing" or other similar language which indicates the vehicle is owned or operated by the police department.
- (2) *Equipment.* Wrecker owners shall keep and maintain towing

equipment which is adequate to perform such towing service in a reasonably workmanlike manner. All emergency towing vehicles and wreckers ~~vehicles~~ shall be equipped with warning lights required under state law, ~~and have working two-way communications radio equipment on the same frequency as a base station located at a point where calls are received.~~ It shall be unlawful, however, for towing vehicles to be equipped with police scanners or other devices capable of monitoring police calls, or for any such equipment to be utilized in anticipation of a call for service.

(3) *Rate schedule.* No person performing towing or storage service on behalf of or at the direction of a Warren Police Officer on such wrecked, **impounded**, or disabled vehicles or abandoned vehicles shall charge fees in excess of the following standard rates:

- a. Towing rates: **\$145.00**
 - i. Standard tow (**including dolly or flatbed**).....\$ ~~100.00~~
 - ii. Vehicle in excess of 10,000 pounds175.00
 - iii. Vehicle in excess of 60,000 pounds~~275.00~~ **325.00**
 - iv. ~~Straight trucks140.00~~
 - v. ~~Tractor/trailer, empty225.00~~ **325.00**
 - vi. ~~Tractor/trailer, loaded275.00~~ **375.00**
 - vii. ~~Dolly or flatbed charge, when needed45.00~~
 - viii. Hourly labor rate45.00
 - ix. ~~Mileage charge—included in tow chargen/a~~

As determined by council resolution.

 - x. Administrative fee~~25.00~~ **50.00**
 - xi. ~~Speedy dry or road aid—included in labor charge~~
Removal of all debris, clean up, sweeping, and administering oil dry shall not exceed that which may be allowed by the carrier insurance policy or the actual retail cost whichever may be less.
- b. Daily storage rates:
 - i. Motorcycles and cars~~15.00~~ **20.00**
 - ii. ~~Straight trucks15.00~~
 - iii. ~~Tractor/trailer25.00~~ **30.00**
 - iv. Boats/motor homes 22 feet or less~~15.00~~ **30.00**
 - v. Boats/motor homes over 22 feet~~25.00~~ **45.00**
 - vi. Storage of vehicle over 10,000 pounds~~25.00~~ **30.00**
 - vii. **Mopeds10.00**
- c. An additional fifteen (15) percent may be charged for services rendered on any Sunday or legal holiday.

d. **Vehicles placed on hold:**

Rates for vehicles placed on hold by the police or vehicles seized for drug or alcohol forfeiture are capped at \$600.00.

e. **Crime Victim Rights Act**

Rates for vehicles towed from victims of crimes defined pursuant to the Crime Victim's Rights Act, Act 87 of 1985, MCL 780. 751 et seq. as amended shall include:

- i. **Towing fee shall be \$50.00 and may be waived/paid by the city, if approved by council. In the event the towing fee exceeds the standard fees normally assessed for a routine tow, the police commissioner is authorized to grant additional fees upon submission of proof by the wrecker owner and determination by the police commissioner that a deviation from the \$50.00 fee is warranted.**
- ii. **No fee shall be generated for storage of the vehicle during the period where there is a police hold in effect.**
- iii. **If the owner or secured party fails to pick up the vehicle within 72 hours after removal from the police hold, the storage rates listed in subsection (b) may start accruing after the 72 hour period has elapsed. This subsection supercedes any other fees set forth in this section.**

(4) *Liability.* The wrecker owner shall assume all responsibility for all liability and shall indemnify and hold the city harmless from such liability for damages (or any loss to vehicles or contents while being towed or stored due to theft, vandalism or other damage), and for all personal injuries occurring to any of the wrecker owner's employees or other persons. ~~The wrecker owner shall have a sign placed in a conspicuous place at the entrance of the storage facility stating that the wrecker owner assumes all liability for any loss to the vehicles or contents while being towed or stored due to theft, vandalism or other damage that may occur while the vehicle is in its possession.~~

(5) *Records.* The police department shall maintain an approved records and claim check system to assure release of vehicles to the

rightful owner or authorized person.

- (6) *Storage of towed vehicles.* All vehicles towed at the request of the police department must be dropped and stored at a secured storage lot zoned in accordance with the provisions of section 17.02(5) of the zoning ordinance and which storage lot has been granted site plan approval pursuant to section 22.16 of the zoning ordinance.

Sec. 37-553. Release of abandoned or abandoned scrap vehicles from storage; right to a hearing; accrued towing and storage fees; and public sale.

A person picking up an abandoned vehicle under this section must show valid driver's license and vehicle title/registration.

The rights and duties relating to abandoned or abandoned scrap vehicles are set forth in Public Act 300 of 1949, MCL 257.252 et seq and as amended (see also MCL 257.252a and 257.252b)

~~The owner of an abandoned vehicle, the representative of the owner, or the secured party twenty (20) days after notice was sent to the owner who did not redeem the vehicle or request a hearing, may claim the vehicle from storage in the following manner:~~

- ~~(1) The owner of an abandoned vehicle, the representative of an owner, or the secured party twenty (20) days after notice was sent to the owner who did not redeem the vehicle or request a hearing, shall proceed to the towing agency and present proof of ownership to the agency storing the abandoned vehicles.~~
- ~~(2) The agency shall advise the owner of an abandoned vehicle, the representative of the owner, or the secured party the amount that must be paid for towing and storage fees.~~
- ~~(3) The owner of abandoned vehicle, the representative of the owner, or a secured party twenty (20) days after notice was sent to the owner who did not redeem the vehicle or request a hearing, shall pay the towing fee directly to the agency who did tow the abandoned vehicle.~~
- ~~(4) The owner of the abandoned vehicle, the representative of the owner, or a secured party twenty (20) days after notice was sent to the owner who did not redeem the vehicle or request a hearing, shall pay the storage fee directly to the custodian of the vehicle.~~

~~(5) Upon the presentation of proof of ownership and payment of permissible charges for towing and storage, no person shall refuse to release promptly and willingly any vehicle which is claimed by any owner or his or her representative or a secured party twenty (20) days after notice was sent to the owner who did not redeem the vehicle or request a hearing.~~

Sec. 37-554. Release of police authorized and other towed vehicles. Removal of vehicle from public or private property to place of safekeeping.

- (a) **The rights and duties relating to removal of vehicle from public or private property to a place of safekeeping are set forth in Public Act 300 of 1949, MCL 257.252 et seq and as amended. (see also MCL 257.252d)**
- (b) ~~(a)~~ The owner of a vehicle towed and stored at the request of the police department may claim the vehicle from storage as follows:
- (1) Provided there is no hold on the vehicle, the owner may obtain release of the vehicle from storage upon presentation of proof of ownership and payment of the towing and storage fees to the agency storing the vehicle.
 - ~~(2) In order for the owner of a vehicle which has a police department hold on it to obtain release of the vehicle from storage, the owner must obtain a copy of the Towed and Impounded Motor Vehicle Report, form No. 88, from the police department and present it to the agency storing the vehicle. Once an authorized police officer removes the hold, the vehicle will be released upon payment of the towing and storage fees.~~
 - (2) (3) Vehicles held due to a Motor Vehicle Code violation shall be released only upon the payment of towing and storage fees and the repair of all violations so that the vehicle meets minimum safety requirements.**
 - (3) No fees shall be assessed for owners of vehicles or their designee recovering personal property during business hours.**
- (c)(b) No person shall refuse to promptly release from storage any vehicle to the owner or his designated representative if he has followed the requirements for release set forth in **this section. subsection (a).** In addition, **all persons** picking up a vehicle must show a valid driver's license.

Sec. 37-555. Emergency towing; written permission required.

No person shall perform any emergency towing without first having obtained written permission, on forms approved by the police department, from the driver or owner of the vehicle or until the police officer of the city investigating the wrecked or disabled vehicle shall have completed his or her investigation and has given written permission for the emergency towing service. A copy of the completed permission form shall be given to the authorized person. Any person performing emergency towing shall maintain a record of completed permission forms of all emergency towing for a period of six (6) months. Completed forms must show total fees charged for services rendered. In addition, forms should list to whom vehicle was released with driver's license numbers and other appropriate identification.

Sec. 37-556. Solicitation of business.

No wrecker **vehicle** may respond to the scene of an accident or emergency for the purpose of towing vehicles unless specifically called there by the police or person involved in the accident or emergency. This section is intended to prohibit wrecker owners from soliciting business at the scenes of accidents and emergencies and shall not be construed to prohibit any wrecker owner from contracting with any person, firm or corporation, provided the wrecker owner, his agents and employees do not solicit towing contracts at the scenes of accidents or emergencies.

Secs. 37-557—37-570. Reserved.

DIVISION 2. - LICENSE

Sec. 37-571. License required.

No wrecker **vehicle or wrecker owner shall operate any or cause to be operated any towing services in the City without first procuring a license issued by the city clerk as required in this Article and Chapter 18 of the Code of Ordinances.** ~~may be called to the scene of an accident or emergency by police unless the wrecker is licensed in accordance with the provisions of this division~~

Sec. 37-572. Application.

Any person desiring to perform towing work ~~at police request~~ in the city shall submit an application for **a wrecker vehicle/tow** service license to the city clerk, which shall include:

- (1) The name of the owner, home and business address, home and business phone, and name under which the business will operate;
- (2) **If applicable**, the location, size and security features of the storage lot on which towed vehicles will be stored in accordance with the

requirements set forth in section 37-552(6);

- (3) The location, description and hourly availability of the **wrecker vehicle** ~~tow trucks~~ owned or operated by the applicant;
- (4) The location to which the public must come to claim stored vehicles;
- (5) A complete listing of the insurance policies, carriers and agents the owner would place into effect upon licensing approval.
- (6) A complete list of all employees who will act as drivers of any **wrecker vehicles** ~~tow trucks~~ owned or operated by the applicant, with verification of each driver holding the required, proper Commercial Driver's License.
- (7) A statement that, pursuant to Public Act No. 391 of 1919 (MCL 256.541 et seq.), the wrecker owner will accept responsibility for any and all personal property left in towed or stored vehicle, along with a description of the place he or she would use to adequately protect the property left in towed or stored vehicles.
- (8) **The requirements set forth in Section 18-5 of Chapter 18 of the Code of Ordinances.**

Sec. 37-573. Investigation.

- (a) Upon the filing of an application for a license under this division, the city clerk shall refer the same to the police commissioner who shall conduct an investigation to determine the truth and accuracy of the information contained in the application.
- (b) Upon completion of the investigation, and **review by the building department**, the police commissioner shall forward a copy of the application for a wrecker **vehicle** service license to the city clerk, along with a recommendation for approval or disapproval of a license and the reasons, if any, for disapproval.
- (c) Upon receiving the application, the city clerk, on behalf of the city, shall determine whether or not the applicant has complied with the necessary standards and criteria. If he or she finds the applicant qualified, then the city clerk shall issue to the applicant a wrecker **vehicle service** license and forward this information to the city council **if the applicant desires to be considered for the Active Police Tow List.**
- (d) If applicant desires to be considered for police towing, then

applicant ~~should~~ **shall** submit to city council ~~their~~ **his** complete file for review **by city council's Towing Committee** and request for appointment to the police towing master list.

- (1) The city council may, ~~from time to time as necessary,~~ **with a recommendation of the Towing Committee** appoint from this master list to the active ~~police towing list.~~ **Active Police Tow List.**
- (2) All appointments/**reappointments** to the active police towing list shall be for a period of one (1) year and subject to annual renewal by city council. **Appointments/Reappointments shall take place at the second council meeting in March unless postponed by city council. Applications shall be filed with the council office no later than the first business day in February.**
- (3) Under no circumstances shall this license be transferrable without city council approval.

Sec. 37-574. Fee

A license fee under this division shall be in the amount set forth in section 18-18.

Sec. 37-575. Insurance required.

No wrecker license shall be issued until the applicant has deposited with the city clerk the following insurance policies:

- (1) *Garage keeper's policy.* A garage keeper's legal liability policy covering fire, theft, windstorm, vandalism and explosion in the amount of ten thousand dollars (\$10,000.00) with each vehicle suffering damage being deemed a separate claim.
- (2) *Garage liability policy.* A garage keeper's legal liability policy covering the operation of the owner's business, equipment or other vehicles for any bodily injury or property damage.
- (3) *Notice of change or cancellation.* Each policy required under this section must contain an endorsement by the carrier providing ninety (90) days notice to both the city **clerk** and the insured if there is any material change or cancellation.

Sec. 37-576. Expiration ~~Termination.~~

The license year shall terminate on the thirty-first day of March at

midnight, next after the issuance of the license. The expiration date of each license shall be indicated on the face of the license.

The city council may terminate any license under this division when the clerk finds:

- (1) — That the license was secured by fraud or by the concealment of a material fact by the wrecker owner and such fact, if known, would have caused the refusal to issue a license;
- (2) — That the wrecker owner has violated any of the requirements or regulations established under this article;
- (3) — That the licensee paid, in the form of a gratuity, to any third person not involved in an accident for information as to the location of an accident;
- (4) — That the licensee has violated the fee schedule by an overcharge;
- (5) — That the city is not satisfied with the general services of the owner and/or employees or with the cooperation it has received while rendering service; or other justifiable cause.

DIVISION 3. - POLICE DEPARTMENT TOWING LIST

Sec. 37-577. Authorization.

The police department shall maintain a list (**Active Police Tow List**) of **active wrecker vehicles** wreckers that are authorized by the city council to perform police authorized towing.

Sec. 37-578. Requirements.

The wrecker agency or **wrecker owner** shall make application to the city council for inclusion on the police department towing list. The number of agencies **wreckers or wrecker owners** on the **Active Police Tow List** list shall be determined **recommended annually** by the police commissioner **based on** according to the needs of the department; **recommended by the Towing Committee** and approved by city council. No wrecker agency shall be included on the **Active Police Tow List** department towing list unless it complies with each of the following requirements:

- (1) The wrecker **or wrecker owner** shall be licensed by the city to perform towing service in accordance with the provisions of Chapter 18 of the **Code of Ordinances** and this Article. ~~Divisions 1 and 2 of this article.~~

- (2) The wrecker ~~agency or wrecker owner~~ shall present information to the police department regarding the location, size and security features of the storage lot on which towed vehicles will be stored.
- (3) The wrecker ~~agency or wrecker owner~~ presents proof to the police department that all vehicles towed at the request of the police department shall be dropped and stored at a secured storage lot zoned in accordance with the provisions of section 17.02(3) of the zoning ordinance and which lot has been granted site plan approval pursuant to section 22.16 of the zoning ordinance.
- (4) **Response Time.** The response time for wreckers should be speedy and shall not exceed 30 minutes under normal conditions. If the response time is greater than 30 minutes, the police department may disregard the call for service and contact the next wrecker in the rotation. In addition, the wrecker that was terminated on the call will still be charged for the tow on the rotation list.

Sec. 37-579. Removal from Active Police Tow List.

The police commissioner ~~shall may~~ recommend to city council ~~for with~~ **the recommendation of the Towing Committee** the removal of any agency wrecker assigned to the ~~Active Police department towing list~~ **Police Tow List** for any of the following reasons:

- (1) The number of agencies ~~wreckers or wrecker owners~~ on the list exceeds the needs of the police department.
- (2) The police department is not satisfied with the services of the ~~wrecker or wrecker owner~~ and/or their employees, ~~of the wrecker or wrecker owner~~ agency or with the cooperation that the department has received from the **wrecker or wrecker owner**.
- (3) Any of the grounds listed in **Section 37-578**, ~~for license revocation in Section 37-582(1) 37-576~~ and **Chapter 18 of the Code of Ordinances**.
- (4) **Any other justifiable cause related to the best interests of the public health, safety and welfare.**

~~Secs. 37-580—37-590. Reserved.~~

SECTION 3. That Chapter 37, Article III, entitled Wreckers, Sections 37-580 through 37-590 the Code of Ordinances of the City of Warren, Michigan,

which are currently reserved, are hereby amended by adding Section 37-580 and 37-581 which shall read as follows:

Sec. 37-580. Suspension from the Active Police Tow List.

- (1) ***Duration.*** The police commissioner may recommend to the Towing Committee and to city council, suspension of any wrecker or wrecker owner assigned to the Active Police Tow List for any of the grounds set forth in this Article and Section 18 of the Code of Ordinances.
 - (a) First time violation, suspension up to 21 days;
 - (b) Second violation within a two year period from the first suspension, suspension up to 90 days;
 - (c) Third violation within a two year period from the first suspension, suspension up to one year.

Sec. 37-581. Notification and hearing for Removal or Suspension from the Active Police Tow List.

The procedure for notification and hearing for removal or suspension from the Active Police Tow List shall be described in Section 37-582.

SECTION 4. That Chapter 37, Article III, entitled Wreckers, Sections 37-580 through 37-590 the Code of Ordinances of the City of Warren, Michigan, which are currently reserved, are hereby amended by adding Division 4, entitled DENIAL, REVOCATION, OR SUSPENSION—IN GENERAL, Section and 37-582 and 37-583 which shall read as follows:

DIVISION 4. DENIAL, REVOCATION, OR SUSPENSION—IN GENERAL

Sec. 37-582. Denial, suspension or revocation.

- (1) ***Standards for denial, suspension, revocation.*** The city clerk may deny, suspend, or revoke any license under this article ~~division~~, when the clerk finds:
 - (a) That the license was secured by fraud or by the concealment of a material fact by the wrecker vehicle

owner and such fact, if known, would have caused the refusal to issue a license;

- (b) That the wrecker vehicle owner has violated any of the requirements or regulations established under this article;
 - (c) That the licensee paid, in the form of a gratuity, to any third person not involved in an accident for information as to the location of an accident;
 - (d) Any causes set forth in Chapter 18 of the Code of Ordinances.
- (2) ***Notification and Appeal.*** Notification of denial, revocation or suspension shall be in writing and delivered by first class mail to the address listed on the license application. The licensee shall be notified of:
- (a) The nature of the violation;
 - (b) The proposed action and the reasons for the proposed action;
 - (c) That the licensee has a right to a hearing before city council with the recommendation of the towing committee regarding the proposed action, provided a written request is filed with the city clerk within ten (10) calendar days following the delivery or mailing of the notice of the notice of denial, revocation or suspension.
- (3) ***Hearing and Decision for Revocation, Suspension or Termination***

The hearing before city council with the recommendation of the towing committee shall be limited to determining by a preponderance of the evidence whether or not the city clerk's determination as set forth in the Notice of Revocation, Suspension or Termination was in accordance with grounds set forth in this Article and Chapter 18.

- (a) Procedure. Any hearing before city council shall comply with the following procedures:
 - i. The administrative hearing shall be subject to the Open Meetings Act, MCL 15.261 et seq.

- ii. The licensee may present evidence and testimony, may cross-examine witnesses, and may be represented by an attorney.
 - iii. City council may reverse or affirm the determination to: issue or to deny the issuance of a license; revoke a license; or to suspend a license.
 - iv. City council may grant or reinstate the license.
 - v. City council shall submit to the licensee a written statement of its findings, determination, and specific grounds for affirming or reversing the termination.
- (b) No person, wrecker or wrecker owner shall operate any business during any time when the wrecker/tow service license has been denied, suspended, or revoked or cancelled.

Section 37-583. Conflict and Severability.

- (1) **Conflict.** In case of a conflict between the provisions of this Article and Chapter 18, which cannot be resolved by construing them to be complementary or supplementary to each other, the provisions of this Article shall control.
- (2) **Severability.** The provisions of this Chapter are hereby declared to be independent and, notwithstanding any other evidence of legislative intent, it is hereby declared to be the controlling legislative intent that if any provisions of this Chapter, or the application thereof to any person or circumstance is held to be invalid, the remaining provisions and the application of all provisions to any person or circumstances other than those to which it is held invalid, shall not be affected thereby. It is hereby declared that such provisions would have been passed independently of such provision so known to be invalid. Should any procedural aspect of this chapter be invalidated, such invalidation shall not affect the enforceability of the substantive aspects of this chapter.

Secs. 37-584—37-590. - Reserved.

SECTION 5. This Ordinance shall take effect on _____, 2015.

I HEREBY CERTIFY that the foregoing Ordinance No. 80-_____ was adopted by the Council of the City of Warren at its meeting held on _____, 2015.

PAUL WOJNO
City Clerk

Published: _____

55997

DRAFT

Investment Inventory Summary By Bank as of:

3/31/15

City Only

US T-BILLS

Fund	Type	Advice #	Purchase Date	Maturity Date	# of Days	Interest Rate	Purchase Price	Par Value	Interest to Date
	101 T-Bill							0.00	0.00
	101 T-Bill							0.00	0.00
	101 T-Bill							0.00	0.00
	101 T-Bill							0.00	0.00

FED FUNDS TOTALS

0.00 0.00 0.00

C.D.

U.S TREASURY BILLS

U.S TREASURY NOTES

POOL INVESTMENTS

COMMERCIAL PAPER

REPO

0.00

BANK INVESTMENT TOTALS

0.00

PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =

0.000000

*Note: T-bill purchase for advice # -- was purchased thru Comerica as a dealer only.

Investment Inventory Summary By Bank as of:

3/31/15

City Only

JP MORGAN CHASE

Fund	Type	Advice #	Purchase Date	Maturity Date	# of Days	Interest Rate	Purchase Price	Par Value	Interest to Date
701	Gov't Pool	1021	3/31/15					0.00	0.00
701	Public Interest	1055	3/31/15				17,167,137.14	17,167,137.14	
701	C.D.							0.00	0.00
701	C.D.							0.00	0.00
BANK TOTALS							17,167,137.14	17,167,137.14	0.00
	C.D.							0.00	
	U.S TREASURY BILLS								
	U.S TREASURY NOTES								
	POOL INVESTMENTS							0.00	
	PUBLIC FUNDS INTEREST CHECKING						17,167,137.14		
	COMMERCIAL PAPER								
	REPO								
BANK INVESTMENT TOTALS							17,167,137.14		
PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =									0.138049

Investment Inventory Summary By Bank as of:

3/31/15

City Only

COMERICA BANK

Fund	Type	Advice #	Purchase Date	Maturity Date	# of Days	Interest Rate	Purchase Price	Par Value	Interest to Date
101	Gov't Sweep Pool	1003	3/31/15				8,145,649.81	8,145,649.81	
701	Gov't Sweep Pool	1044	3/31/15				3,578,374.54	3,578,374.54	
202	Gov't Sweep Pool	1046	3/31/15				7,987,980.12	7,987,980.12	
433	Money Market	1069	3/31/15				113,140.25	113,140.25	
434	Money Market	1070	3/31/15				261,139.48	261,139.48	
435	Money Market	1071	3/31/15				972,668.20	972,668.20	
436	Money Market	1072	3/31/15				715,375.95	715,375.95	
536	Money Market	1073	3/31/15				1,927,657.68	1,927,657.68	
537	Money Market	1074	3/31/15				1,323,177.06	1,323,177.06	
704	Money Market	1075	3/31/15				316,225.85	316,225.85	
101	Pub Fund Interest (1053	3/31/15				1,522,712.13	1,522,712.13	
202	C.D.						0.00	0.00	0.00
202	C.D.							0.00	
202	C.D.							0.00	
701	C.D.							0.00	
701	C.D.							0.00	
701	C.D.							0.00	

BANK TOTALS

26,864,101.07 26,864,101.07 0.00

C.D.

0.00

U.S TREASURY BILLS

U.S TREASURY NOTES

POOL INVESTMENTS

19,712,004.47

MONEY MARKET

5,629,384.47

PUBLIC FUND INTEREST CHECKING

1,522,712.13

COMMERCIAL PAPER

REPO

BANK INVESTMENT TOTALS

26,864,101.07

PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =

0.216026

Investment Inventory Summary By Bank as of:

3/31/15

City Only

HUNTINGTON BANK

Fund	Type	Advice #	Purchase Date	Maturity Date	# of Days	Interest Rate	Purchase Price	Par Value	Interest to Date
701	Gov't Pool	1028	3/31/15				5,798,425.49	5,798,425.49	
701	Public Funds Intere	1056	3/31/15				13,113,650.04	13,113,650.04	
701	C.D.							0.00	0.00
BANK TOTALS							18,912,075.53	18,912,075.53	0.00
	C.D.							0.00	
	U.S TREASURY BILLS								
	U.S TREASURY NOTES								
	POOL INVESTMENTS						5,798,425.49		
	PUBLIC FUND INTEREST CHECKING						13,113,650.04		
	COMMERCIAL PAPER								
	REPO								
BANK INVESTMENT TOTALS							18,912,075.53		
PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =									0.152081

Investment Inventory Summary By Bank as of:

3/31/15

City Only

PNC BANK

Fund	Type	Advice #	Purchase Date	Maturity Date	# of Days	Interest Rate	Purchase Price	Par Value	Interest to Date
101	Money Market	1060	3/31/15				109,575.69	109,575.69	
701	Money Market	1062	3/31/15				1,574,779.94	1,574,779.94	
701	Gov't Pool	1001					0.00	0.00	
701	C.D.						0.00	0.00	0.00
BANK TOTALS							1,684,355.63	1,684,355.63	0.00
	C.D.						0.00		
	U.S TREASURY BILLS								
	U.S TREASURY NOTES								
	POOL INVESTMENTS						0.00		
	MONEY MARKET						1,684,355.63		
	COMMERCIAL PAPER								
	REPO								
BANK INVESTMENT TOTALS							1,684,355.63		
PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =									0.013545

Investment Inventory Summary By Bank as of:

3/31/15

City Only

Bank of America

Fund	Type	Advice #	Purchase Date	Maturity Date	# of Days	Interest Rate	Purchase Price	Par Value	Interest to Date
701	Gov't Pool	1016	3/31/15				100,890.11	100,890.11	
701	Money market	1057	3/31/15				0.00	0.00	
701	PUBLIC FUND INTE	1058					0.00	0.00	
701	C.D.						0.00	0.00	0.00
BANK TOTALS							100,890.11	100,890.11	0.00

C.D.	0.00
U.S TREASURY BILLS	
U.S TREASURY NOTES	
POOL INVESTMENTS	100,890.11
MONEY MARKET	0.00
PUBLIC FUND INTEREST CHECKING	0.00
COMMERCIAL PAPER	
REPO	

BANK INVESTMENT TOTALS 100,890.11

PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK = 0.000811

Investment Inventory Summary By Bank as of:

3/31/15

City Only

MBIA

Fund	Type	Advice #	Purchase Date	Maturity Date	# of Days	Interest Rate	Purchase Price	Par Value	Interest to Date	
101	Gov't Pool	1049	3/31/15					0.00	0.00	
BANK TOTALS								0.00	0.00	0.00
C.D.								0.00		
U.S TREASURY BILLS										
U.S TREASURY NOTES										
POOL INVESTMENTS								0.00		
COMMERCIAL PAPER										
REPO										
BANK INVESTMENT TOTALS								0.00		
PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =									0.000000	

Investment Inventory Summary By Bank as of:

3/31/15

City Only

FIFTH THIRD BANK

Fund	Type	Advice #	Purchase Date	Maturity Date	# of Days	Interest Rate	Purchase Price	Par Value	Interest to Date
101	Public Funds MM	1059	3/31/15				15,630,388.79	15,630,388.79	
101	C.D.							0.00	0.00
101	C.D.							0.00	0.00
BANK TOTALS							15,630,388.79	15,630,388.79	0.00
	C.D.							0.00	
	U.S TREASURY BILLS								
	U.S TREASURY NOTES								
	POOL INVESTMENTS							0.00	
	PUBLIC FUND MONEY MARKET						15,630,388.79		
	COMMERCIAL PAPER								
	REPO								
BANK INVESTMENT TOTALS							15,630,388.79		
PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =								0.125691	

Investment Inventory Summary By Bank as of:

3/31/15

City Only

TCF BANK

Fund	Type	Advice #	Purchase Date	Maturity Date	# of Days	Interest Rate	Purchase Price	Par Value	Interest to Date
101	Money Market	1065	3/31/15				18,124,242.44	18,124,242.44	0.00
101	C.D.						0.00	0.00	0.00
101	C.D.						0.00	0.00	0.00
101	C.D.						0.00	0.00	0.00
101	C.D.						0.00	0.00	0.00
BANK TOTALS							18,124,242.44	18,124,242.44	0.00
	C.D.						0.00		
	U.S TREASURY BILLS								
	U.S TREASURY NOTES								
	POOL INVESTMENTS						0.00		
	MONEY MARKET						18,124,242.44		
	COMMERCIAL PAPER								
	REPO								
BANK INVESTMENT TOTALS							18,124,242.44		
PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =									0.145745

Investment Inventory Summary By Bank as of:

3/31/15

City Only

FLAGSTAR BANK

Fund	Type	Advice #	Purchase Date	Maturity Date	# of Days	Interest Rate	Purchase Price	Par Value	Interest to Date
101	Public Savings	1066	3/31/15				10,858,023.32	10,858,023.32	0.00
101	C.D.							0.00	
101	C.D.							0.00	
BANK TOTALS							10,858,023.32	10,858,023.32	0.00
	C.D.							0.00	
	U.S TREASURY BILLS								
	U.S TREASURY NOTES								
	POOL INVESTMENTS							0.00	
	PUBLIC SAVINGS						10,858,023.32		
	COMMERCIAL PAPER								
	REPO								
BANK INVESTMENT TOTALS							10,858,023.32		
PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =									0.087314

Investment Inventory Summary By Bank as of:

3/31/15

City Only

Talmer Bank

Fund	Type	Advice #	Purchase Date	Maturity Date	# of Days	Interest Rate	Purchase Price	Par Value	Interest to Date
101	Money Market	1080							0.00
101	C.D.	64475	2/26/15	4/2/15	35	0.0030	8,012,452.12	8,012,452.12	2,203.42
101	C.D.	64476	3/3/15	4/7/15	35	0.0030	7,001,925.00	7,001,925.00	1,633.78
101	C.D.								0.00
101	C.D.								0.00

BANK TOTALS

15,014,377.12 15,014,377.12 3,837.21

C.D.

15,014,377.12

U.S TREASURY BILLS

U.S TREASURY NOTES

POOL INVESTMENTS

MONEY MARKET

0.00

COMMERCIAL PAPER

REPO

BANK INVESTMENT TOTALS

15,014,377.12

PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =

0.120737

Investment Inventory Summary By Bank as of:	3/31/15	City Only			
GRAND TOTALS ALL BANKS	City Only	3/31/15	124,355,591.15	124,355,591.15	3,837.21

INVENTORY BY TYPE OF INVESTMENT

	PERCENT TO TOTAL INVESTED FUNDS	PURCHASE PRICE
C.D.	0.120737	15,014,377.12
U.S TREASURY BILLS	0.000000	0.00
U.S TREASURY NOTES	0.000000	0.00
POOL INVESTMENTS	0.205952	25,611,320.07
MONEY MARKET	0.343061	41,068,371.33
PUBLIC FUND INTEREST CHECKING	0.330249	42,661,522.63
COMMERCIAL PAPER	0.000000	0.00
REPO	0.000000	0.00

INVENTORY INVESTMENT TOTALS ALL BANKS CITY 124,355,591.15

Investment Inventory Summary By Bank as of:

3/31/15

Water Only

COMERICA BANK

Fund	Type	Advice #	Purchase Date	Maturity Date	# of Days	Interest Rate	Purchase Price	Par Value	Interest to Date
10	Gov't Sweep Pool	1045	3/31/15				5,224,708.31	5,224,708.31	
40	Money Market	1076	3/31/15				111,758.12	111,758.12	
44	Money Market	1077	3/31/15				2,706,985.66	2,706,985.66	
47	Money Market	1078	3/31/15				568,404.03	568,404.03	
72	Money Market	1079	3/31/15				2,300,884.20	2,300,884.20	
45	Pub Fund Interest (1054	3/31/15				230,365.21	230,365.21	
10	C.D.							0.00	
10	C.D.							0.00	
10	C.D.							0.00	

BANK TOTALS 11,143,105.53 11,143,105.53 0.00

C.D. 0.00
 U.S TREASURY BILLS
 U.S TREASURY NOTES
 POOL INVESTMENTS 5,224,708.31
 MONEY MARKET 5,688,032.01
 PUBLIC FUND INTEREST CHECKING 230,365.21
 COMMERCIAL PAPER
 REPO

BANK INVESTMENT TOTALS 11,143,105.53

PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK = 0.233998

Investment Inventory Summary By Bank as of:

3/31/15

Water Only

PNC BANK

Fund	Type	Advice #	Purchase Date	Maturity Date	# of Days	Interest Rate	Purchase Price	Par Value	Interest to Date
10	Gov't Pool	1004	3/31/15				0.00	0.00	
10	Money Market	1063	3/31/15				15,004,952.07	15,004,952.07	
10	Money Market	1061	3/31/15				57,178.11	57,178.11	
44	Money Market		3/31/15				11,358,244.03	11,358,244.03	
10	C.D.						0.00	0.00	0.00
BANK TOTALS							26,420,374.21	26,420,374.21	0.00
	C.D.						0.00		
	U.S TREASURY BILLS						0.00		
	U.S TREASURY NOTES						0.00		
	POOL INVESTMENTS						0.00		
	MONEY MARKET						26,420,374.21		
	COMMERCIAL PAPER								
	REPO								
BANK INVESTMENT TOTALS							26,420,374.21		
PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =								0.554811	

Investment Inventory Summary By Bank as of:

3/31/15

Water Only

FLAGSTAR BANK

Fund	Type	Advice #	Purchase Date	Maturity Date	# of Days	Interest Rate	Purchase Price	Par Value	Interest to Date
44	Public Savings	1067	3/31/15				4,022,788.81	4,022,788.81	
72	Public Savings	1068	3/31/15				6,034,183.22	6,034,183.22	
10	C.D.		3/31/15				0.00	0.00	
10	C.D.		3/31/15				0.00	0.00	0.00
BANK TOTALS							10,056,972.03	10,056,972.03	0.00
	C.D.						0.00		
	U.S TREASURY BILLS						0.00		
	U.S TREASURY NOTES						0.00		
	POOL INVESTMENTS						0.00		
	PUBLIC SAVINGS						10,056,972.03		
	COMMERCIAL PAPER								
	REPO								
BANK INVESTMENT TOTALS							10,056,972.03		
PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =									0.211190

Investment Inventory Summary By Bank as of:	3/31/15	Water Only			
GRAND TOTALS ALL BANKS	Water Only	3/31/15	47,620,451.77	47,620,451.77	0.00

INVENTORY BY TYPE OF INVESTMENT

	PERCENT TO TOTAL INVESTED FUNDS	PURCHASE PRICE
C.D.	0.000000	0.00
U.S TREASURY BILLS	0.000000	0.00
U.S TREASURY NOTES	0.000000	0.00
POOL INVESTMENTS	0.109716	5,224,708.31
MONEY MARKET	0.674257	32,108,406.22
PUBLIC FUND INTEREST CHECKING	0.216028	10,287,337.24
COMMERCIAL PAPER	0.000000	0.00
REPO	0.000000	0.00

INVENTORY INVESTMENT TOTALS ALL BANKS WATER 47,620,451.77

Investment Inventory Summary By Bank as of:

3/31/15

Water & City Combined

US T-BILLS

Fund	Type	Advice #	Purchase Date	Maturity Date	# of Days	Interest Rate	Purchase Price	Par Value	Interest to Date
	101 T-Bill								0.00
	701 T-Bill								0.00
	101 T-Bill								0.00
	101 T-Bill								0.00

FED FUNDS TOTALS

0.00 0.00 0.00

C.D.

- U.S TREASURY BILLS
- U.S TREASURY NOTES
- POOL INVESTMENTS
- COMMERCIAL PAPER
- REPO

0.00

BANK INVESTMENT TOTALS

0.00

PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =

0.000000

*Note: T-bill purchase for advice # -- was purchased thru Comerica as a dealer only.

Investment Inventory Summary By Bank as of:

3/31/15

Water & City Combined

JP MORGAN CHASE

Fund	Type	Advice #	Purchase Date	Maturity Date	# of Days	Interest Rate	Purchase Price	Par Value	Interest to Date
	701 Gov't Pool	1021		3/31/15				0.00	0.00
	701 Public Interest	1055		3/31/15			17,167,137.14	17,167,137.14	
	701 C.D.							0.00	0.00
	701 C.D.							0.00	0.00
	BANK TOTALS						17,167,137.14	17,167,137.14	0.00
	C.D.							0.00	
	U.S TREASURY BILLS								
	U.S TREASURY NOTES								
	POOL INVESTMENTS							0.00	
	PUBLIC FUNDS INTEREST CHECKING						17,167,137.14		
	COMMERCIAL PAPER								
	REPO								
	BANK INVESTMENT TOTALS						17,167,137.14		
	PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =								0.099823

Investment Inventory Summary By Bank as of:

3/31/15

Water & City Combined

COMERICA BANK

Fund	Type	Advice #	Purchase Date	Maturity Date	# of Days	Interest Rate	Purchase Price	Par Value	Interest to Date
101	Gov't Sweep Pool	1003		3/31/15			8,145,649.81	8,145,649.81	
701	Gov't Sweep Pool	1044		3/31/15			3,578,374.54	3,578,374.54	
202	Gov't Sweep Pool	1046		3/31/15			7,987,980.12	7,987,980.12	
433	Money Market	1069		3/31/15			113,140.25	113,140.25	
434	Money Market	1070		3/31/15			261,139.48	261,139.48	
435	Money Market	1071		3/31/15			972,668.20	972,668.20	
436	Money Market	1072		3/31/15			715,375.95	715,375.95	
536	Money Market	1073		3/31/15			1,927,657.68	1,927,657.68	
537	Money Market	1074		3/31/15			1,323,177.06	1,323,177.06	
704	Money Market	1075		3/31/15			316,225.85	316,225.85	
10	Gov't Sweep Pool	1045		3/31/15			5,224,708.31	5,224,708.31	
40	Money Market	1076		3/31/15			111,758.12	111,758.12	
44	Money Market	1077		3/31/15			2,706,985.66	2,706,985.66	
47	Money Market	1078		3/31/15			568,404.03	568,404.03	
72	Money Market	1079		3/31/15			2,300,884.20	2,300,884.20	
45	Pub Fund Interest Ch	1054		3/31/15			230,365.21	230,365.21	
101	Pub Fund Interest Ch	1053		3/31/15			1,522,712.13	1,522,712.13	
202	C.D.						0.00	0.00	0.00
202	C.D.							0.00	0.00
202	C.D.							0.00	
701	C.D.							0.00	
701	C.D.							0.00	
701	C.D.							0.00	
10	C.D.							0.00	
10	C.D.							0.00	
10	C.D.							0.00	
BANK TOTALS							38,007,206.60	38,007,206.60	0.00
								0.00	
C.D.								0.00	
U.S TREASURY BILLS									
U.S TREASURY NOTES									
POOL INVESTMENTS							24,936,712.78		
MONEY MARKET							11,317,416.48		
PUBLIC FUND INTEREST CHECKING							1,753,077.34		
COMMERCIAL PAPER									
REPO									
BANK INVESTMENT TOTALS							38,007,206.60		

PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =

0.221003

Investment Inventory Summary By Bank as of:

3/31/15

Water & City Combined

HUNTINGTON BANK

Fund	Type	Advice #	Purchase Date	Maturity Date	# of Days	Interest Rate	Purchase Price	Par Value	Interest to Date
701	Gov't Pool	1028		3/31/15			5,798,425.49	5,798,425.49	
701	Public Funds Interest	1056		3/31/15			13,113,650.04	13,113,650.04	
701	C.D.								0.00
BANK TOTALS							18,912,075.53	18,912,075.53	0.00
	C.D.							0.00	
	U.S TREASURY BILLS								
	U.S TREASURY NOTES								
	POOL INVESTMENTS						5,798,425.49		
	PUBLIC FUND INTEREST CHECKING						13,113,650.04		
	COMMERCIAL PAPER								
	REPO								
BANK INVESTMENT TOTALS							18,912,075.53		
PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =									0.109969

Investment Inventory Summary By Bank as of:

3/31/15

Water & City Combined

PNC BANK

Fund	Type	Advice #	Purchase Date	Maturity Date	# of Days	Interest Rate	Purchase Price	Par Value	Interest to Date
101	Money Market	1060	3/31/15				109,575.69	109,575.69	
701	Money Market	1062	3/31/15				1,574,779.94	1,574,779.94	
701	Gov't Pool	1001	3/31/15				0.00	0.00	
10	Gov't Pool	1004	3/31/15				0.00	0.00	
10	Money Market	1063	3/31/15				15,004,952.07	15,004,952.07	
10	Money Market	1061	3/31/15				57,178.11	57,178.11	
44	Money Market		3/31/15				11,358,244.03	11,358,244.03	
10	C.D.						0.00	0.00	0.00
701	C.D.						0.00	0.00	0.00
BANK TOTALS							28,104,729.84	28,104,729.84	0.00
	C.D.						0.00		
	U.S TREASURY BILLS								
	U.S TREASURY NOTES								
	POOL INVESTMENTS						0.00		
	MONEY MARKET						28,104,729.84		
	COMMERCIAL PAPER								
	REPO								
BANK INVESTMENT TOTALS							28,104,729.84		
PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =								0.163422	

Investment Inventory Summary By Bank as of:

3/31/15

Water & City Combined

Bank of America

Fund	Type	Advice #	Purchase Date	Maturity Date	# of Days	Interest Rate	Purchase Price	Par Value	Interest to Date
701	Gov't Pool	1016		3/31/15			100,890.11	100,890.11	
701	Money market	1057		3/31/15			0.00	0.00	
701	PUBLIC FUND INTERE	1058		3/31/15			0.00	0.00	
701	C.D.						0.00	0.00	
BANK TOTALS							100,890.11	100,890.11	0.00
C.D.								0.00	
U.S TREASURY BILLS									
U.S TREASURY NOTES									
POOL INVESTMENTS							100,890.11		
MONEY MARKET								0.00	
PUBLIC FUND INTEREST CHECKING								0.00	
COMMERCIAL PAPER									
REPO									
BANK INVESTMENT TOTALS							100,890.11		
PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =									0.000587

Investment Inventory Summary By Bank as of:

3/31/15

Water & City Combined

MBIA

Fund	Type	Advice #	Purchase Date	Maturity Date	# of Days	Interest Rate	Purchase Price	Par Value	Interest to Date	
101	Gov't Pool	1049		3/31/15				0.00	0.00	
BANK TOTALS								0.00	0.00	0.00
C.D.								0.00		
U.S TREASURY BILLS										
U.S TREASURY NOTES										
POOL INVESTMENTS								0.00		
COMMERCIAL PAPER										
REPO										
BANK INVESTMENT TOTALS								0.00		
PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =										0.000000

Investment Inventory Summary By Bank as of:

3/31/15

Water & City Combined

FIFTH THIRD BANK

Fund	Type	Advice #	Purchase Date	Maturity Date	# of Days	Interest Rate	Purchase Price	Par Value	Interest to Date
101	Public Funds MM	1059		3/31/15			15,630,388.79	15,630,388.79	
101	C.D.							0.00	0.00
101	C.D.							0.00	0.00
BANK TOTALS							15,630,388.79	15,630,388.79	0.00
	C.D.							0.00	
	U.S TREASURY BILLS								
	U.S TREASURY NOTES								
	POOL INVESTMENTS							0.00	
	PUBLIC FUND MONEY MARKET						15,630,388.79		
	COMMERCIAL PAPER								
	REPO								
BANK INVESTMENT TOTALS							15,630,388.79		
PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =									0.090887

Investment Inventory Summary By Bank as of:

3/31/15

Water & City Combined

TCF BANK

Fund	Type	Advice #	Purchase Date	Maturity Date	# of Days	Interest Rate	Purchase Price	Par Value	Interest to Date
101	Money Market	1065		3/31/15			18,124,242.44	18,124,242.44	0.00
101	C.D.						0.00	0.00	0.00
101	C.D.							0.00	0.00
101	C.D.							0.00	0.00
101	C.D.							0.00	0.00

BANK TOTALS

18,124,242.44 18,124,242.44 0.00

- C.D.
- U.S TREASURY BILLS
- U.S TREASURY NOTES
- POOL INVESTMENTS
- MONEY MARKET
- COMMERCIAL PAPER
- REPO

18,124,242.44

BANK INVESTMENT TOTALS

18,124,242.44

PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =

0.105388

Investment Inventory Summary By Bank as of:

3/31/15

Water & City Combined

FLAGSTAR BANK

Fund	Type	Advice #	Purchase Date	Maturity Date	# of Days	Interest Rate	Purchase Price	Par Value	Interest to Date
101	Public Savings	1066		3/31/15			10,858,023.32	10,858,023.32	0.00
44	Public Savings	1067		3/31/15			4,022,788.81	4,022,788.81	0.00
72	Public Savings	1068		3/31/15			6,034,183.22	6,034,183.22	0.00
101	C.D.							0.00	0.00
101	C.D.							0.00	0.00

BANK TOTALS

20,914,995.35 20,914,995.35 0.00

C.D.

0.00

U.S TREASURY BILLS

U.S TREASURY NOTES

POOL INVESTMENTS

0.00

PUBLIC SAVINGS

20,914,995.35

COMMERCIAL PAPER

REPO

BANK INVESTMENT TOTALS

20,914,995.35

PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =

0.121616

Investment Inventory Summary By Bank as of:

3/31/15

Water & City Combined

Talmer Bank

Fund	Type	Advice #	Purchase Date	Maturity Date	# of Days	Interest Rate	Purchase Price	Par Value	Interest to Date	
101	Money Market	1080		3/31/15					0.00	
101	C.D.	64475		2/26/15	4/2/15	35	0.0030	8,012,452.12	8,012,452.12	2,203.42
101	C.D.	64476		3/3/15	4/7/15	35	0.0030	7,001,925.00	7,001,925.00	1,633.78
101	C.D.								0.00	0.00
101	C.D.								0.00	0.00

BANK TOTALS

15,014,377.12 15,014,377.12 3,837.21

- C.D.
- U.S TREASURY BILLS
- U.S TREASURY NOTES
- POOL INVESTMENTS
- MONEY MARKET
- COMMERCIAL PAPER
- REPO

15,014,377.12

0.00

BANK INVESTMENT TOTALS

15,014,377.12

PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =

0.087305

Investment Inventory Summary By Bank as of:

GRAND TOTALS ALL BANKS

Water & City Combined

3/31/15

3/31/15

Water & City Combined

171,976,042.92

171,976,042.92

3,837.21

INVENTORY BY TYPE OF INVESTMENT

PERCENT TO
TOTAL INVESTED
FUNDS

PURCHASE
PRICE

C.D.	0.087305	15,014,377.12
U.S TREASURY BILLS	0.000000	0.00
U.S TREASURY NOTES	0.000000	0.00
POOL INVESTMENTS	0.179304	30,836,028.38
MONEY MARKET	0.334619	57,546,388.76
PUBLIC FUND INTEREST CHECKING	0.398772	68,579,248.66
COMMERCIAL PAPER	0.000000	0.00
REPO	0.000000	0.00

INVENTORY INVESTMENT TOTALS ALL BANKS WATER AND CITY

171,976,042.92



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

May 29, 2015

City Council
City of Warren

**Re: JAMAR D. HORRIDE v CITY OF WARREN, ANTHONY RUDIN,
JON EPPICH, AND OFFICER TASSIS (1E11)**
USDC Eastern District Case No. 15-10777
Hon. Victoria A. Roberts

Dear Honorable Council:

Please be advised that the above lawsuit was served on the City of Warren on or about May 26, 2015 and a copy of the same was forwarded to you by the City Clerk on that date.

Plaintiff Jamar Horride's lawsuit stems from an arrest incident on March 3, 2013. Warren Police Officers presented to the lobby of the Quality Inn Hotel, where Plaintiff resided at the time of arrest. After shouting at the officers, Plaintiff alleges that the police officers repeatedly used pepper spray or mace, punched, and kicked the Plaintiff. This alleged behavior occurred before and after Plaintiff was handcuffed. Plaintiff claims that he asked to go to the hospital, but was instead held in a restraining chair for five hours. Plaintiff alleges that he suffered unspecified severe injuries, shock and emotional damages, possible aggravation of pre-existing conditions, great embarrassment and humiliation, as well as hampering of his ability to pursue a normal life. The lawsuit demands a jury trial and judgment in excess of \$75,000.

Plaintiff's claims are brought under the 4th Amendment and 42 USC §1983 for use of excessive force by the Warren Police Department. The City is also named as a Defendant for constitutional violations by permitting customs/policies/practices by police that led to the violation of Plaintiff's constitutional rights. Additional counts include assault and battery and gross negligence.

Letter to City Council
May 29, 2015
Page 2

Please place this matter on the next regular agenda to schedule a closed session regarding this litigation pursuant to Section 8(e) of Public Act 267 of 1976. At the time Council convenes the closed session, a two-thirds roll call vote is required.

Respectfully,

David Griem

David Griem
City Attorney

DG/AKO Horride_Mayor and Council letters ID 55917

cc: James R. Fouts, Mayor



May 21, 2015

CITY ATTORNEY'S OFFICE

ONE CITY SQUARE, SUITE 400

WARREN, MI 48093-5285

(586) 574-4671

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City Council
City of Warren

**Re: JENNIFER PELLOW, as PERSONAL REPRESENTATIVE OF THE ESTATE
OF NATHAN WESLEY PELLOW**
USDC Eastern District Case No. 15-11765
Hon. Terrence G. Berg

Dear Honorable Council:

Please be advised that the above lawsuit was served on the City of Warren on or about May 19, 2015 and a copy of the same was forwarded to you by the City Clerk on that date.

The complaint lists Warren Police Officers Kevin Barnhill, Shane McKibben, Robert Roy, John Adams, Dale Van Horn, and Police Sgt. Arthur L. Gill, jointly and severally, as Defendants in a 42 U.S.C. 1983 civil rights claim, concerning an incident allegedly occurring on August 30, 2013 with Nathan Wesley Pellow, deceased. Pellow's estate is the Plaintiff in the case. The incident involved Pellow striking a trailer in a vehicular accident at around 11:00 a.m. on August 30, 2013. The complaint claims that the officers, and unnamed firefighters, assaulted Pellow with flashlights and pepper-spray as they arrested Pellow, before and after he was restrained with three pairs of handcuffs. It is not clear why the officers were arresting Pellow. A firefighter allegedly checked on Pellow and found no pulse. Pellow was taken to St. John's Hospital Oakland where he was pronounced dead. Pellow's estate, through Jennifer Pellow, is seeking damages of more than \$75,000 in United States District Court, Eastern District of Michigan, Southern Division.

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,

David Griem
City Attorney

DG/sd Pellow_Mayor and Council letters Id55877

cc: James R. Fouts, Mayor



May 20, 2015

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

City Council
City of Warren

Re: KAZIMER L. GRABOWSKI v CITY OF WARREN
MCCC Case No. 15-1589CH
Hon. Richard L. Caretti

Dear Honorable Council:

Please be advised that the above lawsuit was served on the City of Warren on or about May 11, 2015, and a copy of the same was forwarded to you by the City Clerk on that date.

The lawsuit relates to property located at 11363 Konczal, Warren, MI 48089. On February 3, 2015, the Nuisance Abatement Board of Appeals approved the Determination of Nuisance at 11363 Konczal. On May 11, 2015, the City was in the process of abating the nuisance at 11363 Konczal by demolition, which was stopped due to the homeowner filing the above-referenced lawsuit for a Temporary Restraining Order and Injunctive Relief. The homeowner claims that he was not properly notified of the administrative hearings.

Please place this matter on the next regular agenda to schedule a closed session regarding this litigation pursuant to section 8(e) of Public Act 267 of 1976. At the time Council convenes the closed session, a two-thirds roll call vote is required.

Respectfully submitted,

David Griem

David Griem
City Attorney

DG/s/mayor and council ltrs grabowski/id#55774

cc: James R. Fouts, Mayor