



# 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, July 14, 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 June 23, 2015
- 7 APPROVAL OF THE BILLS
  - a) General Revenue Funds
  - b) Water & Sewer System
- 8 ANNOUNCEMENTS
  - a) Resolution for Regina High School Saddlelites and Coach Diane Laffey
- 9 PUBLIC HEARINGS/ADMINISTRATIVE HEARINGS:
- 10 CORRESPONDENCE FROM THE MAYOR:
  - a) (Postponed July 7, 2015 Special Meeting) Request of the Department of Public Works to award bid ITB-W-9011 to the low responsible and cost effective bidder C & J Parking Lot Sweeping, to furnish street sweeping services on a pilot program basis, throughout the city, for a total of two sweeps, in an amount not to exceed \$100,560.00. CONSIDERATION AND ADOPTION OF A RESOLUTION.
  - b) Notice of Mayor Veto action of item 10g of June 23, 2015. Request of the Department of Public Works to award bid ITB-W-9011; to furnish street sweeping Services throughout the city be awarded to the low responsible and cost effective bidder, C & J Parking Lot Sweep, for a three (3) year period, with an option to renew for two (2) additional one (1) year periods at the same terms and conditions as agreed by both parties, three year total not to exceed \$603,360.00. CONSIDERATION AND ADOPTION OF A RESOLUTION.

- c) Request of the 37<sup>th</sup> District Court to amend the Fiscal 2016 Budget to allow for the restructuring of the Probation Department through reclassifications and an amendment to the pay structure of the Administrative Assistant/Image Soft Coordinator. The budget amendment is needed to reflect the change in personnel, no additional appropriations are necessary. CONSIDERATION AND ADOPTION OF A RESOLUTION.
- d) Request of the Fire Department for a re-appropriation of funds in the amount of \$75,000.00 for the roof replacement at the Administration Building/Fire Station #2 which functions as one building. The funds were appropriated in the 2015 budget but the project was not completed in time. An additional appropriation of \$125,000.00 is necessary for the actual cost of the roof replacement which has been determined through bid process as \$200,000.00. CONSIDERATION AND ADOPTION OF A RESOLUTION.
- e) CONSIDERATION AND ADOPTION OF A RESOLUTION to amend the 2013/2014 Housing and Community Development Action Plan to provide additional funding for the Elza St. Paving project for a total allocation of \$294,225.00.
- f) CONSIDERATION AND ADOPTION OF A RESOLUTION to award bid and Contract for City Project P-15-589. Elza Street Concrete Paving (Audrey Avenue to Panama Avenue) to the low bidder, Warren Contractors and Development, Inc., in the total bid amount not to exceed \$734,360.00.
- g) Request to provide Public Notice of Intent to Sell Vacant Tax-Reverted Property at 11395 Cadillac, Warren, Parcel ID No. 13-34-228-032. CONSIDERATION AND ADOPTION OF A RESOLUTION.
- h) Request of Community Development to award contract ITB-W-9155 for the rehabilitation of a single family home at 22411 Audrey with NSP3 Funds to D & T Home Improvement in the amount of \$63,615.00. CONSIDERATION AND ADOPTION OF A RESOLUTION.
- i) Request of the Communications Department to award bid ITB-W-9212, to print four (4) issues of the Newsbeat Magazine, to Printwell, Inc., in the amount not to exceed a grand total of \$73,777.95. CONSIDERATION AND ADOPTION OF A RESOLUTION.
- j) Request of the Department of Public Works to award bid ITB-W-9214 for furnishing Slag, Sand & Aggregates for a one (1) year period, to the sole bidder, Edward C. Levy in an annual amount not to exceed \$43,111.00. CONSIDERATION AND ADOPTION OF A RESOLUTION.
- k) Request to award membership usage of the Courts and Law Enforcement Management Information System (CLEMIS) through the Oakland County Treasurer's Office, SOL-W-9221. CONSIDERATION AND ADOPTION OF A RESOLUTION.
- l) Request of the City Clerk's Office to waive the bidding procedure and authorize the purchase of Ballot Coding and Programming Services to the sole source provider, Melanie Weidmayer for a five (5) year period in an amount not to exceed \$5,300.00 per election. CONSIDERATION AND ADOPTION OF A RESOLUTION.
- m) Request of the Kiwanis Club of Warren for Sale and Consumption of Beer and Wine at the City square Park during the 2015 Warren Birthday Bash. CONSIDERATION AND ADOPTION OF A RESOLUTION.
- n) CONSIDERATION AND ADOPTION OF A RESOLUTION to approve contract Modification No. 1 and FINAL to City Contract JS-14-587, 2014 Joint and Crack Sealing Program resulting in an increase in contract amount of \$5,102.90 and to approve payment No. 4 and Final to Michigan Joint Sealing, Inc. in the amount of \$17,603.04.

- o) Request of the Engineering Division to approve Contract Modification No. 1 and FINAL and payment No. 10 and FINAL to City Contract P-13-569, 2013 Pavement Repairs with Zuniga Cement Construction, Inc., for a decrease in contract funding of \$2.22. CONSIDERATION AND ADOPTION OF A RESOLUTION.
- p) CONSIDERATION AND ADOPTION OF A RESOLUTION to award bid and approve contract for City Project PM-15-601, 2015 Pavement Marking Program (ITB-W-9129) with R. S. Contracting, Inc., the low bidder, in an amount not to exceed \$261,160.00. Authorizing the Mayor and Clerk to execute the contract.

**11 MISCELLANEOUS CORRESPONDENCE:**

**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 President Cecil D. St. Pierre, Jr., Request for CONSIDERATION AND ADOPTION OF A RESOLUTION to provide the local communities of Macomb County a Humane Pet Acquisition Ordinance.
- b) Request of City Council to direct the City Attorney to amend the Code of Ordinances and return review and consideration of Nuisance Abatement Appeals back to the City Council, thus eliminating the Nuisance Abatement Board of Appeals after their next scheduled meeting of August 4, 2015.

**15 ADJOURNMENT**

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

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

## CONSENT AGENDA

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

### Item 4:

- a) Request to schedule a Closed Session pursuant to section 8 (e) of Public Act 267 of 1976 relating to the matter of Edward Knitter v City of Warren, Officer Kerr, Officer Bagiano and Officer Masserang USDC Eastern District Case No. 2:15-cv-11858-DML-MJH. Hon. David M. Lawson.
- b) Investment Schedule 5/31/15-City Only
- c) Investment Schedule 5/31/15-Water Only
- d) Investment Schedule 5/31/15-City and Water Combined
- e) Request of Holy Cross Lutheran Church for a waiver of festival application fees for a festival to be held on Sunday, September 27, 2015 at 30003 Ryan Road.
- f) Request of St. Louise de Marillac Catholic Church for a waiver of festival application fees for a festival to be held September 11, 12 and 13, 2015 at 2500 Twelve Mile Road.
- g) Request to confirm the Re-appointments of Daniel A. Pasque and James L. Schroth to the Brownfield Redevelopment Authority. Each appointment expires on March 28, 2018.
- h) Request to confirm the Appointment of Gregory Jackson to the Downtown Development Authority for a term to expire on May 31, 2016. Also to confirm the re-appointment of Hank Riberas and Oscar Zamora each with a term to expire May 31, 2019.
- i) Request to schedule a Public Hearing to consider the recommendation of the Brownfield Redevelopment Authority to approve an amended Brownfield Plan for a project proposed by Star Warren Property, LLC, for property located at 13875 E. Ten Mile Road, Parcel Number 13-24-353-004. CONSIDERATION AND ADOPTION OF A RESOLUTION-Set Public Hearing Date-August 25, 2015.

**WARREN CITY COUNCIL  
REGULAR MEETING  
June 23, 2015**

A Regular Meeting of the Warren City Council was called for Tuesday, June 23, 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:**

Mary Michaels, Acting City Attorney  
James Van Havermaat, City Engineer  
Officer Kurt Northrup, Police Liquor Licensing  
Dave Koss, Water Department  
Gus Ghanam, Deputy Public Service Director  
Rob Maleszyk, Controller  
David Frederick, Fire Department  
Lee Zumbunnen, Local 1250

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 Councilwoman Colegio and supported motion made by Councilman Stevens.

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REGULAR MEETING  
June 23, 2015  
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At the request of the administration item 4m was removed from the consent agenda.

**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 Green.

**Roll Call:**

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

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

6. **APPROVAL OF THE MINUTES**

a) **Minutes of the Regular Meeting of June 9, 2015**

**Motion:**

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

**Voice Vote:**

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

7. **APPROVAL OF THE BILLS**

a) **General Revenue Funds**

**Motion:**

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

WARREN CITY COUNCIL  
REGULAR MEETING  
June 23, 2015  
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**Roll Call:**

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

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

b) **Water & Sewer System**

**Motion:**

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

**Roll Call:**

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

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

8. **ANNOUNCEMENTS**

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

- a) **PUBLIC HEARING:** Request to review and confirm Special Assessment Roll No. 463 related to 20749 Plumhoff, Nuisance Abatement.  
**CONSIDERATION AND ADOPTION OF A RESOLUTION.**

**Motion:**

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

**Roll Call:**

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

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REGULAR MEETING  
June 23, 2015  
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Councilman Stevens	Yes
Councilman Green	Yes
Councilman Warner	Yes
Councilman Sadowski	Yes
Councilman Boccomino	Yes
Councilwoman Colegio	Yes
Chairman St. Pierre	Yes

- b) **ADMINISTRATIVE HEARING:** Request to Transfer Class C Liquor License with Sunday Sales license from J. Edgar's on Hoover Inc. to Bora Bora's Bar & Grill Inc. Located at 11650 Thirteen Mile, DBA Bora Bora's.  
CONSIDERATION AND ADOPTION OF A RESOLUTION.

**Motion:**

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

**Roll Call:**

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

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

10 **CORRESPONDENCE FROM THE MAYOR:**

- a. CONSIDERATION AND ADOPTION OF A RESOLUTION approving amendments to the city of Warren Freedom of Information Act-Policy, Procedures and Guidelines.

**Motion:**

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

**Roll Call:**

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

Councilman Stevens	Yes
Councilman Green	Yes

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

- b. CONSIDERATION AND ADOPTION OF A RESOLUTION to approve emergency funds and repairs be awarded to Engineered Solutions Midwest Inc., to perform the necessary repairs of two (2) pressure reducing valve stations. Current estimates for repairs are \$8,751.46 with an additional funding request in the amount of \$6,248.54 for any contingencies, total amount requested not to exceed \$15,000.00.

**Motion:**

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

**Roll Call:**

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

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

- c. Request of the Engineering Division to approve corrected details for Special Assessment District SO 443 to correct the actual work performed at 32009 Stricker and 31327 Lyons Circle East. 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).

Councilman Colegio	Yes
Councilman Stevens	Yes
Councilman Sadowski	Yes
Councilman Green	Yes

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REGULAR MEETING  
June 23, 2015  
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Councilman Warner	Yes
Councilman Boccomino	Yes
Chairman St. Pierre	Yes

- d. CONSIDERATION AND ADOPTION OF A RESOLUTION to approve Contract Extension No. 6 to City Contract WS-13-550, 2013 Annual Excavation and Water and Sewer Repairs, Superior Excavating, Inc., increasing the current amended amount by \$100,000.00, resulting in a total amended amount of \$808,002.12.

**Motion:**

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

**Roll Call:**

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

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

- e. Request of the Fire Department to award bid ITB-W-9186 to the sole bidder, SBD Commercial Interiors for furnishing dayroom chairs to the fire department, in the total annual amount of \$22,919.00. 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 Warner	Yes
Councilman Green	Yes
Councilman Boccomino	Yes
Councilman Sadowski	Yes
Chairman St. Pierre	Yes

WARREN CITY COUNCIL  
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June 23, 2015  
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- f. Request of the Department of Public Works to waive the bidding process and authorize the purchase of Monroe Parts to the sole source provider, Truck & Trailer Specialties for a two (2) year period with the option to renew for three (3) additional one (1) year periods, in an annual amount not to exceed \$20,000.00. CONSIDERATION AND ADOPTION OF A RESOLUTION.

**Motion:**

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

**Roll Call:**

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

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

- g. Request of the Department of Public Works to award bid ITB-W-9011; to furnish street sweeping Services throughout the city be awarded to the low responsible and cost effective bidder C & J Parking Lot Sweep for a three (3) year period, with an option to renew for two (2) additional one (1) year periods at the same terms and conditions as agreed by both parties, three year total not to exceed \$603,360.00. CONSIDERATION AND ADOPTION OF A RESOLUTION.

**Motion:**

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

**Roll Call:**

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

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

WARREN CITY COUNCIL  
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June 23, 2015  
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Councilwoman Colegio	No
Chairman St. Pierre	Yes

- h. Request of the Department of Public Works to split bid ITB-W-9106 for hoses/fittings between Exotic Automation Supply in an annual amount not to exceed \$1,108.50 and MSC Industrial Supply in an annual amount not to exceed \$20,000.00, for an annual total amount not to exceed \$41,108.50.  
CONSIDERATION AND ADOPTION OF A RESOLUTION.

**Motion:**

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

**Roll Call:**

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

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

- i. Request of the Information Systems Department to waive the bidding process and authorize award of annual financial software maintenance to Aptean, Inc., the sole source provider, in the amount of \$54,755.67.  
CONSIDERATION AND ADOPTION OF A RESOLUTION.

**Motion:**

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

**Roll Call:**

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

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

WARREN CITY COUNCIL  
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- j. Request of the City Clerk's Office to waive the bidding process and authorize the purchase of Printed Ballots, Precinct Supply Kits, and Elected related materials to the sole source provider, Printing Systems, Inc. for a five year period, in an amount not to exceed \$40,000.00 per election.  
CONSIDERATION AND ADOPTION OF A RESOLUTION.

**Motion:**

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

**Roll Call:**

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

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

- k. Request to approve and appoint one representative from City Council to the RFP for GM Dealership Parts and Service.

**Motion:**

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

**Voice Vote:**

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

- l. Request to approve and appoint one representative from City Council to the RFP for Property Tax Appeal Attorney Services.

**Motion:**

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

**Voice Vote:**

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

**11 MISCELLANEOUS CORRESPONDENCE:**

**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 agreement between Leadership Consultants, Inc. and the Warren City Council, RFP-W-7033 in the annual amount not to exceed \$74,400.00. Contract runs from July 1, 2015 to June 30, 2016.

**Motion:**

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

**Roll Call:**

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

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

b. Council President Cecil D. St. Pierre, Jr. Discussion in re: Nuisance at 13428 Georgianna.

**Motion:**

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

WARREN CITY COUNCIL  
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**Voice Vote:**

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

**15 ADJOURNMENT**

**Motion:**

A motion to adjourn was made by 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 8:27 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 JULY 14, 2015  
 SUMMARY PAGE

FUND	FUND NAME	TOTAL DISBURSEMENTS
101	GENERAL FUND	\$ 2,633,319.00
202	MTF ACT 51 MAJOR OPERATNG	497,205.17
203	MTF ACT 51 LOCAL OPERATNG	5,089.30
204	2011 LOCAL STREET R&M	501,194.58
208	RECREATION SPEC REVENUE	54,280.02
226	SANITATION SPECIAL REV	138,228.69
230	RENTAL ORDINANCE REVENUE	470.63
250	COMMUNICATIONS	26,439.38
260	VICE CRIME CONFISCATION	840.00
261	DRUG FORFEITURE FUND	68,577.82
262	POLICE TRAINING FUND	5,545.00
271	LIBRARY SPECIAL REVENUE	53,339.48
273	CDBG ENTITLEMENT FUND	2,862.22
278	HOUSING OPPORTUNITIES	28,930.92
279	NSP - 1	770.03
280	NSP - 3	586.94
384	S/A SERIES'05 DEBT RETIRE	150.00
435	2006 CAPITAL IMPROV BONDS	1,834.98
494	DDA ADMINISTRATION FUND	308.47
495	TIFA CONSTRUCTION FUND	34.99
536	SENIOR HOUSING - STILWELL	29,409.15
537	SENIOR HOUSING-JOS. COACH	19,312.10
701	UNALLOCATED TAX FUND	2,056.82
702	CASH BOND FUND	3,000.00
750	PAYROLL REVOLVING FUND	126,490.55
801	S/A REVOLVING FUND	20,300.00
802	SIDEWALK & TREE S/A FUND	<u>5,042.23</u>
	TOTAL CITY DISBURSEMENTS	<u>\$ 4,225,618.47</u>

CITY OF WARREN  
 BILLS TO BE APPROVED FOR PAYMENT  
 REGULAR MEETING OF JULY 14, 2015

GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	731	AT&T	4481989	1,592.96
	VARIOUS	MONTHLY PHONE SERVICE		
101	11369	AT&T MOBILITY	4481990	452.23
	VARIOUS	CELLULAR SERVICE		
101	80206	BLUE CARE NETWORK	4482032	247,070.78
	VARIOUS	HEALTH INSURANCE PREMIUM		
101	80029	DELTA DENTAL OF MICHIGAN	4482033	37,977.69
	VARIOUS	DENTAL INSURANCE PREMIUM		
101	323	DTE ENERGY	4481992	6,119.38
	VARIOUS	ELECTRIC SERVICE		
101	323	DTE ENERGY	4481993	2,690.22
	VARIOUS	ELECTRIC SERVICE		
101	324	DTE ENERGY	4482016	239,277.39
	HIGHWAY STREET LIGHTING	ELECTRIC SERVICE		
101	323	DTE ENERGY	4482035	687.47
		ELECTRIC SERVICE		
101	80023	GOLDEN DENTAL PLANS	4482034	2,323.87
	VARIOUS	DENTAL PREMIUMS		
101	12610	NETWORK SOLUTIONS	4481998	629.82
	FIRE DEPARTMENT	9-YR DOMAIN RENEWAL		
101	14433	PAETEC TELEPHONE	4482030	6,776.44
	VARIOUS	TELEPHONE SERVICE		
101	13992	SPRINT PCS	4482027	809.18
		PHONE SERVICE		
101	12239	VERIZON WIRELESS	4481988	2,078.55
	VARIOUS	CELLULAR SERVICE		
101	12239	VERIZON WIRELESS	4482028	318.16
	VARIOUS	CELLULAR SERVICE		
101	11094	XO COMMUNICATIONS LLC	4481994	49.54
	ADMIN UNALLOCATED EXPENSE	MONTHLY PHONE SERVICE		
101	7566	3M	556400	1,394.43
		OPERATING SUPPLY		
101	13180	AARON A HILGENDORF	556503	150.00
	37TH DISTRICT COURT	COURT APPOINTED ATTORNEY		
101	125	ABEL ELECTRONICS INC	556304	64.73
	D P W GARAGE	ELECTRICAL SUPPLY		
101	12250	ACE-TEX ENTERPRISES INC	556482	909.50
	D P W GARAGE	MAINTENANCE SUPPLY		
101	8865	ADIL HARADHVALA	556418	300.00
	37TH DISTRICT COURT	COURT APPOINTED ATTORNEY		
101	9421	AIS CONSTRUCTION EQUIPMNT	556426	321.45
	D P W GARAGE	EQUIPMENT SUPPLY		
101	7878	AJAX MATERIALS CORP	556406	5,554.94
		PAVING MATERIALS		
101	34	AJAX TRAILERS LLC	556300	44.95
	D P W GARAGE	EQUIPMENT SUPPLY		
101	99998	ALAN BARANSKI	556714	13.00
	37TH DISTRICT COURT	JURY DUTY		

CITY OF WARREN  
 BILLS TO BE APPROVED FOR PAYMENT  
 REGULAR MEETING OF JULY 14, 2015

GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	6698	ALL PRO EXERCISE INC	556393	124.00
		POLICE DEPARTMENT EQUIPMENT SERVICE/SUPPLY		
101	7775	ALL SEASONS OUTDOOR EQUIP	556402	658.83
		D P W GARAGE EQUIPMENT SUPPLY		
101	43	ALLIE BROTHERS INC	556301	1,848.94
		VARIOUS UNIFORMS		
101	14395	ALOIA AND ASSOCIATES PC	556551	75.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	12626	ALYIA M HAKIM	556492	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	99998	ANDELA HALLISY	556715	13.00
		37TH DISTRICT COURT JURY DUTY		
101	13532	ANDREA C IRONS	556517	975.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	9457	ANDREW M CANU	556427	175.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	99998	ANMAR ROMAYA	556716	38.50
		37TH DISTRICT COURT JURY DUTY		
101	14966	ANN PAUTA	556582	70.00
		ZONING BOARD OF APPEALS BOARD OF APPEALS		
101	7335	ANTHONY E JACOBS	556397	275.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	99998	ANTHONY IANITELLI	556717	729.30
		REVENUES ESCHEAT REFUND		
101	7481	APOLLO FIRE APPARATUS	556399	75.00
		FIRE DEPARTMENT VEHICLE MAINTENANCE		
101	77	APOLLO FIRE EQUIPMENT CO	556302	19,287.00
		VARIOUS VEHICLE MAINT/OPERATING		
101	15388	APTEAN INC	556602	54,755.67
		INFORMATION SYSTEMS MAINTENANCE AGREEMENT		
101	10612	ARC	556447	40.00
		D P W GARAGE HIGH SPEED COPYING		
101	8646	AUTOMATED BUSINESS	556416	97.00
		TREASURER MAINTENANCE AGREEMENT		
101	13199	AVIS CHOULAGH LAW PLLC	556504	800.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	99998	AZMOL ALI	556719	13.50
		37TH DISTRICT COURT JURY DUTY		
101	99998	BARBARA BLEVINS	556720	12.90
		37TH DISTRICT COURT JURY DUTY		
101	99998	BECKY HETCHLER	556721	12.90
		37TH DISTRICT COURT JURY DUTY		
101	126	BELL EQUIPMENT CO	556305	1,076.38
		D P W GARAGE EQUIPMENT SUPPLY		
101	806	BELLE TIRE	556331	244.95
		D P W GARAGE VEHICLE MAINTENANCE		
101	16216	BESTES LANDSCAPING LLC	556656	497.35
		D P W GARAGE LANDSCAPING SUPPLIES		

CITY OF WARREN  
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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	132	BID'S SERVICE INC	556306	363.62
		D P W GARAGE EQUIPMENT SUPPLY		
101	136	BINSON'S HOME HEALTH	556307	51.00
		FIRE DEPARTMENT MEDICAL SUPPLY		
101	15187	BOBS SPECIALTY COMPANY	556591	84.50
		VARIOUS NAME PLATE		
101	16504	BRADLEY J FRIEDMAN	556703	200.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	3090	BRANCH TREE SERVICE INC	556363	16,800.00
		D P W GARAGE TREE TRIMMING/REMOVAL		
101	3521	BRONNERS CHRISTMAS	556369	933.40
		BEAUTIFICATION DECORATIONS		
101	8323	BS & A SOFTWARE	556409	6,640.00
		TREASURER COMPUTER SOFTWARE		
101	16420	BUILDASIGN.COM	556669	499.74
		ANIMAL RIGHTS COMMISSION PROGRAM SUPPLY		
101	184	C & G PUBLISHING INC	556308	977.50
		VARIOUS PUBLIC NOTICE		
101	4116	CARES WORKLIFE SOLUTIONS	556376	4,250.00
		HUMAN RESOURCES EMPLOYEE ASSISTANCE PROG		
101	16199	CCP INDUSTRIES	556653	108.25
		D P W GARAGE OPERATING SUPPLY		
101	215	CENTRAL OIL CO	556309	2,397.55
		D P W GARAGE OIL PRODUCTS		
101	16021	CHARLES J PRYOR	556635	35.00
		PLANNING PLANNING COMMISSION		
101	99998	CHARLES SHADE	556722	37.90
		37TH DISTRICT COURT JURY DUTY		
101	99998	CHERYL POPP	556723	13.00
		37TH DISTRICT COURT JURY DUTY		
101	10207	CHERYL ZIPAY	556443	16.40
		37TH DISTRICT COURT CERTIFIED TRANSCRIPT		
101	14902	CHRIS METRY	556577	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	14483	CHRISTOPHER ALAYAN	556553	350.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	11219	CINTAS FIRST AID & SAFETY	556461	1,430.99
		BUILDING MAINTENANCE FIRST AID SUPPLY		
101	1204	CITY OF WARREN	556340	7,500.00
		FIRE DEPARTMENT FIRE PROT/HYDRANT REPAIR		
101	1214	CITY OF WARREN	556342	74.15
		D P W GARAGE PETTY CASH		
101	1226	CITY OF WARREN	556343	61.84
		BUILDING INSPECTIONS PETTY CASH		
101	99998	CITY OF WARREN	556726	126.92
		AGENCY FEES		
101	16501	CLAIR HURMUZ	556700	84.53
		COUNCIL MILEAGE		

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	16005	CLASS 'A' TRAINING CENTER	556633	7,336.00
		37TH DISTRICT COURT DRUG TESTING		
101	14530	CLAUDETTE ROBINSON	556556	35.00
		PLANNING PLANNING COMMISSION		
101	2711	CMP DISTRIBUTORS INC	556357	3,450.00
		POLICE DEPARTMENT BALLISTIC SHEILDS		
101	15297	CNA SURETY DIRECT BILL	556597	500.00
		ADMIN UNALLOCATED EXPENSE PROCESS SERVER BOND RENEW		
101	3667	COMCAST CABLEVISION	556373	18.98
		FIRE DEPARTMENT CABLE TELEVISION		
101	12310	COMCAST COMMERCIAL ONLINE	556484	641.66
		VARIOUS INTERNET SERVICE		
101	6425	COMMERCIAL JANITORIAL	556391	647.18
		D P W GARAGE MAINTENANCE SUPPLY		
101	14635	COMPONE ADMINISTRATORS	556565	56,592.38
		WORKERS COMPENSATION		
101	70273	CRAIG KIRBY	556706	281.59
		POLICE DEPARTMENT PLAINCLOTHES		
101	99998	CRAIG SANDERS	556728	13.00
		37TH DISTRICT COURT JURY DUTY		
101	14756	CREST FORD, INC	556570	289.29
		D P W GARAGE VEHICLE MAINTENANCE		
101	12531	DANA FREERS	556488	225.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	12624	DANIEL ARM	556491	225.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	7176	DANIEL N GARON	556395	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	99998	DARRYL BALLARD	556731	79.00
		37TH DISTRICT COURT JURY DUTY		
101	7286	DAVID M SINUTKO	556396	50.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	4490	DAVID R HAUGAN	556378	175.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	6175	DAWN M WALTON	556388	300.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	13638	DEAF COMMUNITY ADVOCACY	556524	163.00
		37TH DISTRICT COURT INTERPRETING SERVICES		
101	14374	DEALER AUTO PARTS SALES	556549	337.27
		D P W GARAGE VEHICLE MAINTENANCE		
101	99998	DEBORAH HALL-GODSEY	556733	38.70
		37TH DISTRICT COURT JURY DUTY		
101	12229	DEBORAH WHYMAN	556481	850.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	3627	DELANG FLUID POWER INC	556371	480.63
		D P W GARAGE VEHICLE MAINTENANCE		
101	11163	DELL MARKETING L P	556458	545.59
		POLICE DEPARTMENT COMPUTER SUPPLY		

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101	80110	DELTA DENTAL PLAN	556713	3,886.96
	VARIOUS	RETIREES DENTAL INSURANCE		
101	8133	DEPENDABLE WHOLESALE INC	556407	4,061.95
	D P W GARAGE	HEAVY DUTY TIRE REPAIR		
101	313	DES MOINES STAMP MFG CO	556313	10.50
	37TH DISTRICT COURT	STAMPS		
101	99998	DETROIT BUILD INC	556734	156.00
	REVENUES	ELEC PERMIT REFUND		
101	317	DETROIT CHEMICAL & PAPER	556314	730.70
	BUILDING MAINTENANCE	MAINTENANCE SUPPLY		
101	16506	DETROIT EDISON COMPANY	556705	132,073.00
	HIGHWAY STREET LIGHTING	LED STREET LIGHT INSTALL		
101	15428	DIANA SHKRELI	556603	150.00
	37TH DISTRICT COURT	COURT APPOINTED ATTORNEY		
101	15855	DIRECT PAPER SUPPLY	556628	209.25
	POLICE DEPARTMENT	OPERATING SUPPLY		
101	99998	DONNA LABADIE	556736	37.70
	37TH DISTRICT COURT	JURY DUTY		
101	99998	DONNA MOORE	556737	79.30
	37TH DISTRICT COURT	JURY DUTY		
101	5020	DOUGLAS J BRINKMAN	556380	200.00
	CIVIL SERVICE-POL & FIRE	P&F CIVIL SERVICE COMMISS		
101	99998	DRIP DRY WATERPROOFING	556739	188.00
	REVENUES	ZONING/BLDG PERMIT REFUND		
101	14146	EBCO COMPANY LLC	556538	561.85
	37TH DISTRICT COURT	OPERATING SUPPLY		
101	15568	ECIVIS INC	556609	3,642.86
	VARIOUS	GRANT MANAGEMENT SOFTWARE		
101	5680	EDGAR FRAZIER	556384	768.00
	HUMAN RESOURCES	FIRE ORAL BOARD		
101	16286	EDNA M KARPINSKI	556660	35.00
	PLANNING	PLANNING COMMISSION		
101	631	EDWARD C LEVY CO	556323	622.58
		PAVING MATERIAL		
101	13008	ELITE TRAUMA CLEAN UP INC	556500	215.00
	FIRE DEPARTMENT	BIO HAZARD CLEANUP		
101	11143	ENA GOTTSCHALK	556457	21.00
	ADMIN UNALLOCATED EXPENSE	TRAVEL EXPENSE		
101	12974	ERIN FREERS-COLE	556498	150.00
	37TH DISTRICT COURT	COURT APPOINTED ATTORNEY		
101	99998	ERNEST BUSSEY	556740	12.90
	37TH DISTRICT COURT	JURY DUTY		
101	7359	FEDERAL PIPE & SUPPLY	556398	77.30
	D P W GARAGE	MAINTENANCE SUPPLY		
101	15450	FEMMININEO ATTORNEYS PLLC	556605	337.50
	37TH DISTRICT COURT	COURT APPOINTED ATTORNEY		
101	14607	FLEET PRIDE HEAVY DUTY	556562	3,153.81
	D P W GARAGE	AUTO PARTS		

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101	13289	GADY ALAOUI	556506	400.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	15977	GAME TIME	556631	1,870.56
		ANIMAL RIGHTS COMMISSION	OPERATING EQUIPMENT	
101	99998	GARNER PROPERTIES & MGMT	556742	240.00
		REVENUES	SPECIAL PERMIT REFUND	
101	13932	GARRETT DOOR CO	556529	285.00
		BUILDING MAINTENANCE	OVERHEAD DOOR SERVICE	
101	14308	GENEVIEVE LYNN TAYLOR	556546	950.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	13943	GENUINE PARTS COMPANY	556530	280.93
		D P W GARAGE	VEHICLE PARTS	
101	15475	GENUINE PARTS COMPANY	556607	248.18
		D P W GARAGE	VEHICLE PARTS	
101	99998	GEORGE HANNA	556743	64.00
		REVENUES	BUILDING PERMIT REFUND	
101	99998	GJYLA GOJANI	556745	38.50
		37TH DISTRICT COURT	JURY DUTY	
101	15273	GOLD COIN LAUNDRIES LLC	556596	1,073.38
		FIRE DEPARTMENT	LAUNDRY SERVICE	
101	80109	GOLDEN DENTAL PLAN	556712	81.46
		CITY RETIREMENT	RETIREEES DENTAL INSURANCE	
101	9029	GORDON FOOD SERVICE INC	556421	183.32
		VARIOUS	PARTY ROOM/BANQUET SUPPLY	
101	10875	GOV CONNECTION INC	556449	1,225.13
		VARIOUS	COMPUTER EQUIPMENT	
101	8451	GREGG ALTIMORE	556413	25.00
		FIRE DEPARTMENT	REIMBURSEMENT	
101	15188	GREGORY C TRZASKOMA	556592	500.00
		CULTURAL COMMISSION	ANNUAL OPERATIONAL GRANT	
101	16413	GSP MARKETING INC	556668	436.28
		D P W GARAGE	MAINTENANCE SUPPLY	
101	10874	HALT FIRE INC	556448	575.48
		D P W GARAGE	VEHICLE MAINTENANCE	
101	99998	HAROLD TAPERT	556746	13.50
		37TH DISTRICT COURT	JURY DUTY	
101	16060	HAVIS	556637	398.00
		POLICE DEPARTMENT	EQUIPMENT MAINTENANCE	
101	14558	HENRY BRASZA	556559	70.00
		ZONING BOARD OF APPEALS	BOARD OF APPEALS	
101	3048	HENRY J CRISCUOLO	556360	669.10
		HUMAN RESOURCES	FIRE ORAL BOARD	
101	3180	HERITAGE FLAG & BANNER	556366	900.00
		BUILDING MAINTENANCE	FLAGS	
101	15302	HEWLETT-PACKARD STATE	556599	9,154.81
		INFORMATION SYSTEMS	COMPUTER EQUIPMENT	
101	16458	HI-TECH SYSTEM SERVICE	556682	2,205.00
		POLICE DEPARTMENT	SOFTWARE SUBSCRIPTION	

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101	235	HL CLAEYS & CO	556310	1,559.28
		VARIOUS PLUMBING SUPPLY		
101	6187	HOME DEPOT CREDIT SERVICE	556389	927.85
		VARIOUS MAINTENANCE SUPPLY		
101	7814	HOWARD L SHIFMAN PC	556405	8,498.50
		HUMAN RESOURCES PROFESSIONAL SERVICES		
101	8950	HYLANT GROUP	556420	1,276,068.26
		VARIOUS LIABILITY INSURANCE RENEW		
101	671	INDEPENDENT NEWSPAPERS	556328	493.10
		COUNCIL NOTICES		
101	537	INDUSTRIAL BROOM SERVICE	556320	195.00
		D P W GARAGE EQUIPMENT SUPPLY		
101	99998	IRIS PATTERSON	556747	66.60
		37TH DISTRICT COURT JURY DUTY		
101	9807	J & P AUTO ELECTRIC	556435	175.00
		D P W GARAGE VEHICLE MAINTENANCE		
101	16362	J EWING LLC	556663	400.00
		37TH DISTRICT COURT VIDEO SYSTEM REINSTALL		
101	348	JACK DOHENY SUPPLIES INC	556316	603.81
		D P W GARAGE EQUIPMENT SUPPLY		
101	11712	JACQUELINE R WRIGHT	556472	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	11877	JAMES B ROONEY	556475	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	13911	JAMES P CONRAD ATTORNEY	556528	950.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	99998	JAMES ROOKS	556749	13.30
		37TH DISTRICT COURT JURY DUTY		
101	99998	JAMIE BIHNAM	556750	240.00
		REVENUES SPECIAL PERMIT REFUND		
101	15595	JASON MCCLANAHAN	556611	35.00
		PLANNING PLANNING COMMISSION		
101	14210	JEAN BECHER	556540	35.00
		ZONING BOARD OF APPEALS BOARD OF APPEALS		
101	15671	JENNA BOMMARITO	556618	500.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	16043	JENNIFER A ANDARY PC	556636	1,000.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	9298	JENNIFER CHUPA	556424	1,500.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	14217	JENNIFER VIGUS	556541	35.00
		ZONING BOARD OF APPEALS BOARD OF APPEALS		
101	3172	JL GEISLER CORP	556365	1,242.00
		HISTORICAL COMMISSION CAST BRONZE PLAQUE		
101	14378	JOCELYN HOWARD	556550	35.00
		PLANNING PLANNING COMMISSION		
101	14869	JOHN ELKHOURY	556574	200.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		

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101	13598	JOHN S KUPIEC	556522	35.00
		PLANNING	PLANNING COMMISSION	
101	13314	JOHNSON CONTROLS INC	556508	3,035.68
		BUILDING MAINTENANCE	HVAC MAINTENANCE	
101	12966	JONATHAN BIERNAT	556497	425.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	13402	JOSEPH ARNONE	556512	100.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	11248	JOSEPH CIARAMITARO III	556462	100.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	14088	JR SERVICES GROUP LLC	556536	31,179.72
		PROPERTY MAINTENANCE	WEED MOWING SERVICES	
101	13986	JUDE SOYAD	556533	150.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	4330	JUDY FURGAL	556377	70.00
		ZONING BOARD OF APPEALS	BOARD OF APPEALS	
101	13488	JULES DESCAMPS JR	556514	70.00
		ZONING BOARD OF APPEALS	BOARD OF APPEALS	
101	12460	KATHERINE HOM	556486	200.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	8412	KATHLEEN G GALEN	556412	750.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	16285	KATHLEEN MILLER	556659	200.00
		CIVIL SERVICE-POL & FIRE	P&F CIVIL SERVICE COMMISS	
101	15736	KATHLEEN TEMPLIN	556621	420.00
		37TH DISTRICT COURT	3/4 HOUSING	
101	3860	KENNETH J WROBEL	556374	425.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	16210	KEVIN M SOMMERS	556655	200.00
		CIVIL SERVICE-POL & FIRE	P&F CIVIL SERVICE COMMISS	
101	8873	KEVIN SCHNEIDER	556419	350.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	14162	KEVIN WATT	556539	25.00
		FIRE DEPARTMENT	REIMBURSEMENT	
101	99998	KIMBERLY DEAN	556753	79.90
		37TH DISTRICT COURT	JURY DUTY	
101	15856	KIMBERLY DIBARTOLOMEO	556629	350.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	5739	KIMBERLY T BROWN	556385	150.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	601	KIRKS AUTOMOTIVE INC	556321	2,135.00
		D P W GARAGE	VEHICLE MAINTENANCE	
101	16492	KYLE MORROW	556698	25.00
		FIRE DEPARTMENT	REIMBURSEMENT	
101	99998	LAKAISHA IRELAND	556754	13.10
		37TH DISTRICT COURT	JURY DUTY	
101	13336	LANDSCAPE SERVICE INC	556510	7,842.00
		PROPERTY MAINTENANCE	RODENT INSPECTION PROGRAM	

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101	15337	LAW OFFICE JUSTIN POLLARD	556600	550.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	13881	LAZER HYDRAULIC & HOSE	556527	123.86
		D P W GARAGE MAINTENANCE SUPPLIES		
101	12652	LEADERSHIP CONSULTANTS	556493	18,600.00
		COUNCIL LEGISLATIVE CONSULTING		
101	99998	LILIANA DUMITER	556755	12.70
		37TH DISTRICT COURT JURY DUTY		
101	10591	LORAIN C KENNY	556446	300.00
		37TH DISTRICT COURT COURT REPORTING SERVICE		
101	9871	LOWES HOME IMPROVEMENT	556436	8.52
		BUILDING MAINTENANCE MAINTENANCE SUPPLY		
101	99998	LYDIA KNIGHT	556756	13.00
		37TH DISTRICT COURT JURY DUTY		
101	6531	LYNN JEFFREY EASTIN	556392	412.50
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	3083	LYNN PEAVEY COMPANY	556362	504.20
		POLICE DEPARTMENT OPERATING SUPPLY		
101	661	MACOMB COUNTY FINANCE	556326	3,657.45
		VARIOUS RADIO CHARGES		
101	2311	MACOMB COUNTY FIRE CHIEFS	556355	170.00
		FIRE DEPARTMENT DUES		
101	9910	MALITA BARRETT	556438	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	16429	MANNEQUIN STORE	556670	133.99
		HISTORICAL COMMISSION PROGRAM SUPPLY		
101	1766	MARK H TEKLINSKI	556352	175.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	9739	MARY CLARK	556434	300.00
		PLANNING STENOGRAPHIC SERVICES		
101	16164	MATHEWS ELECTRIC INC	556650	995.00
		BUILDING MAINTENANCE ELECTRICAL SERVICE		
101	11212	MATTIOLI CEMENT CO LLC	556460	3,400.00
		D P W GARAGE EMERGENCY REPAIR		
101	15766	MCR MEDICAL SUPPLY INC	556622	670.00
		POLICE DEPARTMENT OPERATING SUPPLY		
101	9600	MDOT	556431	45,206.39
		ENGINEERING & INSPECTIONS NON MOTORIZED PATHWAY		
101	16281	MEROLLIS CHEVROLET	556658	164.71
		D P W GARAGE VEHICLE MAINTENANCE		
101	8730	MERVIN R GROBBEL	556417	30.00
		BUILDING INSPECTIONS REIMBURSEMENT		
101	16346	MICHAEL F MACHERZAK	556662	350.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	16116	MICHAEL FONTANA	556646	21.00
		ADMIN UNALLOCATED EXPENSE TRAVEL EXPENSE		
101	14018	MICHAEL J DZUBAK	556534	325.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	9497	MICHAEL K JANADIA	556428	150.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	12075	MICHELE MARTIN	556478	300.00
		CRIME COMMISSION	CLERICAL SERVICES	
101	15773	MICHIGAN AUTOMOBILE INS	556623	17,357.19
		ADMIN UNALLOCATED EXPENSE	ASSIGN CLAIMS FACILITY	
101	10401	MICHIGAN MAINTENANCE	556445	227.15
		BUILDING MAINTENANCE	OPERATING SUPPLY	
101	3053	MICHIGAN.COM	556361	157.52
		MAYOR	SUBSCRIPTION	
101	14867	MICRO CENTER	556573	299.99
		POLICE DEPARTMENT	COMPUTER SUPPLY	
101	15267	MICROSOFT CORPORATION	556595	975.00
		VARIOUS	ONLINE KIOSK	
101	16441	MIDWEST PARTS SUPPLY	556678	931.94
		ENGINEERING & INSPECTIONS	OPERATING EQUIPMENT	
101	16505	MITCHELL DECOOK	556704	2,330.50
		FIRE DEPARTMENT	TUITION REIMBURSEMENT	
101	16307	MJ CREATIVE PRINTING LLC	556661	104.00
		FIRE DEPARTMENT	UNIFORM	
101	13499	MJ PRINT & IMAGING	556515	1,864.00
		VARIOUS	PRINTING SERVICES	
101	794	MOTOR CITY FASTENER	556330	10.44
		D P W GARAGE	VEHICLE MAINTENANCE	
101	9327	MOTOROLA SOLUTIONS INC	556425	8,642.00
		ADMIN UNALLOCATED EXPENSE	RADIO EQUIPMENT	
101	13296	MOTOWN AUTOMOTIVE	556507	1,612.51
		D P W GARAGE	VEHICLE SUPPLY	
101	14965	NATHAN VINSON	556581	35.00
		PLANNING	PLANNING COMMISSION	
101	12816	NETECH CORP	556494	185.00
		BUILDING MAINTENANCE	REMOTE SERVICE	
101	99998	NICHOLAS HESTER	556758	81.10
		37TH DISTRICT COURT	JURY DUTY	
101	14945	NICHOLS	556579	701.36
		BUILDING MAINTENANCE	MAINTENANCE SUPPLIES	
101	16445	NORTHERN RED LLC	556679	25,989.70
		POLICE DEPARTMENT	TRAINING	
101	14977	NYE UNIFORM	556583	368.97
		POLICE DEPARTMENT	UNIFORMS	
101	9901	OAKLAND COMMUNITY COLLEGE	556437	110.00
		POLICE DEPARTMENT	SEMINAR	
101	329	OCCUPATIONAL HEALTH CENTER	556315	1,542.50
		HUMAN RESOURCES	MEDICAL SERVICES	
101	1017	OFFICE DEPOT	556335	3,341.80
		VARIOUS	OFFICE SUPPLY	
101	3987	OFFICIAL TOWING	556375	470.00
		D P W GARAGE	TOWING	

CITY OF WARREN  
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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	16375	ON DUTY GEAR LLC	556664	825.00
		POLICE DEPARTMENT OPERATING EQUIPMENT		
101	2755	OSCAR W LARSON CO	556358	800.00
		POLICE DEPARTMENT EQUIPMENT SERVICE		
101	11980	OTIS ELEVATOR COMPANY	556477	2,802.00
		BUILDING MAINTENANCE ELEVATOR SERVICE		
101	11088	OWEN TREE SERVICE	556455	19,200.00
		D P W GARAGE TREE TRIMMING		
101	99998	PAMELA WEAVER	556760	38.50
		37TH DISTRICT COURT JURY DUTY		
101	1390	PATRICIA COOPER	556351	250.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	6388	PAUL LESNAU	556390	25.00
		FIRE DEPARTMENT REIMBURSEMENT		
101	10096	PAUL M MISUKEWICZ	556440	1,275.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	11067	PAUL SCALLY	556453	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	13643	PAUL STOCKYJ	556525	300.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	15086	PETROLEUM TRADERS	556588	18,510.68
		GASOLINE		
101	13371	PRAXAIR DISTRIBUTION INC	556511	1,619.73
		D P W GARAGE OPERATING SUPPLY		
101	14255	PREFERRED TONER SOLUTIONS	556543	1,529.30
		VARIOUS OFFICE SUPPLY		
101	899	PRINTING SYSTEMS INC	556332	9,198.91
		CLERK ELECTION SUPPLY		
101	16137	PSYBUS PC	556649	1,170.00
		HUMAN RESOURCES MEDICAL SERVICES		
101	11410	RACHEAL RANCILIO	556466	100.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	11845	REDWOOD BIOTECH INC	556474	494.20
		37TH DISTRICT COURT DRUG TEST KITS		
101	99998	RICHARD SHAFFER	556761	13.70
		37TH DISTRICT COURT JURY DUTY		
101	16447	RICK ALLEN DECKER	556680	250.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	13577	RKA PETROLEUM COMPANIES	556519	13,397.81
		GASOLINE/DIESEL		
101	13724	ROBERT CURTIS	556526	46.91
		ADMIN UNALLOCATED EXPENSE TRAVEL EXPENSE		
101	99998	RODERICK ALEXANDER	556762	80.50
		37TH DISTRICT COURT JURY DUTY		
101	13624	ROGERS AUTO GLASS	556523	295.00
		D P W GARAGE VEHICLE MAINTENANCE		
101	14625	ROMAN T NESTOROWICZ	556564	35.00
		ZONING BOARD OF APPEALS BOARD OF APPEALS		

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	15239	RONALD J PAPANDREA	556593	225.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	10327	ROWERDINK INC	556444	879.84
		D P W GARAGE	VEHICLE MAINTENANCE	
101	14937	ROY M GRUENBURG	556578	2,062.50
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	3120	S & J CATERING INC	556364	503.70
		POLICE DEPARTMENT	PRISONER FOOD	
101	976	SABISTON BUILDERS SUPPLY	556334	271.80
		D P W GARAGE	OPERATING SUPPLY	
101	1345	SCOTT E BRIGHT	556350	150.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	7788	SCOTT K AUSILIO	556403	1,187.50
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	13462	SCOTT MAZEY	556513	150.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	99998	SHANTINIQUE COLE-BLAND	556767	13.00
		37TH DISTRICT COURT	JURY DUTY	
101	15034	SHEILA A MILLER	556586	50.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	12081	SHERRY BRASZA	556479	70.00
		ZONING BOARD OF APPEALS	BOARD OF APPEALS	
101	15446	SHRADER TIRE & OIL	556604	796.61
		D P W GARAGE	VEHICLE MAINTENANCE	
101	13066	SHRED CORP	556502	70.00
		37TH DISTRICT COURT	DOCUMENT SHREDDING	
101	15715	SHYLER ENGEL	556620	150.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	16437	SIGNAL SYSTEMS INC	556675	228.50
		HUMAN RESOURCES	PRINTING	
101	16434	SIRCHIE ACQUISITION CO	556673	7,388.25
		POLICE DEPARTMENT	OPERATING EQUIPMENT	
101	99998	SPARKS INVESTMENT	556768	240.00
		REVENUES	SPECIAL PERMIT REFUND	
101	2137	STATE OF MICHIGAN	556354	150.00
		37TH DISTRICT COURT	CERTIFICATION RENEWAL	
101	99998	STELLA MORDEN	556769	13.00
		37TH DISTRICT COURT	JURY DUTY	
101	13518	STEVEN M WATRIPONT	556516	70.00
		ZONING BOARD OF APPEALS	BOARD OF APPEALS	
101	99998	STEVEN MERRICLE	556771	78.40
		37TH DISTRICT COURT	JURY DUTY	
101	14679	SUPER CAR WASH	556567	35.00
		ENGINEERING & INSPECTIONS	VEHICLE MAINTENANCE	
101	965	SUPPLYDEN INC	556333	759.61
		BUILDING MAINTENANCE	MAINTENANCE SUPPLY	
101	12860	SUSAN R CHRZANOWSKI	556495	150.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	14899	SYED ROB	556576	35.00
		PLANNING	PLANNING COMMISSION	
101	16486	TAP PACKAGING SOLUTIONS	556697	417.30
		ADMIN UNALLOCATED EXPENSE	CERTIFICATES	
101	630	TEAM EQUIPMENT/LEVEL	556322	1,355.00
		D P W GARAGE	OPERATING SUPPLY	
101	1086	TERMINAL SUPPLY CO	556337	273.60
		D P W GARAGE	VEHICLE MAINTENANCE	
101	13588	TERRANCE P GILSENAN	556521	150.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	99998	THANIA VACCARO	556772	13.50
		37TH DISTRICT COURT	JURY DUTY	
101	14693	THE HARTFORD GROUP	556568	27,141.99
		VARIOUS	DISABILITY PREMIUM	
101	15489	TIMOTHY THOMAS DOTY II	556608	575.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	16183	TOTAL ARMORED CAR SERVICE	556652	155.88
		37TH DISTRICT COURT	ARMORED CAR SERVICE	
101	9254	TRADER RAY TIRE CENTER	556423	1,482.46
		D P W GARAGE	VEHICLE MAINTENANCE	
101	99998	TROY OR LINDSEY SMITHMANN	556773	160.00
		REVENUES	ELEC PERMIT REFUND	
101	5477	UNITED PARCEL SERVICE	556382	8.56
		POLICE DEPARTMENT	DELIVERY SERVICE	
101	10177	UNITED PARCEL SERVICE	556442	14.42
		FIRE DEPARTMENT	DELIVERY SERVICE	
101	9637	UNITED STATES POSTMASTER	556432	10,000.00
		TREASURER	MONTHLY POSTAGE	
101	14871	UNIVAR USA	556575	51,150.00
		ENGINEERING & INSPECTIONS	MOSQUITO BRIQUETS	
101	16177	USA PLUMBING	556651	1,188.00
		BUILDING MAINTENANCE	PLUMBING REPAIRS	
101	16377	VERIZON NETWORKFLEET	556665	4,306.97
		D P W GARAGE	GPS/TELEMATICS SYSTEM	
101	99998	WALTER DECOREK	556775	13.00
		37TH DISTRICT COURT	JURY DUTY	
101	4547	WARREN COMMUNITY CHORUS	556379	500.00
		CULTURAL COMMISSION	ANNUAL OPERATIONAL GRANT	
101	1962	WARREN CONCERT BAND	556353	500.00
		CULTURAL COMMISSION	ANNUAL OPERATIONAL GRANT	
101	15453	WARREN G SMITH JR	556606	35.00
		PLANNING	PLANNING COMMISSION	
101	3203	WARREN SYMPHONY SOCIETY	556367	500.00
		CULTURAL COMMISSION	ANNUAL OPERATIONAL GRANT	
101	11166	WARREN TRI-CTY FINE ARTS	556459	500.00
		CULTURAL COMMISSION	ANNUAL OPERATIONAL GRANT	
101	1253	WEINGARTZ SUPPLY	556344	757.16
		BUILDING MAINTENANCE	EQUIPMENT SUPPLY	

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	10925	WELLS FARGO	556450	180.24
		37TH DISTRICT COURT		
		COPIER LEASE		
101	1258	WEST GROUP	556345	1,769.68
		VARIOUS		
		LAW/REFERENCE BOOKS		
101	1265	WHOLESALE TOOL CO	556346	5.10
		D P W GARAGE		
		OPERATING SUPPLY		
101	1267	WIEGAND MACK SALES & SERV	556347	3,130.25
		D P W GARAGE		
		VEHICLE MAINTENANCE		
101	16502	WILLIAM BARNWELL	556701	150.00
		37TH DISTRICT COURT		
		COURT APPOINTED ATTORNEY		
101	15134	WILLIAM CALUNAS	556589	150.00
		37TH DISTRICT COURT		
		COURT APPOINTED ATTORNEY		
101	16279	WILLIAM J BRADY	556657	250.00
		37TH DISTRICT COURT		
		COURT APPOINTED ATTORNEY		
101	13003	WILLIAM JUCEWICZ	556499	32.20
		37TH DISTRICT COURT		
		MILEAGE		
101	99998	WILLIAM RENN	556776	13.50
		37TH DISTRICT COURT		
		JURY DUTY		
101	1276	WINDER POLICE EQUIPMENT	556348	3,804.58
		POLICE DEPARTMENT		
		OPERATING SUPPLY		
101	11091	WOLVERINE FREIGHTLINER	556456	116.34
		D P W GARAGE		
		VEHICLE MAINTENANCE		
101	15583	WOLVERINE POWER SYSTEMS	556610	876.50
		BUILDING MAINTENANCE		
		GENERATOR MAINTENANCE		
101	15937	WORLDWIDE INTERPRETERS	556630	414.33
		37TH DISTRICT COURT		
		INTERPRETING SERVICES		
101	15829	WOW! BUSINESS	556627	9.24
		37TH DISTRICT COURT		
		MONTHLY CHARGES		
101	466	WW GRAINGER INC	556318	15,651.15
		VARIOUS		
		MAINTENANCE SUPPLY		
101	1296	ZEP MANUFACTURING COMPANY	556349	399.86
		D P W GARAGE		
		MAINTENANCE SUPPLY		
101	99998	ZORAN JOVANOVIĆ	556778	37.90
		37TH DISTRICT COURT		
		JURY DUTY		
202	323	DTE ENERGY	4481993	29.28
		ROUTINE MAINTENANCE		
		ELECTRIC SERVICE		
202	324	DTE ENERGY	4482016	2,949.10
		TRAFFIC SERVICES		
		ELECTRIC SERVICE		
202	12919	CADILLAC ASPHALT LLC	556496	461,986.31
		VARIOUS		
		HMA RESURFACING		
202	13332	DIGIGRAPHX	556509	77.50
		ROUTINE MAINTENANCE		
		UNIFORM		
202	16440	FRANKS LANDSCAPING	556677	3,048.00
		ROUTINE MAINTENANCE		
		LANDSCAPING SERVICES		
202	9737	HUBBELL ROTH & CLARK INC	556433	3,580.53
		CONSTRUCTION		
		ENGINEERING SERVICES		

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
202	665	MACOMB COUNTY	556327	21,898.69
		TRAFFIC SERVICES	TRAFFIC SIGNAL MAINTENANCE	
202	9600	MDOT	556431	1,785.23
		VARIOUS	MILLING & RESURFACING	
202	8560	NTH CONSULTANTS INC	556415	1,380.00
		ROUTINE MAINTENANCE	ENGINEERING SERVICES	
202	10126	US BANK	556441	150.00
			AGENT FEES	
202	8484	WAYNE COUNTY	556414	320.53
		TRAFFIC SERVICES	TRAFFIC SIGNAL MAINTENANCE	
203	324	DTE ENERGY	4482016	604.03
		TRAFFIC SERVICES	ELECTRIC SERVICE	
203	665	MACOMB COUNTY	556327	4,485.27
		TRAFFIC SERVICES	TRAFFIC SIGNAL MAINTENANCE	
204	16459	DAN'S EXCAVATING INC	556683	159,172.75
		VARIOUS	PAVEMENT RECONSTRUCTION	
204	15375	DIPONIO CONTRACTING INC	556601	57,110.45
		VARIOUS	PAVEMENT RECONSTRUCTION	
204	8560	NTH CONSULTANTS INC	556415	1,090.80
		2011 LOCAL ST REPAIR EXP	ENGINEERING SERVICES	
204	11421	VIL CONSTRUCTION INC	556467	172,489.53
		VARIOUS	PAVEMENT RECONSTRUCTION	
204	11249	ZUNIGA CEMENT CONST INC	556463	111,331.05
		VARIOUS	PAVEMENT REPAIRS	
208	731	AT&T	4482029	77.66
			MONTHLY PHONE SERVICE	
208	15798	BRAVE DAVES INC	4482020	13.00
		RECREATION EXPENDITURES	FARMERS MARKET	
208	80029	DELTA DENTAL OF MICHIGAN	4482033	590.91
		RECREATION EXPENDITURES	DENTAL INSURANCE PREMIUM	
208	15694	DON GINN	4482021	22.00
		RECREATION EXPENDITURES	FARMERS MARKET	
208	323	DTE ENERGY	4481992	552.79
		RECREATION EXPENDITURES	ELECTRIC SERVICE	
208	323	DTE ENERGY	4481993	4,395.47
		VARIOUS	ELECTRIC SERVICE	
208	323	DTE ENERGY	4482035	1,176.94
			ELECTRIC SERVICE	
208	16138	FEDORA LEWIS	4482022	12.00
		RECREATION EXPENDITURES	FARMERS MARKET	
208	15690	GERALD GARRETT	4482023	361.00
		RECREATION EXPENDITURES	FARMERS MARKET	
208	16252	GLENN BRITTINGHAM	4482024	31.00
		RECREATION EXPENDITURES	FARMERS MARKET	

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208	80023	GOLDEN DENTAL PLANS	4482034	197.77
		RECREATION EXPENDITURES DENTAL PREMIUMS		
208	15693	LUTICIA BRANHAM	4482025	74.00
		RECREATION EXPENDITURES FARMERS MARKET		
208	14433	PAETEC TELEPHONE	4482030	1,141.25
		VARIOUS TELEPHONE SERVICE		
208	15692	SHARON OSTROWSKI	4482026	147.00
		RECREATION EXPENDITURES FARMERS MARKET		
208	12239	VERIZON WIRELESS	4481988	76.04
		RECREATION EXPENDITURES CELLULAR SERVICE		
208	12239	VERIZON WIRELESS	4482028	30.52
		RECREATION EXPENDITURES CELLULAR SERVICE		
208	11094	XO COMMUNICATIONS LLC	4481994	207.74
		RECREATION EXPENDITURES MONTHLY PHONE SERVICE		
208	16089	ALEXANDER LEEPER	556641	64.00
		RECREATION EXPENDITURES OFFICIAL		
208	8388	ALL AMERICAN SCREEN	556410	400.00
		RECREATION EXPENDITURES FIELD TRIP/DAY CAMP		
208	15663	ANDREW LEEPER	556616	64.00
		RECREATION EXPENDITURES OFFICIAL		
208	13580	ANNA O POPOVICH	556520	297.00
		RECREATION EXPENDITURES MUSIC LESSONS		
208	99998	ARKAN JAMIL	556718	65.00
		REVENUES PASS REFUND		
208	11079	ARTS & SCRAPS INC	556454	245.00
		RECREATION EXPENDITURES EVENT FEE		
208	16467	ASHLYN MALOIAN	556690	84.00
		RECREATION EXPENDITURES OFFICIAL		
208	7644	ATLAS OIL COMPANY	556401	1,669.94
		GASOLINE		
208	13024	BERNADINE KNAPP	556501	540.00
		RECREATION EXPENDITURES DANCE INSTRUCTOR		
208	15300	BHAYANA BROTHERS LLC	556598	127.66
		RECREATION EXPENDITURES OPERATING SUPPY		
208	16469	BLAKE MICHAEL PEARCE	556691	56.00
		RECREATION EXPENDITURES OFFICIAL		
208	15662	BRADLEY JONES	556615	360.00
		RECREATION EXPENDITURES OFFICIAL		
208	16455	BRIAN KAUFMAN	556681	250.00
		RECREATION EXPENDITURES MUSIC PERFORMANCE		
208	15664	BRUCE SCHOEN	556617	160.00
		RECREATION EXPENDITURES OFFICIAL		
208	16465	BRYAUNA E JONES	556688	252.00
		RECREATION EXPENDITURES OFFICIAL		
208	184	C & G PUBLISHING INC	556308	1,376.25
		RECREATION EXPENDITURES PUBLIC NOTICE		
208	13208	CBS RADIO	556505	3,008.00
		RECREATION EXPENDITURES ADVERTISING		

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208	16462	CHELSEA DELAMIELLEURE RECREATION EXPENDITURES OFFICIAL	556685	438.00
208	14993	CITY ELECTRIC SUPPLY RECREATION EXPENDITURES ELECTRICAL SUPPLY	556585	147.00
208	99998	CITY OF WARREN AGENCY FEES	556726	7.03
208	8187	CJ BARRYMORES RECREATION EXPENDITURES FIELD TRIP/DAY CAMP	556408	1,080.00
208	3667	COMCAST CABLEVISION RECREATION EXPENDITURES CABLE TELEVISION	556373	989.88
208	14415	COMPETITIVE LIGHTING INC RECREATION EXPENDITURES LIGHT BULBS	556552	5,998.60
208	9541	CREATIVE AWARDS RECREATION EXPENDITURES PROGRAM SUPPLY	556430	271.40
208	99998	CUBSCOUT PACK 1904 REVENUES FACILITY REFUND	556729	80.00
208	99998	DANIELLE WOODS REVENUES REFUND	556730	370.00
208	15255	DAVID BUCHHOLZ RECREATION EXPENDITURES OFFICIAL	556594	480.00
208	14539	DAVID JOEL PETRIE RECREATION EXPENDITURES OFFICIAL	556557	920.00
208	99998	DIANA VATA REVENUES REFUND	556735	43.50
208	99998	DORETTE MCKINLEY REVENUES FACILITY REFUND	556738	60.00
208	15568	ECIVIS INC RECREATION EXPENDITURES GRANT MANAGEMENT SOFTWARE	556609	728.57
208	631	EDWARD C LEVY CO RECREATION EXPENDITURES PAVING MATERIAL	556323	1,409.44
208	16106	EDWARD CHAMPANE RECREATION EXPENDITURES OFFICIAL	556643	360.00
208	12499	EGI SOLUTIONS RECREATION EXPENDITURES DIRECTIONAL SIGNS	556487	980.00
208	16466	ERIC R KOWALCZEWSKI RECREATION EXPENDITURES OFFICIAL	556689	84.00
208	16464	GARY NEIL HARLAN RECREATION EXPENDITURES OFFICIAL	556687	240.00
208	16107	GEORGE JAMES CHAMPANE RECREATION EXPENDITURES OFFICIAL	556644	480.00
208	11801	GORDON OSBORN RECREATION EXPENDITURES OFFICIAL	556473	50.00
208	16463	HANK GLASPIE & ASSOC LLC RECREATION EXPENDITURES OFFICIAL	556686	320.00
208	14236	HERCULES & HERCULES RECREATION EXPENDITURES MAINTENANCE SUPPLY	556542	921.52
208	6187	HOME DEPOT CREDIT SERVICE RECREATION EXPENDITURES MAINTENANCE SUPPLY	556389	645.24

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
208	16081	HUNTER CARRA	556639	32.00
		RECREATION EXPENDITURES OFFICIAL		
208	15659	JAKE GONDEK	556614	242.00
		RECREATION EXPENDITURES OFFICIAL		
208	9527	JAMES BRINKEY	556429	680.00
		RECREATION EXPENDITURES OFFICIAL		
208	16493	JAMES CHAMPANE	556699	320.00
		RECREATION EXPENDITURES OFFICIAL		
208	15654	JASON BEATON	556613	212.00
		RECREATION EXPENDITURES OFFICIAL		
208	99998	JENNIFER MILLS	556751	37.50
		REVENUES REFUND		
208	99998	JESSICA BECKER	556752	250.00
		REVENUES FACILITY REFUND		
208	11391	JULIANE M HERZIG	556465	224.00
		RECREATION EXPENDITURES OFFICIAL		
208	7165	LAIRD PLASTICS INC	556394	375.00
		RECREATION EXPENDITURES OPERATING SUPPLY		
208	16503	LINDSEY WALKER	556702	48.00
		RECREATION EXPENDITURES OFFICIAL		
208	11370	LISA E BIGGS	556464	1,856.40
		RECREATION EXPENDITURES GYMNASTICS INSTRUCTOR		
208	7803	LPS PLUMBING INC	556404	195.00
		RECREATION EXPENDITURES PLUMBING SERVICE		
208	16207	MARKET SMART 360	556654	253.07
		RECREATION EXPENDITURES NEWSLETTER		
208	16472	MATTHEW SCHULTZ	556694	84.00
		RECREATION EXPENDITURES OFFICIAL		
208	16083	MAXWELL EDWARDS	556640	230.00
		RECREATION EXPENDITURES OFFICIAL		
208	12569	MICHAEL IWASKO	556489	86.00
		RECREATION EXPENDITURES OFFICIAL		
208	11575	MYRON RUDNITSKY	556470	400.00
		RECREATION EXPENDITURES OFFICIAL		
208	99998	NUHA NAFSO	556759	36.00
		REVENUES ACTIVITY REFUND		
208	3390	OAKLAND CO PARKS & REC	556368	560.00
		RECREATION EXPENDITURES FIELD TRIP/DAY CAMP		
208	10980	PAPARONI'S PIZZA	556451	2,395.00
		RECREATION EXPENDITURES PIZZA/PARTY ROOM SUPPLIES		
208	13371	PRAXAIR DISTRIBUTION INC	556511	445.96
		RECREATION EXPENDITURES OPERATING SUPPLY		
208	12594	PUMP IT UP	556490	320.00
		RECREATION EXPENDITURES FIELD TRIP		
208	11697	RANDY OSBURN	556471	50.00
		RECREATION EXPENDITURES OFFICIAL		
208	14515	RAYMOND CLEARY	556554	48.00
		RECREATION EXPENDITURES OFFICIAL		

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
208	13577	RKA PETROLEUM COMPANIES GASOLINE/DIESEL	556519	3,553.28
208	14516	ROBERT CLEARY RECREATION EXPENDITURES OFFICIAL	556555	48.00
208	12153	ROBERT IWASKO RECREATION EXPENDITURES OFFICIAL	556480	156.00
208	16471	ROBERT JAMES ROBINE JR RECREATION EXPENDITURES OFFICIAL	556693	168.00
208	99998	SANDRA HUCKLEBERRY REVENUES FACILITY REFUND	556765	60.00
208	16436	SEA LIFE MICHIGAN RECREATION EXPENDITURES FIELD TRIP	556674	442.50
208	16461	SHAWN C CROOK RECREATION EXPENDITURES OFFICIAL	556684	128.00
208	14131	STEPHEN M KOVALCIK RECREATION EXPENDITURES OFFICIAL	556537	125.00
208	99998	STEPHEN WYZGOWSKI REVENUES FACILITY REFUND	556770	200.00
208	14563	SUN VALLEY FOODS RECREATION EXPENDITURES PAPER PRODUCTS	556560	832.50
208	630	TEAM EQUIPMENT/LEVEL RECREATION EXPENDITURES OPERATING SUPPLY	556322	866.41
208	14693	THE HARTFORD GROUP RECREATION EXPENDITURES LIFE INSURANCE AND AD&D	556568	568.74
208	16470	TIMOTHY J PRUSE RECREATION EXPENDITURES OFFICIAL	556692	80.00
208	16130	TROY HISTORICAL VILLAGE RECREATION EXPENDITURES FIELD TRIP	556648	340.00
208	14277	TROY SPORTS CENTER RECREATION EXPENDITURES SKATING LESSONS	556544	156.00
208	14278	TYLER D WALKER RECREATION EXPENDITURES OFFICIAL	556545	96.00
208	15817	TYRONE MORSE SIMMONS RECREATION EXPENDITURES FENCING INSTRUCTOR	556626	583.80
208	15829	WOW! BUSINESS RECREATION EXPENDITURES INTERNET ACCESS	556627	749.04
208	466	WW GRAINGER INC RECREATION EXPENDITURES MAINTENANCE SUPPLY	556318	96.70
208	16092	XAVIER WHITACRE RECREATION EXPENDITURES OFFICIAL	556642	360.00
208	99998	YOLANDA BROWN REVENUES FACILITY REFUND	556777	60.00
226	731	AT&T SANITATION EXPENDITURES MONTHLY PHONE SERVICE	4481989	72.16
226	80029	DELTA DENTAL OF MICHIGAN SANITATION EXPENDITURES DENTAL INSURANCE PREMIUMS	4482033	1,688.30

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
226	323	DTE ENERGY	4481992	889.53
		SANITATION EXPENDITURES ELECTRIC SERVICE		
226	80023	GOLDEN DENTAL PLANS	4482034	197.77
		SANITATION EXPENDITURES DENTAL PREMIUMS		
226	14433	PAETEC TELEPHONE	4482030	24.04
		SANITATION EXPENDITURES TELEPHONE SERVICE		
226	13992	SPRINT PCS	4482027	179.94
		SANITATION EXPENDITURES PHONE SERVICE		
226	12239	VERIZON WIRELESS	4481988	152.12
		SANITATION EXPENDITURES CELLULAR SERVICE		
226	11094	XO COMMUNICATIONS LLC	4481994	136.36
		SANITATION EXPENDITURES MONTHLY PHONE SERVICE		
226	10612	ARC	556447	100.00
		SANITATION EXPENDITURES HIGH SPEED COPYING		
226	215	CENTRAL OIL CO	556309	760.00
		SANITATION EXPENDITURES OIL PRODUCTS		
226	99998	CITY OF WARREN	556726	7.57
		AGENCY FEES		
226	14709	DETROIT RENEWABLE POWER	556569	49,479.14
		SANITATION EXPENDITURES SOLID WASTE DISPOSAL		
226	10996	GEMINI FORMS & SYSTEMS	556452	233.16
		SANITATION EXPENDITURES PRINTING		
226	7803	LPS PLUMBING INC	556404	225.00
		SANITATION EXPENDITURES PLUMBING SERVICE		
226	329	OCCUPATIONAL HEALTH CENTER	556315	182.00
		SANITATION EXPENDITURES MEDICAL SERVICES		
226	2755	OSCAR W LARSON CO	556358	158.53
		SANITATION EXPENDITURES EQUIPMENT SERVICE		
226	11961	QUALITY FIRST AID	556476	719.64
		SANITATION EXPENDITURES FIRST AID SUPPLY		
226	10094	RIZZO SERVICES	556439	81,863.00
		SANITATION EXPENDITURES SOLID WASTE/COMPOST		
226	14693	THE HARTFORD GROUP	556568	1,151.24
		SANITATION EXPENDITURES DISABILITY PREMIUM		
226	466	WW GRAINGER INC	556318	9.19
		SANITATION EXPENDITURES MAINTENANCE SUPPLY		
230	80029	DELTA DENTAL OF MICHIGAN	4482033	253.25
		RENTAL ORDIN EXPENDITURES DENTAL INSURANCE PREMIUMS		
230	80023	GOLDEN DENTAL PLANS	4482034	49.44
		RENTAL ORDIN EXPENDITURES DENTAL PREMIUMS		
230	14693	THE HARTFORD GROUP	556568	167.94
		RENTAL ORDIN EXPENDITURES DISABILITY PREMIUM		
250	80029	DELTA DENTAL OF MICHIGAN	4482033	337.66
		COMMUNICATION EXPENDITURE DENTAL INSURANCE PREMIUMS		
250	14433	PAETEC TELEPHONE	4482030	186.33
		COMMUNICATION EXPENDITURE TELEPHONE SERVICE		

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
250	125	ABEL ELECTRONICS INC	556304	257.99
		COMMUNICATION EXPENDITURE ELECTRICAL SUPPLY		
250	12290	ADVANCED LIGHTING & SOUND	556483	204.81
		COMMUNICATION EXPENDITURE EQUIPMENT MAINTENANCE		
250	16433	ADVERTISING & GRAPHICS	556672	528.90
		COMMUNICATION EXPENDITURE PROGRAM SUPPLY		
250	14333	ALLGRAPHICS CORP	556547	569.63
		COMMUNICATION EXPENDITURE ATHLETIC SUPPLIES		
250	8398	B & H PHOTO - VIDEO INC	556411	3,169.40
		COMMUNICATION EXPENDITURE ELECTRONIC SUPPLIES		
250	11219	CINTAS FIRST AID & SAFETY	556461	33.74
		COMMUNICATION EXPENDITURE FIRST AID SUPPLY		
250	1207	CITY OF WARREN	556341	171.63
		COMMUNICATION EXPENDITURE PETTY CASH		
250	99998	CITY OF WARREN	556726	8.48
		AGENCY FEES		
250	16432	DALTECH INC	556671	1,204.83
		COMMUNICATION EXPENDITURE COMMUNICATIONS EQUIPMENT		
250	14842	DUNCAN VIDEO INC	556571	2,096.31
		COMMUNICATION EXPENDITURE VIDEO SYSTEM		
250	9029	GORDON FOOD SERVICE INC	556421	18.47
		COMMUNICATION EXPENDITURE PARTY ROOM/BANQUET SUPPLY		
250	16439	HAGSTROM ELECTRONICS INC	556676	99.95
		COMMUNICATION EXPENDITURE COMPUTER EQUIPMENT		
250	1017	OFFICE DEPOT	556335	105.30
		COMMUNICATION EXPENDITURE OFFICE SUPPLY		
250	14623	PERLMUTTER PURCH POWER	556563	2,830.00
		COMMUNICATION EXPENDITURE OPERATING EQUIPMENT		
250	15615	PRO SOUND INC	556612	5,874.00
		COMMUNICATION EXPENDITURE AUDIO SYSTEM		
250	16114	SVP-CO.COM INC	556645	1,850.00
		COMMUNICATION EXPENDITURE ANNUAL LICENSE		
250	14693	THE HARTFORD GROUP	556568	189.60
		COMMUNICATION EXPENDITURE LIFE INSURANCE AND AD&D		
250	13573	VSA INC	556518	6,702.35
		COMMUNICATION EXPENDITURE OPERATING EQUIPMENT		
260	16407	TRANSUNION RISK	556667	840.00
		VICE CRIME EXPENDITURES SUBSCRIPTION		
261	12239	VERIZON WIRELESS	4482017	862.64
		DRUG FORFEIT EXPENDITURES CELLULAR SERVICE		
261	99998	JACOB SCHELL	556748	23,524.60
		REVENUES SETTLEMENT		
261	99998	RYAN RICHMOND & JACOB SCHELL	556763	18,531.63
		REVENUES SETTLEMENT		
261	99998	SARAH RICHMOND	556766	25,118.95
		REVENUES SETTLEMENT		

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
261	3635	SIRCHIE FINGER PRINT DRUG FORFEIT EXPENDITURES	556372 FINGERPRINT/DRUG TEST	540.00
262	16480	JKF ENT LTD INC	556695	1,350.00
		POLICE TRAINING EXPEND	TRAINING	
262	14553	NORTHWESTERN UNIVERSITY	556558	3,900.00
		POLICE TRAINING EXPEND	INSTRUCTION	
262	5968	PUBLIC AGENCY TRAINING	556387	295.00
		POLICE TRAINING EXPEND	SEMINAR	
271	731	AT&T	4482029	72.16
			MONTHLY PHONE SERVICE	
271	80029	DELTA DENTAL OF MICHIGAN	4482033	1,012.98
		LIBRARY EXPENDITURES	DENTAL INSURANCE PREMIUM	
271	323	DTE ENERGY	4481992	571.29
		LIBRARY EXPENDITURES	ELECTRIC SERVICE	
271	323	DTE ENERGY	4482035	863.90
			ELECTRIC SERVICE	
271	80023	GOLDEN DENTAL PLANS	4482034	148.33
		LIBRARY EXPENDITURES	DENTAL PREMIUMS	
271	14433	PAETEC TELEPHONE	4482030	301.78
		LIBRARY EXPENDITURES	TELEPHONE SERVICE	
271	15786	CAPITAL AREA DISTRICT	556624	14.99
		LIBRARY EXPENDITURES	DAMAGED ITEM REPLACEMENT	
271	310	DEMCO INC	556312	1,079.00
		LIBRARY EXPENDITURES	LIBRARY SUPPLY	
271	14981	DU ALL CLEANING INC	556584	3,240.00
		LIBRARY EXPENDITURES	JANITORIAL SERVICES	
271	3578	EAST DETROIT GLASS CO	556370	783.00
		LIBRARY EXPENDITURES	REPLACEMENT WINDOW	
271	372	EAST SIDE LOCKSMITH INC	556317	85.00
		LIBRARY EXPENDITURES	MAINTENANCE SERVICE	
271	15568	ECIVIS INC	556609	728.57
		LIBRARY EXPENDITURES	GRANT MANAGEMENT SOFTWARE	
271	124	JCR SUPPLY INC	556303	508.42
		LIBRARY EXPENDITURES	MAINTENANCE SUPPLY	
271	13314	JOHNSON CONTROLS INC	556508	567.46
		LIBRARY EXPENDITURES	HVAC MAINTENANCE	
271	16485	KATHLEEN FLINN	556696	200.00
		LIBRARY EXPENDITURES	LIBRARY PROGRAM	
271	15267	MICROSOFT CORPORATION	556595	140.50
		LIBRARY EXPENDITURES	ONLINE KIOSK	
271	14050	MIDWEST TAPES	556535	24.78
		LIBRARY EXPENDITURES	LIBRARY MATERIALS	
271	11427	MILLCRAFT PAPER STORE	556468	277.00
		LIBRARY EXPENDITURES	PAPER/CARD STOCK	
271	1017	OFFICE DEPOT	556335	300.43
		LIBRARY EXPENDITURES	OFFICE SUPPLY	

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
271	16127	SCRUBS & BEYOND	556647	561.73
		LIBRARY EXPENDITURES		
		SMOCKS		
271	634	SUBURBAN LIBRARY	556324	36,779.66
		VARIOUS VIDEO RECEIPTS/BOOKS/CIRCULATING MATERIALS		
271	14594	SUBURBAN LIBRARY CO-OP	556561	684.00
		LIBRARY EXPENDITURES		
		ONLINE DATABASE		
271	14693	THE HARTFORD GROUP	556568	849.04
		LIBRARY EXPENDITURES		
		LIFE INSURANCE AND AD&D		
271	5229	THE LIBRARY STORE INC	556381	1,277.93
		LIBRARY EXPENDITURES		
		OFFICE SUPPLIES		
271	13978	TOSHIBA BUSINESS	556531	1,173.90
		LIBRARY EXPENDITURES		
		COPIER CHARGES		
271	14656	UNIQUE MANAGEMENT	556566	506.20
		LIBRARY EXPENDITURES		
		CONTRACTUAL SERVICES		
271	466	WW GRAINGER INC	556318	587.43
		LIBRARY EXPENDITURES		
		MAINTENANCE SUPPLY		
273	80029	DELTA DENTAL OF MICHIGAN	4482033	253.25
		VARIOUS		
		DENTAL INSURANCE PREMIUM		
273	9144	COLONIAL TITLE	556422	267.00
		RESID REHAB DELIVERY		
		TITLE SEARCH		
273	11451	ENVIRONMENTAL TESTING	556469	1,222.00
		RESID REHAB DELIVERY		
		PROFESSIONAL SERVICES		
273	16061	FISHBECK THOMPSON CARR	556638	760.00
		PARK IMPROVEMENTS		
		ENGINEERING SERVICES		
273	2808	GINA HENSLEY	556359	189.75
		ADMINISTRATIVE COSTS		
		MILEAGE		
273	2546	MACOMB COUNTY REGISTER	556356	31.00
		RESID REHAB DELIVERY		
		RECORDING FEES		
273	14693	THE HARTFORD GROUP	556568	139.22
		VARIOUS		
		DISABILITY PREMIUM		
278	12323	OLHSA	556485	28,930.92
		HOUSING OPPORTUNITIES EXP		
		HOUSING AGENT		
279	265	CONSUMERS ENERGY	556311	27.03
		ACQUISITION REHAB OTHER		
		UTILITY SERVICE		
279	15986	EMLS ENVIRO MATRIX LAND	556632	550.00
		ACQUISITION REHAB OTHER		
		LOT STAKE SURVEY		
279	14862	RED CEDAR CONSULTING	556572	193.00
		ACQUISITION REHAB OTHER		
		ASBESTOS SURVEY		
280	1203	CITY OF WARREN	556339	13.48
		ACQUISITION REHAB OTHER		
		WATER SERVICE		
280	265	CONSUMERS ENERGY	556311	23.46
		ACQUISITION REHAB OTHER		
		UTILITY SERVICE		
280	15986	EMLS ENVIRO MATRIX LAND	556632	550.00
		ACQUISITION REHAB OTHER		
		LOT STAKE SURVEY		

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
384	10126	US BANK	556441	150.00
		AGENT FEES		
435	9737	HUBBELL ROTH & CLARK INC	556433	660.00
		2006 CAPITAL IMPROV EXP.	ENGINEERING SERVICES	
435	9600	MDOT	556431	1,174.98
		VARIOUS	MILLING & RESURFACING	
494	80029	DELTA DENTAL OF MICHIGAN	4482033	168.83
		DDA ADMIN EXPENDITURES	DENTAL INSURANCE PREMIUM	
494	14433	PAETEC TELEPHONE	4482030	31.43
		DDA ADMIN EXPENDITURES	TELEPHONE SERVICE	
494	14693	THE HARTFORD GROUP	556568	108.21
		DDA ADMIN EXPENDITURES	DISABILITY PREMIUM	
495	13992	SPRINT PCS	4482027	34.99
		TIFA EXPENDITURES	PHONE SERVICE	
536	731	AT&T	4481989	94.81
		STILWELL MANOR EXPENSES	MONTHLY PHONE SERVICE	
536	80029	DELTA DENTAL OF MICHIGAN	4482033	337.66
		STILWELL MANOR EXPENSES	DENTAL INSURANCE PREMIUM	
536	323	DTE ENERGY	4481992	3,855.53
		STILWELL MANOR EXPENSES	ELECTRIC SERVICE	
536	80023	GOLDEN DENTAL PLANS	4482034	49.44
		STILWELL MANOR EXPENSES	DENTAL PREMIUMS	
536	14433	PAETEC TELEPHONE	4482030	204.92
		STILWELL MANOR EXPENSES	TELEPHONE SERVICE	
536	12239	VERIZON WIRELESS	4482028	16.04
		STILWELL MANOR EXPENSES	CELLULAR SERVICE	
536	14359	APCO SUPPLY	556548	860.00
		STILWELL MANOR EXPENSES	APPLIANCES	
536	99998	CITY OF WARREN	556725	1,155.00
			SECURITY DEPOSITS	
536	15677	DOUGLASS WILLIAMS	556619	39.10
		STILWELL MANOR EXPENSES	MILEAGE	
536	15055	ERADICO SERVICES INC	556587	325.00
		STILWELL MANOR EXPENSES	PEST CONTROL	
536	9029	GORDON FOOD SERVICE INC	556421	212.90
		STILWELL MANOR EXPENSES	PARTY ROOM/BANQUET SUPPLY	
536	14947	GREAT LAKES POWER	556580	20,160.00
		STILWELL MANOR EXPENSES	FIRE ALARM SYSTEM	
536	5598	GRECOS NURSERY	556383	196.10
		STILWELL MANOR EXPENSES	LANDSCAPING SUPPLY	

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
536	6187	HOME DEPOT CREDIT SERVICE	556389	116.42
		STILWELL MANOR EXPENSES MAINTENANCE SUPPLY		
536	5757	LOWER HURON SUPPLY CO	556386	514.42
		STILWELL MANOR EXPENSES MAINTENANCE SUPPLY		
536	16010	MERIDIAN CONTRACTING GRP	556634	375.00
		STILWELL MANOR EXPENSES COUNTERTOP REPLACEMENT		
536	13499	MJ PRINT & IMAGING	556515	92.50
		STILWELL MANOR EXPENSES PRINTING SERVICES		
536	1017	OFFICE DEPOT	556335	316.05
		STILWELL MANOR EXPENSES OFFICE SUPPLY		
536	14693	THE HARTFORD GROUP	556568	192.02
		STILWELL MANOR EXPENSES LIFE INSURANCE AND AD&D		
536	686	WILMAR INDUSTRIES INC	556329	296.24
		STILWELL MANOR EXPENSES OPERATING SUPPLY		
537	265	CONSUMERS ENERGY	4481987	179.23
		JOS COACH MANOR EXPENSES UTILITY SERVICE		
537	265	CONSUMERS ENERGY	4481991	6.50
		JOS COACH MANOR EXPENSES UTILITY SERVICE		
537	265	CONSUMERS ENERGY	4482019	9.85
		JOS COACH MANOR EXPENSES UTILITY SERVICE		
537	323	DTE ENERGY	4481992	999.95
		JOS COACH MANOR EXPENSES ELECTRIC SERVICE		
537	323	DTE ENERGY	4481993	652.84
		JOS COACH MANOR EXPENSES ELECTRIC SERVICE		
537	14433	PAETEC TELEPHONE	4482030	216.36
		JOS COACH MANOR EXPENSES TELEPHONE SERVICE		
537	14359	APCO SUPPLY	556548	6,246.00
		JOS COACH MANOR EXPENSES APPLIANCES		
537	15677	DOUGLASS WILLIAMS	556619	41.40
		JOS COACH MANOR EXPENSES MILEAGE		
537	15055	ERADICO SERVICES INC	556587	529.00
		JOS COACH MANOR EXPENSES PEST CONTROL		
537	9029	GORDON FOOD SERVICE INC	556421	398.02
		JOS COACH MANOR EXPENSES PARTY ROOM/BANQUET SUPPLY		
537	5598	GRECOS NURSERY	556383	196.10
		JOS COACH MANOR EXPENSES LANDSCAPING SUPPLY		
537	15788	HOLIDAY HEATING LLC	556625	741.10
		JOS COACH MANOR EXPENSES INSTALLATION		
537	6187	HOME DEPOT CREDIT SERVICE	556389	629.71
		JOS COACH MANOR EXPENSES MAINTENANCE SUPPLY		
537	5757	LOWER HURON SUPPLY CO	556386	910.66
		JOS COACH MANOR EXPENSES MAINTENANCE SUPPLY		
537	16010	MERIDIAN CONTRACTING GRP	556634	1,343.00
		JOS COACH MANOR EXPENSES COUNTERTOP REPLACEMENT		
537	13499	MJ PRINT & IMAGING	556515	92.50
		JOS COACH MANOR EXPENSES PRINTING SERVICES		

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
537	1017	OFFICE DEPOT	556335	376.51
JOS	COACH MANOR	EXPENSES OFFICE SUPPLY		
537	99998	SALLY BARIDA	556764	607.50
		SECURITY DEPOSIT REFUND		
537	13981	VIDCOM SOLUTIONS	556532	272.50
JOS	COACH MANOR	EXPENSES SERVICE CALL		
537	1179	VILLA CARPETS INC	556338	4,285.00
JOS	COACH MANOR	EXPENSES FLOORING INSTALLATION		
537	686	WILMAR INDUSTRIES INC	556329	578.37
JOS	COACH MANOR	EXPENSES OPERATING SUPPLY		
701	99998	CIT TECHNOLOGY FINANCING	556724	1,940.65
		DUPLICATE PAYMENT		
701	99998	CITY PLACE PROPERTIES	556727	40.00
		OVERPAYMENT		
701	99998	FRIENDLY AUTO REPAIR	556741	2.41
		DUPLICATE PAYMENT		
701	99998	GEORGE SAKINA	556744	13.31
		DUPLICATE PAYMENT		
701	99998	MOUND ROAD \$2 CAR WASH	556757	55.68
		DUPLICATE PAYMENT		
701	99998	TRUDEL FLOORING INC	556774	4.77
		DUPLICATE PAYMENT		
702	99998	DE LASALLE COLLEGIATE	556732	3,000.00
		CASH BOND REFUND		
750	16280	CADR PLUS	4482031	140.00
		PAYROLL DEDUCTIONS		
750	80140	CHAPTER 13 TRUSTEE	4482008	995.70
		PAYROLL DEDUCTION		
750	80079	CHPTR 13 STANDING TRUSTEE	4482005	799.20
		PAYROLL DEDUCTION		
750	80079	CHPTR 13 STANDING TRUSTEE	4482006	976.39
		PAYROLL DEDUCTION		
750	80114	CHPTR 13 STANDING TRUSTEE	4482007	855.03
		PAYROLL DEDUCTION		
750	80165	INTERNAL REVENUE SERVICE	4482009	57.89
		PAYROLL DEDUCTION		
750	80001	LOCAL 1250	4482014	4,715.65
		UNION DUES DEDUCTIONS		
750	80217	LUCIDO & MANZELLA	4482003	233.10
		PAYROLL DEDUCTION		
750	80171	MICHAEL R STILLMAN	4482004	397.47
		PAYROLL DEDUCTION		
750	80163	MICHIGAN GUARANTY AGENCY	4482010	279.99
		PAYROLL DEDUCTION		

CITY OF WARREN  
 BILLS TO BE APPROVED FOR PAYMENT  
 REGULAR MEETING OF JULY 14, 2015

GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
750	80118	MISDU	4482012	12,613.01
		PAYROLL DEDUCTIONS		
750	80152	OFFICE OF THE ATTORNEY	4482013	337.38
		PAYROLL DEDUCTION		
750	80216	PERFORMANT RECOVERY INC	4482002	12.90
		PAYROLL DEDUCTION		
750	14693	THE HARTFORD GROUP	4482018	10,517.67
		VOLUNTARY LIFE INSURANCE		
750	80164	US DEPT OF EDUCATION SFAC	4482011	186.66
		PAYROLL DEDUCTION		
750	80009	WARREN MUNICIPAL FEDERAL	4482001	76,776.00
		PAYROLL DEDUCTIONS		
750	80003	WARREN POLICE COMMAND	4482015	1,052.00
		PAYROLL DEDUCTIONS		
750	80005	FOP LODGE 124	556709	2,790.00
		PAYROLL DEDUCTIONS		
750	80002	LOCAL 1917	556708	761.05
		UNION DUES DEDUCTIONS		
750	80000	LOCAL 412	556707	1,099.30
		UNION DUES DEDUCTIONS		
750	80006	PROFESSIONAL FIREFIGHTERS	556710	9,684.16
		PAYROLL DEDUCTIONS		
750	80007	WARREN FIRE FIGHTER FUND	556711	1,210.00
		PAYROLL DEDUCTIONS		
801	16379	DEEPALI CO LLC	556666	7,400.00
		S/A REVOLVING EXPENDITURE DEMOLITION		
801	15165	INTERNATIONAL CONSTRUCTION	556590	12,900.00
		S/A REVOLVING EXPENDITURE DEMOLITION		
802	11212	MATTIOLI CEMENT CO LLC	556460	5,000.00
		SIDEWALK REPAIRS		
802	1017	OFFICE DEPOT	556335	42.23
		SIDEWALK/TREE EXPENDITURE OFFICE SUPPLY		

CITY OF WARREN  
BILLS TO BE APPROVED FOR PAYMENT  
REGULAR MEETING OF JULY 14, 2015

PENDING WIRE TRANSFERS

<u>TRANSFER TO</u>	<u>REASON</u>	<u>DATE REQUESTED</u>	<u>AMOUNT REQUESTED</u>
CRAWFORD & COMPANY	REIMBURSE LARGE DOLLAR CLAIM	6/23/15	\$ 54,577.52
TOTAL WIRES TO BE EFFECTUATED			7/20/15
			<u>\$ 54,577.52</u>

CITY OF WARREN WATER & SEWER SYSTEM  
BILLS TO BE APPROVED FOR PAYMENT  
REGULAR MEETING OF JULY 14, 2015  
SUMMARY PAGE

FUND	FUND NAME	TOTAL DISBURSEMENTS
592020	OPERATION & MAINTENANCE	\$1,047,032.89
592044	INFRASTRUCTURE REPL RES	1,062,746.63
592047	EQUIPMENT REPL RESERVE	189,128.00
592072	DEBT SERVICE RESERVE	150.00
592096	PAYROLL REVOLVING FUND	<u>20,277.72</u>
		<u>\$2,319,335.24</u>

CITY OF WARREN WATER & SEWER SYSTEM  
 BILLS TO BE APPROVED FOR PAYMENT  
 REGULAR MEETING OF JULY 14, 2015  
 PAGE 1 OF 5

OPERATION & MAINTENANCE AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
592020	4571	AT&T MOBILITY	1084299	514.20
		WATER MAINTENANCE WIRELESS MONTHLY SERVICE		
592020	80029	DELTA DENTAL OF MICHIGAN	1084293	5,633.57
		DENTAL INSURANCE PREMIUMS		
592020	323	DTE ENERGY	1084300	5,822.71
		WATER MAINTENANCE ELECTRIC MONTHLY SERVICE		
592020	80023	GOLDEN DENTAL PLANS INC	1084292	939.43
		DENTAL INSURANCE PREMIUMS		
592020	4590	ACROMAG CORPORATION	94251	414.75
		WWTP OPERATING SUPPLIES		
592020	4376	AIRGAS USA LLC	94241	239.78
		WWTP CHEMICALS AT WWTP		
592020	4238	AJAX MATERIALS CORP	94230	4,915.74
		WATER MAINTENANCE UPM COLD PATCH		
592020	4675	ALS GROUP USA CORP	94256	200.00
		WWTP METAL ANALYSIS		
592020	99998	ALYSSA MARIE ROMAN	94266	98.47
		REFUND		
592020	53	AM-DYN-IC HYDRAULICS INC	94186	3,100.00
		WWTP HYDRAULIC CYLINDERS		
592020	99998	AMANDA MARTIN	94267	144.47
		REFUND		
592020	2786	APPLIED IND TECHNOLOGIES	94218	229.58
		WWTP MAINTENANCE SUPPLIES		
592020	4098	ARAMARK	94226	173.82
		WWTP UNIFORMS		
592020	4455	BRENCAL CONTRACTORS INC	94245	28,000.00
		WWTP BUILDING REPAIR		
592020	2842	CDW GOVERNMENT INC	94219	448.03
		WWTP OPERATING SUPPLIES		
592020	99998	CHAD SCHULTZ	94268	17.25
		REFUND		
592020	4082	CHEMCO PRODUCTS INC	94225	395.00
		WWTP WWTP CHEMICALS		
592020	2987	CHEMSEARCH	94222	440.65
		WATER MAINTENANCE OPERATING SUPPLIES		
592020	2963	CINCINNATI TIME SYSTEM	94221	147.00
		WWTP MAINTENANCE SUPPLIES		
592020	4206	CINTAS FIRST AID & SAFETY	94229	225.35
		WATER MAINTENANCE OPERATING SUPPLIES		
592020	329	CONCENTRA/OCCUP HEALTH	94191	549.50
		WATER MAINTENANCE MEDICAL SERVICES		
592020	4522	COUGAR SALES & RENTAL INC	94247	100.88
		WATER MAINTENANCE OPERATING SUPPLIES		
592020	99998	DANIEL PADDOCK	94269	274.53
		REFUND		
592020	142	DETROIT WATER & SEWERAGE	94187	814,059.36
		GENERAL MAY 2015 WHOLESALE WATER		

CITY OF WARREN WATER & SEWER SYSTEM  
 BILLS TO BE APPROVED FOR PAYMENT  
 REGULAR MEETING OF JULY 14, 2015  
 PAGE 2 OF 5

OPERATION & MAINTENANCE AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
592020	4300	DIGIGRAPHX CO	94235	60.00
		WATER MAINTENANCE UNIFORMS		
592020	4612	DIVDAT	94252	2,257.71
		ADMINISTRATION UTILITY BILLING PRINTING		
592020	323	DTE ENERGY	94189	8,664.12
		WWTP ELECTRIC MONTHLY SERVICE		
592020	324	DTE ENERGY	94190	82,805.94
		WWTP ELECTRIC MONTHLY SERVICE		
592020	4580	DU ALL CLEANING INC	94250	1,100.00
		WWTP FACILITY MAINTENANCE		
592020	372	EAST SIDE LOCKSMITH INC	94194	210.95
		WATER MAINTENANCE FACILITY MAINTENANCE		
592020	631	EDWARD C LEVY COMPANY	94198	8,494.77
		WATER MAINTENANCE SLAG		
592020	371	EJ USA INC	94193	20,824.39
		INVENTORY SUPPLIES		
592020	400	FEDEX	94195	21.30
		WWTP OPERATING SUPPLIES		
592020	404	FIRE EQUIPMENT CO INC	94196	90.00
		WWTP MONTHLY INSPECTION		
592020	4769	FISHBECK, THOMPSON, CARR & HUBER	94258	1,545.00
		WWTP PROFESSIONAL SERVICES		
592020	1700	FISHER SCIENTIFIC	94209	233.67
		WWTP OPERATING SUPPLIES		
592020	4537	FORBERG SCIENTIFIC INC	94248	2,756.31
		WWTP SENSORS		
592020	1896	GALCO INDUSTRIAL ELECTRON	94211	340.61
		WWTP MAINTENANCE SUPPLIES		
592020	4388	GARRETT DOOR CO	94242	1,110.00
		WWTP FACILITY MAINTENANCE		
592020	3085	GOVCONNECTION INC	94224	55.14
		WWTP OPERATING SUPPLIES		
592020	1727	GRAINGER	94210	2,639.30
		VARIOUS MAINTENANCE SUPPLIES		
592020	1044	GRAYBAR	94202	157.61
		WWTP MAINTENANCE SUPPLIES		
592020	4410	HACH COMPANY	94243	106.64
		WWTP OPERATING SUPPLIES		
592020	4278	HD SUPPLY WATERWORKS LTD	94232	804.80
		OPERATING SUPPLIES		
592020	2268	HOME DEPOT CREDIT SVCS	94212	441.58
		WWTP MAINTENANCE SUPPLIES		
592020	3007	HUBBELL ROTH & CLARK INC	94223	340.00
		WWTP ENGINEERING SERVICES		
592020	4548	INTERNATIONAL CONTROLS	94249	340.25
		WWTP MAINTENANCE SUPPLIES		
592020	1027	J O GALLOUP COMPANY	94201	40.68
		WWTP MAINTENANCE SUPPLIES		

CITY OF WARREN WATER & SEWER SYSTEM  
 BILLS TO BE APPROVED FOR PAYMENT  
 REGULAR MEETING OF JULY 14, 2015  
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OPERATION & MAINTENANCE AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
592020	348	JACK DOHENY SUPPLIES INC	94192	1,854.60
		WATER MAINTENANCE RODDER LINE		
592020	2954	JADE SCIENTIFIC INC	94220	621.40
		WWTP CHEMICALS AT WWTP		
592020	2785	JGM VALVE CORPORATION	94217	1,524.00
		WWTP VALVE REBUILD KITS		
592020	4673	JOHNSON CONTROLS INC	94255	376.00
		WATER MAINTENANCE ODOR CONTROL		
592020	99998	KOBCUA LOR	94270	254.83
		REFUND		
592020	99998	KRISTINA COMO	94271	410.12
		REFUND		
592020	610	KUSH PAINT COMPANY	94197	945.64
		WATER MAINTENANCE PAINT SUPPLIES		
592020	99998	KYLE MAJOR	94272	70.00
		WATER MAINTENANCE REIMBURSEMENT		
592020	4831	LAWN THERAPIST	94262	1,950.00
		VARIOUS LAWN MAINTENANCE		
592020	99998	LOC V DANG	94273	215.34
		REFUND		
592020	99998	MELISSA DAVENPORT	94274	186.63
		REFUND		
592020	4412	METRO WELDING SUPPLY	94244	35.65
		WWTP CHEMICALS AT WWTP		
592020	4514	MICH METER TECHNOLOGY GRP	94246	16,513.52
		WATER MAINTENANCE INVENTORY SUPPLIES		
592020	4814	MOBILE KNOWLEDGE GROUP	94260	178.00
		WATER MAINTENANCE OPERATING SUPPLIES		
592020	4616	MODERNISTIC CLEANING SVCS	94253	991.38
		WATER MAINTENANCE FACILITY SERVICES		
592020	791	MOTION INDUSTRIES INC	94199	72.89
		WWTP MAINTENANCE SUPPLIES		
592020	4326	MOTOWN AUTOMOTIVE DISTRIBUTING	94237	140.67
		WWTP FLEET MAINTENANCE		
592020	2567	MT CLEMENS CRANE & SERVICE	94215	750.00
		WWTP MAINTENANCE SUPPLIES		
592020	4244	NALCO CROSSBOW WATER	94231	388.76
		WWTP CHEMICALS AT WWTP		
592020	99998	NICOLE MAYO	94275	90.84
		REFUND		
592020	2406	NTH CONSULTANTS LTD	94214	1,113.96
		WWTP ENGINEERING SERVICES		
592020	2401	OFFICE DEPOT INC	94213	269.55
		VARIOUS OPERATING SUPPLIES		
592020	99998	OMNIA DEVELOPMENT LLC	94276	215.00
		VARIOUS REFUND		
592020	99998	OMNIA DEVELOPMENT LLC	94277	215.00
		VARIOUS REFUND		

CITY OF WARREN WATER & SEWER SYSTEM  
 BILLS TO BE APPROVED FOR PAYMENT  
 REGULAR MEETING OF JULY 14, 2015  
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OPERATION & MAINTENANCE AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
592020	99998	OMNIA DEVELOPMENT LLC	94278	215.00
	VARIOUS	REFUND		
592020	99998	OMNIA DEVELOPMENT LLC	94279	510.00
	VARIOUS	REFUND		
592020	4306	PRAXAIR DISTRIBUTION INC	94236	259.43
	VARIOUS	CHEMICALS AT WWTP		
592020	928	REGAL TIRE COMPANY	94200	88.00
	WWTP	FLEET MAINTENANCE		
592020	756	STATE OF MICHIGAN - DEQ	94206	50.00
	WWTP	EDUCATION & TRAINING		
592020	4355	STERLING HEIGHTS TREASURY	94239	393.86
	ADMINISTRATION	GRASS CUTTING		
592020	1066	SUBURBAN BOLT & SUPPLY CO	94203	48.20
	VARIOUS	MAINTENANCE SUPPLIES		
592020	4828	SUPER CAR WASH	94261	37.50
	WATER MAINTENANCE	CAR WASH SERVICES		
592020	4100	TEAM EQUIPMENT	94227	651.00
	WATER MAINTENANCE	OPERATING SUPPLIES		
592020	14693	THE HARTFORD GROUP	94263	4,360.71
	VARIOUS	LIFE AND AD&D PREMIUMS		
592020	99998	ULLEISA LOVELADY	94280	153.00
		REFUND		
592020	4297	UNLIMITED RECYCLING INC	94233	213.52
	WWTP	OPERATING SUPPLIES		
592020	2619	USA BLUEBOOK	94216	342.16
	WWTP	MAINTENANCE SUPPLIES		
592020	1455	W C DU COMB COMPANY	94208	6,923.10
	WWTP	MOTORS (3)		
592020	1241	WARREN PIPE & SUPPLY CO	94204	410.10
	VARIOUS	MAINTENANCE SUPPLIES		
592020	1296	ZEP SALES & SERVICE	94205	468.69
	WATER MAINTENANCE	OPERATING SUPPLIES		
592044	4299	CADILLAC ASPHALT LLC	94234	4,840.40
	VARIOUS	SEWER REPLACEMENT		
592044	297	DAN'S EXCAVATING	94188	808,734.94
	VARIOUS	SEWER&WATER MAIN REPLACEMENT		
592044	4777	DIPONIO CONTRACTING INC	94259	26,790.73
	VARIOUS	WARNER WATERMAIN REPLACEMENT		
592044	3007	HUBBELL ROTH & CLARK INC	94223	8,227.50
	EXPENSE	ENGINEERING SERVICES		
592044	1401	METCO SERVICES INC	94207	19,365.44
	EXPENSE	ENGINEERING SERVICES		
592044	2406	NTH CONSULTANTS LTD	94214	42,911.57
	EXPENSE	ENGINEERING SERVICES		
592044	4683	SUPERIOR EXCAVATNG INC	94257	111,715.20
	VARIOUS	WATERMAIN REPLACEMENT		

CITY OF WARREN WATER & SEWER SYSTEM  
 BILLS TO BE APPROVED FOR PAYMENT  
 REGULAR MEETING OF JULY 14, 2015  
 PAGE 5 OF 5

OPERATION & MAINTENANCE AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
592044	4641	V I L CONSTRUCTION	94254	40,160.85
	VARIOUS	WATER MAIN REPLACEMENT		
592047	3007	HUBBELL ROTH & CLARK INC	94223	2,528.00
	EXPENSE	ENGINEERING SERVICES		
592047	4148	J D CANDLER ROOFING CO	94228	96,600.00
	EXPENSE	ROOF REPLACEMENT		
592047	4360	TETRA TECH INC	94240	90,000.00
	EXPENSE	INCINERATOR DESIGN		
592072	4346	US BANK	94238	150.00
	EXPENSE	AGENCY FEES		
592096	80001	AFSCME LOCAL 1250	1084296	1,707.83
		UNION DUES DEDUCTIONS		
592096	80098	MISDU	1084295	1,810.37
		WAGE ASSIGNMENTS		
592096	80207	SUSAN WINTERS	1084297	150.00
		WAGE ASSIGNMENTS		
592096	14693	THE HARTFORD GROUP	1084298	2,095.97
		VOLUNTARY LIFE INSURANCE		
592096	80009	WARREN MUNIC FED CR UNION	1084294	13,920.00
		PAYROLL DEDUCTIONS		
592096	80002	AFSCME LOCAL 1917	94265	270.05
		UNION DUES DEDUCTIONS		
592096	80000	LOCAL 412 (UNIT 59)	94264	323.50
		UNION DUES DEDUCTIONS		

CITY OF WARREN WATER & SEWER SYSTEM  
 BILLS TO BE APPROVED FOR PAYMENT  
 REGULAR MEETING OF  
 JULY 14, 2015

MISCELLANEOUS TRANSFERS

<u>TRANSFER TO</u>	<u>DATE</u>	<u>AMOUNT</u>
ICMA - 401A	06/10/15	\$ 33,294.55
ING - Deferred Compensation	06/10/15	1,832.61
ICMA - Deferred Compensation	06/10/15	5,077.43
Lincoln - Deferred Compensation	06/10/15	1,178.45
ICMA - RHS Deductions & Contributions	06/10/15	2,073.32
ICMA - Roth IRA Contribution	06/10/15	585.00
ICMA - 401A	06/24/15	30,634.50
ING - Deferred Compensation	06/24/15	1,832.61
ICMA - Deferred Compensation	06/24/15	5,077.43
Lincoln - Deferred Compensation	06/24/15	1,178.45
ICMA - RHS Deductions & Contributions	06/24/15	1,981.12
ICMA - Roth IRA Contribution	06/24/15	585.00
<b>JUNE TOTAL</b>		<b>\$ 85,330.47</b>

FEDERAL TAX TRANSFERS

<u>PAID FROM</u>	<u>DATE</u>	<u>AMOUNT</u>
Comerica	06/11/15	\$ 71,075.24
Comerica	06/25/15	68,725.46
<b>JUNE TOTAL</b>		<b>\$ 139,800.70</b>

## **RESOLUTION**

**WHEREAS,** *Regina High School is located in the City of Warren after moving from Harper Woods to the City of Warren in 2007; and*

**WHEREAS,** *Regina High School Sadelites Softball Players and Coach Diane Laffey raised their record to 6-0 in state championship game appearances; and*

**WHEREAS,** *Regina High School Sadelites Softball Team has won their first State Title since moving to the City of Warren; and*

**WHEREAS,** *Regina Sadelites claimed a Division 1 Title after a 5-0 win over Caledonia, on the campus of Michigan State University; and*

**WHEREAS,** *Coach Diane Laffey who has coached for 45 seasons and lead the Sadelites to 19 straight district titles closes the 2015 season with the record of 27-16; and*

**NOW THEREFORE BE IT RESOLVED** *that the City Council of the City of Warren wishes to recognize **Warren Regina Sadelites and Coach Diane Laffey** for their achievement in winning the District 1 Title and wishes each of them every success in their future endeavors.*

**RESOLUTION DECLARED ADOPTED** *this 14th Day of July, 2015.*

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



**CITY CONTROLLER'S OFFICE**

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

JULY 6, 2015

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

SUBJECT: AWARD OF BID ITB-W-9011 PILOT PROGRAM TO FURNISH STREET SWEEPING SERVICES

The Purchasing Division, in conjunction with the Department of Public Works (DPW), recommends that Bid ITB-W-9011; to Furnish Street Sweeping Services on a pilot program basis throughout the City, be awarded to the low responsible and cost effective bidder, C&J Parking Lot Sweeping, Inc., 2200 E. Ten Mile, Warren, MI 48091, for a total of two sweeps at the not to exceed amounts listed below.

YEAR OF SERVICE	# OF SWEEPS	COST PER CENTERLINE MILE	TOTAL # OF CENTERLINE MILES (MINOR & MAJOR ROADS)	COST PER SWEEP	TOTAL COST TWO SWEEPS	EMERGENCY SERVICES (NOT TO EXCEED)	TOTAL COST
2015	2	\$120.00	414	\$49,680.00	\$99,360.00	\$1,200.00	\$100,560.00

On Wednesday July 16, 2014 at 1:00PM sealed bids were publicly opened for bid ITB-W-9011; to Furnish Street Sweeping Services. Invitations to bid were posted on the MITN system and three (3) vendors responded with bids, with one of the vendors also providing an alternate bid. Their bids are summarized on the attached bid tabulation for your review.

There are 349 centerline miles of minor streets and 65 centerline miles of major streets in the City of Warren. C&J Parking Lot Sweeping has agreed to conduct a total of two (2) City-wide sweepings as a pilot program for the City. If the pilot program is successful, the City will request that your honorable body approve street sweeping services for an additional two and one half years with the option to renew for two additional one year periods.

The two sweepings conducted during the pilot program will occur approximately in August and October of 2015. This pilot program will not extend into the 2016 calendar year. The total award amount shall not exceed \$100,560.00, which consists of \$99,360.00 for scheduled sweeping services and an additional \$1,200.00, for emergency services (billed at \$120.00 per hour), for a pilot program amount not to exceed \$100,560.00.

The funds are available in the following Accounts:

Local Roads Contractual Services: 3463-80100	\$ 55,308.00
Major Roads Contractual Services: 2463-80100	\$ <u>45,252.00</u>
Totals:	<u>\$100,560.00</u>

Contract approved as to form by the City Attorney's Office:

Mary Michaels  
Acting City Attorney

Respectfully Submitted,

Craig Treppa  
Purchasing Agent

Richard Sabaugh  
Public Service Director

Gus Ghanam  
DPW Superintendent

Approved By:	Signature	Date
Budget Director:		7/6/15
Controller:		7/6/15
MAYOR:		7-7-15

Pilot Program "on ly"  
this year.

PILOT PROGRAM

City of Warren  
 One City Square  
 Warren MI 48093

Bid: RFP-W-9011  
 Date Due: 7/16/2014  
 Department: SR. HOUSING

Product or service: STREET SWEEPING SERVICES

SUBMITTER	TERMS	PILOT PROGRAM (2 Sweeps)	EMERGENCY SERVICES	PILOT PROGRAM GRAND TOTAL
C&J PARKING LOT SWEEPING	NET 45	\$ 99,360.00	\$ 1,200.00	\$ 100,560.00

ORIGINAL BID SUMMARY

City of Warren One City Square Warren MI 48093		Bid: RFP-W-9011 Date Due: 7/16/2014 Department: SR. HOUSING			
<b>Product or service: STREET SWEEPING SERVICES</b>					
SUBMITTER	TERMS	YEAR 1	YEAR 2	YEAR 3	3-YEAR GRAND TOTAL
C&J PARKING LOT SWEEPING	NET 45	\$ 101,760.00	\$ 201,120.00	\$ 201,120.00	\$ 504,000.00
NATIONAL INDUSTRIAL MAINTENANCE, INC.	NET 45	\$ 335,090.48	\$ 603,502.88	\$ 603,502.88	\$ 1,542,096.24
PROGRESSIVE SWEEPING CONTRS., INC.	NET 30	\$ 509,520.90	\$ 905,247.00	\$ 918,706.40	\$ 2,333,474.30
PROGRESSIVE SWEEPING CONTRS., INC. (ALT)	NET 30	\$ 209,440.90	\$ 373,327.00	\$ 378,837.60	\$ 961,605.50

Initial bid from Progressive stated the total annual cost for year 1 as \$509,521.00. The actual cost based on unit pricing is \$509,520.90. The amount above is the corrected amount. Progressive bid an alternate bid, which is to have the City be responsible for the disposal of the spoils.

Initial bid called for two sweepings in Year One. The City estimates that Four sweepings will occur in year one. Thus the totals show above for year one are not true totals for year one.

2 of 23

**PROPOSAL:**

The undersigned proposes to **FURNISH STREET SWEEPING SERVICES** in accordance with attached specification requirements to be considered an integral part of this proposal, at following prices:

ITEM	DESCRIPTION	TOTAL ANNUAL CO (from page 3)
1	STREET SWEEPING - CITY MINOR AND MAJOR STREETS - YEAR ONE	\$ 99,360.00
2	STREET SWEEPING - CITY MINOR AND MAJOR STREETS - YEAR TWO	\$ 198,720.00
3	STREET SWEEPING - CITY MINOR AND MAJOR STREETS - YEAR THREE	\$ 198,720.00
4	EMERGENCY SERVICES - TOTAL ANNUAL COST (MULTIPLIED BY THREE)	\$ 7,200.00
<b>GRAND TOTAL (YEARS 1-3):</b>		<b>\$ 504,000.00</b>

**IT IS MANDATORY OF ALL BIDDERS TO RETURN THIS SHEET FULLY COMPLETED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE WITH THEIR SEALED BID. FAILURE TO PROPERLY SIGN IN THE AREA PROVIDED BELOW WILL RESULT IN YOUR BID NOT BEING ACCEPTED.**

The undersigned has carefully checked the bid figures and understands that he shall be responsible for any error of omission in this bid offer and is in receipt of all addenda as issued.

Signature of Raymond A Confer Pres DATE 7/12/14  
**Authorized Company Representative**

Raymond A. Confer COMPANY NAME C&J Parking Lot Sweeping Inc  
 (Print name of Signature)

2200 E. Ten Mile Warren MI 48091  
 ADDRESS CITY STATE ZIP CODE  
586-759-3668 586-759-0858 Service@Cjsweep.com  
 TELEPHONE NUMBER FAX NUMBER E-MAIL ADDRESS

WARRANTY (If Applicable) **BID PAYMENT TERMS (Blank will be considered NET 45)**  
**EXCEPTIONS: Where an exception to any specification is taken, such exception shall be clearly indicated below and along with the specifications attached hereto, shall be considered an integral part of this bid proposal.**

COMPANY NAME: C&J PARKING LOT SWEEPING INC.

**James R. Fouts, Mayor**



Purchasing Division  
Office of the Controller  
One City Square, 4<sup>th</sup> Floor  
Warren, Michigan 48093-5289

Phone (586) 574-4639  
FAX (586) 574-4614

**ADDENDUM 1**

**ITB-W-9011**

**JULY 10, 2014**

REGARDING

**STREET SWEEPING SERVICES**

**PLEASE BE ADVISED** that the pricing page (page 3 of the bid form) has been revised and is attached. Please utilize this page in place of the original page 3.

**PLEASE BE ADVISED** of the following response to a vendor question concerning this bid;

- Q1. Does the City of Warren have a leaf pick-up program for residents? Describe.  
R1. The residents do not rake their leaves to the street for the City to pick them up. The residents accumulate their leaves and bag them. The City collects the bags curbside and deposits them into their compost trucks for disposal.
- Q2. What is the expectation of the Street Sweeping service provider relative to leaf pick-up/removal?  
R2. The street sweeping provider will be required to pick up and dispose of leaves that have accumulated on the streets. See R1.
- Q3. Can a late fall residential sweep cycle allow leaf disposal to be included with any established leaf program disposal?  
R3. No
- Q4. Can you provide a sample of the sign requested for posting sweeping cycles?  
R4.



- Q5. Can you provide a photo and/or diagram of an acceptable "corner of right-a-way" sample location for the posted signs?  
R5. The right of way is located between the sidewalk and the street curb. Signs will be permitted in these areas.

**ITB-W-9011****CITY OF WARREN****PAGE 2 OF 3**

- Q6. Considering you will not guarantee the number of cycles yet the bid form requests the same price per cycle, can you either guarantee the cycles or allow for a variable per cycle cost to compensate for the additional cost inherent in the first and/or spring clean-up cycle that would otherwise be amortized across the three other cycles?
- R6. No.
- Q7. The bid spec states that there are 414 total centerline miles; the bid page says there are 414 total curb miles. Which is correct?
- R7. The City has a total of 414 Centerline Miles. The City is requesting a price per centerline mile.
- Q8. Page # 21 states that we sweep 3' of the curb, what does this mean, 3' off of the curb?
- R8. Yes
- Q9. It states that the last sweeping cycle be done in October, does the city have a leaf collection program as well as a sweeping program or is the intent of the city for the successful bidder to sweep up and dispose of the fall leaves?
- R9. See responses to Q1. and Q2.
- Q10. What % of the sweeping will require traffic control?
- R10. There should be no need for traffic control.
- Q11. The spec states that the emergency sweeping is only paid for on site time, ie; no travel pay to and from the job. Who pays for the disposal? Do we haul it to your yard?
- R11. The contractor will be responsible for the cost to haul and dispose of sweepings. The vendor may haul the sweepings to the DPW yard, but will be required to haul and dispose of it from the DPW yard. The cost of the on-site time should factor in the total cost for hauling and disposing of the materials.
- Q12. Will the city accept a bid bond?
- R12. The City will not accept a bid bond as a bid security. The City will only accept a cashier's check, bank check, or money order in the amount of \$1,000.00. The awarded vendor shall be required to furnish a Performance Bond and a Labor & Materials bond.
- Q13. What happens if / when cars do not adhere to the no parking signs? ie; do we sweep around them?
- R13. Yes
- Q14. Page #17 states that the city sweepers are engaged in work for full five day work weeks. In the past how many sweepers were utilized and how many weeks / days were they working to complete an average cycle? Which cycle, 1, 2, 3 or 4?
- R14. The City utilizes three (3) sweepers/five (5) days a week/eight (8) hours a day. It takes the City crews three (3) weeks to complete a cycle.
- Q15. Historically, how much waste is generated from sweeping operations in an average season? ie; yards or tons?
- R15. The City does not have sufficient data to answer this question.

**ITB-W-9011**

**CITY OF WARREN**

**PAGE 3 OF 3**

Q16. Is there a requirement / restriction on the model year of the sweepers to be used?

R16. Please see page eighteen (18) of the bid form. The City shall inspect all vehicles, which the vendor may be required to successfully demonstrate that the equipment will satisfactorily perform without a trail of debris or dust.

**BIDDERS ARE REMINDED:**

Additional information regarding this bid or any questions can be answered by contacting the Purchasing Agent, Craig Treppa, of the City of Warren, Purchasing Division preferably by e-mail, [ctreppa@cityofwarren.org](mailto:ctreppa@cityofwarren.org). Subject: ITB-W-9011.

Sincerely,

Craig Treppa  
Purchasing Agent

Acknowledged by Raymond A Confer Pres.

Company Name C & J PARKING LOT SWEEPING INC.

ITB-W-9011

CITY OF WARREN - REVISED PAGE 3

PAGE 3 OF 23

**BID PROPOSAL FORM:**

The undersigned proposes to furnish the City with **STREET SWEEPING SERVICES FOR A THREE (3) YEAR PERIOD**, in accordance with the attached specification requirements to be considered an integral part of this proposal, at the following prices. Enter totals on Page Three (3) of this bid form.

TOTAL COST - YEAR ONE (TWO STREET SWEEPINGS FOR YEAR ONE)							
ITEM	DESCRIPTION	PRICE PER CENTERLINE MILE	X	TOTAL # OF CENTERLINE MILES	COST PER EVENT	# OF EVENTS PER YEAR	TOTAL ANNUAL COST
1A	Street Sweeping City Minor Streets	\$ 120.00	X	349	\$ 41,880.00	2	\$ 83,760.00
1B	Street Sweeping City Major Streets	\$ 120.00	X	65	\$ 7,800.00	2	\$ 15,600.00
<b>TOTAL COST YEAR ONE:</b>							\$ 99,360.00

TOTAL COST - YEAR TWO (FOUR STREET SWEEPINGS FOR YEAR TWO)							
ITEM	DESCRIPTION	PRICE PER CENTERLINE MILE	X	TOTAL # OF CENTERLINE MILES	COST PER EVENT	# OF EVENTS PER YEAR	TOTAL ANNUAL COST
2A	Street Sweeping City Minor Streets	\$ 120.00	X	349	\$ 41,880.00	4	\$ 167,520.00
2B	Street Sweeping City Major Streets	\$ 120.00	X	65	\$ 7,800.00	4	\$ 31,200.00
<b>TOTAL COST YEAR TWO:</b>							\$ 198,720.00

TOTAL COST - YEAR TWO (FOUR STREET SWEEPINGS FOR YEAR THREE)							
ITEM	DESCRIPTION	PRICE PER CENTERLINE MILE	X	TOTAL # OF CENTERLINE MILES	COST PER EVENT	# OF EVENTS PER YEAR	TOTAL ANNUAL COST
3A	Street Sweeping City Minor Streets	\$ 120.00	X	349	\$ 41,880.00	4	\$ 167,520.00
3B	Street Sweeping City Major Streets	\$ 120.00	X	65	\$ 7,800.00	4	\$ 31,200.00
<b>TOTAL COST YEAR THREE:</b>							\$ 198,720.00

TOTAL ESTIMATED ANNUAL COST - EMERGENCY SERVICES				
ITEM	DESCRIPTION	HOURLY RATE	EST. ANNUAL HOURS	TOTAL EST. ANNUAL COST
4	Hourly Rate For Emergency Services	\$ 120.00	20 Hours	\$ 2,400.00
<b>TOTAL ANNUAL COST FOR EMERGENCY SERVICES:</b>				\$ 2,400.00

COMPANY NAME: C&J PARKING Lot Sweeping

**TIMELINE:**

The projected timetable is intended to be a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of the RFP process.

EVENT	DATE
Issue Invitation to Bid (ITB):	July 2, 2014
Last Date for Interested Parties to Submit Questions	July 9, 2014
Responses to Vendor Questions provided to proposal	July 11, 2014
Receive Sealed Bids from Vendors due	July 16, 2014
Complete Evaluation of Bids	July 23, 2014
Contract Award Recommendation to City Council (if award recommendation is made)	August 12, 2014

**BID SECURITY REQUIRED FOR BIDS OVER \$50,000.00:**

Each Bid shall be accompanied by cash, certified check or money order (a Company or Personal Check is not acceptable) made payable to the City of Warren, in the amount of \$1,000.00 as a guarantee on the part of the bidder that the bidder will, if awarded the contract, enter into a contract to do the work pursuant to the attached specification, at the prices stated in the bid proposal and to furnish acceptable surety for its faithful performance and fulfillment.

Bid Security provided will be returned to all bidders except the three (3) lowest bidders within seven (7) days after the opening of bids. The remaining bid securities will be returned seven (7) days after the City and the accepted bidder have executed the contract.

If no award has been made within 90 days after the opening of bids, the bid security will be returned upon demand of the bidder at any time thereafter, so long as the bidder has not been notified of the acceptance of his bid. Bidders who do not have the required Bid Security attached to their bids will have their bid rejected.

**LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT:**

Failure of the recommended Bidder to enter into a contract with the City will result in liquidated damages, which shall be the lesser of the bid security submitted by the successful vendor or the actual costs associated with obtaining another contractor including the difference in price to be paid.

Authorized signature for Raymond A. Conper Pres  
 Liquidated Damages For Failure To Enter Into A Contract

COMPANY NAME: \_\_\_\_\_

C+J PARKING LOT Sweeping inc

**LIVING WAGE ORDINANCE:****Sec. 2-334.2 Living Wage Requirements for service contracts.****(a) Purpose; applications; exclusions.**

The intent of the following provision is to ensure that the City does not enter into any contract for services in excess of \$50,000 with any contractor who does not pay employees who work on the City of Warren premises, as defined in this ordinance. Contracts for the purchase of goods; and contracts to lease or purchase property are excluded from the applications of this section.

**(b) Limitations on contracts for services.**

The City shall not enter into any contract for services with any contractor who does not demonstrate that it pays any employees that do work on the City of Warren premises under this contract, a living wage which is equal to one hundred and twenty five (125%) of the federal poverty line, unless health care benefits are provided to its employees equal to the level of benefits customarily provided in the industry, then the contractor shall demonstrate that it these employees a living wage which is equal to one hundred percent (100%) of the federal poverty line. The contractor shall be required to maintain this rate of pay for the duration of the contract period.

BIDS ARE TO BE RECEIVED WITH THE USE OF THIS LIVING WAGE ORDINANCE. THE CURRENT RATE OF PAY WITHOUT BENEFITS IS **\$14.906 PER HOUR** AND THE CURRENT RATE OF PAY WHEN BENEFITS ARE PROVIDED IS **\$11.925 PER HOUR**

**PERFORMANCE AND LABOR & MATERIAL BONDS**

The awarded contractor shall furnish a Surety Bond in an amount at least equal to one hundred percent (100%) of the first year of the contract as security for faithful performance. The Surety Bond must be in effect for the full term of the contract.

The awarded contractor shall furnish a Labor and Material Bond in an amount at least equal to one hundred percent (100%) of the first year of the contract sum as security for payment of all persons performing labor, furnishing materials, equipment and equipment rental in connection with this contract. The Labor and Material Bond must remain in effect for the full term of the contract.

All bonds shall be issued by a company licensed and authorized to do business in the state of Michigan with the contractor furnishing a copy of the surety certificate license or authorization to conduct business within the state. All bonds shall be issued by a company with a A.M. Best key rating guide under the current edition of A or better.

**DESCRIPTION:**

Bids are being solicited for the purpose of contracting with a qualified vendor to furnish street sweeping services for the City of Warren's Major and Minor City Streets, as described in the attached specification. The work includes the furnishing of all labor, materials, transportation, equipment, and other facilities necessary for performing these services.

The City has 414 Center Lane Miles, or 818 Curb Miles that need to be Street Swept during each event. There will be a total of four (4) events each calendar year (April, June, August, and October). Calendar year 2014 will have two (2) events; approximately August and October, 2014.

COMPANY NAME: \_\_\_\_\_

C+J PARKING LOT Sweeping INC

**SITE(S) VISIT/INSPECTION:**

Each bidder shall visit the sites of the proposed work and fully acquaint himself with the conditions relating to work and labor so that he may fully understand the roadways, facilities, difficulties, and restrictions attending the execution of the work under the proposed contract. Bidders shall thoroughly examine and be familiar with the roadways and contract documents. The failure of omission of any bidder to receive and examine any form, instrument, addendum, or other document, or to visit the site(s) and acquaint himself with conditions there existing, shall in no way relieve any bidder from any obligation with respect to his bid, or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

All questions must be submitted in writing to the Purchasing contact before the Pre-Bid Question Deadline indicated above.

Authorized Signature for  
Site(s) Visit/Inspection Clause

*Raymond A Confer Pres.*

**COMPLIANCE WITH LAWS:**

In the performance of this contract, the contractor will comply with all applicable laws, regulations, ordinances, and codes whether or not such law, regulations, ordinances or codes are specifically mentioned herein, and the contractor will hold the City harmless with respect to any claim or liability arising from any violation of the same by the contractor.

**PERMITS AND LICENSES:**

The contractor will secure at his own expense prior to commencing the services all necessary permits required by the City or other public authorities in connection with the performance of the services. Contractor shall have licensed personnel for operating equipment.

**PRICE CLAUSE:**

Bid price to include but not be limited to all materials, equipment, and labor, for complete street sweeping services for the City of Warren DPW. Vendor shall hold prices firm for 60 days or bid award whichever comes first except for the successful bidder whose prices shall be firm for the entire length of the contract, which shall be for three (3) years with the option to renew for two (2) additional one (1) year periods with mutual consent of both parties at the same pricing, terms and conditions as offered by the awarded vendor for year three (3).

Authorized Signature for  
Price Clause

*Raymond A Confer Pres.*

COMPANY NAME:

*C+J PARKING LOT Sweeping INC*

**QUALIFICATION OF BIDDER:**

The City may make such investigations as it deems necessary to determine the merit, ability, and capacity of the vendor to perform the work, and the vendor shall furnish to the City all such information and data for this purpose as the City may request. Such information may include past performance records, list of available personnel, equipment, description of work, or any other pertinent information.

The City reserves the right to reject any bid if the evidence submitted by, or investigated of, such vendor fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein. Conditional bid submittals will not be accepted.

**DEMONSTRATION:**

The City reserves the right to request a demonstration of Street Sweeping (at no charge to the City, prior to the award of contract. If requested, the bidder must successfully demonstrate that the equipment will satisfactorily perform without a trail of debris or dust. Equipment deemed as not providing acceptable performance by the DPW Superintendent or its designee will be immediately removed from service and repaired or replaced.

Demonstration equipment that fails to perform to the satisfaction of the City may lead to a non-award for the vendor.

**Authorized Signature for  
Demonstration Clause**

Raymond A Conyer Pres.

**COMPANY NAME:**

C+J PARKING Lot Sweeping INC.

**REFERENCES:**

Please list the municipalities/companies for which your company has provided similar work.

1. Agency: VILLAGE OF LAKE-ORION Year 2013

Address 37 E FLINT ST. LAKE ORION. 48362.

Contact Name: JEFF SEARS Cell 248 693 1463  
Phone 248-693 8391

2. Agency: CITY OF LANSING M DOT Year 1999-2006.

Address ALL FREWAYS SUBCONTRACTED THRU ABC PAVING.  
26 54 VAN HORN TRENTON MI 48183

Contact Name: TOM MORRISON Phone 734 250-1780

3. Agency: ~~THE~~ VILLAGE of DUNDEE Year 2014

Address STREET SWEEPING SUB THRU PAVEY CORP.  
26 54 VAN HORN TRENTON 48183

Contact Name: BRIAN MORRISON Phone 734-5566928

4. Agency: CITY OF FARMINGTON HILLS Year 2009

Address 29350 WEST TEN MI FARMINGTON HILL MI 48336

Contact Name: RON ATEN Phone 248-489-3446

5. Agency: FORD MOTOR CO. DEARBORN Streets Year 2009-2014

Address 15701 SPRINGWELLS DEARBORN MI 48120

Contact Name: STEVE BATTERS Phone 313-999 0367

COMPANY NAME: C & J PARKING LOT SWEEPING INC.

PLEASE LIST THE TRUCKS AND EQUIPMENT AVAILABLE TO PERFORM THIS WORK INCLUDING TRUCK SIZE, CAPACITY, AGE AND WHETHER OWNED OR RENTED. ALSO CHECK THE EQUIPMENT THAT WILL BE ASSIGNED TO CONDUCT STREET SWEEPING FOR THE CITY OF WARREN.

#	YEAR OF EQUIPMENT	MAKE/MODEL	TYPE	CUBIC YARD CAPACITY	OWNED BY BIDDER? (YES/NO)	WILL IT BE ASSIGNED TO CITY OF WARREN? (YES/NO)
			H H Custom			
1.	1993	ELGIN PELICAN	Sweeper 3 WHEEL	4 YD.	Yes.	Yes.
2.	2005 FRIGHTLIVER	ELGIN WIZARD	4 wheel Broom Sweep	4.5 YD.	Yes	Yes.
3.	2005 FRIGHTLIVER	ELGIN WIZARD	4 wheel. Broom Truck	4.5 YD	Yes	Yes
4.	2001 FRIGHTLIVER	ELGIN WIZARD	4 wheel Broom Truck	4.5 YD	Yes	Yes.
5.	2001 FRIGHTLIVER	ELGIN WIZARD	4 wheel Broom Sweep	4.5 YD	Yes	Yes.
6.	2002 GMC	ELGIN ROAD WIZARD	4 wheel Broom Sweep	4.5 YD	Yes	Yes
7.	2005 FRIGHTLIVER	ELGIN ROAD WIZARD	4 wheel Broom Sweep	4.5 YD	Yes	Yes.
8.	2001 GMC	ELGIN CROSSWIND AIR Sweeper	4 WHEEL AIR Sweeper	4.5 YD	Yes	Yes.
9.	2000 FORD	ELGIN CROSSWIND AIR Sweeper	4 WHEEL AIR Sweeper	4.5	Yes	Yes.
10.	2002 GMC	ELGIN ENCEL	4 wheel. Broom Sweep	4.5	Yes	Yes.
11.	2001 ISUZU	HUSKEY	4 wheel Broom Sweep	3.5 YD.	Yes	Yes
12.	2001 ISUZU	Huskey.	4-wheel Broom Sweep	3.5 YD	Yes	Yes
13.	2003 GMC	HUSKEY	4 wheel. Broom Sweep	3.5 YD	Yes	Yes.
14.	2006 GMC	Huskey	4 wheel Broom Sweep	3.5 YD	Yes	Yes
15.	2000 GMC	VAC HUL	4 wheel. Broom + AIR Sweeper	10 YD	Yes	Yes.
16.	1996 FORD	CROSSWIND ELGIN	AIR sweeper	4.5 YD	Yes	Yes

COMPANY NAME: C+J PARKING / LOT SWEEPING INC

INSURANCE

The awarded bidder will be required to provide the City with certificates of insurance naming the City of Warren, City of Warren Municipal Building Authority, Downtown Development Authority, the 37<sup>th</sup> District Court, all elected appointed officials, employees and volunteers as individuals acting within the scope of their authority, AS AN ADDITIONAL INSURED: and providing the following coverage and limits. Sub-contractors utilized by the awarded bidder shall be subject to these same conditions:

COMMERCIAL GENERAL LIABILITY:

The following coverage is part of the General Liability policy:

Policy should be on an **OCCURRENCE BASIS WITH COMBINED SINGLE LIMITS.**

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage-Any one fire	\$ 50,000
Medical Expense-Any one person	\$ 5,000
Per project aggregate limit, Independent contractors coverage, Broad form property damage	
Blanket contractual liability coverage	

AUTOMOBILE LIABILITY:

Automobile liability insurance coverage shall be \$1,000,000 combined single limit for any auto and include hired autos and non-owned autos.

CONTRACTOR'S POLLUTION INSURANCE:

Pollution liability insurance in the amount of \$1,000,000 per occurrence, see attached sample copy of Federal filing requirements and pollution liability endorsement number CA99481293 available on commercial auto policies.

WORKERS' COMPENSATION INSURANCE:

Workers' compensation insurance shall be statutory under the State of Michigan Workers' Compensation Act.

UMBRELLA LIABILITY POLICY:

Umbrella liability shall be \$2,000,000 and be "following form".

Insurance certificates shall contain a provision to the effect that the insurance company **SHALL NOTIFY** the City at least **thirty (30)** days prior to **CANCELLATION OR MATERIAL CHANGE** of the insurance.

Can meet insurance as indicated.

Cannot meet but offer the following:

Authorized signature for Raymond A Conyer  
Insurance Clause

COMPANY NAME: C+J PARKING LOT Sweeping INC.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Valenti Trobec Chandler Inc 1175 W. Long Lake, Suite 200 Troy, MI 48098	<b>CONTACT NAME:</b> Debra Panzica <b>PHONE (A/C No. Ext):</b> (248) 628-3377 <b>E-MAIL ADDRESS:</b> dpanzica@vtcins.com	<b>FAX (A/C No.):</b> (248) 628-3741
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> C & J Parking Lot Sweeping Inc. 2200 E. Ten Mile Rd. Warren, MI 48091-3701	<b>INSURER A:</b> Harleyville Lake States Ins. NAIC # 14516	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 2014-2015

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER (INSR WVT)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	MPA00000051510K	4/22/2014	4/22/2015	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO.JECT <input checked="" type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Fa occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAO00000051508K	4/22/2014	4/22/2015	COMBINED SINGLE LIMIT (Fa accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000 PIP-Basic \$ Statutory
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CMB00000051509K	4/22/2014	4/22/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: City of Warren City Hall Parking Structure  
 The City of Warren, all elected and appointed officials, employees and volunteers as individuals acting within the scope of their authority are included as Additional Insured as respects General Liability as their interests may appear as required by written contract.

**CERTIFICATE HOLDER**

(586) 574-4517

City of Warren Building & Grounds Mainten  
 Division  
 One City Square  
 Ste 320  
 Warren, MI 48093

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Alan Chandler/DPANZI *Alan P. Chandler*



ATLAS-2 OP ID: AK

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/07/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Szura Insurance Services 109 E. Fourth St. Rochester, MI 48307-2021 Matthew T. Szura	Phone: 248-651-4487 Fax: 248-651-3751	CONTACT NAME: PHONE (A/C, No., Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>		NAIC #
<b>INSURED</b> Atlas Business Solutions LLC Titan Atlas LLC Titan Atlas Operations Co 103 E. Fourth St. Rochester, MI 48307	INSURER A: Hastings Mutual Ins. Co.		14176
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL, GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRER AUTOS <input type="checkbox"/> NON-OWNED AUTOS						(COMBINED SINGLE LIMIT (Ea accident)) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	WC 9911340	12/31/2013	12/31/2014	<input checked="" type="checkbox"/> WC STAT. TOBY LIMITS <input type="checkbox"/> OTIL-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

For work performed by:  
 C & J Parking Lot Sweeping Inc  
 2200 E Ten Mile Rd  
 Warren, MI 48091

**CERTIFICATE HOLDER**

CITYWAR

City of Warren  
 586 574 4517  
 One City Square  
 Warren, MI 48093

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
 Matthew T. Szura

**GENERAL CONDITIONS**  
(Effective August 20, 2013)

**SIGNATURE**

Bids and all information requested of the vendor shall be entered in the appropriate space on the bid form and signature page. Failure to do so may disqualify your offer.

An authorized officer or employee of the bidder shall sign all bids.

**BID SUBMISSION**

Bids must be submitted by the date specified and at or prior to the time specified to be considered. Late bids, e-mail, telegraphic, or telephone bids will **NOT** be accepted.

Submit **ORIGINAL AND ONE (1) COPY** to the address shown on the NOTICE INVITATION TO BID, which can usually be found on the first page of the bid document, with a label on the **outside of the ENVELOPE STATING VENDORS NAME, COMMODITY OR SERVICE AND BID NUMBER AND DUE DATE**

**RELATIONSHIP DISCLOSURE**

It is required that any relationship (business or personal) to a City employee or official be disclosed. This includes employment or other professional engagements.

**ALTERATION OF BID DOCUMENTS**

Vendor **changes or alterations to the bid documents, including the specification, may result in the bid being considered non-responsive** and/or the bidder being debarred. The only authorized vendor changes to the bid documents will be in the areas provided for the bidder's response including the "Exceptions" section of the bid proposal and on separate attached sheets submitted by the vendor. Vendor must clearly identify, product offered, and deviations from the specification. If a change or alteration to the bid document is undetected, and the bidder is awarded the contract, the original terms, conditions, and specification in the authorized version of the bid document will be applicable during the terms of the contract. Bidders are responsible for ensuring they have obtained all relevant documents including amendments, clarifications, changes, drawings, etc. as made available by the City.

**PRICES**

Prices quoted shall be for new products in current production unless otherwise specified. Where refurbished or discontinued items are offered they must be clearly identified as such.

Prices quoted shall be exclusive of any rebates due the City of Warren. Any rebates the City of Warren may be entitled to should be shown as a separate line item and include expiration date.

Corrections and/or modifications received after the bid closing time specified will not be accepted.

Unit prices prevail.

All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.

All prices will be bid F.O.B. DESTINATION, INCLUDE ALL DELIVERY AND ANY ADDITIONAL CHARGES and remain in effect as specified in the proposal.

COMPANY NAME: C+J PARKING Lot Sweeping Inc.

**AWARD**

Unless otherwise stated in the bid documents, the City of Warren cannot guarantee exclusivity of the contract for the proposed products or services.

Award of the proposals shall be based upon a combination of factors, including but not limited to, adherence to bid requirements, references and any other factors that may be in the City of Warren's best interest.

The City reserves the right to reject any and all bids, and to waive any defect or irregularity in bids. The City reserves the right to accept and separate items in the bid; and to accept the bid that in the opinion of the City is to the best advantage and interest of the public we serve. The City also has the right to re-solicit bids if it is deemed to be in the best interest of the City.

The City reserves the right to reject low bids which have major deviations from our specifications; to accept a higher bid which has only minor deviations. By signing the bid proposal, bidders agree to accept a split award unless bidder takes exception under *Comments*. The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City, with not only price but also availability of product, location and quality of product considered.

The City reserves the right to award all line items, to make no award or to award on an individual line item basis, whichever is deemed to be in the best interest of the City.

Time of delivery may be a consideration in the award.

**TERMINATION**

**1. FAILURE TO PERFORM.** The City may terminate a bid award for the failure to perform a term of the bid specifications to the satisfaction of the City. The City shall provide ten (10) days advance written notice to the Bidder for the failure to perform services or for the violation of any other term of the bid specifications. Unless futile or the violation is recurring, the City shall provide notice and the opportunity to cure the violation prior to termination. Such notice to cure shall be given in writing by first-class mail. In the event of a dispute, or in order to avoid interruption of service, the City may engage another to perform the work; and the Bidder shall be responsible for any costs the City incurs as a result of the Bidder's violation. The City may withhold payment to offset any damages the City incurs as a result of the Bidder's violation.

**2. AT WILL.** A bid award may be terminated at will by the City upon a minimum of thirty (30) days prior written notice to the other party. In the event of termination as provided in this subsection, the bidder will be compensated for all services performed and approvable reimbursable expenses from the inception date to the termination date provided the services performed and the expenses were provided in accordance with the bid specifications. Payment shall be made upon the bidder delivering to the City all information and materials retained by the bidder, affiliates, or subcontractors in performing the services described in the bid specifications, whether completed or in progress.

**3. MISREPRESENTATION.** In addition, the City may reject this Bid, or cancel a contract with a successful bidder, if there is evidence of any misleading or intentionally fraudulent information or documents provided in connection with this Bid

COMPANY NAME: C+J PARKING LOT Sweeping INC

**SPECIFICATION**

Brand names and numbers, when used, are for reference to indicate the character or quality desired, unless specifically stated "No Substitutes".

Alternate items of the same quality will be considered, provided your offer clearly describes the article. Offers for alternate items shall state the brand and number, or level or quality. When the bidder does not state brand, or level of quality, it is understood the offer is exactly as specified.

All products and services must be in accordance with all applicable federal, state and local statutes, rules, ordinances, etc.

All personnel must have the appropriate licenses with endorsements for the work performed.

In addition, any personnel driving a vehicle on City property must have a valid driver's license and have or exceed minimum statutory insurance requirements.

**E-VERIFY**

Any bidder, attesting to his bid by signature is affirming that the contractor/vendor has registered with, participates in and utilizes the E-Verify Program (or any successor program implemented by federal Department of Homeland Security and Social Security Administration to verify the work status of all newly hired employees employed by the contractor/vendor.

**NON-IRAN LINKED BUSINESSES**

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) that I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

**ASSIGNMENT OF AGREEMENT AND OTHER CONTRACTORS.**

The Vendor shall not assign the Agreement or any part thereof without the written consent of the City. The City reserves the right to let other agreements in connection with this work, even if of like character, for Work under an agreement.

**PERIOD AGREEMENTS**

**No Exclusive Contract/Additional Services.** Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

Any contract executed pursuant to this Bid, which is for a specific term shall include for an extension of the contract term at the option of the City as follows:

City shall have the sole option to extend the contract herein for a period of two months by written notice to contractor exercising the option served at least ten days prior to the expiration date of the contract. In the event such option is exercised by City, all of the provisions of the contract shall remain in full force and effect other than the date of expiration of the contract.

The quantities have been estimated for bid award purposes and may be estimated based on past usage. The quantities may increase or decrease and the City makes no representation as to guarantee of usage. The quantities are estimated on an annual basis.

**COMPANY NAME:** C+J PARKING Lot Sweeping INC.

**SAMPLES**

Sample of articles, when required, shall be furnished free of any cost to the City of Warren. Samples of articles selected may be retained for future comparison. Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request at the vendor's expense. Unclaimed samples may be destroyed after one (1) year.

**TAXES**

If vendor **supplies tangible products only** to the City of Warren, **sales taxes** should not be included in your bid as the City of Warren is sales tax exempt.

**PAYMENT TERMS**

The City's normal payment terms are 45 days in connection with cash discounts specified with this bid. Time will be computed from the date of complete delivery of supplies or equipment as specified, or from the date correct invoices are received in the Office of the City Controller, if the latter is later than the date of delivery. Prices will be considered as net if no cash discount is shown.

**MICHIGAN FREEDOM OF INFORMATION ACT (FOIA)**

All costs incurred in the preparation and presentation of this proposal, in any way whatsoever, shall be wholly absorbed by the prospective firm. All supporting documentation shall become the property of the City of Warren unless requested otherwise at the time of submission. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under Section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this Request for Proposals is not assured.

**EXCEPTIONS TO THE BID SOLICITATION**

Each vendor must provide a list of exceptions taken to this bid. Any exceptions taken must be identified and explained in writing. Any exceptions taken must be identified and explained in writing. An exception is defined as the vendor's inability to meet a mandatory requirement or exceed a requirement in the manner specified in the bid solicitation. If the vendor provides an alternative solution when taking an exception to a requirement, the benefits of this alternative solution must be explained. The City reserves the right to accept or reject any exception; whichever is in the best interest of the City.

**MATERIAL SAFETY DATA SHEETS**

**IMPORTANT:** All City of Warren purchases require a **MATERIAL SAFETY DATA SHEET** where applicable, in compliance with the **MIOSHA "Right to know"** law.

**WITHDRAWAL OF PROPOSAL**

Bidders may withdraw their proposals by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. Bidders may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

COMPANY NAME:

C + J PARKING Lot Sweeping INC.

**INDEMNITY CLAUSE**

To the fullest extent permitted by law, Contractor expressly agrees to indemnify and hold City harmless against all losses and liabilities arising out of or related to bodily injury or property damages based upon any act or omission, negligent or otherwise, of Contractor or anyone acting on contractor's behalf in connection with or incident to this Contract or the work to be performed hereunder, except that contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

For the purposes of this indemnity clause, "City" shall mean the City, its elected and appointed officials, employees, authorities, boards and commissions and volunteers working on behalf of the City; "losses and liabilities" shall mean loss, cost, expense, damage, liability or claims, whether groundless or not; "personal injury" shall mean false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, assault and battery, libel, slander, defamation of character, discrimination, mental anguish, wrongful entry or eviction, violation of property or deprivation of rights, privileges or immunities secured by the constitution and laws of the United States of America or the State of Michigan, for which Vendor may be held liable to the injured party in any action at law, suit in equity or other proceedings for redress; "bodily injury" shall mean bodily injury, sickness or disease (including death resulting at any time there from) mental anguish and mental injury which may be sustained or claimed by any person or persons; and "property damage" shall mean the damage or destruction of any property, including the loss of use thereof.

The contractor's obligation to indemnify and hold the City harmless shall include, but not be limited to (1) the obligation to defend the City from any such suit, action or proceeding, and (2) the obligation to pay any and all judgments which may be recovered in any such suit, action or proceeding, and/or any and all expenses, including but not limited to costs, attorney fees and settlement expenses which may be incurred.

**EMPLOYEE RESTRICTIONS**

The City of Warren Code of Ordinances restricts sex offenders from local parks. Any person who is a sexual offender may not be employed or engaged to provide services on the park property.

**EXTENSION OF AWARD TO THE MITN PURCHASING COOPERATIVE**

All vendors awarded contracts from this Bid may, upon mutual agreement, extend pricing to the Michigan Intergovernmental Trade Network (MITN) Purchasing Cooperative. Each entity is responsible for its own payments and is to be considered individually for billing and collection purposes. Each entity will provide their own purchase order and delivery location(s) and must be invoiced separately to the address indicated on their purchase order.

**APPENDIX A OF TITLE VI PLAN**

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

1. **COMPLIANCE WITH REGULATIONS.** The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **NONDISCRIMINATION.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials in the

COMPANY NAME:

C&J PARKING LOT SURFING INC

discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.

**3. SOLICITATION FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT.**

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**4. INFORMATION AND REPORTS.** The contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

**5. SANCTIONS FOR NONCOMPLIANCE.** In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

**6. INCORPORATION OF PROVISIONS.** The contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**THE ABOVE GENERAL CONDITIONS ARE CONSIDERED IN FORCE UNLESS SPECIFICALLY ADDRESSED IN ANOTHER SECTION OF THE BID DOCUMENT**

**We have read and acknowledge the above GENERAL CONDITIONS**

Raymond A. Confer Pres.  
(Signature)

COMPANY NAME: C & J PARKING LOTSweeping INC.

**SPECIFICATION – STREET SWEEPING****INTRODUCTION:**

The City of Warren is inviting qualified vendors to submit bids to provide street sweeping services as described and specified herein. The work includes the furnishing of all labor, materials, transportation, equipment, and other facilities necessary for performing these services.

**GENERAL INFORMATION:**

The City presently sweeps all streets (Minor and Major) within its boundaries four (4) times per year. The sweeping season runs from approximately from April through October, depending on weather conditions, this schedule may be altered slightly. During the sweep period the City sweepers are engaged in work for full five day work weeks.

The purpose of this contract for sweeping is to engage qualified and professional sweeping contractor(s) to perform all street sweeping for the City per schedule and on an "as required" basis.

**MINIMUM QUALIFICATIONS:**

Respondents (specifically, the business that will be contractually bound under the contract with the City of Warren) will be deemed non-responsive and rejected without any further evaluation if they, as a business, do not meet the following qualifications:

- a) The Responding firm must have 5 years experience under its existing name providing street sweeping services. Verification of experience shall be provided in the form of 3 municipal/business references which must be listed in the References Section contained in this Invitation to Bid (ITB).
- b) The Responding firm must have the capacity to provide the full scope of services within the required time-frame and schedule. Verification to support this qualification shall be that the Responding firm provide a listing of owned and/or leased equipment. Equipment list is to include for each piece of equipment: manufacturer name, description, size and/or capacity, and age.
- c) Each event shall be completed within twenty (20) calendar days from initiation of the event.

**LENGTH OF CONTRACT:**

The City intends to award this contract for a period of three (3) years (2014, 2015 & 2016 Sweeping Seasons), starting approximately in August, 2014 or from date of approval from Warren City Council, whichever occurs later. There is an option to renew the agreement for two (2) additional one-year periods at the same terms and conditions, at year three bid pricing, with mutual consent of both parties.

For the calendar year, 2014 Street Sweepings shall occur in the months of August and October. The 2014 schedule may be need to be modified to the months of September and November based on the actual date of award of contract.

For each subsequent year, Street Sweepings shall occur in April, June, August, and October. The DPW Superintendent has the right to modify this schedule to meet the needs of the City.

**COMPANY NAME:** C + J PARKING Lot Sweeping INC.

**EQUIPMENT:**

The sweeping equipment shall be either full size mechanical, vacuum, or regenerative air sweepers. This equipment shall be equipped with and use water spray systems to control dust resulting from the sweeping operation. All dust caused by sweeping operations needs to be suppressed.

Small vacuum pick-up truck mounted or "tenant" type sweepers shall not be allowed in the performance of this contract.

The capacity of the pickup hopper shall be a minimum of three (3) cubic yards, and the machine must be able to maneuver around parked cars and cul-de-sac streets.

All sweeping equipment shall be equipped with strobe lights, flashers, and all caution/safety systems in compliance with applicable City, State and Federal requirements.

All street sweeping trucks shall be certified by the State of Michigan.

All equipment used by the contractor shall be of uniform appearance and shall be kept in a neat, clean, free of damage, and safe operating condition.

The contractor shall be able to furnish up to five (5) machines upon forty-eight (48) hours notice.

The contractor shall have standby equipment to be used when equipment is in repair or scheduled sweep production falls behind.

Street sweepers shall sweep with the flow of traffic. While sweeping, sweepers shall not exceed five (5) miles per hour speed.

The contractor shall not subcontract any of the work called for under this contract without the prior, written approval of the City.

The City of Warren's Department of Public Works reserves the right to inspect the awarded contractor's equipment either prior to the award of bid or anytime during the performance of the contract. At any given time after award of contract, if requested by the City, the contractor shall successfully demonstrate that the equipment will satisfactorily perform without a trail or debris or dust. Equipment deemed as not providing acceptable performance by the DPW Superintendent or its designee will be immediately removed from service and repaired or replaced.

**WATER:**

The City shall provide water to the contractor for the sweeping equipment at no cost. The water shall be obtained from either the DPW site (12801 Stephens, Warren, MI) or from designated City Parks which shall be mutually agreed upon.

The contractor's operators shall be trained by the City in proper operation and winter maintenance (pumping of hydrants). A backflow valve or air gap between the water supply and equipment storage tank shall be used by the contractor and approved by the City before the equipment can be connected to the City water supply system in order to protect the City's water system from back flow, in accordance with City standard procedures.

COMPANY NAME:

C+J PARKING LOT Sweeping INC.

**CREW LEADER:**

A designated crew leader shall be assigned to provide coordination of operators and operational communication with the designated DPW staff. The crew leader shall be equipped with a mobile cellular phone.

The crew leader shall be in charge of the work at all times. The crew leader shall have full authority to execute all provisions of the plans and specifications. It will be his duty to receive and comply with any, and all orders which the DPW Superintendent or its designee will issue pertaining to this work.

The contractor shall be responsible for the conduct and discipline of all its employees and a crew leader shall be designated and in attendance when any work is performed in the City of Warren.

The contractor shall provide and maintain in full operation, at all times during the performance of the contract, a sufficient crew of operators, a designated crew leader, tools, and equipment necessary to perform the work.

The contractor shall be responsible for the conduct, discipline, and appearance of all of his employees, and equipment.

Contractors are advised that their employees must act in a polite and professional manner toward all parties encountered at fire stations.

All contractor employees assigned to perform street sweeping shall carry proper company identification.

**WORK PERFORMANCE:**

The contractor will take all reasonable precautions for the protection and safety of the public and of its employees while engaged in the performance of the services described herein and will provide and maintain all necessary barricades, signing, warning lights, etc. in accordance with all safety provisions and applicable codes, laws and procedures.

The contractor will continuously take all reasonable precautions to protect any property owned by members of the public from damage or loss arising in connection with the performance of the contract. The contractor will take reasonable precautions to protect public property and private property from nuisances, damages, dirt, litter, rocks and excessive noise and will upon completion of the services at each scheduled sweep area remove at its own expense all rubbish, debris, and waste materials resulting from its operations.

The contractor will make good any damage, injury, loss to the property of the City or any third party resulting from the lack of reasonable protective precautions or its performance herein and will indemnify and hold the City harmless.

**DEBRIS REMOVAL:**

The contractor shall remove all materials, debris or other obstructions from the streets scheduled for sweeping which may interfere with the sweeping operation. This shall be done by the contractor at his own expense and be included in the bid price submitted with no additional cost to the City. All spoils from street sweeping become the property of the contractor and are to be properly and legally disposed of by the contractor.

COMPANY NAME:

C &amp; J PARKING LOT SWEEPING INC.

The City may provide an area in the DPW yard that contractor can use for consolidating street sweeping spoils and debris. Materials and debris must be administered in accordance with all applicable Federal, State and local laws, regulations and ordinances, in compliance with all applicable regulations promulgated by the Federal Environmental Protection Agency (EPA) and the Michigan Department of Environmental Quality (MDEQ).

**SWEEP SCHEDULES:**

**Exhibit A** displays the City's present Trash/Recycle Pickup Schedule; All street sweeping shall be scheduled so as not to interfere with the trash/recycle pickup schedule. **Exhibit B** contains a map of the roadways to be serviced under this contract;

The work quantities are measured in centerline miles. This contract includes the sweeping in the City of Warren of approximately 349 centerline miles of City local streets and approximately 65 miles of City Major streets on a regularly scheduled basis. The sweeping schedule is bi-monthly, that is, every other month, starting in April and ending in October each year. The awarded contractor will sweep approximately 349 centerline miles of City Local streets and approximately 65 miles of City Major streets.

All street sweeping shall be coordinated with the Department of Public Works Superintendent or its designee. Residential Street Sweeping shall not start before 7:00 am or continue after 7:00 pm, Monday through Friday. Street Sweeping in business areas is permitted after the hour of 7:00 pm, Monday through Friday. The contractor shall not sweep major streets during peak rush hour periods (morning 7:00 – 9:00 am and afternoon 4:00 – 6:00 pm).

For the 2014 Calendar year, street sweeping shall be conducted in the months of August and October only. The 2014 schedule may be need to be modified to the months of September and November based on the actual date of award of contract.

**TRAFFIC CONTROL:**

The contractor will be responsible for traffic control during the life of the contract as required in this specifications. The cost for traffic control will be considered incidental to other items of work under this contract and will be included in unit prices listed in the bid submittal. All traffic control will conform to the current standards in the "Michigan Manual of Uniform Traffic Control Devices (MMUTCD)". When working in intersections, an arrow board will be used at the rear of the sweeper. An arrow board is also required when sweeping in construction zones.

**SIGNAGE:**

The contractor shall post adequate signage on all residential streets twenty-four hours in advance of street sweeping service. The signage shall properly inform residents to remove vehicles from the street. Signs shall be placed on the corners of the right-of-ways.

Signage shall be approved by the DPW Superintendent or its designee.

COMPANY NAME:

C+J PARKING LOT Sweeping INC

**MAJOR AND LOCAL STREETS:**

City Local and City Major streets are to be swept every other month on a scheduled basis that does not interfere with the trash pickup schedule. The City reserves the right to reduce the street sweeping schedule if necessitated by budgetary constraints. The sweeping must be complete, including gutters, roadside edges, travel lanes, centers. The contractor shall ensure that there will be no trails of dirt and dust left on the street and no indication that the sweeper was present other than a clean street.

The contractor shall, at a minimum, sweep three (3) feet of the curb.

The contractor is required to sweep intersections.

The contractor shall be required to make as many passes necessary (minimum of one pass) to insure the street is cleaned properly.

The contractor shall sweep both sides of street even in the event that there is no curbing on one side of the street or no curbing on either side of the street.

**MAJOR AND LOCAL STREET INTERSECTIONS AND APPROACHES:**

Paved local street approaches to major streets shall be swept at the same frequency as the major street sweeping. For the purpose of this contract, a local street approach to a major street will be defined as a 60 linear foot (l.f.) section of local street (measured from the major street outside travel lane or acceleration/deceleration lane), curbed or uncurbed, intersecting with a major street. Paved approaches adjacent to local streets shall be swept at the same time as the major streets. A U-turn sweeping of the approaches is not acceptable. The entire approach, including the edges, gutter and center, must be cleaned.

**SUNDAY AND HOLIDAY WORK:**

The contractor may work on Saturdays, Sundays, and Holidays. No additional compensation will be granted to the contractor for working on Saturdays, Sundays, or Holidays.

**OPTIONAL SWEEPING:**

The City may require, on an emergency basis, the awarded vendor to perform "Emergency Street Sweeping Services" within 24 hours of request from the City.

Please indicate the amount of advance notice needed to perform "Emergency Street Sweeping Services" for the City of Warren.

**EMERGENCY WORK:**

The contractor will be requested from time to time to perform emergency work, such as may be caused by an automobile accident, but not limited to same. Payment for this work will be beyond normal contract payment and will be made on an hourly basis for "on-site time" only.

COMPANY NAME: C+J PARKING LOT SWEEPING INC.

**SWEEPING NEAR NEW CONSTRUCTION:**

From time to time the contractor may be required by the City to provide extra sweeping efforts around or near construction sites. Payment for this work will be beyond the normal contract payment and will be made on an hourly basis for "on-site time" only. A 24-hour notice will be given by the City for new construction sweeping.

**WEEKLY REPORTS:**

The contractor shall submit a written weekly report documenting the streets completed for each day of sweeping. Reports are to indicate operator name, equipment number, start time, quit time, street names swept, problems encountered. Reports are to be provided on each succeeding Monday following a work-week; it shall contain work performed by day for the prior week. The report shall also include water utilization. Report form shall be approved by the DPW Superintendent or its designee.

**PRICES BID:**

The prices bid shall cover the costs of any nature, incident to and growing out of the work, in explanation, but not in limitation thereof, the prices stated in the proposal by the bidder, shall include the cost of everything necessary for the performance and completion of this contract in the manner and time prescribed, including the furnishing of all material, tools, equipment, transportation, labor supervision, all costs on account of loss by damage or destruction of the work, unforeseen difficulties encountered, for settlement for damages, for replacement of defective work and materials, and for all else necessary therefore and incidental thereto.

**INVOICES:**

Invoices for services shall be submitted within 30 days after completion of Services. Payment will be delayed if the invoice fails to include the following;

- PO number
- Service Areas completed
- Time to complete service
- Date service was completed

Invoices are to be submitted to the following;

City of Warren  
One City Square, Suite 425  
Warren, MI 48093  
Attn: Purchasing Division

COMPANY NAME:

C+J Parking Lot Sweeping Inc.

CHECK LIST FOR BIDDERS

MISTAKES OR OMISSIONS CAN RESULT IN THE REJECTION OF YOUR BID.

Yes

Is your bid **PROPERLY SIGNED** on the **AUTHORIZED REPRESENTATIVE** portion of the **BID FORM, AND ALL CLAUSES AS INCLUDED IN THE BID DOCUMENT**?

Yes

If required, have you entered a unit price for each bid item (Unit Price governs)?

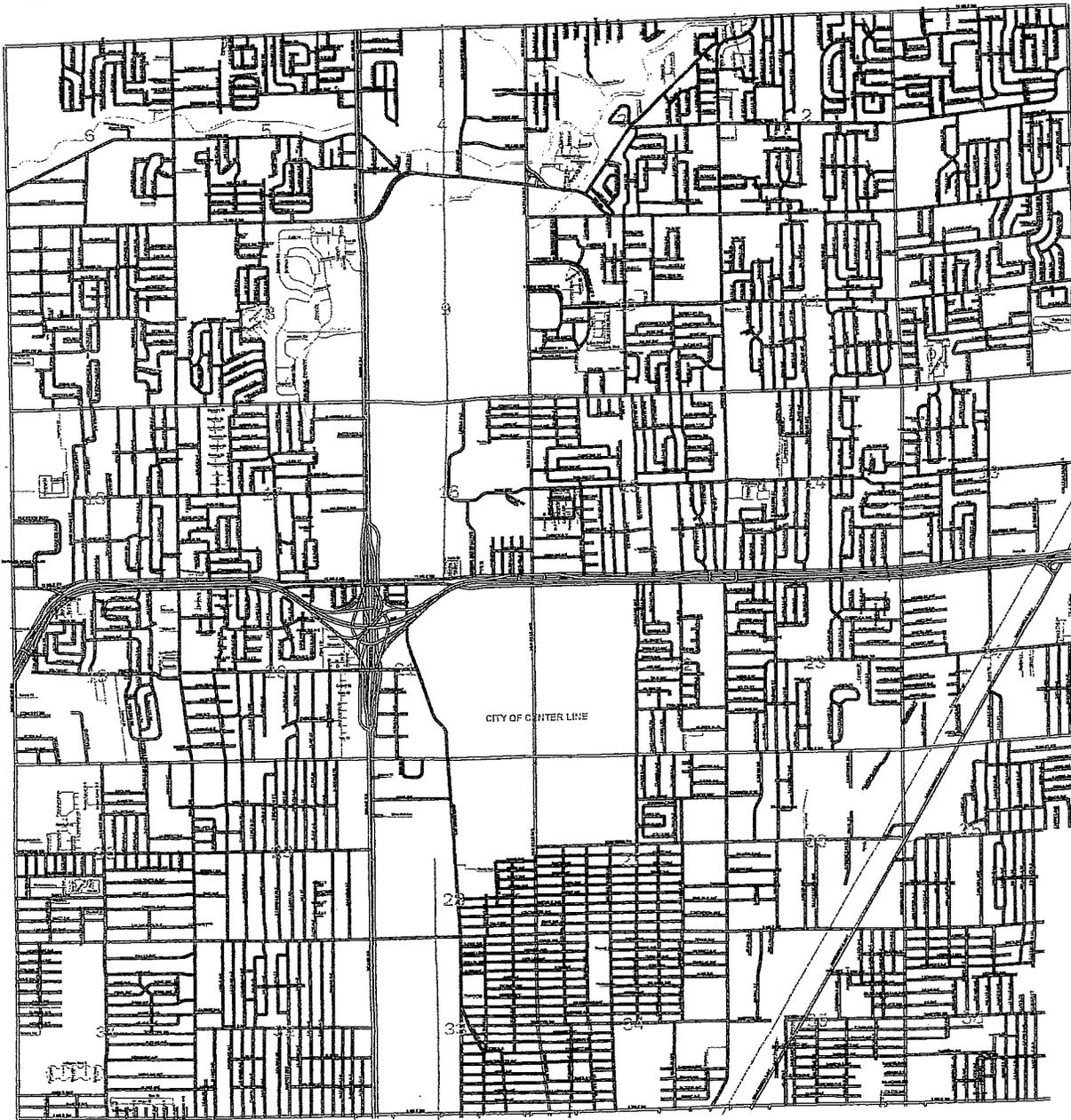
Yes

Is the envelope containing your bid properly identified that it is a sealed bid with Bid number, your company name, and does it contain the correct project name and bid opening date?

Yes

Late bids will **NOT** be considered. **Bids must be received by the Purchasing Division before 12:30 P.M., Wednesday, on the date specified.**

COMPANY NAME: C+J PARKING LOT Sweeping INC



## 2014 Public/Private Streets



1 in = 1,000 ft

### Legend

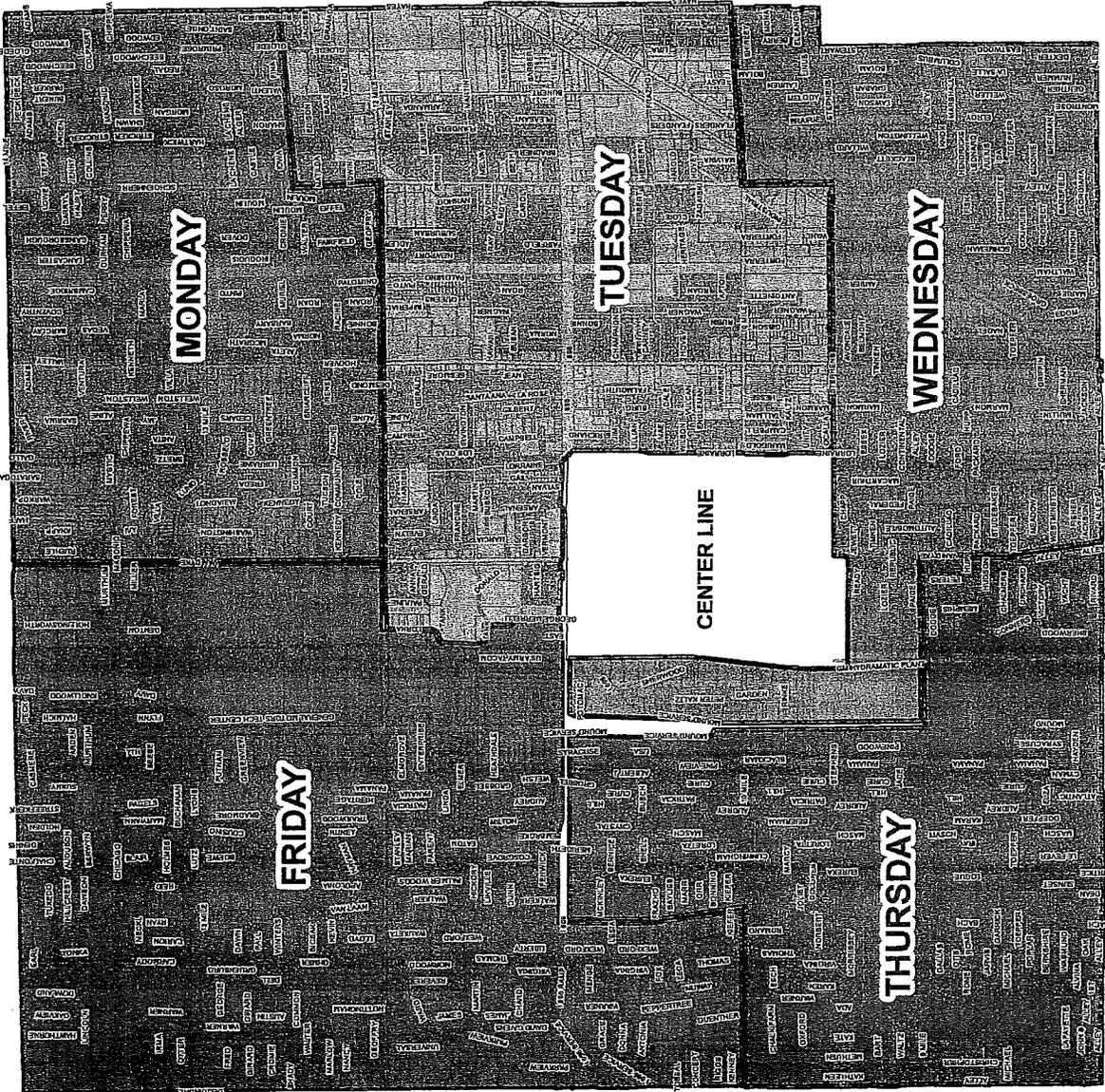
- City of Warren**  
**Public/Private Roads**
- Private
  - State
  - County
  - City Major
  - City Minor

**ENGINEERING DIVISION**  
 **WARREN**  
ONE CITY SQUARE SUITE 300  
 CITY OF WARREN, MICHIGAN 48093  
 (586) 754-9300

Date: 2/24/2014

R. M. A.

# City of Warren Sanitation Collection Days



Map Date: 7/8/2011

**RESOLUTION**

Document No: ITB-W-9011

Product or Service: Pilot Program for Street Sweeping Services

Requesting Department: Department of Public Works (DPW)

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

PRESENT: Councilmembers: \_\_\_\_\_

ABSENT: Councilmembers: \_\_\_\_\_

The following preamble and resolution were offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_.

Sealed bids were accepted, publicly opened, and read on July 16, 2014 at 1 p.m.

The following bids have been received by City Council:

BIDDER:

AMOUNT:

**Please see attached bid tabulation**

The bid of C&J Parking Lot Sweeping, Inc., 2200 E. Ten Mile, Warren, MI 48091 has been determined to be the low responsible and cost effective bid for award to furnish City-wide street sweeping services on a pilot program basis for a total of two City-wide sweepings in a time frame not to exceed six months from the official date of City Council approval.

The City shall be charged \$120.00 per centerline mile for sweeping services. There are three hundred and forty-nine (349) centerline miles of minor streets and sixty-

five (65) centerline miles of major streets in the City of Warren. The City shall have this service done twice (estimated to be in August and October of 2015). There shall be an additional fee of one hundred and twenty dollars (\$120.00) per hour for emergency services that are performed per the request of the City. The City estimates that no more than ten (10) hours of emergency services will be needed during this pilot program. Thus, the total annual cost for sweeping services shall not exceed \$100,560.00. (\$99,360.00 for sweeping services and \$1,200.00 for emergency services).

Funds are allocated in the following Accounts:

Local Roads Contractual Services: 3463-80100	\$ 55,308.00
Major Roads Contractual Services: 2463-80100	<u>\$ 45,252.00</u>
Annual Total:	<u>\$100,560.00</u>

THEREFORE, IT IS RESOLVED, that the bid of C&J Parking Lot Sweeping, Inc. is hereby accepted by City Council for two City-wide sweepings to be done on a pilot program basis. If the pilot program is successful, the City shall recommend that City Council award ITB-W-9011 for an additional two and one half year period with an option to renew for two additional one (1) year periods, with mutual consent of both parties, and at the same terms and conditions. Award shall commence upon the official date of City Council approval.

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

- X Bid document
- X Contract
- X Resolution



**CONTRACT BETWEEN THE CITY OF WARREN  
AND C & J PARKING LOT SWEEPING, INC. FOR  
STREET SWEEPING SERVICES**

This Contract, to take effect on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, between the City of Warren, Michigan, a municipal corporation (the "City"), whose address is One City Square, Warren, Michigan, 48093 and C & J Parking Lot Sweeping, Inc., whose address is 2200 E. Ten Mile Rd., Warren, Michigan 48091 (the "Contractor").

**PURPOSE**

1. This Contract is to provide for street sweepings of minor and major streets in the City of Warren, Michigan on an interim basis.
2. The City requested bids under ITB-W-9011 the Furnish Street Sweeping Services.
3. Contractor submitted the lowest responsible bid, and is willing to provide such services on an interim basis under the terms of this Agreement.

**THEREFORE**, in consideration of the terms and conditions contained in this Contract, and the mutual promises of the parties, and other valuable consideration, receipt of which the parties acknowledge, the City and the Contractor agree as follows:

**ARTICLE 1. DEFINITIONS**

Each of the following words and terms as used in this Contract shall have the following meaning:

**City** shall mean the City of Warren, Michigan, a municipal corporation. The Director, as defined below, or his or her designee, shall have authority to act on behalf of the City, except as otherwise provided in this Contract.

**Contract** shall mean this Contract for the Street Sweeping Services, which will include all attached exhibits, and ITB-W-9011, Contractor's Bid in response to ITB-W-9011, and all addenda and attachments to them, all which are incorporated by reference and made a part of this Contract.

**Contractor** shall mean C & J Parking Lot Sweeping, Inc., and its officers and employees, employees, and its officers and employees.

**Director** shall mean the Director of the Department of Public Service for the City of Warren, or the Assistant Director or Public Service, or their designee.

**ARTICLE 2. SCOPE OF SERVICES**

2.1 Contractor agrees to furnish, at its expense, all personnel, vehicles, materials and equipment, necessary to perform, in a professional, efficient and

competent manner, two City-wide street sweepings. The street sweepings will be performed in August and October, 2015. All work will be performed in accordance with the obligations and standards set forth in this Agreement, and the terms and specifications contained in ITB-W-9011, including the Invitation to Bid, Contractor's response to the Invitation to Bid, and all Addenda and clarifications, all of which are incorporated by reference and made a part of this Contract, and collectively referred to as "the Bid". The Bid and this Contract are supplemental, except that this Contract will control over any conflicting provision or discrepancy between the Bid and the Contract.

2.2 During the calendar months of August and October, 2015, the Contractor will perform the street sweepings on all major and minor roads and streets within the geographical boundaries of the City of Warren, Michigan, during the hours and in the manner provided in the Bid.

2.3. All persons engaged in work under this Contract shall be qualified, properly licensed, and eligible to perform such services. The vehicles shall be licensed, and must be maintained and operated in compliance with all ordinances, laws, and regulation and the Bid. Written evidence of such licenses and maintenance schedules will be submitted within seven days of a reasonable request of the Director. Such request may be made by electronic mail, as provided in the Notice section.

2.4. The Contractor will also perform street sweeping services, on an as needed basis for emergency situations, and will respond to such requests within \_\_\_\_\_ hours of a request, unless excused for good cause, and any such work will be performed according to the Bid. Requests for emergency work may be made orally or by the e-mail to the address listed for the Contacts in the Notice Section.

2.6. The Contracts will designate a representative to the City who will be responsible for the coordination and administration of all services and contract deliverables. The City's representative will be the Director or Public Service or the Assistant Director of Public Service (the Director).

2.7 The Contractor is responsible for cleaning all debris, and must repair or replace all public or private property damaged or lost damaged or destroyed by Contractor, and/or its employees or equipment, and remedy any defective or insufficient work, at its sole cost. If Contractor fails to repair or replace such damaged property within seven days of a request, or to remedy any insufficient or defective work within three days of a request, the Director may have the property repaired or replaced, or complete or remedy any defective or insufficient work, and Contractor shall reimburse the City for its cost within \_\_\_\_\_ days, or the City may seek legal or equitable remedies, including drawing from the surety.

2.8 Upon its execution of this Agreement, the Contractor will submit and keep in effect for the duration of this Agreement and any renewal term, the performance and payment bonds in the amounts and form required by the Bid, and the insurance set forth in this Agreement.

2.9. Contractor agrees that the Living Wage as set forth in the Bid will be paid to its laborers.

2.10. All services must be performed in accordance with all applicable laws, ordinances, and regulations.

### ARTICLE 3. TERM OF CONTRACT

3.1 The Contract shall take effect on the date specified in the opening paragraph and shall continue in effect on an interim basis until the completion of the first two street sweeps and until December 31, 2015. Following the second sweep, the City will review the performance of the Contractor and feasibility of continuing services under this agreement.

3.2 Upon mutual consent of the parties, and approval by the Mayor and Council, this Agreement may be renewed for an additional two years and six months, and thereafter, for up to two consecutive one year renewal periods. The bond and insurance shall be renewed and kept in effect for the duration. The pricing in the Bid will apply during each renewal term, and the renewals will be subject to the terms of this Agreement, unless otherwise agreed to.

3.3 This Agreement may be terminated sooner as provided in section

3.4 This Article supersedes term provided in the Bid.

### ARTICLE 4. PAYMENT

4.1 **Monthly Invoices.** Contractor will submit written invoices accompanied by documentation indicating the service areas completed, total number of streets swept, time to complete the service, and dates service were performed. Payment will be made within forty-five days of (45) days of the date received by the City, provided however, payment may be delayed or adjusted until all contractual deliverables are completed, including the repair of damaged property, and remedying of any faulty work.

4.2 **Submittal.** Invoices shall be submitted to:  
City of Warren Public Service Director  
One City Square, Suite 320  
Warren, MI 48093-5284

4.3 The Contractor shall be compensated at the rate of \$49,680 per sweep, and may be compensated for emergency services at the hourly rate of \$120, up to a maximum of \$1,200. The total contract amount for the initial term shall not exceed the amount of \$100,560.

4.4 The price paid as compensation for the services to be provided under this Contract shall include all personnel, equipment, labor costs, including the payment of living wages, contractual deliverables, such as the bonds and insurance and repair and remedial work, and all items incidental to the provision of the services.

## ARTICLE 5. SUBCONTRACTING AND ASSIGNMENT

5.1 **Consent Required.** The Contractor shall not assign or sublet the whole or part of this agreement without the prior written consent of the City. The City may in its sole discretion reject any such subcontracts or subcontractors. Services subcontracted under this agreement shall be specified by written agreement and shall be subject to each applicable provision of this Contract.

5.2 **Responsibility of Contractor.** Any subcontract shall not relieve the Contractor from its obligations under this Agreement. Nothing in this agreement shall create any contractual relation between any subcontractor and the City. The Contractor agrees to indemnify and hold the City harmless from any claims initiated pursuant to any subcontract.

5.3 Contract shall promptly pay all of its contractors, laborers and suppliers, and shall protect the City from any lien or claim. In the event of any demand or notice of claim from a laborer, contractor and supplier, the City will provide notice to the Contractor, and the failure of the Contractor to satisfy such lien or claim may be grounds for termination and/or forfeiture of the Contractor's bond.

## ARTICLE 6. NOTICES

6.1 Any termination notice shall be given in writing by either certified or registered mail, and all other notices may be given by first-class mail, at the respective addresses of the parties as set forth below or as may be changed by either party upon written notice of the change in address, unless otherwise indicated in this Agreement. When by mail, notice shall be deemed given on the date of mailing, postage prepaid.

### **The City:**

Department of Public Service Director  
One City Square  
Suite 320  
Warren, MI 48093-5284

Monday through Friday  
8:30 a.m. to 5:00 p.m.  
586-574-4604  
[aladuke@cityofwarren.org](mailto:aladuke@cityofwarren.org)

with a copy to:

Assistant Director of Public Service  
12801 Flanders  
Warren, MI  
(586) 574-4605  
[gghanam@cityofwarren.org](mailto:gghanam@cityofwarren.org)

### **The Contractor:**

C & J Parking Lot Sweeping, Inc.  
Raymond Confer  
2200 E. Ten Mile Rd.  
Warren, MI 48091  
(586) 759-0858  
fax (586) 759-0858

## ARTICLE 7. INSURANCE

7.1 **Certificates.** Prior to execution of this Contract, the Contractor shall provide the City with insurance certificates evidencing coverage in the limits and types set forth below. The certificates of insurance shall name the City of Warren, City of Warren Municipal Building Authority, the 37<sup>th</sup> District Court, Downtown Development Authority, all elected and appointed officials, employees and volunteers as individuals acting within the scope of their authority, AS AN ADDITIONAL INSURED. The Contractor shall provide the City with copies of all policies to be included with the Contract. Insurance certificates shall be submitted annually. The Contractor agrees to extend all policies upon the extension of this Contract.

7.2 **Required.** The Contractor, at its expense, shall procure and keep in effect for the Contract term and any renewal period, the following insurance coverage and limits:

### Commercial General Liability:

The following coverage is part of the General Liability policy:

Policy should be on an **OCCURRENCE BASIS WITH COMBINED SINGLE LIMITS.**

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage-Any one fire	\$ 50,000
Medical Expense-Any one person	\$ 5,000

### Worker's Compensation Insurance:

Workers' compensation insurance shall be statutory under the State of Michigan Workers' Compensation Act.

### Automobile Liability:

Automobile liability insurance coverage shall be \$1,000,000 combined single limit for any auto and include hired autos and non-owned autos.

### Umbrella Liability Policy:

Umbrella liability shall be \$2,000,000 and be "following form".

### Trucker's Pollution Liability Insurance:

Pollution liability in the amount of \$1,000,000 per occurrence, in the form that follows the copy of the Federal filing requirements and pollution liability endorsement number CA99481293, attached as Exhibit A.

Insurance certificates shall contain a provision to the effect that the insurance company **SHALL NOTIFY** the City, in writing, at least **thirty (30)** days prior to **CANCELLATION OR MATERIAL CHANGE** of the insurance.

7.3 **Notice of Cancellation.** Each contract of insurance and certificate shall provide that said insurance shall not be cancelled until at least thirty (30) days written notice is received by the City. Further, the Contractor shall notify the City in writing by certified mail, immediately, upon any cancellation or material change in the insurance.

7.4 **Hold Harmless.** On any insurance claim arising from the action or error of omission of the Contractor and/or its subcontractors, the Contractor shall hold the City harmless from the payment of any deductible or self-insured retention on any insurance policy.

Waiver of Subrogation. Subrogation will be waived for all policies.

## ARTICLE 8. INDEMNITY

8.1 **Indemnify.** The Contractor, for itself, its officers, employees, contractors and agents, agrees to indemnify and hold harmless the City and its officers, employees, agents, boards and commissions (collectively "the City") from and against any liabilities, actions, suits, damages, penalties, claims, costs, losses, and expenses, including without limitation, attorney fees and expenses, for any personal injury, death or property damage related to or arising out of the performance of this Contract, except that the Contractor is not responsible to indemnify the City for losses or damages caused by the City's gross negligence. This indemnification obligation includes, without limitation, the following:

- a. any negligent or tortious act, error of omission of the Contractor, or any of its employees, consultants, or subcontractors, agents or associated, affiliated or subsidiary entities and their officers, agents and employees (collectively referred to as "Associates") for whose acts any of them might be liable. This shall also apply if the injury, loss or property damage was incurred by an employee of the City;
- b. any failure by the Contractor, or any of its Associates to perform its obligations either implied (industry standards) or expressed under this Contract;
- c. any violation of any federal, state or local statute, regulation, ordinance, permit or license, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.), and the Solid Waste Management Act, 1994 PA 451, as amended;
- d. Any lien, demand, or claim by any laborer, supplier or subcontractor for any reason.

8.2 **Assumption of Risk.** The Contractor undertakes and assumes all risk of dangerous activities and conditions in all places where it will be performing the Services.

8.3 **Defense.** In the event any action or proceeding shall be brought against the City by reason of any claim covered under this Article, the Contractor shall upon notice from the City, at the Contractor's sole cost and expense, have the duty to defend the same; provided, however, the City shall also have the right to appoint another attorney to appear in any such litigation as co-counsel, at the City's expense.

8.4 **Responsibility.** The Contractor agrees that it is the Contractor's and not the City's responsibility to safeguard the property and materials that the Contractor or Associates use or possess while performing under this Contract. Further, the Contractor agrees to hold the City harmless for any loss or damage to such property and materials, except if caused by the City's sole gross negligence.

8.5 **Survival.** The indemnification obligation under this Article shall survive the termination or expiration of this Contract.

## ARTICLE 9. CONFLICT OF INTEREST

9.1 **Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict with the performance of the Services under this Contract. The Contractor further covenants that no person having any such interest shall be employed to perform services under this Contract.

9.2 **Officers/employees.** The Contractor further covenants that no officer, member or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the performance of this Contract has any personal or financial interest, directly or indirectly, in this Contract or in the proceeds thereof.

9.3 **Solicitation.** The Contractor also warrants that it will not and has not employed any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage, or contingent fee, either directly or indirectly, and that if this warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation or may at its election, deduct from any amounts owed to the Contractor hereunder any amounts of such commission, percentage, brokerage or contingent fee.

## ARTICLE 10. LIMITS OF RELATIONSHIP BETWEEN PARTIES

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

## ARTICLE 11. AMENDMENT TO CONTRACT

11.1 **Writing Required.** Any changes, additions, deletions or modifications which are mutually agreed upon between the City and the Contractor shall be incorporated into a written amendment ("Amendment"). Such amendment shall not invalidate this Contract nor relieve or release the Contractor of any of its obligations under this Contract unless stated in such amendment. No increases in compensation are permitted unless additional services are to be performed as negotiated.

11.2 **Authorization Required.** No amendment shall be effective and binding upon the parties unless it expressly refers to this Contract, is in writing, signed and acknowledged by authorized representatives of each party and approved by the Warren City Council.

## ARTICLE 12. TERMINATION

12.1 **Failure to Perform.** The City and the Contractor retain the right to terminate this Contract upon material breach of the Contract. The parties agree and acknowledge that a material breach includes but is not limited to the failure to provide services as listed in the Scope of Services under Article 2, and the failure to provide the required insurances under Article 7, failure to provide the indemnification protections under Article 8. The City will provide ten (10) days advance notice to the Contractor for failure to perform services or to cure the violation. Until futile or for recurring violations, the City will provide notice and the opportunity to cure by first-class mail, unless otherwise provided in a specific provision elsewhere. In the event of a dispute, or in order to avoid interruption of service, the City may engage another to perform the work, and the Contractor will be responsible for any costs the City' incurs as a result of the violation. The remedies under this Article are in addition to any remedies noted elsewhere in this Agreement. In addition, the City reserves its right to pursue any legal or equitable remedies that may be provided by law.

12.2. **At Will Termination.** The Contract may be terminated at will by the City upon a minimum of thirty days prior written notice to the Contractor. Contractor will be compensated for all services performed to the termination date provided the services performed satisfied this Contract and all of the incorporated documents.

12.3. **Misrepresentation.** In addition, the City may terminate the Agreement if there is evidence of any misleading or intentionally fraudulent information or documents provided in connection with the approval of the Bid.

## ARTICLE 13. MISCELLANEOUS

13.1 **Governing Laws.** This Contract shall be governed by the laws of the State of Michigan. Any action in law or equity brought by either party shall be brought in a court of competent jurisdiction located in and whose jurisdiction includes the County of Macomb, State of Michigan.

13.2 **Severability and Waiver.** The provisions of this Contract shall be deemed to be severable and the invalidity or unenforceability of any provision shall not

affect the remainder of the Contract. Any failure of either party to enforce a provision of this Contract shall not be deemed to constitute a waiver of such provision. No waiver of any breach of the Contract or of any term, right or condition, shall waive the right to enforce subsequent breaches of the Contract or of any right, term or condition.

13.3 **Entire Agreement.** This Agreement, together with all exhibits and attachments, encompasses the entire understanding between the parties and shall not be modified, changed or altered except in writing with the approval of the City Council.

13.4 **Headings.** The headings of this Contract are for convenience only and shall not be used to construe, limit or interpret any of the terms of this Contract.

13.5 **Successors.** This Contract shall insure to and be binding upon the parties and their respective successors and assigns.

**ARTICLE 14. NONDISCRIMINATION**

14.1 The Contractor and any or its subcontractors will 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 race, religion, sex, color, national origin, age, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the particular job. Breach of this covenant may be regarded as a material breach of this Contract. Contractor shall comply with Title VI requirements as stated in the Bid.

**ARTICLE 15. EXECUTION**

City of Warren and the Contractor, by their duly authorized officers and representatives, have executed this Contract as of the date set forth below. The Contract will take effect upon the date of the last party to execute.

Dated: \_\_\_\_\_, 2015

**WITNESS:**

**CITY OF WARREN, MICHIGAN**

\_\_\_\_\_

By: \_\_\_\_\_  
James R. Fouts  
Mayor

\_\_\_\_\_

By: \_\_\_\_\_  
Paul Wojno  
City Clerk

WITNESS:

C & J PARKING LOT SWEEPING, INC.

\_\_\_\_\_

By: \_\_\_\_\_

Raymond A. Confer

Its: President

CORPORATE ACKNOWLEDGMENT

I FURTHER CERTIFY THAT the following persons are the officers of the Contractor holding the indicated office: Raymond A. Confer, President.

I FURTHER CERTIFY THAT the aforementioned officer of the Contractor is authorized to execute or guarantee and commit the Company to the conditions, obligations, stipulations, and under-takings contained in the attached Contract for the Street Sweeping Services, Inc, and that all necessary corporate approvals have been obtained in relationship thereto.

I have set my hand this \_\_\_\_\_ day of July, 2015.

\_\_\_\_\_  
Official title:



James R. Fouts - Mayor

**OFFICE OF THE MAYOR**

ONE CITY SQUARE, SUITE 215  
WARREN, MI 48093-6726  
(586) 574-4520  
[www.cityofwarren.org](http://www.cityofwarren.org)

June 26, 2015

Mr. Paul Wojno  
Warren City Clerk

Delivered to Warren City Clerk: June 26, 2015

**Re: Veto of Award to Bid ITB-W-9011 to C & J Parking Lot Sweep for Street Sweeping Services in the Amount of \$660,360.00 under Council Agenda Item 10(g) on Tuesday, June 26, 2015**

**Dear Mr. Wojno:**

Pursuant to Section 6.8 of the Warren City Charter, I veto the resolution approved by the Warren City Council on June 23, 2015 to award ITB – W – 9011 for Street Sweeping Services.

While I share the interest of Council in ensuring our residents receive prompt and efficient street sweeping, it is my principle and my duty to the public to provide City Council with full disclosure of material terms and conditions whenever Council is asked to consider a proposal of this magnitude.

In this matter, the absence of a contract mandates the veto. Going forward, I am requiring that a formal contract or purchase order accompany any request to Council on a proposal of this significance. Council will receive a proposed written contract when street sweeping proposal it is presented in the future.

Therefore, I respectfully veto Council's action on Tuesday, June 23, 2015 under Agenda Item 10 (g). Accordingly, the operation of the resolution is suspended in accordance with City Charter section 6.8.

Please contact me at the Mayor's office if you have any questions.

Respectfully,

James R. Fouts, Mayor  
City of Warren

cc: Scott C. Stevens, Council Secretary



**CITY CONTROLLER'S OFFICE**

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

July 6, 2015

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

Re: Request for Amendment to the Fiscal 2016 Budget – 37<sup>th</sup> District Court

Dear Sir:

In his correspondence dated June 29, 2015, the Court Administrator has indicated the need for an amendment to the Fiscal 2016 Budget to allow for the restructuring of the Probation Department and the reclassification of three (3) Probation Officer positions to Probation Officer I, Probation Officer II, and Probation Officer – Drug Court. The Court Administrator has also indicated he is changing the pay structure of the Administrative Assistant/ImageSoft Coordinator from a flat plan to a five (5) year plan, resulting in a surplus of appropriations in the Fiscal 2016 Budget. The surplus will be used to offset the increase in wage and benefits for the reclassifications. Therefore, the budget amendment is needed only to reflect the change in personnel. Additional appropriations are not necessary.

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

Respectfully,

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

Renee Rezak  
Budget Director

Approved: \_\_\_\_\_

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

cc: Rob Maleszyk  
Robert Curtis

RESOLUTION AMENDING FISCAL 2016 BUDGET

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

PRESENT: Council Members \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Council Members \_\_\_\_\_  
\_\_\_\_\_

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

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

WHEREAS, the Court Administrator has indicated a need to this Council to amend the Fiscal 2016 Budget to reflect personnel changes needed for the restructuring of the Probation Department; and

WHEREAS, the three (3) Probation Officer positions will be reclassified to Probation Officer I, Probation Officer II, and Probation Officer – Drug Court; and

WHEREAS, the wage and benefit costs associated with the reclassifications are \$11,489.00; and

WHEREAS, the Court Administrator is modifying the pay structure of the Administrative Assistant/ImageSoft Coordinator position from a flat rate of \$59,136 to a five (5) year pay plan with an entry rate of \$37,495, reducing wage and benefit costs by \$24,480; and

WHEREAS, the budget surplus resulting from the modified pay structure provides sufficient appropriations for the increase in wage and benefit costs for the Probation Officer reclassifications.

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the City of Warren General Fund Budget for fiscal 2015, approves the reclassification of three (3) Probation Officer positions to Probation Officer I, Probation Officer II, and Probation Officer – Drug Court, with no change in estimated appropriations.

BE IT FURTHER RESOLVED, that the 37<sup>th</sup> District Court and the Department of Human Resources are authorized to execute any such documents necessary to accomplish the reclassifications.

AYES: Council Members \_\_\_\_\_

\_\_\_\_\_

NAYS: Council Members \_\_\_\_\_

\_\_\_\_\_

RESOLUTION DECLARED ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_

SCOTT C. STEVENS  
Mayor Pro Tem  
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN )

) SS

COUNTY OF MACOMB )

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

\_\_\_\_\_

PAUL WOJNO  
City Clerk

# State of Michigan

JUN 29 2015

## 37th DISTRICT COURT

JOHN M. CHMURA  
CHIEF JUDGE

MICHAEL C. CHUPA  
CHIEF JUDGE PRO TEM

MATTHEW P. SABAUGH  
DISTRICT JUDGE

SUZANNE L. FAUNCE  
DISTRICT JUDGE



ROBERT J. CURTIS  
COURT ADMINISTRATOR

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

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

June 29, 2015

Renee Rezak  
Budget Director  
City of Warren  
1 City Square  
Warren, Michigan 48093

RE: PROBATION DEPARTMENT RESTRUCTURING AND NEW COURT POSITIONS

Dear Mrs. Rezak:

The 37<sup>th</sup> District Court is reorganizing the Probation Department. Our plan involves modifying the classification structure of Probation Department employees to better reflect job responsibilities based upon levels of experience. As such, we plan on making the following changes, which will NOT negatively impact the FY16 budget in anyway.

1. The "Probation Officer" classification will be eliminated and two currently employed probation officers will be reclassified to one of the three new classifications for probation department employees.
2. The new classifications are as follows:
  - Probation Officer I
  - Probation Officer II
  - Probation Officer – Drug Court
3. The pay structure for Probation Officer I, Probation Officer II, Probation Officer—Drug Court will be modified as follows:

Probation Officer 1 (Scaled):

Entry:	\$53,487.00
6 Months:	\$56,187.00
1 Year:	\$58,886.00
1.5 Years:	\$61,585.00

2 Years: \$64,251.00

Probation Officer 2 (Flat): \$68,251.00

Probation Officer—Drug Court (Flat): \$64,251.00

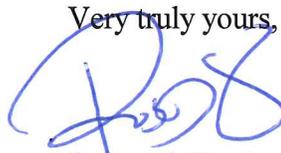
4. These pay scale changes will be offset in the Court's FY16 budget by scaling the pay of a newly created and budgeted Administrative Assistant/Onbase Coordinator position from the originally budgeted flat pay plan. Instead of paying the budgeted \$59,136, the beginning salary will be \$37,495. The Administrative Assistant/Onbase Coordinator position will have a pay scale with step increases as follows:

Entry:	\$37,495.00
6 Months:	\$39,659.00
1 Year:	\$41,823.00
1.5 Years:	\$43,987.00
2 Years:	\$46,151.00
2.5 Years:	\$48,315.00
3 years:	\$50,479.00
3.5 Years:	\$52,643.00
4 years:	\$54,807.00
4.5 Years:	\$56,971.00
5 Years:	\$59,136.00

Again, these changes are necessary for an effective restructuring of the Probation Department and will not require an increase to our FY16 budget.

Please let me know if you have any questions or concerns in reference to the changes.

Very truly yours,



Robert J. Curtis  
Court Administrator  
37<sup>th</sup> District Court

RJC/kmz



**CITY CONTROLLER'S OFFICE**

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

July 6, 2015

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

Re: Request for Re-Appropriation of Funds and an Additional Appropriation of  
Funds – Fire

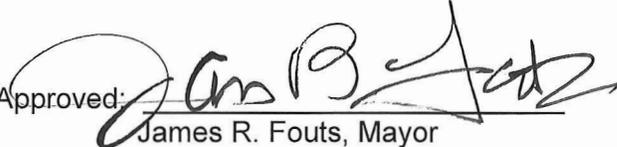
Dear Sir:

In his correspondence dated July 1, 2015, the Fire Commissioner has indicated the need for a re-appropriation of funds in the amount of \$75,000.00 for the roof replacement at the Fire Administration Building and Fire Station #2, which function as one building. The capital improvement project was budgeted in the amount of \$75,000.00 in the prior year, but was not completed before June 2015. The Fire Commissioner also has indicated a need for an additional appropriation of funds in the amount of \$125,000.00 to complete the above-mentioned roof replacement since the actual cost of the roof replacement has been determined, through the bid process, to be approximately \$200,000.00.

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

Respectfully,

  
Renee Rezak  
Budget Director

Approved:   
James R. Fouts, Mayor

cc: Rob Maleszyk  
Wilburt McAdams

RESOLUTION AMENDING GENERAL APPROPRIATION  
FOR FISCAL 2016 BUDGET

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

PRESENT: Council Members \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Council Members \_\_\_\_\_  
\_\_\_\_\_

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

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

WHEREAS, the Fire Commissioner has indicated a need to this Council for the re-appropriation of funds in the amount of \$75,000.00 for the roof replacement at the Fire Administration Building and Fire Station #2, which function as one building; and

WHEREAS, the roof replacement expenditure was approved in the prior year's Budget but the services were not provided by June 30, 2015; and

WHEREAS, the cost of the roof replacement is approximately \$200,000.00; and

WHEREAS, the Fire Commissioner needs an additional appropriation of funds in the amount of \$125,000.00 to complete the roof replacement at the Fire Administration Building and Fire Station #2.

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the original General Appropriation Resolution for Fiscal 2016 Budget, approves the \$75,000.00 re-appropriation of funds as well as the \$125,000.00 additional appropriation of funds to the following budget line items in the General Fund Budget for fiscal 2016 for the total amount of \$200,000.00.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Transfer to:</u> 1336-97400	Capital Improvements	<u>\$200,000.00</u>
<u>Transfer from:</u> 101-39601	General Fund Contingency	<u>\$200,000.00</u>

BE IT FURTHER RESOLVED, that the City Council hereby revises the estimated appropriations for the General Fund Budget for fiscal 2016 in the amount of \$200,000.00.

AYES: Council Members \_\_\_\_\_

\_\_\_\_\_

NAYS: Council Members \_\_\_\_\_

\_\_\_\_\_

RESOLUTION DECLARED ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
 SCOTT C. STEVENS  
 Mayor Pro Tem  
 Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN )

) SS

COUNTY OF MACOMB )

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

\_\_\_\_\_  
 PAUL WOJNO  
 City Clerk

July 1, 2015

Ms. Renee Jones Rezak  
Budget Director

**WARREN FIRE DEPARTMENT**

23295 Schoenherr  
Warren, MI 48089  
(586) 756-2800  
[www.cityofwarren.org](http://www.cityofwarren.org)

Re: 2016 Budget Amendment

Renee,

The Fire Department budgeted \$75,000.00 in the Capital Improvements line item to replace the roof at the Fire Administration Building and Fire Station #2 which function as essentially one building. The building site is located at 23295 and 23293 Schoenherr. The City excepted sealed bids for the roof replacement project and received multiple bids. The bids range in cost between \$195,000.00 and \$246,800.00. Of the three sealed bids received, the most complete bid met all of the requirements as outlined in the bid documents came in at \$200,000.00, which is \$125,000.00 above our budget allocation.

The Fire Department is requesting that the \$75,000.00 from the 2015 fiscal year budget be carried forward into the 2016 fiscal year budget and that an additional \$125,000.00 from the City's General Fund balance be allocated to complete this critical capital replacement project.

The department is requesting that the following allocations be made to the 2016 budget of the Fire Department.

2015 Fiscal Year: Carry over into 2016 Budget

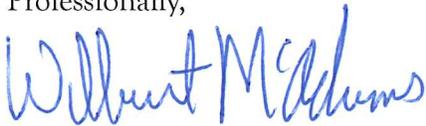
1336-97400	Capital Improvements	\$ 75,000.00
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2016 Fiscal Year:

Transfer From:	General Fund	\$125,000.00
Transfer To:	Capital Improvements	1336-97400

Please prepare the necessary documents for placement on the council agenda.

Professionally,



Wilburt McAdams  
Fire Commissioner



James R. Fouts  
Mayor



July 6, 2015

COMMUNITY DEVELOPMENT

TO: Scott C. Stevens, Council Secretary

ONE CITY SQUARE, SUITE 210  
WARREN, MI 48093  
(586) 574-4686  
FAX (586) 574-4685  
www.cityofwarren.org

RE: Budget Amendments to 2013/14 Housing and Community Development Action Plan to Provide Additional Funding for Elza St. Paving Project

As you may recall, in the 2013-2014 Action Plan funds were allocated to re-pave a portion of Elza St. The bids for this project came in higher than expected. Therefore, the Mayor is recommending that additional funding be allocated to this project.

Funds will be reprogrammed from the following activities:

Activity No.	Activity Name/Description	Allocation
13-02	Rehabilitation Delivery	\$68,966.00
13-04	Demolition	\$10,034.00
	Total Amount of Funds to be Reprogrammed:	\$79,000.00

At this time, we are recommending that the 2013-2014 Housing and Community Development Action Plan be amended as follows:

Re-programmed funds from above mentioned CDBG Activities in the amount of \$79,000.00 be added to the activity listed below increasing the total allocation to \$294,225.00.

Activity No.	Activity Name/Description	Allocation
13-13	Paving Elza St.	\$294,225.00

Attached you will find a resolution amending the 2013-2014 Action Plan. Please consider this resolution at the July 14, 2015 meeting.

Should you have any questions, please call Community Development at 574-4686.

Sincerely,

Lark L. Samouelian, Community Development Director

Read and Concur:

James R. Fouts, Mayor

Read and Approved as to form:

Mary Michaels, Acting City Attorney

**RESOLUTION TO ADOPT AMENDMENTS TO  
THE 2013-2014 CITY OF WARREN HOUSING AND  
COMMUNITY DEVELOPMENT ACTION PLAN FOR ADDITIONAL FUNDING TO  
ELZA STREET PAVING PROJECT**

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on July 14, 2015, at 7:00 p.m. Eastern Time at the Warren Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers \_\_\_\_\_

ABSENT: Councilmembers \_\_\_\_\_

The following preamble and resolutions were offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_:

The City of Warren is the recipient of Community Development Block Grant Funds under Title I of the Housing and Community Development Act of 1974, as amended.

The City of Warren Housing and Community Development Action Plan for the 2013-2014 Program years, as adopted by Warren City Council, contain project descriptions and budgets for Community Development Block Grant (CDBG) program.

To provide additional funding for the Elza Street Paving Project, the Mayor and Community Development staff recommend reprogramming CDBG funds from the 2013-2014 Housing and Community Development Action Plans, as stated below:

**13-02 Rehabilitation Delivery.** It is recommended that CDBG funding allocated to Activity 13-02 in the amount of \$68,966.00 be transferred to Activity 13-13 Paving Elza.

**13-04 Demolition.** It is recommended that CDBG funding allocated to Activity 13-04 in the amount of \$10,034.00 be transferred to Activity 13-13 Paving Elza.





**PUBLIC SERVICE DEPARTMENT  
ENGINEERING DIVISION**

One City Square, Suite 300  
Warren, Michigan 48093-2390

(586) 759-9300

Fax (586) 759-9318

[www.cityofwarren.org](http://www.cityofwarren.org)

June 26, 2015

Mr. Scott Stevens, City Council Secretary

**RE: CONSIDERATION AND ADOPTION OF RESOLUTION to Award Bid and Contract for City Project P-15-589, Elza Street Concrete Paving (Audrey Avenue to Panama Avenue) to the low bidder Warren Contractors and Development, Inc. in the total bid amount not to exceed \$734,360.00.**

Sealed bids were received and publicly read aloud on May 20, 2015 for Contract P-15-589, Elza Street Concrete Paving (Audrey Avenue to Panama Avenue). This Project was publicly posted on the Michigan Inter-Governmental Trade Network on April 30, 2015.

The project consists of installing new concrete pavement on Elza Avenue between Audrey Avenue and Panama Avenue, along with the replacement of intersections, ADA ramps, and associated utility structure repairs.

The low bidder is Warren Contractors and Development, Inc. in the amount of \$734,360.00.

Warren Contractors and Development, Inc. has successfully completed similar projects in the surrounding metropolitan area.

It is the Engineering Division's recommendation that the Warren City Council award the contract P-15-589, Elza Street Concrete Paving (Audrey Avenue to Panama Avenue) to the low bidder - Warren Contractors and Development, Inc. in the low bid amount not to exceed \$734,360.00.

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

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

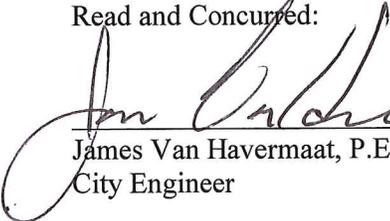
Please place this item on the July 14, 2015 City Council agenda for consideration.

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

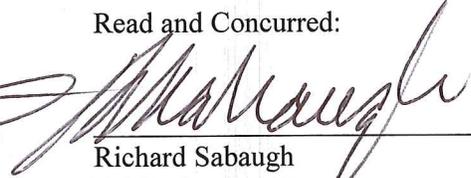
Sincerely,

  
\_\_\_\_\_  
Arthur Sohlin,  
Civil Engineer

Read and Concurred:

  
\_\_\_\_\_  
James Van Havermaat, P.E.  
City Engineer

Read and Concurred:

  
\_\_\_\_\_  
Richard Sabaugh  
Public Service Director

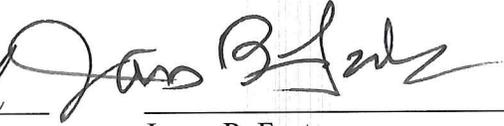
Funding Approval:

  
\_\_\_\_\_  
Renee Jones-Rezak  
Budget Director

Contract Approved as to Form:

  
\_\_\_\_\_  
Mary Michaels  
Acting City Attorney

Recommended to Council:

  
\_\_\_\_\_  
James R. Fouts  
Mayor

Attach: Tabulation of Bids, Proposed Resolution

cc: Arthur Sohlin, Civil Engineer  
Rob Maleszyk, City Controller

P-15-589 BID TABULATION

ITEM NO.	CONTRACT P-15-589, ELZA STREET CONCRETE PAVING (AUDREY AVENUE TO PANAMA AVENUE)	UNITS	QUANTITY	Warren Contractors & Development, Inc.	Florence Cement Company	Fiore Enterprises LLC
1	REMOVE 6"-8" THICK CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER	SYD	2,400	\$12.00 \$28,800.00	\$8.50 \$20,400.00	\$9.00 \$21,600.00
2	REMOVE 4" THICK CONCRETE SIDEWALK	SFT	4,600	\$2.00 \$9,200.00	\$1.75 \$8,050.00	\$1.50 \$6,900.00
3	REMOVE 6" THICK CONCRETE SIDEWALK, A.D.A. RAMP OR DRIVE APPROACH	SFT	2,800	\$2.00 \$5,600.00	\$1.50 \$4,200.00	\$1.50 \$4,200.00
4	REMOVE VARIABLE HEIGHT SIDEWALK CURB	LFT	100	\$20.00 \$2,000.00	\$10.00 \$1,000.00	\$10.00 \$1,000.00
5	EXCAVATION	CYD	2,000	\$24.00 \$48,000.00	\$38.00 \$76,000.00	\$25.50 \$51,000.00
6	INSTALL 7" THICK CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER, MDOT GRADE P1 (6 SACK CEMENT CONTENT)	SYD	5,200	\$41.80 \$217,360.00	\$45.00 \$234,000.00	\$46.50 \$241,800.00
7	INSTALL 6" THICK CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER, MDOT GRADE P1 (6 SACK CEMENT CONTENT)	SYD	600	\$39.80 \$23,880.00	\$52.00 \$31,200.00	\$42.50 \$25,500.00
8	INSTALL 6" THICK M.D.O.T. CLASS 21AA LIMESTONE SUB-BASE, (C.I.P.) OR APPROVED EQUAL, UNDER CONCRETE PAVEMENT	CYD	1,100	\$40.00 \$44,000.00	\$45.00 \$49,500.00	\$59.00 \$64,900.00
9	UNDERCUT-EXCAVATE UNSUITABLE SUBGRADE MATERIAL AND BACKFILL INSTALL 21AA CRUSHED CONCRETE (C.I.P) FOR FILLING UNDERCUT	CYD	300	\$39.00 \$11,700.00	\$48.00 \$14,400.00	\$52.50 \$15,750.00
10	INSTALL TENSAR BX1100 OR EQUIVALENT GEOGRID TO STABILIZE THE UNDERCUT AREA(S)	SFT	500	\$2.70 \$1,350.00	\$1.00 \$500.00	\$5.75 \$2,875.00
11	INSTALL 4" THICK CONCRETE SIDEWALK, MDOT GRADE P1 (6 SACK CEMENT CONTENT)	SFT	3,000	\$4.60 \$13,800.00	\$10.00 \$30,000.00	\$5.00 \$15,000.00
12	INSTALL 6" THICK CONCRETE SIDEWALK, OR DRIVE APPROACH, MDOT GRADE P1 (6 SACK CEMENT CONTENT)	SFT	3,500	\$5.60 \$19,600.00	\$11.00 \$38,500.00	\$6.00 \$21,000.00
13	INSTALL A.D.A. COMPLIANT DETECTABLE WARNING DEVICE	LFT	300	\$51.00 \$15,300.00	\$50.00 \$15,000.00	\$50.00 \$15,000.00
14	INSTALL VARIABLE HEIGHT SIDEWALK CURB	LFT	400	\$25.50 \$10,200.00	\$25.00 \$10,000.00	\$25.00 \$10,000.00
15	REMOVE AND REPLACE CONCRETE CURB & GUTTER, 6"-8" HIGH	LFT	50	\$80.00 \$4,000.00	\$80.00 \$4,000.00	\$37.80 \$1,890.00
16	REMOVE CATCH BASIN OR MANHOLE, COMPLETE	EACH	12	\$280.00 \$3,360.00	\$425.00 \$5,100.00	\$575.00 \$6,900.00
17	REMOVE EXISTING SEWER, COMPLETE	LFT	350	\$17.00 \$5,950.00	\$7.25 \$2,537.50	\$15.00 \$5,250.00
18	INSTALL 2' DIAMETER CATCH BASIN, COMPLETE	EACH	8	\$1,950.00 \$15,600.00	\$1,450.00 \$11,600.00	\$1,350.00 \$10,800.00
19	INSTALL 4' DIAMETER MANHOLE OR CATCH BASIN, COMPLETE	EACH	4	\$2,550.00 \$10,200.00	\$1,925.00 \$7,700.00	\$2,100.00 \$8,400.00
20	ADJUST 2'-3' DIAMETER MANHOLE, CATCH BASIN OR INLET, COMPLETE	EACH	3	\$560.00 \$1,680.00	\$775.00 \$2,325.00	\$600.00 \$1,800.00
21	ADJUST 4' DIAMETER MANHOLE, CATCH BASIN OR INLET, COMPLETE	EACH	15	\$560.00 \$8,400.00	\$775.00 \$11,625.00	\$650.00 \$9,750.00
22	ADJUST 5' DIAMETER GATEWELL OR MANHOLE, COMPLETE	EACH	3	\$560.00 \$1,680.00	\$750.00 \$2,250.00	\$750.00 \$2,250.00

P-15-589 BID TABULATION

ITEM NO.	CONTRACT P-15-589, ELZA STREET CONCRETE PAVING (AUDREY AVENUE TO PANAMA AVENUE)	UNITS	QUANTITY	Warren Contractors & Development, Inc.	Florence Cement Company	Fiore Enterprises LLC
23	REBUILD 2'-3' DIAMETER MANHOLE, CATCH BASIN OR INLET, COMPLETE	VFT	10	\$200.00 \$2,000.00	\$300.00 \$3,000.00	\$175.00 \$1,750.00
24	REBUILD 4' DIAMETER MANHOLE, CATCH BASIN OR INLET, COMPLETE	VFT	20	\$200.00 \$4,000.00	\$300.00 \$6,000.00	\$225.00 \$4,500.00
25	REBUILD 5' DIAMETER GATEWELL OR MANHOLE, COMPLETE	VFT	5	\$200.00 \$1,000.00	\$300.00 \$1,500.00	\$250.00 \$1,250.00
26	INSTALL A.D.A. COMPLIANT OR STANDARD FRAME FOR MANHOLE, CATCH BASIN, INLET OR GATEWELL	EACH	10	\$375.00 \$3,750.00	\$225.00 \$2,250.00	\$425.00 \$4,250.00
27	INSTALL A.D.A. COMPLIANT OR STANDARD COVER FOR MANHOLE, CATCH BASIN, INLET OR GATEWELL	EACH	10	\$240.00 \$2,400.00	\$225.00 \$2,250.00	\$250.00 \$2,500.00
28	INSTALL 12" DIA. SCH. 80 P.V.C. (A.S.T.M. D 1785) OR 12" R.C.P. C76-IV PIPE	LFT	400	\$63.00 \$25,200.00	\$60.00 \$24,000.00	\$72.00 \$28,800.00
29	INSTALL 4"-10" DIA. SCH. 80 P.V.C. PIPE (A.S.T.M. D 1785)	LFT	40	\$40.00 \$1,600.00	\$55.00 \$2,200.00	\$74.50 \$2,980.00
30	INSTALL 6" DIA. CORRUGATED PLASTIC EDGE DRAIN WITH GEOTEXTILE WRAP COMPLETE	LFT	3,500	\$14.60 \$51,100.00	\$8.50 \$29,750.00	\$14.50 \$50,750.00
31	TRAFFIC CONTROL DEVICES, COMPLETE	LSUM	1	\$76,000.00 \$76,000.00	\$20,000.00 \$20,000.00	\$30,000.00 \$30,000.00
32	TEMPORARY TRAFFIC CONTROL OR INFORMATIONAL SIGNS, FURNISHED AND OPERATED	SFT	1,500	\$4.00 \$6,000.00	\$3.50 \$5,250.00	\$6.75 \$10,125.00
33	INSTALL CLASS "A" SOD	SYD	1,200	\$8.00 \$9,600.00	\$10.25 \$12,300.00	\$9.00 \$10,800.00
34	INSTALL SEED AND MULCH	SYD	100	\$8.00 \$800.00	\$6.45 \$645.00	\$9.00 \$900.00
35	CREW DOWNTIME FOR LOCATING MIS-MARKED / UNMARKED SERVICES OR FOR OTHER UNFORESEEN FIELD CONDITIONS	HR	5	\$300.00 \$1,500.00	\$480.00 \$2,400.00	\$1,000.00 \$5,000.00
36	REPAIR MIS-MARKED OR UNMARKED WATER SERVICE	EACH	2	\$750.00 \$1,500.00	\$600.00 \$1,200.00	\$550.00 \$1,100.00
37	AUDIO-VISUAL RECORDING OF THE CONSTRUCTION AREA	LSUM	1	\$1,000.00 \$1,000.00	\$1,000.00 \$1,000.00	\$1,200.00 \$1,200.00
38	SOIL EROSION AND SEDIMENTATION CONTROL	LSUM	1	\$3,250.00 \$3,250.00	\$1,000.00 \$1,000.00	\$5,000.00 \$5,000.00
39	BONDS, INSURANCE AND INITIAL SET-UP EXPENSE (Not to exceed 3% of construction cost)	LSUM	1	\$22,000.00 \$22,000.00	\$22,000.00 \$22,000.00	\$21,000.00 \$21,000.00
40	CONTINGENCY FOR WORK OUTSIDE THE ORIGINAL PAY ITEMS	LSUM	1	\$20,000.00 \$20,000.00	\$20,000.00 \$20,000.00	\$20,000.00 \$20,000.00
	<b>TOTAL BID AMOUNT</b>			<b>\$734,360.00</b>	<b>\$736,632.50</b>	<b>\$745,470.00</b>

P-15-589 BID TABULATION

ITEM NO.	CONTRACT P-15-589, ELZA STREET CONCRETE PAVING (AUDREY AVENUE TO PANAMA AVENUE)	UNITS	QUANTITY	Major Cement Co.
1	REMOVE 6"-8" THICK CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER	SYD	2,400	\$12.00 \$28,800.00
2	REMOVE 4" THICK CONCRETE SIDEWALK	SFT	4,600	\$2.00 \$9,200.00
3	REMOVE 6" THICK CONCRETE SIDEWALK, A.D.A. RAMP OR DRIVE APPROACH	SFT	2,800	\$2.00 \$5,600.00
4	REMOVE VARIABLE HEIGHT SIDEWALK CURB	LFT	100	\$10.00 \$1,000.00
5	EXCAVATION	CYD	2,000	\$27.00 \$54,000.00
6	INSTALL 7" THICK CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER, MDOT GRADE P1 (6 SACK CEMENT CONTENT)	SYD	5,200	\$70.00 \$364,000.00
7	INSTALL 6" THICK CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER, MDOT GRADE P1 (6 SACK CEMENT CONTENT)	SYD	600	\$72.00 \$43,200.00
8	INSTALL 6" THICK M.D.O.T. CLASS 21AA LIMESTONE SUB-BASE, (C.I.P.) OR APPROVED EQUAL, UNDER CONCRETE PAVEMENT	CYD	1,100	\$35.00 \$38,500.00
9	UNDERCUT-EXCAVATE UNSUITABLE SUBGRADE MATERIAL AND BACKFILL INSTALL 21AA CRUSHED CONCRETE (C.I.P) FOR FILLING UNDERCUT	CYD	300	\$40.00 \$12,000.00
10	INSTALL TENSAR BX1100 OR EQUIVALENT GEOGRID TO STABILIZE THE UNDERCUT AREA(S)	SFT	500	\$2.00 \$1,000.00
11	INSTALL 4" THICK CONCRETE SIDEWALK, MDOT GRADE P1 (6 SACK CEMENT CONTENT)	SFT	3,000	\$4.50 \$13,500.00
12	INSTALL 6" THICK CONCRETE SIDEWALK, OR DRIVE APPROACH, MDOT GRADE P1 (6 SACK CEMENT CONTENT)	SFT	3,500	\$5.00 \$17,500.00
13	INSTALL A.D.A. COMPLIANT DETECTABLE WARNING DEVICE	LFT	300	\$50.00 \$15,000.00
14	INSTALL VARIABLE HEIGHT SIDEWALK CURB	LFT	400	\$15.00 \$6,000.00
15	REMOVE AND REPLACE CONCRETE CURB & GUTTER, 6"-8" HIGH	LFT	50	\$35.00 \$1,750.00
16	REMOVE CATCH BASIN OR MANHOLE, COMPLETE	EACH	12	\$425.00 \$5,100.00
17	REMOVE EXISTING SEWER, COMPLETE	LFT	350	\$25.00 \$8,750.00
18	INSTALL 2' DIAMETER CATCH BASIN, COMPLETE	EACH	8	\$2,500.00 \$20,000.00
19	INSTALL 4' DIAMETER MANHOLE OR CATCH BASIN, COMPLETE	EACH	4	\$2,750.00 \$11,000.00
20	ADJUST 2'-3' DIAMETER MANHOLE, CATCH BASIN OR INLET, COMPLETE	EACH	3	\$700.00 \$2,100.00
21	ADJUST 4' DIAMETER MANHOLE, CATCH BASIN OR INLET, COMPLETE	EACH	15	\$750.00 \$11,250.00
22	ADJUST 5' DIAMETER GATEWELL OR MANHOLE, COMPLETE	EACH	3	\$800.00 \$2,400.00

P-15-589 BID TABULATION

ITEM NO.	CONTRACT P-15-589, ELZA STREET CONCRETE PAVING (AUDREY AVENUE TO PANAMA AVENUE)	UNITS	QUANTITY	Major Cement Co.
23	REBUILD 2'-3' DIAMETER MANHOLE, CATCH BASIN OR INLET, COMPLETE	VFT	10	\$200.00
				\$2,000.00
24	REBUILD 4' DIAMETER MANHOLE, CATCH BASIN OR INLET, COMPLETE	VFT	20	\$225.00
				\$4,500.00
25	REBUILD 5' DIAMETER GATEWELL OR MANHOLE, COMPLETE	VFT	5	\$250.00
				\$1,250.00
26	INSTALL A.D.A. COMPLIANT OR STANDARD FRAME FOR MANHOLE, CATCH BASIN, INLET OR GATEWELL	EACH	10	\$550.00
				\$5,500.00
27	INSTALL A.D.A. COMPLIANT OR STANDARD COVER FOR MANHOLE, CATCH BASIN, INLET OR GATEWELL	EACH	10	\$200.00
				\$2,000.00
28	INSTALL 12" DIA. SCH. 80 P.V.C. (A.S.T.M. D 1785) OR 12" R.C.P. C76-IV PIPE	LFT	400	\$90.00
				\$36,000.00
29	INSTALL 4"-10" DIA. SCH. 80 P.V.C. PIPE (A.S.T.M. D 1785)	LFT	40	\$70.00
				\$2,800.00
30	INSTALL 6" DIA. CORRUGATED PLASTIC EDGE DRAIN WITH GEOTEXTILE WRAP COMPLETE	LFT	3,500	\$15.00
				\$52,500.00
31	TRAFFIC CONTROL DEVICES, COMPLETE	LSUM	1	\$35,000.00
				\$35,000.00
32	TEMPORARY TRAFFIC CONTROL OR INFORMATIONAL SIGNS, FURNISHED AND OPERATED	SFT	1,500	\$4.00
				\$6,000.00
33	INSTALL CLASS "A" SOD	SYD	1,200	\$15.00
				\$18,000.00
34	INSTALL SEED AND MULCH	SYD	100	\$10.00
				\$1,000.00
35	CREW DOWNTIME FOR LOCATING MIS-MARKED / UNMARKED SERVICES OR FOR OTHER UNFORESEEN FIELD CONDITIONS	HR	5	\$750.00
				\$3,750.00
36	REPAIR MIS-MARKED OR UNMARKED WATER SERVICE	EACH	2	\$750.00
				\$1,500.00
37	AUDIO-VISUAL RECORDING OF THE CONSTRUCTION AREA	LSUM	1	\$2,500.00
				\$2,500.00
38	SOIL EROSION AND SEDIMENTATION CONTROL	LSUM	1	\$5,000.00
				\$5,000.00
39	BONDS, INSURANCE AND INITIAL SET-UP EXPENSE (Not to exceed 3% of construction cost)	LSUM	1	\$24,000.00
				\$24,000.00
40	CONTINGENCY FOR WORK OUTSIDE THE ORIGINAL PAY ITEMS	LSUM	1	\$20,000.00
				\$20,000.00
	<b>TOTAL BID AMOUNT</b>			<b>\$894,950.00</b>

**RESOLUTION TO AWARD BID AND CONTRACT FOR  
CITY PROJECT P-15-589  
ELZA STREET CONCRETE PAVING  
(AUDREY AVENUE TO PANAMA AVENUE)**

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 20, 2015, bids were received for City Project P-15-589, Elza Street Concrete Paving (Audrey Avenue to Panama Avenue), pursuant to the standard sealed bid procedure.

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

The City of Warren is recipient of Community Development Block Development Program (CDBG) Funds enacted under Title I of the Housing and Community Development Act of 1994, as amended.

In the 2013/2014 amended CDBG Program Year Budget, City Council approved allocation of \$293,745.00 for the installation of concrete pavement within Elza Street right-of-way, between Audrey Avenue and Panama Avenue.

The balance of funding for the City Project P-15-589, Elza Street Concrete Paving (Audrey Avenue to Panama Avenue), \$441,015.00, shall be made available from the 2011 Local Street Road Repairs and Replacement Special Revenue Fund.

The City Engineer has recommended that the contract for City Project P-15-589, Elza Street Concrete Paving (Audrey Avenue to Panama Avenue) be awarded to the low bidder Warren Contractors and Development, Inc. in the low bid amount not to exceed \$734,760.00.

Funding is available in the 2011 Local Street Road Repairs and Replacement Special Revenue Fund and in the CDBG Street Improvements Account Number 9441-80183-CDBG14.

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

THEREFORE, BE IT RESOLVED, pursuant to the recommendation of the City Engineer, the City Council by formal motion approves the award of contract P-15-589, Elza Street Concrete Paving (Audrey Avenue to Panama Avenue), to Warren Contractors and Development, Inc., in the low bid amount not to exceed \$734,360.00.

BE IT 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 Warren Contractors and Development, Inc., 14979 Technology Drive, Shelby Township, Michigan 48315, consistent with the terms of the bid for City Project P-15-589, Elza Street Concrete Paving (Audrey Avenue to Panama Avenue) and the City of Warren Engineering Contract Documents.





**CITY ATTORNEY'S OFFICE**

ONE CITY SQUARE, SUITE 400

WARREN, MI 48093-5285

(586) 574-4671

FAX (586) 574-4530

[www.cityofwarren.org](http://www.cityofwarren.org)

July 1, 2015

Mr. Scott C. Stevens  
Council Secretary  
City of Warren

**Re: Proposed Resolution to Provide Public Notice of Intent to Sell Vacant Tax-Reverted Property at 11395 Cadillac, Warren; Parcel ID No. 13-34-228-032**

Dear Council Secretary Stevens:

Attached please find the above-referenced resolution to provide the public with thirty (30) days' notice of intent to sell vacant, tax-reverted property located at 11395 Cadillac (the Property) for \$1.00, plus payment for title insurance and recording fees.

Based upon the written request from Sean Clark, Administrative Supervisor/CitiStat Coordinator, the property would be conveyed "as is" with a quit claim deed to the adjacent land owner at 11389 Cadillac, Cynthia Parmentier. The prospective purchaser must agree to combine the Property with her existing lot, and to only use the combined property as one buildable lot, and to keep the Property maintained and free from narcotics, including medicinal marijuana.

If acceptable, please submit the resolution to Council for its meeting on Tuesday, July 14, 2015. Upon adoption, the resolution must remain on file with the City Clerk for thirty days, then returned to Council for final approval.

Respectfully,

A handwritten signature in cursive script that reads "Mary Michaels".

Mary Michaels  
Acting City Attorney

MM/vlt Ltr to S Stevens re Notice of Intent to Sell - 11395 Cadillac ID 56384

Read and concur:

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

James R. Fouts  
Mayor

cc: Ronald Wuerth, Planning Director  
Sean Clark, Administrative Supervisor/CitiStat Coordinator



RECEIVED

JUN 12 2015

City Attorney's Office

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

June 10, 2015

To: Mary Michaels,  
Acting City Attorney

From: Sean Clark, Administrative Supervisor/Citistat

**RE: Resolution Providing Public Notice of Intent to Sell 11395 Cadillac**

The below items are attached relating to the sale of 11395 Cadillac:

- Resolution providing public notice of intent to sell 11395 Cadillac
- Original letter from Cynthia Michelle Parmentier stating interest in purchasing 11395 Cadillac.
- Evidence of ownership of 11389 Cadillac.
- Copy of Title Policy
- Assessment value of property.

Please review for council submission.

Sincerely,

A handwritten signature in black ink, appearing to be "Sean Clark", written over a large, stylized circular scribble.

Sean Clark, Administrative Supervisor/Citistat  
Department of Public Service

**RESOLUTION PROVIDING PUBLIC NOTICE OF INTENT TO SELL 11395 CADILLAC**

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on \_\_\_\_\_ at 7:00 p.m. \_\_\_\_\_ Time in the Council Chambers of the Warren Community Center, 5460 Arden, Warren, Michigan.

Present: Councilpersons \_\_\_\_\_  
\_\_\_\_\_

Absent: Councilpersons \_\_\_\_\_  
\_\_\_\_\_

The City is the legal titleholder of vacant, tax-reverted property at 11395 Cadillac, Warren Michigan.

The owner of the adjacent property at 11389 Cadillac, Cynthia Michelle Parmentier is interested in purchasing the Property.

Cynthia Michelle Parmentier is offering to pay \$1.00 plus any closing costs. Cynthia will pay for the title policy, survey if necessary, agree to combine the two parcels and agree that only one residential home would be constructed on the combined lot.

The Mayor and Planning Director are recommending that the Property be conveyed to Cynthia Michelle Parmentier which would allow for continuous maintenance of the Property.

**THEREFORE, IT IS RESOLVED**, that the City of Warren offers for sale the Property located at 11395 Cadillac, Warren, Michigan, described as follows:

LOT 223 – including the ½ adjacent vacated public alley – Brookton Subdivision, as recorded in Liber 10, Page 58 of Plats, Macomb County Records.

**IT IS FURTHER RESOLVED**, that the conveyance of the property shall be subject to the reservation of any liens or easements of record and execution of deed restrictions to allow only one residential home on the combined lot.

**IT IS FURTHER RESOLVED**, that a certified copy of this resolution shall be placed and remain on file with the Clerk of the City of Warren for public inspection for a period of thirty (30) days, as required by City Charter.

**IT IS FURTHER RESOLVED**, that, upon completion of the 30-day period, the Mayor and Clerk are authorized to execute a purchase agreement to sell the property to Cynthia Michelle Parmentier in the amount of one dollar (\$1.00) plus closing costs, in such form that meets with the approval of the City Attorney and subject to final council approval.

AYES: Councilpersons: \_\_\_\_\_  
\_\_\_\_\_

Nayes: Councilpersons: \_\_\_\_\_  
\_\_\_\_\_

Resolution declared adopted on this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
Scott Stevens  
Secretary of the Council  
Mayor Pro Tem

**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  )ss  
COUNTY OF MACOMB    )

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

\_\_\_\_\_  
PAUL WOJNO  
City Clerk



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

April 23, 2015

Cynthia Michelle Parmentier  
11389 Cadillac Ave.  
Warren, MI 48089-2533

**RE: City-owned property at 11395 Cadillac Ave. Parcel I.D. number 13-34-228-032**

The purpose of this letter is to ascertain your interest in acquiring property at 11395 Cadillac Parcel I.D. number 13-34-228-032 owned by the City of Warren. The sale would be subject to the condition that the property would be combined with 11389 Cadillac Ave. It would be agreed that the property will be maintained, and free from any narcotics, medicinal or otherwise. Restrictive covenants must be signed for the conditions.

Subject to the approval of the Warren City Council, the sale price of the property would be \$1.00 plus payment of any closing costs, title policy and survey if necessary. The lot will be transferred by means of a quit claim deed. The city will be conveying its interest in the property and will not be warranting that the title is free and clear of any other title interest. The signed copy of this letter, along with a copy of your warranty deed, must be received for consideration of the respective purchase. Upon receipt of this letter a request will be forwarded to the Warren City Council to adopt a resolution notifying the public that the city intends to sell the property. This notice must remain on file with the City Clerk for 30 days. At the end of 30 days, action must be taken again by the City Council to give final approval of the sale of this property. If City Council approves the sale of this property, a purchase agreement and restrictive covenants would be prepared for your review and signature. Please note, that a lot combination of the two parcels is required for this respective purchase. It is the resident's responsibility to obtain their Mortgage Company's acceptance of the lot combination.

If you are interested in purchasing 11395 Cadillac Ave. Parcel ID 13-34-228-032, please sign the attached and return this letter with the attachment to me with a copy of the warranty deed for 11389 Cadillac Ave. as evidence of current ownership. Should you have any questions, or would like additional information, please call me at 586-574-4646.

Sincerely,

Sean Clark, Administrative Supervisor  
Department of Public Service

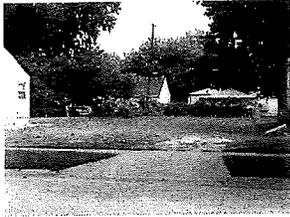
By signing below, I acknowledge my interest in purchasing 11395 Cadillac Ave. Parcel I.D. No. 13-34-228-032, from the City of Warren. I would agree to pay for closing costs of the sale including a survey and title policy. I would agree to sign restrictions requiring combining lots located at 11389 Cadillac Ave. and that only one residential home would be constructed on the combined lot and to keep the property maintained and free from certain uses, including medicinal marijuana. I acknowledge that we have been informed that approval from the Warren City Council will be necessary before the city can accept an offer to purchase. I would also be willing to accept a quit claim deed for the property.

I also acknowledge that this is merely an expression of interest and is not a formal offer to purchase and does not create any obligation or bind either the City of Warren or the undersigned.

Cynthia Michelle Parmentier Date: 4-23-15  
Cynthia Michelle Parmentier  
(586) 859-9208

**11395 CADILLAC** WARREN, MI 48089 (Property Address)

Parcel Number: 13-34-228-032



Item 1 of 1 1 Image / 0 Sketches

**Property Owner:** CITY OF WARREN

**Summary Information**

- > Assessed Value: \$0 | Taxable Value: \$0
- > Property Tax Information found
- > 1 Special Assessment found
- > Building Department Information found

**Owner and Taxpayer Information**

<b>Owner</b>	CITY OF WARREN ONE CITY SQUARE WARREN, MI 48093	<b>Taxpayer</b>	SEE OWNER INFORMATION
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**General Information for Tax Year 2015**

<b>Property Class</b>	Exempt City	<b>Unit</b>	13 CITY OF WARREN
<b>School District</b>	Van Dyke (02)	<b>Assessed Value</b>	\$0
<b>Map #</b>	Not Available	<b>Taxable Value</b>	\$0
<b>PP CLASS</b>	0	<b>State Equalized Value</b>	\$0
<b>User Alpha 1</b>	Not Available	<b>Date of Last Name Change</b>	11/19/2007
<b>MTT PHGC</b>	Not Available	<b>Notes</b>	Not Available
<b>Historical District</b>	Not Available	<b>Census Block Group</b>	Not Available
<b>User Alpha 2</b>	Not Available		

**Principal Residence Exemption Information**

**Homestead Date** 03/01/1994

Principal Residence Exemption	June 1st	Final
2014	0.0000 %	0.0000 %

**Previous Year Information**

Year	MBOR Assessed	Final SEV	Final Taxable
2014	\$0	\$0	\$0
2013	\$0	\$0	\$0

**Land Information**

<b>Zoning Code</b>	R-1-C	<b>Total Acres</b>	0.125
<b>Land Value</b>	\$4,296	<b>Land Improvements</b>	\$0
<b>Renaissance Zone</b>	No	<b>Renaissance Zone Expiration Date</b>	Not Available
<b>ECF Neighborhood</b>	VAN DYKE 33-35 BRICK	<b>Mortgage Code</b>	Not Available
<b>Lot Dimensions/Comments</b>	Not Available	<b>Neighborhood Enterprise Zone</b>	Not Available

Lot(s)	Frontage	Depth
Lot 1	40.00 ft	136.00 ft
<b>Total Frontage: 40.00 ft</b>		<b>Average Depth: 136.00 ft</b>

**Legal Description**

BROOKTON LOT 223 INCL 1/2 VAC ALLEY L.10 P.58

**Land Division Act Information**

<b>Date of Last Split/Combine</b>	Not Available	<b>Number of Splits Left</b>	0
<b>Date Form Filed</b>	Not Available	<b>Unallocated Div.s of Parent</b>	0

<b>Date Created</b>	<i>Not Available</i>	<b>Unallocated Div.s Transferred</b>	0
<b>Acreage of Parent</b>	0.00	<b>Rights Were Transferred</b>	<i>Not Available</i>
<b>Split Number</b>	0	<b>Courtesy Split</b>	<i>Not Available</i>
<b>Parent Parcel</b>	<i>Not Available</i>		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
08/10/2005	\$1,551.00	QC	Macomb Cty Treasurer	City of Warren	Quit Claim Deed	17040/937

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## COMMUNITY DEVELOPMENT

ONE CITY SQUARE, SUITE 210  
WARREN, MI 48093  
(586) 574-4686  
FAX (586) 574-4685  
[www.cityofwarren.org](http://www.cityofwarren.org)

July 6, 2015

Scott C. Stevens, Council Secretary

RE: Award of Contract ITB-W-9155 for the Rehabilitation of a Single Family Home at 22411 Audrey with NSP3 Funds

The single family home at 22411 Audrey, a bank foreclosed property, was purchased using NSP3 funds. The home is to be rehabilitated to correct violations of the property maintenance code and abate lead-based paint and asbestos hazards. In addition, rehabilitation work has been specified to improve the long term sustainability of the housing stock and provide low maintenance and energy efficient housing. Upon completion of the rehabilitation, the home will be sold to an NSP3 eligible family.

This activity will meet the NSP3 program goal of redeveloping foreclosed homes to stabilize neighborhoods and provide opportunities for affordable homeownership. Funding for the rehabilitation of this home will come from NSP3.

Information regarding the property and rehabilitation specifications is presented below.

- A one-story brick home with full basement, three bedrooms, one bathroom, and detached garage
- 939 sq. ft. home on 55'x 131' lot
- 2 x SEV \$50,380
- Purchase price \$34,200
- Lowest bid for rehabilitation \$63,615
- Summary of rehabilitation work (detailed specifications attached)
  - Front porch steps
  - Interior and exterior doors including lead abatement
  - Roof and gutters
  - Drywall and painting
  - Floor coverings (new vinyl – refinish existing hardwood)
  - Some windows
  - Full bath new fixtures with ceramic tile in tub area
  - 100 amp breaker service (panel box), light fixtures, receptacles, switches, smoke detectors
  - Clean existing kitchen cabinets, install new counter top and sink
  - High efficiency hot water tank
  - High efficiency furnace with air
  - Remove improvements in basement including asbestos floor tile, seal basement floor with epoxy paint, paint basement walls
  - Insulation to 2009 Michigan Energy Code
  - New vinyl/aluminum trim on garage
  - Garage door
  - Service walk and driveway

- o Garage electrical
- o Landscaping/tree removal

On June 10, 2015 at 1:00 p.m., sealed bids (ITB-W-9155) for the complete rehabilitation of the home at 22411 Audrey were publicly opened. The bids received are summarized as follows:

<u>Bidder</u>	<u>Price</u>
DeePali Company	\$89,800*
<b>D&amp;T Home Improvement</b>	<b>\$63,615</b>
Mando Construction, Inc.	\$71,283
* Mandatory submittals not included and bid disqualified.	

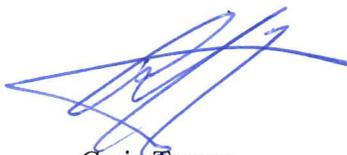
The City's Community Development Committee and the Purchasing Agent are recommending that the contract ITB-W-9155 for the rehabilitation of the City owned, single family home at 22411 Audrey be awarded to D & T Home Improvement, the company submitting the lowest-priced, qualified bid. Adequate funding for the award of contract is available in the NSP3 account. D & T Home Improvement has done similar rehabilitation work for this program in the past and Community Development staff is satisfied they have the experience and resources to complete the rehabilitation to the satisfaction of the City.

Please consider this at your July 14, 2015, meeting. The appropriate resolution is attached for your convenience. If you have any questions regarding this matter, please contact Lark Samouelian at (586)574-4529, Gina Hensley at (586) 574-4686 or Craig Treppa at (586) 574-4636.

Sincerely,

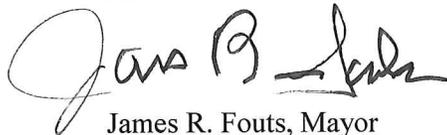


Lark Samouelian  
Community Development Director



Craig Treppa  
Purchasing Agent

Read and Concur:

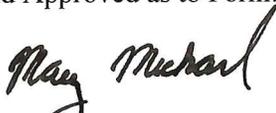


James R. Fouts, Mayor



Rob Maleszyk, Controller

Read and Approved as to Form:



Mary Michael, Acting City Attorney

**RESOLUTION  
APPROVING BID AND CONTRACT  
ITB-W-9155 FOR 22411 AUDREY  
NSP 3 REHABILITATION RESALE PROJECT**

At a regular Meeting of the City Council of the City of Warren, Macomb County, Michigan, held on July 14, 2015 at 7:00 p.m. Eastern Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: \_\_\_\_\_

ABSENT: Councilmembers: \_\_\_\_\_

The following preamble and resolution were offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_.

The City of Warren is the recipient of grant funds from the Neighborhood Stabilization Program 3 (NSP3) made available under Section 2301(b) of Division B of the Housing and Economic Recovery Act of 2008 (HERA) as amended and Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 (Dodd-Frank Act) and Title XII of Division A of the American Recovery and Reinvestment Act of 2009 (ARA) as amended.

The City has appropriated a portion of the NSP3 Funds to be allocated for the acquisition and rehabilitation of foreclosed homes to stabilize neighborhoods and provide opportunities for affordable homeownership. Upon completion, the homes are to be sold to NSP eligible households who are not current homeowners.

On June 10, 2015 at 1:00 p.m., sealed bids (ITB-W-9155) for the complete rehabilitation of the home at 22411 Audrey were publicly opened. The qualified bids received are summarized as follows:

<u>Bidder</u>	<u>Price</u>
DeePali Company	\$89,800
<b>D&amp;T Home Improvement, LLC</b>	<b>\$63,615</b>
Mando Construction, Inc.	\$71,283

The Mayor and the Community Development Technical Committee recommend that, ITB-W-9155, for the rehabilitation of the single family home at 22411 Audrey be awarded to D & T Home Improvement, LLC, as the lowest-priced qualified bid.

Adequate funding for the project is available in the NSP3 account.

**THEREFORE, IT IS RESOLVED**, that sealed bid, ITB-W-9155, for the rehabilitation of the single family home at 22411 Audrey is awarded to the lowest-priced qualified bidder, D & T Home Improvement, LLC.

**IT IS FURTHER RESOLVED**, that the Mayor and City Clerk are authorized to execute an agreement with D & T Home Improvement, LLC in a total amount not to exceed SIXTY-THREE THOUSAND SIX HUNDRED FIFTEEN and NO/100 DOLLARS (\$63,615.00) for the rehabilitation of the single-family home at 22411 Audrey consistent with ITB-W-9155, and in such form that meets with the approval of the Acting City Attorney.

AYES: Councilmembers: \_\_\_\_\_

\_\_\_\_\_

NAYS: Councilmembers: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED this day of 14<sup>th</sup> day of July, 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 July 14, 2015.

\_\_\_\_\_  
PAUL WOJNO  
City Clerk

**AGREEMENT FOR  
REHABILITATION OF 22411 Audrey  
CITY OWNED SINGLE FAMILY HOME (ITB-W-9155)**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between D & T Home Improvement, LLC ("the CONTRACTOR"), whose address is 75 Lafayette, Mt. Clemens, Michigan 48043, and the City of Warren, a Michigan municipal corporation ("the CITY"), whose address is One City Square, Suite 210, Warren, Michigan 48093.

The parties stipulate as follows:

1. Neighborhood Stabilization Program 3 (NSP3) Funds made available under Section 2301(b) of Division B of the Housing and Economic Recovery Act of 2008 (HERA) as amended and Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 (Dodd-Frank Act) and Title XII of Division A of the American Recovery and Reinvestment Act of 2009 (ARA) as amended.
2. The CITY appropriated a portion of the NSP3 funds for the improvement of residential property.
3. The CITY issued a Request for Bids, ITB-W-9155 for Rehabilitation of 22411 Audrey, Warren, Michigan a City owned single family home (Property).
4. The CONTRACTOR submitted the lowest priced, qualified bid, for the rehabilitation of the Property, and is willing to complete the work in accordance with the Contract Documents defined in this Agreement.

Upon consideration of the mutual promises and covenants of the parties, the CITY and CONTRACTOR agree as follows:

**1. WORK DESCRIPTION**

The CONTRACTOR agrees to perform, in a good and professional manner, all of the work described in the Contract Documents (the Project) for the sum of Sixty-three Thousand Six Hundred Fifteen and 00/100 Dollars (\$63,615.00). The Contract Documents shall consist of this Agreement, Specifications, and Request and Response to Bid ITB-W-9155 including Appendices A-I, all of which are incorporated by reference and made part of this Agreement. The parties acknowledge receipt of and familiarity with, the above Contract Documents. The work shall be performed at the Property (22411 Audrey, Warren, Michigan). Payment shall be based upon work performed in accordance with the Contract Documents.

**2. MATERIAL, LABOR AND APPLIANCES**

Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, labor, tools and equipment necessary for the completion of the Project. The CITY will permit the CONTRACTOR reasonable usage of available, existing utilities such as light, heat, power, and water necessary for the carrying out and completion of the work.

The CONTRACTOR shall provide, without charge, all incidental items required as part of this work, even though not particularly specified or indicated. If the CONTRACTOR has good reasons for objecting to the use of any materials, appliances, or methods of construction as shown or specified, the CONTRACTOR shall make a report of such objections to the CITY and obtain written consent from the CITY to make any deviations from the specifications.

### **3. PRE-CONSTRUCTION MEETING**

Prior to the commencement of work, the CONTRACTOR shall attend a pre-construction meeting with the CITY. This meeting shall be held within ten (10) days of Notice of Award of Bid. The failure of the CONTRACTOR to meet with the CITY may result in termination of the Agreement upon written notice of the City's Community Development Director.

### **4. TIME FOR PERFORMANCE**

After the pre-construction meeting, work shall not begin until the CITY issues a written Notice to Proceed to the CONTRACTOR. The CONTRACTOR shall begin work within fifteen (15) calendar days of the notice to proceed, and shall satisfactorily complete all work within one hundred twenty (120) days of the issuance of the Notice of Award. All time limits in this Agreement are of the essence, and the failure of the CONTRACTOR to comply with the stated times may result in termination of this Agreement.

The City Representative as designated by the City Community Development Director may grant one extension of time for an additional period not to exceed sixty (60) days if the delay is due to weather or other valid reasons. If the City Representative denies an extension or if the work is not commenced or completed within the time allowed by the extension, the Project shall be presented to the City of Warren Community Development Block Grant Technical Committee. The Committee may either grant an additional extension or determine that the contract has been abandoned and proceed with termination.

All work shall be performed during weekday business hours of 8:30 a.m. to 5:00 p.m., unless otherwise approved by the City Representative.

### **5. RESPONSIBILITY OF CONTRACTOR**

- A. The CONTRACTOR shall be responsible for the execution of satisfactory and complete work in accordance with the true intent of the specifications and other Contract Documents. All measurements in the work specifications are approximate and are meant only as a bidding aid; exact measurements are the responsibility of the CONTRACTOR.
- B. The CONTRACTOR shall obtain and pay for all permits and licenses and shall give all notices, pay all fees, and comply with all applicable laws, ordinances, codes, rules and regulations at all times in the performance of this Agreement. This Project is financed with NSP3 funds from the U.S. Department of Housing and Urban Development. The CONTRACTOR is responsible for complying with all regulations that apply to NSP3 projects. If the work of the CONTRACTOR is contrary to such laws, ordinances, codes, rules or regulations, the CONTRACTOR shall bear all costs related to the correction of such work, and such costs will not be reimbursed by the CITY.
- C. The CONTRACTOR shall be responsible for scheduling the inspection for each permit and license and must obtain the inspection approvals accordingly.

- D. In addition to the construction standards and specifications in the Contract Documents, the CONTRACTOR shall comply with the standards of the City of Warren Engineering Division, local building codes, regulations and ordinances, and any other applicable statute, regulation or code.
- E. The CONTRACTOR agrees that it is solely responsible, and it is not the responsibility of the CITY, to safeguard the Property and materials and equipment that are used in the development of the Project. The CONTRACTOR shall be responsible for the care, protection and condition of the work and all materials and equipment at the property until written final acceptance by the CITY and for the safety and protection of all persons performing work or service on the Property.
- F. All materials, equipment and furnishings incorporated into the work or otherwise provided under this Agreement shall be new and good quality. The CONTRACTOR shall ensure that the Project shall be good quality, professional and free from faults and defects.
- G. The CONTRACTOR shall protect the Property from all liens, claims, assessments, or encumbrances from any person or entity, including without limitation, any subcontractor, laborer, supplier or any governmental unit. The work shall be completed free of liens, or rights of liens of contractors, mechanics, material suppliers and laborers.
- H. It is understood that the CITY may, after seven (7) days notice to the CONTRACTOR, deduct from any installment the amount necessary to remove a contractor, supplier or laborer lien, or to repair or replace any damage caused by the CONTRACTOR, or its subcontractors, employees or agents, or to cure a default under this Agreement. Such monies withheld shall be in addition to the remedies or termination rights noted elsewhere in this Agreement.
- I. The CONTRACTOR shall properly dispose of all waste and materials including hazardous and asbestos containing materials at a proper landfill site. Landfill manifests or other documentation of proper disposal of hazardous or asbestos containing materials must be provided with any request for payment.

**6. REPORTS, RECORD ACCESS, AND RETENTION**

- A. The CONTRACTOR shall furnish the CITY with such reports relating to the work, services or statistics as the CITY may request to account for the Project activities and which are customary and reasonable for the Project.
- B. The CONTRACTOR shall provide the City, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representative's access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract or subcontract for the purpose of making audit, examination, excerpts, and transcriptions.
- C. The CONTRACTOR shall retain all required records for a minimum of three years after final payment is issued and the contract is closed out which ever occurs later.

**7. RIGHTS OF THE CITY**

- A. The CITY will designate a City Representative at the site to serve as the City's contact for the Contract for any issues relating to progress or quality of work. The City Representative shall have the right of entry at all times during the rehabilitation to inspect the progress of the work. All rehabilitation work is subject to inspection and monitoring by the CITY, as well as an inspection by a lead-based paint risk assessor. The City Representative and trade inspectors specific to each permit and license will be performing inspections on behalf of the CITY.
- B. The CONTRACTOR, its employees, agents and any subcontractors shall fully cooperate with the inspection, investigation and enforcement of the Property and provisions of this Agreement, ordinances, resolutions or regulations. If, in the CITY'S opinion, the work is not being done in accordance with the Contract Documents or is not otherwise satisfactory, the CITY shall have the right to require compliance and the remedying of all defects.
- C. The inspection or approval of the work and materials by the CITY shall not relieve the CONTRACTOR from any obligations under this Agreement. Defective work shall be remedied, unsuitable materials may be rejected, and any specification, code or regulation violations must be corrected, notwithstanding that such work or materials may have been previously overlooked or accepted. If any work or partially performed work is found to be defective or to contain defective materials, the CONTRACTOR shall make the correction.
- D. In the event the City Representative determines that the work is not consistent with the Contract Documents, he or she has the right to require correction of defective work or replacement of unsuitable materials. The CONTRACTOR shall make good such defects. The City Representative shall also have authority to stop work whenever necessary. In such event, the case will be automatically presented for disposition to the Community Development Block Grant Technical Committee, whose decision is final. It is understood and agreed that permit regulations and inspections are not conclusive as to the quality of the work. The work must be performed to the standards of the City Representative. In the event of a conflict between the City trade inspector and the City Representative, the decision of the City Representative will prevail.
- E. Final payment will be made only after final inspection and acceptance of all work by the City Representative and lead-based paint clearance inspector, as well as all inspections for each permit and license. The CONTRACTOR is responsible for scheduling all inspections, including the inspections for each permit or license, and for scheduling the final inspection and the lead-based paint clearance inspection. The CONTRACTOR is responsible for having work completed at the time the inspections are made. Failure to do so will result in the need for a re-inspection at the CONTRACTOR'S expense, including payment for additional clearance inspections until a passing result is achieved.

**8. PERSONNEL**

- A. The CONTRACTOR shall supervise and direct all work on the site, including that of any subcontractors.
- B. The CONTRACTOR shall provide skilled and competent personnel necessary to perform, in a good and professional manner, all activities under this Agreement. The

CONTRACTOR shall ensure that all work is performed by individuals licensed and qualified to do that particular work.

- C. The CONTRACTOR shall be solely responsible for all construction methods and materials and for coordinating all portions of the work.
- D. The CONTRACTOR acknowledges that it is responsible for all persons and operations on or about the work site, regardless of whether such work is performed by an employee, volunteer, or subcontractor.
- E. The CONTRACTOR shall ensure that no solicitations are made to any person by any of its employees, volunteers, or subcontractors, and shall not tolerate any disorderly or rude conduct by any person engaged in work under this Agreement to any other person either at the work site or in the surrounding neighborhood.
- F. The CONTRACTOR may not hire or engage any person, supplier, or subcontractor who is employed by or an agent of the CITY or is an elected official of the CITY, or related to an employee, agent or elected official of the CITY. In addition, any person performing work under this Agreement shall not be considered an employee or independent contractor of the CITY.
- G. The CONTRACTOR shall restrict from the home any person not engaged in work under this Agreement; any person who is not an employee or guest of, or hired by the CITY; or not viewing the home as a potential homebuyer.
- H. No liability or benefits such as worker's compensation, insurance or other rights or liabilities, or any other employment relationship shall be construed or accrue to the CITY for any person, employee of contractor or subcontractor, involved in performing work under this Agreement. It is understood that any involvement, supervision or direction from the CITY or any of its agents, employees, boards or commissions shall be for administrative purposes and to further the goals of the Project, and shall not give rise to any employment relationship with the CONTRACTOR, or any of the CONTRACTOR'S officers, employees, agents or subcontractors.

**9. PROTECTION OF WORK AND PROPERTY**

- A. The CONTRACTOR shall provide the necessary protection and take all necessary precautions to prevent damage, injury, or loss to the Property and all public and private property, which shall include but is not limited to, structures, fences, utilities, streets, sidewalks, driveways, adjacent trees, sod, shrubbery. The CONTRACTOR shall, at its own expense, repair, replace or remedy any property which becomes destroyed, lost or damaged as a result of the performance of this Agreement or from motor vehicles transporting materials or otherwise used in connection with this Agreement.
- B. The CONTRACTOR shall be responsible for the care, protection and condition of the work and all materials and equipment at the property until written final acceptance by the CITY.
- C. The CONTRACTOR shall take all necessary precautions for the safety of all persons and employees at or about the Property and shall comply with all applicable federal, state, and local safety laws to prevent accidents or injury. The CONTRACTOR shall erect and

properly maintain, as required by the conditions and progress of the work, all necessary safeguards, barricades and warning signs for the protection of workers and the public.

- D. The CONTRACTOR shall keep the Property free from refuse, rodents, debris, rubbish, waste and hazardous materials. All tools, construction materials, and machinery shall be removed promptly after the items are no longer necessary during the progress of the work. In the case of a dispute, the CITY may remove rubbish and debris and charge the cost to the CONTRACTOR, as the City's Representative shall determine to be just.

## 10. LEAD BASED PAINT

The CONTRACTOR shall ensure that all work is performed in compliance with the Lead-Based Paint Hazard Reduction Act of 1992 as amended, and all regulations, orders and rules issued there under. The CONTRACTOR assumes responsibility for knowing the content of the Lead-Based Paint laws and regulations and what safe work practices and protections are to be observed on the property, and shall apply the same as applicable.

## 11. ASBESTOS ABATEMENT

An asbestos abatement survey has been completed for this property and is attached as Appendix F. It contains information on any asbestos containing material found on the property. Even if no regulated asbestos containing material was found, a "Notification of Intent to Renovate/Demolish" must be submitted to the Michigan Department of Environmental Quality (DEQ) and/or the Michigan Department of Licensing and Regulatory Affairs (LARA) and the City of Warren, Office of Community Development, One City Square, Suite 210, Warren, Michigan, 48093, ten (10) days prior to the start of any work.

## 12. INSURANCE

- A. Prior to the commencement of any work under this Agreement, the CONTRACTOR, and all of its subcontractors shall procure and keep in force at all times until final payment is made, insurance coverage in the following types and limits:
1. Worker's Compensation Insurance:  
Insurance coverage in accordance with the Worker's Compensation Laws of the State of Michigan.
  2. Comprehensive Commercial General Liability Insurance:  
\$1,000,000 per occurrence of Combined Single Limit Coverage and \$2,000,000 general aggregate for bodily injury and property damage  
  
The policy shall include the following extensions:
    - a. Contractual Liability
    - b. Products and Completed Operations
    - c. Independent CONTRACTORS Coverage
    - d. Broad Form General Liability Extensions or equivalent
    - e. Coverage for X, C and U Hazards
  3. Automotive Liability Insurance:  
\$1,000,000 combined single limit for bodily injury and property damage for any auto, including hired autos and non-owned autos.

- B. The certificates of insurance shall be delivered to:

City of Warren  
c/o Community Development Program  
One City Square, Suite 210  
Warren, Michigan 48093

The CONTRACTOR shall also obtain and have on file certificates of insurance for all subcontractors meeting the above requirements. These shall be made available to the CITY upon request.

- C. The certificates of insurance (or applicable renewal certificates) in the name of the CONTRACTOR or subcontractor shall include an endorsement naming the City of Warren, City of Warren Municipal Building Authority, City of Warren Downtown Development Authority and their elected and appointed officers, employees, boards, commissions and agents as an additional insured.
- D. All insurance policies and certificates shall include a written provision providing 30 days prior written notice to the CITY of cancellation, non-renewal or material change or reduction of coverage. The CONTRACTOR shall cease operations on the occurrence of any such cancellation, material change or reductions, and shall not resume operations until new insurance is in force.
- E. The CONTRACTOR and any of its subcontractors shall maintain adequate insurance to cover any claims arising from or related to the performance of the work under this Agreement regardless of the limits imposed in this Agreement. The CONTRACTOR further agrees that the insurance coverage pursuant to this Agreement shall in no way limit the CONTRACTOR'S liabilities and responsibilities specified in this Agreement. The CONTRACTOR, and its subcontractor shall be responsible for any deductible on such policies, and will hold harmless and indemnify the City of Warren for any claim for any payment of a deductible.
- F. In addition to the above requirements (A-E), high hazard contractors and subcontractors shall, at the discretion of the City's Risk Manager, have the following:

Umbrella Liability  
\$2,000,000

High hazard contractors and subcontractors may include, but not be limited to, demolition contractors and contractors working within the right-of-way.

- G. In addition to the above requirements (A-E), sub-contractors used by the awarded bidder for **asbestos abatement services** must also have City of Warren, City of Warren Municipal Building Authority, City of Warren Downtown Development Authority and their elected and appointed officers, employees, boards, commissions and agents as an additional named insured on their certificates **and** have the following additional coverage:

Pollution Liability coverage

\$1,000,000

- H. In addition to the above requirements (A-E), **transporters of regulated hazardous waste including regulated asbestos containing materials** must also have City of Warren, City of Warren Municipal Building Authority, City of Warren Downtown Development Authority and their elected and appointed officers, employees, boards, commissions and agents as an additional named insured on their certificates **and** have the following additional coverage:

Truckers Pollution liability insurance in the amount of \$1,000,000 per occurrence (pollution liability endorsement number CA99481293 available on commercial auto policies).

### 13. ASSIGNMENT OF CONTRACT AND SUBCONTRACTS

The CONTRACTOR may not assign this Agreement without the written consent of the CITY. The CONTRACTOR shall ensure that its contractors and subcontractors are performing work on the Project under a written contract that contains, at a minimum, the report keeping, record access and retention; indemnification; insurance; nondiscrimination – equal employment opportunity; termination; patent and copyright; and construction requirements contained in this Agreement.

### 14. GUARANTEES AND WARRANTIES

- A. The CONTRACTOR warrants to the CITY that all materials, equipment and furnishings incorporated or otherwise used in construction or provided under this Agreement will be new and that the work will be good quality, professional, and free from faults and defects. The CONTRACTOR, at its expense, shall correct or replace defective work or materials for a period of 18 months from final payment. The CONTRACTOR shall also be responsible for the repair or replacement of any private or public property damaged during the course of the work.
- B. The CONTRACTOR must provide the CITY with a written warranty in a form approved by the CITY covering a period of eighteen (18) months from the final acceptance of all work required by this Agreement, regardless of whether the work was furnished by a subcontractor, laborer or supplier. This written warranty must be provided before the final payment or any of the retained percentage shall be paid to the CONTRACTOR. This warranty is fully transferable to any person who owns the work during the warranty period.
- C. The CONTRACTOR must provide the CITY with all manufacturers' and suppliers' written guarantees and warranties in a form approved by the CITY covering materials and equipment furnished under the Agreement. Neither final payment nor any of the retained percentage will be paid until the manufacturers' and suppliers' written guarantees and warranties are provided.
- D. All warranties and guarantees must be fully assignable to a subsequent owner or assignee of the Property.

### 15. CHANGE ORDERS

Change orders may be approved by the City Council in unavoidable and unanticipated situations, where the need for the item of work cannot be reasonably discovered until commencement of the rehabilitation work. The CONTRACTOR is not entitled to additional compensation for conditions that should have been anticipated or by reason of failing to become familiar with the site and nature of the Project.

Change orders must be fully documented with cost justification and must be signed and dated by the City Representative and CONTRACTOR, and approved by City Council prior to commencement of the work.

**16. RISK OF LOSS**

Regardless of the passage of title, the risk of loss to any of the work or any goods, materials, equipment and furnishings provided or to be provided under this Agreement shall remain with the CONTRACTOR at all times after the date of this Agreement until written final acceptance by the CITY. Should any of the work, goods, materials, equipment or furnishings be destroyed, mutilated, defaced or otherwise damaged, the CONTRACTOR shall repair or replace them at no extra cost to the CITY. Any insurance protection required by this Agreement shall in no way limit the responsibility of the CONTRACTOR under this section. The CONTRACTOR bears the responsibility of unforeseen circumstances, unusual weather conditions, disasters, acts of God or other *force majeure* causes. The CONTRACTOR shall be responsible for the care, protection and condition of any part of the Project and all equipment and materials at the Property until final acceptance of the work by the City.

**17. SURETY BONDS**

The Contractor shall procure, at his sole expense, the surety bonds as indicated below:

- A. The Contractor must obtain a Performance Bond in an amount equal to 100 percent of the Agreement Amount as security for the faithful performance of the Agreement and adherence to its requirements and obligations.
- B. The Contractor must obtain a Labor and Materials Bond in an amount equal to 100 percent of the Agreement Amount as security for the payment of all persons and entities performing labor on the project and furnishing materials and equipment in connection with the Agreement.
- C. The Contractor must obtain a Maintenance and Guarantee Bond in an amount equal to 100 percent of the Agreement Amount as security for the workmanship and materials for the work identified in the Agreement and said Bond shall cover an eighteen (18) month period after completion and final written acceptance of the rehabilitation work and issuance of final payment by the City of Warren.
- D. If, at any time, the City of Warren, for justifiable cause, shall be or become dissatisfied with any sureties pursuant to the Performance Bond, Labor and Materials Bond, and/or the Maintenance and Guarantee Bond, the Contractor shall within five (5) days after notice from the CITY so to do, substitute an acceptance bond (or bonds) in such form and sum signed by such other surety or sureties as may be satisfactory to the CITY. The premiums on such bonds shall be paid by the Contractor. No additional construction will be allowed and no further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished acceptable bonds to the CITY.
- E. All bonds shall be obtained from sureties authorized to do business in the State of Michigan and shall be for the benefit of the City of Warren in a form approved by the City of Warren City Attorney.
- F. The rights reserved by the CITY with respect to the bonds are in addition to all other rights of the CITY, whether reserved by the Agreement or authorized by law, and no such action, proceedings or exercise of a right with respect to such bonds shall affect any other rights the

CITY may have. In the event the CITY draws upon any bond, the Contractor shall restore the bond to the required amount and shall remain responsible for the costs of curing any violation not covered by the bond amount.

- G. The bonds shall be made in favor of the City of Warren, release of which is conditioned upon the faithful performance of the bonding company and the Contractor under the terms of the Agreement, and the bonds shall contain the following endorsement:

“It is hereby understood and agreed that this bond may not be canceled by the surety until sixty (60) days after receipt by the CITY, by registered mail, of written notice of such intent.”

## **18. PROTECTION FROM LIENS AND CLAIMS**

- A. The Contractor shall indemnify, defend and hold harmless the City of Warren from and against all liens and claims for payment from subcontractors, laborers and suppliers. The Contractor shall keep the work, materials and Properties free and clear of all liens, claims, and encumbrances arising from the performance of this Agreement by the Contractor, and its subcontractors, laborers, and suppliers. This obligation will survive termination.
- B. The Contractor shall provide all notices and communications to subcontractors, suppliers, and laborers consistent with the Michigan Construction Lien Act, MCLA 570.1101, et seq., Act No 497 of Public Acts of 1980, to protect the CITY from claims for payment.
- C. If, at any time, there shall be evidence of any lien or claim for which the CITY may be held liable, the CITY shall have the right to retain out of any payments then due or to become due to the Contractor an amount sufficient to completely indemnify the CITY against the lien or claim. In the event of any dispute between the contractor and any laborer, supplier or subcontractor which they are unable to resolve, the dispute shall be resolved by the City of Warren Community Development Block Grant Technical Committee. The CITY may make direct payment to the laborer, supplier or subcontractor to settle any disputes, and the payment amount shall be deducted from payments due the Contractor.

## **19. WAIVER**

Any payment for any part of the work under this Agreement, or any extension of the schedule, shall not operate as acceptance of the work or right to correction of defective work or materials. Any waiver of any provision or breach of this Agreement shall not be construed as a waiver of any subsequent breach of the Agreement, and shall not be construed to invalidate or modify any of the terms of this Agreement.

## **20. PROGRESS PAYMENTS**

At the request of the CONTRACTOR, progress payments may be made for satisfactory work according to the following schedules:

- A. For Agreements in the total amount of \$10,000 or less no progress payments will be issued.

- B. For Agreements in an amount greater than \$10,000 and less than \$50,000, one progress payment not to exceed 50% of the Agreement amount may be requested, provided the value of the work satisfactorily performed is equal to at least 80% of the Agreement amount.
- C. For Agreements in the total amount of \$50,000 or more, the CONTRACTOR may request a payment in an amount not to exceed 30% of the Agreement amount, provided that the value of the work satisfactorily performed is equal to at least 50% of the Agreement amount; a second payment in an amount not to exceed 30% of the Agreement amount, provided that the value of the work satisfactorily performed is equal to at least 75% of the contract amount; a third payment in an amount not to exceed 20% of the Agreement amount, provided that the value of the work satisfactorily performed is equal to at least 90% of the Agreement amount.

To initiate processing of each progress payment, the CONTRACTOR must submit an original invoice to the CITY along with any executed unconditional waivers of lien from laborers, suppliers, and subcontractors, and notarized executed sworn statement from the CONTRACTOR that all labor and material costs received to date have been paid in full. The City Representative will document that the value of work satisfactorily performed meets with the schedule above.

## **21. FINAL PAYMENT**

Final payment will be made at the request of the CONTRACTOR within 30 days after all of the following conditions are met:

- A. Work is completed to the satisfaction of the CITY. This will include approval of the rehabilitation work, final clean-up of work site and repairs to property damage as evidenced by a Final Inspection Report signed by the City Representative.
- B. Final completions issued by the City of Warren Building Department and/or the City of Warren Engineering Division for each permit and license.
- C. The property passes a lead-based paint clearance inspection, if necessary.
- D. CONTRACTOR submits fully executed change orders, **manifests from proper landfills for disposal of any asbestos containing materials or hazardous waste**, executed unconditional waivers of lien from laborers, suppliers, and subcontractors, and notarized executed sworn statement from the CONTRACTOR that all labor and material costs have been paid in full.
- E. CONTRACTOR provides a written warranty covering a period of eighteen (18) months from the final acceptance of all work required by this Agreement.
- F. CONTRACTOR provides all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Agreement.
- G. CONTRACTOR submits the following Section 3/ Vicinity Employment Forms (included in Appendix J) for CONTRACTOR and all subcontractors:
  - a. Contract Worksheet
  - b. Permanent Employee Listing

- c. Contract Workforce Need Assessment
- d. Employment Outreach
- e. Business Outreach
- f. New Hires
- g. New Hires Trained
- h. Section 3 Resident Certification, if required
- i. Section 3 Business Concern Certification, if required

To initiate processing of final payment, the CONTRACTOR must submit an original invoice to the CITY along with **manifests from proper landfills for disposal of any asbestos containing materials or hazardous waste**, executed unconditional waivers of lien from laborers, suppliers, and subcontractors, and notarized executed sworn statement from the CONTRACTOR that all labor and material costs have been paid in full. Upon submission of all required documentation, the City Representative will document the value of work satisfactorily performed.

The CONTRACTOR agrees and understands that it is the CONTRACTOR'S obligation to fulfill all of the above conditions, and the failure to comply with any of the above conditions shall result in the withholding of payment by the CITY pending resolution.

## **22. TERMINATION FOR CAUSE**

- A. The CITY may terminate this Agreement for cause for any of the following reasons:
  - CONTRACTOR abandons the work, or refuses or fails to prosecute the work or any separable part, with diligence in accordance with the timeframe specified in the Agreement.
  - CONTRACTOR is adjudged bankrupt, makes an assignment for the benefit of its creditors, or is appointed a receiver on account of his or her insolvency.
  - CONTRACTOR fails to supply enough properly skilled workers or proper materials.
  - CONTRACTOR fails to make prompt payment to subcontractors or for material or labor.
  - CONTRACTOR persistently disregards laws, ordinances or instructions of the CITY, or otherwise substantially violates any provision of this Agreement.
  - CONTRACTOR fails to properly perform work or to correct defective work.
- B. Prior to terminating this Agreement, the CITY shall give the CONTRACTOR seven (7) days notice to cure the default. If the CONTRACTOR fails to correct the default within that time period or fails to diligently proceed to remedy the default within that time period, the termination will become effective with no further notice to the CONTRACTOR.
- C. The CITY may take possession of the premises and of all materials, tools and appliances on the premises and finish the work by whatever method the CITY may deem necessary. In such case, the CONTRACTOR will not be entitled to receive any further payment until the work is finished. All costs or expenses incurred by the CITY as a result of the default, together with the cost of completing the work, shall be deducted from the compensation due to the CONTRACTOR.

**23. TERMINATION FOR CONVENIENCE OR LOSS OF FUNDING.**

The CITY may terminate this Agreement at any time for any reason by giving at least thirty (30) days notice in writing to the CONTRACTOR. The CITY may also terminate this Agreement in the event grant funds from the U.S. Department of Housing and Urban Development are recaptured or otherwise no longer made available. Upon written notice that this Agreement shall terminate for convenience or loss of funding the CONTRACTOR shall immediately cease all work, and terminate any order, commitment or subcontract. The CONTRACTOR shall be entitled to payment of its costs and work performed up to termination.

**24. INDEMNITY**

The CONTRACTOR, at its sole cost, shall indemnify, defend and hold harmless the CITY, and its officers, employees, agents, commissions and boards, for and from any liability, claims, demands, losses, judgments, suits, and expenses (including reasonable attorney fees) for any personal injury, property damage or death arising out of or related to the performance of this Agreement whether caused by the CONTRACTOR or any of its employees, volunteers, agents, or subcontractors.

The CONTRACTOR'S obligation to indemnify, defend and hold harmless shall include, without limitation, the failure to comply with any federal, state or local law, ordinance or regulation, property defects or conditions, supplier, contractor, laborer or other claims and liens, and any other injury arising from the performance under this Agreement, except those caused by the sole gross negligence of the CITY.

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

CONTRACTOR assumes for it and its employees and subcontractors all risks for any hazardous conditions and substances present on or about the Property and shall indemnify and hold harmless the CITY and its officers, employees, boards, commissions and agents for and from injury, damage or death caused by or related to dangerous or hazardous conditions, whether known or unknown.

The indemnification obligation shall survive termination or expiration.

**25. NOTICES**

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

Jim Holz  
City of Warren  
Community Development Program  
One City Square, Suite 210  
Warren, MI 48093

and addressed to the CONTRACTOR as follows:

Tom Joseph  
D & T Home Improvement  
75 Lafayette  
Mt. Clemens, MI 48043

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

**26. DISPUTE MEDIATION**

In the event of any dispute between the parties arising under this Agreement including any dispute relating to the extent and character of the activities performed, the CONTRACTOR and CITY consent to the mediation of such dispute by the Community Development Block Grant Technical Committee. The parties further agree that the determination of the Committee shall be final and binding, to the extent of the law, and the parties agree to abide by the decision of the Committee.

The decision of the City of Warren Community Development Block Grant Technical Committee may be entered as a judgment in an appropriate court of competent jurisdiction to the extent permitted by statutes of the State of Michigan concerning arbitrations and arbitration agreements as well as the Michigan Court Rules.

**27. NONDISCRIMINATION – EQUAL EMPLOYMENT OPPORTUNITY**

The CONTRACTOR must abide by Federal and local regulations pertaining to equal employment as set forth in Executive Order 11246 if applicable. During this Agreement, the CONTRACTOR agrees they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, height, weight, marital status, familial status or handicap.

The CONTRACTOR will take affirmative action to ensure nondiscrimination in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this nondiscrimination clause.

**28. SECTION 3 CLAUSE**

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

- C. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR'S commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The CONTRACTOR agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- H. CONTRACTOR shall use the Section 3/Vicinity Employment Forms in Appendix J to document that a good faith effort was made to comply with HUD Section 3 requirements.

## **29. VICINITY EMPLOYMENT**

The work to be performed under this agreement is subject to NSP3 vicinity employment requirements. To the maximum extent practical, CONTRACTOR must use qualified employees residing in NSP3 target areas labeled "Fitzgerald 3" or "Van Dyke 3" on attached map in Appendix J or use qualified businesses owned and operated by persons residing in NSP3 target areas labeled "Fitzgerald 3" or "Van Dyke 3" on attached map. CONTRACTOR shall use the Section 3/Vicinity Employment Forms in Appendix J to document that a good faith effort was made to comply with Vicinity Employment requirements.

**30. TITLE VI PLAN**

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

- A. **COMPLIANCE WITH REGULATIONS.** The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. **NONDISCRIMINATION.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.
- C. **SOLICITATION FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. **INFORMATION AND REPORTS.** The contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE.** In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  1. Withholding payments to the contractor under the contract until the contractor complies and/or
  2. Cancellation, termination or suspension of the contract, in whole or in part.
- F. **INCORPORATION OF PROVISIONS.** The contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of

the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**31. CONFLICT OF INTEREST - LOBBYING**

The Contractor covenants that no officer, member or employee presently has any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Activities of this Agreement. The Contractor further warrants it shall not and has not employed any person to solicit or secure this Agreement with the City upon any agreement or arrangement for payment of a commission, percentage, brokerage, or contingent fee, either directly or indirectly, and that if this warranty is breached, the City may, at its option, terminate this Agreement without penalty, liability, or obligation, or may, at its election, deduct from any amounts owed to the Contractor, the amount of any such commission, percentage, brokerage, or contingent fee.

**32. PATENTS AND COPYRIGHTS**

The Federal Government and the City of Warren shall retain rights in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grant, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

The U. S. Department of Housing and Urban Development and the City of Warren reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal or Local Government purposes: (1) The copyright in any work developed under this contract; and (2) Any rights of copyright to which the contractor purchases ownership through this contract.

**33. SEPARATE CONTRACTS**

The CITY reserves the right to perform work related to the Project, but which is not a part of this Agreement, and to award separate contracts in connection with other portions of the work not covered under this Agreement. The Contractor shall permit other contractors the right to use and store their materials on the Properties, to perform their work at the Property, and will cooperate with other contractors in the coordination of work.

**34. DOCUMENT INTERPRETATION**

In the event that any part of the Contract Documents are in conflict with any other part, the decision of the CITY as to which shall prevail shall be conclusive and binding.

**35. HEADINGS AND SEVERABILITY**

The headings of the sections in this Agreement are for convenience only and shall not be used to construe or interpret the scope or intent of the Agreement or in any way affect same. If any section or provision of this Agreement shall be found invalid, that provision shall be separable, and remainder shall have force and effect.

**36. GOVERNING LAW**

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

**37. EXECUTION**

The CONTRACTOR, to the best of its knowledge, represents and warrants to the CITY that all corporate actions and all governmental approvals necessary to the authorization, execution, delivery and performance of this Agreement have been taken and that it is ready and capable to perform its obligations. The CONTRACTOR further warrants that the person signing this Agreement is authorized to do so on behalf of the CONTRACTOR and is empowered to bind the CONTRACTOR to this Agreement. The CITY and the CONTRACTOR, by and through their duly authorized officers and representatives, have executed this Agreement as of the date first written above.

This AGREEMENT shall be binding upon the parties hereto and upon their respective heirs, executors, administrators, or assigns.

**SIGNATURES:**

**CITY OF WARREN**

Witnessed by:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
James R. Fouts, Mayor

\_\_\_\_\_  
Paul Wojno, Clerk

**CONTRACTOR:**

D & T Home Improvement

\_\_\_\_\_

\_\_\_\_\_  
Tom Joseph, Owner



**CITY CONTROLLER'S OFFICE**

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

JULY 6, 2015

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

SUBJECT: AWARD OF BID ITB-W-9212 PRINTING OF THE "NEWSBEAT" MAGAZINE

The Purchasing Department concurs with the Communications Department and recommends that ITB-W-9212 for Printing of four (4) issues (58,808 copies per issue) of the Newsbeat Magazine, be awarded to Printwell, Inc., 26975 Northline Road, Taylor, MI 48180, in the amounts shown on the bid tabulation, for a grand total not to exceed \$73,777.95.

On June 24, 2015 at 1:00 PM sealed bids were publicly opened for bid ITB-W-9212 for the printing of the Newsbeat Flyer. Bids were solicited through BidNet® (MITN). Nine (9) vendors responded with bids. These bids are summarized on the attached bid tabulation form submitted for your review.

Printwell, Inc. has completed work for the City in the past and the Communications Department has been pleased with their work.

Funds for this purchase will be available in the Communications Department Account: 9250-90001.

Respectfully Submitted,

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		7/6/15
Controller		7/6/15
MAYOR:		7.7.15

ITB-W-8804

BID SUMMARY  
70# Enamel Cover  
60# Gloss Text

PRINTING OF  
NEWSBEAT FLYER

City of Warren  
One City Square  
Warren MI 48093

BID: ITB-W-9212  
BID OPENING DATE: 6/24/2015  
DEPARTMENT: COMMUNICATIONS

**PRODUCT OR SERVICE: QUARTERLY NEWSBEAT**

BIDDER	TERMS	70# ENAMEL COVER, 60# GLOSS TEXT				POSSIBLE ADDITIONAL COSTS				TOTAL NOT TO EXCEED AMOUNT
		COST PER ISSUE (58,808 each issue)	TOTAL COST FOUR ISSUES (58,808 each issue)	ADDITIONAL COST PER M (if ordered at time of initial order)	ADDITIONAL COST PER ISSUE (to add one sheet (4 pages)	PRE-FLIGHT, PRE-PRESS CORRECTION FEES (Per Hour)	TOTAL NOT TO EXCEED AMOUNT			
ALLEGRA	NET 45	\$ 18,424.00	\$ 73,696.00	\$ 250.00	\$ 2,150.00	\$ 65.00	\$ 76,161.00			
AMERICAN DIRECT MAIL SVCS.	NET 45	\$ 25,215.00	\$ 100,860.00	\$ 370.00	\$ 2,923.00	\$ 60.00	\$ 104,213.00			
COLORTECH GRAPHICS, INC.	NET 30	\$ 29,992.08	\$ 119,968.32	\$ 383.00	\$ 2,530.00	\$ 75.00	\$ 122,956.32			
COMPTON PRESS INDUSTRIES	NET 45	\$ 20,768.00	\$ 83,072.00	\$ 332.00	\$ 2,190.00	\$ 50.00	\$ 85,644.00			
DEARBORN LIGHTOGRAPH, INC.	NET 30	\$ 18,980.00	\$ 75,920.00	\$ 289.00	\$ 2,100.00	\$ 85.00	\$ 78,394.00			
EP GRAPHICS	NET 30	\$ 18,342.00	\$ 73,368.00	\$ 278.04	\$ 2,488.00	\$ 80.00	\$ 76,214.04			
NPC	NET 30	\$ 19,400.00	\$ 77,600.00	\$ 320.00	\$ 22,600.00	\$ 90.00	\$ 100,610.00			
<b>PRINTWELL</b>	<b>NET 30</b>	<b>\$ 17,915.78</b>	<b>\$ 71,663.12</b>	<b>\$ 249.83</b>	<b>\$ 1,800.00</b>	<b>\$ 65.00</b>	<b>\$ 73,777.95</b>			
ULITHO	NET 30	\$ 24,310.00	\$ 97,240.00	\$ 345.00	\$ 2,580.00	\$ 75.00	\$ 100,240.00			



COMMUNICATIONS DEPARTMENT

5460 ARDEN  
WARREN, MI 48092-1190  
(586) 258-2000  
[www.cityofwarren.org](http://www.cityofwarren.org)

June 26, 2015

Mr. Craig Treppa  
Purchasing Agent  
One City Square, Suite 425  
Warren, Michigan 48093

Ms. Renee Rezak  
Budget Director  
One City Square, Suite 425  
Warren, MI 48093

Re: ITB-W-9212 - Printing of Newsbeat Magazine

Dear Craig and Renee:

This is a request for approval of Printwell, Inc., 26975 Northline Road., Taylor, MI 48180, for printing four issues of the Newsbeat Magazine and delivery to the post office, in accordance with the specification requirements of ITB-W-9212.

Printwell, Inc. was the low bid with a per issue cost of \$71,663.12 and the lowest bid for possible additional costs, including \$249.83 per 1,000 for additional pieces, \$1,800 per issue to add one sheet (four pages), and \$65.00 pre-flight, pre-press correction fees per hour, for a total cost not to exceed \$73,777.95. Printwell, Inc. is the same vendor that printed our Newsbeat Magazines in both 2013 and 2014. Funds for payment are available in Account No. 9250-90001 for the 2016 fiscal year.

Please accept this recommendation for the award bid and forward your recommendation for approval to Mayor Jim Fouts and the Warren City Council, for the July 28, 2015 meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tracey Perry", written over a large, decorative flourish that extends to the left and under the signature.

Tracey Perry  
Director

TP/jb

**RESOLUTION**

Document No: ITB-W-9212  
Product or Service: Printing of Newsbeat Magazines  
Requesting Department: Communications

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. Standard Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan,

PRESENT: Councilmembers: \_\_\_\_\_

ABSENT: Councilmembers: \_\_\_\_\_

the following preamble and resolution were offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_.

Sealed bids were accepted, publicly opened and read on June 24, 2015, at 1:00 p.m.

The following bids have been received by City Council:

BIDDER:

AMOUNT:

**Please see attached bid tabulation**

The bid of Printwell, Inc. has been determined to be the low responsible and cost-effective bid for award of printing four (4) issues (58,808 copies per issue), of the Newsbeat Magazine, to be printed quarterly, beginning November 2015, at a per issue

cost of \$17,915.78, and optional additional costs as detailed below, with the total cost not to exceed \$73,777.95. Funds are available in account No. 9250-90001.

Optional Additional Costs:

- a. Additional cost per 1,000 if ordered at time of initial order - \$249.83
- b. One additional sheet of print (four pages) - \$1,800.00 per issue
- c. Pre-flight, pre-press correction fees - \$65.00 per hour

IT IS RESOLVED, that the bid of Printwell, Inc. is hereby accepted by City Council.

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

- (check where applicable)
- 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

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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 29, 2015

TO: MR. SCOTT C. STEVENS, SECRETARY, WARREN CITY COUNCIL  
SUBJECT: AWARD OF BID ITB-W-9214 FOR PURCHASE OF SLAG, SAND & AGGREGATES

The Purchasing Division concurs with the Division of Public Works to recommend that City Council award bid ITB-W-9214 for furnishing Slag, Sand & Aggregates for a one (1) year period, to the sole bidder, Edw. C. Levy, 8800 Dix Avenue, Detroit, MI 48209, at the prices listed below in an annual amount not to exceed \$43,111.00.

Item #	Est. Tonnage	DESCRIPTION	PRICE PER TON	Total (Est. Qty. x Price)
1	2,200	5G BLAST FURNACE SLAG	\$ 15.12	\$ 33,264.00
2	300	22X SLAG	\$ 8.71	\$ 2,613.00
3	100	30A SLAG	\$ 15.12	\$ 1,512.00
4	350	1" - 3" SLAG	\$ 15.12	\$ 5,292.00
5	100	23A DENSE-GRADED AGGREGATE	\$ 13.58	\$ 1,358.00
6	100	PEA GRAVEL	\$ 16.85	\$ 1,685.00
<b>ESTIMATED ANNUAL GRAND TOTAL:</b>				<b>\$ 45,724.00</b>

On Wednesday, June 24, 2015 sealed bids were publicly opened for bid ITB-W-9214 Slag, Sand & Aggregates. Bids were solicited through BidNet® (MITN). Solicitations went out to one-hundred (100) vendors with one (1) vendor responding to the Invitation To Bid (ITB). The bid is summarized on the attached bid tabulation sheet for your review.

This award, if approved by City Council, will be for a term of one year from the official date of award. These materials will be used by various City departments including Water, Public Works, Sanitation, and Parks and Recreation in normal maintenance and construction operations. Edw. C. Levy has furnished the City with sand, slag, and aggregate for many years and the City has been pleased with their product and service.

Funds for these purchases were approved in the individual departmental budgets.

Respectfully submitted:

  
Craig Treppa  
Purchasing Agent

  
Tom Pawelkowski  
Superintendent, Water Division

  
Gus Ghanam  
Superintendent, DPW

Approved By:	Signature	Date
Budget Director:		7/6/15
Controller:		7/6/15
MAYOR:		7-7-15

BID SUMMARY

City of Warren  
 1 City Square  
 Warren MI 48093

BID: ITB-W-9214  
 Bid Opening Date: 6/24/2015  
 Department: Various

Product or Service: SAND, SLAG AND AGGREGATES

BIDDER	TERMS	ITEM 1	ITEM 2	ITEM 3	ITEM 4	ITEM 5	ITEM 6	ITEM 7	ITEM 8	GRAND TOTAL
		2,200	300	100	350	100	100	150	300	
		UNIT PRICING 5G BLAST FURNACE SLAG	UNIT PRICING 22X SLAG	UNIT PRICING 30A SLAG	UNIT PRICING 1"-3" SLAG	UNIT PRICING 23A DENSE GRADED AGGREGATE	UNIT PRICING PEA GRAVEL	UNIT PRICING TOPSOIL, CLEAN, SIFTED, BLACK	UNIT PRICING PLAYGROUND SAND	
EDW. C. Levy Co.	NET 30	\$ 15.12	\$ 8.71	\$ 15.12	\$ 15.12	\$ 13.58	\$ 16.85	No Bid	No Bid	\$ 45,724.00



- 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

**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 23, 2015

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-9221.

The Purchasing Department concurs with the Police Department and recommends that City Council waive the bidding procedure and authorize a one(1) year membership (July 1, 2015 through June 30, 2016) 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 annual amount not to exceed \$160,000.00, payable in quarterly estimated installments of \$40,000.00.

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 Police Department began utilizing CLEMIS' new report writing and records management system on May 1<sup>st</sup>, 2012. The result of this change is that the officers now have the ability to stay on the road and write reports on their vehicle's computers, which increases the amount of time the officers are available to serve the public.

A further value of the CLEMIS system is that it allows access to report information recorded by over ninety (90) other Law Enforcement Agencies in Michigan.

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

Respectfully Submitted,

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:	<i>Renee Repk</i>	6/24/15
Controller:	<i>John Malyszynski</i>	6/25/15
MAYOR:	<i>James G. ...</i>	7.7.15



June 11, 2015

**WARREN POLICE DEPARTMENT**

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

Mr. Craig Treppa  
Purchasing Agent

Dear Mr. Treppa:

The Warren Police Department is requesting a blanket purchase order to the Oakland County Treasurer's Office for the usage of Courts and Law Enforcement Management Information System also known as CLEMIS.

The CLEMIS system is vital in the facilitation of the department's computer-aided dispatch system. This system organizes and relays run information for the Police and Fire Departments from the CAD to the in-car computers. CLEMIS also facilitates the department's access to the Law Enforcement Information Network (LEIN), which allows officers to check the status of individual driver's 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.

On May 1, 2012, the Police Department began utilizing CLEMIS' new report writing and records management system. This change has allowed officers on the road to stay on the road and write reports in their vehicles, thus increasing the amount of time our officers are available to serve the public. It has also allowed for the sharing of information among 90 other Michigan law enforcement agencies, which helps increase our investigative skills and organizational planning capacities.

The Warren Police Department pays CLEMIS on a quarterly basis; therefore the purpose of this request is to provide for a blanket purchase order to pay quarterly bills for the period of July 1, 2015 through June 30, 2016. The estimated cost for CLEMIS usage per quarter is \$40,000.00 making an estimated annual cost of \$160,000.00.

The necessary funds are available in the Police contractual account #1301-80100 as adopted by the Warren City Council for the 2015/2016 fiscal year.

Respectfully submitted,

Dan Beck, Captain  
ADMINISTRATIVE SERVICES BUREAU

**RESOLUTION**

Document No: SOL-W-9221

Product or Service: Oakland County CLEMIS

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 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

IT IS RESOLVED, that the sole source purchase through Oakland County CLEMIS is hereby accepted by City Council for a one (1) year period beginning July 1, 2015 through June 30, 2016 in an amount not to exceed \$160,000.00, to be paid in 4 equal installments of \$40,000.00.

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

- Contract
- Resolution

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

AYES: Councilmembers: \_\_\_\_\_  
\_\_\_\_\_

NAYS: Councilmembers: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
SCOTT C. STEVENS  
Secretary of the Council  
Mayor Pro Tem





**CITY CONTROLLER'S OFFICE**

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

JUNE 19, 2015

TO: MR. SCOTT C. STEVENS, SECRETARY, WARREN CITY COUNCIL  
SUBJECT: SOL-W-9220; RECOMMENDATION TO FURNISH BALLOT CODING AND PROGRAMMING SERVICES FOR THE CITY CLERK'S OFFICE.

The Purchasing Division, in conjunction with the Clerk's Office, recommends that City Council waive the bidding procedure and authorize the purchase of Ballot Coding and Programming Services to the sole source provider, Melanie Weidmayer, 118E Main Street, P.O. Box 227, Manchester, MI 48158 for a five (5) year period in an amount not to exceed \$5,300 per election.

The Macomb County Clerk's office retained Melanie Weidmayer to prepare ballot coding and the programming of memory cards for all elections. All ballot barcodes are precinct specific and, once memory cards are prepared, they are distributed to the local clerk for placement within the voting machine. It is on these cards that all voting information is recorded and election results are modemed to the county after the polls have closed.

Ballot coding and the programming of cards interfaces with the county election program and it would be impossible to conduct an election without the coordination of her services with both the county and local clerk. Ms. Weidmayer has provided excellent on-time programming over the years and is known throughout the State as providing error-free ballot coding/programming for other Clerk's.

The Macomb County Clerk and the City of Warren's Clerk are very confident that Melanie Weidmayer will continue to provide excellent ballot and memory card programming in the future.

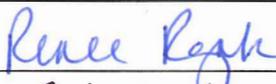
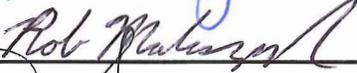
Therefore at this time, the City is requesting that Melanie Weidmayer, be named sole source for providing ballot programming/coding services. However, should a new vendor ever be selected by the County in the future to provide these services, a new request would be submitted to council for your concurrence.

Funding for this purchase is provided in account 1215-80600.

Respectfully Submitted,

  
Craig Treppa  
Purchasing Agent

  
Paul Wojno  
City Clerk

Approved By:	Signature	Date
Budget Director:		6/24/15
Controller:		6/25/2015
MAYOR:		7-2/15

**RESOLUTION**

Document No: SOL-W-9220

Product or Service: Furnish Ballot Coding and Programming Services

Requesting Department: City Clerk's Office

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 City Clerk has determined that it is necessary in the interests of the Clerk's Office and the City, to acquire Ballot Coding and Programming Services from the sole source provider, Melanie Weidmayer, 118E Main Street, P.O. Box 227, Manchester, MI 48158.

The Macomb County Clerk's office has designated Melanie Weidmayer as their source for ballot coding and programming services for all of the City's elections.

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

Funds are available in account number: 1215-80600.

IT IS RESOLVED, that the sole source purchase though Melanie Weidmayer is hereby accepted by City Council for a five (5) year period, commencing upon official date of City Council approval in an amount not to exceed \$5,300.00 per election.

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

- Contract
- Resolution

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

AYES: Councilmembers: \_\_\_\_\_

\_\_\_\_\_

NAYS: Councilmembers: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
SCOTT C. STEVENS  
Secretary of the Council  
Mayor Pro Tem





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

June 29, 2015

Mr. Scott C. Stevens  
Council Secretary  
City of Warren

**Re: Proposed Resolution Authorizing Exemption to Kiwanis Club of Warren for Sale and Consumption of Beer and Wine at the City Square Park during the 2015 Warren Birthday Bash**

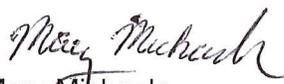
Dear Council Secretary Stevens:

Attached please find the above-referenced resolution to grant an exemption to the Kiwanis Club of Warren for the sale of beer and wine at the Warren City Square Park during the Warren Birthday Bash on Thursday August 27, 2015 through Sunday August 30, 2015.

The Kiwanis Club of Warren is a community service organization that has been a registered Michigan non-profit corporation since 1957, conducts meetings in Warren, and has been committed to community service for the past several years. Accordingly, the resolution recognizes the organization as a civic organization operating in the City of Warren, and approves the exemption subject to compliance with the provisions of Section 23-17 of the Codes of Ordinances. The Kiwanis Club will submit the bond and insurance to Parks and Recreation Director Henry Bowman, and will obtain a license prior to the event.

If acceptable, please submit the proposed resolution to Council for consideration on Tuesday, July 14, 2015.

Respectfully,

  
Mary Michaels  
Acting City Attorney

MM/vlt Ltr to S Stevens re Exemption to Warren Kiwanis re Birthday Bash 2015 ID 56308

cc: Jere Green, Police Commissioner

Approved:

  
James R. Fouts  
Mayor

  
Henry Bowman  
Parks and Recreation Director

**RESOLUTION AUTHORIZING EXEMPTION TO KIWANIS CLUB OF WARREN, MICHIGAN  
FOR SALE AND CONSUMPTION OF BEER AND WINE AT CITY SQUARE PARK  
DURING WARREN BIRTHDAY BASH AUGUST 27 THROUGH AUGUST 30, 2015**

---

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on July 14, 2015 at 7 p.m. \_\_\_\_\_ Time at the Warren Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers \_\_\_\_\_

---

ABSENT: Councilmembers \_\_\_\_\_

The following preamble and resolutions were offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_:

The 2014 Warren Birthday Bash will be held from Thursday, August 27, 2015 through Sunday, August 30, 2015 within the City Square Park campus.

The Kiwanis Club of Warren, Michigan (Warren Kiwanis Club) is a community service organization that has been registered as a Michigan non-profit since 1957. The Warren Kiwanis Club maintains an office within the City of Warren, and has been committed to serving the interests and welfare of the community for the past several years.

The Warren Kiwanis Club submitted an application for a special license from the Michigan Liquor Control Commission to sale beer and wine at the Event, and is requesting City Council's approval of an exemption under section 23-17(b) of the Warren Code of Ordinances to allow the sale and consumption of alcohol in the City Square Park during the Birthday Bash.

The Police Commissioner has reviewed and approves of the organization's application for a special license with the Michigan Liquor Control Commission for the sale of beer and wine, subject to submission of its bond.

The Director of Parks and Recreation is recommending an exemption under WCO 23-17(b) for the Warren Kiwanis Club to permit the sale and consumption of beer and wine at the City Square Park during the Birthday Bash on Thursday, August 27 and Friday, August 28, from 10 a.m. to 11 p.m., and Saturday, August 29, Noon to 11 p.m. and Sunday, August 30, from Noon to 10 p.m.

**THEREFORE, IT IS RESOLVED**, that the Council recognizes the Kiwanis Club of Warren, Michigan, as a civic organization operating in the City of Warren.

**IT IS FURTHER RESOLVED**, that the Kiwanis Club of Warren is granted an exemption under section 23-17(b) of the Warren Code of Ordinances to allow the sale and consumption of beer and wine at the City Square Park, One City Square, Warren, Michigan, in connection with the Warren Birthday Bash from Thursday, August 27 to Sunday, August 30, 2015.

**IT IS FURTHER RESOLVED**, that the exemption to the Kiwanis Club for the sale and consumption of beer and wine in the City Square Park is subject to compliance with all requirements and conditions set forth in section 23-17 of the Warren Code of Ordinances, and approval of a special license from the Michigan Liquor Control Commission.

AYES: Councilmembers \_\_\_\_\_

NAYS: Councilmembers \_\_\_\_\_

RESOLUTION DECLARED ADOPTED this 14<sup>th</sup> day of July, 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 July 14, 2015.

\_\_\_\_\_  
PAUL WOJNO  
City Clerk



Michigan Department of Licensing and Regulatory Affairs  
 Liquor Control Commission (MLCC)  
 Constitution Hall - 525 W. Allegan, Lansing, MI 48933  
 Mailing Address: PO Box 30005, Lansing, MI 48909  
 Toll Free (866) 813-0011 • [www.michigan.gov/lcc](http://www.michigan.gov/lcc)

**Part I**

**Application for Special License for Sale of Beer and Wine Only or Beer, Wine and Spirits for Consumption on the Premises**

1. Application for  Wine Auction  Beer & Wine Only  Beer, Wine & Spirits

2. Has your organization previously received a special license?  Yes  No

3. When was your organization formed? (mm/dd/yyyy): 12/16/1957

**4. Applicant and Contact Information**

Name of applicant organization Kiwanis Club of Warren

Street Address, City, State, Zip Code 6015 E. Ten Mile Rd., Warren, MI 48091

Contact name David Richards Phone number 248-425-4934

E-mail address rodaverich@comcastg.net Fax number 586-268-8409

Provide a name and address of where the special license should be mailed, if not to the organization address listed above:

**5. Event Information - Attach a copy of your resolution or minutes from the meeting for your application to be considered**

Event date(s) and the hours of operation for each:

Thurs August 27, 2015 10am-11pm, Fri Aug 28, 2015 10am-11pm, Sat Aug 29, 2015 noon-11pm, Sun Aug 30, 2015 noon-10pm

Describe the type of event(s) being held for each date requested:

Warren Birthhday Bash Festival

Location Name: Warren City Square

Street Address: One City Square, Warren, MI 48093

This location is in the (city, incorporated village or township) of: Warren County of: Macomb

Is this event for a Millionaire Party?  Yes  No

If yes, have you obtained a Millionaire party license from the Michigan Gaming Control Board?  Yes  No

Will this event be held outdoors?  Yes  No

What are the dimensions of the proposed total area (indoor or outdoor)? 450 feet by 485 feet.

What is the type and height of the barrier that will be used to enclose the area?

Bicycyle Barricades (Metal) 4 feet tall

Describe the type of security that will be used for the event(s) and how they will be utilized to secure and monitor to prevent sales to minors and sales to visibly intoxicated persons.

Security Guards at all entrances and exits. All sellers will be using TAM.

In addition to the questions above it is your responsibility to submit a clear/legible diagram that contains the dimensions of the area, and how it will be contained and secured.



Department of Licensing and Regulatory Affairs

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**CORPORATE ENTITY DETAILS**

**Searched for:** KIWANIS CLUB OF WARREN, MICHIGAN

**ID Num:** 809142

**Entity Name:** KIWANIS CLUB OF WARREN, MICHIGAN

**Type of Entity:** Domestic Nonprofit Corporation

**Resident Agent:** BRIAN CRABTREE

**Registered Office Address:** 5188 VINCENT TRAIL SHELBY TWP MI 48316

**Mailing Address:** MI

**Formed Under Act Number(s):** 327-1931

**Incorporation/Qualification Date:** 12-16-1957

**Jurisdiction of Origin:** MICHIGAN

**Number of Shares:** 0

**Year of Most Recent Annual Report:** 14

**Year of Most Recent Annual Report With Officers & Directors:** 14

**Status:** ACTIVE **Date:** Present

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animals are attached to a leash, are prohibited.

(1) *Exceptions.*

(a) *Dog parks.* Upon written permission of the director of parks and recreation:

1. Leashed dogs shall be allowed in parks containing a dog park for the purpose of traveling directly to and from the designated dog park area.
2. Dogs, whether leashed or unleashed, shall be allowed in designated dog park areas consistent with posted rules as promulgated by the director of the department of parks and recreation. At a minimum, the rules shall include a provision requiring that dogs must be fully vaccinated against rabies, DHLPP, bordetella, and parvovirus by a licensed veterinarian.
3. The director of the department of parks and recreation, or his/her department-employed designee, has the sole authority to revoke permission to use the designated dog park areas, including confiscation of key passes and swipe cards. Accordingly, when the director or his/her designee learns or discovers that a person or persons used the designated dog park areas in violation of or not consistent with the rules promulgated by the director, the director or his designee shall: (1) provide the person or persons with notice of the violation within fourteen (14) days upon learning or becoming aware of the alleged violation; and (2) provide the person or persons the opportunity to respond to the alleged violation in writing. The director or his/her designee shall make a determination based upon violation and response, if any.

(b) *Venue agreement.* Upon written permission of the director of parks and recreation, animals may be permitted in a city park only if the following conditions are satisfied:

1. The applicant enters into a written agreement ("venue agreement") with the department of parks and recreation setting forth the terms and conditions that would allow animals in a city park. This agreement shall be reviewed by the city attorney as to form and substance.
2. The city park is greater than thirty-five (35) acres.
3. The applicant obtains the proper permits, licenses, and/or approval from all necessary city departments.
4. The applicant procures the appropriate public liability insurance for the event or activity. Approval of the coverage shall be obtained from the insurance manager and a copy of the certificate of insurance listing the city as an additional insured shall be filed with the insurance division.
5. The applicant shall not be permitted to sell, assign, bequeath or transfer its exemption to any person or entity without the consent of the department of parks and recreation. Any transfer or attempt to transfer without consent may result in automatic termination of any permitted exception.

(Code 1967, § 4-519; Ord. No. 8-566, § 1, 3-27-01; Ord. No. 80-586, § 1, 4-23-02; Ord. No. 80-613, § 1, 7-13-04; Ord. No. 80-666, § 1, 2-26-08)

**Cross reference**— Animals generally, Ch. 7.

**Sec. 23-17.** - Possession of alcoholic liquors.

(a) [*Prohibited; penalty.*] No person or entity shall bring into, possess or consume alcoholic liquors in a

city park, except as otherwise provided herein. A person who violates this section shall be guilty of a misdemeanor punishable by a fine not to exceed five hundred dollars (\$500.00) or imprisonment for a term not to exceed ninety (90) days, or both, plus costs and other sanctions for each violation.

- (b) *Exemption.* Alcohol is permitted in a city park only if:
- (1) The alcohol is sold for consumption on the premises, and
  - (2) The applicant seeking an exemption obtains city council approval by resolution authorizing the exemption.
- (c) *Definition. Civic organization.* As defined by 26 U.S.C. 501(c)(4) as amended, which includes but is not limited to, an organization or association not organized for profit but operates exclusively for the promotion of social welfare, the membership of which is limited to the employees of a designated person or persons in a particular municipality, and the net earnings of which are devoted exclusively to charitable, educational, or recreational purposes.
- (d) *[Prerequisites for exemption.]* The city council shall issue a resolution granting an exemption pursuant to section 23-17(b) if all of the following prerequisites are met:
- (1) The applicant is a bone fide civic organization which has met the following conditions:
    - a. The civic organization maintains a mailing address in the city;
    - b. The city council has recognized by resolution the organization as a civic organization operating in the city;
    - c. The organization has been in continuous existence for one (1) year before filing its application for an exemption pursuant to section 23-17(b).
  - (2) The applicant possesses a duly authorized special license for the sale of beer and wine at retail for consumption on the premises issued by the State of Michigan Liquor Control Commission;
  - (3) The applicant obtains the proper permits, licenses, and/or approval from all necessary city departments, including but not limited to, the city clerk, the police department, and the planning department. Before any permit, license, or approval is authorized by any city department, the applicant must submit to the reviewing department(s) copies of all documents completed and filed with the liquor control commission, including but not limited to, Form LC 108 and any other data required pursuant to Act No. 8 of the Public Acts of the Extra Session of 1933, as amended, being MCL 436.1 et seq.;
  - (4) The applicant must procure the appropriate public liability insurance for the event and/or activity. Approval of the coverage shall be obtained from the city insurance manager and a copy of the certificate of insurance listing the city as a name insured shall be filed with the insurance division;
  - (5) The applicant and/or its agents are in compliance with all city ordinances;
  - (6) No person except the applicant and/or its agents is permitted to bring, carry or sell alcohol in a city park;
  - (7) The applicant shall not sell, assign, bequeath, or transfer its exemption pursuant to section 23-17(b) to any person or entity. Any attempt to transfer or any violation of any provision in section 23-17 will result in automatic revocation of any permitted exemption.
- (e) *Severability.* If any part of this section or the application thereof to any person or circumstance shall be found to be invalid by any court, such invalidity shall not affect the remaining parts or application of this section which can be given effect without the invalid part or application, provided such remaining parts are not determined by the court to be inoperable, and to this end all provisions of this section are declared to be severable.



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

**TO:** Mr. Scott C. Stevens, City Council Secretary

**FROM:** Engineering Division

**DATE:** July 2, 2015

**RE: CONSIDERATION AND ADOPTION OF RESOLUTION to approve Contract Modification No. 1 and FINAL to City Contract JS-14-587, 2014 Joint and Crack Sealing Program (Michigan Joint Sealing, Inc.) resulting in an increase in contract amount by \$5,102.90, and to approve Payment No. 4 and Final to Michigan Joint Sealing, Inc. in the amount of \$17,603.04.**

Attached hereto is a copy of the proposed Contract Modification No. 1 and Final to the City Contract JS-14-587, 2014 Joint and Crack Sealing Program.

The contract modification is for the final adjustment of quantities and balancing the original pay items to as-constructed quantities, resulting in an increase to the original contract amount by \$5,102.90.

It is the Engineering Division's recommendation that the Warren City Council approve the Contract Modification No. 1 and Final to the City Contract JS-14-587, 2014 Joint and Crack Sealing Program as presented in the attached Contract Modification No. 1 and Final.

Additionally, it is recommended that Payment No. 4 and Final for the work completed under the contract JS-14-587, 2014 Joint and Crack Sealing Program, in the amount of \$17,603.04 be issued to Michigan Joint Sealing, Inc. within three (3) days of City Council's approval of the attached Contract Modification No. 1 and Final.

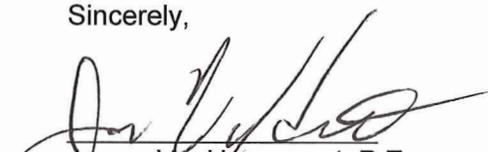
Please place this item on the next available City Council agenda for consideration.

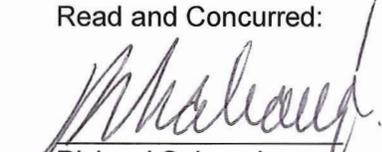
Should you have any questions regarding this matter, I can be reached in my office at (586) 759-9302.

Sincerely,

Read and Concurred:

Read and Concurred:

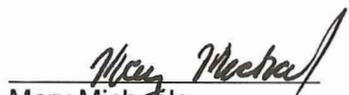
  
 James VanHavermaat, P.E.  
 City Engineer

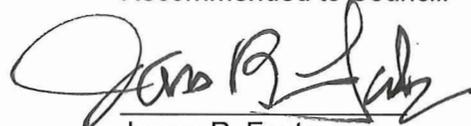
  
 Richard Sabaugh  
 Public Service Director

  
 Renee Rezak  
 Budget Director

Approved as to Form:

Recommended to Council:

  
 Mary Michaels  
 Acting City Attorney

  
 James R. Fouts  
 Mayor

JVH/jmr

Attach: Contract Modification No. 1 and Final, Proposed Resolution, Copy of Pmt. #4 and Final

**RESOLUTION APPROVING CONTRACT MODIFICATION NO. 1 AND FINAL  
TO CITY CONTRACT JS-14-587  
2014 JOINT AND CRACK SEALING PROGRAM  
(MICHIGAN JOINT SEALING, INC.)**

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

PRESENT: Councilmembers \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Councilmembers \_\_\_\_\_

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

Michigan Joint Sealing, Inc. and the City of Warren entered into a contract titled JS-14-587, 2014 Joint and Crack Sealing Program.

The City Engineer recommends approval of the attached Contract Modification No. 1 and Final as submitted, balancing the original contract pay items to as-constructed quantities, thereby increasing the original contract amount by \$5,102.90.

The City Engineer further recommends that Payment No. 4 and Final for the work completed under the contract JS-14-587, 2014 Joint and Crack Sealing Program in the amount of \$17,603.04 be issued to Michigan Joint Sealing, Inc. within three (3) days of the City Council approval of the attached Contract Modification No. 1 and Final.

Funding is available in the 2015 MTOF, Major Streets Routine Maintenance, Joint Sealing (\$10,561.82) and 2015 MTOF, Local Streets Routine Maintenance, Joint Sealing funds (\$7,041.22) accounts.

THEREFORE, IT IS RESOLVED, that the City of Warren approves modifications to the Contract titled JS-14-587, 2014 Joint and Crack Sealing Program for adjustment of final project quantities and balancing the original contract pay items to as-constructed quantities, resulting in an increase of \$5,102.90 to the original contract amount, as presented in the attached Contract Modification No. 1 and Final.

IT IS FURTHER RESOLVED, that the Mayor and Clerk of the City of Warren are authorized to execute Contract Modification No. 1 and Final to City Contract JS-14-587, 2014 Joint and Crack Sealing Program in such form that meets with the approval of the City Attorney.

IT IS FURTHER RESOLVED, that Payment No. 4 and Final in the amount of \$17,603.04 payable to Michigan Joint Sealing, Inc. be issued within three (3) days of the City Council's approval of the Contract Modification No. 1 and Final.

AYES: Councilpersons \_\_\_\_\_  
\_\_\_\_\_

NAYES: Councilpersons \_\_\_\_\_  
\_\_\_\_\_

RESOLUTION DECLARED ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
SCOTT C. STEVENS  
Secretary of the Council  
Mayor Pro Tem

CERTIFICATION

STATE OF MICHIGAN     )  
  ) SS.  
COUNTY OF MACOMB    )

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

\_\_\_\_\_  
PAUL WOJNO  
City Clerk



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

**DATE:** July 2, 2015

**CONTRACT:** JS-14-587, 2014 Joint and Crack Sealing Program

**MODIFICATION NO.:** 1 and FINAL

**TO:** Michigan Joint Sealing, Inc.  
 28830 E. Eight Mile Road, Suite 103  
 Farmington Hills, MI 48336

**NECESSITY FOR REVISION:** Adjustment of final project quantities and balancing the original pay items to as constructed quantities.

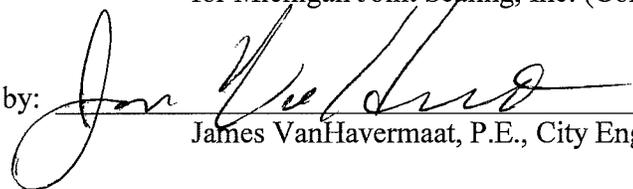
The adjustment in final quantities is as described in the attached table.

The sum of \$5,102.90 is hereby added to the original Contract amount of \$250,000.00 resulting in a final Contract amount of \$255,102.90.

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

Accepted by:   
 for Michigan Joint Sealing, Inc. (Contractor)

Date: 7-2-15

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

Date: 7/2/15

Approved by: Warren City Council

on Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
 James R. Fouts, Mayor

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
 Paul Wojno, City Clerk

Date: \_\_\_\_\_

**JS-14-587**  
**2014 Joint and Crack Sealing Program**  
*Final Adjustment of Quantities*

ITEM NO.	DESCRIPTION	UNITS	ORIGINAL BID QUANTITY	CONTRACT UNIT PRICE	ORIGINAL BID AMOUNT	FINAL CONTRACT QUANTITY	FINAL CONTRACT AMOUNT
1	CLEAN AND SEAL JOINTS AND RANDOM CRACKS, Complete	LF	320,000.0	\$ 0.74	\$ 236,800.00	308,005.0	\$ 227,923.70
2	HOT Poured RUBBER ASPHALT TYPE JOINT SEALING COMPOUND, Complete	LBS	80,000.0	\$ 0.52	\$ 41,600.00	52,260.0	\$ 27,175.20
3	JOINT SEALING INFORMATIONAL SIGNS	EA	400.0	\$ 0.10	\$ 40.00	40.0	\$ 4.00

Original Bid Amount	\$ 278,440.00
Original Contract Amount	\$ 250,000.00
Contract Mod. # 1 Increasing the Original Contract Amount	\$ 5,102.90
Final Contract Amount	\$ 255,102.90
Percent Change in Original Contract Amount	2.04%

**PAYMENT REQUEST**

Date : July 2, 2015

NOTE: Requires City Council Approval

To : Dave Smith, Accountant, Controller's Office

From : Engineering Division, City Engineer

Re : Payment No. 4 and FINAL  
Project No. JS-14-587  
Location Various  
Improvement: 2014 Joint and Crack Sealing Program

Payee : Michigan Joint Sealing, Inc.  
28830 E. 8 Mile Road, Suite 103  
Farmington Hills, MI 48336

Original Contract Amount	(City Council Approved 9/9/14)	<u>\$250,000.00</u>
Modification No. 1 and FINAL		<u>\$5,102.90</u>
Modification No. 2		<u>\$0.00</u>
Final Contract Amount		<u>\$255,102.90</u>
Total Work performed as of 6/26/15		<u>\$255,102.90</u>
Less Retainage		<u>\$0.00</u>
Net Amount Earned to Date		<u>\$255,102.90</u>
Amount of Previous Payment Requests		<u>\$237,499.86</u>

**Amount Due This Estimate**

**\$17,603.04**

Total Retainage Previously Withheld		<u>\$12,500.00</u>
2015 MTOF, Major Streets Routine Maint., Joint Sealing Portion		<u>\$7,500.00</u>
2015 MTOF, Local Streets Routine Maint., Joint Sealing Portion		<u>\$5,000.00</u>
Total Retainage Change this Pay Estimate		<u>-\$12,500.00</u>
2015 MTOF, Major Streets Routine Maint., Joint Sealing Portion		<u>-\$7,500.00</u>
2015 MTOF, Local Streets Routine Maint., Joint Sealing Portion		<u>-\$5,000.00</u>
Total Retainage		<u>\$0.00</u>
2015 MTOF, Major Streets Routine Maint., Joint Sealing Portion		<u>\$0.00</u>
2015 MTOF, Local Streets Routine Maint., Joint Sealing Portion		<u>\$0.00</u>
Administration Revenue @		<u>\$0.00</u>
Engineering Revenue @		<u>\$0.00</u>
Inspection Revenue	hrs @ \$65.0/hr and	<u>\$0.00</u>
Total Revenue Generated		<u>\$0.00</u>

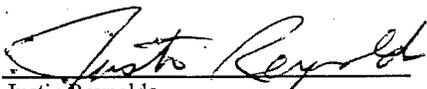
Chargeable to :

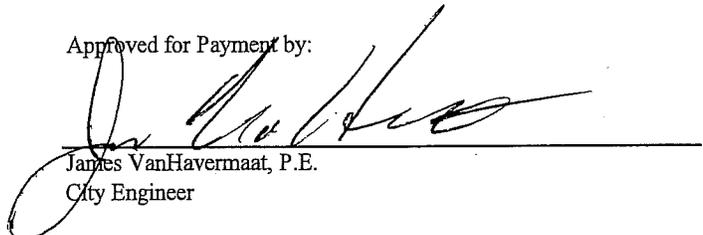
2015 MTOF, Major Streets Routine Maintenance, Joint Sealing (This Pay Estimate)	60.0%	<u>\$10,561.82</u>
2015 MTOF, Major Streets Routine Maintenance, Joint Sealing (Total)	60.0%	<u>\$153,061.74</u>
2015 MTOF, Local Streets Routine Maintenance, Joint Sealing (This Pay Estimate)	40.0%	<u>\$7,041.22</u>
2015 MTOF, Local Streets Routine Maintenance, Joint Sealing (Total)	40.0%	<u>\$102,041.16</u>

The total revenue generated should be transferred from the construction account to the City general fund and be credited as revenue generated by the Division of Engineering.

Prepared by:

Approved for Payment by:

  
Justin Reynolds  
Civil Engineer

  
James VanHavermaat, P.E.  
City Engineer

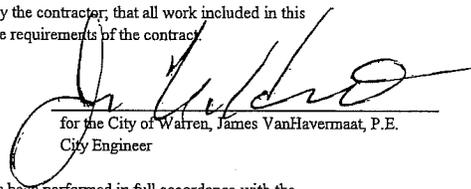
JS-14-587  
 2014 Joint and Crack Sealing Program  
 Estimate No. 4 and FINAL



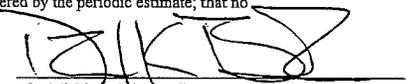
Contractor: Michigan Joint Sealing, Inc.  
 Address: 28830 E. 8 Mile Road  
 City: Farmington Hills, MI 48336

ITEM NO.	DESCRIPTION	UNITS	ORIGINAL CONTRACT QUANTITY	CONTRACT UNIT PRICE	ORIGINAL CONTRACT AMOUNT	QUANTITY PAID TO DATE	AMOUNT PAID TO DATE	QUANTITY THIS PAYMENT	AMOUNT THIS PAYMENT
1	CLEAN AND SEAL JOINTS AND RANDOM CRACKS, Complete	LF	320,000.0	\$ 0.74	\$ 236,800.00	308,005.0	\$ 227,923.70	6,896.0	\$ 5,103.04
2	HOT POURED RUBBER ASPHALT TYPE JOINT SEALING COMPOUND, Complete	LBS	80,000.0	\$ 0.52	\$ 41,600.00	52,260.0	\$ 27,175.20	0.0	\$ -
3	JOINT SEALING INFORMATIONAL SIGNS	EA	400.0	\$ 0.10	\$ 40.00	40.0	\$ 4.00	0.0	\$ -
Total Work Performed as of 6/26/15							\$ 255,102.90		\$ 5,103.04
Less Retainage			5.00%				\$ -		\$ (12,500.00)
Net Amount Earned							\$ 255,102.90		\$ 17,603.04
Less Previous Payments							\$ 237,499.86		\$ -
Total Balance Due this Estimate							\$ 17,603.04		\$ 17,603.04

I certify that I have checked this periodic estimate; that to the best of my knowledge and belief it is true and correct statement of work performed by the contractor; that all work included in this periodic estimate has been inspected by me or my duly authorized representative or assistants and it has been performed in full accordance with the requirements of the contract.

  
 for the City of Warren, James VanHavermaat, P.E.  
 City Engineer

According to the best of my knowledge and belief, I certify that all items and amounts shown on this periodic estimate are correct; that all work has been performed in full accordance with the requirements of the Contract, that the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by the periodic estimate; that no part of the "balance due this estimate" has been received. That payment of same due herewith, is without collusion and fraud in any respect.

  
 for Michigan Joint Sealing, Inc.  
 Contractor



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

June 25, 2015

Mr. Scott C. Stevens  
City Council Secretary

**RE: Request of the Engineering Division to approve Contract Modification No. 1 and FINAL and Payment No. 10 and FINAL to City Contract P-13-569, 2013 Pavement Repairs with Zuniga Cement Construction, Inc., for decrease in contract funding by \$2.22. CONSIDERATION AND ADOPTION OF A RESOLUTION**

On May 28, 2013, the City of Warren and Zuniga Cement Construction, Inc. entered into a contract to perform work specified in the contract documents for Project P-13-569, 2013 Pavement Repairs. Attached hereto is a copy of the proposed Contract Modification No. 1 and FINAL to the City Contract P-13-569, 2013 Pavement Repairs.

The contract modification is for the final adjustment of quantities and balancing the pay items to as-constructed quantities, resulting in a decrease from the original contract amount by \$2.22.

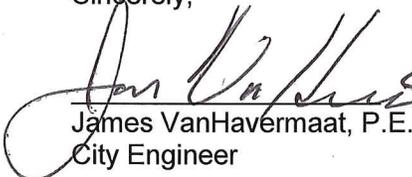
It is the Engineering Division's recommendation that the Warren City Council approve the Contract Modification No. 1 and FINAL to the City Contract P-13-569, 2013 Pavement Repairs as presented in the attached Contract Modification No. 1 and FINAL.

Additionally, it is recommended that Payment No. 10 and FINAL for the work completed under the contract P-13-569, 2013 Pavement Repairs, in the amount of \$37,928.17 be issued to Zuniga Cement Construction, Inc., within three (3) days of approval of the attached Contract Modification No. 1 and FINAL.

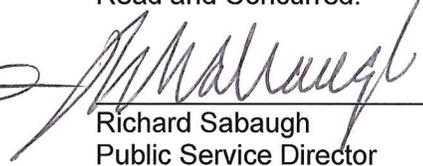
Please place this item on the next available City Council agenda for consideration.

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

Sincerely,

  
James VanHavermaat, P.E.  
City Engineer

Read and Concurred:

  
Richard Sabaugh  
Public Service Director

Funding Approval:

  
Renee Jones-Rezak  
Budget Director

Approved as to Form:

  
Mary Michaels  
Acting City Attorney

Recommended to Council:

  
James R. Fouts  
Mayor

JVH/jmr

Attachment: Contract Modification No. 1 and FINAL, 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

**DATE:** June 25, 2015

**CONTRACT:** P-13-569, 2013 Pavement Repairs

**CONTRACT MODIFICATION NO.:** 1 and Final

**TO:** Zuniga Cement Construction, Inc.  
22500 Ryan Road  
Warren, MI 48091

NECESSITY FOR REVISION: Adjustment of final project quantities.

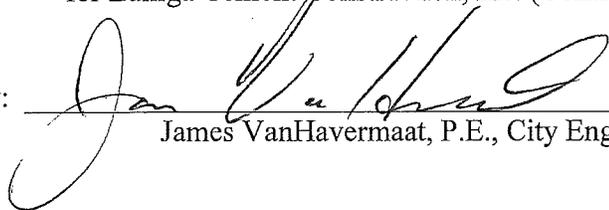
The adjustment in final quantities is as described in the attached table.

The sum of \$2.22 is hereby deducted to the current Contract Amount of \$758,563.50 resulting in a final Contract price of \$758,561.28.

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: 6/25/15

Approved by: Warren City Council \_\_\_\_\_

on Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
James R. Fouts, Mayor

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
Paul Wojno, City Clerk

Date: \_\_\_\_\_

**P-13-569**  
**2013 Pavement Repairs**  
*Final Adjustment of Quantities*  
Contractor: Zuniga Cement Construction, Inc.

ITEM NO.	DESCRIPTION	UNITS	ORIGINAL CONTRACT QUANTITY	CONTRACT UNIT PRICE	ORIGINAL CONTRACT AMOUNT	FINAL CONTRACT QUANTITIES	FINAL CONTRACT AMOUNT	CHANGE CONTRACT QUANTITY	CHANGE CONTRACT AMOUNT
1	REMOVE AND REPLACE 6" THICK CONCRETE PAVEMENT Using M.D.O.T. Grade P1 6.0 Sack Mix	SYD	15,000.0	\$ 36.25	\$ 543,750.00	15,433.00	\$ 559,446.25	433.00	\$ 15,696.25
2	REMOVE AND REPLACE 8" THICK CONCRETE PAVEMENT Using M.D.O.T. Grade P1 7.0 Sack Mix	SYD	3,300.0	\$ 38.25	\$ 126,225.00	3,262.9	\$ 124,805.93	(37.10)	\$ (1,419.08)
3	REMOVE AND REPLACE 9" to 12" THICK CONC. PAVEMENT Using M.D.O.T. Grade P1 7.0 Sack Mix	SYD	150.0	\$ 42.00	\$ 6,300.00	81.9	\$ 3,439.80	(68.10)	\$ (2,860.20)
4	REMOVE AND REPLACE 4" THICK CONCRETE SIDEWALK Using M.D.O.T. P 1 6.0 Sack Mix	SF	2,150.0	\$ 2.95	\$ 6,342.50	1,785.4	\$ 5,266.93	(364.60)	\$ (1,075.57)
5	REMOVE AND REPLACE 6" THICK CONCRETE SIDEWALK, HANDICAP RAMP OR DRIVE APPROACH Using M.D.O.T. P 1 6.0 Sack Mix	SF	1,900.0	\$ 3.15	\$ 5,985.00	4,550.3	\$ 14,333.45	2,650.30	\$ 8,348.45
6	REMOVE AND REPLACE 8" THICK CONCRETE SIDEWALK, HANDICAP RAMP OR DRIVE APPROACH Using M.D.O.T. P1, 7 Sack, HE Mix	SF	500.0	\$ 4.00	\$ 2,000.00	485.6	\$ 1,942.40	(14.40)	\$ (57.60)
7	REMOVE EX. CATCH BASIN AND INSTALL NEW TYPE "B" (2' DIA. W/2' SUMP) CATCH BASIN, Complete including adjusting rings, and structure seal	EA	11.0	\$ 610.00	\$ 6,710.00	9.0	\$ 5,490.00	(2.00)	\$ (1,220.00)
8	REMOVE EX. CATCH BASIN AND INSTALL NEW TYPE "A" (4' DIA. W/3' SUMP) CATCH BASIN, Complete including adjusting rings and structure seal	EA	5.0	\$ 610.00	\$ 3,050.00	0.0	\$ -	(5.00)	\$ (3,050.00)
9	REBUILD EX. TYPE "B" (2' DIA.) CATCH BASIN	VFT	25.0	\$ 170.00	\$ 4,250.00	25.1	\$ 4,267.00	0.10	\$ 17.00
10	REBUILD EX. TYPE "A" (4' DIA.) CATCH BASIN	VFT	40.0	\$ 170.00	\$ 6,800.00	32.5	\$ 5,525.00	(7.50)	\$ (1,275.00)
11	STANDARD FRAME FOR MANHOLE OR CATCH BASIN	EA	16.0	\$ 170.00	\$ 2,720.00	39.0	\$ 6,630.00	23.00	\$ 3,910.00
12	STANDARD COVER FOR MANHOLE OR CATCH BASIN	EA	16.0	\$ 20.00	\$ 320.00	8.0	\$ 160.00	(8.00)	\$ (160.00)
13	REMOVE EX. STORM SEWER PIPE AND INSTALL 12" DIA. SCH 80 PVC PIPE (ASTM D-1785)	LF	100.0	\$ 8.00	\$ 800.00	30.0	\$ 240.00	(70.00)	\$ (560.00)
14	M.D.O.T. DRUM (furnished and operated)	EA	2,500.0	\$ 0.10	\$ 250.00	2,034.0	\$ 203.40	(466.00)	\$ (46.60)
15	M.D.O.T. W 20-1 "CONSTRUCTION AHEAD" SIGN (with support, furnished and operated)	EA	200.0	\$ 0.20	\$ 40.00	0.0	\$ -	(200.00)	\$ (40.00)
16	M.D.O.T. TYPE B ILLUMINATED FLASHING ARROW BOARD (with support, furnished and operated)	EA	10.0	\$ 1.00	\$ 10.00	5.0	\$ 5.00	(5.00)	\$ (5.00)
17	M.D.O.T. R 5-18b "INJURE/KILL A WORKER \$7500 + 15 YEARS" SIGN, (with support, furnished and operated)	EA	10.0	\$ 0.20	\$ 2.00	0.0	\$ -	(10.00)	\$ (2.00)
18	M.D.O.T. R 5-18a "TO PROTECT HIGHWAY WORKERS FINES DOUBLED IN WORK ZONES" SIGN (with support, furnished and operated)	EA	10.0	\$ 0.20	\$ 2.00	0.0	\$ -	(10.00)	\$ (2.00)

**P-13-569**  
**2013 Pavement Repairs**  
*Final Adjustment of Quantities*  
Contractor: Zuniga Cement Construction, Inc.

ITEM NO.	DESCRIPTION	UNITS	ORIGINAL CONTRACT QUANTITY	CONTRACT UNIT PRICE	ORIGINAL CONTRACT AMOUNT	FINAL CONTRACT QUANTITIES	FINAL CONTRACT AMOUNT	CHANGE CONTRACT QUANTITY	CHANGE CONTRACT AMOUNT
19	M.D.O.T. W 21-4 "ROAD WORK AHEAD" SIGN (with support, furnished and operated)	EA	350.0	\$ 0.20	\$ 70.00	89.0	\$ 17.80	(261.00)	\$ (52.20)
20	M.D.O.T. W 20-5a "RIGHT (OR LEFT) LANE CLOSED AHEAD" (with support, furnished and operated)	EA	10.0	\$ 0.20	\$ 2.00	0.0	\$ -	(10.00)	\$ (2.00)
21	M.D.O.T. R 5-18c "WORK ZONE BEGINS" SIGN (with support, furnished and operated)	EA	10.0	\$ 0.10	\$ 1.00	0.0	\$ -	(10.00)	\$ (1.00)
22	M.D.O.T. G 20-2 "END ROAD WORK" SIGN (with support, furnished and operated)	EA	10.0	\$ 0.10	\$ 1.00	0.0	\$ -	(10.00)	\$ (1.00)
23	INSTALL CLASS "A" SOD, ON 3" THICK TOPSOIL (complete with fine grading and watering)	SY	500.0	\$ 1.20	\$ 600.00	0.0	\$ -	(500.00)	\$ (600.00)
24	INSTALL SEED AND MULCH ON 3" THICK TOPSOIL (complete with fine grading and watering)	SY	900.0	\$ 0.20	\$ 180.00	561.0	\$ 112.20	(339.00)	\$ (67.80)
25	EXCAVATE UNSUITABLE SUBGRADE MATERIAL IN PAVEMENT PATCH REPAIRS AND INSTALL MDOT CLASS II GRANULAR BASE MATERIAL (CIP)	CY	150.0	\$ 0.10	\$ 15.00	0.0	\$ -	(150.00)	\$ (15.00)
26	INSTALL ADA COMPLIANT DETECTABLE WARNING STRIP AT HANDICAP RAMP, Armor Tile™ or Approved Equal (24" wide, Brick Red color)	LF	80.0	\$ 25.00	\$ 2,000.00	75.0	\$ 1,875.00	(5.00)	\$ (125.00)
27	BONDS, INSURANCE AND SET-UP EXPENSE (Not to exceed 3% of total bid amount)	LS	1.0	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00	0.00	\$ -
28	CREW DOWNTIME FOR LOCATING MIS-MARKED SERVICES OR FOR OTHER UNFORESEEN FIELD CONDITIONS	HR	10.0	\$ 1.00	\$ 10.00	4,151.7	\$ 4,151.65	4,141.65	\$ 4,141.65
29	REPAIR MIS-MARKED WATER SERVICE (Up to 2" in diameter)	EA	3.0	\$ 1.00	\$ 3.00	0.0	\$ -	(3.00)	\$ (3.00)
30	REMOVE AND REPLACE CONCRETE CURB & GUTTER, 6"-8"	LF	200.0	\$ 16.00	\$ 3,200.00	105.1	\$ 1,681.60	(94.90)	\$ (1,518.40)
31	REMOVE ONLY 4"-8" THICK CONCRETE SIDEWALK, HANDICAP RAMP OR DRIVE APPROACH (Along Sidewalk/Ramp Installations)	SF	200.0	\$ 0.75	\$ 150.00	534.5	\$ 400.88	334.50	\$ 250.88
32	VARIABLE HEIGHT SIDEWALK CURB (0"-6") Using M.D.O.T. P 1 6.0 Sack Mix	LF	50.0	\$ 10.00	\$ 500.00	356.7	\$ 3,567.00	306.70	\$ 3,067.00
33	INSPECTION HOURS - STRAIGHT TIME	HR	265.0	\$ 65.00	\$ 17,225.00	187.1	\$ -	(77.90)	\$ (17,225.00)
34	INSPECTION HOURS - OVERTIME 1	HR	45.0	\$ 90.00	\$ 4,050.00	80.9	\$ -	35.90	\$ (4,050.00)
Contract Amount					\$ 758,563.50				
Contract Modification No. 1 Decreasing the Amended Contract Amount					\$ (2.22)				
Final Contract Amount					\$ 758,561.28				
Percent Change in Amended Contract Amount					0.000%				

**RESOLUTION APPROVING CONTRACT MODIFICATION NO. 1 AND FINAL  
AND PAYMENT NO. 10 AND FINAL  
TO CITY CONTRACT P-13-569, 2013 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 \_\_\_\_\_, 20\_\_\_\_, at 7:00 p.m. Eastern \_\_\_\_\_ Time, in Council Chambers located at Warren Community Center Auditorium, 5460 Arden Ave., Warren, Michigan.

PRESENT: Councilmembers \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Councilmembers \_\_\_\_\_

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

Zuniga Cement Construction, Inc. and the City of Warren entered into a contract titled P-13-569, 2013 Pavement Repairs.

The Engineering Division recommends approval of the attached Contract Modification No. 1 and FINAL as submitted, thereby decreasing the original contract amount by \$2.22.

The Engineering Division further recommends that Payment No. 10 and FINAL in the amount of \$37,928.17 for the work completed under the contract P-13-569, 2013 Pavement Repairs be issued to Zuniga Cement Construction, Inc. within three (3) days of the City Council approval of the attached Contract Modification No. 1 and FINAL.

Funding is available in the Special Revenue Fund 9204-97400, 2011 Local Street Repairs & Replacement.

THEREFORE, IT IS RESOLVED, that the City of Warren approves modifications to the Contract titled P-13-569, 2013 Pavement Repairs for adjustment of final project quantities and payment to the Contractor for all work completed resulting in a decrease of \$2.22 to the original contract amount, as presented in the attached Contract Modification No. 1 and FINAL.

IT IS FURTHER RESOLVED, that the Mayor and Clerk of the City of Warren are authorized to execute Contract Modification No. 1 and FINAL to City Contract P-13-569, 2013 Pavement Repairs in such form that meets with the approval of the City Attorney.

IT IS FURTHER RESOLVED, that Payment No. 10 and FINAL in the amount of \$37,928.17 payable to Zuniga Cement Construction, Inc. be issued within three (3) days of the City Council's approval of the Contract Modification No. 1 and FINAL.

AYES: Councilpersons \_\_\_\_\_

\_\_\_\_\_

NAYES: Councilpersons \_\_\_\_\_

\_\_\_\_\_

RESOLUTION DECLARED ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
SCOTT C. STEVENS  
Secretary of the Council  
Mayor Pro Tem

CERTIFICATION

STATE OF MICHIGAN     )  
  ) SS.  
COUNTY OF MACOMB    )

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

\_\_\_\_\_  
PAUL WOJNO  
City Clerk



PUBLIC SERVICE DEPARTMENT  
ENGINEERING DIVISION

# PAYMENT REQUEST

Date : June 25, 2015

NOTE: Requires City Council Approval

To : Dave Smith, Accountant, Controller's Office

From : Engineering Division

Re :	Payment No.	<u>10 and FINAL</u>	Payee :	<u>Zuniga Cement Construction, Inc.</u>
	Project No.	<u>P-13-569</u>		<u>22500 Ryan Road</u>
	Location	<u>City Wide</u>		<u>Warren, MI 48091</u>
	Improvement:	<u>2013 Pavement Repairs</u>		

Original Contract Amount	(City Council Approval 5/28/2013)	\$758,563.50	
Change Order No. 1		\$0.00	
Change Order No. 2		\$0.00	
Current Amended Contract Amount			\$758,563.50

Total Work performed as of 6/25/15	\$758,561.28
Less Retainage 0.00%	\$0.00
Net Amount Earned to Date	\$758,561.28
Amount of Previous Payment Requests	\$720,633.11

**Amount Due This Estimate** \$37,928.17

Retainage Previously Withheld	\$37,928.17
Retainage Change this Pay Estimate	-\$37,928.17

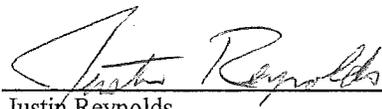
Engineering & Administration Revenue @ 7%		\$2,654.97
Inspection Revenue	0.0 hrs @ \$65.0/hr and 0.0 hrs @ \$90.0/hr	\$0.00
Total Revenue Generated		\$2,654.97

Chargeable to :

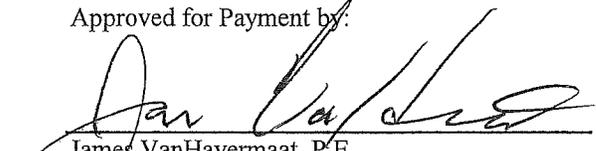
<b>Special Revenue Fund 9204-97400</b>	
2011 Local Street Repairs & Replacement	\$37,928.17

The total revenue generated should be transferred from the construction account to the City general fund and be credited as revenue generated by the Division of Engineering.

Prepared by:

  
 Justin Reynolds  
 Civil Engineer

Approved for Payment by:

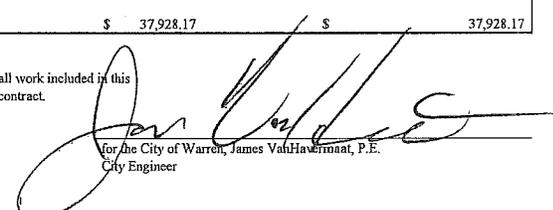
  
 James VanHavermaat, P.E.  
 City Engineer

cc: Payee

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY		AMOUNT	
						PAID TO DATE	THIS PAYMENT	PAID TO DATE	THIS PAYMENT
1	REMOVE AND REPLACE 6" THICK CONCRETE PAVEMENT Using M.D.O.T. Grade P1 6.0 Sack Mix	SYD	15,000.0	\$ 36.25	\$ 543,750.00	15,433.0	\$ 559,446.25	0.0	\$ -
2	REMOVE AND REPLACE 8" THICK CONCRETE PAVEMENT Using M.D.O.T. Grade P1 7.0 Sack Mix	SYD	3,300.0	\$ 38.25	\$ 126,225.00	3,262.9	\$ 124,805.93	0.0	\$ -
3	REMOVE AND REPLACE 9" to 12" THICK CONC. PAVEMENT Using M.D.O.T. Grade P1 7.0 Sack Mix	SYD	150.0	\$ 42.00	\$ 6,300.00	81.9	\$ 3,439.80	0.0	\$ -
4	REMOVE AND REPLACE 4" THICK CONCRETE SIDEWALK Using M.D.O.T. P 1 6.0 Sack Mix	SF	2,150.0	\$ 2.95	\$ 6,342.50	1,785.4	\$ 5,266.93	0.0	\$ -
5	REMOVE AND REPLACE 6" THICK CONCRETE SIDEWALK, HANDICAP RAMP OR DRIVE APPROACH Using M.D.O.T. P 1 6.0 Sack Mix	SF	1,900.0	\$ 3.15	\$ 5,985.00	4,550.3	\$ 14,333.45	0.0	\$ -
6	REMOVE AND REPLACE 8" THICK CONCRETE SIDEWALK, HANDICAP RAMP OR DRIVE APPROACH Using M.D.O.T. P1, 7 Sack, HE Mix	SF	500.0	\$ 4.00	\$ 2,000.00	485.6	\$ 1,942.40	0.0	\$ -
7	REMOVE EX. CATCH BASIN AND INSTALL NEW TYPE "B" (2' DIA. W/2' SUMP) CATCH BASIN, Complete including adjusting rings, and structure seal	EA	11.0	\$ 610.00	\$ 6,710.00	9.0	\$ 5,490.00	0.0	\$ -
8	REMOVE EX. CATCH BASIN AND INSTALL NEW TYPE "A" (4' DIA. W/3' SUMP) CATCH BASIN, Complete including adjusting rings and structure seal	EA	5.0	\$ 610.00	\$ 3,050.00	0.0	\$ -	0.0	\$ -
9	REBUILD EX. TYPE "B" (2' DIA.) CATCH BASIN	VFT	25.0	\$ 170.00	\$ 4,250.00	25.1	\$ 4,267.00	0.0	\$ -
10	REBUILD EX. TYPE "A" (4' DIA.) CATCH BASIN	VFT	40.0	\$ 170.00	\$ 6,800.00	32.5	\$ 5,525.00	0.0	\$ -
11	STANDARD FRAME FOR MANHOLE OR CATCH BASIN	EA	16.0	\$ 170.00	\$ 2,720.00	39.0	\$ 6,630.00	0.0	\$ -
12	STANDARD COVER FOR MANHOLE OR CATCH BASIN	EA	16.0	\$ 20.00	\$ 320.00	8.0	\$ 160.00	0.0	\$ -
13	REMOVE EX. STORM SEWER PIPE AND INSTALL 12" DIA. SCH 80 PVC PIPE (ASTM D-1785)	LF	100.0	\$ 8.00	\$ 800.00	30.0	\$ 240.00	0.0	\$ -
14	M.D.O.T. DRUM (furnished and operated)	EA	2,500.0	\$ 0.10	\$ 250.00	2,034.0	\$ 203.40	0.0	\$ -
15	M.D.O.T. W 20-1 "CONSTRUCTION AHEAD" SIGN (with support, furnished and operated)	EA	200.0	\$ 0.20	\$ 40.00	0.0	\$ -	0.0	\$ -
16	M.D.O.T. TYPE B ILLUMINATED FLASHING ARROW BOARD (with support, furnished and operated)	EA	10.0	\$ 1.00	\$ 10.00	5.0	\$ 5.00	0.0	\$ -
17	M.D.O.T. R 5-18b "INJURE/KILL A WORKER \$7500 + 15 YEARS" SIGN, (with support, furnished and operated)	EA	10.0	\$ 0.20	\$ 2.00	0.0	\$ -	0.0	\$ -
18	M.D.O.T. R 5-18a "TO PROTECT HIGHWAY WORKERS FINES DOUBLED IN WORK ZONES" SIGN (with support, furnished and operated)	EA	10.0	\$ 0.20	\$ 2.00	0.0	\$ -	0.0	\$ -
19	M.D.O.T. W 21-4 "ROAD WORK AHEAD" SIGN (with support, furnished and operated)	EA	350.0	\$ 0.20	\$ 70.00	89.0	\$ 17.80	0.0	\$ -
20	M.D.O.T. W 20-5a "RIGHT (OR LEFT) LANE CLOSED AHEAD" (with support, furnished and operated)	EA	10.0	\$ 0.20	\$ 2.00	0.0	\$ -	0.0	\$ -
21	M.D.O.T. R 5-18c "WORK ZONE BEGINS" SIGN (with support, furnished and operated)	EA	10.0	\$ 0.10	\$ 1.00	0.0	\$ -	0.0	\$ -
22	M.D.O.T. G 20-2 "END ROAD WORK" SIGN (with support, furnished and operated)	EA	10.0	\$ 0.10	\$ 1.00	0.0	\$ -	0.0	\$ -

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY		AMOUNT		
						PAID TO DATE	PAID TO DATE	THIS PAYMENT	THIS PAYMENT	
23	INSTALL CLASS "A" SOD, ON 3" THICK TOPSOIL (complete with fine grading and watering)	SY	500.0	\$ 1.20	\$ 600.00	0.0	\$ -	0.0	\$ -	
24	INSTALL SEED AND MULCH ON 3" THICK TOPSOIL (complete with fine grading and watering)	SY	900.0	\$ 0.20	\$ 180.00	561.0	\$ 112.20	0.0	\$ -	
25	EXCAVATE UNSUITABLE SUBGRADE MATERIAL IN PAVEMENT PATCH REPAIRS AND INSTALL MDOT CLASS II GRANULAR BASE MATERIAL (CIP)	CY	150.0	\$ 0.10	\$ 15.00	0.0	\$ -	0.0	\$ -	
26	INSTALL ADA COMPLIANT DETECTABLE WARNING STRIP AT HANDICAP RAMP, Armor Tile™ or Approved Equal (24" wide, Brick Red color)	LF	80.0	\$ 25.00	\$ 2,000.00	75.0	\$ 1,875.00	0.0	\$ -	
27	BONDS, INSURANCE AND SET-UP EXPENSE (Not to exceed 3% of total bid amount)	LS	1.0	\$ 15,000.00	\$ 15,000.00	1.0	\$ 15,000.00	0.0	\$ -	
28	CREW DOWNTIME FOR LOCATING MIS-MARKED SERVICES OR FOR OTHER UNFORESEEN FIELD CONDITIONS	HR	10.0	\$ 1.00	\$ 10.00	4,151.65	\$ 4,151.65	0.0	\$ -	
29	REPAIR MIS-MARKED WATER SERVICE (Up to 2" in diameter)	EA	3.0	\$ 1.00	\$ 3.00	0.0	\$ -	0.0	\$ -	
30	REMOVE AND REPLACE CONCRETE CURB & GUTTER, 6"-8"	LF	200.0	\$ 16.00	\$ 3,200.00	105.1	\$ 1,681.60	0.0	\$ -	
31	REMOVE ONLY 4"-8" THICK CONCRETE SIDEWALK, HANDICAP RAMP OR DRIVE APPROACH	SF	200.0	\$ 0.75	\$ 150.00	534.5	\$ 400.88	0.0	\$ -	
32	VARIABLE HEIGHT SIDEWALK CURB (0"-6") Using M.D.O.T. P 1 6.0 Sack Mix (Along Sidewalk/Ramp Installations)	LF	50.0	\$ 10.00	\$ 500.00	356.7	\$ 3,567.00	0.0	\$ -	
<b>TOTAL CONSTRUCTION COST</b>									\$ 737,288.50	\$ -
33	INSPECTION HOURS - STRAIGHT TIME	HR	265.0	65.0	\$ 17,225.00	187.1		0.0		
34	INSPECTION HOURS - OVERTIME 1	HR	45.0	90.0	\$ 4,050.00	80.9		0.0		
<b>TOTAL BID AMOUNT</b>									\$ 758,563.50	\$ -
Total Work Performed as of 6/25/15								\$ 758,561.28	\$ -	
Less Retainage								\$ -	\$ (37,928.17)	
Net Amount Earned								\$ 758,561.28	\$ 37,928.17	
Less Previous Payments								\$ 720,633.11		
Total Balance Due this Estimate								\$ 37,928.17	\$ 37,928.17	

I certify that I have checked this periodic estimate; that to the best of my knowledge and belief it is true and correct statement of work performed by the contractor; that all work included in this periodic estimate has been inspected by me or my duly authorized representative or assistants and it has been performed in full accordance with the requirements of the contract.

  
 for the City of Warren, James VanHavermaet, P.E.  
 City Engineer

According to the best of my knowledge and belief, I certify that all items and amounts shown on this periodic estimate are correct; that all work has been performed in full accordance with the requirements of the Contract, that the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by the periodic estimate; that no part of the "balance due this estimate" has been received. That payment of same due herewith, is without collusion and fraud in any respect.

for Zuniga Cement Construction, Inc.  
 Contractor



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

June 17, 2015

Mr. Scott C. Stevens  
City Council Secretary

**RE: CONSIDERATION and ADOPTION of a RESOLUTION to Award of Bid and Approve Contract for City Project PM-15-601, 2015 Pavement Marking Program (ITB-W-9129) with R.S. Contracting, Inc., the Low Bidder, in an amount not to exceed \$261,160.00, and authorizing the Mayor and Clerk to execute a Contract**

Sealed bids were received and publicly read aloud on June 10, 2015, for City Project PM-15-601, 2015 Pavement Marking Program (ITB-W-9129). This project was publicly advertised on the Michigan Inter-Governmental Trade Network (MITN) on May 28, 2015.

The project consists of applying pavement markings on various local and major streets throughout the City.

The low bidder is R.S. Contracting, Inc. in the low bid amount of \$261,160.00 as can be seen in the attached tabulation of bids.

R.S. Contracting, Inc. has successfully completed similar work in the City of Warren and the surrounding Metro area.

It is the Engineering Division's recommendation that the Warren City Council award the Contract PM-15-601, 2015 Pavement Marking Program to the low bidder, R.S. Contracting Inc. in the amount not to exceed \$261,160.00.

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

The availability of the 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 approval consideration.

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

Sincerely,

Read and Concurred:

Funding Approval:

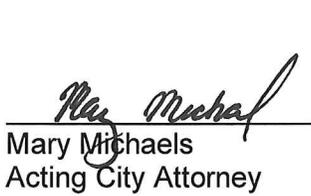
  
James VanHavermaat, P.E.  
City Engineer

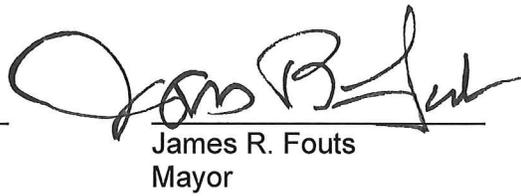
  
Richard Sabaugh  
Public Service Director

  
Renee Jones-Rezak  
Budget Director

Contract Form Approval:

Recommended to Council:

  
Mary Michaels  
Acting City Attorney

  
James R. Fouts  
Mayor

JVH/tgg

Attachment: Tabulation of Bids, City Council Resolution

**RESOLUTION TO AWARD BID AND APPROVE CONTRACT  
FOR  
CITY PROJECT PM-15-601, 2015 PAVEMENT MARKING PROGRAM (ITB-W-9129)  
TO R.S. CONTRACTING, INC.**

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 June 10, 2015, bids were received for City Project PM-15-601, 2015 Pavement Marking Program (ITB-W-9129) pursuant to the standard sealed bid procedure.

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

The City Engineer has recommended that the contract for City Project PM-15-601, 2015 Pavement Marking Program be awarded to the low bidder, R.S. Contracting, Inc., in the amount not to exceed \$261,160.00.

Funding is available in the 2016 Michigan Transportation Operating Fund - Major Streets Traffic Services, Pavement Marking line item (\$195,870.00) and in the 2016 Michigan Transportation Operating Fund - Local Streets Traffic Services, Pavement Marking line item (\$65,290.00).

The Contract Documents include the Advertisement, the Proposal, the Supplemental Specifications, Appendix, and the City of Warren form documents entitled Instructions to Bidders,

Contract, Performance Bond, Payment Bond for Labor, Materials and Equipment Rental, Certificate of Worker's Compensation Insurance and General Conditions.

THEREFORE, IT IS RESOLVED, pursuant to the recommendation of the City Engineer, that the City Council by formal motion approves the award of City contract PM-15-601, 2015 Pavement Marking Program to R.S. Contracting, Inc., in the low bid amount not to exceed \$261,160.00.

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 R.S. Contracting, Inc., 9276 Marine City Hwy., Casco Twp., MI 48064, to complete City Project PM-15-601, 2015 Pavement Marking Program in the amount not to exceed \$261,160.00, consistent with the terms of the bid for City Project PM-15-601, 2015 Pavement Marking Program 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





PUBLIC SERVICE DEPARTMENT  
ENGINEERING DIVISION

## Tabulation of Bids

City Project PM-15-601 (ITB-W-9129)

2015 Pavement Marking Program

Bid Opening Date: June 10, 2015

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	R.S. Contracting, Inc. 9276 Marine City Hwy. Casco Twp., MI 48064		P.K. Contracting, Inc. 1965 Barrett Troy, MI 48084	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	PAVEMENT MARKING, SPRAYABLE THERMOPLASTIC, 4 INCH, YELLOW	LF	420,000	\$0.123	\$51,660.00	\$0.12	\$50,400.00
2	PAVEMENT MARKING, SPRAYABLE THERMOPLASTIC, 4 INCH, WHITE	LF	150,000	\$0.123	\$18,450.00	\$0.12	\$18,000.00
3	PAVEMENT MARKING, OVERLAY COLD PLASTIC, 6 INCH, CROSSWALK	LF	40,000	\$2.00	\$80,000.00	\$2.10	\$84,000.00
4	PAVEMENT MARKING, OVERLAY COLD PLASTIC, 24 INCH, STOP BAR	LF	7,000	\$7.00	\$49,000.00	\$8.00	\$56,000.00
5	PAVEMENT MARKING, OVERLAY COLD PLASTIC, 18 INCH, STOP BAR	LF	3,000	\$5.50	\$16,500.00	\$6.00	\$18,000.00
6	PAVEMENT MARKING, OVERLAY COLD PLASTIC, ARROW	EA	50	\$100.00	\$5,000.00	\$105.00	\$5,250.00
7	PAVEMENT MARKING, OVERLAY COLD PLASTIC, ONLY	EA	50	\$100.00	\$5,000.00	\$105.00	\$5,250.00
8	PAVEMENT MARKING, OVERLAY COLD PLASTIC, RAIL ROAD, (Including all Three Stop Bars)	EA	4	\$450.00	\$1,800.00	\$450.00	\$1,800.00
9	PAVEMENT MARKING, OVERLAY COLD PLASTIC, SCHOOL	EA	20	\$200.00	\$4,000.00	\$175.00	\$3,500.00
10	REMOVE SPECIAL MARKINGS TO FACILITATE INSTALLATION OF NEW SPECIAL MARKINGS	SF	35,000	\$0.85	\$29,750.00	\$0.75	\$26,250.00
<b>TOTAL BID AMOUNT</b>					<b>\$261,160.00</b>		<b>\$268,450.00</b>



# WARREN CITY COUNCIL

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

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

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

Kelly Colegio  
Steven G. Warner

## Agenda Item Request Form

To: City Council of the City of Warren

From: Cecil St. Pierre

Date: June 30, 2015

Request: **CONSIDERATION AND ADOPTION OF A RESOLUTION to provide the local communities of Macomb County A Humane Pet Acquisition Ordinance.**

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**2015 RESOLUTION NO. R15-140**

*Official Resolution of the Board of Commissioners  
Macomb County, Michigan*

**Resolution Providing The Local Communities Of Macomb County  
A Model Humane Pet Acquisition Ordinance**

**Commissioner Fred Miller and Commissioner Kathy Tocco,  
On Behalf of the Board of Commissioners, Offer the Following Resolution:**

**WHEREAS**, according to the Humane Society of the United States it is estimated that there are about 10,000 commercial animal breeding facilities in the United States, less than 3,000 of which are regulated by the United States Department of Agriculture (USDA); and

**WHEREAS**, in 2010, the USDA's Office of the Inspector General (OIG), the law enforcement arm of the agency, released a report criticizing the USDA's long history of lax oversight of commercial dog breeders under the Animal Welfare Act. The report reviewed inspections and enforcement actions taken against dog dealers from 2006-2008 and found that USDA inspectors failed to cite or properly document inhumane treatment and brought little to no enforcement actions against violators; and

**WHEREAS**, the abuses of commercial animal breeding facilities, which are often known as puppy and kitten mills, are well documented and include over-breeding; inbreeding; minimal to non-existent veterinary care; lack of adequate food, water and shelter; lack of socialization; lack of adequate space; and the euthanization of unwanted animals. The inhumane conditions in these facilities can lead to health and behavioral issues with the animals, which many consumers are unaware of when purchasing animals from pet stores due to both a lack of education on the issue and misleading tactics of pet stores in many cases. These health and behavioral issues, which may not present themselves until years after the purchase of the animals, can impose exorbitant financial and emotional costs on consumers; and

**WHEREAS**, restrictions on the sales of animals in pet stores would help reduce the number of animals placed and euthanized in animal shelters. According to the Michigan Department of Agriculture and Rural Development (MDARD) Animal Shelter Activity reports, approximately 23,000 puppies and dogs were euthanized in 2013 (one in every four canines arriving at shelters, or 27%). Although, reasons for euthanasia are not tabulated by the department, open admission shelters using 21<sup>st</sup> century best practices, are finding that less than 10% of dog and cat intake of the shelter are euthanized for health and behavior issues; and

**WHEREAS**, by promoting the adoption of such dogs and cats, a local "Humane Pet Acquisition Ordinance" would reduce the financial burden on local taxpayers who pay much of the cost to care for and euthanize many animals; and

**WHEREAS**, there is a large financial benefit to consumers who adopt animals, as the \$180 fee charged by the Macomb County Animal Control is in many cases significantly lower than the cost of purchasing a dog or cat from a pet store; and

**WHEREAS**, across the country, thousands of independent pet stores, as well as, large chains operate profitably with a business model focused on the sale of pet services and supplies and not on the sale of dogs and cats. Many of these stores collaborate with local animal shelter and rescue organizations to offer space and support for showcasing adoptable homeless pets on their premises. In 2012, more than 100 Michigan pet supply stores took a pledge to not sell canines or felines; and

**WHEREAS**, pet store seizures can cost cities thousands of dollars to impound and care for neglected animals. For example, the city of Warren spent more than \$20,000 in 2013 on animal impound and veterinary care for one pet store seizure that brought in more than 200 animals; and

**WHEREAS**, in 2009, the MDARD stopped funding the Pet Store Program, leaving regulations to be enforced locally. Before ending the program, MDARD received upwards of 120 complaints for just one Mount Clemens pet store; and

**WHEREAS**, in the United States and Canada, more than 70 cities have enacted ordinances addressing the sale of puppy and kitten mill dogs and cats, including in Los Angeles, California; Albuquerque, New Mexico; Austin, Texas; Coral Gables, Florida; Toronto, Canada; and Glendale, California; and

**WHEREAS**, such an ordinance will help protect animals from inhumane conditions in commercial breeding facilities and stores, help reduce the number of healthy animals surrendered to local animal shelters and animal groups, reduce the financial burden experienced by local animal control organizations, and reduce the financial and emotional strain often experienced by unsuspecting citizens who unknowingly purchase animals that were bred in commercial animal breeding facilities.

**NOW THEREFORE BE IT RESOLVED** that the Macomb County Board of Commissioners shall draft a model Humane Pet Acquisition Ordinance to assist local municipalities in protecting the citizens of the County who may purchase cats or dogs from a pet store or other business establishment, promoting community awareness of animal welfare, fostering a more humane environment in the County and reducing costs to the County, the local communities and the residents.

**BE IT FURTHER RESOLVED** that the Macomb County Board of Commissioners disseminates to the local municipalities of Macomb County the model ordinance drafted by the County Corporation Counsel available in *Exhibit A* below for their consideration.

**BE IT FURTHER RESOLVED** that hard copies of this resolution, digital copies if possible, be provided to elected officials of Macomb County cities, townships, and villages, all Macomb County Electeds, Macomb County Animal Control Chief Jeff Randazzo, Macomb County Assistant Corporation Counsel Jill Smith, Michigan Department of Agriculture and Rural Development Director Jamie Adams, and Founder of Puppy Mill Awareness of Southeastern Michigan Pam Sordyl.



\_\_\_\_\_  
David  
Chairman, Macomb County Commission  
Commissioner, District 4



\_\_\_\_\_  
Fred Miller  
Macomb County Commissioner, District 9

*Kathy Jocco*

\_\_\_\_\_  
Kathy Jocco  
Macomb County Commissioner, District 11

*Carmella Sabaugh*

\_\_\_\_\_  
Carmella Sabaugh  
Macomb County Clerk/Register of Deeds

*Passed at 6/11/15 Full Board Meeting*

*Exhibit A:*

MODEL HUMANE PET ACQUISITION ORDINANCE

- I. **Definitions:** For purposes of this ordinance, the following definitions shall apply:
- A. **Animal Control Shelter:** A facility operated by a municipality for the impoundment and care of animals that are found in the streets or at large, animals that are otherwise held due to violations of a municipal ordinance or state law, or animals that are surrendered to the Animal Control Shelter.
  - B. **Animal Protection Shelter:** A facility operated by a person, humane society, a society for the prevention of cruelty to animals, or another nonprofit organization for the care of homeless animals.
  - C. **Cat:** An animal of the Felidae family or the order Carnivora.
  - D. **Certificate of Origin:** A document declaring the source of the animal sold or transferred by the retail seller. The certificate shall include the name and premise address of the source of the animal.
  - E. **Dog:** An animal of the Canidae family of the order Carnivora.
  - F. **Existing Pet Store:** Any pet store or pet store operator that displayed, sold, delivered, offered for sale, offered for adoption, bartered, auctioned, gave away, or otherwise transferred live animals in [ *municipality* ] on the effective date of this ordinance and complied with all applicable provision of the [ *municipality* ] municipal code.
  - G. **Ferret:** A domesticated animal of any age of the species *Mustela furo*.
  - H. **Large Reptiles:** Members of the class reptilian including, but not limited to, monitor lizards, alligators, pythons, boa constrictors, venomous reptiles and constrictor snakes that grow to more than 72 inches long.
  - I. **Long-Lived Birds:** Any bird whose life expectancy is expected to exceed 25 years, including but not limited to cockatoos, macaws, and amazons.
  - J. **Off-Site Retail Sale:** The exchange of consideration for an animal, regardless of the age of the animal at a location other than where the animal was bred.
  - K. **Pet Store:** A place where animals are sold or offered for sale, exchanged, or transferred.
  - L. **Pet Store Operator:** A person who owns or operates a pet store, or both.

M. **Rabbit:** A long-eared short-tailed lagomorph mammal with long hind legs of the Leporidae family.

N. **Retail Sale:** An offer for sale, offer for adoption, barter, auction, give away, display for commercial purposes of otherwise transfer of any animal that is not bred on the premises.

O. **Zoological Park:** Any facility, other than a pet shop or kennel, displaying or exhibiting one or more species of non-domesticated animals operated by a person, partnership, corporation, and other business entity or government agency and certified by the Association of Zoos and Aquariums.

## II. **Prohibitions:**

A. No pet store shall offer for sale, offer for adoption trade, barter, auction, give away, or otherwise transfer dogs, cats, ferrets, rabbits, long-lived birds, or large reptiles.

B. No person or business entity shall offer for sale, offer for adoption trade, barter, auction, give away, or otherwise transfer dogs, cats, ferrets, rabbits, long-lived birds, or large reptiles on a roadside, public right-of-way, commercial parking lot, outdoor special sale, swap meet, flea market, or other similar event.

C. No person or business entity shall hold off-site retail sales of animals at a location other than where the animal was bred.

D. A pet store shall not sell or transfer any live animal without providing disclosure through a Certificate of Origin prior to the sale or transfer.

## III. **Exemptions:** This ordinance does not apply to:

A. A person or business entity that sells, offers for sale, offers for adoption, barter, gives away, delivers or otherwise transfers or disposes of dogs, cats, ferrets, rabbits, long-lived birds, or large reptiles that were bred and reared on the premises of the person or business entity.

B. A publicly operated animal control shelter, animal protection shelter or zoological park.

C. A private, charitable, nonprofit humane society or animal rescue organization

D. A publicly operated animal control agency, nonprofit humane society, or nonprofit animal rescue organization that operates out of or in connection with a pet store.

IV. **Existing Pet Store:** An existing pet store may continue to display, offer for sale, offer for adoption, barter, auction, give away or otherwise transfer dogs, cats, ferrets, rabbits, long-lived birds, or large reptiles until [ *insert date* ]

V. **Adoption of Shelter and Rescue Animals:** Nothing in this ordinance shall prevent a pet store or its owner, operator or employees from providing space and appropriate care for animals owned by an Animal Control Shelter, Animal Protection Shelter, nonprofit humane society, or nonprofit animal rescue agency and maintained at the pet store for the purpose of adopting those animals to the public.

VI. **Criminal Penalties:** A person who violates any provision of this ordinance is guilty of a misdemeanor punishable by incarceration for not more than [*insert time*] days or a fine of not more [*insert monetary amount*], or community service for not more than [ \_\_\_\_ hours], or any combination of these penalties and the costs of prosecution.



## Humane Pet Acquisition Proposal – Macomb County

### FAQs

June 2015

**Question: Won't this put pet stores out of business?**

**Answer:** Pet stores, both independently owned and chain stores, primarily earn profit through pet services and products (ie. food, toys, grooming and boarding). A Humane Pet Acquisition Ordinance does not prevent pet stores from trying to connect potential pet owners with their wanted pet. Rather, it prevents businesses from selling potentially sick dogs and cats from out-of-state. Pet stores would still have the opportunity to collaborate with local animal shelters and rescue organization to serve as a point place to offer space and support for showcasing adoptable homeless pets.

In addition, the cost to the community is far greater than the profits collected from selling ill bred puppies shipped from distant states. Unsuspecting families are making spontaneous purchases of poorly-bred animals, resulting in expensive veterinary bills. The city of Warren spent over \$20,000 on animal impound and veterinary care for just one pet store seizure in 2013 which included over 200 animals.

**Question: Why do the local communities have to pass this ordinance, why can't the County?**

**Answer:** The Macomb County Board of Commissioners do not have the authority to regulate business and commerce. However, the local municipalities (cities, villages and townships) do have the legislative regulatory authority.

**Question: What will this ordinance do?**

**Answer:** While sale of animals that are already illegal to own (wild, exotic and dangerous animals) is covered under the Macomb County Animal Control Regulations, a Humane Pet Acquisition Ordinance will prohibit the retail sale of cats, dogs, birds, rabbits, ferrets, long-lived birds and large reptiles with the exception of such animals being offered up for adoption by area shelters and rescue organizations.

This ordinance does not take away an individual's right to own animals or prevent adoptions occurring in pet stores. Rather, it will better regulate the animals that are being shipped into the

state of Michigan from commercial breeding facilities, often known as “puppy mills” and “animal warehouses”.

**Question: Who has passed such an ordinance?**

**Answer:** More than 70 cities throughout the United States and Canada have passed versions of a Humane Pet Acquisition Ordinance. Such locations include: Los Angeles, California; Albuquerque, New Mexico; Austin, Texas; Glendale, California; Coral Gables, Florida; and Toronto, Canada. Additionally, Cook County in Illinois passed such an ordinance in 2015.

**Question: Will I still be able to purchase a pet from a breeder?**

**Answer:** A person or business entity can still sell, offers for sale, offer for adoption, barter, give away, deliver or otherwise transfer dogs, cats, ferrets, rabbits, long-lived birds, or large reptiles that were bred and reared on their premises.

**Question: How will this ensure humane treatment of animals?**

**Answer:** Animals bred in commercial breeding facilities, such as puppy mills, are bred for the sole purpose of being a commodity. By cutting down on the demand for this there will be less of a “need” to breed cats and dogs in these deplorable conditions that often leave them with health and behavioral issues. These issues not only cause harm to the animals themselves, but also typically impose exorbitant financial and emotional costs to the owners. Additionally, such an ordinance will further encourage individuals seriously interested in becoming a pet owner to seek adoption as their pet acquisition mechanism. This will then help reduce the number of pets being held in and euthanized local shelters and rescues. In 2013, according to the Michigan Department of Agriculture and Rural Development, 23,000 dogs and puppies were euthanized.

**Question: How many pet stores in Macomb County sell live animals, and if each community in the County adopted a Humane Pet Acquisition Ordinance how many stores would be impacted?**

**Answer:** There are 42 stores total in Macomb County that sell live animals and of those 27 would be impacted. However, such an ordinance will not impact a pet store’s ability to sell pet products and services or connect potential pet owners with animals seeking a forever home through the adoption services offered by shelters and rescues.

**Question: How will such an ordinance affect me as a taxpayer?**

**Answer:** Through the adoption of a Humane Pet Acquisition Ordinance at the local level taxpayers will experience a reduced financial burden because there will be fewer animals requiring care and the need to be euthanized in the county and city animal shelters. Pet seizures from unfit and illegally operating stores can cost thousands of dollars to the cities in which the business is operation in. For example, the city of Warren spent more than \$20,000 in 2013 to impound and care for more than 200 animals that were seized from one store. Additionally, the Macomb County Animal Control charges a \$180 fee for the adoption of an animal, meaning additional funds will be brought into the county and cities if they have their own animal shelter, for services. It should also be noted adopted fees are typically far less expensive than the cost of purchasing a pet.



# WARREN CITY COUNCIL

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

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

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

Kelly Colegio  
Steven G. Warner

## Agenda Item Request Form

City Council of the City of Warren

Date: July 7, 2015

Request: To direct the City Attorney to amend ordinance relating to Nuisance Abatement-returning review and consideration of items to the City Council. Ordinance must be published for 30 days and will take effect after the Nuisance Abatement Board of Appeals meeting on August 4, 2015.



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

June 25, 2015

City Council  
City of Warren

**Re: EDWARD KNITTER v CITY OF WARREN, OFFICER KERR, OFFICER BAGIANO and OFFICER MASSERANG**  
USDC Eastern District Case No. 2:15-cv-11858-DML-MJH  
Hon. David M. Lawson

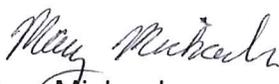
Dear Honorable Council:

Please be advised that the above lawsuit was served on the City of Warren on or about June 23, 2015 and a copy of the same was forwarded to you by the City Clerk on that date.

The Plaintiff is claiming constitutional violations and gross negligence due to alleged actions of Warren police officers following his arrest on May 28, 2012. Plaintiff has filed claims under the Fourth, Eighth and Fourteenth Amendments of the U.S. Constitution, and has included a claim for gross negligence. The Plaintiff is seeking economic and non-economic damages, punitive, exemplary and/or treble damages and attorney fees and costs. A jury demand was filed with the Complaint.

Please place this matter on the next regular agenda to schedule a closed session regarding this litigation pursuant to Section 8(e) of Public Act 267 of 1976. At the time Council convenes the closed session, a two-thirds roll call vote is required.

Respectfully,

  
Mary Michaels  
Acting City Attorney

MM/s/Knitter\_Mayor and Council letters ID56287  
cc: James R. Fouts, Mayor

Investment Inventory Summary By Bank as of:

5/31/15

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
	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:

5/31/15

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	5/31/15					0.00	0.00
701	Public Interest	1055	5/31/15				12,167,803.15	12,167,803.15	
701	C.D.							0.00	0.00
701	C.D.							0.00	0.00
BANK TOTALS							12,167,803.15	12,167,803.15	0.00
	C.D.							0.00	
	U.S TREASURY BILLS								
	U.S TREASURY NOTES								
	POOL INVESTMENTS							0.00	
	PUBLIC FUNDS INTEREST CHECKING						12,167,803.15		
	COMMERCIAL PAPER								
	REPO								
BANK INVESTMENT TOTALS							12,167,803.15		
PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =									0.128043

Investment Inventory Summary By Bank as of:

5/31/15

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	5/31/15				11,204,257.02	11,204,257.02	
701	Gov't Sweep Pool	1044	5/31/15				258,958.65	258,958.65	
202	Gov't Sweep Pool	1046	5/31/15				7,397,111.87	7,397,111.87	
433	Money Market	1069	5/31/15				113,178.07	113,178.07	
434	Money Market	1070	5/31/15				260,879.35	260,879.35	
435	Money Market	1071	5/31/15				1,039,701.76	1,039,701.76	
436	Money Market	1072	5/31/15				704,268.91	704,268.91	
536	Money Market	1073	5/31/15				1,768,266.42	1,768,266.42	
537	Money Market	1074	5/31/15				1,493,638.00	1,493,638.00	
704	Money Market	1075	5/31/15				316,330.86	316,330.86	
101	Pub Fund Interest (	1053	5/31/15				1,959,754.31	1,959,754.31	
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							26,516,345.22	26,516,345.22	0.00
C.D.								0.00	
U.S TREASURY BILLS									
U.S TREASURY NOTES									
POOL INVESTMENTS							18,860,327.54		
MONEY MARKET							5,696,263.37		
PUBLIC FUND INTEREST CHECKING							1,959,754.31		
COMMERCIAL PAPER									
REPO									
BANK INVESTMENT TOTALS							26,516,345.22		
PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =								0.279035	

Investment Inventory Summary By Bank as of:

5/31/15

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	5/31/15				5,798,394.91	5,798,394.91	
701	Public Funds Intere	1056	5/31/15				8,116,658.19	8,116,658.19	
701	C.D.							0.00	0.00
BANK TOTALS							13,915,053.10	13,915,053.10	0.00
	C.D.							0.00	
	U.S TREASURY BILLS								
	U.S TREASURY NOTES								
	POOL INVESTMENTS						5,798,394.91		
	PUBLIC FUND INTEREST CHECKING						8,116,658.19		
	COMMERCIAL PAPER								
	REPO								
BANK INVESTMENT TOTALS							13,915,053.10		
PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =									0.146430

Investment Inventory Summary By Bank as of:

5/31/15

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	5/31/15				109,611.11	109,611.11	
701	Money Market	1062	5/31/15				1,575,273.09	1,575,273.09	
701	Gov't Pool	1001					0.00	0.00	
701	C.D.						0.00	0.00	0.00
BANK TOTALS							1,684,884.20	1,684,884.20	0.00
	C.D.						0.00		
	U.S TREASURY BILLS								
	U.S TREASURY NOTES								
	POOL INVESTMENTS						0.00		
	MONEY MARKET						1,684,884.20		
	COMMERCIAL PAPER								
	REPO								
BANK INVESTMENT TOTALS							1,684,884.20		
PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =									0.017730

Investment Inventory Summary By Bank as of:

5/31/15

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	5/31/15				100,891.80	100,891.80	
701	Money market	1057	5/31/15				0.00	0.00	
701	PUBLIC FUND INTE	1058					0.00	0.00	
701	C.D.						0.00	0.00	0.00
BANK TOTALS							100,891.80	100,891.80	0.00

C.D.	0.00
U.S TREASURY BILLS	
U.S TREASURY NOTES	
POOL INVESTMENTS	100,891.80
MONEY MARKET	0.00
PUBLIC FUND INTEREST CHECKING	0.00
COMMERCIAL PAPER	
REPO	

BANK INVESTMENT TOTALS 100,891.80

PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK = 0.001062

Investment Inventory Summary By Bank as of:

5/31/15

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	5/31/15					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:

5/31/15

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	5/31/15				9,631,717.20	9,631,717.20	
101	C.D.							0.00	0.00
101	C.D.							0.00	0.00
BANK TOTALS							9,631,717.20	9,631,717.20	0.00
	C.D.							0.00	
	U.S TREASURY BILLS								
	U.S TREASURY NOTES								
	POOL INVESTMENTS							0.00	
	PUBLIC FUND MONEY MARKET						9,631,717.20		
	COMMERCIAL PAPER								
	REPO								
BANK INVESTMENT TOTALS							9,631,717.20		
PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =									0.101356

Investment Inventory Summary By Bank as of:

5/31/15

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	5/31/15				12,127,897.49	12,127,897.49	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							12,127,897.49	12,127,897.49	0.00
	C.D.						0.00		
	U.S TREASURY BILLS								
	U.S TREASURY NOTES								
	POOL INVESTMENTS						0.00		
	MONEY MARKET						12,127,897.49		
	COMMERCIAL PAPER								
	REPO								
BANK INVESTMENT TOTALS							12,127,897.49		
PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =									0.127623

Investment Inventory Summary By Bank as of:

5/31/15

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	5/31/15				10,867,098.36	10,867,098.36	0.00
101	C.D.							0.00	
101	C.D.							0.00	
BANK TOTALS							10,867,098.36	10,867,098.36	0.00
	C.D.							0.00	
	U.S TREASURY BILLS								
	U.S TREASURY NOTES								
	POOL INVESTMENTS							0.00	
	PUBLIC SAVINGS						10,867,098.36		
	COMMERCIAL PAPER								
	REPO								
BANK INVESTMENT TOTALS							10,867,098.36		
PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =									0.114356

Investment Inventory Summary By Bank as of:

5/31/15

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.	64479	5/7/15	6/11/15	35	0.0030	8,017,126.72	8,017,126.72	1,603.43
101	C.D.								0.00
101	C.D.								0.00
101	C.D.								0.00

BANK TOTALS

8,017,126.72      8,017,126.72      1,603.43

C.D.

8,017,126.72

U.S TREASURY BILLS

U.S TREASURY NOTES

POOL INVESTMENTS

MONEY MARKET

0.00

COMMERCIAL PAPER

REPO

BANK INVESTMENT TOTALS

8,017,126.72

PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =

0.084365

Investment Inventory Summary By Bank as of:	5/31/15	City Only			
GRAND TOTALS ALL BANKS	City Only	5/31/15	95,028,817.24	95,028,817.24	1,603.43

INVENTORY BY TYPE OF INVESTMENT

	PERCENT TO TOTAL INVESTED FUNDS	PURCHASE PRICE
C.D.	0.084365	8,017,126.72
U.S TREASURY BILLS	0.000000	0.00
U.S TREASURY NOTES	0.000000	0.00
POOL INVESTMENTS	0.260548	24,759,614.25
MONEY MARKET	0.348434	29,140,762.26
PUBLIC FUND INTEREST CHECKING	0.306652	33,111,314.01
COMMERCIAL PAPER	0.000000	0.00
REPO	0.000000	0.00

INVENTORY INVESTMENT TOTALS ALL BANKS CITY		95,028,817.24
--	--	---------------

Investment Inventory Summary By Bank as of:

5/31/15

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	5/31/15				7,409,634.73	7,409,634.73	
40	Money Market	1076	5/31/15				111,795.48	111,795.48	
44	Money Market	1077	5/31/15				742,535.98	742,535.98	
47	Money Market	1078	5/31/15				964,345.82	964,345.82	
72	Money Market	1079	5/31/15				18,613.77	18,613.77	
45	Pub Fund Interest (	1054	5/31/15				230,403.71	230,403.71	
10	C.D.							0.00	
10	C.D.							0.00	
10	C.D.							0.00	
BANK TOTALS							9,477,329.49	9,477,329.49	0.00
	C.D.						0.00		
	U.S TREASURY BILLS								
	U.S TREASURY NOTES								
	POOL INVESTMENTS						7,409,634.73		
	MONEY MARKET						1,837,291.05		
	PUBLIC FUND INTEREST CHECKING						230,403.71		
	COMMERCIAL PAPER								
	REPO								
BANK INVESTMENT TOTALS							9,477,329.49		
PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =								0.206150	

Investment Inventory Summary By Bank as of:

5/31/15

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	5/31/15				0.00	0.00	
10	Money Market	1063	5/31/15				15,009,803.37	15,009,803.37	
10	Money Market	1061	5/31/15				58,582.38	58,582.38	
44	Money Market		5/31/15				11,361,916.30	11,361,916.30	
10	C.D.						0.00	0.00	0.00
BANK TOTALS							26,430,302.05	26,430,302.05	0.00
	C.D.						0.00		
	U.S TREASURY BILLS						0.00		
	U.S TREASURY NOTES						0.00		
	POOL INVESTMENTS						0.00		
	MONEY MARKET						26,430,302.05		
	COMMERCIAL PAPER								
	REPO								
BANK INVESTMENT TOTALS							26,430,302.05		
PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =									0.574909

Investment Inventory Summary By Bank as of:

5/31/15

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	5/31/15				4,026,151.02	4,026,151.02	
72	Public Savings	1068	5/31/15				6,039,226.53	6,039,226.53	
10	C.D.		5/31/15				0.00	0.00	
10	C.D.		5/31/15				0.00	0.00	0.00
BANK TOTALS							10,065,377.55	10,065,377.55	0.00
	C.D.						0.00		
	U.S TREASURY BILLS						0.00		
	U.S TREASURY NOTES						0.00		
	POOL INVESTMENTS						0.00		
	PUBLIC SAVINGS						10,065,377.55		
	COMMERCIAL PAPER								
	REPO								
BANK INVESTMENT TOTALS							10,065,377.55		
PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =									0.218941

Investment Inventory Summary By Bank as of:	5/31/15	Water Only			
GRAND TOTALS ALL BANKS	Water Only	5/31/15	45,973,009.09	45,973,009.09	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	0.161174	7,409,634.73
MONEY MARKET	0.614874	28,267,593.10
PUBLIC FUND INTEREST CHECKING	0.223953	10,295,781.26
COMMERCIAL PAPER	0.000000	0.00
REPO	0.000000	0.00

INVENTORY INVESTMENT TOTALS ALL BANKS WATER 45,973,009.09

Investment Inventory Summary By Bank as of:

5/31/15

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:

5/31/15

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		5/31/15				0.00	0.00
	701 Public Interest	1055		5/31/15			12,167,803.15	12,167,803.15	
	701 C.D.							0.00	0.00
	701 C.D.							0.00	0.00
	BANK TOTALS						12,167,803.15	12,167,803.15	0.00
	C.D.							0.00	
	U.S TREASURY BILLS								
	U.S TREASURY NOTES								
	POOL INVESTMENTS							0.00	
	PUBLIC FUNDS INTEREST CHECKING						12,167,803.15		
	COMMERCIAL PAPER								
	REPO								
	BANK INVESTMENT TOTALS						12,167,803.15		
	PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =								0.086295



Investment Inventory Summary By Bank as of:

5/31/15

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		5/31/15			5,798,394.91	5,798,394.91	
701	Public Funds Interest	1056		5/31/15			8,116,658.19	8,116,658.19	
701	C.D.								0.00
BANK TOTALS							13,915,053.10	13,915,053.10	0.00
	C.D.							0.00	
	U.S TREASURY BILLS								
	U.S TREASURY NOTES								
	POOL INVESTMENTS						5,798,394.91		
	PUBLIC FUND INTEREST CHECKING						8,116,658.19		
	COMMERCIAL PAPER								
	REPO								
BANK INVESTMENT TOTALS							13,915,053.10		
PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =									0.098687

Investment Inventory Summary By Bank as of:

5/31/15

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	5/31/15				109,611.11	109,611.11	
701	Money Market	1062	5/31/15				1,575,273.09	1,575,273.09	
701	Gov't Pool	1001	5/31/15				0.00	0.00	
10	Gov't Pool	1004	5/31/15				0.00	0.00	
10	Money Market	1063	5/31/15				15,009,803.37	15,009,803.37	
10	Money Market	1061	5/31/15				58,582.38	58,582.38	
44	Money Market		5/31/15				11,361,916.30	11,361,916.30	
10	C.D.						0.00	0.00	0.00
701	C.D.						0.00	0.00	0.00
BANK TOTALS							28,115,186.25	28,115,186.25	0.00
	C.D.						0.00		
	U.S TREASURY BILLS								
	U.S TREASURY NOTES								
	POOL INVESTMENTS						0.00		
	MONEY MARKET						28,115,186.25		
	COMMERCIAL PAPER								
	REPO								
BANK INVESTMENT TOTALS							28,115,186.25		
PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =								0.199396	

Investment Inventory Summary By Bank as of:

5/31/15

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		5/31/15			100,891.80	100,891.80	
701	Money market	1057		5/31/15			0.00	0.00	
701	PUBLIC FUND INTERE	1058		5/31/15			0.00	0.00	
701	C.D.						0.00	0.00	
BANK TOTALS							100,891.80	100,891.80	0.00
	C.D.						0.00		
	U.S TREASURY BILLS								
	U.S TREASURY NOTES								
	POOL INVESTMENTS						100,891.80		
	MONEY MARKET						0.00		
	PUBLIC FUND INTEREST CHECKING						0.00		
	COMMERCIAL PAPER								
	REPO								
BANK INVESTMENT TOTALS							100,891.80		
PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =									0.000716

Investment Inventory Summary By Bank as of:

5/31/15

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		5/31/15				0.00	0.00
		BANK TOTALS						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:

5/31/15

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		5/31/15			9,631,717.20	9,631,717.20	
101	C.D.							0.00	0.00
101	C.D.							0.00	0.00
BANK TOTALS							9,631,717.20	9,631,717.20	0.00
	C.D.							0.00	
	U.S TREASURY BILLS								
	U.S TREASURY NOTES								
	POOL INVESTMENTS							0.00	
	PUBLIC FUND MONEY MARKET						9,631,717.20		
	COMMERCIAL PAPER								
	REPO								
BANK INVESTMENT TOTALS							9,631,717.20		
PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =									0.068309

Investment Inventory Summary By Bank as of:

5/31/15

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		5/31/15			12,127,897.49	12,127,897.49	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

12,127,897.49 12,127,897.49 0.00

- C.D.
- U.S TREASURY BILLS
- U.S TREASURY NOTES
- POOL INVESTMENTS
- MONEY MARKET
- COMMERCIAL PAPER
- REPO

12,127,897.49

BANK INVESTMENT TOTALS

12,127,897.49

PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =

0.086012

Investment Inventory Summary By Bank as of:

5/31/15

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		5/31/15			10,867,098.36	10,867,098.36	0.00
44	Public Savings	1067		5/31/15			4,026,151.02	4,026,151.02	0.00
72	Public Savings	1068		5/31/15			6,039,226.53	6,039,226.53	0.00
101	C.D.							0.00	0.00
101	C.D.							0.00	0.00
BANK TOTALS							20,932,475.91	20,932,475.91	0.00
	C.D.							0.00	
	U.S TREASURY BILLS								
	U.S TREASURY NOTES								
	POOL INVESTMENTS							0.00	
	PUBLIC SAVINGS						20,932,475.91		
	COMMERCIAL PAPER								
	REPO								
BANK INVESTMENT TOTALS							20,932,475.91		
PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =									0.148455

Investment Inventory Summary By Bank as of:

5/31/15

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		5/31/15					0.00
101 C.D.		64479		5/7/15	6/11/15	35	0.0030	8,017,126.72	8,017,126.72
101 C.D.									0.00
101 C.D.									0.00
101 C.D.									0.00

BANK TOTALS

8,017,126.72 8,017,126.72 1,603.43

C.D.

8,017,126.72

U.S TREASURY BILLS  
 U.S TREASURY NOTES  
 POOL INVESTMENTS  
 MONEY MARKET  
 COMMERCIAL PAPER  
 REPO

0.00

BANK INVESTMENT TOTALS

8,017,126.72

PERCENT OF TOTAL INVESTED FUNDS EXCLUDING CASH ON HAND IN THIS BANK =

0.056858

Investment Inventory Summary By Bank as of:

GRAND TOTALS ALL BANKS

Water & City Combined

5/31/15

5/31/15

Water & City Combined

141,001,826.33

141,001,826.33

1,603.43

INVENTORY BY TYPE OF INVESTMENT

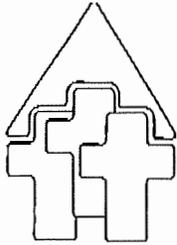
PERCENT TO  
TOTAL INVESTED  
FUNDS

PURCHASE  
PRICE

C.D.	0.056858	8,017,126.72
U.S TREASURY BILLS	0.000000	0.00
U.S TREASURY NOTES	0.000000	0.00
POOL INVESTMENTS	0.228148	32,169,248.98
MONEY MARKET	0.407146	57,408,355.36
PUBLIC FUND INTEREST CHECKING	0.307848	43,407,095.27
COMMERCIAL PAPER	0.000000	0.00
REPO	0.000000	0.00

INVENTORY INVESTMENT TOTALS ALL BANKS WATER AND CITY

141,001,826.33



## HOLY CROSS LUTHERAN CHURCH

30003 Ryan Road

Warren, MI 48092

586-751-2550

Fax: 586-751-3926

[www.holycrosswarren.org](http://www.holycrosswarren.org)

---

May 12, 2015

Warren City Council  
5460 Arden  
Warren, MI 48092

Dear City Council:

Once again we would like to request a waiver of the license fee in connection with the Classic Car Show/Family Fun Festival to be held Sunday, September 27, 2015.

This is one of the events which help us to reach out to the community around Holy Cross Lutheran Church. Thank you for your cooperation in waiving the license fee over the past years.

Sincerely,

A handwritten signature in cursive script that reads "Jerry R. Kelly".

Jerry R. Kelly

Holy Cross Representative

CIRCUS, CARNIVAL, FAIR, FESTIVAL, MENAGERIE &/OR EXHIBITION LICENSE



OFFICE OF THE WARREN CITY CLERK  
PAUL WOJNO  
ONE CITY SQUARE, SUITE 205  
WARREN, MI 48093-2393  
(506) 574-4557 / FAX (506) 574-4556

RECEIVED

MAY 12 2015

Warren City Clerk

PLEASE REFER TO PAGE 2)

PERMIT EXPIRES: 30 DAYS FROM DATE OF ISSUE:

I hereby apply for a license to operate a circus, carnival, festival, and/or exhibition within the City of Warren in compliance with the Code of Ordinances of the City of Warren. (Chapter 6, Article VII, Division 1, Section 6-171 thru 6-172, Division 2, Section 6-186 thru 6-189, Chapter 18, Zoning Ordinance, Section 4.35)

NEW  RENEWAL

PLEASE COMPLETE APPLICATION IN FULL

ORGANIZATION NAME: HOLY CROSS LUTHERAN CHURCH PHONE: 586-751-2550

BUSINESS ADDRESS: 30003 RYAN ROAD WARREN MI 48092  
street city state zip

OWNER/CORPORATION NAME: SAME AS ABOVE PHONE:

HOME ADDRESS: street city state zip

DATE OF BIRTH: 2.1.16 1937

EMAIL ADDRESS: info@holycrosswarren.org

APPLICANT NAME: JERRY R. KELLY PHONE: 248-544-2899

APPLICANT ADDRESS: 29252 SHIRLEY AVE. MADISON HEIGHTS MI 48071  
street city state zip

LOCATION OF EVENT: ON GROUNDS OF CHURCH

DESCRIPTION OF EVENT: FAMILY FUN FESTIVAL / CLASSIC CAR SHOW

DATES OF EVENT: SUNDAY, SEPTEMBER 27, 2015 12:30 - 5:00 PM.

I certify that all statements on this application are true. I understand that any false information may result in the revoking of the above license.

Signature: Jerry R. Kelly  
Print Name: JERRY R. KELLY

Preferred Mailing Address:  Business Address  Owner Address  
CHURCH  Other: 30003 RYAN RD. WARREN MI 48092  
street city state zip

OFFICE USE ONLY

DEPARTMENT APPROVAL:

POLICE APPROVAL: DATE: 5-18-15

FIRE APPROVAL: DATE: 5-20-15

If held outside and/or outdoor temporary structure, you must obtain the following approval:

ZONING BOARD OF APPEALS APPROVAL ZBA APPROVED 6/10/15 S. King DATE: 6-22-15

If using holding tank and/or connection to sanitary line, you must obtain the following approval:

HEALTH DEPARTMENT APPROVAL DATE:

Issued by Computer Entry  Paper License

LAST YEAR'S LICENSE NO. 14-10

CIRCUS, CARNIVAL, FAIR, FESTIVAL

MENAGERIE AND/OR EXHIBITION LICENSE NO.

Requesting fee to be waived by City Council



City of Warren  
City Council  
5460 Arden  
Warren, MI 48093

June 2015

To Council Secretary:

St. Louise de Marillac Catholic Church, a non-profit organization, is holding its annual SeptemberFest on its parish grounds on Sept. 11th, 12th and 13<sup>th</sup>. We have applied for the necessary zoning variance from the Board of Appeals. We have also submitted all needed forms with the City Clerk's Office and the Building Department.

We respectfully request a waiver on all fees needed for this event. Your favorable action will be greatly appreciated since all festival proceeds are used in the day-to-day operation of the parish including parish outreach programs.

Thank you for your consideration.

Sincerely,

Thomas Lippert  
Business Manager & General Chairperson  
St. Louise de Marillac Catholic Church



CITY OF WARREN  
Office of Mayor James R. Fouts  
Memorandum

---

To: Scott Stevens, Council Secretary, Mayor Pro Team  
From: James R. Fouts, Mayor  
Subject: Brownfield Redevelopment Authority Re-Appointments  
Date: June 15, 2015

Pursuant to the provisions of the Brownfield Redevelopment Authority and the authority vested in me, I hereby notify you of the following re-appointments. Council confirmation is required. Your concurrence in this matter is appreciated.

<b>RE-APPOINTED</b>	<b>EXPIRATION</b>
Daniel A. Pasque	March 28, 2018
James L. Schroth	March 28, 2018

The following members are currently serving on the Brownfield Redevelopment Authority.

<b>NAME</b>	<b>EXPIRATION</b>
James Pasque	March 28, 2017
Mark A. Rusch	March 28, 2017
James Yarema	March 28, 2016

Respectfully submitted,

James R. Fouts  
Mayor

cc: Paul Wojno, City Clerk  
Brownfield Redevelopment Authority

Attachment



CITY OF WARREN  
 Office of Mayor James R. Fouts  
 Memorandum

To: Scott Stevens, Council Secretary, Mayor Pro Tem  
 From: James R. Fouts, Mayor  
 Subject: **Downtown Development Authority Appointment and Re-Appointments**  
 Date: July 7, 2015

Section 2-114 of the Downtown Development Authority Ordinance sets forth the requirements for appointment to the Board of Directors. It states in pertinent part,

"The authority shall be under the supervision and control of the board. The board shall consist of the chief executive officer plus eight (8) members. Members shall be appointed by the chief executive officer, subject to approval by the council. Not less than a majority of the members shall be persons having an interest in property located in the district. (Not less than one (1) of the members shall be the representative of the Warren Consolidated Schools.) If the district has one hundred (100) or more persons residing within it, not less than one (1) of the members shall be a resident of the district. Members shall be appointed to serve for a term of four (4) years....."

<b>APPOINTED</b>	<b>EXPIRATION</b>	<b>REPLACING</b>	<b>EXPIRATION</b>
Gregory Jackson	05/31/2016	Michael Wiecek	05/31/2016
<b>RE-APPOINTED</b>	<b>EXPIRATION</b>		
Hank Riberas	05/31/2019		
Oscar Zamora	05/31/2019		

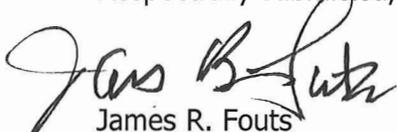
Gregory Jackson is replacing Michael Wiecek who resigned January 2, 2014, this position has been vacant since.

The following members are also currently serving on the Downtown Development Authority:

<b>MEMBER</b>	<b>EXPIRATION</b>
Louis E. Joseph	05/31/2017
Nicholas Lavdas	05/31/2018
Joseph P. Vicari	05/31/2018
Michael Wiegand	05/31/2016

City Council approval is required. Your concurrence in this matter is appreciated.

Respectfully submitted,

  
 James R. Fouts  
 Mayor

cc: Paul Wojno, City Clerk  
 DDA



BROWNFIELD REDEVELOPMENT  
AUTHORITY

One City Square, Suite 215  
Warren, MI 48093-6726  
(586) 574-4529

[www.cityofwarren.org](http://www.cityofwarren.org)

**MEMBERS**

Daniel Pasque, Chairman  
James Pasque  
Mark Rusch  
James Schroth  
James Yarema

July 7, 2015

Mr. Scott Stevens  
City Council Secretary  
City of Warren

Re: Request to Schedule a Public Hearing to Consider the recommendation of the Brownfield Redevelopment Authority to Approve an amended Brownfield Plan for a project proposed by Star Warren Property, LLC, for property located at 13875 E. Ten Mile Road, Parcel Number 13-24-353-004

Dear Mr. Stevens,

At its June 25, 2015, Special Meeting, the City of Warren Brownfield Redevelopment Authority approved an amended Brownfield Plan for a redevelopment and new construction project proposed by Star Warren Property, LLC. The Plan is proposing the demolition of an existing functionally obsolete vacant building (approx. 1,068 sq. ft.), and construct a 12,000 sq. ft. building. Star Warren Property, LLC will use the property for truck leasing, maintenance, fueling, and storage of vehicles and parts.

In order to permit the required public notice publications, the City Council is hereby requested to schedule a Public Hearing on August 25, 2015, to hear public comment and then consider approving the plan.

Sincerely,

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

Lark L. Samouelina, Director  
DDA/TIFA, CED, CDBG, Brownfield

Read and Concur:

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

James R. Fouts  
Mayor

**ACT 381 COMBINED BROWNFIELD PLAN  
TO CONDUCT  
ELIGIBLE DEQ RESPONSE  
AND/OR  
MSF NON-ENVIRONMENTAL  
ACTIVITIES**

**Star Warren Property, LLC  
13875 E. Ten Mile Road  
Warren, Michigan  
City of Warren Brownfield Redevelopment Authority**

**June 17, 2015**

Prepared by:

**Kurt M. Brauer, Esq.  
Warner Norcross & Judd LLP  
2000 Town Center, Suite 2700  
Southfield, Michigan 48075-1318  
(248) 784-5182  
Fax: (248) 603-9872  
Email: [kbrauer@wnj.com](mailto:kbrauer@wnj.com)**

# ACT 381 COMBINED PLAN OUTLINE

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## **1.0 INTRODUCTION**

In order to promote the revitalization of environmentally distressed and blighted areas within the boundaries of the City of Warren, Michigan (the "City"), the City has established the City of Warren Brownfield Redevelopment Authority (the "BRA") pursuant to Michigan Public Act 381 of 1996, as amended ("Act 381").

The primary purpose of this Combined Plan ("Plan") is to promote the redevelopment of and private investment in certain "brownfield" properties within the City. Inclusion of property within this Plan will facilitate financing of environmental response and other eligible activities at eligible properties, and will also provide tax incentives to eligible taxpayers willing to invest in revitalization of eligible sites, commonly referred to as "brownfields." By facilitating redevelopment of brownfield properties, this Plan is intended to promote economic growth for the benefit of the residents of the City and all taxing units located within and benefited by the BRA.

This Plan is intended to apply to the eligible property identified in this Plan and, if tax increment revenues are proposed to be captured from that eligible property, to identify and authorize the eligible activities to be funded by such tax increment revenues.

This Plan is intended to be a living document, which may be modified or amended in accordance with the requirements of Act 381, as necessary to achieve the purposes of Act 381. The applicable sections of Act 381 are noted throughout the Plan for reference purposes.

This Plan describes the project to be completed and contains information required by Sections 13(1) and 15(25) of Act 381.

### **1.1 Proposed Redevelopment and Future Use (MCL 125.2663(1)(h))**

Star Warren Property, LLC ("Star Warren") owns and proposes to develop property in the City of Warren that is currently vacant and unused. The property is located at 13875 10 Mile Road, Warren, Michigan and consists of approximately 7.71 acres (the "Property"). Personal property will be included as part of the eligible property.

Star Warren proposes to demolish the existing structure on the Property, remove unnecessary site improvements, and construct a 12,000 square foot building. Star Warren will use the Property for truck leasing, truck maintenance, fueling, and storage of vehicles and parts. Star Warren will construct buildings on the Property to meet these proposed uses including, a building for truck maintenance and a fueling island, as well as leaving room for future expansion. Star Warren is also redesigning and will rebuild the current driveway access and approach from 10 Mile Road to facilitate its use of the Property.

## 1.2 Eligible Property Information (MCL 125.2663(1)(h))

### 1.2.1 Location/Address -Includes legal description(s) as shown on deed

The Property is located at 13875 10 Mile Road, Warren, Michigan and consists of approximately 7.71 acres.

The legal description as shown on the deed is as follows:

All that part of the Southwest 1/4 of Section 24, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan, described as: Beginning at a point on the Southerly line of said Section 24, being also the centerline of 10 Mile Road, 66 feet wide, North 88 degrees 53 minutes 20 seconds East 744.95 feet from the Southwest corner of said section, said beginning point being the Southeast corner of Widger Chemical Corporation property; thence along the Easterly line of said property North 17 degrees 08 minutes 50 seconds East 1384.95 feet measured (1382.27 feet record); thence along the extension Easterly of the Northerly line of SUPERVISOR'S PLAT OF H. WELTON OBENAUER'S GARDEN GATE SUBDIVISION NO. 1, according to the plat thereof as recorded in Liber 18 of Plats, Page 4, Macomb County Records, and the Southerly line of WILLIAM H. HOVEY SUBDIVISION, according to the plat thereof as recorded in Liber 8 of Plats, Page 59, Macomb County Records, North 89 degrees 28 minutes 48 seconds East 236.55 feet; thence along the Westerly line of Lot 60 of LIBERTY ACRES SUBDIVISION NO. 1, according to the plat thereof as recorded in Liber 4 of Plats, Page 87, Macomb County Records, South 2 degrees 55 minutes 20 seconds West 506.89 feet; thence along the Northwesterly line of the Grand Trunk Railroad right-of-way, 100 feet wide, South 33 degrees 08 minutes 34 seconds West 976.52 feet, said Northwesterly line measures 53.19 feet perpendicular from and parallel to the centerline of the existing track; thence along said Southerly line of said section 24, South 88 degrees 53 minutes 20 seconds West 85.15 feet to the Point of Beginning.

Tax Item No.: 13-24-353-004

A location and site map are attached as Figure 1.

### 1.2.2 Current Ownership

Star Warren currently owns the Property. Mr. Thomas Bylenga is the primary contact for Star Warren ([Tomlb@starlease.com](mailto:Tomlb@starlease.com); 616-243-7033).

### 1.2.3 Proposed Future Ownership

The ownership will remain the same.

#### 1.2.4 Delinquent Taxes, Interest, and Penalties

There are no delinquent taxes, interest or penalties currently existing in connection with the Property.

#### 1.2.5 Existing and Proposed Future Zoning for Each Eligible Property

The Property is currently zoned M-2 (Medium Light Industrial), which is the appropriate zoning for Star Warren's proposed use. There are no anticipated changes to the zoning.

### 1.3 Historical & Previous Use and Ownership of Each Eligible Property

The Property is the site of several former light industrial automotive parts storage and transportation and automotive sales facilities, as well as an incinerator, which limits the redevelopment possibilities because of existing contamination. Previous owners have used the Property for light industrial and storage purposes since the late 1930s. Specifically, the previous owners used the Property for storage and transportation of automotive shipping containers. Previous owners also used an on-site incinerator to dispose of garbage. Recent owners have used the Property for automotive sales and automotive parts storage.

### 1.4 Current Use of Each Eligible Property

The Property currently has one vacant building on it. The Property is not used for any purpose at this time.

### 1.5 Summary of Environmental Study Documents

AKT Peerless conducted environmental studies of the Property and prepared a Phase I Environmental Site Assessment, a Phase II Environmental Site Assessment, a Baseline Environmental Assessment (Attachment B) and a Due Care Plan (Section 7a Compliance Analysis) as part of the environmental due diligence prior to purchasing the property.

### 1.6 Summary of Environmental/Brownfield Conditions (MCL 125.2663(1)(h))

The Property is a "facility" as defined in Part 201 of the Natural Resources and Environmental Protection Act ("NREPA"), Michigan PA 451 of 1994, as amended. The following substances were found on the Property and determined to be

above MDEQ's Generic Cleanup Criteria: Arsenic, Benzene, Benzo(a)pyrene, Ethylbenzene, Fluoranthene, Lead, 2-Methylnaphthalene, Mercury, Naphthalene, Phenanthrene, Selenium, and 1,2,4-Trimehylbenzene. Therefore, the Property is an "eligible property" as defined by Act 381 of 1996, as amended, because it has been determined to be a "facility" under NREPA. Further information regarding the status of the Property is contained in a Baseline Environmental Assessment conducted by AKT Peerless, Project # 8601f-2-26 as shown in Attachment B.

## **2.0 DESCRIPTION OF COSTS & SCOPE OF WORK (MCLA 125.2663(1)(a); MCLA 125.2663(1)(b))**

The costs contained in this Section are further described in Section 9.2, below.

### **2.1 DEQ Eligible Activities**

#### **2.1.1 Baseline Environmental Assessment**

As indicated above, a Phase I Environmental Site Assessment has been completed on behalf of Star Warren as the new owner and Star Truck Rentals, Inc. as the new operator of the Property. A Baseline Environmental Assessment has also been completed on behalf of Star Warren to provide an exemption from liability for existing contamination.

#### **2.1.2 Due Care and Additional Response Activities**

Star Warren conducted various due care activities to meet its obligations under Section 20107a of NREPA, as set forth in AKT Peerless Documentation of Due Care Compliance, Project # 8601f-2-27. AKT Peerless assessed Star Warren's and Star Truck Rentals, Inc.'s proposed use of the Property in order to identify potential due care issues. Additionally, AKT Peerless determined Star Warren's and Star Truck Rentals, Inc.'s obligations to allow them to avoid exacerbating the existing contamination and to allow them to implement reasonable precautions against the reasonably foreseeable acts or omissions of third parties.

Star Warren conducted an asbestos survey on the vacant building on the Property, as set forth in an AKT Peerless Pre-Demolition Asbestos and Hazardous Materials Survey, Project # 8601f-5-194. AKT Peerless determined there was no asbestos containing materials within the building.

### 2.1.3 Develop/Prepare Combined Brownfield Plan

Star Warren estimates a cost of \$20,000 to prepare the Combined Plan. The costs of preparation will be split between the MDEQ and MEDC.

## 2.2 MSF Eligible Activities

### 2.2.1 Infrastructure Improvements

Star Warren will install a storm drainage and retention system to manage the water flow on the Property. The estimate cost of the system is \$185,837.

### 2.2.2 Demolition that is not a response activity

The Property contains an existing functionally obsolete vacant building (approximately 1,068 square feet), as well as existing foundations, concrete slab, and underground utilities. Star Warren will have to demolish the above as well as backfilling and removing the site depression and site improvements in order to prepare it for construction. Star Warren will also demolish and remove portions of the existing parking lot.

### 2.2.3 Site Preparation that is not a response activity

Star Warren will need to extensively clear and grub the Property, remove and haul existing topsoil and unsuitable material, cut and fill, grade the Property, install silt fence, and construct a temporary construction entrance to accommodate the above activities.

### 2.2.4 Develop/Prepare Combined Brownfield Plan

As noted above, Star Warren estimates a cost of \$20,000 to prepare the Combined Plan. The costs of preparation will be split between the MDEQ and MEDC.

## 3.0 TAX INCREMENT REVENUE ANALYSIS

### 3.1 Estimate of Captured Taxable Value and Tax Increment Revenues (MCL 125.2663(1)(c))

Star Warren will seek tax increment financing from local taxes, school operating taxes and state education tax millage for eligible activities at the Property, including baseline environmental assessment activities, demolition,

infrastructure improvements, 15% contingency, brownfield plan preparation, site preparation costs, work plan preparation and development totaling \$678,635 as described in Section 5.1 and Table 1. Tax increments will also be applied to payment of BRA administrative and operating expenses and to make deposits into the BRA Local Site Remediation Revolving Fund ("LSRRF"), as described in Section 5.1 and Table 2. A table of estimated tax increment revenues to be captured is attached to this Plan as Table 2.

**3.2 Method of Financing and Description of Advances Made by the Municipality (MCL 125.2663(1)(d))**

The eligible activities are to be financed solely by the Star Warren. The BRA will reimburse Star Warren for the cost of approved eligible activities, but only from tax increment revenues generated from the Property. No advances have been or shall be made by the City or the BRA for the costs of eligible activities under this Plan.

**3.3 Maximum Amount of Note or Bonded Indebtedness (MCL 125.2663(1)(3))**

Not applicable as no bonds will be issued for the Project.

Unless otherwise agreed upon by the Star Warren, the BRA, and the State of Michigan, the BRA shall not incur any note or bonded indebtedness to finance the purposes of this Plan.

**3.4 Duration of Brownfield Plan (MCL 125.2663(1)(f)&(22))**

The duration of the Plan for the Project is estimated to be 9 years. It is estimated that redevelopment of the Property will be completed by December 31, 2015 and that it will take up to 9 years to recapture the total eligible activities through tax increment revenues. Therefore, the first year of tax increment capture will be 2015 and the Plan will remain in place until Star Warren is fully reimbursed. Notwithstanding the above, Star Warren reserves the right to continue to capture taxes to the fullest extent allowed under Act 381.

**3.5 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions (MCL 125.2663(1)(g))**

An estimate of real property tax capture is attached as Table 2.

**4.0 INFORMATION REQUIRED BY SECTION 15(15) OF THE STATUTE FOR NON-ENVIRONMENTAL ACTIVITIES**

**4.1 How are the individual activities included in the work plan sufficient to complete the eligible activity?**

The activities include those costs necessary to demolish the existing building and site improvements, address the existing site conditions, and construct the necessary infrastructure to prepare the site for its future use. The itemized costs are based on the construction cost estimates provided by contractors engaged for the scope of work and further detailed below. As such, the costs included in this Plan were determined to be sufficient to complete the proposed eligible activities.

**4.2 How is each individual activity included in the work plan required to complete the eligible activity?**

The Property contains a vacant functionally obsolete building along with improvements that will have to be removed in order to allow for the proposed use of the Property as a truck leasing, and maintenance facility. The Property will need significant site preparation in order to provide the proper basis for the newly constructed building. The itemized costs are based on construction costs provided by contractors engaged for the proposed scope of work. As such, the costs included in this Plan are required in order to complete the proposed eligible activities.

**4.3 How were the costs for each individual activity determined to be reasonable?**

Eligible activity costs are based on several construction cost estimates provided by contractors for the proposed scope of work. As such, they were determined to be reasonable based on current market prices.

**4.4 What is the overall benefit to the public?**

The community will benefit from the redevelopment of the Property, which is currently contaminated, unused and has a vacant, functionally obsolete building that must be removed. The Project will provide employment opportunities and increase the property taxes generated from the completed Project.

**4.5 To what extent will vacant buildings be reused and redevelopment of blighted property occur?**

Not applicable, as Star Warren intends to demolish the current structure because it is functionally obsolete and does not suit its needs for the future use of the property. Star Warren will need to demolish the existing structure to accommodate the widening of the entrance.

**4.6 How many and what type of jobs will be created by the project?**

The Project will add up to four to six new, permanent, full-time jobs for the community, with room for further job growth.

**4.7 Is the eligible property in an area of high unemployment?**

Yes. The unemployment rate for the City of Warren is 9.4%, as compared to 6.7% for the State of Michigan, and 6.3% nationally for September, 2014.

**4.8 What is the level and extent of contamination alleviated by or in connection with the eligible activities?**

The project will result in appropriate due care being exercised at the Property, which will reduce or eliminate exposure to contaminants that could otherwise represent a threat to human health or the environment. Any soils or materials that are removed from the Property during construction of the Project will be characterized and properly disposed.

**4.9 What is the level of private sector contribution to the project?**

The Project includes approximately \$2 million worth of private sector investment.

**4.10 If a greenfield site was considered, what is the cost gap between the site and a similar greenfield site? Alternatively, what extraordinary costs for this site are related to it being a brownfield?**

A greenfield site was not considered for the Project. The Property requires demolition and site preparation for the proposed scope of construction. Therefore, the cost for demolition and site preparation are considered extraordinary brownfield costs associated with reuse of the site.

**4.11 If the developer or projected occupant of the new development is moving from another location in this state, will the move create a brownfield?**

Star Warren is moving from its current location in Roseville, Michigan. That site is leased on a month-to-month basis, and does not meet Star's current or future needs. However, it is not anticipated that the move will create a brownfield.

**4.12 Identify the amount of all other anticipated state or local incentives that directly or indirectly benefit this project.**

Not applicable.

**4.13 Provide any additional information you want MSF to consider while reviewing this work plan.**

The Project will provide a significant benefit to the local community in terms of employment and growth in the tax base. The Property, which lies along a major thoroughfare, has been vacant and underutilized particularly due to its contamination and unusual shape.

**5.0 SCHEDULE OF ACTIVITIES**

**5.1 Schedule**

Star Warren anticipates beginning demolition and site preparation activities in early 2015 and to complete the same in 2015.

**5.2 Estimated Costs (MCL 125.2663(1)(a))**

**5.2.1 Summary of Total Project Costs**

MDEQ eligible activity costs will total approximately \$37,483, which includes environmental costs related to the preparation of Phase I and Phase II reports, the Baseline Environmental Assessment, additional response activities, and preparation and implementation of a Due Care Plan.

MSF eligible activity costs will total \$381,598. The costs are broken down as follows:

**ESTIMATED COST OF ELIGIBLE ACTIVITIES**

<b>Description of Eligible Activities</b>	<b>Estimated Cost</b>
1. Phase I & II ESA, BEA	\$27,483
2. Asbestos Survey (As detailed above)	\$2,500
3. Demolition (As detailed above - Lump Sum)	\$22,085
4. Site Preparation (As detailed above)	\$111,864
5. Infrastructure Improvements (Storm Water Management System – Private; Right of Way Sidewalks)	\$187,006
<b>SUBTOTAL</b>	<b>\$350,938</b>
5. 15% Contingency on items 3-5	\$48,143
6. Brownfield and Work Plan Preparation	\$20,000
<b>TOTAL REIMBURSEMENT TO DEVELOPER</b>	<b>\$419,081</b>

7. BRA Administrative Costs	\$12,801
8. Payment to BRA's Local Site Remediation Revolving Fund	\$246,750
<b>TOTAL ESTIMATED COSTS</b>	<b>\$678,632</b>

**5.3 Summary of Relocation Actions (MCL 125.2663(1)(i), (j), (k), (l))**

5.3.1 Estimates of Residents and Displacement of Individuals/Families

Not applicable.

5.3.2 Plan for Relocation of Displaced Persons

Not applicable.

5.3.3 Provisions for Relocation Costs

Not applicable.

5.3.4 Strategy for Compliance with Michigan's Relocation Assistance Law

Not applicable.

**5.4 Description of Proposed Use of Local Site Remediation Revolving Fund (MCL 125.2663(l)(m))**

Not applicable.

**EXHIBITS**

Page

**Figures**

Figure 1	Scaled Property Location Map .....	F-1
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Table 1	Summary of Costs for Eligible Activities .....	T-1
Table 2	Tax Capture/Reimbursement Schedule .....	T-2

**Attachments**

Attachment A	Resolution(s) Approving .....	A-A
Attachment B	Facility Confirmation .....	A-B
Attachment C	Development and Reimbursement Agreement .....	A-C

## FIGURES

**Figure 1**  
**Scaled Property Location Map**

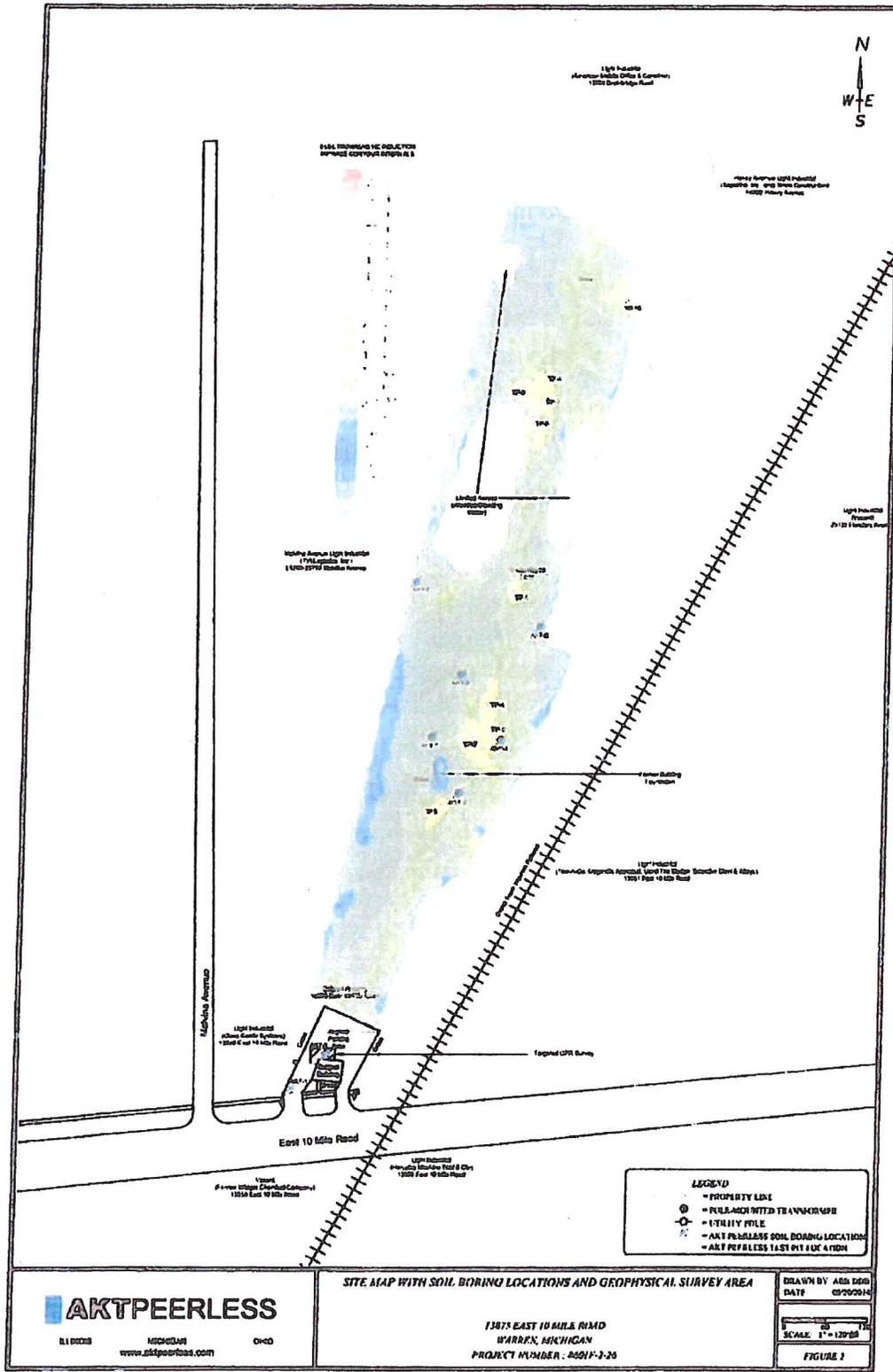


**Figure 2**  
**Eligible Property Map(s)**



**Figure 3**

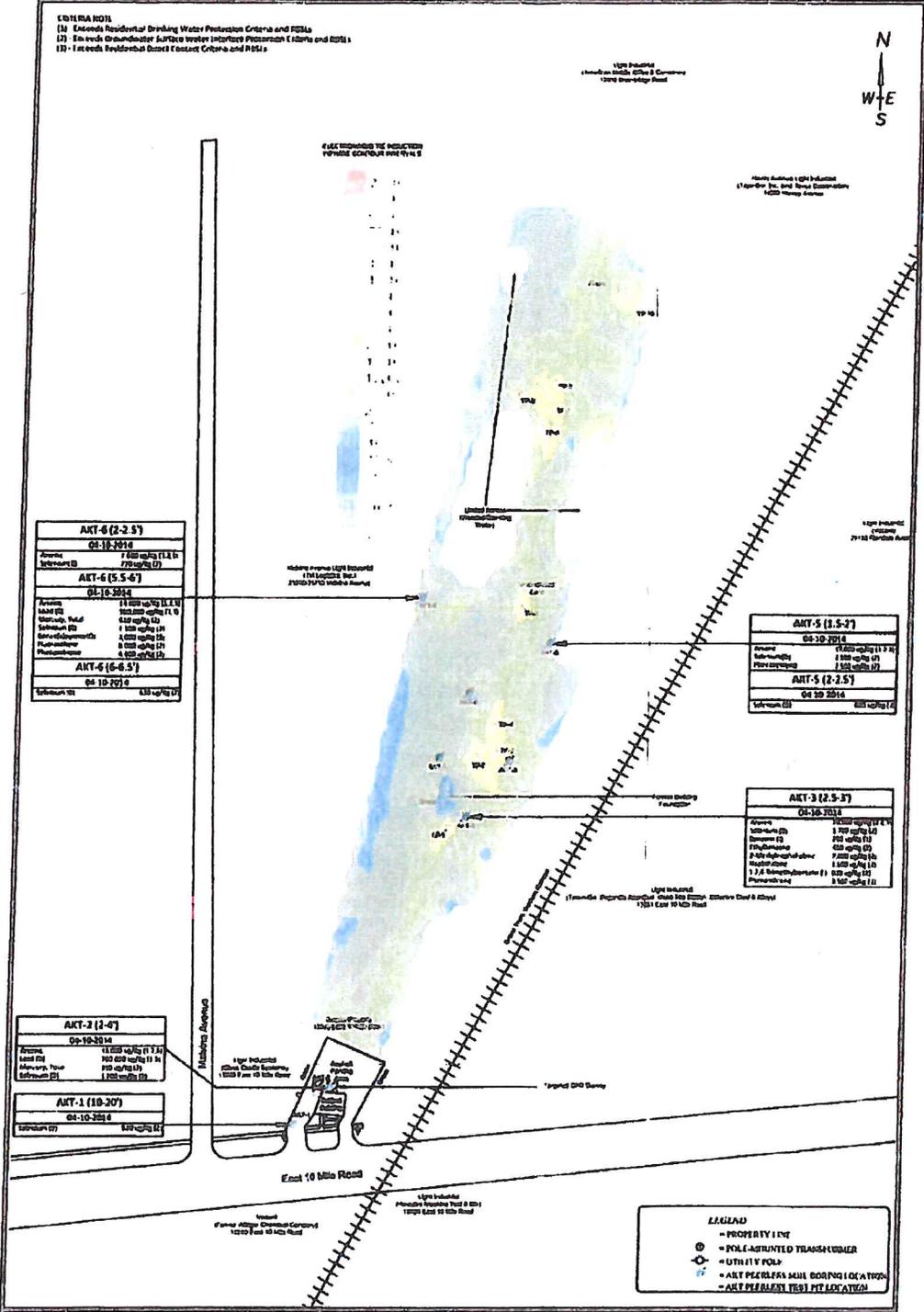
**Sampling Location Map**



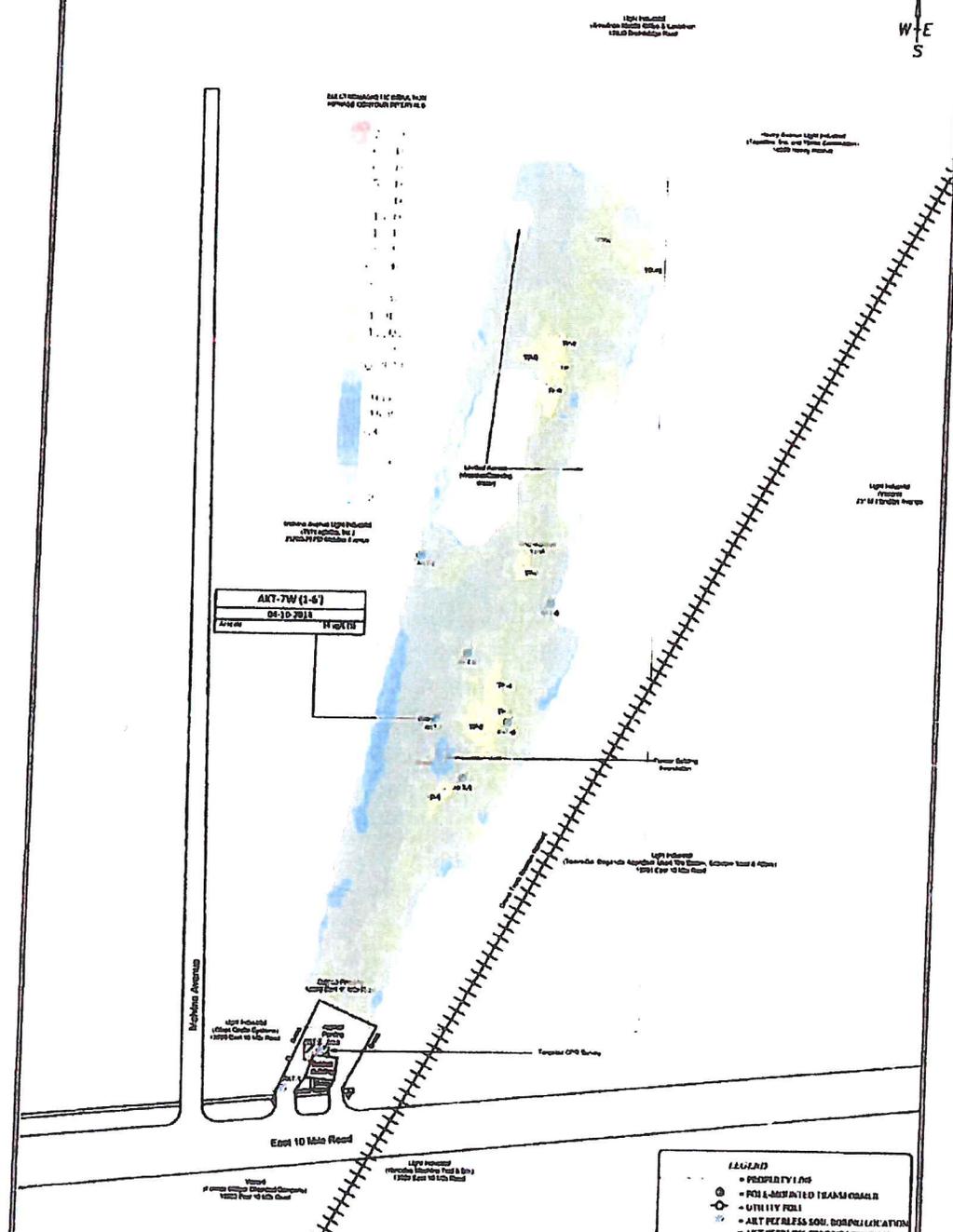
**Figure 4**

**Map of Known Extent of Vertical  
& Horizontal Contamination**

- CRITERIA NOT:**
- (1) Exceeds Residential Drinking Water Protection Criteria and PCBs
  - (2) Exceeds Groundwater Surface Water Interface Protection Criteria and PCBs
  - (3) Exceeds Residential Direct Contact Criteria and PCBs



**CRITICAL NOTE**  
 (1) Covers Residential Drinking Water Criteria and GDLs



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 LANSING MICHIGAN  
 www.aktpeerless.com

**SITE MAP WITH GROUNDWATER ANALYTICAL RESULTS EXCEEDING MDEQ RCC**  
 12075 EAST 10 MILE ROAD  
 WARREN, MICHIGAN  
 PROJECT NUMBER : 00014-2-16

DRAWN BY: AAL/SDS  
 DATE: 05/20/14  
 SCALE: 1" = 120' 00"  
 FIGURE 4

**Figure 5**  
**Color Site Photographs**



**SOUTHERN PORTION OF THE SUBJECT BUILDING**



**WESTERN PORTION OF THE SUBJECT BUILDING**

**AKTPEERLESS**

**PROPERTY PHOTOGRAPHS**

**INDUSTRIAL PROPERTY  
13875 E. 10 MILE ROAD  
WARREN, MICHIGAN**

**TAKEN BY: JDF  
DATE: 3/5/14**

**PROJECT NUMBER: 8601F**



**NORTHERN PORTION OF THE SUBJECT BUILDING**



**EASTERN PORTION OF THE SUBJECT BUILDING**

**AKTPEERLESS**

**PROPERTY PHOTOGRAPHS**

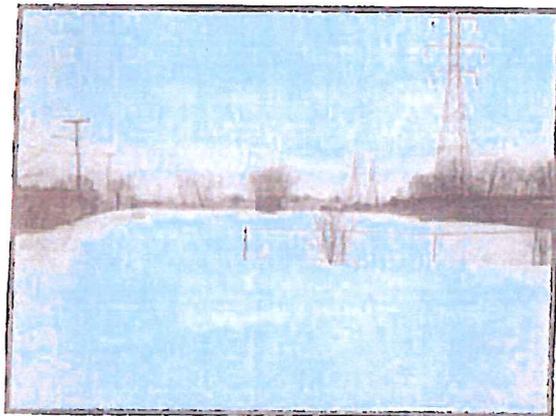
**INDUSTRIAL PROPERTY  
13875 E. 10 MILE ROAD  
WARREN, MICHIGAN**

**TAKEN BY: JDF  
DATE: 3/5/14**

**PROJECT NUMBER: 8601F**



SUSPICIOUS PIPES LOCATED ALONG NORTHWESTERN CORNER OF SUBJECT BUILDING



VIEW OF THE NORTHERN PORTION OF THE SUBJECT PROPERTY FACING NORTH

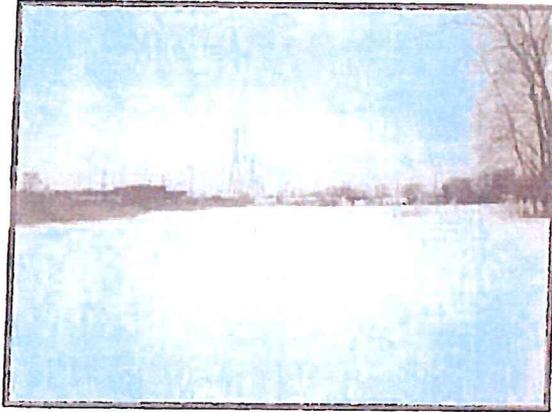
 **AKTPEERLESS**

*PROPERTY PHOTOGRAPHS*

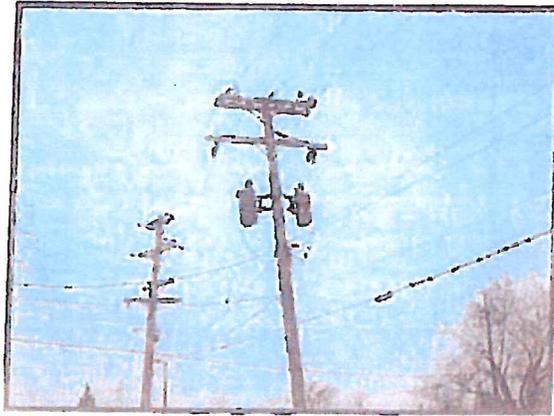
INDUSTRIAL PROPERTY  
13875 E. 10 MILE ROAD  
WARREN, MICHIGAN

TAKEN BY: JDF  
DATE: 3/5/14

PROJECT NUMBER: 8601F



VIEW OF THE NORTHERN PORTION OF THE SUBJECT PROPERTY FACING SOUTH



TWO POLE-MOUNDED TRANSFORMERS (NORTHWEST OF SUBJECT BUILDING)

 **AKT** PEERLESS

**PROPERTY PHOTOGRAPHS**

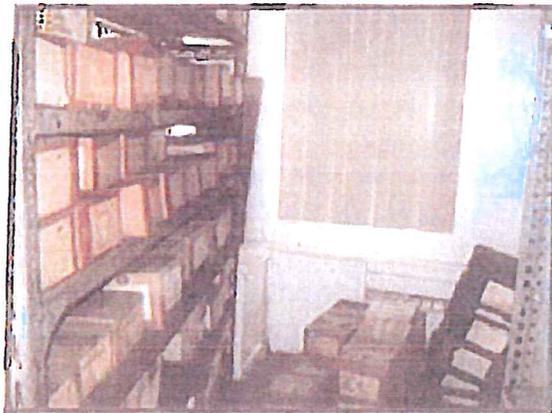
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13875 E. 10 MILE ROAD  
WARREN, MICHIGAN**

**TAKEN BY: JDF  
DATE: 3/5/14**

**PROJECT NUMBER: 8601F**



GENERAL INTERIOR VIEW OF THE SUBJECT BUILDING



INTERIOR STORAGE AREA

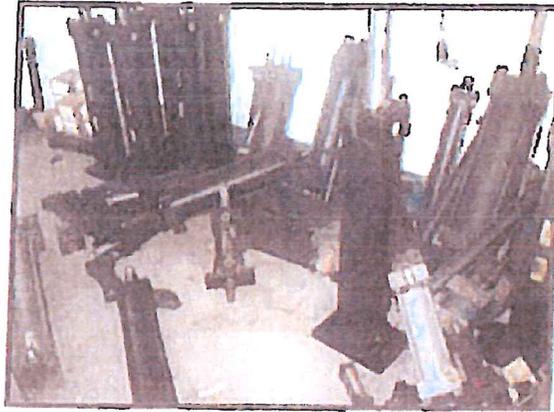
**AKT**PEERLESS

PROPERTY PHOTOGRAPHS

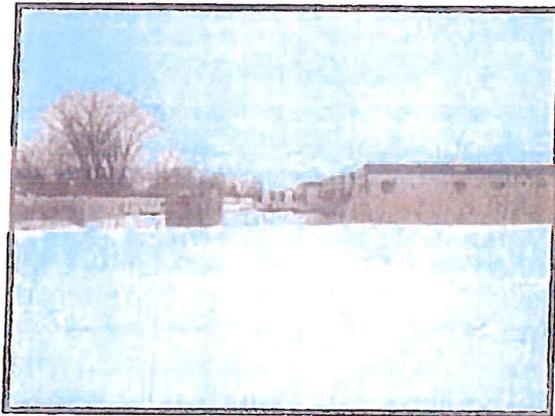
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13875 E. 10 MILE ROAD  
WARREN, MICHIGAN

TAKEN BY: JDF  
DATE: 3/5/14

PROJECT NUMBER: 8601F



INTERIOR STORAGE AREA



NORTHERN ADJOINING PROPERTY (13930 BRAINBRIDGE AVENUE)

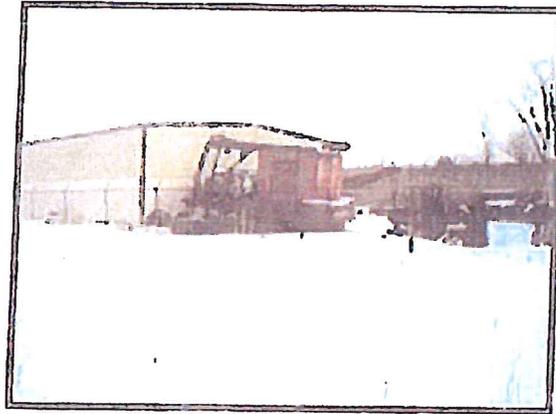
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**PROPERTY PHOTOGRAPHS**

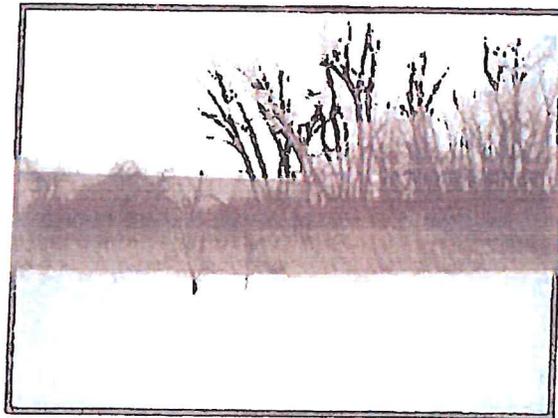
**INDUSTRIAL PROPERTY  
13875 E. 10 MILE ROAD  
WARREN, MICHIGAN**

TAKEN BY: JDF  
DATE: 3/5/14

PROJECT NUMBER: 0501F



**NORTHEASTERN ADJOINING PROPERTY (14010-14040 HOVEY)**



**EASTERN ADJOINING PROPERTY (25133 FLANDERS AVENUE)**

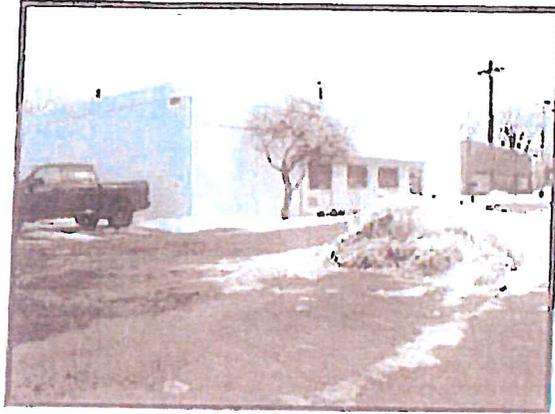
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**PROPERTY PHOTOGRAPHS**

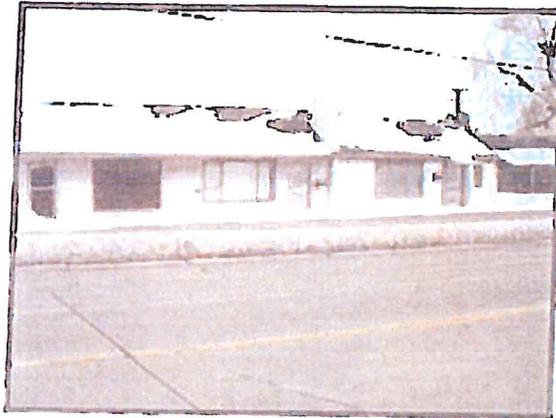
**INDUSTRIAL PROPERTY  
13875 E. 10 MILE ROAD  
WARREN, MICHIGAN**

**TAKEN BY: JDF  
DATE: 3/5/14**

**PROJECT NUMBER: 0601F**



**EASTERN ADJOINING PROPERTY (14009 E. 10 MILE ROAD)**



**EASTERN ADJOINING PROPERTY (13993-13995 E. 10 MILE ROAD)**

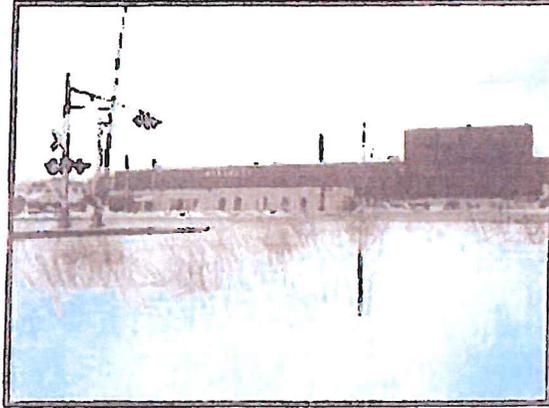
 **AKT** PEERLESS

**PROPERTY PHOTOGRAPHS**

**INDUSTRIAL PROPERTY  
13875 E. 10 MILE ROAD  
WARREN, MICHIGAN**

**TAKEN BY: JDF  
DATE: 3/5/14**

**PROJECT NUMBER: 8601F**



**SOUTHEASTERN ADJOINING PROPERTY (13920 E. 10 MILE ROAD)**



**SOUTHWESTERN ADJOINING PROPERTY (13650 E. 10 MILE ROAD)**

**AKTPEERLESS**

**PROPERTY PHOTOGRAPHS**

**INDUSTRIAL PROPERTY  
13875 E. 10 MILE ROAD  
WARREN, MICHIGAN**

**TAKEN BY: JDF  
DATE: 3/5/24**

**PROJECT NUMBER: 0601F**



**VIEW OF WESTERN ADJOINING PROPERTY (13801 E. 10 MILE ROAD)**



**VIEW OF WESTERN ADJOINING PROPERTY (25200-25750 MALVINA)**

**AKTPEERLESS**

**PROPERTY PHOTOGRAPHS**

**INDUSTRIAL PROPERTY  
13875 E. 10 MILE ROAD  
WARREN, MICHIGAN**

**TAKEN BY: JDF  
DATE: 3/5/18**

**PROJECT NUMBER: 8601F**

**Figure 6**  
**Redevelopment Project Rendering(s)**



**Figure 7**  
**Engineering Site Plan(s) or Site Plan(s)**



**STAR TRUCK RENTALS**  
**13878 10 MILE ROAD**  
**WARREN, MACOMB COUNTY, MI**

**C3.0**

**DAM SITE, INC.**  
 10000 W. WARREN ROAD  
 WARREN, MI 48090  
 (313) 297-1000

**GENERAL NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND CONDITIONS OF CONTRACT.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
4. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ENGINEER.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
6. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.
7. THE CONTRACTOR SHALL MAINTAIN A RECORD OF ALL WORK DONE AND MATERIALS USED.
8. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.
10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AIA AND ASCE CODES OF ETHICS.

**TRANSIT EXPLANATION**

1. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.

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3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

4. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ENGINEER.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

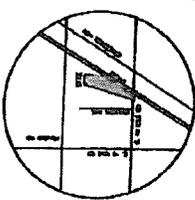
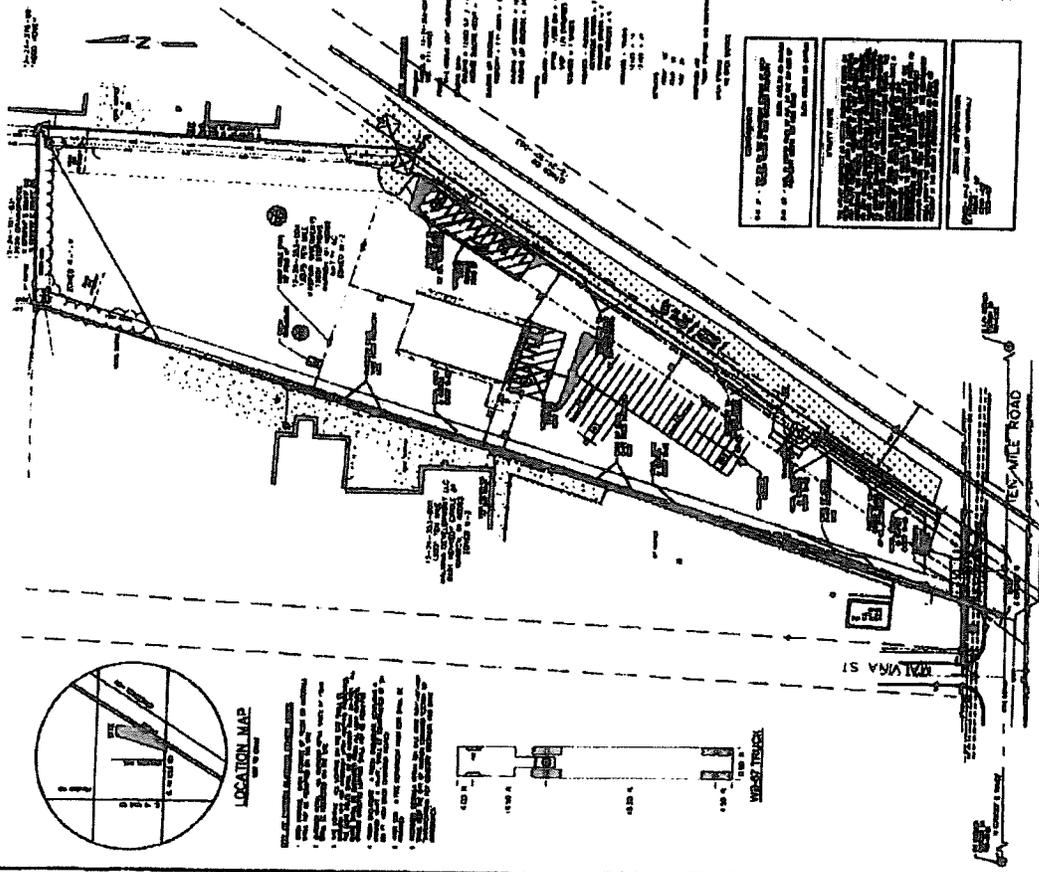
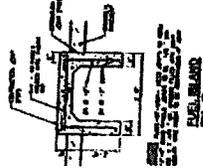
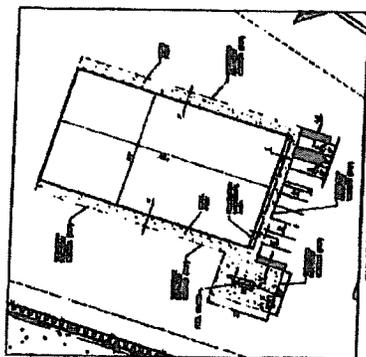
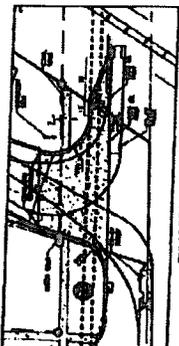
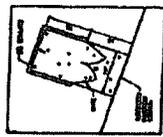
6. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.

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8. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.

10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AIA AND ASCE CODES OF ETHICS.



**LOCATION MAP**

THIS MAP IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.



**GENERAL NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND CONDITIONS OF CONTRACT.
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## TABLES

**Table 1**

**Summary of Costs for Eligible Activities**

**Table 1**

**Summary of Costs for Eligible Activities**

<b><u>MSF Eligible Activities</u></b>	<b><u>MSF Request</u></b>
Demolition	\$ 22,085
Lead and/or Asbestos Abatement	\$ 2,500
Infrastructure Improvements	\$ 187,006
Site Preparation	\$ 111,864
<i>Sub-Total</i>	\$ 323,455
Contingency (15%)*	\$ 48,143
<i>Sub-Total</i>	\$ 371,598
Interest**	\$ 0
Brownfield/Work Plan Preparation***	\$ 10,000
<b>MSF TOTAL</b>	<b>\$ 381,598</b>
<b><u>DEQ Eligible Activities</u></b>	<b><u>DEQ Request</u></b>
Baseline Environmental Assessment	\$ 3,000
Due Care Activities	\$ 21,983
Additional Response Activities	\$ 2,500
Environmental Insurance	\$ 0
<i>Sub-Total</i>	\$ 27,483
Contingency (indicate 15%)*	\$ 0
<i>Sub-Total</i>	\$ 27,483
Brownfield/Work Plan Preparation***	\$ 10,000
Interest	\$ 0
<b>DEQ TOTAL</b>	<b>\$ 37,483</b>
<b>GRAND TOTAL OF ELIGIBLE ACTIVITIES (MSF + DEQ)</b>	<b>\$ 419,081</b>

*\*The DEQ and MEDC allow up to a 15% contingency.*

*\*\*Upon request, the MSF Board will consider interest in accordance with the current MEDC Brownfield Program Guidelines.*

*\*\*\*The DEQ and MEDC allow an agency-combined total of up to \$20,000 for preparation of Brownfield Plans and/or Act 381 Work Plans. This should be appropriately split between the agencies.*

**Table 2**  
**Tax Capture/  
Reimbursement Schedule**



## ATTACHMENTS

**Attachment A**  
**Resolution(s) Approving**

**Attachment B**

**Facility Confirmation**

**See BEA provided separately**

**Attachment C**  
**Reimbursement Agreement**