



# 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, September 8, 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 August 25, 2015
- 7 APPROVAL OF THE BILLS
  - a) General Revenue Funds
  - b) Water & Sewer System
- 8 ANNOUNCEMENTS
- 9 PUBLIC HEARINGS/ADMINISTRATIVE HEARINGS:
  - a) **PUBLIC HEARING:** Request approval of Site Plan and Special Land Use Permit for a New Used Car Sales Facility and Detailing area; located on the west side of Mound Road approximately 971.54 feet north of Eight Mile Road; 21083 Mound Road; Section 32; Lukas Koja petitioner.
  - b) **PUBLIC HEARING:** Request approval of Alley Vacation; located west of Mound Road; approximately 165 ft. north of Hayden Street; 21083 Mound; Section 32; Alqush, LLC (Lukas Koja).
  - c) **PUBLIC HEARING:** Request approval of Site Plan and Special Land Use Permit for an Air-Soft Gaming Facility and Semi-Truck Storage Parking; to be located on the west side of Mound Road; approximately 846 feet south of Ten Mile Road; 246429-B Mound Road; Section 29; Wojtunicki Real Estate Holdings, LLC (Tim Storey) petitioner.

- d) **PUBLIC HEARING:** Request approval of Subdivision LOT SPLIT; Request one lot into two lots; Lot 301 (13-34-153-021) in Piper's Second Van Dyke Farms Subdivision; located on the north side of Studebaker Avenue, approximately 338 ft. east of Van Dyke Avenue to be split into two parcels; Section 34; George Barnes (RDG FUND-5 LLC) 8067 Studebaker.
- e) **PUBLIC HEARING:** Request approval of Special Assessment Roll No. 468, relating to 11114 Stephens, Nuisance Abatement. Demolition of house. CONSIDERATION AND ADOPTION OF A RESOLUTION.
- f) **PUBLIC HEARING:** Request approval of Special Assessment Roll No. 466, relating to 8205 Eight Mile, Nuisance Abatement. Vacant dilapidated block commercial building. CONSIDERATION AND ADOPTION OF A RESOLUTION.

**10 CORRESPONDENCE FROM THE MAYOR:**

- a) Proposed resolution to approve appropriation of funds for the acquisition of Tax-Reverted Properties, along with a proposed resolution authorizing purchase of Tax-Reverted Properties from the County of Macomb and a proposed resolution to provide Notice of Intent to Sell 101 Tax-Reverted Properties to Macomb 12, LLC. CONSIDERATION AND ADOPTION OF A RESOLUTION.
- b) CONSIDERATION AND ADOPTION OF A RESOLUTION approving agreement between the City of Warren and Macomb County Community Service Agency for CHORE Services.
- c) CONSIDERATION AND ADOPTION OF A RESOLUTION approving Emergency Shelter Agreement between the City of Warren and MCREST.
- d) CONSIDERATION AND ADOPTION OF A RESOLUTION approving agreement between the City of Warren and St. Vincent de Paul.
- e) CONSIDERATION AND ADOPTION OF A RESOLUTION approving agreement with the Salvation Army-MATTS.
- f) CONSIDERATION AND ADOPTION OF A RESOLUTION approving agreement between the City of Warren and Turning Point for shelter services.
- g) Proposed resolution approving agreement to assign customer water service contract to Great Lakes Water Authority. CONSIDERATION AND ADOPTION OF A RESOLUTION.
- h) Request for an additional appropriation of funds for the Water and Sewer System in the amount of \$830,000.00 for the incinerator scrubber replacement project. CONSIDERATION AND ADOPTION OF A RESOLUTION.
- i) Request of the Waste Water Treatment Division to award bid ITB-W-9211, City Contract WWTP-15-002 to the low bidder, J.F. Cavanaugh Company in the total bid amount of \$2,385,000.00 for removal and replacement of the scrubber/quencher system as required by DEQ. CONSIDERATION AND ADOPTION OF A RESOLUTION.
- j) Request for an additional appropriation of funds for the Human Resources Department in the amount of \$20,000.00 to provide funding for professional services to prepare and file health coverage information as mandated by the Federal Healthcare Reform. CONSIDERATION AND ADOPTION OF A RESOLUTION.

- k) CONSIDERATION AND ADOPTION OF A RESOLUTION approving a contract with BASIC to prepare and file health coverage information 1094-C and 1095-C returns required by Federal Healthcare Reform in the amount of \$20,000.00.
- l) Request of the Fire Department to award bid ITB-W-9145 for HVAC Duct Cleaning Services at Fire Stations to Danboise Mechanical, Inc., in an amount not to exceed \$13,312.00. CONSIDERATION AND ADOPTION OF A RESOLUTION.

**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:**

**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) CONSIDERATION AND ADOPTION OF A RESOLUTION approving proposed ordinance amendment to Chapter 9, Article 6 relating to Condemnation and Abatement of Dangerous Buildings, Structures, or Premise; to Repeal the Nuisance Abatement Board of Appeals, and Restore Authority to City Council. (Second Reading).
- b) Request to schedule a Closed Session pursuant to section 8 (e) of Public Act 267 of 1976 relating to the matter of Ayad Chirkina v City of Warren and Vahae Engeian, USDC Eastern District of Michigan Case 2:15-cv-12834-SFC-RSW. Hon. Sean F. Cox
- c) Request to schedule a Closed Session pursuant to section 8 (e) of Public Act 267 of 1976 relating to the matter of New Par d/b/a Verizon Wireless v City of Warren. USDC Eastern District of Michigan Case 2:15-cv-12934-MAG-MKM. Hon. Mark A. Goldsmith.
- d) Request to review and confirm Special Assessment Roll No. 469 relating to 8303 Rivard for the removal of the house, Nuisance Abatement. PUBLIC HEARING DATE-October 13, 2015.
- e) CONSIDERATION AND ADOPTION OF A RESOLUTION approving proposed ordinance amendments to chapter 13, Article II, Division 8 of the Code of Ordinances to Prohibit Flamethrowers. (Second Reading).

**WARREN CITY COUNCIL  
REGULAR MEETING  
August 25, 2015**

A Regular Meeting of the Warren City Council was called for Tuesday, August 25, 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  
Steven G. Warner, Councilman (arrived at 8:06 p.m.)

**ABSENT:**

Kelly Colegio, Councilwoman

**Also Present:**

Mary Michaels, Acting City Attorney  
James Van Havermaat, City Engineer  
Tracey Perry, Communications  
Phil Easter, Human Resources  
Carolyn Kurkowski Mocerri, Treasurer  
Gina Hensley, CDBG Community Development  
Lark Samouelian, Community Development  
Marcia Smith, Assessing

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

Councilmember's Colegio and Warner were absent.

**Motion:**

Motion to excuse the absent members was made by Councilman Stevens and support motion made by Councilman Boccomino.

**Voice Vote:**

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August 25, 2015  
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A voice vote was taken on the motion. All "Ayes" were recorded. The motion carried (5-0).

4. **ADOPTION OF THE CONSENT AGENDA**

**Motion:**

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

**Voice Vote:**

A voice vote was taken on the motion. All "Ayes" were recorded. The motion carried (5-0).

5. **ADOPTION OF AGENDA**

**Motion:**

Motion to approve made by Councilman Stevens and support motion made by Councilman Green. With the following amendments: Councilman Green added 14c regarding construction debris. Item 14d was added by Councilman Sadowski regarding Marijuana grow houses.

**Roll Call:**

A roll call vote was taken on the motion. The motion carried (5-0).

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

6. **APPROVAL OF THE MINUTES**

a) **Minutes of the Regular Meeting of August 11, 2015**

**Motion:**

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

**Voice Vote:**

A voice vote was taken on the motion. All "Ayes" were recorded. The motion carried (5-0).

7. **APPROVAL OF THE BILLS**

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a) **General Revenue Funds**

**Motion:**

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

**Roll Call:**

A roll call vote was taken on the motion. The motion carried (4-1).

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

b) **Water & Sewer System**

**Motion:**

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

**Roll Call:**

A roll call vote was taken on the motion. The motion carried (5-0).

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

c) **General Fund Revenue Report**

**Motion:**

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

**Voice Vote:**

A voice vote was taken on the motion. All "Ayes" were recorded. The motion carried (5-0).

d) **General Fund Expenditure Report**

**Motion:**

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

**Voice Vote:**

A voice vote was taken on the motion. All "Ayes" were recorded. The motion carried (5-0).

8. **ANNOUNCEMENTS**

Centerline Mayor David Hanselman passed away and Harvey Dean passed away.

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

- a) **PUBLIC HEARING:** Special Assessment Roll No. 465, relating to 2361 Emmons, Nuisance Abatement. Fire damaged one and ¼ story vinyl house, 930 square feet with crawl space, with a concrete slab at the north rear. CONSIDERATION AND ADOPTION OF A RESOLUTION.

**Motion:**

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

**Roll Call:**

A roll call vote was taken on the motion. The motion carried (5-0).

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

- b) **PUBLIC HEARING:** 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.

**Motion:**

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

**Roll Call:**

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A roll call vote was taken on the motion. The motion carried (5-0).

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

**10 CORRESPONDENCE FROM THE MAYOR:**

- a) CONSIDERATION AND ADOPTION OF A RESOLUTION approving proposed ordinance amendment to Chapter 9, Article 6 relating to Condemnation and Abatement of Dangerous Buildings, Structures, or Premise; to Repeal the Nuisance Abatement Board of Appeals, and Restore Authority to City Council. (First Reading).

**Motion:**

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

**Roll Call:**

A roll call vote was taken on the motion. The motion carried (5-0).

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

- b) CONSIDERATION AND ADOPTION OF A RESOLUTION approving RFP and appointing one member of Council to the Background Check for Fire Fighter Applicants Review Panel.

**Motion:**

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

**Roll Call:**

A roll call vote was taken on the motion. The motion carried (5-0).

Councilman Sadowski	Yes
Councilman Green	Yes
Councilman Boccomino	Yes
Councilman Stevens	Yes

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Chairman St. Pierre                      Yes

- c) CONSIDERATION AND ADOPTION OF A RESOLUTION approving continuation of the City's Health Insurance Coverage with Blue Cross Blue Shield of Michigan and Dental Insurance Coverage with Delta Dental through September 30, 2016.

**Motion:**

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

**Roll Call:**

A roll call vote was taken on the motion. The motion carried (5-0).

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

- d) CONSIDERATION AND ADOPTION OF A RESOLUTION approving Bid ITB-W-8810 to provide for continuation of the City's managed Dental Services contract with Golden Dental Plans, Inc. for the twelve (12) month period from October 1, 2015 through September 30, 2016.

**Motion:**

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

**Roll Call:**

A roll call vote was taken on the motion. The motion carried (5-0).

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

- e) CONSIDERATION AND ADOPTION OF A RESOLUTION for approval of renewal of City's "Vacant Property" Insurance effective 2015-2016.

**Motion:**

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

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**Roll Call:**

A roll call vote was taken on the motion. The motion carried (5-0).

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

- f) Request of the Engineering Division to approve contract Modification No. 1 and Final and payment No. 4 and Final to City Contract P-14-578, 2014 Pavement Repairs with C & L Enterprizes, Inc., for a decrease in contract funding by \$138,395.27. CONSIDERATION AND ADOPTION OF A RESOLUTION.

**Motion:**

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

**Roll Call:**

A roll call vote was taken on the motion. The motion carried (5-0).

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

- g) Request of the Assessing Department for an additional appropriation of funds in the amount of \$25,000.00 to cover the cost of property tax appeal legal services, if needed. CONSIDERATION AND ADOPTION OF A RESOLUTION.

**Motion:**

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

**Roll Call:**

A roll call vote was taken on the motion. The motion carried (4-1).

Councilman Boccomino	Yes
Councilman Stevens	Yes
Councilman Sadowski	Yes

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Councilman Green	No
Chairman St. Pierre	Yes

- h) Recommendation of the Review Panel to Award RFP-W-9215, a contract to provide property tax appeal attorney services to Hallahan & Associates, P.C. for a three (3) year period with the option to renew for two (2) additional one (1) year periods in an amount not to exceed \$50,000.00 annually. CONSIDERATION AND ADOPTION OF A RESOLUTION.

**Motion:**

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

**Roll Call:**

A roll call vote was taken on the motion. The motion carried (4-1).

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

- i) Request of the Communications Department to award Bid ITB-W-9249 for the printing of the 2016 Calendar with the 2015 Annual Report to the low responsible and cost effective bidder, Dearborn Lithograph, Inc., in the amount of \$23,299.88 for 58,308 calendars. CONSIDERATION AND ADOPTION OF A RESOLUTION.

**Motion:**

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

**Roll Call:**

A roll call vote was taken on the motion. The motion carried (4-1).

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

- j) Request of the Department of Public Works that ITB-W-9166, to furnish and deliver emulsion for a one (1) year period which was awarded to

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Terry Asphalt Materials, Inc., by City Council on April 14, 2015 be rescinded and Bid ITB-W-9252 be awarded to the low responsible and cost effective bidder, Michigan Paving & Materials, Co., from the official date of City Council approval through April 30, 2017 with an option to renew for one (1) additional year at the same terms and conditions with mutual consent of both parties, in an amount not to exceed \$68,830.00 through April 30, 2017. CONSIDERATION AND ADOPTION OF A RESOLUTION.

**Motion:**

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

**Roll Call:**

A roll call vote was taken on the motion. The motion carried (5-0).

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

- k) Request of the Water Division to award Bid ITB-W-9241 for repair clamps and sleeves, for a one (1) year period, be awarded to the low responsible and cost effective bidder, Etna Supply Company in the annual amount not to exceed \$35,528.30. CONSIDERATION AND ADOPTION OF A RESOLUTION.

**Motion:**

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

**Roll Call:**

A roll call vote was taken on the motion. The motion carried (5-0).

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

- l) Request of the Public Service Department to increase the award Bid ITB-W-9098 in the amount of \$550.00 for the demolition of a 1.25 story

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house located at 6898 Lozier to Blue Star, Inc. CONSIDERATION AND ADOPTION OF A RESOLUTION.

**Motion:**

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

**Roll Call:**

A roll call vote was taken on the motion. The motion carried (5-0).

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

- m) Request of the Public Service Division and the Department of Public Works to authorize the purchase of passenger and light truck tires from Trader Ray Tire Center through the Michigan Cooperative Purchasing Program (Contract #071B8200076), for a period commencing upon City Council approval through July 15, 2016, in the amount not to exceed \$50,000.00. CONSIDERATION AND ADOPTION OF A RESOLUTION.

**Motion:**

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

**Roll Call:**

A roll call vote was taken on the motion. The motion carried (5-0).

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

- n) CONSIDERATION AND ADOPTION OF A RESOLUTION approving amendments to the 2014-2015 & 2015-2016 Housing and Community Development Action Plans for additional funding for renovations to park comfort stations.

**Motion:**

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

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**Roll Call:**

A roll call vote was taken on the motion. The motion carried (5-0).

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

- o) Request of Community Development to award contract ITB-W-9203 for Interior Renovations to Comfort Stations Located within Winters, Jaycee, and Underwood Parks & Installation of Security Camera's at Groesbeck, Jaycee, and Underwood Parks. CONSIDERATION AND ADOPTION OF A RESOLUTION.

**Motion:**

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

**Roll Call:**

A roll call vote was taken on the motion. The motion carried (5-0).

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

- p) Request of Community Development to amend the 2014-2015 Housing and Community Development Action Plan, HOPWA Budgets and the Agreements with Oakland Livingston Human Service Agency (OLHSA). CONSIDERATION AND ADOPTION OF A RESOLUTION.

**Motion:**

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

**Roll Call:**

A roll call vote was taken on the motion. The motion carried (5-0).

Councilman Boccomino	Yes
Councilman Stevens	Yes
Councilman Sadowski	Yes

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Councilman Green	Yes
Chairman St. Pierre	Yes

- q) Request of Community Development to award ITB-W-9159 for the rehabilitation of a Single Family Home at 11804 Engleman to D & T Home Improvement LLC., in an amount not to exceed \$58,950.00. CONSIDERATION AND ADOPTION OF A RESOLUTION.

**Motion:**

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

**Roll Call:**

A roll call vote was taken on the motion. The motion carried (5-0).

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

Councilman Warner arrived at 8:06 p.m.

- r) Request of the Purchasing Department to award Bid ITB-W-9250 for the publication of Legal Notices be awarded to the low responsible and cost effective bidder, C & G Newspapers, for a one year period, with the option to renew for three (3) additional one (1) year periods in the estimated annual amount of \$44,096.00. CONSIDERATION AND ADOPTION OF A RESOLUTION.

**Motion:**

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

**Roll Call:**

A roll call vote was taken on the motion. The motion carried (4-2).

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

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- s) Request of the Purchasing Department to participate in the State of Michigan contract with the Home Depot for maintenance, repair and operating (MRO) Supplies; (Contract 071B2200178) for a term ending July 31, 2016, in an annual amount not to exceed \$70,000.00 (\$60,000.00 through the City and \$10,000.00 through Water).  
CONSIDERATION AND ADOPTION OF A RESOLUTION.

**Motion:**

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

**Roll Call:**

A roll call vote was taken on the motion. The motion carried (5-1).

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

- t) CONSIDERATION AND ADOPTION OF A RESOLUTION approving the application for SMART Municipal Credit and Community Credit and to authorize execution of contract for FY 2016.

**Motion:**

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

**Roll Call:**

A roll call vote was taken on the motion. The motion carried (6-0).

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

**11 MISCELLANEOUS CORRESPONDENCE:**

- a) (Previously 10j on 8/11/15) Request of the Police Department to authorize the purchase of Police Vehicle Accessories through the Oakland County Cooperative Contract #003806 for a period

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commencing upon the official date of City Council approval until June 30, 2016, to Winder Police Equipment, in an amount not to exceed \$50,000.00. CONSIDERATION AND ADOPTION OF A RESOLUTION.

**Motion:**

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

**Roll Call:**

A roll call vote was taken on the motion. The motion carried (6-0).

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

**12 Audience – an opportunity for citizen participation**

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

City Treasurer Carolyn Kurkowski Mocerri spoke.

**13 Council – Calendar of Pending Matters**

**14 COUNCIL BUSINESS:**

- a) Council Secretary/Mayor Pro Tem Scott C. Stevens: Removal of No Turn on Red Signs that are not accompanied with a Right Turn Green Arrow on all East/West Major Roads within Warren's jurisdiction.

**Motion:**

Motion to have the Macomb County Road Commission remove No Turn on Red signs where not needed as discussed with them at the Committee of the Whole meeting of August 17, 2015 was made by Councilman Stevens and support motion made by Councilman Boccomino.

**Voice Vote:**

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A voice vote was taken on the motion. All "Ayes" were recorded. The motion carried (6-0).

- b) Council Secretary/Mayor Pro Tem Scott C. Stevens: Review and Update of Part 2 Chapter 19 of the Code of Ordinances as it relates to massage.

**Motion:**

Motion to have City Attorney update part 2 of chapter 19 or City Ordinances relating to massage was made by Councilman Stevens and support motion made by Councilman Warner.

**Voice Vote:**

A voice vote was taken on the motion. All "Ayes" were recorded. The motion carried (6-0).

- c) Council Vice President, Patrick Green: Request that the DPW and Engineering Division begin the collection of construction debris on local roadways.

**Motion:**

Motion to send a letter to Dan's Excavating to pick up construction signs was made by Councilman Green and support motion made by Councilman Stevens.

**Voice Vote:**

A voice vote was taken on the motion. All "Ayes" were recorded. The motion carried (6-0).

- d) Council Assistant Secretary, Keith Sadowski, Discussion in re: Medical marijuana grow houses.

**Motion:**

Motion to add this item to the committee of the whole was made by Councilman Sadowski and support motion made by Councilman Boccomino.

**Voice Vote:**

A voice vote was taken on the motion. All "Ayes" were recorded. The motion carried (6-0).

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**Motion:**

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

**Voice Vote**

A voice vote was taken on the motion and all "Ayes" were recorded. The motion carried (6-0). The meeting adjourned at 8:32 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 SEPTEMBER 8, 2015  
 SUMMARY PAGE

FUND	FUND NAME	TOTAL DISBURSEMENTS
101	GENERAL FUND	\$ 1,478,321.43
202	MTF ACT 51 MAJOR OPERATNG	11,837.74
203	MTF ACT 51 LOCAL OPERATNG	5,624.04
204	2011 LOCAL STREET R&M	344,527.33
208	RECREATION SPEC REVENUE	51,497.89
226	SANITATION SPECIAL REV	31,092.90
230	RENTAL ORDINANCE REVENUE	164.92
250	COMMUNICATIONS	16,540.91
261	DRUG FORFEITURE FUND	1,872.91
262	POLICE TRAINING FUND	5,895.00
271	LIBRARY SPECIAL REVENUE	43,240.66
273	CDBG ENTITLEMENT FUND	17,348.40
277	H.O.M.E.	12,760.00
278	HOUSING OPPORTUNITIES	32,776.99
279	NSP - 1	1,512.07
280	NSP - 3	21,835.57
410	37TH D.C. BLDG RENOVATION	997.50
436	2008 CAPITAL IMPROV BONDS	95,148.74
494	DDA ADMINISTRATION FUND	31.74
495	TIFA CONSTRUCTION FUND	34.99
536	SENIOR HOUSING - STILWELL	16,384.28
537	SENIOR HOUSING-JOS. COACH	6,663.45
701	UNALLOCATED TAX FUND	124,587.52
702	CASH BOND FUND	2,300.00
750	PAYROLL REVOLVING FUND	124,977.84
801	S/A REVOLVING FUND	<u>10,300.00</u>
	TOTAL CITY DISBURSEMENTS	<u>\$ 2,458,274.82</u>

CITY OF WARREN  
 BILLS TO BE APPROVED FOR PAYMENT  
 REGULAR MEETING OF SEPTEMBER 8, 2015

GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	731	AT&T	4482173	1,667.42
		VARIOUS MONTHLY PHONE SERVICE		
101	731	AT&T	4482184	175.08
		FIRE DEPARTMENT MONTHLY PHONE SERVICE		
101	12276	AT&T LONG DISTANCE	4482174	11.39
		37TH DISTRICT COURT LONG DISTANCE SERVICE		
101	11369	AT&T MOBILITY	4482185	452.01
		VARIOUS CELLULAR SERVICE		
101	323	DTE ENERGY	4482175	69.68
		VARIOUS ELECTRIC SERVICE		
101	323	DTE ENERGY	4482187	5,946.75
		VARIOUS ELECTRIC SERVICE		
101	323	DTE ENERGY	4482188	3,272.32
		VARIOUS ELECTRIC SERVICE		
101	324	DTE ENERGY	4482192	233,042.21
		HIGHWAY STREET LIGHTING ELECTRIC SERVICE		
101	14433	PAETEC TELEPHONE	4482194	6,815.21
		VARIOUS TELEPHONE SERVICE		
101	12239	VERIZON WIRELESS	4482189	311.28
		VARIOUS CELLULAR SERVICE		
101	11094	XO COMMUNICATIONS LLC	4482190	49.54
		ADMIN UNALLOCATED EXPENSE MONTHLY PHONE SERVICE		
101	12885	A-1 HEALTH & SAFETY EDUCA	558150	37.25
		POLICE DEPARTMENT SEMINAR		
101	13945	ADE INCORCORATED	558186	800.00
		37TH DISTRICT COURT NEEDS ASSESSMENTS		
101	15858	ADRIAN D CRANFORD	558272	125.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	9421	AIS CONSTRUCTION EQUIPMNT	558096	396.41
		D P W GARAGE EQUIPMENT SUPPLY		
101	34	AJAX TRAILERS LLC	557991	46.54
		D P W GARAGE EQUIPMENT SUPPLY		
101	6389	ALAN KITZENS	558065	25.00
		FIRE DEPARTMENT REIMBURSEMENT		
101	13413	ALERT ALL CORP	558160	600.00
		FIRE DEPARTMENT PROMOTIONAL SUPPLY		
101	14081	ALL ABOUT ANIMALS RESCUE	558191	500.00
		ANIMAL RIGHTS COMMISSION ANIMAL MICRO CHIP SERVICE		
101	7775	ALL SEASONS OUTDOOR EQUIP	558072	12.39
		D P W GARAGE EQUIPMENT SUPPLY		
101	43	ALLIE BROTHERS INC	557992	2,054.73
		FIRE DEPARTMENT UNIFORMS		
101	16201	ALTA EQUIPMENT	558287	990.00
		D P W GARAGE OPERATING SUPPLY		
101	13532	ANDREA C IRONS	558170	250.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	9457	ANDREW M CANU	558097	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		

CITY OF WARREN  
 BILLS TO BE APPROVED FOR PAYMENT  
 REGULAR MEETING OF SEPTEMBER 8, 2015

GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	14966	ANN PAUTA	558234	130.00
		ZONING BOARD OF APPEALS BOARD OF APPEALS		
101	14485	ANTHONY MISURACA	558208	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	70474	ANTHONY RUDIN	558315	76.26
		POLICE DEPARTMENT PLAINCLOTHES		
101	99998	ANYTIME PLUMBING	558325	449.00
		ESCROW REFUND 13-4473		
101	7481	APOLLO FIRE APPARATUS	558070	6,987.62
		VARIOUS VEHICLE MAINTENANCE		
101	77	APOLLO FIRE EQUIPMENT CO	557993	855.21
		FIRE DEPARTMENT VEHICLE MAINT/OPERATING		
101	15558	APPLIED IMAGING	558258	255.01
		POLICE DEPARTMENT COPY CHARGES		
101	10612	ARC	558110	158.70
		VARIOUS HIGH SPEED COPYING		
101	16195	ARROW INTERNATIONAL	558286	2,510.63
		FIRE DEPARTMENT OPERATING SUPPLY		
101	99998	ASPHALT SPECIALIST INC	558326	324.00
		ESCROW REFUND 11-4142		
101	99998	ASPHALT SPECIALISTS INC	558327	281.50
		ESCROW REFUND 09-4009		
101	16149	ASTRO WOOD STAKE INC	558284	635.61
		ENGINEERING & INSPECTIONS OPERATING SUPPLY		
101	13199	AVIS CHOULAGH LAW PLLC	558153	850.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	15901	BATTERYJUNCTION.COM	558274	317.92
		FIRE DEPARTMENT BATTERIES		
101	126	BELL EQUIPMENT CO	557995	5,913.40
		D P W GARAGE EQUIPMENT SUPPLY		
101	13586	BENJAMIN W WOLKINSON	558174	1,000.00
		HUMAN RESOURCES ARBITRATION SERVICE		
101	99998	BEVERLY GRANT	558329	54.00
		37TH DISTRICT COURT JURY DUTY		
101	9234	BROADSPIRE SERVICES, INC.	558091	10,105.00
		ADMIN UNALLOCATED EXPENSE CONTRACT RECONCILIATION		
101	4474	BROWNELLS INC	558048	332.71
		POLICE DEPARTMENT GUN RANGE SUPPLY		
101	184	C & G PUBLISHING INC	557996	7,644.76
		VARIOUS PUBLIC NOTICE		
101	16380	CANDACE DROMOWICZ	558293	150.00
		37TH DISTRICT COURT RECORDING SERVICES		
101	11646	CARL HAUSWIRTH	558129	150.00
		BUILDING INSPECTIONS REIMBURSEMENT		
101	99998	CASEY VANG	558332	54.00
		37TH DISTRICT COURT JURY DUTY		
101	215	CENTRAL OIL CO	557997	244.00
		D P W GARAGE OIL PRODUCTS		

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

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	16021	CHARLES J PRYOR	558279	65.00
		PLANNING	PLANNING COMMISSION	
101	222	CHESTER BOOT SHOP	557998	684.10
		FIRE DEPARTMENT	SHOES/BOOTS	
101	14902	CHRIS METRY	558230	150.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	14483	CHRISTOPHER ALAYAN	558207	500.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	70344	CHRISTOPHER LIVINGSTON	558313	64.55
		POLICE DEPARTMENT	PLAINCLOTHES	
101	11296	CHRISTOPHER PRESS DDS PC	558122	5,618.90
		37TH DISTRICT COURT	DRUG COURT DENTAL SERVICE	
101	1214	CITY OF WARREN	558022	80.00
		D P W GARAGE	PETTY CASH	
101	1218	CITY OF WARREN	558023	178.38
		MAYOR	PETTY CASH	
101	99998	CITY OF WARREN TREASURER	558335	92.50
		TREASURER	SPECIAL ASSESSMENT	
101	16005	CLASS 'A' TRAINING CENTER	558278	14,216.00
		37TH DISTRICT COURT	DRUG TESTING	
101	14530	CLAUDETTE ROBINSON	558209	15.00
		PLANNING	PLANNING COMMISSION	
101	3667	COMCAST CABLEVISION	558043	9.49
		FIRE DEPARTMENT	CABLE TELEVISION	
101	12310	COMCAST COMMERCIAL ONLINE	558143	1,534.20
		POLICE DEPARTMENT	INTERNET SERVICE	
101	16401	COMMPAR LLC	558295	575.60
		D P W GARAGE	VEHICLE MAINTENANCE	
101	12207	COMPLETION HOUSE INC	558140	8,770.00
		37TH DISTRICT COURT	DRUG COURT REHABILITATION	
101	14635	COMPONE ADMINISTRATORS	558216	57,259.74
			WORKERS COMPENSATION	
101	10188	COUNTY OF OAKLAND BLDG12E	558107	7,985.74
		POLICE DEPARTMENT	CLEMIS USAGE FEE	
101	3158	CRAIN'S DETROIT BUSINESS	558039	152.00
		VARIOUS	SUBSCRIPTION	
101	14756	CREST FORD, INC	558222	993.93
		D P W GARAGE	VEHICLE MAINTENANCE	
101	15974	CTT/ MTU	558277	30.00
		ENGINEERING & INSPECTIONS	PRESENTATION	
101	14678	D & D HOLDING LLC	558218	186.50
		POLICE DEPARTMENT	VEHICLE MAINTENANCE	
101	8698	D TODD WILLIAMS	558086	475.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	5569	DALES LANDSCAPING SUPPLY	558055	473.00
		D P W GARAGE	LANDSCAPING SUPPLY	
101	16069	DAVID BEAN	558282	150.00
		BUILDING INSPECTIONS	REIMBURSEMENT	

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

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	13595	DAVID J LUSN	558175	150.00
		BUILDING INSPECTIONS REIMBURSEMENT		
101	15751	DAVID R DRAPER	558262	100.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	9336	DAVID WORDEN	558095	575.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	6175	DAWN M WALTON	558060	450.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	13638	DEAF COMMUNITY ADVOCACY	558179	265.80
		37TH DISTRICT COURT INTERPRETING SERVICES		
101	14374	DEALER AUTO PARTS SALES	558201	179.92
		D P W GARAGE VEHICLE MAINTENANCE		
101	8452	DEBORAH BLONDHEIM	558081	25.00
		FIRE DEPARTMENT REIMBURSEMENT		
101	12229	DEBORAH WHYMAN	558142	650.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	3627	DELANG FLUID POWER INC	558042	771.29
		D P W GARAGE VEHICLE MAINTENANCE		
101	80110	DELTA DENTAL PLAN	558321	3,541.14
		VARIOUS RETIREES DENTAL INSURANCE		
101	14639	DELUXE BUSINESS CHECKS	558217	654.32
		37TH DISTRICT COURT OPERATING SUPPLY		
101	8133	DEPENDABLE WHOLESALE INC	558077	5,596.25
		D P W GARAGE HEAVY DUTY TIRE REPAIR		
101	16506	DETROIT EDISON COMPANY	558300	105,194.00
		HIGHWAY STREET LIGHTING LED STREET LIGHT INSTALL		
101	7298	DISTINCTIVE COLLISON INC	558068	982.20
		D P W GARAGE VEHICLE MAINTENANCE		
101	14241	DONALD C WHEATON JR	558195	250.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	15171	DONALD GILLAIN	558244	175.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	13756	DRIVELINE PERFORMANCE	558181	990.00
		D P W GARAGE VEHICLE MAINTENANCE		
101	944	ED RINKE CHEVROLET	558016	485.19
		D P W GARAGE VEHICLE MAINTENANCE		
101	16286	EDNA M KARPINSKI	558289	65.00
		PLANNING PLANNING COMMISSION		
101	8494	ELDER FORD INC	558082	223.95
		D P W GARAGE VEHICLE MAINTENANCE		
101	99998	ELIZABETH LANZON	558338	53.70
		37TH DISTRICT COURT JURY DUTY		
101	99998	ERIC STAUFFER	558339	54.30
		37TH DISTRICT COURT JURY DUTY		
101	400	FEDERAL EXPRESS CORP	558004	30.68
		ENGINEERING & INSPECTIONS EXPRESS MAIL		
101	13442	FIRESERVICE MANAGEMENT	558163	255.00
		FIRE DEPARTMENT UNIFORM CLEANING/REPAIR		

CITY OF WARREN  
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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	14607	FLEET PRIDE HEAVY DUTY	558213	3,487.62
		D P W GARAGE AUTO PARTS		
101	13932	GARRETT DOOR CO	558185	685.00
		D P W GARAGE OVERHEAD DOOR SERVICE		
101	14308	GENEVIEVE LYNN TAYLOR	558200	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	15475	GENUINE PARTS COMPANY	558254	965.72
		D P W GARAGE VEHICLE PARTS		
101	15273	GOLD COIN LAUNDRIES LLC	558247	498.19
		FIRE DEPARTMENT LAUNDRY SERVICE		
101	10875	GOV CONNECTION INC	558115	1,356.48
		VARIOUS COMPUTER EQUIPMENT		
101	16413	GSP MARKETING INC	558296	462.48
		D P W GARAGE VEHICLE MAINTENANCE		
101	99998	H2O IRRIGATION	558343	1,008.00
		ESCROW REFUND 14-4658		
101	10874	HALT FIRE INC	558114	980.93
		D P W GARAGE VEHICLE MAINTENANCE		
101	14558	HENRY BRASZA	558210	130.00
		ZONING BOARD OF APPEALS BOARD OF APPEALS		
101	10553	HERMAN C CAMPBELL	558109	167.52
		37TH DISTRICT COURT VISITING JUDGE		
101	15302	HEWLETT-PACKARD STATE	558249	3,199.80
		37TH DISTRICT COURT COMPUTER EQUIPMENT		
101	6187	HOME DEPOT CREDIT SERVICE	558062	1,428.50
		VARIOUS MAINTENANCE SUPPLY		
101	8950	HYLANT GROUP	558088	1,088.29
		ADMIN UNALLOCATED EXPENSE INSURANCE PREMIUM		
101	12022	INDUSTRIAL FOOTWEAR	558136	514.00
		VARIOUS SHOES/BOOTS		
101	99998	ISKRA IVANOVA	558346	53.10
		37TH DISTRICT COURT JURY DUTY		
101	13601	J & B MEDICAL SUPPLY	558177	234.00
		POLICE DEPARTMENT EMS SUPPLY		
101	348	JACK DOHENY SUPPLIES INC	558002	1,098.59
		D P W GARAGE EQUIPMENT SUPPLY		
101	99998	JACQUELINE KANIA	558347	33.30
		37TH DISTRICT COURT JURY DUTY		
101	11877	JAMES B ROONEY	558134	150.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	13420	JAMES CZARNECKI II	558161	225.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	13911	JAMES P CONRAD ATTORNEY	558184	475.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	15595	JASON MCCLANAHAN	558259	65.00
		PLANNING PLANNING COMMISSION		
101	554	JB DLCO-MULTISTATE	558006	10,397.06
		D P W GARAGE VEHICLE MAINTENANCE		

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

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	14210	JEAN BECHER	558193	130.00
		ZONING BOARD OF APPEALS BOARD OF APPEALS		
101	99998	JEFFREY BARTOLD	558350	55.50
		37TH DISTRICT COURT JURY DUTY		
101	6342	JEFFREY SLONE	558064	25.00
		FIRE DEPARTMENT REIMBURSEMENT		
101	16043	JENNIFER A ANDARY PC	558281	425.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	9298	JENNIFER CHUPA	558093	600.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	14217	JENNIFER VIGUS	558194	65.00
		ZONING BOARD OF APPEALS BOARD OF APPEALS		
101	14378	JOCELYN HOWARD	558202	65.00
		PLANNING PLANNING COMMISSION		
101	99998	JODY DEMORRIS	558353	13.00
		37TH DISTRICT COURT JURY DUTY		
101	16528	JOHN E LEWIS	558305	25.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	14869	JOHN ELKHOURY	558228	200.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	99998	JOHN KRAFT CO	558354	726.50
		ESCROW REFUND 14-4632		
101	13598	JOHN S KUPIEC	558176	65.00
		PLANNING PLANNING COMMISSION		
101	5997	JOHN T DALTON	558059	50.00
		FIRE DEPARTMENT REIMBURSEMENT		
101	99998	JOHN VINSON	558356	309.25
		37TH DISTRICT COURT TRAVEL EXPENSE		
101	99998	JOHN ZABLOTNY	558357	53.70
		37TH DISTRICT COURT JURY DUTY		
101	13314	JOHNSON CONTROLS INC	558156	442.90
		POLICE DEPARTMENT HVAC MAINTENANCE		
101	13584	JOSEPH E GENETTE	558173	75.00
		BUILDING INSPECTIONS REIMBURSEMENT		
101	14088	JR SERVICES GROUP LLC	558192	19,346.07
		PROPERTY MAINTENANCE WEED MOWING SERVICES		
101	99998	JUDITH LICATA	558360	55.50
		37TH DISTRICT COURT JURY DUTY		
101	4330	JUDY FURGAL	558047	130.00
		ZONING BOARD OF APPEALS BOARD OF APPEALS		
101	13488	JULES DESCAMPS JR	558166	130.00
		ZONING BOARD OF APPEALS BOARD OF APPEALS		
101	11239	JULIE A HLYWA	558121	200.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	15346	K & W CYCLE	558251	1,032.91
		POLICE DEPARTMENT OPERATOR SUPPLY		
101	3859	KAREN LEMKE	558045	200.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		

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

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	8412	KATHLEEN G GALEN	558080	200.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	3860	KENNETH J WROBEL	558046	275.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	13830	KIMBERLY ANN KAPP	558182	525.00
		37TH DISTRICT COURT DRUG COURT HOUSING		
101	14466	KIRK REHN	558206	225.00
		BUILDING INSPECTIONS REIMBURSEMENT		
101	99998	KRYSTAL THOMPKINS	558367	250.00
		REVENUES ATRIUM REFUND		
101	3705	KUSTOM SIGNALS INC	558044	412,103.00
		ADMIN UNALLOCATED EXPENSE VIDEO SYSTEM		
101	10615	KYMBERLY SHINNEMAN	558111	350.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	11407	LAKEVIEW MECHANICAL INC	558123	1,613.00
		ESCROW REFUND 13-4487		
101	13336	LANDSCAPE SERVICE INC	558158	11,264.00
		PROPERTY MAINTENANCE RODENT INSPECTION PROGRAM		
101	99998	LAURA TEDDER	558370	54.00
		37TH DISTRICT COURT JURY DUTY		
101	15337	LAW OFFICE JUSTIN POLLARD	558250	950.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	4849	LESLIE D JOHNSON	558050	150.00
		BUILDING INSPECTIONS REIMBURSEMENT		
101	99998	LINDA SAWYER	558372	54.60
		37TH DISTRICT COURT JURY DUTY		
101	14306	LISA RYAN	558199	325.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	6531	LYNN JEFFREY EASTIN	558066	300.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	99998	MACOMB COUNTY	558375	2,000.00
		ESCROW REFUND 14-4622		
101	661	MACOMB COUNTY FINANCE	558010	8,375.86
		VARIOUS ANIMAL SHELTER		
101	99998	MACOMB COUNTY HABITAT	558376	2,677.28
		ESCROW REFUND 10-4098		
101	666	MACOMB COUNTY TREASURER	558011	942.50
		TRAILER PARK RENTALS		
101	13425	MACOMB COUNTY TREASURER	558162	79.83
		DENIAL REVERSAL		
101	99998	MACOMB COUNTY TREASURER	558377	278.07
		TREASURER SPECIAL ASSESSMENT		
101	15969	MARK CARLSON	558276	300.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	9696	MARK J GLAZER	558102	531.25
		HUMAN RESOURCES ARBITRATION SERVICES		
101	9739	MARY CLARK	558103	300.00
		PLANNING STENOGRAPHIC SERVICES		

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

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	99998	MARY HOLDWICK	558379	53.40
		37TH DISTRICT COURT JURY DUTY		
101	15299	MARY MILLER	558248	48.32
		ADMIN UNALLOCATED EXPENSE TRAVEL EXPENSE		
101	1702	MATTHEW RUMORA	558030	1,150.00
		37TH DISTRICT COURT VISITING JUDGE		
101	16329	MATTHEW SABAUGH	558290	389.93
		37TH DISTRICT COURT TRAVEL EXPENSE		
101	16549	MATTHEW WIERMAN	558310	25.00
		FIRE DEPARTMENT REIMBURSEMENT		
101	9600	MDOT	558100	38,354.74
		ENGINEERING & INSPECTIONS NON MOTORIZED PATHWAY		
101	16508	MERGE BAND DETROIT LLC	558301	600.00
		CULTURAL COMMISSION CONCERT		
101	8730	MERVIN R GROBBEL	558087	150.00
		BUILDING INSPECTIONS REIMBURSEMENT		
101	5625	METRO DETROIT SIGNS	558056	3,510.00
		COUNCIL MAINTENANCE SERVICE		
101	14729	MI HEALTH CARE PROFESSION	558221	720.00
		37TH DISTRICT COURT MEDICAL SERVICES		
101	99998	MICHAEL ALLGEYER	558380	54.00
		37TH DISTRICT COURT JURY DUTY		
101	16346	MICHAEL F MACHERZAK	558291	300.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	99998	MICHELLE PEARCE	558382	55.20
		37TH DISTRICT COURT JURY DUTY		
101	8591	MICHIGAN CATHOLIC	558084	100.00
		COMM-SR HEALTH CARE SVCS SR HEALTH CARE COMM INS		
101	14429	MICHIGAN STATE POLICE	558205	270.00
		POLICE DEPARTMENT REGISTRATION FEES		
101	15267	MICROSOFT CORPORATION	558246	975.00
		VARIOUS ONLINE KIOSK		
101	13499	MJ PRINT & IMAGING	558167	40.00
		37TH DISTRICT COURT PRINTING SERVICES		
101	15859	MJC LAND INVESTMENTS LLC	558273	1,681.50
		ESCROW REFUND 14-4637		
101	14864	MOHAWK RESOURCES LTD	558226	25,107.83
		D P W GARAGE OPERATING EQUIPMENT		
101	9327	MOTOROLA SOLUTIONS INC	558094	16,022.92
		VARIOUS BATTERIES		
101	13296	MOTOWN AUTOMOTIVE	558155	1,134.29
		D P W GARAGE VEHICLE SUPPLY		
101	9192	NADCP	558090	275.00
		37TH DISTRICT COURT MEMBERSHIP		
101	14965	NATHAN VINSON	558233	50.00
		PLANNING PLANNING COMMISSION		
101	812	NATIONAL LADDER	558014	371.60
		ENGINEERING & INSPECTIONS MAINTENANCE SUPPLY		

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	16478	NICHOLAS SIEWERT	558299	225.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	14067	NICK A DANIELS	558190	300.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	15517	NORTH EASTERN UNIFORMS	558256	543.00
		POLICE DEPARTMENT	UNIFORMS	
101	14977	NYE UNIFORM	558235	4,543.75
		POLICE DEPARTMENT	UNIFORMS	
101	329	OCCUPATIONAL HEALTH CENTER	558001	211.50
		D P W GARAGE	MEDICAL SERVICES	
101	1017	OFFICE DEPOT	558018	2,743.17
		VARIOUS	OFFICE SUPPLY	
101	2755	OSCAR W LARSON CO	558034	500.00
		D P W GARAGE	EQUIPMENT SERVICE	
101	99998	PATRICK ENGINEERING INC	558384	1,798.50
			ESCROW REFUND 14-4582	
101	10096	PAUL M MISUKEWICZ	558106	875.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	11067	PAUL SCALLY	558117	350.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	13643	PAUL STOCKYJ	558180	300.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	12656	PETER TORRICE	558147	150.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	15086	PETROLEUM TRADERS	558241	17,054.55
			GASOLINE	
101	9796	PHILLIP NAHIRNIAK	558104	532.00
		37TH DISTRICT COURT	SECURITY SERVICE	
101	13371	PRAXAIR DISTRIBUTION INC	558159	935.38
		D P W GARAGE	OPERATING SUPPLY	
101	14255	PREFERRED TONER SOLUTIONS	558196	639.80
		VARIOUS	OFFICE SUPPLY	
101	5880	PSP STORES LLC	558057	49.38
		ANIMAL CONTROL	CANINE UNIT SUPPLY	
101	4875	QUAD-TRAN OF MICHIGAN INC	558051	22,834.51
		37TH DISTRICT COURT	DATA PROCESSING SERVICES	
101	11410	RACHEAL RANCILIO	558124	400.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	925	RED WING SHOES	558015	278.09
		FIRE DEPARTMENT	SHOES	
101	13634	REGINA TRIPLETT	558178	75.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	11751	RESOLUTION CENTER THE	558132	1,750.00
		37TH DISTRICT COURT	MEDIATION SERVICES	
101	6310	RICOH BUSINESS SYSTEMS	558063	187.80
		37TH DISTRICT COURT	COPIER SUPPLY	
101	14411	RIDDELL	558203	385.00
		POLICE DEPARTMENT	YOUTH ATHLETIC SUPPLIES	

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	13577	RKA PETROLEUM COMPANIES GASOLINE/DIESEL	558172	20,554.58
101	12219	ROBERT E CRASS 37TH DISTRICT COURT DRUG COURT SECURITY	558141	360.00
101	4836	ROBERT SHAYA 37TH DISTRICT COURT COURT APPOINTED ATTORNEY	558049	150.00
101	14625	ROMAN T NESTOROWICZ ZONING BOARD OF APPEALS BOARD OF APPEALS	558215	80.00
101	15783	RON LUSN BUILDING INSPECTIONS REIMBURSEMENT	558266	75.00
101	14937	ROY M GRUENBURG 37TH DISTRICT COURT COURT APPOINTED ATTORNEY	558231	750.00
101	3120	S & J CATERING INC POLICE DEPARTMENT PRISONER FOOD	558038	1,674.56
101	976	SABISTON BUILDERS SUPPLY D P W GARAGE OPERATING SUPPLY	558017	71.00
101	11455	SACRED HEART REHAB CTR 37TH DISTRICT COURT REHABILITATION SERVICES	558127	3,317.07
101	99998	SAMANTHA WHITE 37TH DISTRICT COURT JURY DUTY	558390	53.70
101	9516	SANDRA A HARRISON 37TH DISTRICT COURT COURT APPOINTED ATTORNEY	558098	375.00
101	14419	SANDY JARBOU 37TH DISTRICT COURT COURT APPOINTED ATTORNEY	558204	100.00
101	8516	SCOTT HALLECK FIRE DEPARTMENT REIMBURSEMENT	558083	25.00
101	7788	SCOTT K AUSILIO 37TH DISTRICT COURT COURT APPOINTED ATTORNEY	558073	550.00
101	13462	SCOTT MAZEY 37TH DISTRICT COURT COURT APPOINTED ATTORNEY	558165	75.00
101	15034	SHEILA A MILLER 37TH DISTRICT COURT COURT APPOINTED ATTORNEY	558237	350.00
101	8065	SHERMAN P FAUNCE 37TH DISTRICT COURT VISITING JUDGE	558076	2,625.00
101	12081	SHERRY BRASZA ZONING BOARD OF APPEALS BOARD OF APPEALS	558137	80.00
101	13066	SHRED CORP 37TH DISTRICT COURT DOCUMENT SHREDDING	558152	70.00
101	15715	SHYLER ENGEL 37TH DISTRICT COURT COURT APPOINTED ATTORNEY	558261	75.00
101	9587	SJR PAVEMENT PAVEMENT REPAIR/EMULSION	558099	530.00
101	8209	SONYA HRYSHKO 37TH DISTRICT COURT COURT APPOINTED ATTORNEY	558078	75.00
101	13992	SPRINT PCS PHONE SERVICE	558188	809.38
101	15776	ST FAUSTINA CHURCH COMM-SR HEALTH CARE SVCS HALL RENTAL	558264	350.00

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101	13291	STEPHEN DAVID BECKER	558154	50.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	15379	STEPHEN SELL	558252	25.00
		FIRE DEPARTMENT	REIMBURSEMENT	
101	13518	STEVEN M WATRIPONT	558168	130.00
		ZONING BOARD OF APPEALS	BOARD OF APPEALS	
101	1066	SUBURBAN BOLT & SUPPLY CO	558019	7.27
		D P W GARAGE	MAINTENANCE SUPPLY	
101	99998	SUNDUS HANA	558395	54.00
		37TH DISTRICT COURT	JURY DUTY	
101	16170	SUNTRUST	558285	241,919.12
		D P W GARAGE	SALT TRUCKS	
101	14679	SUPER CAR WASH	558219	30.00
		BUILDING INSPECTIONS	VEHICLE MAINTENANCE	
101	14899	SYED ROB	558229	50.00
		PLANNING	PLANNING COMMISSION	
101	99998	TANISHA BRAND	558396	54.60
		37TH DISTRICT COURT	JURY DUTY	
101	2964	TANTARA TRANSPORTATION	558035	2,760.00
		CLERK	VOTING EQUIPMENT TRANSPORT	
101	630	TEAM EQUIPMENT/LEVEL	558007	468.12
		D P W GARAGE	OPERATING SUPPLY	
101	7322	THOMAS J TOMKO	558069	150.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	10352	THOMAS JEKIELEK	558108	288.97
		37TH DISTRICT COURT	TRAVEL EXPENSE	
101	15128	THOMAS KRALL	558242	200.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	16535	TIGHTON FASTENER	558306	422.74
		ENGINEERING & INSPECTIONS	OPERATING SUPPLY	
101	99998	TIMMY POWELL	558399	54.90
		37TH DISTRICT COURT	JURY DUTY	
101	99998	TIMOTHY FRANCISCO	558400	54.00
		37TH DISTRICT COURT	JURY DUTY	
101	70450	TIMOTHY PASTERNAKI	558314	78.88
		POLICE DEPARTMENT	REIMBURSEMENT	
101	15489	TIMOTHY THOMAS DOTY II	558255	950.00
		37TH DISTRICT COURT	COURT APPOINTED ATTORNEY	
101	99998	TRACY DYSARCZYK	558402	53.70
		37TH DISTRICT COURT	JURY DUTY	
101	9254	TRADER RAY TIRE CENTER	558092	2,487.74
		D P W GARAGE	VEHICLE MAINTENANCE	
101	14297	TRI COUNTY INTERNATIONAL	558198	487.55
		D P W GARAGE	VEHICLE MAINTENANCE	
101	12712	TRUCK AND TRAILER	558148	1,566.94
		D P W GARAGE	VEHICLE MAINTENANCE	
101	10843	ULINE	558113	979.59
		VARIOUS	OFFICE SUPPLY	

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
101	5477	UNITED PARCEL SERVICE	558054	10.76
		POLICE DEPARTMENT DELIVERY SERVICE		
101	9637	UNITED STATES POSTMASTER	558101	10,000.00
		TREASURER POSTAGE		
101	15854	VANCE OUTDOORS	558271	2,130.00
		POLICE DEPARTMENT OPERATOR SUPPLY		
101	15167	VICTORY POLICE MOTORCYCLE	558243	2,795.00
		POLICE DEPARTMENT VEHICLE MAINTENANCE		
101	11081	VILLAGE PHARMACY	558119	648.45
		37TH DISTRICT COURT DRUG COURT MEDICATION		
101	1962	WARREN CONCERT BAND	558031	1,500.00
		CULTURAL COMMISSION SUMMER CONCERTS		
101	13526	WARREN E MCALPINE	558169	175.00
		37TH DISTRICT COURT COURT APPOINTED ATTORNEY		
101	15453	WARREN G SMITH JR	558253	65.00
		PLANNING PLANNING COMMISSION		
101	1258	WEST GROUP	558025	2,312.36
		VARIOUS LAW/REFERENCE BOOKS		
101	1265	WHOLESALE TOOL CO	558026	45.30
		D P W GARAGE OPERATING SUPPLY		
101	1267	WIEGAND MACK SALES & SERV	558027	2,844.99
		D P W GARAGE VEHICLE MAINTENANCE		
101	1276	WINDER POLICE EQUIPMENT	558028	1,068.40
		POLICE DEPARTMENT OPERATING SUPPLY		
101	11091	WOLVERINE FREIGHTLINER	558120	424.54
		D P W GARAGE VEHICLE MAINTENANCE		
101	15829	WOW! BUSINESS	558270	19.42
		37TH DISTRICT COURT MONTHLY CHARGES		
101	11706	WRIGHT TOOL COMPANY	558130	134.61
		D P W GARAGE OPERATING SUPPLY		
101	466	WW GRAINGER INC	558005	572.94
		FIRE DEPARTMENT MAINTENANCE SUPPLY		
101	1296	ZEP MANUFACTURING COMPANY	558029	1,171.88
		D P W GARAGE MAINTENANCE SUPPLY		
202	324	DTE ENERGY	4482192	2,719.92
		TRAFFIC SERVICES ELECTRIC SERVICE		
202	5454	CONTRACTORS CLOTHING CO	558053	207.82
		ROUTINE MAINTENANCE UNIFORM		
202	13332	DIGIGRAPHX	558157	145.00
		ROUTINE MAINTENANCE UNIFORM		
202	16440	FRANKS LANDSCAPING	558297	8,765.00
		ROUTINE MAINTENANCE LANDSCAPING SERVICES		
203	324	DTE ENERGY	4482192	557.09
		TRAFFIC SERVICES ELECTRIC SERVICE		
203	11421	VIL CONSTRUCTION INC	558125	5,066.95
		VARIOUS PAVEMENT RECONSTRUCTION		

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FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
204	16191	C & L ENTERPRIZES INC	4482196	45,700.91
		PAVEMENT REPAIRS		
204	2409	ANGELO IAFRATE CONST CO	558032	12,810.24
VARIOUS		PAVEMENT REPLACEMENT		
204	11421	VIL CONSTRUCTION INC	558125	286,016.18
VARIOUS		PAVEMENT RECONSTRUCTION		
208	731	AT&T	4482191	85.79
RECREATION EXPENDITURES		MONTHLY PHONE SERVICE		
208	15798	BRAVE DAVES INC	4482197	5.00
		FARMERS MARKET		
208	16551	CINDY BURGER	4482207	11.00
		FARMERS MARKET		
208	15694	DON GINN	4482157	103.00
		FARMERS MARKET		
208	15694	DON GINN	4482205	143.00
		FARMERS MARKET		
208	323	DTE ENERGY	4482175	891.63
RECREATION EXPENDITURES		ELECTRIC SERVICE		
208	323	DTE ENERGY	4482187	83.25
RECREATION EXPENDITURES		ELECTRIC SERVICE		
208	323	DTE ENERGY	4482188	4,714.11
VARIOUS		ELECTRIC SERVICE		
208	16138	FEDORA LEWIS	4482158	8.00
		FARMERS MARKET		
208	16138	FEDORA LEWIS	4482208	29.00
		FARMERS MARKET		
208	15690	GERALD GARRETT	4482156	578.00
		FARMERS MARKET		
208	15690	GERALD GARRETT	4482204	157.00
		FARMERS MARKET		
208	16252	GLENN BRITTINGHAM	4482198	21.00
		FARMERS MARKET		
208	16158	JESSICA CARTER	4482155	70.00
		FARMERS MARKET		
208	16550	KARLA ROBERTSON	4482206	10.00
		FARMERS MARKET		
208	15693	LUTICIA BRANHAM	4482154	44.00
		FARMERS MARKET		
208	15693	LUTICIA BRANHAM	4482203	18.00
		FARMERS MARKET		
208	14433	PAETEC TELEPHONE	4482194	1,149.96
VARIOUS		TELEPHONE SERVICE		
208	15689	SEAN MONTGOMERY	4482153	150.00
		FARMERS MARKET		
208	15689	SEAN MONTGOMERY	4482202	462.00
		FARMERS MARKET		

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208	15692	SHARON OSTROWSKI	4482152	40.00
		FARMERS MARKET		
208	15692	SHARON OSTROWSKI	4482201	305.00
		FARMERS MARKET		
208	16534	UNCLE HENRYS GOURMET MEAT	4482199	103.00
		FARMERS MARKET		
208	12239	VERIZON WIRELESS	4482189	30.52
		RECREATION EXPENDITURES CELLULAR SERVICE		
208	16543	VETS RETURNING HOME	4482159	8.00
		FARMERS MARKET		
208	16543	VETS RETURNING HOME	4482200	230.00
		FARMERS MARKET		
208	15797	VICTOR VENTIMIGLIA	4482150	75.00
		FARMERS MARKET		
208	11094	XO COMMUNICATIONS LLC	4482190	207.75
		RECREATION EXPENDITURES MONTHLY PHONE SERVICE		
208	99998	ALFRED HALIM	558323	48.00
		REVENUES PASS REFUND		
208	7543	ALLIED EAGLE SUPPLY CO	558071	247.74
		RECREATION EXPENDITURES MAINTENANCE SUPPLY		
208	99998	AMBROSER GARCIA	558324	250.00
		REVENUES FACILITY REFUND		
208	11560	AMERICAN RED CROSS	558128	420.00
		RECREATION EXPENDITURES LIFEGUARD TRAINING		
208	11079	ARTS & SCRAPS INC	558118	500.00
		RECREATION EXPENDITURES FIELD TRIP		
208	15791	AVANTE ENTERPRISES LLC	558267	3,125.20
		RECREATION EXPENDITURES OPERATOR SUPPLY		
208	14820	BEDROCK EXPRESS LTD	558223	897.50
		RECREATION EXPENDITURES LANDSCAPE SUPPLY		
208	15548	BELL MEDIA	558257	500.00
		RECREATION EXPENDITURES ADVERTISEMENT		
208	99998	BETTY DAVENPORT	558328	100.00
		REVENUES FACILITY REFUND		
208	7905	BODY IMAGES INC	558075	2,675.00
		RECREATION EXPENDITURES AEROBICS INSTRUCTOR		
208	3090	BRANCH TREE SERVICE INC	558037	18,540.00
		RECREATION EXPENDITURES TREE TRIMMING/REMOVAL		
208	184	C & G PUBLISHING INC	557996	1,376.25
		RECREATION EXPENDITURES PUBLIC NOTICE		
208	14993	CITY ELECTRIC SUPPLY	558236	50.80
		RECREATION EXPENDITURES ELECTRICAL SUPPLY		
208	1219	CITY OF WARREN	558024	99.59
		RECREATION EXPENDITURES PETTY CASH		
208	372	EAST SIDE LOCKSMITH INC	558003	85.00
		RECREATION EXPENDITURES MAINTENANCE SERVICE		
208	12499	EGI SOLUTIONS	558146	336.00
		RECREATION EXPENDITURES DIRECTIONAL SIGNS		

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208	16450	GIC ENTERPRISES INC	558298	1,476.00
		RECREATION EXPENDITURES	SOCCER INSTRUCTOR	
208	9029	GORDON FOOD SERVICE INC	558089	3.99
		RECREATION EXPENDITURES	PARTY ROOM/BANQUET SUPPLY	
208	6180	GREAT SKATE	558061	200.00
		RECREATION EXPENDITURES	FIELD TRIP/DAY CAMP	
208	6187	HOME DEPOT CREDIT SERVICE	558062	192.28
		RECREATION EXPENDITURES	MAINTENANCE SUPPLY	
208	13833	ISAK DISTRIBUTION INC	558183	132.00
		RECREATION EXPENDITURES	OPERATING SUPPLY	
208	10781	JAYS SEPTIC TANK SERVICE	558112	120.00
		RECREATION EXPENDITURES	UNIT RENTAL	
208	16553	JEANNIE BRANCH	558312	350.00
		RECREATION EXPENDITURES	YOGA INSTRUCTOR	
208	3172	JL GEISLER CORP	558040	883.40
		RECREATION EXPENDITURES	OPERATING SUPPLY	
208	99998	JOHN SPRINGER	558355	99.00
		REVENUES	PASS REFUND	
208	99998	JULIA RODRIGUEZ	558361	78.00
		REVENUES	ACTIVITY REFUND	
208	99998	KWANITA WILSON	558368	108.00
		REVENUES	ACTIVITY REFUND	
208	7803	LPS PLUMBING INC	558074	155.00
		RECREATION EXPENDITURES	PLUMBING SERVICE	
208	329	OCCUPATIONAL HEALTH CENTER	558001	538.00
		VARIOUS	MEDICAL SERVICES	
208	11980	OTIS ELEVATOR COMPANY	558135	918.00
		RECREATION EXPENDITURES	ELEVATOR SERVICE	
208	10980	PAPARONI'S PIZZA	558116	490.00
		RECREATION EXPENDITURES	PIZZA/PARTY ROOM SUPPLIES	
208	16525	PLUG & PAY TECHNOLOGIES	558304	96.30
		RECREATION EXPENDITURES	TRANSACTION FEES	
208	15752	RESIDEX LLC	558263	560.00
		RECREATION EXPENDITURES	OPERATING SUPPLY	
208	13577	RKA PETROLEUM COMPANIES	558172	1,182.59
			GASOLINE/DIESEL	
208	99998	SHIRLEY CAGALINGAN	558392	58.00
		REVENUES	ACTIVITY REFUND	
208	12128	SIEMENS INDUSTRY INC	558138	2,470.00
		RECREATION EXPENDITURES	FIRE SYSTEM MONITORING	
208	12164	STATE OF MICHIGAN	558139	50.00
		RECREATION EXPENDITURES	INSPECTION	
208	14563	SUN VALLEY FOODS	558211	416.25
		RECREATION EXPENDITURES	PAPER PRODUCTS	
208	13038	SWANK MOTION PICTURES INC	558151	752.00
		RECREATION EXPENDITURES	MOVIE RENTAL	
208	99998	TIFFANY SUAREZ	558397	70.00
		REVENUES	PASS REFUND	

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208	14277	TROY SPORTS CENTER	558197	585.00
		RECREATION EXPENDITURES	SKATING LESSONS	
208	466	WW GRAINGER INC	558005	529.99
		RECREATION EXPENDITURES	MAINTENANCE SUPPLY	
226	731	AT&T	4482173	80.29
		SANITATION EXPENDITURES	MONTHLY PHONE SERVICE	
226	323	DTE ENERGY	4482187	879.53
		SANITATION EXPENDITURES	ELECTRIC SERVICE	
226	14433	PAETEC TELEPHONE	4482194	24.03
		SANITATION EXPENDITURES	TELEPHONE SERVICE	
226	11094	XO COMMUNICATIONS LLC	4482190	135.89
		SANITATION EXPENDITURES	MONTHLY PHONE SERVICE	
226	215	CENTRAL OIL CO	557997	2,113.47
		SANITATION EXPENDITURES	OIL PRODUCTS	
226	14709	DETROIT RENEWABLE POWER	558220	13,022.90
		SANITATION EXPENDITURES	SOLID WASTE DISPOSAL	
226	6187	HOME DEPOT CREDIT SERVICE	558062	8.46
		SANITATION EXPENDITURES	MAINTENANCE SUPPLY	
226	1017	OFFICE DEPOT	558018	37.48
		SANITATION EXPENDITURES	OFFICE SUPPLY	
226	10094	RIZZO SERVICES	558105	900.00
		SANITATION EXPENDITURES	COMPOST	
226	13577	RKA PETROLEUM COMPANIES	558172	13,710.91
		SANITATION EXPENDITURES	GASOLINE/DIESEL	
226	13992	SPRINT PCS	558188	179.94
		SANITATION EXPENDITURES	PHONE SERVICE	
230	1017	OFFICE DEPOT	558018	164.92
		RENTAL ORDIN EXPENDITURES	OFFICE SUPPLY	
250	14433	PAETEC TELEPHONE	4482194	187.84
		COMMUNICATION EXPENDITURE	TELEPHONE SERVICE	
250	125	ABEL ELECTRONICS INC	557994	270.00
		COMMUNICATION EXPENDITURE	ELECTRICAL SUPPLY	
250	15059	AUDIO VISUAL INNOVATIONS	558239	1,010.87
		COMMUNICATION EXPENDITURE	OPERATING EQUIPMENT	
250	8398	B & H PHOTO - VIDEO INC	558079	3,790.54
		COMMUNICATION EXPENDITURE	ELECTRONIC SUPPLIES	
250	6187	HOME DEPOT CREDIT SERVICE	558062	578.90
		COMMUNICATION EXPENDITURE	MAINTENANCE SUPPLY	
250	16386	KURTIS KITCHEN & BATH	558294	174.00
		COMMUNICATION EXPENDITURE	MAINTENANCE SUPPLY	
250	7165	LAIRD PLASTICS INC	558067	569.41
		COMMUNICATION EXPENDITURE	DESKTOP	
250	14832	LASERCOM	558224	414.86
		COMMUNICATION EXPENDITURE	PRINTING	

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

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
250	8619	MARKERTEK VIDEO SUPPLY	558085	1,264.45
		COMMUNICATION EXPENDITURE VIDEO SUPPLY		
250	14867	MICRO CENTER	558227	297.90
		COMMUNICATION EXPENDITURE COMPUTER EQUIPMENT		
250	1017	OFFICE DEPOT	558018	138.98
		COMMUNICATION EXPENDITURE OFFICE SUPPLY		
250	11726	PEGASUS ENTERTAINMENT INC	558131	175.00
		COMMUNICATION EXPENDITURE OPERATING SUPPLY		
250	14623	PERLMUTTER PURCH POWER	558214	4,004.00
		COMMUNICATION EXPENDITURE OPERATING EQUIPMENT		
250	16511	QUALITY LOGO PRODUCTS	558302	916.74
		COMMUNICATION EXPENDITURE PROMOTIONAL		
250	16040	TROXELL COMMUNICATIONS	558280	1,098.00
		COMMUNICATION EXPENDITURE OPERATING EQUIPMENT		
250	13573	VSA INC	558171	1,649.42
		COMMUNICATION EXPENDITURE OPERATING EQUIPMENT		
261	12239	VERIZON WIRELESS	4482193	823.01
		DRUG FORFEIT EXPENDITURES CELLULAR SERVICE		
261	745	MICHIGAN POLICE EQUIPMENT	558013	1,049.90
		DRUG FORFEIT EXPENDITURES AMMUNITION SUPPLY		
262	15777	LOUKA TACTICAL TRAINING	558265	2,900.00
		POLICE TRAINING EXPEND AMMUNITION SUPPLY		
262	659	MACOMB COMMUNITY COLLEGE	558009	1,800.00
		POLICE TRAINING EXPEND TRAINING		
262	5968	PUBLIC AGENCY TRAINING	558058	590.00
		POLICE TRAINING EXPEND SEMINAR		
262	3391	US TARGET	558041	605.00
		POLICE TRAINING EXPEND GUN RANGE SUPPLY		
271	731	AT&T	4482191	80.29
		LIBRARY EXPENDITURES MONTHLY PHONE SERVICE		
271	14433	PAETEC TELEPHONE	4482194	306.20
		LIBRARY EXPENDITURES TELEPHONE SERVICE		
271	310	DEMCO INC	558000	438.00
		LIBRARY EXPENDITURES LIBRARY SUPPLY		
271	16537	DETROIT INSTITUTE OF ARTS	558307	50.00
		LIBRARY EXPENDITURES PRESENTATION		
271	372	EAST SIDE LOCKSMITH INC	558003	850.00
		LIBRARY EXPENDITURES MAINTENANCE SERVICE		
271	6187	HOME DEPOT CREDIT SERVICE	558062	11.27
		LIBRARY EXPENDITURES MAINTENANCE SUPPLY		
271	15807	LAKESHORE LEARNING STORE	558269	96.96
		LIBRARY EXPENDITURES LIBRARY MATERIALS		
271	15703	LISA MARTIN	558260	39.95
		LIBRARY EXPENDITURES OPERATOR SUPPLY		

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

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
271	16547	MARTINA HAHN	558309	500.00
		LIBRARY EXPENDITURES	PROGRAM	
271	15267	MICROSOFT CORPORATION	558246	140.50
		LIBRARY EXPENDITURES	ONLINE KIOSK	
271	14050	MIDWEST TAPES	558189	19.98
		LIBRARY EXPENDITURES	LIBRARY MATERIALS	
271	15805	MOVIE LICENSING USA	558268	100.00
		LIBRARY EXPENDITURES	LICENSE	
271	16544	NATE FURLONG	558308	225.00
		LIBRARY EXPENDITURES	SPEAKING ENGAGEMENT	
271	1017	OFFICE DEPOT	558018	472.17
		LIBRARY EXPENDITURES	OFFICE SUPPLY	
271	634	SUBURBAN LIBRARY	558008	33,949.15
		VARIOUS	BOOKS/DVDS/CIRC MATERIALS/VIDEO RECEIPTS	
271	16351	SYNCB/AMAZON	558292	381.58
		LIBRARY EXPENDITURES	OPERATING SUPPLY	
271	16518	THE BOOK FARM INC	558303	27.96
		LIBRARY EXPENDITURES	LIBRARY MATERIALS	
271	5229	THE LIBRARY STORE INC	558052	3,553.58
		LIBRARY EXPENDITURES	OFFICE SUPPLIES	
271	13978	TOSHIBA BUSINESS	558187	1,757.15
		LIBRARY EXPENDITURES	COPIER CHARGES	
271	5477	UNITED PARCEL SERVICE	558054	40.70
		LIBRARY EXPENDITURES	DELIVERY SERVICE	
271	466	WW GRAINGER INC	558005	200.22
		LIBRARY EXPENDITURES	MAINTENANCE SUPPLY	
273	11451	ENVIRONMENTAL TESTING	558126	205.00
		RESID REHAB DELIVERY	PROFESSIONAL SERVICES	
273	2546	MACOMB COUNTY REGISTER	558033	45.00
		RESID REHAB DELIVERY	RECORDING FEES	
273	13499	MJ PRINT & IMAGING	558167	230.00
		ADMINISTRATIVE COSTS	PRINTING SERVICES	
273	99998	STATE OF MICHIGAN	558393	75.00
		ADMINISTRATIVE COSTS	LICENSING	
273	1213	TREASURER, CITY OF WARREN	558021	16,793.40
		UNALLOCATED EXPENSES	CODE ENFORCEMENT	
277	15207	D. R. MARTIN	558245	12,760.00
		RESID REHAB PROJECTS	REHABILITATION COSTS	
278	12323	OLHSA	558144	32,776.99
		HOUSING OPPORTUNITIES EXP	SUPPORTIVE HOUSING	
279	265	CONSUMERS ENERGY	557999	11.50
		ACQUISITION REHAB OTHER	UTILITY SERVICE	
279	8950	HYLANT GROUP	558088	1,500.57
		ACQUISITION REHAB OTHER	PROPERTY INSURANCE	

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

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
280	8950	HYLANT GROUP	558088	1,259.57
		ACQUISITION REHAB OTHER	PROPERTY INSURANCE	
280	12370	MANDO CONSTRUCTION INC	558145	20,576.00
		ACQUISITION REHAB OTHER	REHAB PROJECT COSTS	
410	15966	IMAGESOFT INC	558275	997.50
		COURT BLDG RENOVATION EXP	SOFTWARE MAINTENANCE	
436	9600	MDOT	558100	95,148.74
		VARIOUS	PAVEMENT REHABILITATION	
494	14433	PAETEC TELEPHONE	4482194	31.74
		DDA ADMIN EXPENDITURES	TELEPHONE SERVICE	
495	13992	SPRINT PCS	558188	34.99
		TIFA EXPENDITURES	PHONE SERVICE	
536	731	AT&T	4482184	107.98
		STILWELL MANOR EXPENSES	MONTHLY PHONE SERVICE	
536	323	DTE ENERGY	4482188	4,865.78
		STILWELL MANOR EXPENSES	ELECTRIC SERVICE	
536	14433	PAETEC TELEPHONE	4482194	236.72
		STILWELL MANOR EXPENSES	TELEPHONE SERVICE	
536	12239	VERIZON WIRELESS	4482189	16.04
		STILWELL MANOR EXPENSES	CELLULAR SERVICE	
536	125	ABEL ELECTRONICS INC	557994	150.49
		STILWELL MANOR EXPENSES	ELECTRICAL SUPPLY	
536	14947	GREAT LAKES POWER	558232	8,265.00
		STILWELL MANOR EXPENSES	FIRE ALARM SYSTEM INSTALL	
536	6187	HOME DEPOT CREDIT SERVICE	558062	112.20
		STILWELL MANOR EXPENSES	MAINTENANCE SUPPLY	
536	11980	OTIS ELEVATOR COMPANY	558135	918.00
		STILWELL MANOR EXPENSES	ELEVATOR SERVICE	
536	16145	REPUBLIC SERVICES	558283	128.00
		STILWELL MANOR EXPENSES	TRASH REMOVAL	
536	3051	SWEETHEART BAKERY	558036	59.95
		STILWELL MANOR EXPENSES	REFRESHMENTS	
536	1179	VILLA CARPETS INC	558020	1,145.00
		STILWELL MANOR EXPENSES	FLOORING INSTALLATION	
536	686	WILMAR INDUSTRIES INC	558012	367.82
		STILWELL MANOR EXPENSES	OPERATING SUPPLY	
536	466	WW GRAINGER INC	558005	11.30
		STILWELL MANOR EXPENSES	MAINTENANCE SUPPLY	
537	265	CONSUMERS ENERGY	4482186	5.93
		JOS COACH MANOR EXPENSES	UTILITY SERVICE	
537	323	DTE ENERGY	4482187	1,072.00
		JOS COACH MANOR EXPENSES	ELECTRIC SERVICE	

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

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
537	323	DTE ENERGY	4482188	768.94
JOS COACH MANOR		EXPENSES ELECTRIC SERVICE		
537	14433	PAETEC TELEPHONE	4482194	216.27
JOS COACH MANOR		EXPENSES TELEPHONE SERVICE		
537	16278	1ST SOURCE SERVALL	558288	28.78
JOS COACH MANOR		EXPENSES OPERATING SUPPLY		
537	13451	CINTAS FIRE PROTECTION	558164	2,219.00
JOS COACH MANOR		EXPENSES SPRINKLER REPAIRS		
537	15055	ERADICO SERVICES INC	558238	75.00
JOS COACH MANOR		EXPENSES PEST CONTROL		
537	6187	HOME DEPOT CREDIT SERVICE	558062	236.90
JOS COACH MANOR		EXPENSES MAINTENANCE SUPPLY		
537	1017	OFFICE DEPOT	558018	68.62
JOS COACH MANOR		EXPENSES OFFICE SUPPLY		
537	16145	REPUBLIC SERVICES	558283	120.00
JOS COACH MANOR		EXPENSES TRASH REMOVAL		
537	3051	SWEETHEART BAKERY	558036	59.95
JOS COACH MANOR		EXPENSES REFRESHMENTS		
537	1179	VILLA CARPETS INC	558020	1,145.00
JOS COACH MANOR		EXPENSES FLOORING INSTALLATION		
537	686	WILMAR INDUSTRIES INC	558012	647.06
JOS COACH MANOR		EXPENSES OPERATING SUPPLY		
701	99998	4U2 INVESTMENTS LLC	558322	25.00
		OVERPAYMENT		
701	99998	BUCK & BUCK TRADING LLC	558330	186.50
		OVERPAYMENT		
701	99998	CELINK REVERSE MORTGAGE	558334	1,120.09
		OVERPAYMENT		
701	14591	CORELOGIC REAL ESTATE	558212	97,867.14
UNALLOCATED TAX		EXPEND DUPLICATE PAYMENT		
701	99998	DAVINCI BUILDERS	558336	283.61
		OVERPAYMENT		
701	11783	DEVON TITLE AGENCY	558133	1,330.35
		OVERPAYMENT		
701	99998	ELAVON INC	558337	121.16
		OVERPAYMENT		
701	99998	FIRST AMERICAN TITLE	558341	1,593.32
		OVERPAYMENT		
701	99998	GUY STANTON	558342	745.94
UNALLOCATED TAX		EXPEND DUPLICATE PAYMENT		
701	99998	HBI TITLE SERVICES INC	558344	50.79
		OVERPAYMENT		
701	99998	JESS NAPIER	558352	336.61
		OVERPAYMENT		
701	99998	KROGER	558366	9,205.57
		OVERPAYMENT		

CITY OF WARREN  
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GENERAL FUND AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
701	99998	LEADING EDGE TITLE AGENCY OVERPAYMENT	558371	36.00
701	99998	LOANCARE OVERPAYMENT	558373	388.15
701	13425	MACOMB COUNTY TREASURER OVERPAYMENT	558162	325.00
701	99998	MARY BRANDENBURG OVERPAYMENT	558378	16.25
701	99998	OJT 2004 LLC OVERPAYMENT	558383	560.92
701	16552	PC LAW ASSOCIATES OVERPAYMENT	558311	1,558.43
701	99998	TIMIOS INC OVERPAYMENT	558398	1,503.89
701	99998	TITLE 365 OVERPAYMENT	558401	1,095.04
701	15080	WELLS FARGO REAL ESTATE UNALLOCATED TAX EXPEND DUPLICATE PAYMENT	558240	6,237.76
702	99998	CAROLYN KURKOWSKI-MOCERI FILING FEE REFUND	558331	100.00
702	99998	CECIL D ST PIERRE JR FILING FEE REFUND	558333	100.00
702	99998	ESTATE OF FILIP H FRACASSA FILING FEE REFUND	558340	100.00
702	99998	HENRY NEWNAN FILING FEE REFUND	558345	100.00
702	99998	JAMES R FOUTS FILING FEE REFUND	558348	100.00
702	99998	JEFF SAXTON FILING FEE REFUND	558349	100.00
702	99998	JEREMY WALLACE FILING FEE REFUND	558351	100.00
702	99998	JOSEPH KOZAR FILING FEE REFUND	558358	100.00
702	99998	JOSEPH M HUNT FILING FEE REFUND	558359	100.00
702	99998	KAREN SPRANGER FILING FEE REFUND	558362	100.00
702	99998	KEITH SADOWSKI FILING FEE REFUND	558363	100.00
702	99998	KELLY COLEGIO FILING FEE REFUND	558364	100.00
702	99998	KIRK W CHUBKA FILING FEE REFUND	558365	100.00
702	99998	LANETTE OLEJNICZAK FILING FEE REFUND	558369	100.00

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

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
702	99998	LORIE BARNWELL	558374	100.00
		FILING FEE REFUND		
702	99998	MICHELLE NARD	558381	100.00
		FILING FEE REFUND		
702	99998	PATRICK GREEN	558385	100.00
		FILING FEE REFUND		
702	99998	PAUL M KARDASZ	558386	100.00
		FILING FEE REFUND		
702	99998	PAUL WOJNO	558387	100.00
		FILING FEE REFUND		
702	99998	RICHARD P SULAKA II	558388	100.00
		FILING FEE REFUND		
702	99998	ROBERT BOCCOMINO	558389	100.00
		FILING FEE REFUND		
702	99998	SCOTT C STEVENS	558391	100.00
		FILING FEE REFUND		
702	99998	STEVEN G WARNER	558394	100.00
		FILING FEE REFUND		
750	80140	CHAPTER 13 TRUSTEE	4482165	995.70
		PAYROLL DEDUCTION		
750	80079	CHPTR 13 STANDING TRUSTEE	4482162	799.20
		PAYROLL DEDUCTION		
750	80079	CHPTR 13 STANDING TRUSTEE	4482163	976.39
		PAYROLL DEDUCTION		
750	80114	CHPTR 13 STANDING TRUSTEE	4482164	855.03
		PAYROLL DEDUCTION		
750	80165	INTERNAL REVENUE SERVICE	4482166	63.34
		PAYROLL DEDUCTION		
750	80001	LOCAL 1250	4482171	4,664.67
		UNION DUES DEDUCTIONS		
750	80171	MICHAEL R STILLMAN	4482161	369.09
		PAYROLL DEDUCTION		
750	80163	MICHIGAN GUARANTY AGENCY	4482167	295.03
		PAYROLL DEDUCTION		
750	80118	MISDU	4482169	13,708.17
		PAYROLL DEDUCTIONS		
750	80152	OFFICE OF THE ATTORNEY	4482170	337.38
		PAYROLL DEDUCTION		
750	14693	THE HARTFORD GROUP	4482183	10,526.17
		VOLUNTARY LIFE INSURANCE		
750	80164	US DEPT OF EDUCATION SFAC	4482168	196.69
		PAYROLL DEDUCTION		
750	80009	WARREN MUNICIPAL FEDERAL	4482160	74,435.00
		PAYROLL DEDUCTIONS		
750	80003	WARREN POLICE COMMAND	4482172	1,065.27
		PAYROLL DEDUCTIONS		

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

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
750	80005	FOP LODGE 124	558318	2,835.00
		PAYROLL DEDUCTIONS		
750	80002	LOCAL 1917	558317	761.05
		UNION DUES DEDUCTIONS		
750	80000	LOCAL 412	558316	1,115.02
		UNION DUES DEDUCTIONS		
750	80006	PROFESSIONAL FIREFIGHTERS	558319	9,789.64
		PAYROLL DEDUCTIONS		
750	80007	WARREN FIRE FIGHTER FUND	558320	1,190.00
		PAYROLL DEDUCTIONS		
801	12719	JR MATHEWS INC	558149	9,625.00
S/A	REVOLVING EXPENDITURE	DEMOLITION		
801	14862	RED CEDAR CONSULTING	558225	675.00
S/A	REVOLVING EXPENDITURE	ASBESTOS SURVEY		

CITY OF WARREN  
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PENDING WIRE TRANSFERS

<u>TRANSFER TO</u>	<u>REASON</u>	<u>DATE REQUESTED</u>	<u>AMOUNT REQUESTED</u>
COMPONE ADMINISTRATORS	REIMBURSE LARGE DOLLAR CLAIM	8/26/15	\$ 7,543.15
CRAWFORD & COMPANY	REIMBURSE LARGE DOLLAR CLAIM	9/1/15	\$ 51,260.22
CINCINATTI TIME SYST	NOVA4000 MO SERVICE FEE	8/27/15	\$ 996.00
CRAWFORD & COMPANY	REIMBURSE LARGE DOLLAR CLAIM	9/2/15	\$12,632.50
HUNTINGTON BANK	BOND INTEREST DUE	9/2/15	\$ 70,855.00
TOTAL	WIRES TO BE EFFECTUATED	9/14/15	<u>\$ 143,286.87</u>

CITY OF WARREN WATER & SEWER SYSTEM  
BILLS TO BE APPROVED FOR PAYMENT  
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SUMMARY PAGE

FUND	FUND NAME	TOTAL DISBURSEMENTS
592020	OPERATION & MAINTENANCE	\$1,166,913.68
592044	INFRASTRUCTURE REPL RES	46,133.69
592047	EQUIPMENT REPL RESERVE	171,813.00
592072	DEBT SERVICE RESERVE	1,862,427.45
592096	PAYROLL REVOLVING FUND	<u>21,055.37</u>
		<u>\$3,268,343.19</u>

CITY OF WARREN WATER & SEWER SYSTEM  
 BILLS TO BE APPROVED FOR PAYMENT  
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OPERATION & MAINTENANCE AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
592020	80029	DELTA DENTAL OF MICHIGAN	1084332	5,549.16
	VARIOUS	DENTAL INSURANCE PREMIUMS		
592020	323	DTE ENERGY	1084334	7,581.65
	WATER MAINTENANCE	ELECTRIC MONTHLY SERVICE		
592020	80023	GOLDEN DENTAL PLANS INC	1084333	939.43
	VARIOUS	DENTAL INSURANCE PREMIUMS		
592020	1545	ACHS METAL PRODUCTS INC	94489	540.00
	WATER MAINTENANCE	AUTO EXPENSE		
592020	4376	AIRGAS USA LLC	94508	399.36
	WWTP	CHEMICALS AT WWTP		
592020	4238	AJAX MATERIALS CORP	94505	5,399.45
	WATER MAINTENANCE	UPM COLD PATCH		
592020	4675	ALS GROUP USA CORP	94518	380.00
	WWTP	CHEMICALS		
592020	4741	AVANTE ENTERPRISE LLC	94519	682.25
	WWTP	MAINTENANCE SUPPLIES		
592020	4630	BHAYANA BROTHERS LLC	94515	210.99
	WWTP	MAINTENANCE SUPPLIES		
592020	99998	CHARISMA WALLACE	94531	118.03
		REFUND		
592020	4082	CHEMCO PRODUCTS INC	94502	395.00
	WWTP	CHEMICALS		
592020	2963	CINCINNATI TIME SYS	94499	153.00
	WWTP	MAINTENANCE SUPPLIES		
592020	329	CONCENTRA/OCCUP HEALTH	94478	149.00
	WATER MAINTENANCE	MEDICAL SERVICES		
592020	2115	CONTRACTORS CLOTHING CO	94492	201.48
	WWTP	UNIFORMS		
592020	142	DETROIT WATER & SEWERAGE	94475	892,059.00
	GENERAL	2015 WHOLESALE WATER		
592020	4612	DIVDAT	94514	2,262.22
	ADMINISTRATION	UTILITY BILL PRINTING		
592020	323	DTE ENERGY	94476	79.81
	WATER MAINTENANCE	ELECTRIC MONTHLY SERVICE		
592020	324	DTE ENERGY	94477	66,186.84
	WWTP	ELECTRIC MONTHLY SERVICE		
592020	631	EDWARD C LEVY COMPANY	94481	703.36
	WWTP	SAND		
592020	4848	ENGINEERED SOLUTIONS	94528	8,761.98
	WATER MAINTENANCE	PROFESSIONAL SERVICES		
592020	400	FEDEX	94479	273.55
	WWTP	OPERATING SUPPLIES		
592020	404	FIRE EQUIPMENT CO INC	94480	90.00
	WWTP	MONTHLY INSPECTION		
592020	1700	FISHER SCIENTIFIC	94490	258.05
	WWTP	OPERATING SUPPLIES		
592020	4585	GLOBAL GOV ED SOLUTIONS	94512	187.99
	WWTP	OPERATING SUPPLIES		

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

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
592020	4477	GOVCONNECTION INC	94510	71.46
	WWTP	OPERATING SUPPLIES		
592020	1727	GRAINGER	94491	2,103.78
	VARIOUS	MAINTENANCE SUPPLIES		
592020	1044	GRAYBAR	94484	3,875.78
	WWTP	ELECTRICAL SUPPLIES		
592020	2268	HOME DEPOT CREDIT SVCS	94493	21.46
	WWTP	MAINTENANCE SUPPLIES		
592020	4821	HOMRICH WRECKING INC	94523	39,546.05
	VARIOUS	ASH HAULING & DISPOSAL		
592020	99998	ITRAT JAFRI	94532	137.28
		REFUND		
592020	1027	J O GALLOUP COMPANY	94483	67.50
	WWTP	MAINTENANCE SUPPLIES		
592020	2785	JGM VALVE CORPORATION	94498	1,266.00
	VARIOUS	SUCTION VALVES		
592020	99998	KEVIN SOLLARS	94533	430.00
		REFUND		
592020	4763	M TECH COMPANY	94520	1,869.95
	WATER MAINTENANCE	OPERATING SUPPLIES		
592020	99998	MALTI NARWANI	94534	9.54
	WWTP	TRAVEL EXPENSE REIMBURSEM		
592020	4787	METRO ENVIRONMENTAL	94521	17,127.76
	VARIOUS	REPAIRS & MAINTENANCE		
592020	4412	METRO WELDING SUPPLY	94509	30.13
	WWTP	CHEMICALS AT WWTP		
592020	4514	MICH METER TECHNOLOGY GRP	94511	4,590.66
		INVENTORY SUPPLIES		
592020	4601	MSC INDUSTIRAL SUPPLY CO	94513	172.04
	WWTP	MAINTENANCE SUPPLIES		
592020	4244	NALCO CROSSBOW WATER	94506	287.00
	WWTP	CHEMICALS AT WWTP		
592020	2401	OFFICE DEPOT INC	94494	184.46
	VARIOUS	OPERATING SUPPLIES		
592020	4638	PERLMUTTER PURCHASING PWR	94516	1,918.00
	WWTP	COMPUTER SUPPLIES		
592020	4844	RDC CONSTRUCTION SERVICES	94526	57,157.58
	WATER MAINTENANCE	CONCRETE, MANHOLE AND SOD REPAIRS		
592020	4845	S W CONTROLS	94527	836.22
	WWTP	MAINTENANCE SUPPLIES		
592020	99998	SELECT COMMERCIAL ASSETS	94535	8.65
		REFUND		
592020	99998	SHERYCE MATTHEWS	94536	200.00
		REFUND		
592020	1066	SUBURBAN BOLT & SUPPLY CO	94485	84.21
	WATER MAINTENANCE	MAINTENANCE SUPPLIES		
592020	4828	SUPER CAR WASH	94524	27.50
	WATER MAINTENANCE	CAR WASH SERVICES		

CITY OF WARREN WATER & SEWER SYSTEM  
 BILLS TO BE APPROVED FOR PAYMENT  
 REGULAR MEETING OF SEPTEMBER 8, 2015  
 Page 3 of 3

OPERATION & MAINTENANCE AND OTHER FUNDS AS INDICATED

FUND	VENDOR NUMBER	PAYEE AND DESCRIPTION	CHECK NUMBER	NET CHECK AMOUNT
592020	2642	SURVEY INSTRUMENT SALES	94496	335.00
		WATER MAINTENANCE PROFESSIONAL SERVICES		
592020	4100	TEAM EQUIPMENT	94503	676.00
		WATER MAINTENANCE OPERATING SUPPLIES		
592020	99998	TITLE EXPRESS	94537	94.63
		REFUND		
592020	4834	UNIVERSAL PROPERTY SERV	94525	660.67
		SPRINKLER REPAIR		
592020	2619	USA BLUEBOOK	94495	497.00
		WWTP MAINTENANCE SUPPLIES		
592020	4192	W W WILLIAMS	94504	794.00
		WWTP MAINTENANCE SUPPLIES		
592020	1241	WARREN PIPE & SUPPLY CO	94486	35.96
		WWTP MAINTENANCE SUPPLIES		
592020	2782	WASTE MANAGEMENT OF MI	94497	37,992.83
		VARIOUS ASH HAULING CONTRACT		
592020	1453	WORK 'N GEAR	94488	242.98
		WWTP UNIFORMS		
592044	3086	ANGELO IAFRATE CONSTR CO	94501	24,646.68
		VARIOUS ENGINEERING SERVICES		
592044	1401	METCO SERVICES INC	94487	14,189.51
		EXPENSE ENGINEERING SERVICES		
592044	4641	V I L CONSTRUCTION	94517	7,297.50
		VARIOUS WATER MAIN REPLACEMENT		
592047	3007	HUBBELL ROTH & CLARK INC	94500	1,613.00
		EXPENSE ENGINEERING SERVICES		
592047	988	SCHAD REFRACTORY CONST CO	94482	170,200.00
		VARIOUS INCINERATOR REPAIR		
592072	4331	BANK OF NY MELLON NA	94507	576,577.45
		EXPENSE DEBT SERVICE		
592072	4789	HUNTINGTON NATIONAL BANK	94522	1,285,850.00
		EXPENSE DEBT SERVICE		
592096	80001	AFSCME LOCAL 1250	1084329	1,656.85
		UNION DUES DEDUCTIONS		
592096	80098	MISDU	1084330	2,095.42
		WAGE ASSIGNMENTS		
592096	80207	SUSAN WINTERS	1084331	150.00
		WAGE ASSIGNMENTS		
592096	14693	THE HARTFORD GROUP	1084335	2,020.94
		VOLUNTARY LIFE INSURANCE		
592096	80009	WARREN MUNIC FED CR UNION	1084328	14,510.00
		PAYROLL DEDUCTIONS		
592096	80002	AFSCME LOCAL 1917	94530	294.60
		UNION DUES DEDUCTIONS		
592096	80000	LOCAL 412 (UNIT 59)	94529	327.56
		UNION DUES DEDUCTIONS		

CITY OF WARREN WATER & SEWER SYSTEM  
BILLS TO BE APPROVED FOR PAYMENT  
REGULAR MEETING OF  
SEPTEMBER 8, 2015

MISCELLANEOUS TRANSFERS

<u>TRANSFER TO</u>	<u>DATE</u>	<u>AMOUNT</u>
ICMA - 401A	08/05/15	\$ 29,905.04
ING - Deferred Compensation	08/05/15	1,985.50
ICMA - Deferred Compensation	08/05/15	4,992.43
Lincoln - Deferred Compensation	08/05/15	1,233.98
ICMA - RHS Deductions & Contributions	08/05/15	1,918.12
ICMA - Roth IRA Contribution	08/05/15	855.00
ICMA - 401A	08/19/15	30,830.95
ING - Deferred Compensation	08/19/15	1,985.50
ICMA - Deferred Compensation	08/19/15	4,992.43
Lincoln - Deferred Compensation	08/19/15	1,233.98
ICMA - RHS Deductions & Contributions	08/19/15	1,930.82
ICMA - Roth IRA Contribution	08/19/15	855.00
<u>AUGUST TOTAL</u>		<u>\$ 82,718.75</u>

FEDERAL TAX TRANSFERS

<u>PAID FROM</u>	<u>DATE</u>	<u>AMOUNT</u>
Comerica	08/06/15	\$ 65,189.08
Comerica	08/20/15	67,325.28
<u>AUGUST TOTAL</u>		<u>\$ 132,514.36</u>



**PLANNING DEPARTMENT**

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

May 1, 2015

TO: Scott C. Stevens, Secretary  
Warren City Council

FROM: Planning Commission

RE: SITE PLAN AND SPECIAL LAND USE PERMIT APPROVAL FOR A  
NEW USED CAR SALES FACILITY AND DETAILING AREA; located on  
the west side of Mound Road approximately 971.54 ft. north of Eight Mile  
Road; 21083 Mound Road; Section 32; Lucas Koja (Robert J. Tobin).

At a public hearing on April 7, 2014, the Planning Commission adopted a resolution pertaining to the above-captioned matter. The resolution, as adopted, is a recommendation to the City Council to Deny the Site Plan and Special Land Use Permit for a new used car sales facility and detailing area.

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

Please schedule this matter for formal action by the City Council. If you have any questions or need additional information, please contact the Planning Director, Ronald Wuerth.

Thank you for your cooperation in this matter.

Respectfully submitted,

Handwritten signature of Jason McClanahan in black ink.

---

Jason McClanahan  
Commission Secretary

Read and Concur:

Handwritten signature of James R. Fouts in black ink.

---

James R. Fouts  
Mayor

/jah

Attachments

April 11, 2014

Robert J Tobin  
2201 Twelve Mile Road  
Warren MI 48092

RE: SITE PLAN AND SPECIAL LAND USE PERMIT APPROVAL FOR A  
NEW USED CAR SALES FACILITY AND DETAILING AREA; located on  
the west side of Mound Road approximately 971.54 ft. north of Eight Mile  
Road; 21083 Mound Road; Section 32; Lucas Koja (Robert J. Tobin).

Dear Mr. Tobin:

At its public hearing of April 7, 2014 the City of Warren Planning Commission voted to **DENY** the above-described site plan and more specifically:

1. The Special Land Use Permit request does not meet the following general standards:
  - a) The proposed use is not compatible with the adjacent residential uses of land.
  - b) The proposed use is not in compliance with the standards of the Zoning Ordinance.
2. The petitioner is required to obtain three (3) variances and modify a condition approval from the Zoning Board of Appeals. The "used car facility" ordinance Section 15.01 Uses Permitted (e) was recently amended. It is unrealistic to again approve a facility that requires several variances.
3. No action was taken to improve the site since the previous site plan approval on November 26, 2012.
4. The alley vacation and property combinations were not applied for within the required four (4) months of the Zoning Board of Appeals approval on March 27, 2013.
5. All items listed in the letter dated February 27, 2014 from Deborah Wenson, Zoning Inspector as follows:
  - a. Operating a business without a Certificate of Occupancy.
  - b. Outdoor storage of inoperable/unlicensed vehicles and vehicle parts.
  - c. Unlawful storage of junk/debris.

- d. Temporary storage trailers on property without permits.
- e. Illegal parking vehicles (must be parked on a hard surface).
- f. Barbed wire remains (to be removed per ZBA variances 3/27/13.)

And furthermore, recommendations were received from the following divisions and departments.

**TAXES:** No Delinquent Taxes

**ENGINEERING:** Preliminary review of this site yielded the following comments:

1. A system of internal drainage shall be provided. Detention may be required.
2. Any improvements within the Mound Road right-of-way shall be subject to the approval of the Macomb County Department of Roads (MCDR).
3. It is recommended that the existing drive approach onto Mound Road be removed and replaced to current MCDR and City standards.
4. Show the locations of all proposed and existing utilities. Separate water and sanitary services may be required for the proposed used car office.

**ZONING:** The Zoning Bureau inspected the above property on February 25, 2014, at the time of the inspection many violations were observed:

1. Operating a business without a Certificate of Occupancy.
2. Outdoor storage of inoperable/unlicensed vehicles and vehicle parts.
3. Unlawful storage of junk/debris.
4. Temporary storage trailers on property without permits.
5. Illegal parking vehicles (must be parked on a hard surface).
6. Barbed wire remains (to be removed per ZBA variances 3/27/13).

**MACOMB COUNTY:** Plans were returned and marked with changes from the county and then sent back to the Architect.

**FIRE:** Approved

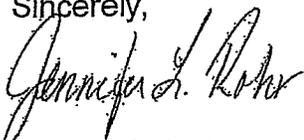
**DTE:** DTE has no objection with restrictions:

No Hi-Low or crane allowed closer than 10 feet from DTE existing overhead power line crossing north-south of customer property.

You shall remove the driveway and restore the curbing to the street, sidewalk, curbing to the parking area and replacement of grass surface area.

Should you have any questions, please do not hesitate to contact our office at 586-574-4687.

Sincerely,



Jennifer L. Rohr  
Commission Secretary

/jah

cc: Mayor James R. Fouts  
Assistant City Attorney  
Richard Sabaugh, Public Service Director  
Lynne Martin, Zoning Department  
Daniel Simpson, Fire Department  
James Van Havermaat, Engineering Division  
Ronald F. Wuerth, Planning Director  
Lucas Koja

7.c SITE PLAN AND SPECIAL LAND USE PERMIT APPROVAL FOR NEW USED CAR SALES FACILITY AND DETAILING AREA

Section 32

Lucas Koja (Robert Tobin)

April 7, 2014

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FINDINGS

1. The petitioner is requesting site plan and special land use permit approval for a new used car sales facility and detailing area to be located on the west side of Mound Road approximately 167 ft. north of Hayden Street.
2. **CHARACTERISTICS OF THE PROPERTY IN QUESTION CAN BE SUMMARIZED AS FOLLOWS:**

- a) **SIZE AND DIMENSIONS OF PROPERTY:** A rectangular shaped parcel measuring 100 ft. x 220 ft. and containing 22,000 sq. ft. with 220 ft. of frontage along Mound Road and 220 ft. of frontage along a 20 ft wide public alley. Lots 90 through 100 of Ramm and Co's Mound Park Subdivision. Also, a rectangular shaped parcel measuring 105 ft. x 220 ft. and containing 23,100 sq. ft. with 220 ft. of frontage along Albany Avenue and 220 ft. of frontage along a 20 ft. wide public alley. Lots 201 through 205 and the north 33 ft. of lot 206 of Ramm and Co's Mound Park Subdivision.

NOTE 1: The three (3) parcels identified as 13-32-479-025, 13-32-479-026 and 13-32-479-027 must be combined into one parent parcel. An application must be submitted to the Planning Department requesting the approval of the combination.

NOTE 2: The two (2) parcels identified as 13-32-479-010 and 13-32-479-011 must be combined into one parent parcel. An application must be submitted to the Planning Department requesting the approval of the combination.

NOTE 3: All "sidwell " numbers (parcel identification numbers) shall be provided as follows below the property description:

13-32-479-025

13-32-479-026

13-32-479-010

- b) **PRESENT USE:** Vehicle repair facility, formerly J.G. Welding and Maintenance.
- c) **PRESENT ZONING:** M-2, Medium-Light Industrial District.

The M-2 Zoning District has existed since the adoption of the Zoning Ordinance on July 21, 1960.

7.c SITE PLAN AND SPECIAL LAND USE PERMIT APPROVAL FOR NEW USED CAR SALES FACILITY AND DETAILING AREA

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Lucas Koja (Robert Tobin)

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**3. CURRENT STATUS OF APPLICATION**

- a) The present hearing will be the initial formal review of this application by the Planning Commission.
- b) The Planning Commission, pursuant to Article XXI, City Planning Commission, Section 21.04, Site Plan Review and Article XXII, Administration, Section 22.16 Site Plan Review of the Zoning Ordinance, shall receive and review a submitted site plan in relation to pedestrian and vehicle circulation, off street parking, structural relationships, public utilities, landscaping, accessibility and other site design element.
- c) The Planning Commission, pursuant to Article XXII Administration, Section 22.14 Procedures for Special Land Use approval of the Zoning Ordinance, must follow the guidelines set forth and listed under subsections A and B.
- d) The Planning Commission pursuant to Article IV. General Provisions; Sections 4.44 thru 4.56 and Article XIV. C-2 General Business District, Section 14.01 of the Zoning Ordinance reviews all outdoor sales and rentals permitted in conjunction with a permanent building.
- e) The Planning Commission, pursuant to Article XXIV C-2, General Business District, Section 14.02 Approval of Special Land Use Permit of the Zoning Ordinance, must provide a report and recommendation to City Council for all special land uses listed under the subsections A (11) (a) Used Car Lots.
- f) On March 6, 2014 the petitioner sent a request to table the item to the April 7, 2014 meeting. This request was approved by the Planning Commission on ~~March 10, 2014.~~
- g) On March 27, 2013, the Board of Appeals GRANTED the petitioner permission to:
  - 1. Continue a building to the front property line.
  - 2. Hard surface to the front, side and rear property lines on Mound for the display and parking of rental vehicles.
  - 3. Waive thirty (30) required hard surfaced customer parking spaces for the rental car lot.

7.c SITE PLAN AND SPECIAL LAND USE PERMIT APPROVAL FOR NEW USED CAR SALES FACILITY AND DETAILING AREA

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4. Retain a six (6) ft. high chain link fence on the north property line to the front property line on Mound, retain a six (6) ft. wall along the south property to the front property line on Mound and install eighty nine (89) linear ft. along the north end of the east property line.
5. Construct a six (6) ft. high concrete wall along the Albany (front/west) property line and along the north and south property line in the front setback.

NOTE: The two parcels are separated by an open twenty (20) ft. public alley.

WITH THE FOLLOWING CONDITIONS:

- a) The hard surface to the front property line on Mound Road will be for the parking, not display, of rental vehicles.
- b) The six (6) ft. high chain link fence on the north property line to the front property line on Mound Road will be replaced.
- c) The six (6) ft. wall along the south property line to the front property line on Mound Road will be replaced.
- d) An eight (8) ft. wide greenbelt will be constructed along the front (west) property line of Albany Avenue.
- e) The hours of operation will be 8:00 a.m. to 8:00 p.m.
- f) There will be no barbed wire on the site at all.
- g) The lighting shall be shielded and not encroach on abutting properties; light poles shall be no higher than twenty (20) ft.; all glare shall be eliminated for all fixtures; upward directed lighting shall not be permitted.
- h) All outdoor retail sales shall be prohibited on the site.
- i) All landscaped areas shall be automatically irrigated and maintained.
- j) There will only be twenty operable cars available for rental parked in the fenced area in the northeast area of the property.
- k) The two metal containers still on the property shall have a proper rat wall installed in accordance with the ordinances.
- l) There shall be only seven cars waiting for repairs and those cars shall be parked in the seven designated spaces on the plan.

7.c SITE PLAN AND SPECIAL LAND USE PERMIT APPROVAL FOR NEW USED CAR SALES FACILITY AND DETAILING AREA

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- m) The public alley will be vacated and the lots will be combined and this action will be started within the next four months.

NOTE: The Board of Appeals conditioned the petitioner to vacated the public alley and combine the lots to be started within 4 months of the Board approval. No action was taken.

- h) On November 26, 2012, the Planning Commission APPROVED plans for a collision shop and a rental car lot for 20 vehicles.

**4. GENERAL DESCRIPTION OF THE SURROUNDING PROPERTIES IS AS FOLLOWS:**

- a) The property to the north is zoned M-2 and contains an industrial building.
- b) The property to the east across Mound Road is zoned M-4 and contains Chrysler Motors Dodge City Plant.
- c) The property to the south is zoned M-2 and contains a Credit Union (Tandem)
- d) The properties to the west across Albany Avenue are zoned R-1-P and contain single family dwellings.

**5. THE SITE PLAN SUBMITTED BY THE PETITIONER INDICATES THAT:**

- a) A used car office measuring 10 ft. x 20 ft. and containing 200 sq. ft. would be constructed on the site set back approximately 50 ft. from the north property line and approximately 95 ft. from the west property line (Albany Avenue). A total of fifteen (15) used car spaces would be provided with the 4 spaces located north of the used car office and 11 spaces located west of the office. The entire area would be hard surfaced with asphalt and provided with 6" concrete curbing. The used car operation would generally be located in the northwest corner area of the site. The use of the primary structure is changing from an auto repair facility to a vehicle detailing area.

NOTE 1: No floor or elevation plans were submitted for the used car office.

NOTE 2: The petitioner shall obtain a variance for the used car area to be permitted within 200 ft. of a property line for a residential use.

NOTE 3: The petitioner shall obtain a variance for overhead service doors opening toward residential dwellings.

7.c SITE PLAN AND SPECIAL LAND USE PERMIT APPROVAL FOR NEW USED CAR SALES FACILITY AND DETAILING AREA

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Lucas Koja (Robert Tobin)

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NOTE 4: The petitioner shall obtain a variance for not providing a decorative fence along Mound Road.

NOTE 5: The petitioner shall modify the conditions of the March 27, 2013 Board of Appeals approval by eliminating the prohibition of all outdoor retail sales.

b) A parking area would be constructed measuring approximately 140 ft. x 220 ft. (less the building square footage of 4,830 sq. ft.) and containing 25,970 sq. ft. would be constructed on the site along the north property line, setback 2 ft. from the east property line (Mound Road), along the south property line and 83 ft. from the west property line Albany Avenue. The use of the parking area would be as follows:

- 1) The driveway from Mound Road would be hard surfaced with new concrete.
- 2) A parking area would measure 20 ft. x 106 ft. and contain 11 parking spaces. This area would be located immediately west of the building.
- 3) A parking area designated for rental vehicle storage considered an outdoor sales area would measure approximately 72 ft. x 100 ft. and containing 7,200 sq. ft. this area would contain 20 vehicles. This area is located north of the building.
- 4) A parking area would measure approximately 40 ft. x 108 ft. and contain 4,320 sq. ft. or 23 spaces. This area would be located approximately 75 ft. west of the building.
- 5) A parking area designated for used car sales and parking would measure 20 ft. x 128 ft. and contain 2,560 sq. ft. This area would contain 15 spaces. This area would be located approximately 75 ft. west and somewhat northwest of the building.

The new parking areas would all be hard surfaced with asphalt.

The minimum requirement for parking spaces on the site is 38.

NOTE: The note provided stating "All outdoor retail sales of items shall be prohibited on the site" shall be modified to read "All outdoor retail sales of items shall be prohibited on the site except for the rental car operation".

7.c SITE PLAN AND SPECIAL LAND USE PERMIT APPROVAL FOR NEW USED  
CAR SALES FACILITY AND DETAILING AREA

Section 32

Lucas Koja (Robert Tobin)

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- c) Two (2) open storage areas for metal containers each measuring 8 ft. x 20 ft. for a grand total of 320 sq. ft. would be provided on the site. The containers would be located along the west elevation of the building. The maximum requirement for open storage areas on the site is 2,917 sq. ft.

NOTE: The outdoor storage areas for 2 metal containers totaling 320 sq. ft. shall be indicated on the site data chart.

- d) Wall mounted light fixtures are existing located on the building's north, south and west elevations. Pole mounted lights are existing located west of the building. A note is provided stating "All lighting on the site shall be shielded and not

encroach upon abutting properties. The light poles shall be no higher than 20 ft. All glare shall be eliminated from all light fixtures. Upward directed lighting shall not be permitted."

- e) Access would be provided via one existing shared driveway to Mound Road.

NOTE: The petitioner must provide a recorded document for ingress/egress with the owner of the property abutting to the south. This document must be approved in draft format for form by the City Attorney prior to it being recorded at the Macomb County Register of Deeds. A copy of the document then shall be provided to the Planning Department.

- f) No landscape plan was submitted; however, the site plan indicates that five (5) Norway Maple trees would be planted in the area between the sidewalk and edge of Mound roadway. A ten (10) ft. wide greenbelt containing Scotch Pines and Arborvitae would be provided along the west property line (Albany Avenue).

NOTE: Two (2) trees exist between the west property line and the edge of Albany Avenue. The trees shall be indicated on the plan.

- g) A six (6) ft. high brick embossed poured concrete wall would be provided along the west 105 ft. of the north and south property lines where it abuts the M-2 Medium-Light Industrial District. Also a new wall would be provided along the entire west property line (Albany Avenue).

NOTE: The note "proposed new 6' 0" concrete wall" located in three places on the plan shall be changed to read "proposed new 6' 0" high brick embossed poured concrete wall "on the plan".

- h) A six (6) ft. high chain link fence with barbed wire exists along the east 120 ft. of the north property line and 20 ft. along the south property line.

7.c SITE PLAN AND SPECIAL LAND USE PERMIT APPROVAL FOR NEW USED  
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- i) Sidewalk exists along the east property line (Mound Road). No sidewalk exists along the west property line (Albany Avenue). The determination of the need for a five (5) ft. wide sidewalk along the west property line (Albany Avenue) shall be made by the Public Service Director.
- j) A trash enclosure location is indicated on the plan located along the south property line approximately 47 ft. from the southwest corner of the building.

NOTE: The trash enclosure shall be provided on the site with the following note stating "A trash enclosure, measuring a minimum 10 ft. x 10 ft. shall be constructed of six (6) ft. high brick embossed poured concrete walls with 45° angle cap, have screened gates and be placed upon a minimum 10 ft. x 18 ft. concrete pad that provides an 8 ft. wide apron. Masonry block shall not be used as a construction material".

- k) All other improvements on the site would remain as exists.

**RECOMMENDATION**

It is recommended that the site plan and special land use permit approval for a new used car sales facility and detailing area be DENIED for the following reasons:

1. The Special Land Use Permit request does not meet the following general standards:
  - a) The proposed use is not compatible with the adjacent residential uses of land.
  - b) The proposed use is not in compliance with the standards of the Zoning Ordinance.
2. The petitioner is required to obtain three (3) variances and modify a condition approval from the Zoning Board of Appeals. The "used car facility" ordinance Section 15.01 Uses Permitted (e) was recently amended. It is unrealistic to again approve a facility that requires several variances.
3. No action was taken to improve the site since the previous site plan approval on November 26, 2012.
4. The alley vacation and property combinations were not applied for within the required four (4) months of the Zoning Board of Appeals approval on March 27, 2013.
5. All items listed in the letter dated February 27, 2014 from Deborah Wenson, Zoning Inspector as follows:
  - a. Operating a business without a Certificate of Occupancy.
  - b. Outdoor storage of inoperable/unlicensed vehicles and vehicle parts.
  - c. Unlawful storage of junk/debris.
  - d. Temporary storage trailers on property without permits.
  - e. Illegal parking vehicles (must be parked on a hard surface).
  - f. Barbed wire remains (to be removed per ZBA variances 3/27/13.)

However if the Planning Commission determines that the site plan and special land use permit should be approved, then it should be recommended for approval with the standard conditions of the Planning Commission and more specifically:

7.c SITE PLAN AND SPECIAL LAND USE PERMIT APPROVAL FOR NEW USED  
CAR SALES FACILITY AND DETAILING AREA

Section 32

Lucas Koja (Robert Tobin)

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1. Fifteen (15) copies of revised site plans must be submitted indicating the following:
  - a) All "sidwell" numbers (parcel identification numbers) shall be provided as follows below the property description:

13-32-479-025  
13-32-479-026  
13-32-479-010
  - b) The note provided stating "All outdoor retail sales of items shall be prohibited on the site" shall be modified to read "All outdoor retail sales of items shall be prohibited on the site except for the rental car operation".
  - c) The outdoor storage areas for 2 metal containers totaling 320 sq. ft. shall be indicated on the site data chart.
  - d) Two (2) trees exist between the west property line and the edge of Albany Avenue. The trees shall be indicated on the plan.
  - e) The note "proposed new 6' 0" concrete wall" located in three places on the plan shall be changed to read "proposed new 6' 0" high brick embossed poured concrete wall "on the plan".
  - f) The trash enclosure shall be provided on the site with the following note stating "A trash enclosure, measuring a minimum 10 ft. x 10 ft. shall be constructed of six (6) ft. high brick embossed poured concrete walls with 45° angle cap, have screened gates and be placed upon a minimum 10 ft. x 18 ft. concrete pad that provides an 8 ft. wide apron. Masonry block shall not be used as a construction material".
2. The three (3) parcels identified as 13-32-479-025, 13-32-479-026 and 13-32-479-027 must be combined into one parent parcel. An application must be submitted to the Planning Department requesting the approval of the combination.
3. The two (2) parcels identified as 13-32-479-010 and 13-32-479-011 must be combined into one parent parcel. An application must be submitted to the Planning Department requesting the approval of the combination.
4. The petitioner must provide a recorded document for ingress/egress with the owner of the property abutting to the south. This document must be approved in draft format for form by the City Attorney prior to it being recorded at the Macomb County Register of Deeds. A copy of the document then shall be provided to the Planning Department.

7.c SITE PLAN AND SPECIAL LAND USE PERMIT APPROVAL FOR NEW USED CAR SALES FACILITY AND DETAILING AREA

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Lucas Koja (Robert Tobin)

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5. The following variances shall be obtained by the petitioner from the Board of Appeals for final approval of the site plan and special land use permit:
  - a) The petitioner shall obtain a variance for the used car area to be permitted within 200 ft. of a property line for a residential use.
  - b) The petitioner shall obtain a variance for overhead service doors opening toward residential dwellings.
  - c) The petitioner shall obtain a variance for not providing a decorative fence along Mound Road.
  - d) The petitioner shall modify the conditions of the March 27, 2013, Board of Appeals approval by eliminating the prohibition of all outdoor retail sales.
6. The public alley abutting lots 90 through 100 and lots 202 through 205 and parts of lots 201 and 206 of Ramm and Co's Mound Park Subdivision shall be vacated and made part of the overall site.
7. Sidewalk exists along the east property line (Mound Road). No sidewalk exists along the west property line (Albany Avenue). The determination of the need for a five (5) ft. wide sidewalk along the west property line (Albany Avenue) shall be made by the Public Service Director.
8. The Planning Staff believes that the proposed bond amount is too low given the fact that land area would be hard surfaced and drained and a small building would be constructed are part of the improvements. A new estimate shall be provided closer to \$80,000 to \$100,000. A bond in the amount of \$3,000 should be posted.
9. Obtain approval for the site plan and Special Land Use permit for the proposed used car sales facility and detailing area from City Council.

And furthermore, recommendations were received from the following divisions and departments:

**TAXES:** No Delinquent Taxes

7.c SITE PLAN AND SPECIAL LAND USE PERMIT APPROVAL FOR NEW USED CAR SALES FACILITY AND DETAILING AREA

Section 32

Lucas Koja (Robert Tobin)

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**ENGINEERING:** Preliminary review of this site yielded the following comments:

1. The existing 20' wide public alley shall be vacated and utility easements obtained. After the alley has been properly vacated, parcels 13-32-479-011 and 13-32-479-027 shall be combined.
2. A system of internal drainage shall be provided. Detention may be required.
3. Any improvements within the Mound Road right-of-way shall be subject to the approval of the Macomb County Department of Roads (MCDR).
4. It is recommended that the existing drive approach onto Mound Road be removed and replaced to current MCDR and City standards.
5. The entire parking lot perimeter shall have concrete curb and gutter.
6. There shall be a five foot wide concrete sidewalk installed across the frontage of Albany Avenue unless a variance is granted.
7. It shall be noted that the proposed 15 used car parking spaces do not meet minimum width requirements.
8. Show the locations of all proposed and existing utilities. Separate water and sanitary services may be required for the proposed used car office.
9. If the existing building is to be utilized there is currently a small canopy and sidewalk along the south face of the building. If this is to remain it may impact the vehicular useable width of the drive approach. Minimum 2-way width for a commercial drive approach is twenty-six feet. If a door/access point is proposed along the south wall, protection bollards or some other means of provided for pedestrian safety shall be installed. Also, the proposed twenty foot wide relocated gate may restrict two-way traffic.
10. Identify the proposed location of concrete bumper blocks within the parking space. The current location may adversely impact the useable length of the parking space.

**NOTE:** The following items as presented by the Engineering Division shall be removed as they are addressed in the findings of the Planning Department:

- a) The existing 20' wide public alley shall be vacated and utility easements obtained. After the alley has been properly vacated, parcels 13-32-479-011 and 13-32-479-027 shall be combined.
- b) The entire parking lot perimeter shall have concrete curb and gutter.
- c) There shall be a five foot wide concrete sidewalk installed across the frontage of Albany Avenue unless a variance is granted.
- d) It shall be noted that the proposed 15 used car parking spaces do not meet minimum width requirements.

7.c SITE PLAN AND SPECIAL LAND USE PERMIT APPROVAL FOR NEW USED CAR SALES FACILITY AND DETAILING AREA

Section 32

Lucas Koja (Robert Tobin)

April 7, 2014

Page 12

- e) If the existing building is to be utilized there is currently a small canopy and sidewalk along the south face of the building. If this is to remain it may impact the vehicular useable width of the drive approach. Minimum 2-way width for a commercial drive approach is twenty-six feet. If a door/access point is proposed along the south wall, protection bollards or some other means of provided for pedestrian safety shall be installed. Also, the proposed twenty foot wide relocated gate may restrict two-way traffic.
- f) Identify the proposed location of concrete bumper blocks within the parking space. The current location may adversely impact the useable length of the parking space.

**ZONING:** The Zoning Bureau inspected the above property on February 25, 2014, at the time of the inspection many violations were observed:

1. Operating a business without a Certificate of Occupancy
2. Outdoor storage of inoperable/unlicensed vehicles and vehicle parts.
3. Unlawful storage of junk/debris
4. Temporary storage trailers on property without permits.
5. Illegal parking vehicles (must be parked on a hard surface).
6. Barbed wire remains (to be removed per ZBA variances 3/27/13.)

**MACOMB COUNTY:** Plans were returned and marked with changes from the county and then sent back to the Architect.

**FIRE:** Approved

**DTE:** DTE has no objection with restrictions:

No Hi-Low or crane allowed closer than 10 feet from DTE existing overhead power line crossing north-south of customer property.

## RESOLUTION

The Planning Commission of the City of Warren having published Notice of Public Hearing in accordance with the statues and ordinances governing the same and having held a public hearing thereon on Monday, the 7th day of April, 2014, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan, and having considered the objections raised thereto, Resolves to recommend and does so recommend to the Council of the City of Warren that the following commonly described property, to-wit:

Land in the City of Warren, Macomb County, described as:

All of Lots 90 through 100 and the Southerly 29 feet of Lot 201, all of Lots 202 through 205 and the Northerly 33 feet of Lot 206, Ramm and Co.'s Mound Pak Subdivision, as recorded in Liber 8, Page 49 of Plats, Macomb County Records.

receive special land use and site plan approval for a new used car sales facility and detailing area, and having considered the objections raised thereto, Resolves to recommend and does so recommend to the Council of the City of Warren that the petitioner for the special land use approval for the use referenced above for the property described aforesaid, be DENIED, subject to the following conditions:

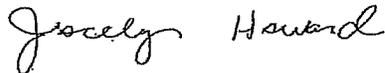
1. The Special Land Use Permit request does not meet the following general standards:
  - a) The proposed use is not compatible with the adjacent residential uses of land.
  - b) The proposed use is not in compliance with the standards of the Zoning Ordinance.
2. The petitioner is required to obtain three (3) variances and modify a condition approval from the Zoning Board of Appeals. The "used car facility" ordinance Section 15.01 Uses Permitted (e) was recently amended. It is unrealistic to again approve a facility that requires several variances.
3. No action was taken to improve the site since the previous site plan approval on November 26, 2012.
4. The alley vacation and property combinations were not applied for within the required four (4) months of the Zoning Board of Appeals approval on March 27, 2013.
5. All items listed in the letter dated February 27, 2014 from Deborah Wenson, Zoning

Inspector as follows:

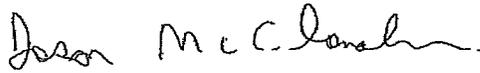
- a. Operating a business without a Certificate of Occupancy.
- b. Outdoor storage of inoperable/unlicensed vehicles and vehicle parts.
- c. Unlawful storage of junk/debris.
- d. Temporary storage trailers on property without permits.
- e. Illegal parking vehicles (must be parked on a hard surface).
- f. Barbed wire remains (to be removed per ZBA variances 3/27/13.)

RESOLUTION adopted at the meeting of April 7, 2014

CITY OF WARREN PLANNING COMMISSION



\_\_\_\_\_  
Jocelyn Howard, Chairperson



\_\_\_\_\_  
Jason McClanahan, Secretary

Secretary Rohr – this is also currently a tabled item and we have received notification to remain on the table until our April 28<sup>th</sup>, 2014 meeting.

- C. SITE PLAN AND SPECIAL LAND USE PERMIT APPROVAL FOR A NEW USED CAR SALES FACILITY AND DETAILING AREA: located on the west side of Mound Road approximately 971 .54 ft. north of Eight Mile Road; 21083 Mound Road; Section 32; Lucas Koja (Robert J. Tobin). **TABLED**

PETITIONERS PORTION:

Mr. Robert Tobin – I'm Robert Tobin 2201 12 Mile Road, Warren, but I'm also here tonight with this gentleman.

Mr. Phil Ruggeri – good evening I'm Phil Ruggeri 43231 Schoenherr, Sterling Heights, 48313. We are here on behalf of the client for a special land use permit to allow for used car sales. Bob has been with this project for several years and he had filed for a used car lot prior to the moratorium being instituted back in 2012. And that is the final component to allow our client to develop the site as he's projected.

There are three components to the development this is the Auto Repair Center that abuts on Mound and then he proposes the Rental Car area here and the back yellow area would be the used car area. The used car area that's in question is only 15 spots, but it's an integral component to what he wants to do with the site. The proposed development needs all three components to be profitable and to make any sense. The detailing that goes on inside the auto repair section allows for the storage of those vehicles in the back and in the interim they can use the rental car component for traveling. And then some of the vehicles that come out of this business end up on a used car lot. It allows them to have complete use of the vehicles throughout the entire operation and they can sell those off in the back.

Now some of the concern's from what I understand historically with the neighbors is there's lighting that emits from this building here that's close to Mound, there's some flood lights that seem to find it's way back all the way across to Albany Road and it's been causing some issues, and then the buffering between this property because it's all wide open at the present time. So what our client has proposed through Mr. Tobin is to provide adequate screening to the west of the property that would abut the residential area. He's proposed a six foot concrete wall around this area with landscaping inside and redoing the outer landscaping. Which you have several

pine trees and trees along the interior of the property within the wall on the client's side. And then he's also proposing trees in lieu of a sidewalk to add extra buffer because there are no existing sidewalks really along that strip. The sidewalk is truly with the residential component currently on the west side.

So we feel with the six foot wall, the screening, and the maturity of that landscaping it will more than buffer any type of obstruction from the lighting that could come from the building itself. And also if that lighting is objectionable there's other means to detract it. There's lighting systems that certainly just detain itself onto the property and that could be instituted as well, if this doesn't take care of it. But that's basically for the special land use.

I know there's been some issues from the staff report that the property has a lot of debris, it's not being operated very well. Well he's not in operation because he doesn't have a certificate of occupancy and it's really currently not under operation. This has all been proposed as one big development with all three components. And because of the moratorium he couldn't get back on the agenda even though he had filed prior to the moratorium so now it's right for that particular function. So I'm here to answer any questions you may have.

Secretary Rohr reads the following correspondence:

**TAXES:** No Delinquent Taxes.

**ENGINEERING:** Preliminary review of this site yielded the following comments:

1. The existing 20' wide public alley shall be vacated and utility easements obtained. After the alley has been properly vacated, parcels 13-32-479-011 and 13-32-479-027 shall be combined.
2. A system of internal drainage shall be provided. Detention may be required.
3. Any improvements within the Mound Road right-of-way shall be subject to the approval of the Macomb County Department of Roads.
4. It is recommended that the existing drive approach onto Mound Road be removed and replaced to current MCDR and City standards.
5. The entire parking lot perimeter shall have concrete curb and gutter.
6. There shall be a five foot wide concrete sidewalk installed across the frontage of Albany Avenue unless a variance is granted.

7. It shall be noted that the proposed 15 used car parking spaces do not meet minimum width requirements.
8. Show the locations of all proposed and existing utilities. Separate water and sanitary services may be required for the proposed used car office.
9. If the existing building is to be utilized there is currently a small canopy and sidewalk along the south face of the building. If this is to remain it may impact the vehicular useable width of the drive approach. Minimum 2-way width for a commercial drive approach is twenty-six feet. If a door/access point is proposed along the south wall, protection bollards or some other means of provided for pedestrian safety shall be installed. Also, the proposed twenty foot wide relocated gate may restrict two-way traffic.
10. Identify the proposed location of concrete bumper blocks within the parking space. The current location may adversely impact the useable length of the parking space. There is also a note here that does indicate that items 1, 5, 6, 7, and 9 that I just read have been addressed already in the findings of the Planning Department.

**ZONING:** The Zoning Bureau inspected the above property on February 25, 2014; at the time of the inspection many violations were observed:

1. Operating a business without a Certificate of Occupancy.
2. Outdoor storage of inoperable/unlicensed vehicles and vehicle parts.
3. Unlawful storage of junk/debris.
4. Temporary storage trailers on property without permits.
5. Illegal parking vehicles (must be parked on a hard surface).
6. Barbed wire remains (to be removed per ZBA variances 3/27/13).

**MACOMB COUNTY:** Plans were returned and marked with changes from the county and then sent back to the Architect.

**FIRE:** Approved.

**DTE:** DTE has no objection with restrictions:  
No Hi-Low or crane allowed closer than 10 feet from DTE existing overhead power line crossing north-south of customer property.

Mr. Wuerth reads the recommendation of the Staff:

Chair Brasza – Mr. Tobin and Mr. Roggeri before we take this consideration to be removed from the table, which it is at this time, I want to ask you if you've received these recommendations from the

Planning Department and also if you feel that it's worth your time to go to Zoning before you come to us?

Mr. Ruggeri – yes we did receive the notification from the Planning Department and we would accept all the conditions that are imposed. If the matter is approved we have no objects to those conditions.

Chair Brasza – now there's a few items that you need from Zoning, are you scheduled at this time?

Mr. Ruggeri – not yet. I think we were waiting for this procedure first. For the Board of Zoning Appeals you mean, has that been set yet Bob?

Mr. Tobin – no it hasn't been set we were waiting for this approval.

Chair Brasza – and you feel that you should come here before you go to Zoning?

Mr. Ruggeri – yes we do.

MOTION:

A motion was made by Secretary Rohr to remove from table, supported by Assistant Secretary Howard. A voice vote was taken, and the motion carried unanimously.

PUBLIC HEARING:

Ms. Vickie Mallette – good evening my name is Vickie Mallette I live on Albany 21281. I've been here for many meetings regarding this I've even spoke with him in the phone, I'm really disappointed in the fact that he did nothing through the summer except go in there and work off and on. He was in there today he's not supposed to be working, why is he in there working. He brings cars in and out, he had a pickup truck in there that was just full of parts that he took out of his building today. I have one neighbor and my husband that also seen it, he had a Ferrari last night in his parking lot he'll deny all of this. We've taken pictures, we've showed you what's going on we really don't want it to be a used car lot. It was stated when we were here last time he doesn't want to rent cars he wants to sell cars and I have a problem with that he has told me that numerous times. So I don't understand why we keep coming back, at the last meeting it was stated what he was to do, I have all the minutes from it he's done nothing. There are still dead trees in the lot that he never even bothered cleaning up. So this is what we get to look at. In the summer we were anticipating smelling paint fumes and all the noise

from construction and none of that happened. So is it if he doesn't get his way the building just gets to sit the way it is and we have to live with it.

We have enough problems as it is where we live on our street that's a great place for people to hop the six foot fence and they can steal anything they want out of it. There's a business on Eight Mile that abuts Albany Street I tried working with the gentleman that owns it he was going to have the alley vacated and in the process of that people were breaking windows I took pictures of that. Sometimes he called the police and sometimes he didn't so that's what's happening there and he wants to put another one on Mound abutting Albany. So is it that all of Albany should pack up and leave so they can sell cars or do people want to work and help us so we don't have to deal with a lot of that as well. Thank you.

Ms. Dolores Marquis – 21067 Albany I live right across the street from the site. It looks wonderful on the board up there, however it doesn't look so wonderful to us when you look out and there's either four or five empty trailers that houses rats and everything else and they've been sitting there for two years. The 10 or 11 cars that are broken down that are sitting there, the brush that he said he was going to clean on the fence line and it's been sitting there since last October. If he's working there it's only supposed to be eight o'clock at night, well sometimes its midnight, sometimes it's one o'clock.

The lights go on and they shine in my backyard I could sit by my garage and read the newspaper they are bright enough. I just have a feeling that he is not going to take care of the property and he's not going to take care of getting everything done if he is allowed to start the business there. I'm not against business but he just doesn't seem to really want to do anything except what he wants to do.

Marlene Peters – hello my name is Marlene Peters and I live at 21131 Albany I live a couple of doors down from Dee and the light also shines into my kitchen window. They are there all the time, they love to be there at night when most businesses are closed. They were there last night, which was Sunday night cars were going in and out. They were there today with a semi-car hauler I took pictures so I don't know why he's telling you he's not working there's five, six, seven guys there at any given time. There's trucks, there's cars, we have the storage bins that are sitting right on the ground, you could stand on my porch and watch the rats run in and out.

We take care of our property we've lived there for many number of years, we don't want to see this. We don't want the fumes we don't

want the smell, and the mess. They say we will do everything it takes to make you happy and then nothing is done, think he's shown that in the last year and a half. Thank you for your time.

Chair Kupiec – based on the amount of recommendations here from the Planning Department that's also supported by the Engineering Department and the fact that there are numerous issues that have to go before the Zoning Board. I'm going to make a recommendation to deny this at this point and time until such time they get the proper approval so they can do the work and proceed with their operation then they can come back to us for approval.

Secretary Rohr – Mr. Kupiec in lieu of what you said would you propose a table to allow them time to do it and then come back to us verses a flat out denial at this point.

Vice Chair Kupiec – well I'd like to see all the items that have to be taken care of before the Zoning Board taken care of before they come back before us.

Secretary Rohr – I agree with you.

Vice Chair Kupiec – I don't know how long that will take so I don't know if we can put a date certain on this or how we would give them a time frame. I'd like to see them be successful in business but I'd like to see them also satisfy the needs of the neighborhood and satisfy the needs of the City of Warren.

Secretary Rohr – I think three months could probably be a realistic time period if we were to do a table giving them until a date certain of July 21. So I'd like to make a motion to table this item to a date certain of our July 21<sup>st</sup> meeting giving them the time to go before the ZBA to get these items cleared up.

MOTION:

A motion was made by Secretary Rohr to table until July 21<sup>st</sup>, 2014, supported by Assistant Secretary Howard.

ROLL CALL:

The motion did not carry as follows:

Secretary Rohr.....	Yes
Assistant Secretary Howard.....	Yes
Vice Chair Kupiec.....	No
Commissioner McClanahan.....	Yes
Commissioner Rob.....	No

Commissioner Smith.....	No
Commissioner Stephens.....	No
Commissioner Vinson.....	No
Chair Brasza.....	Yes

Secretary Rohr – motion to table did not pass.

Chair Brasza – further discussion I need a motion, are you going to make that motion to deny Mr. Kupiec?

Vice Chair Kupiec – yes I still maintain my motion to deny based on the things I’ve said. And again we’d be more than willing to have them come back at such a time that they are prepared I don’t think they are prepared right now.

MOTION:

A motion was made by Vice Chair Kupiec to deny, supported by Commissioner Vinson with discussion.

COMMISSIONERS PORTION:

Chair Brasza – I think we need to be very specific individually with our thoughts please. If you are going to motion to deny I need a reason.

Vice Chair Kupiec – I think I clearly stated my reasons based on all the recommendations from the Planning Department supported by Engineering. And there are at least three variances there that need to be brought before us and approved by the ZBA before we can proceed with our approval process.

Commissioner Smith – the reason I voted to deny is because they’ve had time to do some of the work and make some of the repairs already and they haven’t done it. I don’t think another three months really is going to make a difference and listening to what some of the neighbors said. They need to work with the neighbors if they are going to do something like, this they are not even trying so, I don’t see any reason to allow it.

Chair Brasza – so I assume that the proposed use be consistent with the public health, safety and welfare of the City is that your statement?

Commissioner Smith – yes.

Assistant Secretary Howard – I was willing to give them some time to try to bring the site up, but it is true there is activity going on at that site I was there yesterday, a lot of activity. A lot of cars being worked on the site is not pleasant so based on where we are I am prepared for the health and the safety of the residences as well.

Commissioner Rob – I believe that I agree with the Planning recommendations and the City’s concerns in addition to the business running without occupancy certificates. I also agree with Mr. Smith that there’s been enough time provided to do a lot of things and they didn’t get the importance on it.

Commissioner Stephens – I would agree also just the amount of time they’ve had and the health and safety of that area just doesn’t sound good. So at this time I just don’t feel comfortable approving.

Commissioner Vinson – I agree with the denial because of a lot of reasons. I was there myself on the property, its right next to a Credit Union that I frequent all the time. The condition of the property is deplorable, until he or they take care of the business of bring the property up to code this is my reason.

Chair Brasza – I’m just going interject a couple of opinions myself I know I voted yes to table, but at this point I’m going to go with the proposed use is not compatible with the adjacent use of land. And the proposed use is not in compliance with the standards of this Zoning Ordinance.

ROLL CALL:

The motion carried unanimously as follows:

Vice Chair Kupiec.....	Yes
Commissioner Vinson.....	Yes
Secretary Rohr.....	Yes
Assistant Secretary Howard.....	Yes
Commissioner McClanahan.....	Yes
Commissioner Rob.....	Yes
Commissioner Smith.....	Yes
Commissioner Stephens.....	Yes
Chair Brasza.....	Yes

Secretary Rohr – Madame Chair motion denied.

- D. AMENDMENT TO ZONING ORDINANCE NO. 30; appendix A, Article IV, Article XIII, and Article XIV of the Code of Ordinances of the City of Warren Relating to off-street parking requirements and

**RESOLUTION**  
**SPECIAL LAND USE AND SITE PLAN**  
**FOR A NEW USED CAR SALES FACILITY AND DETAILING AREA**  
**21083 MOUND ROAD**

A regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on \_\_\_\_\_, 2015, at 7 p.m. Eastern Standard Time at the Warren Community Center, 5460 Arden, Warren, Michigan.

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

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

The following preamble and resolution was offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_:

Lucas Koja, Alqush LLC, has petitioned the City of Warren to receive special land use and site plan approval to use the following described property to a new used car sales facility and detailing area located at 21083 Mound Road, pursuant to Section 14.02 of the Warren Zoning Ordinance.

Land in the City of Warren, Macomb County, described as:

All of Lots 90 through 100, and the Southerly 29 feet of Lot 201, all of Lots 202 through 205 and the Northerly 33 feet of Lot 206, Ramm and Co.'s Mound Park Subdivision, as recorded in Liber 8, Page 49 of Plats, Macomb County Records.

On April 7, 2014, the Planning Commission held a public hearing on the petition; took comments from the public and denied the attached resolution and recommended approval of the special land use and site plan as stated therein.

BE IT RESOLVED, the Council of the City of Warren hereby \_\_\_\_\_  
a special land use permit and site plan for a new used car sales facility and detailing area on the following described property with recommended conditions:

1. The Special Land Use Permit request does not meet the following general standards:
  - a) The proposed use is not compatible with the adjacent residential uses of land.
  - b) The proposed use is not in compliance with the standards of the Zoning Ordinance.
2. The petitioner is required to obtain three (3) variances and modify a condition approval from the Zoning Board of Appeals. The "used car facility" ordinance Section 15.01 Uses Permitted (e) was recently amended. It is unrealistic to again approve a facility that requires several variances.
3. No action was taken to improve the site since the previous site plan approval on November 26, 2012.
4. The alley vacation and property combinations were not applied for within the required four (4) months of the Zoning Board of Appeals approval on March 27, 2013.
5. All items listed in the letter dated February 27, 2014 from Deborah Wenson, Zoning Inspector as follows:
  - a) Operating a business without a Certificate of Occupancy.
  - b) Outdoor storage of inoperable/unlicensed vehicles and vehicle parts.
  - c) Unlawful storage of junk/debris.
  - d) Temporary storage trailers on property without permits.
  - e) Illegal parking vehicles (must be parked on a hard surface).
  - f) Barbed wire remains (to be removed per ZBA variances 3/27/13.)

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

NAYS: Councilmember \_\_\_\_\_

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

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

**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB    )

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

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

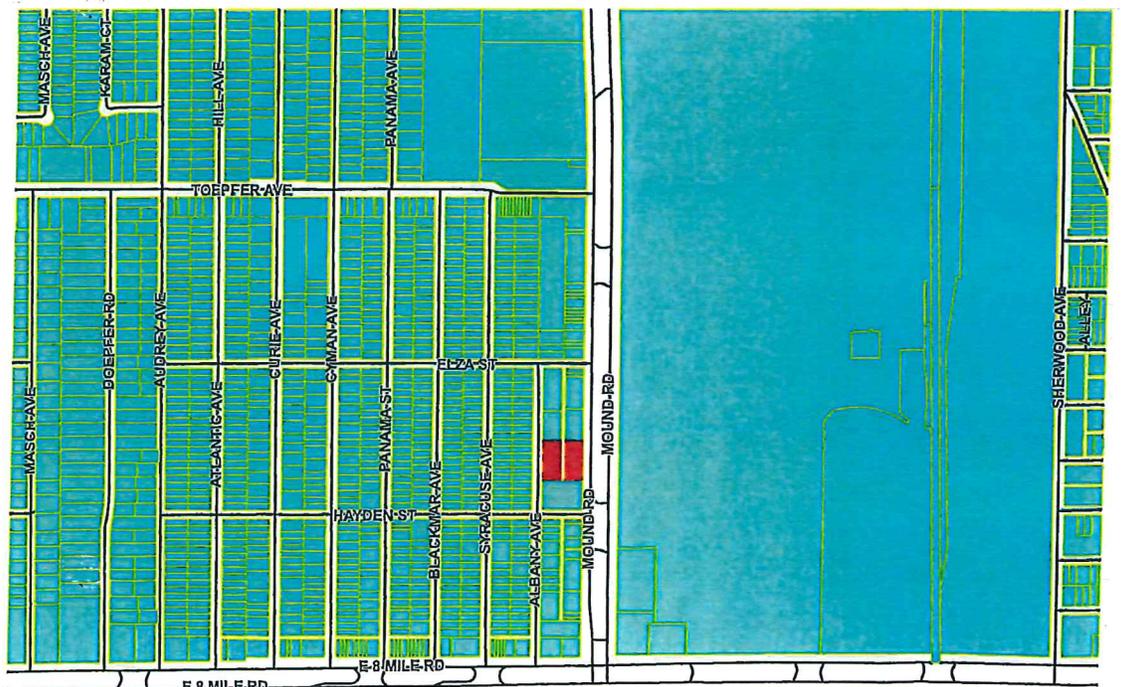
When recorded return to:

City Clerk  
City of Warren  
One City Square, Suite 205  
Warren, Michigan 48093

Drafted by:

Planning Department  
City of Warren  
One City Square, Suite 315  
Warren, Michigan 48093

**SITE PLAN AND SPECIAL LAND USE PERMIT APPROVAL FOR A NEW USED CAR SALES FACILITY AND DETAILING AREA;** located on the west side of Mound Road approximately 971.54 ft. north of Eight Mile Road; 21083 Mound Road; Section 32; Lucas Koja (Robert J. Tobin).



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



**PLANNING DEPARTMENT**

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

July 21, 2015

TO: Scott C. Stevens, Secretary  
Warren City Council

FROM: Planning Commission

RE: ALLEY VACATION; located west of Mound Road; approximately 165 ft. north of Hayden Street; 21083 Mound; Section 32; Alqush, LLC (Lukas Koja).

At a public hearing on June 22, 2015, the Planning Commission adopted a resolution pertaining to the above-captioned matter. The resolution, as adopted, is a recommendation to the City Council to APPROVE the Alley Vacation.

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

Please schedule this matter for formal action by the City Council. If you have any questions or need additional information, please contact the Planning Director, Ronald Wuerth.

Thank you for your cooperation in this matter.

Respectfully submitted,

Read and Concur:

---

Jason McClanahan  
Commission Secretary

---

James R. Fouts  
Mayor

/jah

Attachments

**RESOLUTION TO VACATE PUBLIC ALLEY**

**LOCATED WEST OF MOUND ROAD APPROXIMATELY 165 FT. NORTH OF HAYDEN STREET,  
ABUTTING LOTS 90 THROUGH 100 THE 28 FT. OF LOT 201 ALL OF LOTS 202 THROUGH 205 AND  
NORTHERLY 33 FT. OF LOT 206 OF RAMM AND CO'S MOUND PARK SUBDIVISION IN  
SECTION 32**

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

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

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

A request has been made to the Council of the City of Warren, Macomb County,  
Michigan, to vacate an east/west public alley located approximately 165 ft. north of Hayden  
Street abutting Lots 90 through 100, the southerly 28 ft. of Lot 201, all of Lots 202 through  
205 and the northerly 33 ft. of Lot 206 of Ramm and Co's Mound Park Subdivision; Section  
32; City of Warren;

On June 22, 2015, a public hearing was held in the Council Chamber at the Warren  
Community Center Auditorium, 5460 Arden, Warren, Michigan, before the Planning  
Commission of the City of Warren;

The Planning Commission of the City of Warren recommended to the Council of the City of Warren, by resolution adopted on the 22nd day of June, 2015, that the described public alley be vacated;

IT IS RESOLVED that the public alley located in the City of Warren, Macomb County, Michigan, and more particularly described as follows:

Beginning the south east corner of Lot 90 at the westerly line of Mound Road. Thus S88°33'30", sec 100 ft. to the point of beginning along the south property line. Thus along the said property line S88°33'30" E 20 ft. then S01°03'55" 220 ft. to a point along the north property line. Thus N88°33'30" W 20 ft. along the north property line. Thus N01°03'55" E 220 ft. to the point of beginning. City of Warren, Macomb County, Michigan; being described as follows:

Existing east and west property all of Lots 90 thru 100, the southerly 28 ft. of Lot 201, all of Lots 202 thru 205 and the northerly 33ft. of Lot 206, Ramm and Co's Mound Park Subdivision, Section 32, City of Warren, Macomb County Michigan, as recorded in Liber 8, Page 49 of Plats, Macomb County Records;

be vacated in accordance with Article II, Chapter 34 of the Code of Ordinances of the City of Warren, to the extent permitted by law, with the following conditions:

1. A full width easement is retained for all utilities.
2. Approval is obtained from City Council. The petitioner must complete the conditions within one (1) year or this approval by City Council shall automatically be revoked.
3. The petitioner must provide the Planning Department with documentation indicating that all conditions, as assigned, are complete. The department then notifies the City Clerk that a certified copy of the resolution shall be recorded with the Macomb County Register of Deeds.
4. The vacated alley shall remain open as a private alley for use of all lot owners within Ramm and Co's Mound Park Subdivision. It is the responsibility of the adjoining property owners should they require an ownership interest in the alley, to extinguish the private rights of all lot owners of the subdivision by instituting a civil action in Circuit Court. Upon vacation of the alley, the Circuit Court awards title of the land

formerly used as an alley to the property owner(s) of the adjoining lots. As part of the proceedings in Circuit Court, a new revised plat must be prepared reflecting the changes. The revised plat shall be recorded with the Macomb County Register of Deeds.

IT IS FURTHER RESOLVED that the Petitioner shall comply with any conditions imposed by the Director of Public Service and utility companies.

IT IS FURTHER RESOLVED that the property owners affected by the above vacations should be aware that the City cannot be held responsible for the replacement of any shrubbery, etc., that may be disrupted if repairs to existing utilities within the alley are necessary in the future.

IT IS FURTHER RESOLVED that any existing improvements, such as curb returns and approaches, to be removed and new curbs and sidewalks and any drainage required to be provided in accordance with the requirements of the City Engineer.

IT IS FURTHER RESOLVED that the Petitioner contact the Department of Public Service relative to removing improvements and placing monies in escrow for same and further that this resolution shall not be recorded until the required funds, if any, are escrowed with the Department of Public Service.

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 certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on \_\_\_\_\_, 2015.

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

When recorded return to:  
City Clerk  
City of Warren  
One City Square, Suite 205  
Warren, Michigan 48093-2393

Drafted by:  
Planning Department  
City of Warren  
One City Square, Suite 315  
Warren, Michigan 48093-5283



June 26, 2015

**FILE COPY**

Lukas Koja  
21083 Mound  
Warren, MI 48091

**PLANNING DEPARTMENT**

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

RE: ALLEY VACATION; located west of Mound Road; approximately 165 ft. north of Hayden Street; 21083 Mound; Section 32; Alqush, LLC (Lukas Koja).

Dear Mr. Koja:

At its public hearing of June 22, 2015, the City of Warren Planning Commission voted to APPROVE the above-described site plan use, subject to the standard conditions of the Planning Commission and more specifically:

1. A full width easement be retained for existing utilities.
2. Approval is obtained from City Council. The petitioner must complete the conditions within one (1) year or the approval by City Council shall automatically be revoked.
3. The petitioner must provide the Planning Department with documentation indicating that all conditions as assigned are completed. The department then notifies the City Clerk that a Certified copy of the resolution shall be recorded with the Macomb County Register of Deeds.
4. The vacated alley shall remain open as a private alley for use of all lot owners within Ramm and Co's Mound Subdivision. It is the responsibility of the adjoining property owners should they require an ownership interest in the alley, to extinguish the private rights of all lot owners of the subdivision by instituting a civil action in Circuit Court. Upon vacation of the alley, the Circuit Court awards title of the land formerly used as an alley to the property owner(s) of the adjoining lots. As part of the proceedings in Circuit Court, a new revised plat must be prepared reflecting the changes. The revised plat shall be recorded with the Macomb County Register of Deeds.

And furthermore recommendations were received from the following divisions and departments:

**TAXES:** No Delinquent Taxes

**ENGINEERING:** Preliminary review of this site yielded the following comments:

An existing 15" diameter sanitary sewer and overhead electrical utilities are present in the subject alley. A full width utility easement shall be retained over the subject alley for the existing underground and overhead public utilities.

**DTE:** Approved

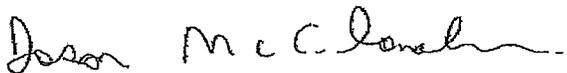
Upon completion of the following items we will forward your site plan to the Building Division so that they may process the necessary permits:

1. **A full width easement be retained for existing utilities.**
2. **Approval is obtained from City Council. The petitioner must complete the conditions within one (1) year or the approval by City Council shall automatically be revoked.**
3. **The petitioner must provide the Planning Department with documentation indicating that all conditions as assigned are completed. The department then notifies the City Clerk that a Certified copy of the resolution shall be recorded with the Macomb County Register of Deeds.**
4. **The vacated alley shall remain open as a private alley for use of all lot owners within Ramm and Co's Mound Subdivision. It is the responsibility of the adjoining property owners should they require an ownership interest in the alley, to extinguish the private rights of all lot owners of the subdivision by instituting a civil action in Circuit Court. Upon vacation of the alley, the Circuit Court awards title of the land formerly used as an alley to the property owner(s) of the adjoining lots. As part of the proceedings in Circuit Court, a new revised plat must be prepared reflecting the changes. The revised plat shall be recorded with the Macomb County Register of Deeds.**

Pursuant to Section 22.16 B.6 of the Zoning Ordinance the approved site plan shall be valid for a period of two (2) years from the date of approval, after which time it will be automatically revoked if building permits have not been issued. It should be noted, however, that an extension for a period of up to one (1) year may be granted by the Planning Commission if the petitioner notifies the Planning Commission, in writing, at least sixty (60) days prior to the expiration date.

Should you have any questions, please do not hesitate to contact our office at 586-574-4687.

Sincerely,



Jason McClanahan  
Commission Secretary

/jah

cc: Mayor James R. Fouts  
Assistant City Attorney  
Richard Sabaugh, Public Service Director  
Lynne Martin, Zoning Department  
Daniel Simpson, Fire Department  
Ronald F. Wuerth, Planning Director

6.b) ALLEY VACATION

Section 32

Alqush, LLC (Lukas Koja)

June 22, 2015

Page 1

FINDINGS

1. The petitioner is requesting a 20 ft. wide north/south alley located between Mound Rd. and Albany Avenue abutting lots 90 through 100, the southerly 28 ft. of lot 201, all of lots 202 through 205 and the northerly 33 ft. of lot 206 of Ramm and Co's Mound Park Subdivision be vacated.
2. Characteristics of the 20 ft. wide alley in question can be summarized as follows:
  - a) The alley has a total width of 20 ft. and a length of approximately 640 ft. from the Eliza St. to the area where the alley is vacated north of Hayden St. The alley is surfaced with asphalt and grass. The alley is used almost inclusively by the businesses along Mound. The alley has power poles located along the west side of the alley. Water and sanitary utilities appear to exist within the alley.
  - b) The alley is located abutting lots 90 through 100, the southerly 28 ft. of lot 201, all of lots 202 through 205 and the northerly 33 ft. of lot 206 of Ramm and Co's Mound Park Subdivision. The abutting property owners would receive exclusive access to the portion of the alley requested. All owners of property in Ramm and Co's Mound Park Subdivision would retain rights of ingress and egress.
  - c) The petitioner's purpose for the proposed alley vacation request is to join the lots he owns on both sides of the alley and at the request of the Board of Appeals on March 27, 2013 as one of the conditions placed on the site plan.

**3. CURRENT STATUS OF APPLICATION**

- a) The present hearing will be the initial formal review of this application by the Planning Commission.
- b) Chapter 34 Streets, Sidewalks and other Public Places, Article II, Vacating Public Ways of the Code of Ordinances require the Planning Commission to review the proposed vacation at the request of the City Council or when a petition has been duly executed by sixty (60) percent of all owners of record of land contiguous and adjoining the public way. The Planning Commission must then make its report and recommendations to City Council: A publication of notice of public hearing is required.

The petitioner is the only owner on both sides of the alley in the section of the alley that is requested to be vacated.

- c) The Land Division Act provides that "permanent structures may not be erected within easement limits by the owner of the fee but the owner shall have the right to make any other use of the land not inconsistent with the rights of public utilities or the other uses as noted on the plat".

6.b) ALLEY VACATION

Section 32

Alqush, LLC (Lukas Koja)

June 22, 2015

Page 2

- d) On June 22, 2015 the Planning Commission will receive and file the expired site plan for a collision shop and rental car lot originally approved on November 26, 2012 due to inaction by the petitioner.
- e) On June 1, 2015 the Planning Commission TABLED the item so that the Planning Staff could provide additional historical information.
- f) On April 7, 2014, the Planning Commission recommended to the City Council to DENY the special land use permit and site plan for a new used car sales facility and detailing area.
- g) On March 27, 2013, the Board of Appeals GRANTED the petitioner permission to:
  - 1. Continue a building to the front property line.
  - 2. Hard surface to the front, side and rear property lines on Mound for the display and parking of rental vehicles.
  - 3. Waive thirty (30) required hard surfaced customer parking spaces for the rental car lot.
  - 4. Retain a six (6) ft. high chain link fence on the north property line to the front property line on Mound, retain a six (6) ft. wall along the south property to the front property line on Mound and install eighty nine (89) linear ft. along the north end of the east property line.
  - 5. Construct a six (6) ft. high concrete wall along the Albany (front/west) property line and along the north and south property line in the front setback.

NOTE: The two parcels are separated by an open twenty (20) ft. public alley.

WITH THE FOLLOWING CONDITIONS:

- a) The hard surface to the front property line on Mound Road will be for the parking, not display, of rental vehicles.
- b) The six (6) ft. high chain link fence on the north property line to the front property line on Mound Road will be replaced.
- c) The six (6) ft. wall along the south property line to the front property line on Mound Road will be replaced.
- d) An eight (8) ft. wide greenbelt will be constructed along the front (west) property line of Albany Avenue.

6.b) ALLEY VACATION

Section 32

Alqush, LLC (Lukas Koja)

June 22, 2015

Page 3

- e) The hours of operation will be 8:00 a.m. to 8:00 p.m.
- f) There will be no barbed wire on the site at all.
- g) The lighting shall be shielded and not encroach on abutting properties; light poles shall be no higher than twenty (20) ft.; all glare shall be eliminated for all fixtures; upward directed lighting shall not be permitted.
- h) All outdoor retail sales shall be prohibited on the site.
- i) All landscaped areas shall be automatically irrigated and maintained.
- j) There will only be twenty operable cars available for rental parked in the fenced area in the northeast area of the property.
- k) The two metal containers still on the property shall have a proper rat wall installed in accordance with the ordinances.
- l) There shall be only seven cars waiting for repairs and those cars shall be parked in the seven designated spaces on the plan.
- m) The public alley will be vacated and the lots will be combined and this action will be started within the next four months.

NOTE: The Board of Appeals conditioned the petitioner to vacated the public alley and combine the lots to be started within 4 months of the Board approval. No action was taken

- h) On November 26, 2012, the Planning Commission voted to APPROVE the site plan for a collision shop and rental car lot. A condition of the site plan was for the petitioner to obtain variances from the Board of Appeals.
- i) On September 24, 2012, the Planning Commission voted to TABLE the site plan for a collision shop and rental car lot to November 26, 2012 so that the petitioner could meet with the abutting property owners to discuss issues with the site.
- j) On October 31, 1924 the Macomb County Register of Deeds recorded the plat of Ramm and Co's Mound Park Subdivision on Liber 8 page 49.

**4. GENERAL DESCRIPTION OF ABUTTING PROPERTIES IS AS FOLLOWS:**

- a) The properties to the north are zoned M-2 and contain industrial and commercial uses.

6.b) ALLEY VACATION

Section 32

Alqush, LLC (Lukas Koja)

June 22, 2015

Page 4

b) The properties to the south are zoned M-2 and contains a credit union and industrial uses.

5. Notice letters were sent to the local school district, all City of Warren departments and divisions and affected utilities. Letters have been received from the Fire Dept., DPW, City Engineer, DTE Energy indicating the following objections:

From **ENGINEERING**: Preliminary review of this site yielded the following comments:

1. An existing 15 in. diameter sanitary sewer and overhead electrical utilities are present in the subject alley. A full-width utility easement shall be retained over the subject alley for the existing underground and overhead public utilities.
2. A review of the area by the Planning Staff of the alley indicates that the alley is covered with both grass and asphalt in certain parts of the alley. This alley is vacated to the south of the area in question and contains lots 82-89 and the south 7 ft. of lot 206 and lots 207 through 210. It was adopted by formal resolution to vacate by the City Council on November 28, 1995. Based on observation, this alley is not used to gain access, but instead utilized by the businesses that abut it. The alley has power poles along the west side of the alley, underground sanitary and storm sewer.

6.b) ALLEY VACATION  
Section 32  
Alqush, LLC (Lukas Koja)  
June 22, 2015  
Page 5

### RECOMMENDATION

It is recommended that the 20 ft. wide north/south alley located between Mound Rd. and Albany Ave. abutting lots 90 through 100, the southerly 28 ft. of lot 201, all of lots 202 through 205 and the northerly 33 ft. of lot 206 of Ramm and Co's Mound Park Subdivision be VACATED subject to the petitioner complying with the conditions imposed as follows:

1. A full width easement be retained for existing utilities.
2. Approval is obtained from City Council. The petitioner must complete the conditions within one (1) year or the approval by City Council shall automatically be revoked.
3. The petitioner must provide the Planning Department with documentation indicating that all conditions as assigned are completed. The department then notifies the City Clerk that a certified copy of the resolution shall be recorded with the Macomb County Register of Deeds.
4. The vacated alley shall remain open as a private alley for use of all lot owners within Ramm and Co's Mound Subdivision. It is the responsibility of the adjoining property owners should they require an ownership interest in the alley, to extinguish the private rights of all lot owners of the subdivision by instituting a civil action in Circuit Court. Upon vacation of the alley, the Circuit Court awards title of the land formerly used as an alley to the property owner(s) of the adjoining lots. As part of the proceedings in Circuit Court, a new revised plat must be prepared reflecting the changes. The revised plat shall be recorded with the Macomb County Register of Deeds.

And furthermore recommendations were received from the following divisions and departments:

**TAXES:** No Delinquent Taxes

**ENGINEERING:** Preliminary review of this site yielded the following comments:

An existing 15" diameter sanitary sewer and overhead electrical utilities are present in the subject alley. A full width utility easement shall be retained over the subject alley for the existing underground and overhead public utilities.

**DTE:** Approved

## RESOLUTION

The Planning Commission of the City of Warren having published Notice of Public Hearing in accordance with the statutes and ordinances governing the same and having held a public hearing thereon on Monday, the 22nd day of June, 2015, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan, and having considered the objections raised thereto, Resolves to recommend and does so recommend to the Council of the City of Warren that the east/west public alley located west of Mound Road; approximately 165 ft. north of Hayden Street; Ramm and Co's Mound Park Subdivision, Section 32; City of Warren, Macomb County, Michigan and more particularly described as:

Beginning the south east corner of Lot 90 at the westerly line of mound road. Thus S88°33'30", sec 100 ft. to the point of beginning along the south property line. Thus along the said property line S88°33'30" E 20 ft. then S01°03'55" 220 ft. to a point along the north property line. Thus N88°33'30" W 20 ft. along the north property line. Thus N01°03'55" E 220 ft. to the point of beginning. City of Warren, Macomb County, Michigan; being described as follows:

Existing east and west property all of Lots 90 thru 100, the southerly 28 ft. of Lot 201, all of Lots 202 thru 205 and the northerly 33 ft. of Lot 206, Ramm and Co's Mound Park Subdivision, Section 32, City of Warren, Macomb County Michigan, as recorded in Liber 8, Page 49 of Plats, Macomb County Records;

be vacated in accordance with Article II, Chapter 34 of the Code of Ordinances of the City of Warren with the following conditions:

1. A full width easement is retained for all utilities.
2. Approval is obtained from City Council. The petitioner must complete the conditions within one (1) year or the approval by City Council shall automatically be revoked.
3. The petitioner must provide the Planning Department with documentation indicating that all conditions, as assigned, are complete. The department then notifies the City Clerk that a certified copy of the resolution shall be recorded with the Macomb County Register of Deeds.

4. The vacated alley shall remain open as a private alley for use of all lot owners within Arlington Manor Subdivision. It is the responsibility of the adjoining property owners should they require an ownership interest in the alley, to extinguish the private rights of all lot owners of the subdivision by instituting a civil action in Circuit Court. Upon vacation of the alley, the Circuit Court awards title of the land formerly used as an alley to the property owners(s) of the adjoining lots. As part of the proceedings in Circuit Court, a new revised plat must be prepared reflecting the changes. The revised plat shall be recorded with the Macomb County Register of Deeds.

RESOLUTION adopted at the meeting of June 22, 2015.

CITY OF WARREN PLANNING COMMISSION

*Jocelyn Howard*

---

Jocelyn Howard, Chairperson

*Jason McClanahan*

---

Jason McClanahan, Secretary

Mr. Semma – Yes ma'am as soon as possible if we have our permit we will start demolishing next week we are just waiting for the permits.

Chair Howard – Is there any ordinance or what is our requirement in terms of the distance between used car lots?

Mr. Wuerth – It's in the Zoning ordinance Used Car Ordinance I believe its 700 ft. or 750 ft. I believe they received a variance for it.

Chair Howard – for the 700 ft?

Mr. Wuerth – Yes.

ROLL CALL:

The motion carried unanimously as follows:

Commissioner Vinson.....	Yes
Chair Howard.....	No
Commissioner Karpinski.....	Yes
Vice Chair Kupiec.....	No
Secretary McClanahan.....	Yes
Commissioner Pryor.....	Yes
Commissioner Rob.....	No
Commissioner Robinson.....	Yes
Assistant Secretary Smith.....	No

- B. ALLEY VACATION; Located west of Mound Road; approximately 165 ft. north Hayden Street; 21083 Mound; Section 32; Alqush, LLC (Lukas Koja). **TABLED.**

MOTION:

A motion was made by Commissioner Pryor to remove from table, supported by Assistant Secretary Smith. A voice vote was taken and the motion carried unanimously.

PETITIONERS PORTION:

Mr. Essa Koja – Yes I was here two weeks ago I'm trying to close the public alley that's between the two lots. I'm here to get approval to close the public alley to vacate it.

Secretary McClanahan reads the correspondence as follows:

**TAXES:** No Delinquent Taxes.

**ENGINEERING:** Preliminary review of this site yielded the following comments:

An existing 15" diameter sanitary sewer and overhead electrical utilities are present in the subject alley. A full width utility easement shall be retained over the subject alley for the existing underground and overhead public utilities.

**DTE:** Approve.

Mr. Wuerth reads the recommendations of the Staff:

MOTION:

A motion was made by Assistant Secretary Smith to remove from table, supported by Commissioner Pryor.

Chair Howard – As in the item before we did have a public hearing on this item for therefore I'm going to turn it over to the commissioners for further actions.

Secretary McClanahan – I have some correspondence. The first one is a letter. I the petitioner Lukas Koja will not be able to make it to the Planning Commission meeting today 6-22-15 at 7:00 p.m., because I have school. My cousin Essa Koja will be at the meeting to represent me. Thank you.

Then I have a second one. I would like to start off the question why is there no name of the business on the building and what kind of business does he have with all the expensive cars that go in and out so quickly. For instance Jaguar and BMW I have personally seen the trucks with loads of cars coming at 1:30 a.m. This business operates a lot at night why does it always appear to the eye that it's closed but they are always in there working with all the doors shut. When a car comes in they pull it in the garage so fast and shut the door. I am concerned I have small children and this business is right across the street from us it does not seem legal to me it doesn't operate like any auto shop, car dealer or mechanic shop I've ever seen and they are always open on holidays. Thank you Debbie on 21011 Albany Avenue, Warren Michigan resident for almost 6 years.

MOTION:

A motion was made by Assistant Secretary Smith to approve, supported by Commissioner Pryor.

COMMISSIONERS PORTION:

Assistant Secretary Smith – Looking at the property and listening to the residences of what their concerns are what's before us today is just an alley vacation, which being he owns the property on both sides of the alley all we are voting on today is to make that piece in the middle part of that property. One of the reasons why I approved it

is because anyone who has that property is going to have that situation. But on the other hand the site plan for this thing has expired so therefore that site plan is null and void. So that's the reason why I did what I did.

Commissioner Robinson – Has anyone been over there to inspect the operation of the facility, anyone from the City of Warren Building or Engineering?

Mr. Wuerth – I can't speak for inspections inside the building that takes place out of the Building Division, they do that type of inspection. On the outside when we go there we look at the site and make comments regarding different things that we see. The Zoning Bureau, they are in the Building Division, they also do inspections you'll see that in the recommendations. So if they see things that aren't right then they report those.

Chair Howard – As Assistant Secretary Smith has indicated your site plan is expired are you aware of that sir?

Mr. Essa Koja – The last meeting Mr. Ron said because I keep getting tabled so we are just waiting for me to know the answer to this so I can move forward.

Chair Howard – As Assistant Secretary Smith indicated we are only voting today on the vacation of the alley. But before any business can actually take place there has to be an approved site plan. You have to go through the necessary steps with the Building Division. You have to get a license a permit because your site plan is expired.

Mr. Essa Koja – This is why I cannot put a sign and name on my building and why I can't do any forward improvements besides cutting the grass and do the clean ups. I did have inspectors three weeks ago over for the application that I did I have the things that I'm supposed to do. Closing the alley is one of the things in order to get my certificate of occupancy done otherwise it will not be done.

Chair Howard – Are you operating currently sir?

Mr. Essa Koja – I'm fixing my cars I'm not open to the public I do my own cars inside the building.

Chair Howard – So you are not open to the general public?

Mr. Essa Koja – No ma'am, I'm not open for the public. There's no sign but I had to put an address because the inspector for the Fire Department needed an address plus the box for the key.

Chair Howard – So you do want to as soon as the Commission votes on this item this evening you definitely want to submit a new site plan immediately.

Mr. Ziad El-Baba – I'm the Engineer for the project. Actually back in September or October we started the project again with all the conditions that were required to be met from the original site plan. We did provide all these things the setback from the residential area on Albany Street. We put the 20 foot landscaping, the screen wall that was asked for, and the landscaping in the front. From Mound we put the 60 foot setback for anything to be displayed. We have presented the lighting and we were working with the Engineering Department about the storm system, the storm drainage inside the site.

We did everything that was requested from when original site plan was submitted plus the additional information that they need in order to apply for site plan approval. Then what happen is we were told that this alley is not vacating. The alley actually has a fence on the south and the north south property, which I think is the bank, already went through that. So they have this alley vacated and part of their property but it still remains an easement. That means if we travel south in this alley we are going to be stopped at our fence on the south side because we can't go through, there is the bank. Since February we've been trying to get through and get all the signatures required to apply for vacating this alley.

Chair Howard – Sir I understand that's part of your recommendations to do that so we understand we just wanted to make you that you were aware that your site plan is expired.

Mr. Ziad El-Baba – Well we are not the ones who applied for the original site plan. We came in with all the changes that the City is requiring us to provide on all of our drawings, landscaping to set back, yes.

Chair Howard – Thank you so much sir. To the Commission we're not voting on the site plan we are voting only on the alley vacation.

Mr. Wuerth – Madame Chair just a few comments so that everyone understands what's happened with the site plan issue on this site. It's actually on this agenda for a 2012 site plan that has expired, number

one that's a fact so you are going to receive and file that. Number two there's also another site plan that's currently in play and that is one that was recommended April 7<sup>th</sup>, 2014 and it was recommended for denial by this Board to City Council, but the approving or denying authority is City Council. We've sent that over so that is a current site plan I want you to understand that part.

Secondly, in order to vacate an alley it's not a requirement to have a site plan because people in residential districts all the time ask for alleys to be vacated and of course they don't have a site plan. So I wanted to clarify that I don't know if it has a bearing on your vote but it's not a requirement.

Vice Chair Kupiec – The site plan was submitted to City Council what was the result of that submission to City Council?

Mr. Wuerth – A vote has not been taken on it. We are going to look into at what stage that's in, it hasn't been heard by them yet.

Vice Chair Kupiec – So technically this site plan has not been approved?

Mr. Wuerth – It's not been approved or denied.

Vice Chair Kupiec – So contrary to what they are saying about doing the different work the site plan still has to be approved in order for the work to be authentic?

Mr. Wuerth – Right now there's a site plan, it's active. That's a fact, it's active, whether City Council determines to approve or deny it they haven't heard it yet they haven't placed it on an agenda and until they do it's an active site plan.

Vice Chair Kupiec – Now the alley vacation has to go before City Council also, correct?

Mr. Wuerth – Yes it does.

Vice Chair Kupiec – To the petitioner do you understand that you still have to go before Council?

Mr. Essa Koja – The neighbors don't understand that, I do.

Vice Chair Kupiec – The neighbors don't have to understand it because they are not applying for it, you are, so it's your responsibility.

Mr. Essa Koja – Originally from day one the neighbors are blocking me from opening my business.

Commissioner Rob – So does this alley vacation have any impact on that site plan that's already active was it in the requirement?

Mr. Wuerth – It was a requirement written by the Board of Appeals and I wish I could answer for that but I cannot, it's one of their conditions.

Commissioner Rob – So it's a condition from the Board of Appeals.

Mr. Wuerth – It's a condition from the Zoning Board of Appeals they are trying to do what the Zoning Board of Appeals has directed them to do.

Commissioner Rob – So if the original site plan doesn't get approved by City Council then what happens to this alley vacation?

Mr. Wuerth – It doesn't matter even if it's denied, it makes no difference. This is an alley vacation I'm going to say you really should focus on the fact that they want to vacate the alley. And if they do and then they take the next step for ownership they can combine their whole property into one or they don't have to they can keep it a private drive for others who are in that subdivision to drive through it's up to them if they get it approve by City Council.

You have a choice here, you can recommend approval, denial, or another tabling. It's your opinion that City Council will be considering along with their action that they'd like taken.

Commissioner Rob – So those two parts are going to go together for City Council approval or will it go one by one?

Mr. Wuerth – Sometimes they go together, but we have to investigate at what stage the site plan approval for a used car lot that's a Special Land Use, where that's at they may put it on two different meetings. I have no idea, we have no control over City Council's way of placing items on an agenda.

Commissioner Rob – Do you have any idea when it's going to the City for the original site plan, do you know the dates?

Mr. Wuerth – No, but I intend to find out when it is.

ROLL CALL:

The motion carried as follows:

Assistant Secretary Smith.....	Yes
Commissioner Vinson.....	Yes
Chair Howard.....	Yes
Commissioner Karpinski.....	Yes
Vice Chair Kupiec.....	Yes
Secretary McClanahan.....	Yes
Commissioner Pryor.....	Yes
Commissioner Rob.....	No
Commissioner Robinson.....	Yes

- C. SITE PLAN FOR OUTDOOR STORAGE OF SALVAGED VEHICLE;  
 Located on the east side of Schoenherr Road; approximately 462 ft. south of Ten Mile Road; 24660 Schoenherr; Section 25; Designers Group, Inc.; Ali Jizzini (Ali Raichouni). **TABLED**

MOTION:

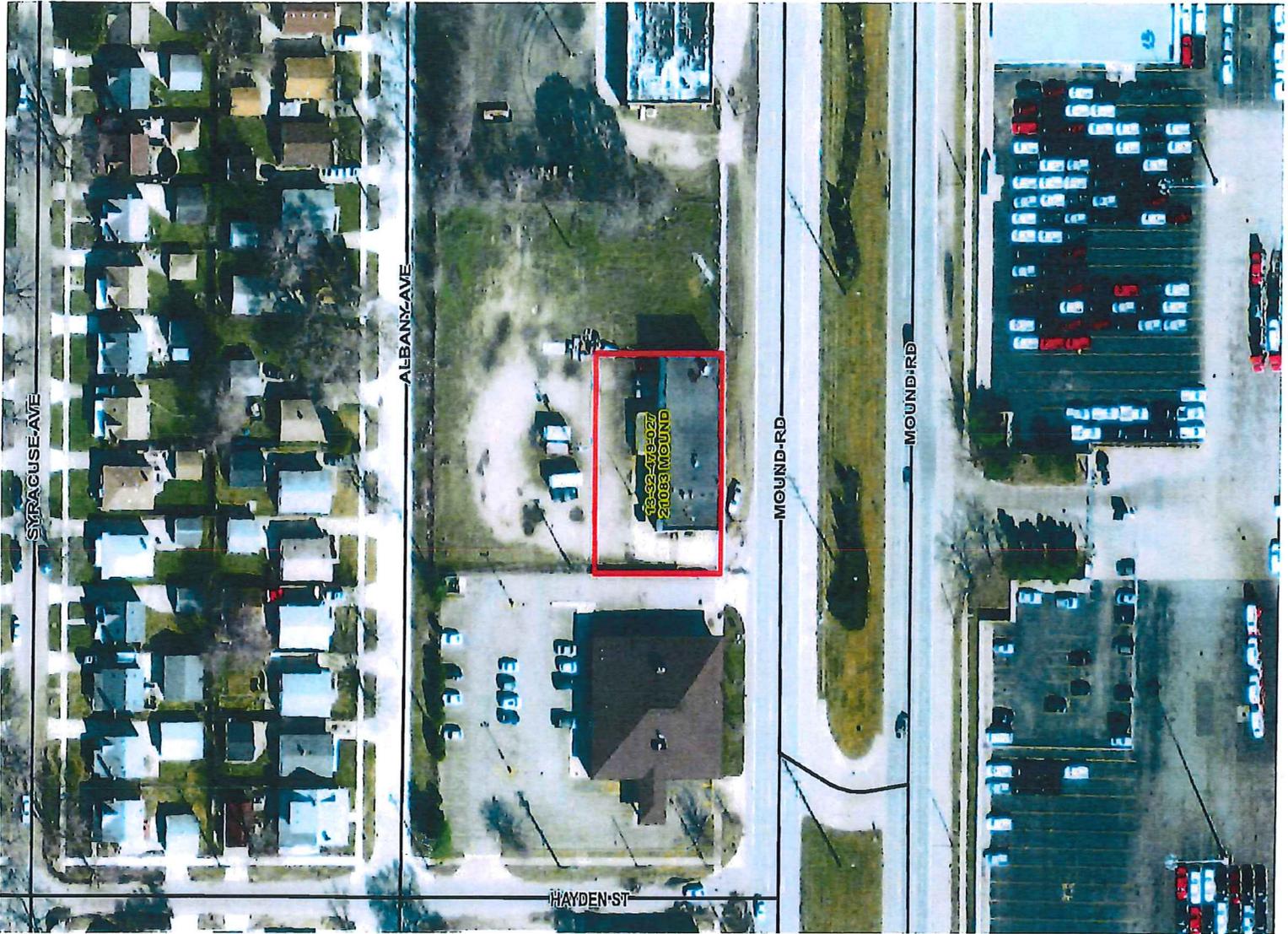
A motion was made by Assistant Secretary Smith to remove from table, supported by Secretary McClain.

PETITIONERS PORTION:

Mr. Al Jizzini – I'm the owner of the business. We have an operating business since 2010 I got the approval from the City for inside salvage yard. Last year the Zoning Inspector approached us with a ticket saying we are not supposed to park the cars outside because our cars do not have plates and the parking spaces outside is considered parking not storage. We parked the cars there before we took them in for dismembering they don't have plates so it's not considered parking. I buy cars from auctions for the intent of dismembering those cars and selling the major component to whole sale and retail. So basically we get the car from the auction bring it inside the building dismantle it put the parts on the shelves or they go inside the container for sale. The problem is that we cannot just buy one car at a time all those cars that are coming in I have to have the space to park them in order to dismantling like an assembly line.

I already have submitted for the Zoning, we have a meeting on the 24<sup>th</sup> for part three, which is the variances. As far as the recommendation from the Planning Committee there are only a couple things that they don't have to apply to my business. On the

**ALLEY VACATION**; located west of Mound Road; approximately 165 ft. north of Hayden Street; 21083 Mound; Section 32; Lukas Koja.



**Warren Planning Department**  
**One City Square, Suite 315**  
**Warren, MI 48093**

Office: 586-574-4687  
[CityofWarren.org](http://CityofWarren.org)





**PLANNING DEPARTMENT**

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

June 23, 2015

TO: Scott C. Stevens, Secretary  
Warren City Council

FROM: Planning Commission

RE: SITE PLAN AND SPECIAL LAND USE PERMIT FOR AIR-SOFT GAMING FACILITY AND SEMI-TRUCK STORAGE PARKING; to be located on the west side of Mound Road, approximately 846 feet south of Ten Mile Road; 24649-B Mound Road; Section 29; Wojtuniecki Real Estate Holdings, LLC (Tim Storey).

At a public hearing on June 1, 2015, the Planning Commission adopted a resolution pertaining to the above-captioned matter. The resolution, as adopted, is a recommendation to the City Council to APPROVE the Special Land Use Permit only for an airsoft gaming facility.

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

Please schedule this matter for formal action by the City Council. If you have any questions or need additional information, please contact the Planning Director, Ronald Wuerth.

Thank you for your cooperation in this matter.

Respectfully submitted,

Read and Concur:

Handwritten signature of Jason McClanahan in black ink.

\_\_\_\_\_  
Jason McClanahan  
Commission Secretary

Handwritten signature of James R. Fouts in black ink.

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

/jah

Attachments



**FILE COPY**

**PLANNING DEPARTMENT**

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June 5, 2015

Storey Engineering Group LLC  
Tim S. Storey  
48264 Manchester  
Macomb, MI 48091

RE: SITE PLAN AND SPECIAL LAND USE PERMIT FOR AIR-SOFT GAMING FACILITY AND SEMI-TRUCK STORAGE PARKING; to be located on the west side of Mound Road, approximately 846 feet south of Ten Mile Road; 24649-B Mound Road; Section 29; Wojtunicki Real Estate Holdings, LLC (Tim Storey).

Dear Mr. Storey:

At its public hearing of June 1, 2015, the City of Warren Planning Commission voted to recommend APPROVAL to City Council the above-described special land use only.

The request will be sent to City Council for their final decision.

Should you have any questions, please do not hesitate to contact our office at 586-574-4687.

Sincerely,

Jason McClanahan  
Commission Secretary

/jah

cc: Mayor James R. Fouts  
Assistant City Attorney  
Richard Sabaugh, Public Service Director  
Lynne Martin, Zoning Department  
Daniel Simpson, Fire Department  
Ronald F. Wuerth, Planning Director  
Ryszard Wojtunicki

6.d) SPECIAL LAND USE AND SITE PLAN APPROVAL FOR AIRSOFT GAMING FACILITY AND SEMI-TRUCK STORAGE PARKING

Section 29

Wojtuniechi Real Estate Holdings, LLC (Storey Engineering)

June 1, 2015

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FINDINGS

1. The petitioner is requesting special land use and site plan approval for an air-soft gaming facility and semi-truck parking located on the west side of Mound Road approximately 846 ft. south of Ten Mile Road.
2. **CHARACTERISTICS OF THE PROPERTY IN QUESTION CAN BE SUMMARIZED AS FOLLOWS:**
  - a) **SIZE AND DIMENSIONS OF PROPERTY:** A rectangular shaped parcel measuring approximately 154 ft. X 561.21 ft. and containing 1.98 acres with 154 feet of frontage along Mound Road, lots 12 and 13 of Supervisor's Plat No. 1.
  - b) **PRESENT USE:** Industrial Building (Truck Repair Center; RW Freight Brokerage and Sunset Travel) and Airsoft unapproved gaming facility.
  - c) **PRESENT ZONING:** M-2, Medium-Light Industrial District
3. **CURRENT STATUS OF APPLICATION**
  - a) The present hearing will be the initial formal review of this application by the Planning Commission.
  - b) The Planning Commission pursuant Article XXII Administration. Section 22.14 Procedures for Special Land Use approval of the Zoning Ordinance must follow the guidelines set forth and listed under subsections A and B.
  - c) The Planning Commission pursuant to Article XXIV. C-2, General Business District, Section 14.02. Approval of special land use permit of the Zoning Ordinance must provide a report and recommendation to City Council for all special land uses listed under the subsection A.3) Gymnasiums.
  - d) The Planning Commission pursuant to Article XXI, City Planning Commission; Section 21.04 Site Plan Review and Article XXII, Administration; Section 22.16 Site Plan Review of the Zoning Ordinance, shall receive and review a submitted site plan in relation to pedestrian and vehicle circulation, off street parking, structural relationships, public utilities, landscaping, accessibility and other site design element.
  - e) On May 22, 2015, the petitioner submitted revised site plans to address the concerns and recommendations discussed at the Planning Commission meeting on May 11, 2015.

6.d) SPECIAL LAND USE AND SITE PLAN APPROVAL FOR AIRSOFT GAMING FACILITY AND SEMI-TRUCK STORAGE PARKING

Section 29

Wojtuniechi Real Estate Holdings, LLC (Storey Engineering)

June 1, 2015

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- f) On May 13, 2015 the Board of Appeals RESCHEDULED the petitioner's request to June 10, 2015. The petitioner proposes the following variances:
1. Retain hard surface parking to no less than 3.25 ft. of the front (Mound) property for parking as per plan.
  2. Allow for parking of truck/trailers on gravel lot as per plan.
  3. To allow for outdoor storage in excess of the maximum 5,436 sq. ft. equaling 3,468 sq. ft.
- g) On May 11, 2015, the Planning Commission voted to TABLE the above captioned item to the June 1, 2015 Planning Commission meeting. The Planning Commission tabled the item to allow for the petitioner to obtain his Certificate of Compliance.

NOTE: Per correspondence received from the Chief Zoning Administrator, prior to obtaining a Certificate of Compliance, the Special Land Use permit would need to be approved by the City Council.

- h) On May 11, 2015, the Planning Commission CLOSED OUT the Special Land Use Permit for recreational plastic pellet gun gaming facility because the petitioner never provided the revised site plans, a combined survey plan, changes to a lease on property to the west and City Council approval of the Special Land Use. The proposed plans expired on March 25, 2015.
- i) On January 12, 2015, the Planning Commission CLOSED OUT the site plan for parking lot expansion for industrial building because the site plan had expired.
- j) On March 25, 2013, the Planning Commission RECOMMENDED APPROVAL of a Special Land Use Permit for recreational plastic gun gaming facility.
- k) On June 12, 2013, the Board of Appeal DENIED the petitioner permission to retain the hard surfacing to no less than 3.5 ft. of the front (Mound) property for parking GRANT;
1. To waive 1,157 linear ft. of greenbelt along the west property line for Stephens property.
  2. To only install 400 linear ft. of greenbelt as per the plan.
- l) On December 10, 2012, the Planning Commission APPROVED plans for a parking lot expansion measuring 100 ft. 346 ft. and containing 34,600 sq. ft. the included a lease of property abutting to the west.

6.d) SPECIAL LAND USE AND SITE PLAN APPROVAL FOR AIRSOFT GAMING FACILITY AND SEMI-TRUCK STORAGE PARKING

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Wojtuniechi Real Estate Holdings, LLC (Storey Engineering)

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- m) On April 9, 2003 the Board of Appeals GRANTED the petitioner permission to hard surface for parking purposes to no less than twenty two (22) ft. of the front (east) property line on Mound Road as per plan.
- n) On July 15, 2002 the Planning Commission APPROVED plans for a flag shaped building addition measuring 30 ft. x 112 ft. and 44 ft. x 50 ft. and containing 5,828 sq. ft. Also an office addition containing 924.58 sq. ft.
- o) On October 21, 1975, the Planning Commission APPROVED plans for an industrial building addition measuring 56 ft. X 80 ft. and containing 4,480 sq. ft. adjoining the south elevation of the existing building. (Frank G. Schwartz)
- p) On August 22, 1967, the Building Division issued permits no. 75695 for an industrial building addition measuring 56 ft. X 60 ft. and containing 2,240 sq. ft.
- q) On September 11, 1969, the Building Division issued building permit No. 34829 for an industrial building measuring 56 ft. X 80 ft. 10 in. and containing 4,527 sq. ft. (Micron Machine Co. C. R. Schwartz)
- r) On August 26, 1959, the Zoning Board of Appeals GRANTED, permission to construct a 60 ft. X 56 ft. building addition to the south lot line of lot 12. (Norman Schwartz)

**4. GENERAL DESCRIPTION OF THE SURROUNDING PROPERTIES IS AS FOLLOWS:**

- a) The property to the north is zoned M-2 and contains an industrial building.
- b) The property to the east is (across Mound Road) is zoned M-2 and contains an industrial building.
- c) The property to the south is zoned M-2 and contains a restaurant/bar (Sporty O'Tooles).
- d) The property to the west is zoned M-1 and contains vacant property.

**5. THE SITE PLAN SUBMITTED BY THE PETITIONER INDICATES THAT:**

- a) A new air-soft gaming facility measuring approximately 54 ft. x 142 ft. and containing 7,814 sq. ft. would be provided within the north 56 ft. of the existing building that currently measures approximately 112 ft. x 170.20 ft. and contains 18,984 sq. ft. Air-soft gaming activities would take place in an open area setup for this physical activity. The floor plan indicates the site would also provide office areas, a utility room, restrooms and boiler room. The floor plan also indicates that there will be six exposed columns in the air-soft gaming area. The south 56 ft. of the building would be used for the trucking business and would contain an area of 10,872 sq. ft.

6.d) SPECIAL LAND USE AND SITE PLAN APPROVAL FOR AIRSOFT GAMING FACILITY AND SEMI-TRUCK STORAGE PARKING

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The site plan shows how the mixed uses can work together. The air-soft gaming facility, the trucking company, and the travel agency operate at different hours of the day, and would occupy the designated parking at different times.

- b) The site plan indicates two (2) open storage areas, one measuring 53 ft. x 72 ft. and containing 3,816 sq. ft. located along the west property line of the petitioner's property would provide parking for 6 truck trailers. The second area would measure 53 ft. x 96 ft. and contain 5,088 sq. ft. located along the north property line and would provide parking for eight (8) truck trailers, four (4) on gravel and four (4) on asphalt. Total open storage area would be 8,904 sq. ft. The maximum allowed open storage areas on the site is 5,436 sq. ft. (this number represents half of 10,872 sq. ft. of the building used by the trucking fleet operation).

NOTE 1: A variance would need to be obtained from the Board of Appeals to retain the existing gravel in the rear of the property.

NOTE 2: The outdoor storage area would total 8,904 sq. ft., which is in excess of 3,468 sq. ft. of the allowed amount of outdoor storage permitted on the site. A variance may be required to allow for outdoor storage in excess of the 5,436 sq. ft. permitted on the site.

- c) During an inspection of the site, it was noted that outdoor storage exists on other areas of property tires located behind the building near the proposed entrance door for the air soft gaming and miscellaneous items placed around the trash enclosure near the rear of the building. There was also a dumpster to the rear of the building without a trash enclosure and with miscellaneous items stored next to it. The dumpster should be located in the existing trash enclosure located at the rear of the property, or if already utilized, another trash enclosure may need to be constructed.

NOTE: Besides the trailers, no other outdoor storage is proposed. The items that were stored outdoors, have now been removed.

- d) Parking spaces for employees and visitors to the rear of the building containing 45 parking spaces. There are additional parking spaces (9 spaces) in front of the building. The total parking spaces would be 54 meeting the required parking on the site.

NOTE: The parking located along Mound Rd. is located within the front setback (setback 3.25 ft. from Mound Rd.). The applicant will need a variance from the Board of Appeals in order to retain this parking area.

- e) Four (4) wall mounted "flood" type light fixtures exist on the east and south elevations of the building. A new light pole would be provided along the petitioner's south property line approximately 130 ft. east of the west property line. Three (3) additional light poles would be provided in the new parking area on the leased property. A note is provided stating "All lighting on the site shall be shielded and not encroach upon abutting

6.d) SPECIAL LAND USE AND SITE PLAN APPROVAL FOR AIRSOFT GAMING FACILITY AND SEMI-TRUCK STORAGE PARKING

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properties. The light poles shall be no higher than 20 ft. All glare shall be eliminated and directed lighting shall not be permitted”.

f) Access to the site is provided via two (2) driveways to Mound Road.

NOTE: The revised plans indicate a change in vehicular circulation. The north driveway will be opened and the fence will be removed. The driveway to the south of the building will allow for one way vehicular access behind the building, and the driveway to the north will allow for one way access to Mound Rd. The proposed parking area behind the building will be shifted south in order to allow for vehicular access to the north driveway.

g) No landscape plan was submitted; however, the site plan indicates that a red maple and yews exist in front of the building. A note is provided stating “All landscaped areas shall be automatically irrigated”.

h) A six (6) ft. high chain link fence exists along the north and south property lines of the petitioner’s property. There is also a partial white privacy fence along

i) Sidewalk exists along Mound Road.

j) An existing trash enclosure is indicated on the plan located in the southwest corner of the site.

k) All other improvements on the site would remain as exists.

6.d) SPECIAL LAND USE AND SITE PLAN APPROVAL FOR AIRSOFT GAMING FACILITY AND SEMI-TRUCK STORAGE PARKING

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**RECOMMENDATION**

**SPECIAL LAND USE APPROVAL**

Staff recommends that the special land use permit should be APPROVED for an airsoft gaming facility as the use satisfies the general standards of Section 22.14 B.1 subject to the petitioner obtaining the variances required from the Zoning Board of Appeals and subject to the other conditions described hereafter.

**SITE PLAN APPROVAL**

It is recommended that the site plan for an air-soft gaming facility and semi-truck parking be APPROVED with the standard conditions of the Planning Commission and subject to Special Land Use Approval by City Council, and more specifically:

1. The following variances may need to be obtained from the Board of Appeals prior to the release of the site plan to the Building Division:
  - a) Retain hard surface parking to no less than 3.25 ft. of the front (Mound) property for parking as per plan.
  - b) Allow for parking of truck/trailers on gravel lot as per plan.
  - c) To allow for outdoor storage in excess of the maximum 5,436 sq. ft. equaling 3,468 sq. ft.
2. A cash bond in the amount of \$450 shall be posted.
3. City Council approval is required.

And furthermore recommendations were received from the following divisions and departments:

**TAXES:** No Delinquent Taxes

**ENGINEERING:** Preliminary review of this site has yielded the following comments from the Engineering Division:

1. The previously approved site plan required a detention facility on the west side of the site. The detention pond was filled in without acquiring the necessary permits and approvals. Detention will be required for this site and all drainage shall be maintained within this development.

6.d) SPECIAL LAND USE AND SITE PLAN APPROVAL FOR AIRSOFT GAMING FACILITY AND SEMI-TRUCK STORAGE PARKING

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Wojtuniechi Real Estate Holdings, LLC (Storey Engineering)

June 1, 2015

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2. Any improvements within the Mound Road right-of-way shall be subject to the approval of the Macomb County Department of Roads (MCDR).

**FIRE:** This department has determined the following provisions will be required:

1. Must meet the requirements of the 2012 Edition of the Michigan Building Code, specifically section 411, "Special Amusement Buildings".
2. Special Amusement Buildings must be equipped throughout with an automatic sprinkler system in accordance with NFPA 13. Fire Department Connection threads shall be National Standard type and a fire hydrant shall be provided within 150 feet of the Fire Department Connection.
3. Provide fire alarm system as required by code.
4. Maintain existing Fire Department access roads. Fire apparatus access roads must have a minimum width of 20 feet and a minimum vertical clearance of 13 feet 6 inches.
5. Provide Fire Department lock box (knock box) as required by local ordinance.

**DTE:** APPROVED

**ZONING:** In order for the Zoning Board of appeals to accept his application for Certificate of Compliance, schedule inspections and issue a Certificated this address ill need the Special Land Use permit approved by the Planning Commission and then the City Council. Prior to that being issue we cannot allow him to operate this business.

RESOLUTION

The Planning Commission of the City of Warren having published Notice of Public Hearing in accordance with the statues and ordinances governing the same and having held a public hearing thereon on Monday, the 1st day of June, 2015, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan, and having considered the objections raised thereto, Resolves to recommend and does so recommend to the Council of the City of Warren that the following commonly described property, to-wit:

Land in the City of Warren, Macomb County, described as:

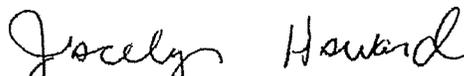
Property described as lots 12 and 13, "Supervisors Plat No. 1", being a subdivision of part of the Northeast ¼ of Section 29, T.1N, R.12E, City of Warren, formerly Warren Township, Macomb County, Michigan. As recorded in Liber 17 of Plats, Page 26 of Macomb County Records.

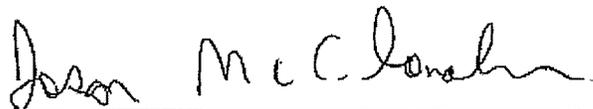
receive special land use approval for Air-Soft Gaming Facility and having considered the objections raised thereto, Resolves to recommend and does so recommend to the Council of the City of Warren that the petitioner for the special land use for the use referenced above for the property described aforesaid, be APPROVED, subject to the following condition:

City Council approval.

RESOLUTION adopted at the meeting of June 1, 2015

CITY OF WARREN PLANNING COMMISSION

  
\_\_\_\_\_  
Jocelyn Howard, Chairperson

  
\_\_\_\_\_  
Jason McClanahan, Secretary

**RESOLUTION**  
**SPECIAL LAND USE PERMIT**  
**FOR AIR-SOFT GAMING FACILITY**  
**24649-B MOUND ROAD**

A regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on \_\_\_\_\_, 2015, at 7 p.m. Eastern Standard Time at the Warren Community Center, 5460 Arden, Warren, Michigan.

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

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

The following preamble and resolution was offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_:

Rlyszard Wojtuniecki, Wojtuniecki Real Estate Holding, LLC, has petitioned the City of Warren to receive special land use approval to use the following described property for air-soft gaming facility and semi-truck storage parking located at 24649-B Mound Road, pursuant to Section 14.02 of the Warren Zoning Ordinance:

Land in the City of Warren, Macomb County, described as:

Property described as lots 12 and 13, "Supervisors Plat No. 1", being a subdivision of part of the Northeast ¼ of Section 29, T.1N, R.12E, City of Warren, formerly Warren Township, Macomb County, Michigan. As recorded in Liber 17 of Plats, Page 26 of Macomb County

On June 1, 2015, the Planning Commission held a public hearing on the petition; took comments from the public and approved the attached resolution and recommended approval of the special land use as stated therein.

BE IT RESOLVED, the Council of the City of Warren hereby approves a special land use permit for the expansion for air-soft gaming facility above for the property described aforesaid, be APPROVED, subject to the following conditions:

City Council approval.

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

\_\_\_\_\_

NAYS: Councilmember \_\_\_\_\_

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

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

**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB    )

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

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

When recorded return to:  
  
City Clerk  
City of Warren  
One City Square, Suite 205  
Warren, Michigan 48093

Drafted by:  
  
Planning Department  
City of Warren  
One City Square, Suite 315  
Warren, Michigan 48093

Chair Howard – So let's table until June 22, 2015 come back and Mr. Wuerth in turn will update our records so we will have all the findings from the Zoning Board of Appeals. We will be able to go forward based on the vacation of the alley and we will also be able to address in your site plan any of the concerns from the neighbor's going forward. That was a motion initially by Assistant Secretary Smith and supported by Commissioner Pryor are you in agreement to tabling this until June 22, 2015?

Assistant Secretary Smith – Yes I agree.

Commissioner Pryor – Yes.

ROLL CALL:

The motion carried unanimously as follows:

Assistant Secretary Smith.....	Yes
Commissioner Vinson.....	No
Commissioner Rob.....	Yes
Commissioner Robinson.....	Yes
Chair Howard.....	Yes
Commissioner Karpinski.....	Yes
Vice Chair Kupiec.....	No
Secretary McClanahan.....	Yes
Commissioner Pryor.....	Yes

D. SPECIAL LAND USE PERMIT AND SITE PLAN APPROVAL FOR AIR-SOFT GAMING FACILITY AND SEMI-TRUCK STORAGE PARKING; To be located on the west side of Mound Road, approximately 846 feet south of Ten Mile Road; 24649-B Mound Road; approximately 846 feet south of Ten Mile Road; 24649-B Mound Road; Section 29; Wojtuniecki Real Estate Holdings, LLC (Tim Storey). **TABLED.**

MOTION:

A motion was made by Commissioner Rob to remove from table, supported by Secretary McClanahan. A voice vote was taken and the motion carried unanimously.

PETITIONERS PORTION:

Mr. Tim Storey – This is regarding 24649 Mound as you know it was tabled last time to give us time to obtain a certificate of compliance from the Building Division. We discovered that we cannot get that until after we've been approved for the site plan and the special land use and variances that we are getting separately. So it's premature

to produce a certificate of compliance because it's not possible they won't issue it until after we've been approved through this Commission.

I'll just go through and address the items from the letter I received from you. First item that I see on the second page is the outdoor storage and materials vital to the business as observed during the site inspection should be indicated on the site plan. They don't typically have materials stored at the back of the building any materials that were out back at that time had been removed. The only storage that is being proposed here is for the trailers, that's it. There is a trash enclosure at the rear and we were looking at the possibility of adding another outdoor storage enclosure for some plastic containers that the owner Mr. Wojtuniecki gets soap in that he uses to wash the trucks. He was going to store those out there but he's decided to just store them inside the building so he won't be needing any outdoor storage other than the trailers. And those notes have been added to the site plan to clarify that I also submitted a letter to the Planning Department.

The next item was about the trash enclosure, again on the trash enclosure we do have a trash enclosure I investigated it we thought at the time previously that it met all the requirements but I realized it did not it does not have an 8 foot concrete apron in front of it, other than that I believe it meets all the City's requirements. It's slightly larger than the minimum requirement and it is has the concrete walls with the wooden gates. We just need to add the concrete apron in front of it which we will do.

The next thing was that we needed several variances which is true. We were at the meeting last month with the ZBA and we were also tabled there for other reasons. We are back with the ZBA next week, on the 10<sup>th</sup>. We discovered that there is other variance that we didn't realize that we needed and that was for the outdoor trailer for parking on gravel. The calculation on the ordinance the way I interpreted it was that we could use half of our building but it said no you can only use half of your use within the building. Because he only uses half of the building roughly we are now limited to only a ¼ of the building so we are going to ask for a variance to use half the building not just a ¼ of the building. Besides Mr. Wojtuniecki business which is the freight, the other business the Air-Soft they don't have any outdoor storage needs. Hopefully we'll be successful with that variance next week with the ZBA. The other two variances are as stated and we applied for those we should find out about those next week.

Mary Clark CER-6819  
June 1<sup>st</sup>, 2015

We understand there's a cash bond required and that City Council approval is required. We had met with Engineering several months ago before we even submitted it through our site plan with them we were both comfortable with the storm water detention that we were showing. They had agreed that they would consider it and we understand that if we get site plan approval and we get our special land use we still have to go back and satisfy whatever Engineering requirements will be which we know will be the storm water detention. So we are hopeful that we'll be successful I have calculated that we are providing the volume that's required so if they require some variation of that or something extra we will provide it.

They also had a comment that obviously if we do any work within the Macomb County right-of-way, which is Mound Road, that we would need their approval and we understand that. We are not currently proposing any work there so we don't really see that as an issue but if for some reason it is required we will get that permit.

Regarding the fire department they had a number of comments most of these had to do with the building code and since then my client has brought an Architect on board to deal with the building code issues. I'm a Civil Engineer so I don't deal with the building itself as much so the Architect will go through all those comments. I've spoken with the fire department several times about the comments and the Architect that was hired and they are working on that and we understand that we have to meet all those requirements from the fire department. They do have a fire suppression system in the building, they need to confirm that it meets the current code.

Maintain existing fire department access roads. We have the roads both on the north and south side and I spoke with the Fire Marshall and they said the way the comment is written it said simply maintain existing so he was not saying that there was a problem with it just to maintain the existing. And so we have one on the north side and the south side and we are going to maintain those so we don't see an issue with that. I think that they already have a Knox box but if we need to provide one we will do that as well.

Secretary McClanahan reads the correspondence as follows:

**TAXES:** No Delinquent Taxes.

**ENGINEERING:** Preliminary review of this site has yielded the following comments from the Engineering Division:

1. The previously approved site plan required a detention facility on the west side of the site. The detention pond was filled in without acquiring the necessary permits and approvals. Detention will be

Mary Clark CER-6819  
June 1<sup>st</sup>, 2015

required for this site and all drainage shall be maintained within this development.

2. The perimeter of the pavement area requires concrete curb and gutter.
3. Sidewalks or access paths adjacent to parking spaces should be 7' wide to allow for 2' of vehicle overhang.
4. It is recommended that the trash enclosure be adjacent to hard surface pavement and not the proposed gravel surface as currently shown.
5. Maneuvering lanes on both the north and south side of the building do not meet ordinance requirements for two-way traffic and the southern access drive is further restricted by the location of existing utility pole. The northern drive will not have access to the rear parking area under the current proposal restricting site traffic circulation.
6. The southerly drive approach appears to have been altered since the original construction. The revised approach shall be approved by the Macomb County Department of Roads and the sidewalk across the drive approach shall be constructed to City of Warren standards.
7. Any improvements within the Mound Road right-of-way shall be subject to the approval of the Macomb County Department of Roads (MCDR).
8. The plans shall bear an original signature and seal from the licensed professional responsible for the work.

**FIRE:** This department has determined the following provisions will be required:

1. Must meet the requirements of the 2012 Edition of the Michigan Building Code, specifically section 411, "Special Amusement Buildings".
2. Special Amusement Buildings must be equipped throughout with an automatic sprinkler system in accordance with NFPA13. Fire Department Connection threads shall be National Standard type and a fire hydrant shall be provided within 150 feet of the Fire Department Connection
3. Provide fire alarm system as required by code.
4. Maintain existing Fire Department access roads. Fire apparatus access roads must have a minimum width of 20 feet and a minimum vertical clearance of 13 feet 6 inches.
5. Provide Fire Department lock box (Knox Box) as required by local ordinance.

**DTE:** Approved.

**ZONING:** In order for the Zoning Board of Appeals to accept this application for Certificate of Compliance, scheduled inspections and issue a Certificated this address will need the Special Land Use permit approved by the Planning Commission and then the City

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Council. Prior to that being issued we cannot allow him to operate this business.

PUBLIC HEARING:

Mr. Tom Wells – I live at 24634 Blackmar, again you're being asked to approve things that have already been proposed to this body in the previous years and have been denied. I noticed that the Secretary just said that without these things being met he cannot operate his business but of course it is up and operating. He's asking to be able to park his trailers on the gravel when that gravel area extended behind his original property line was considered it was to be employee parking not commercial vehicles. It's slightly confusing to me that I don't understand that he's before your Board and the Board of the Appeals at the same time it's just confusing.

Again, just addressing the trailer parking, the retention pond as you mentioned was filled in nobody new anything about it. When they originally started the project for extending the parking lot back into the field it happened where the construction equipment was dropped off on a Friday afternoon and work began on a Saturday. Gilbert Trucking worked Saturday and Sunday that was on August 4<sup>th</sup>, of 2012. When I went to City Hall on Monday, August 6<sup>th</sup>, nobody knew anything. There were no permits, everybody up there assured me no he can't be working he doesn't have any permits.

So again, like I said we sort of have a history he's asking for things that he's already doing that have been denied and when they bulldozed the field they actually created some ponds and during the past few days of wet weather there's standing water out there, which at some point could be considered a mosquito breeding ground. We were told that there would be a material put on the fence that's not there, there was a greenbelt that the Planning Department asked for that's not there, as a matter of fact only is it not there they actually knocked down trees and vegetation that were in the field not on the property that is presently graveled and used for parking.

It is just frustrating that we are being asked again to take care of things that were already denied. I don't have any idea what's going on in the gentleman's building, the Air-Soft thing. The last time there was someone here that apparently is operating that part of the business he claimed that he was training Detroit Police Officer's I actually wonder what that's for because there's no signs. It doesn't seem to be open to the public and who are we training in there, I don't know if the Warren Police are being trained. These are just my questions thank you for your time.

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Mr. Ron Wuerth reads the recommendation of the Staff:

MOTION:

A motion was made by Secretary McClanahan to approve, supported by Assistant Secretary Smith.

COMMISSIONERS PORTION:

Assistant Secretary Smith – Is this two separate motions?

Chair Howard – Thank you so much this is going to be a two part approval or two part denial. The first part would be Special Land Use approval and then the second would be Site Plan approval. The first motion would be the Special Land approval.

Commissioner Pryor – I was over there and visited this place and I visited the Air-Soft place. They are up in action there they have about 25 people at one time in there. It's dark in there and they are shooting something similar to paintballs at each other. Occasionally they have the police in there but it's not for the police it's for a walk in trade. My concern is when I look at the parking lot that's there and I can't see how they can conveniently handle I'd say 25 cars so it doesn't seem like a good parking place for the Air-Soft to begin with. Now I didn't go back and see what was in the back and I don't know whether I'm speaking about the proper parking of this or not. But I was concerned that they are operating without approval and that's what I feel.

Chair Howard – Mr. Storey will you come forward please sir? Commissioner Pryor is concerned regarding your parking and also regarding your ability to actually operate a business.

Commissioner Pryor – Do you have some comment on my concerns, I don't think they had a permit to be operating at that time.

Mr. Tim Storey – There was a misunderstanding on what they were allowed to do. They had a certificate of occupancy from a couple years ago where they believed they had permission to do what they are doing. Apparently the building department thought that they were doing private practice training for police departments, where in reality they were doing that. But they were also open to the public where you could arrange for say a group of 10 individuals to come and participate in a game with 10 other individuals. So that's the public aspect of it where it's open to the public. They didn't realize that was not allowed that's why we are here to try and make everything right so that they can continue to operate.

Regarding the parking we have proposed parking in the rear stripped out for them to use. They have a lot of youngsters that don't drive who use it typically so they don't have issues with a lot of parking. They only have about 20 people there at a time and usually they car pool with four or five kids in a car with parents so they don't need that much parking. However, we are providing as the calculations for the parking on the site plan indicate we are providing not only the parking in the front but also the parking in the rear. The hours of operation do not overlap with the other uses at the property. They are only operating in the evenings and on the weekends where the trucking operation is closed at that time so there's adequate parking.

Commissioner Pryor – My impression was when I talked to the people there they were unaware that they didn't have the proper permits like you said and I guess they are going to try and get them, but at this time I don't think they have them.

Mr. Tim Storey – That's correct but we cannot get that until we get this approval.

Secretary McClanahan – Ms. Chair I got a letter from the Building Division that I'd like to read. In order for the Zoning Bureau to accept his application for a Certificate of Compliance, schedule inspections and issue a Certificate this address will need the Special Land Use permit approved by the Planning Commission and then the City Council. Prior to that being issued we cannot allow him to operate this business. It's from Lynne Martin, Chief Zoning Inspector.

Commissioner Rob – We have two separate businesses here, so is the trucking business just storing those trailers or does he have any affiliation with this trucking business?

Mr. Tim Storey – The trailers are stored there, it's a freight hauling business. They haul freight for various different companies throughout the Midwest and beyond that even, he's been to Florida and many other States. The way that this business operates and the way that most of these trucking operations work is that, those businesses they are hauling freight for do not have room for their trailers or it's not a part of their operation to have storage of trailers on their property. So what happens is the trailers are stored here a truck will come pick up a trailer and leave and then go pick up freight deliver the freight bring back the empty trailer and drop it off that's my understanding. So they are storing the trailers as a part of his business the trailers are in good shape, they are on the road and they are just cycling through and that's how the business operates. I

haven't seen a lot of tractors out there I'm sure that there's a few it's mostly just trailers. I think there is maintenance that they do inside and some storage that they do inside.

Commissioner Rob – So there will be a heavily use of trucks getting in and out?

Mr. Tim Storey – I don't know what the frequency of the trucks that are coming.

Commissioner Rob – My concern is if there's a parking there will that parking structure be equipped or strong enough to support that much of heavy transactions going around?

Mr. Tim Storey – Yes the pavement has been there in place for years and he's been using it for years. The trucking operation preexist the Air-Soft gaming and he's been operating for many years so you can look at the pavement it's in good condition. It was an industrial site previously so the pavement that was installed there was heavy duty so it's not an issue.

Vice Chair Kupiec – I understand we are going to vote on two separate issues, one is the Land Use approval and the other is the Gaming Operation. I would like to see the Special Land Use move ahead and get City Council's decision, but on the Gaming Operation Mr. Storey is really not answering my questions or some of the questions he has himself because they are another department, another manager, another Architect, somebody else beyond his capacity.

Mr. Tim Storey – What are the questions?

Vice Chair Kupiec – You yourself said that some of the things that you have an Architect on and you're not an Architect.

Mr. Tim Storey – Yes that's for the fire code.

Vice Chair Kupiec – The thing is this Air-Soft operation has been going on for some time three or four years without a Certificate of Operations per the owners admissions, last time he was before us. Now you're back to us saying you need our approval to get a Certificate of Operations.

Mr. Tim Storey – He had a Certificate of Operations it was just for a slightly different business type of operation, he has a Certificate of Operation.

Vice Chair Kupiec – Well is that really a Certificate of Operations and was it in his name?

Mr. Tim Storey – It was in the previous owners name and I don't believe they ever transferred it to his name.

Vice Chair Kupiec – I don't even know if they are transferrable, I don't think they are. He should have a Certificate of Operation with his own business name.

Mr. Tim Storey – Mr. Wojtunieccki said they did transfer it.

Vice Chair Kupiec – And also we've heard some opinions of a neighbor and I can remember going back some time when the same condition arose where they backfilled that marsh area.

Mr. Tim Storey – That was done before Mr. Wojtunieccki owned the property that was done by the previous owner and contractor. Mr. Wojtunieccki was not aware that there was even a detention pond there and there was an issue. Once we found out about we got into discussion with the Engineering Department.

Vice Chair Kupiec – How did you find out about it?

Mr. Tim Storey – I found out when I reviewed the site plan and then went and spoke with the Engineering Department.

Vice Chair Kupiec – When Mr. Wojtunieccki bought the property did he do a due diligence on it to determine anything?

Mr. Tim Storey – I wasn't involved at that time.

Vice Chair Kupiec – Here again there's unanswered questions here that I think need to be resolved, but I would like to see you move forward with the Land Use Permit to move onto City Council.

Chair Howard – I think some of the quandary that we have as the Commission is twofold. This gentleman has been operating this business as you indicated for nine years and as far as the trucking business we do have approval there. As far as the Air-Soft Gaming facility two to three years ago that business was approved he came in at the last meeting very emphatic that business had a Certificate of Compliance when asked to go back and produce that I knew that the site plan had been expired and that it doesn't transfer. What he indicated what he was going to do is not what he was doing. I know

some things weren't transferable therefore I asked Mr. Wuerth was there Certificate of Compliance and there was not. That means that site plan never went forth, none of the conditions were ever met that's why you're back here today.

Mr. Tim Storey – I saw a Certificate of Compliance in the previous Air-Soft business owners name, I don't believe I personally seen one in the current owners name but Mr. Wojtunieccki assures me that he has one so if he could produce that it would prove that he had one. In any event they did have approval to do Air-Soft Gaming at that building and they had a Certificate of Operations regardless of whose name it was in.

Chair Howard – And from the time that it was approved until the close out of the site plan in March of 2015 nothing was done with that. That was approved two years prior it was closed out in March of 2015.

Mr. Tim Storey – When you say nothing was done with that are you saying with the Building Department?

Chair Howard – Nothing was done in terms of the site plan for the Gaming Facility.

Mr. Tim Storey – With what department?

Chair Howard – Let me just read this. On May 11<sup>th</sup>, 2015 the Planning Commission closed out the Special Land Use permit for recreational plastic pellet gun gaming facility because the petitioner never provided the revised site plans, a combined survey plans, changes to a lease on property to the west side, and City Council approval of the Special Lane Use. The proposed plans expired on March 25, 2015.

Mr. Tim Storey – My understanding is that the owner of the property or the business owner was not aware that he needed to do anything.

Chair Howard – That may be the case sir. This gentleman seemingly has been in business for a number of years and those things are concerning to me. This is what we have sir, in my opinion I believe we have three issues. We have the Special Land Use, the parking for the semi trucks and also the Air-Soft Gaming facility. I'm inclined to deny the Air-Soft Gaming facility and to approve the Special Land Use and the semi-truck parking, that's my inclination. I will turn it over to the Commission for action we will vote on it in

three parts. Mr. Wuerth can I divide this up sir because these seem like two separate businesses to me?

Mr. Wuerth – There are two things that are here together the Air-Soft Gaming facility is the Special Land Use.

Chair Howard – It is not the semi truck?

Mr. Wuerth – No, it has nothing to do with the semi-trucks it's in the facility there. What you have is first it's the use that they want approved and that use is the Air-Soft Gaming facility that's what the first parts about. The second part is approved by City Council. Now the site plan, if you read this correctly, the site plan is approved by the Planning Commission and it's subject to the Special Land Use approval by City Council that's how it read

Chair Howard – So the semi-truck parking is not attached to the Special Land Use it is definitely just the site plan?

Mr. Ron Wuerth – That's correct, so there are two separate issues. You've got the use approval and then you've got the site plan approval. Use approval is City Council, but your recommendation is needed to City Council on that whether you recommend it being approved or not.

Chair Howard – I'm inclined to see what City Council has to decide on this Special Land Use before we approve it. This has gone on entirely too long with opening and closing, the change of partners this is a little too confusing.

Secretary McClanahan – This letter is from Thomas M. Turmel his address is 24462 Blackmar Avenue.

I am writing to you to express my support for Mr. Wojtuniecki's request for the two variances noted above as well as the Special Land Use request and Site Plan Approval request. Mr. Wojtuniecki has proved to be a good neighbor and we appreciate his efforts in maintaining his property in good condition. I have no objection to the proposed storage of trailers on a gravel surface at the rear of his property as they do not constitute a nuisance for us in any way. The use of the property since Mr. Wojtuniecki has owned it has been an improvement over the previous owner and is much preferred to several of the other properties in the area. We would also like to note that the proposed Air-Soft Gaming use is a constructive use of otherwise vacant industrial space that enhances our community by providing an opportunity for patrons to experience and enjoy a

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recreational activity that many communities do not have available to them. I urge you to vote in favor of Mr. Wojtuniec's request. Thomas M. Turmel original owner 50 years on Blackmar.

Chair Howard – I'm going to get an opinion from the City Attorney Caitlin Murphy.

Ms. Caitlin Murphy – I believe there's a motion for the Special Land Use that's already been put on the table. You can vote for that you'll have to recommend to City Council to either approve or not to approve the Special Land Use. If you want another option could be you could go through and also do the Site Plan approval, which would be based on the result from City Council on the Land Use, or you can also vote to table the site plan until after City Council has decided on the Special Land Use.

Assistant Secretary Smith – The Special Land Use according to what I'm hearing deals with the Gaming facility and the question is whether they have the Certificate of Operation to operate that business in the building. According to Mr. Storey they cannot get that unless we approve the Land Use, so the Land Use needs to be approved for them to even go about getting their Certificate of Operations to operate the Air-Soft business.

Chair Howard – That is correct sir. What we have here in my opinion, as I stated, we are aware that they need the Special Land Use, we are aware that they need our approval to go forward. I think there is some other background information that I'm not comfortable with at this point. And what Attorney Murphy is indicated to us is that we can vote on the Special Land Use, send it to City Council get their opinion on it and then have them bring it back to us then we can vote on the Site Plan.

Assistant Secretary Smith – So by doing that will that allow them to do what they need to do to get the Certificate of Operations?

Chair Howard – Well we do have City Council weighing in on this issue.

Vice Chair Kupiec – Since the original plan expired on March 25<sup>th</sup> that leaves me to believe that it has a two year cycle, it's been there for two years?

Mr. Ron Wuerth – In that particular case yes it expired after two years.

Vice Chair Kupiec – Mr. Storey indicated that the previous or owner was unaware of the site plan approval is that what you said earlier?

Mr. Ron Wuerth – He was perfectly aware of both those site plans. At that time it was Mr. Tobin who was the representative it has now changed representatives.

Vice Chair Kupiec – Since it has expired what does it take to unexpired it. Is that possible to do or does he have to reapply again?

Mr. Ron Wuerth – That's what he's doing right here.

Vice Chair Kupiec – He's applying for a site plan approval?

Mr. Ron Wuerth – Yes, that's what the second part of this is about.

Vice Chair Kupiec – Since the old site plan is expired is he asking us to approve the old site plan?

Mr. Ron Wuerth – No this is a new one, a brand new site plan.

Chair Howard – Is everyone clear or should I have Attorney Murphy give us again our options?

Commissioner Rob – Can you elaborate again please there's a lot of things going on.

Ms. Caitlin Murphy – I believe the site plan is all one site plan that's submitted so it wouldn't be three parts it would be just the two parts. Your options would though would be to either vote on them both tonight or you can vote on just the Special Land Use and table the Site Plan approval until City Council weighs in on the Special Land Use.

Secretary McClanahan – As the maker of the motion I think that is our better option.

Vice Chair Kupiec – That's where some of the confusion at least on my part when you look at the original opening statement of the findings the petitioner is requesting a Special Land Use and a Site Plan approval for Air-Soft Gaming facility and semi-truck parking located on the west side. I think that word and threw me off.

Mr. Ron Wuerth – This is a typical way that a site plan and a Special Land Use have been presented to the Planning Commission and to

City Council for years, together that's how they've moved. They can go separately and that's I think the idea there to see how one is going to work verses the other that's what you're doing you're separating things.

Many times it's usually gone through where the Planning Commission approves the site plan but there's the recommendation to approval usually the Special Land Use. So the only thing that City Council does is approve the Special Land Use perhaps and then the Site Plan goes right along with it. Now let's just say that City Council does not approve the Special Land Use now it goes back because that part of the originally approved site plan doesn't work anymore. But that almost never happens it's happened but very seldom. I'm going to reword the first part here, the Staff recommends that the Special Land Use Permit should be approved for an Air-Soft Gaming facility. As the Use satisfies the general standards of section 22.14b1 subject to the petitioner obtaining the variances required from the Zoning Board of Appeals. Those variances are having to do with the site plan now it's all tied in together. My point is I wanted to make sure that the Use Permit is tied to the Air-Soft Gaming Facility.

Chair Howard – And that perhaps was probably where some confusion had come in. We are aware and you are absolutely correct sir that we do have Special Land Use tied into a site plan I believe we have two different entities coming together. You've got a Air-Soft that has one function that's gaming and then you have trucking which is something different with parking so that may have led to some confusion.

Mr. Ron Wuerth – Then the two come together in the site plan because there's two things going on with the site plan. You've got the open storage for the semi-truck trailers and you've got the parking for the Gaming Facility.

Chair Howard – Thank you Mr. Wuerth you've always been able to bring some clarity to a situation. I'm going to turn it over to the Commission for a vote we will vote on it in two parts. The first part will be for Special Land Use. That was a motion by Secretary McClanahan supported by Assistant Secretary Smith.

ROLL CALL:

The motion carried unanimously as follows:

Secretary McClanahan.....	Yes
Commissioner Pryor.....	Yes

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Commissioner Rob.....	No
Assistant Secretary Smith.....	Yes
Commissioner Vinson.....	Yes
Commissioner Robinson.....	Yes
Chair Howard.....	No
Commissioner Karpinski.....	Yes
Vice Chair Kupiec.....	Yes

Chair Howard – Then we have the second part which is Site Plan Approval. Now we can have this tabled until it comes forth at City Council or we can take a vote currently?

MOTION:

A motion was made by Vice Chair Kupiec to table, supported by Commissioner Rob.

ROLL CALL:

The motion carried unanimously as follows:

Vice Chair Kupiec.....	Yes
Secretary McClanahan.....	Yes
Commissioner Pryor.....	No
Commissioner Rob.....	Yes
Assistant Secretary Smith.....	No
Commissioner Vinson.....	Yes
Commissioner Robinson.....	Yes
Chair Howard.....	Yes
Commissioner Karpinski.....	Yes

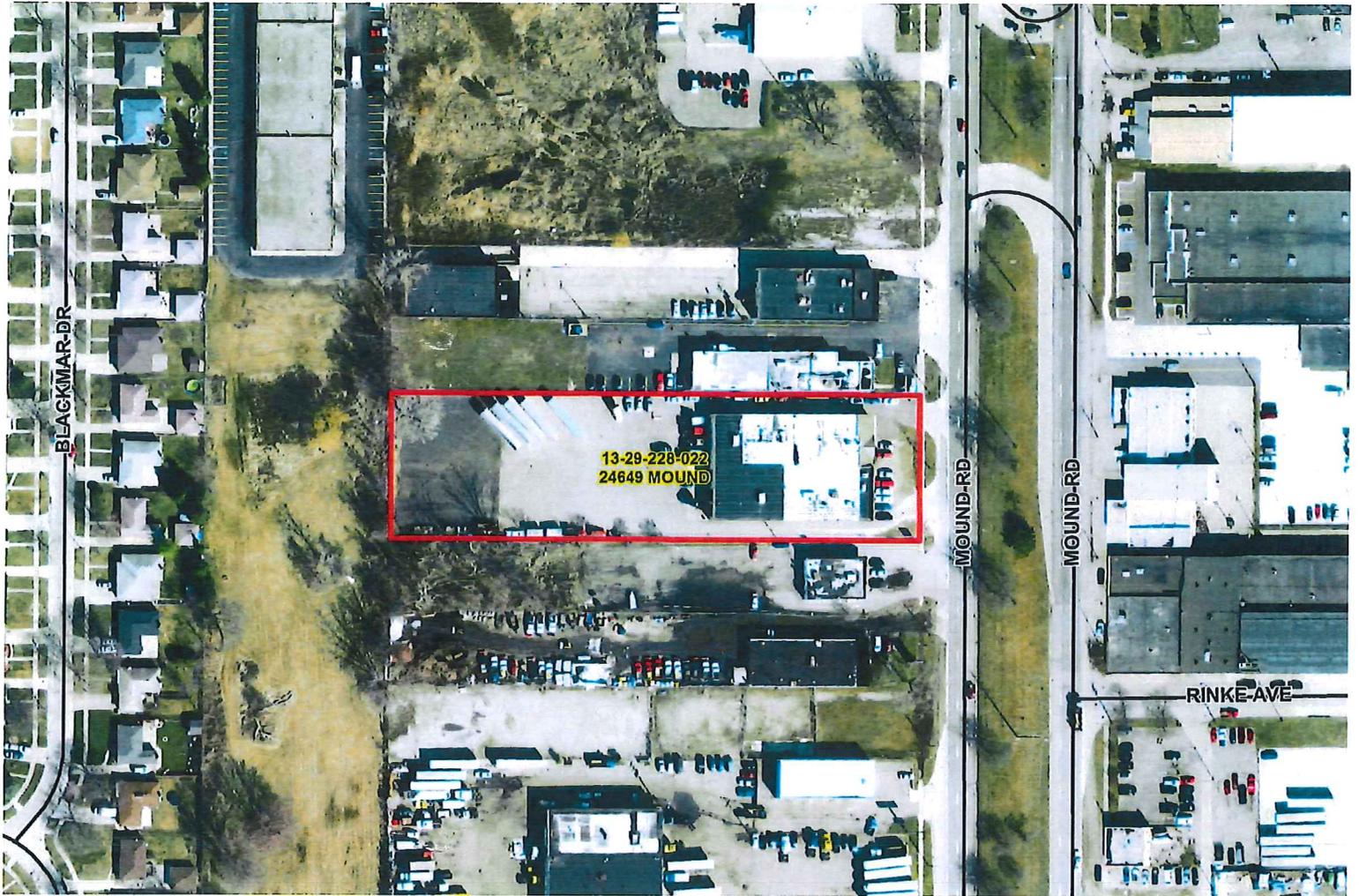
E. SITE PLAN FOR PARKING LOT ADDITION; located on the northeast corner of Dodge Avenue and Sherwood Avenue; 22930 Sherwood Avenue; Section 33; Jeffrey Brodsky. **TABLED**

Secretary McClanahan – This is to advise you that I am requesting that the above mentioned agenda item be tabled until Monday, October 5<sup>th</sup>, 2015. I made a verbal request to Dewan Hassan of your office who provided me that alternate date. If you have any questions please contact me. Thanks for your cooperation in this matter. Jeff Brodsky, Manager.

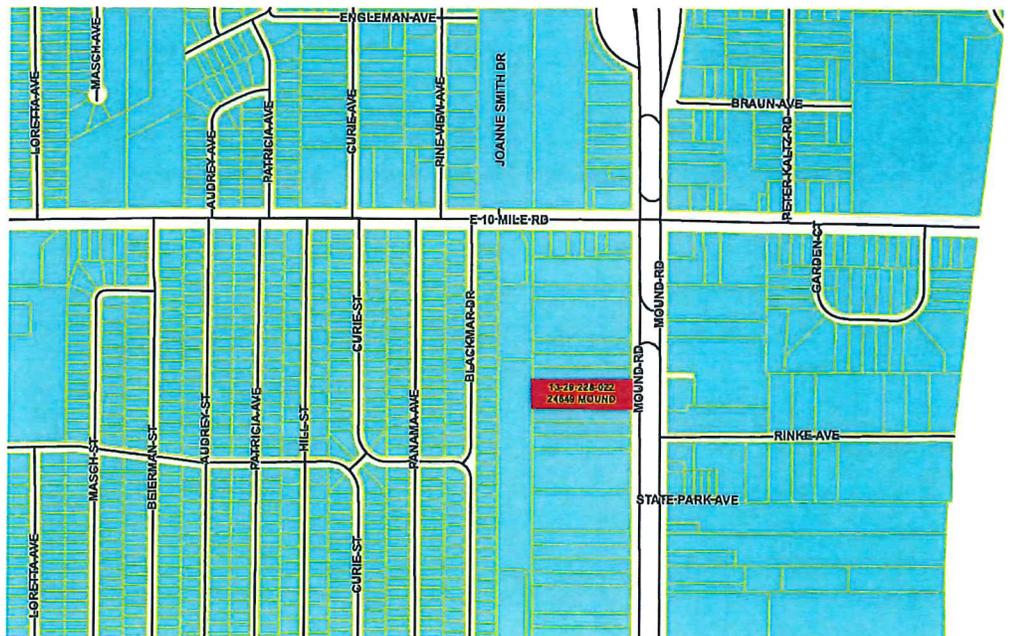
MOTION:

A motion was made by Vice Chair Kupiec to table, supported by Commissioner Vinson.

**SITE PLAN AND SPECIAL LAND USE APPROVAL FOR AIR-SOFT GAMING FACILITY AND SEMI-TRUCK STORAGE PARKING; to be located on the west side of Mound Road, approximately 846 feet south of Ten Mile Road; 24649-B Mound Road; Section 29; Wojtunicki Real Estate Holdings, LLC (Tim Storey)**



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





July 21, 2015

**PLANNING DEPARTMENT**

**ONE CITY SQUARE, SUITE 315  
WARREN, MI 48093-5283  
(586) 574-4687  
FAX (586) 574-4645  
[www.cityofwarren.org](http://www.cityofwarren.org)**

**TO:** Scott C. Stevens, Secretary  
Warren City Council

**FROM:** Planning Commission

**RE:** SUBDIVISION LOT SPLIT; Request one lot into two lots; Lot 301 (13-34-153 021) in Piper's Second Van Dyke Farms Subdivision; located on the north side of Studebaker Avenue, approximately 338 ft. east of Van Dyke Avenue to be split into two parcels; Section 34; George Barnes (RDG FUND-5 LLC) 8067 Studebaker.

At a public hearing held on February 24, 2014, the Planning Commission adopted a resolution recommending to the City Council that the above-described lot split request be approved, subject to the conditions in the attached letter to the petitioner.

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

Please schedule this matter for formal action by the City Council. If you have any questions or need additional information, please contact the Planning Director, Ronald Wuerth.

Thank you for your cooperation in this matter.

Respectfully submitted,

Read and Concur:

Handwritten signature of Jason McClanahan in black ink.

Jason McClanahan  
Commission Secretary

Handwritten signature of James R. Fouts in black ink, written over a horizontal line.

James R. Fouts  
Mayor

/jah  
Attachments



June 26, 2015

**FILE COPY**

George Barnes  
RDG Fund – 5 RCR LLC  
7700 Second Ave, Ste 300  
Detroit, MI 48202

**PLANNING DEPARTMENT**

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

RE: SUBDIVISION LOT SPLIT; Request one lot into two lots; Lot 301 (13-34-153-021) in Piper's Second Van Dyke Farms Subdivision; located on the north side of Studebaker Avenue, approximately 338 ft. east of Van Dyke Avenue to be split into two parcels; Section 34; George Barnes (RDG FUND-5 LLC) 8067 Studebaker.

Dear Mr. Barnes:

At its public hearing of June 22, 2015, the City of Warren Planning Commission voted to APPROVE the above-described site plan use, subject to the standard conditions of the Planning Commission and more specifically:

1. The following variances would need to be obtained from the Zoning Board of Appeals prior to review before the City Council:

**8067 Studebaker-**

- a) Section 7.03 – Create a non-conforming parcel at one hundred and nine (109) ft. in length with a width of forty (40) ft.
- b) Section 7.08 – To retain the residence at less than thirty five (35) ft. from the north (rear) lot line.
- c) Section 7.06 – To retain the residence at less than two (2) feet from the east lot line.
- d) Section 4D.07 – To retain the fence that encroaches more than twenty five (25) ft. from the front setback.

NOTE: The non-conforming fence should be removed as it is not necessary for the use, preservation, and enjoyment of the property. Any variance granted should be the minimum required.

**8075 Studebaker-**

- a) Section 7.03 – Create a non-conforming parcel at one hundred and nine (109) ft. in length with a width of forty (40) ft.
- b) Section 7.05 – To retain the residence at less than twenty one (21) ft. from the south (front) lot line.

- c) Section 7.06 – To retain the residence at less than two (2) feet from the East property lot line.
  - d) Section 7.04 - The combined square footage of the residence and the accessory structure would exceed 30% lot coverage.
2. Approval of City Council shall be obtained. City Council approval shall become effective upon compliance with all conditions listed. The petitioner shall complete the conditions within one (1) year.
  3. The garage located in the rear of 8075 Studebaker encroaches on the 10 ft. wide public utility easement. The petitioner would be required to vacate the south 1.1 ft. part of the 5 ft. wide utility easement in which the garage is located.
  4. The petitioner must provide the Planning Department with documentation indicating that all conditions as assigned are completed. The department then notifies the City Clerk that a certified copy of the resolution shall be recorded with the Macomb County Register of Deeds.

And furthermore recommendations were received from the following divisions and departments:

**TAXES:** No Delinquent Taxes.

**ENGINEERING:** Approved.

**FIRE:** Approved.

**ZONING:** The Zoning Bureau reviewed the proposed site plan and the following items do not comply with the Zoning Ordinance:

**8067 Studebaker-**

- a. Section 7.03 – Create a non-conforming parcel at one hundred and nine (109) ft. in length with a width of forty (40) ft.
- b. Section 7.08 – To retain the residence at less than thirty five (35) ft. from the north (rear) lot line.
- c. Section 7.06 – To retain the residence at less than two (2) feet from the East lot line.
- d. Section 7.07 – To retain the residence at less than two (2) feet from the east lot line.
- e. Section 4D.07 – Non-conforming fence in front yard setback. (The non-conforming fence should be removed as it is not necessary for the use, preservation, and enjoyment of the property and any variance granted should be the minimum required).

**8075 Studebaker-**

- a. Section 7.03 – Create a non-conforming parcel at one hundred and nine (109) ft. in length with a width of forty (40) ft.
- b. Section 7.05 – To retain the residence at less than twenty one (21) ft. from the south (front) lot line.
- c. Section 7.06 – To retain the residence at less than two (2) feet from the East lot line.
- d. Section 7.07 – To retain the residence at less than two (2) feet from the East and West property lot lines.
- e. Section 7.04 - The combined square footage of the residence and the accessory structure would exceed 30% lot coverage.
- f. Remove the wood fence attached to the cyclone fence at south-west corner garage.

DTE: Approved

Upon completion of the following items we will forward your site plan to the Building Division so that they may process the necessary permits:

1. **The following variances would need to be obtained from the Zoning Board of Appeals prior to review before the City Council:**

**8067 Studebaker-**

- a) **Section 7.03 – Create a non-conforming parcel at one hundred and nine (109) ft. in length with a width of forty (40) ft.**
- b) **Section 7.08 – To retain the residence at less than thirty five (35) ft. from the north (rear) lot line.**
- c) **Section 7.06 – To retain the residence at less than two (2) feet from the east lot line.**
- d) **Section 4D.07 – To retain the fence that encroaches more than twenty five (25) ft. from the front setback.**

**NOTE: The non-conforming fence should be removed as it is not necessary for the use, preservation, and enjoyment of the property. Any variance granted should be the minimum required.**

**8075 Studebaker-**

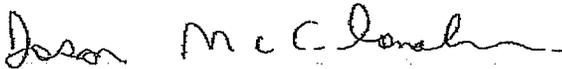
- a) **Section 7.03 – Create a non-conforming parcel at one hundred and nine (109) ft. in length with a width of forty (40) ft.**

- b) **Section 7.05 – To retain the residence at less than twenty one (21) ft. from the south (front) lot line.**
  - c) **Section 7.06 – To retain the residence at less than two (2) feet from the East property lot line.**
  - d) **Section 7.04 - The combined square footage of the residence and the accessory structure would exceed 30% lot coverage.**
2. **Approval of City Council shall be obtained. City Council approval shall become effective upon compliance with all conditions listed. The petitioner shall complete the conditions within one (1) year.**
  3. **The garage located in the rear of 8075 Studebaker encroaches on the 10 ft. wide public utility easement. The petitioner would be required to vacate the south 1.1 ft. part of the 5 ft. wide utility easement in which the garage is located.**
  4. **The petitioner must provide the Planning Department with documentation indicating that all conditions as assigned are completed. The department then notifies the City Clerk that a certified copy of the resolution shall be recorded with the Macomb County Register of Deeds.**

Pursuant to Section 22.16 B.6 of the Zoning Ordinance the approved site plan shall be valid for a period of two (2) years from the date of approval, after which time it will be automatically revoked if building permits have not been issued. It should be noted, however, that an extension for a period of up to one (1) year may be granted by the Planning Commission if the petitioner notifies the Planning Commission, in writing, at least sixty (60) days prior to the expiration date.

Should you have any questions, please do not hesitate to contact our office at 586-574-4687.

Sincerely,



Jason McClanahan  
Commission Secretary

/jah

Enclosure

cc: Mayor James R. Fouts  
Assistant City Attorney  
Richard Sabaugh, Public Service Director  
Lynne Martin, Zoning Department  
Daniel Simpson, Fire Department  
Ronald F. Wuerth, Planning Director

**RESOLUTION TO SPLIT PROPERTY LOCATED ON  
THE NORTH SIDE OF STUDEBAKER AVENUE, APPROXIMATELY  
338 FEET EAST OF VAN DYKE AVENUE  
8067 STUDEBAKER AVENUE  
PARCEL ID NO. 13-34-153-021**

WHEREAS, RDG FUND-5 RCR LLC, owner of property located on the north side of Studebaker Avenue, approximately 338 ft. east of Van Dyke Avenue, has petitioned the City of Warren to split the following described subdivision lot, to wit:

A parcel of land located on the north side of Studebaker Avenue, approximately 338 ft. east of Van Dyke Avenue; Section 34; City of Warren, Macomb County, Michigan. Parcel identification number 13-34-153-021 and more particularly described as follows:

The east 20 ft. of Lot 300 and the west 60 ft. of Lot 301, Piper's Second Van Dyke Farms Subdivision, Liber 3, Page 115, Macomb County records.

Be split as follows:

(Parcel No. 13-34-153-021, commonly known as 8067 Studebaker Avenue)

Description of Parcel "A":

The east 20 ft. of Lot 300 and the west 60 ft. of Lot 301, Piper's Second Van Dyke Farms Subdivision, Liber 3, Page 115, Macomb County Records.

Description of Parcel "B":

The east 40 ft. of the west 60 ft. of Lot 301, Piper's Second Van Dyke Farms Subdivision, Liber 3, Page 115, Macomb County Records.

The Planning Commission held a public hearing on June 22, 2015 and adopted a Resolution recommending to the City Council that the requested lot split be approved subject to the standard conditions adopted June 22, 2015.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Warren recommends that the petition to split the above-referenced subdivision lots, as aforesaid, be approved subject to the standard conditions of the Planning Commission and more specifically:

1. The following variances would need to be obtained from the Zoning Board of Appeals prior to review before the City Council:

**8067 Studebaker-**

- a) Section 7.03 – Create a non-conforming parcel at one hundred and nine (109) ft. in length with a width of forty (40) ft.
- b) Section 7.08 – To retain the residence at less than thirty five (35) ft. from the north (rear) lot line.
- c) Section 7.06 – To retain the residence at less than two (2) feet from the east lot line.
- d) Section 4D.07 – To retain the fence that encroaches more than twenty five (25) ft. from the front setback.

NOTE: The non-conforming fence should be removed as it is not necessary for the use, preservation, and enjoyment of the property. Any variance granted should be the minimum required.

**8075 Studebaker-**

- a) Section 7.03 – Create a non-conforming parcel at one hundred and nine (109) ft. in length with a width of forty (40) ft.
- b) Section 7.05 – To retain the residence at less than twenty one (21) ft. from the south (front) lot line.
- c) Section 7.06 – To retain the residence at less than two (2) feet from the East property lot line.

- d) Section 7.04 - The combined square footage of the residence and the accessory structure would exceed 30% lot coverage.
2. Approval of City Council shall be obtained. City Council approval shall become effective upon compliance with all conditions listed. The petitioner shall complete the conditions within one (1) year.
  3. The garage located in the rear of 8075 Studebaker encroaches on the 10 ft. wide public utility easement. The petitioner would be required to vacate the south 1.1 ft. part of the 5 ft. wide utility easement in which the garage is located.
  4. The petitioner must provide the Planning Department with documentation indicating that all conditions as assigned are completed. The department then notifies the City Clerk that a certified copy of the resolution shall be recorded with the Macomb County Register of Deeds.

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

NAYS: Councilmember \_\_\_\_\_

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

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



6.f) LOT SPLIT; 1 lot into 2 lots  
Section 34  
George Barnes/RDG Fund-5, LLC  
June 22, 2015  
Page 1

## FINDINGS

1. The petitioner is requesting that lot 301 of Pipers Second Van Dyke Subdivision located on the north side of Studebaker Avenue approximately 338 ft. east of Van Dyke Avenue be split with the west 20 ft. of lot 301 combined with the east 20 ft. of lot 300 and combine the east 40 ft. of the west 60 ft. of lot 301. The purpose of the lot split is to define two separate subdivision lots for individual ownership.
2. **CHARACTERISTICS OF THE PROPERTY IN QUESTION CAN BE SUMMARIZED AS FOLLOWS:**
  - a) **SIZE AND DIMENSIONS OF THE PARENT PARCEL:** A rectangular shaped parcel measuring approx. 80 ft. x 109 ft. and containing 8,720 sq. ft. with 80 ft. of frontage along Studebaker Avenue.; the east 20 ft. of Lot 300 and the east 40 ft. of the west 60 ft. of Lot 301 of Pipers Second Van Dyke Farms Subdivision.
  - b) **PRESENT USE:** Two single family dwellings.
  - c) **PRESENT ZONING:** R-1-C, One Family Residential District.

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

### 3. **CURRENT STATUS OF APPLICATION**

- a) Chapter 35 Subdivision Regulations, Article II Platting procedure and data required; Section 35-26 of the Code of Ordinances requires the Planning Commission to review proposed lot splits for the purpose of amending the subdivision plat and to make recommendations to the Board of Appeals, if necessary, and the City Council.
- b) The present hearing will be the initial formal review of this application by the Planning Commission.
- c) On June 18, 1966 a homeowner's building permit application, permit number 71447, was submitted to the Building Division for 8067 Studebaker Avenue.
- d) On July 18, 1917 the Macomb County Register of Deeds recorded the plat of Piper's Second Van Dyke Farms Subdivision in Liber 3 of Plats on Page 115.

The majority of the lots were platted with 80 ft. lot widths.

6.f) LOT SPLIT; 1 lot into 2 lots  
Section 34  
George Barnes/RDG Fund-5, LLC  
June 22, 2015  
Page 2

- e) Notice letters were sent to the local school district, all City of Warren departments and divisions and affected utilities. Letters have been received from Fire Dept., Building Director, and Detroit Edison.

**4. GENERAL DESCRIPTION OF SURROUNDING PROPERTIES IS AS FOLLOWS:**

- a) The property to the north is zoned R-1-C and contains a single family dwelling on a 50 ft. wide lot.
- b) The property to the east is zoned R-1-C and contains a single family dwelling on a 40 ft. wide lot.
- c) The property to the south is zoned R-1-C and contains a single family dwelling on a 40 ft. wide lot
- d) The property to the west is zoned R-1-C and contains a single family dwelling on a 40 ft. wide lot.

**5. THE PLOT PLAN SUBMITTED BY THE PETITIONER INDICATES THAT:**

- a) Parcel A would be the east 20 ft. of Lot 300 and west 20 ft. of Lot 301, being rectangular in shape measuring 40 ft. x 109 ft. and containing 4,360 sq. ft. This parcel contains a single story single family dwelling measuring 696 sq. ft.
- b) Parcel B would be the east 40 ft. of the west 60 ft. of Lot 301, being rectangular in shape measuring 40 ft. x 109 ft. and containing 4,360 sq. ft. This parcel contains a single story single family dwelling measuring 955 sq. ft. and a garage measuring 415 sq. ft.
- c) The following public utility easement is indicated on the plot plan:

A ten (10) ft. easement (5 ft. on either side of the rear property line) for public utilities abutting the rear property lines of Lots 285 through 292 and Lots 298 through 305 of Piper's Second Van Dyke Farms Subdivision.

- 1) By subdividing the lot the existing structures will create non-conformities with the current zoning ordinance. To be brought into conformance approval of the Zoning Board of Appeals would be required for the following items:

**8067 Studebaker-**

- a) Section 7.03 – Create a non-conforming parcel at one hundred and nine (109) ft. in length with a width of forty (40) ft.

6.f) LOT SPLIT; 1 lot into 2 lots

Section 34

George Barnes/RDG Fund-5, LLC

June 22, 2015

Page 3

- b) Section 7.08 – To retain the residence at less than thirty five (35) ft. from the north (rear) lot line.
- c) Section 7.06 – To retain the residence at less than two (2) feet from the East lot line.
- d) Section 4D.07 – To retain the fence that encroaches more than twenty five (25) ft. from the front setback.

The non-conforming fence should be removed as it is not necessary for the use, preservation, and enjoyment of the property. Any variance granted should be the minimum required.

**8075 Studebaker-**

- a) Section 7.03 – Create a non-conforming parcel at one hundred and nine (109) ft. in length with a width of forty (40) ft.
- b) Section 7.05 – To retain the residence at less than twenty one (21) ft. from the south (front) lot line.
- c) Section 7.06 – To retain the residence at less than two (2) feet from the East lot line.
- d) Section 7.04 - The combined square footage of the residence and the accessory structure would exceed 30% lot coverage.
- e) Remove the wood fence attached to the cyclone fence at south-west corner garage.

NOTE: The garage located in the rear of 8075 Studebaker encroaches on the 10 ft. wide public utility easement. The petitioner would be required to vacate the south 1.1 ft. part of the 5 ft. wide utility easement in which the garage is located.

6.f) LOT SPLIT; 1 lot into 2 lots  
Section 34  
George Barnes/RDG Fund-5, LLC  
June 22, 2015  
Page 4

### **RECOMMENDATION**

It is recommended that the lot split be APPROVED CONDITIONALLY subject to the standard conditions of the Planning Commission and more specifically:

1. The following variances would need to be obtained from the Zoning Board of Appeals prior to review before the City Council:

#### **8067 Studebaker-**

- a) Section 7.03 – Create a non-conforming parcel at one hundred and nine (109) ft. in length with a width of forty (40) ft.
- b) Section 7.08 – To retain the residence at less than thirty five (35) ft. from the north (rear) lot line.
- c) Section 7.06 – To retain the residence at less than two (2) feet from the east lot line.
- d) Section 4D.07 – To retain the fence that encroaches more than twenty five (25) ft. from the front setback.

NOTE: The non-conforming fence should be removed as it is not necessary for the use, preservation, and enjoyment of the property. Any variance granted should be the minimum required.

#### **8075 Studebaker-**

- a) Section 7.03 – Create a non-conforming parcel at one hundred and nine (109) ft. in length with a width of forty (40) ft.
  - b) Section 7.05 – To retain the residence at less than twenty one (21) ft. from the south (front) lot line.
  - c) Section 7.06 – To retain the residence at less than two (2) feet from the East property lot line.
  - d) Section 7.04 - The combined square footage of the residence and the accessory structure would exceed 30% lot coverage.
2. Approval of City Council shall be obtained. City Council approval shall become effective upon compliance with all conditions listed. The petitioner shall complete the conditions within one (1) year.

6.f) LOT SPLIT; 1 lot into 2 lots  
Section 34  
George Barnes/RDG Fund-5, LLC  
June 22, 2015  
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3. The garage located in the rear of 8075 Studebaker encroaches on the 10 ft. wide public utility easement. The petitioner would be required to vacate the south 1.1 ft. part of the 5 ft. wide utility easement in which the garage is located.
4. The petitioner must provide the Planning Department with documentation indicating that all conditions as assigned are completed. The department then notifies the City Clerk that a certified copy of the resolution shall be recorded with the Macomb County Register of Deeds.

And furthermore recommendations were received from the following divisions and departments:

**TAXES:** No Delinquent Taxes.

**ENGINEERING:** Approved.

**FIRE:** Approved.

**ZONING:** The Zoning Bureau reviewed the proposed site plan and the following items do not comply with the Zoning Ordinance:

**8067 Studebaker-**

- a. Section 7.03 – Create a non-conforming parcel at one hundred and nine (109) ft. in length with a width of forty (40) ft.
- b. Section 7.08 – To retain the residence at less than thirty five (35) ft. from the north (rear) lot line.
- c. Section 7.06 – To retain the residence at less than two (2) feet from the East lot line.
- d. Section 7.07 – To retain the residence at less than two (2) feet from the east lot line.
- e. Section 4D.07 – Non-conforming fence in front yard setback. (The non-conforming fence should be removed as it is not necessary for the use, preservation, and enjoyment of the property and any variance granted should be the minimum required).

**8075 Studebaker-**

- a. Section 7.03 – Create a non-conforming parcel at one hundred and nine (109) ft. in length with a width of forty (40) ft.

6.f) LOT SPLIT; 1 lot into 2 lots  
Section 34  
George Barnes/RDG Fund-5, LLC  
June 22, 2015  
Page 6

- b. Section 7.05 – To retain the residence at less than twenty one (21) ft. from the south (front) lot line.
- c. Section 7.06 – To retain the residence at less than two (2) feet from the East lot line.
- d. Section 7.07 – To retain the residence at less than two (2) feet from the East and West property lot lines.
- e. Section 7.04 - The combined square footage of the residence and the accessory structure would exceed 30% lot coverage.
- f. Remove the wood fence attached to the cyclone fence at south-west corner garage.

**DTE:** Approved

## RESOLUTION

WHEREAS, RDG FUND-5 RCR LLC., owner of property located on the north side of Studebaker Avenue, approximately 338 ft. east of Van Dyke Avenue, has petitioned the Planning Commission of the City of Warren to split the following subdivision lot to-wit:

Parcel of land located on the north side of Studebaker Avenue approximately 338 ft. east of Van Dyke Avenue; Section 34; City of Warren, Macomb County Michigan. Parcel identification number 13-34-153-021 and more particularly described as:

The east 20 ft. of Lot 300 and the west 60 ft. of Lot 301, Piper's Second Van Dyke Farms Subdivision, Liber 3, Page 115, Macomb County Records.

be split as follows:

(Parcel A)

The east 20 ft. of Lot 300 and the west 20 ft. of Lot 301, Piper's Second Van Dyke Farms Subdivision, Liber 3, Page 115, Macomb County Records; and also:

(Parcel B)

The east 40 ft. of the west 60 feet of Lot 301, Piper's second Van Dyke Farms Subdivision, Liber 3, Page 115, Macomb County Records.

AND WHEREAS, the City of Warren, a municipal corporation pursuant to Granted under Act No. 288 of the Public Acts of 1967 (the Subdivision Control Act of 1967) as amended by the Land Division Act P. A. 591 of 1996, provides that no lot, outlot, or other parcel of land in a recorded plat shall be further partitioned or divided unless in conformity with the ordinances of the municipality;

AND WHEREAS, the Planning Commission of the City of Warren has held a hearing thereon Monday the 22nd day of June 22, 2015, at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan, and has considered the request of RDG FUND-5 LLC., that the above described property be spilt, and has considered the objections raised thereto:

NOW THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Warren does hereby recommend to the Council of the City of Warren that the petition to split the above-described lot, as aforesaid, be approved provided:

It is recommended that the lot split be APPROVED subject to the standard conditions of the Planning Commission and more specifically:

1. The following variances would need to be obtained from the Zoning Board of Appeals prior to review before the City Council:

**8067 Studebaker-**

- a) Section 7.03 – Create a non-conforming parcel at one hundred and nine (109) ft. in length with a width of forty (40) ft.
- b) Section 7.08 – To retain the residence at less than thirty five (35) ft. from the north (rear) lot line.
- c) Section 7.06 – To retain the residence at less than two (2) feet from the east lot line.
- d) Section 4D.07 – To retain the fence that encroaches more than twenty five (25) ft. from the front setback.

NOTE: The non-conforming fence should be removed as it is not necessary for the use, preservation, and enjoyment of the property. Any variance granted should be the minimum required.

**8075 Studebaker-**

- a) Section 7.03 – Create a non-conforming parcel at one hundred and nine (109) ft. in length with a width of forty (40) ft.
- b) Section 7.05 – To retain the residence at less than twenty one (21) ft. from the south (front) lot line.
- c) Section 7.06 – To retain the residence at less than two (2) feet from the East property lot line.
- d) Section 7.04 - The combined square footage of the residence and the accessory structure would exceed 30% lot coverage.

2. Approval of City Council shall be obtained. City Council approval shall become effective upon compliance with all conditions listed. The petitioner shall complete the conditions within one (1) year.

3. The garage located in the rear of 8075 Studebaker encroaches on the 10 ft. wide public utility easement. The petitioner would be required to vacate the south 1.1 ft. part of the 5 ft. wide utility easement in which the garage is located.
4. The petitioner must provide the Planning Department with documentation indicating that all conditions as assigned are completed. The department then notifies the City Clerk that a certified copy of the resolution shall be recorded with the Macomb County Register of Deeds.

RESOLUTION adopted at the meeting of June 22, 2015

PLANNING COMMISSION OF THE CITY OF WARREN

*Jocelyn Howard*

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Jocelyn Howard, Chairperson

*Jason McClanahan*

---

Jason McClanahan, Secretary

- F. SUBDIVISION LOT SPLIT; Request one lot into two lots; Lot 301 (13-34-153-021) in Piper's Second Van Dyke Farms Subdivision; located on the north side of Studebaker Avenue, approximately 338 ft. east of Van Dyke Avenue to be split into two parcels; Section 34; George Barnes (RDG FUND-5 LLC) 8067 Studebaker.

PETITIONERS PORTION:

Mr. Syed Mohsin – I representing RDG Fund 5-LLC we filed to split the lot on 8067 Studebaker into two lots of 40 ft.

Secretary McClanahan reads the correspondence as follows:

**TAXES:** No Delinquent Taxes.

**ENGINEERING:** Approved.

**FIRE:** Approved.

**ZONING:** The Zoning Bureau reviewed the proposed site plan and the following items do not comply with the Zoning Ordinance:

**8067 Studebaker –**

- A. Section 7.03 – Create a non-conforming parcel at one hundred and nine (109) ft. in length with a width of forty (40) ft.
- B. Section 7.08 – To retain the residence at less than thirty five (35) ft. from the north rear lot line.
- C. Section 7.06 – To retain the residence at less than two (2) ft. from the east lot line.
- D. Section 7.07 – To retain the residence at less than two (2) feet from the east lot line.
- E. Section 4D.07 – Non-conforming fence in front yard setback. (The non-conforming fence should be removed as it is not necessary for the use, preservation and enjoyment of the property and any variance granted should be the minimum required).

**8075 Studebaker –**

- A. Section 7.03 – Create a non-conforming parcel at one hundred and nine (109) ft. in length with a width of forty (40) ft.
- B. Section 7.05 – To retain the residence at less than twenty one (21) ft. from the south front lot line.
- C. Section 7.06 – To retain the residence at less than two (2) ft. from the east lot line.
- D. Section 7.07 - To retain the residence at less than two (2) feet from the east and west property lot lines.
- E. Section 7.04 – The combined square footage of the residence and the accessory structure would exceed 30% lot coverage.
- F. Remove the wood fence attached to the cyclone fence at south-west corner garage.

**DTE:** Approved.

Ms. Michelle Katopodes reads the recommendation of the Staff:

Mary Clark CER-6819  
June 22<sup>nd</sup>, 2015

Secretary McClanahan – Reading letter of Authorization to Represent.

To Whom It May Concern: This is a letter authorizing Mr. Syed Mohsin to represent RDG Fund-5 RCR LLC in the lot split meeting. I will be unable to join you, however Mr. Mohsin has been properly informed of all the important things which I wish to bring up in the meeting. Thank you for your understanding. Sincerely Gideon Pfeffer, Authorized Agent RDG Fund-5 RCR LLC>

MOTION:

A motion was made by Commissioner Rob to approve, supported by Vice Chair Kupiec.

COMMISSIONERS PORTION:

Assistant Secretary Smith – What is the purpose of having this lot split combination?

Mr. Syed Mohsin – This RDG is an investment firm, we acquire properties in the City of Warren and rehab and find tenants. So when we purchased this property we had the idea that it was already separate properties but after buying the properties we came to know that these are not actually separate properties. So for the purpose of our business we need the lot separated into two different properties.

Assistant Secretary Smith – Looking at the drawing it's showing the one side is 20 feet west of the remainder lot of 300 and the other one is remainder lot 301 so it's two separate lots and they are splitting them down the middle, I'm just trying to understand the drawing a little bit. They are trying to combine part of lot 301 and part of 300 to make one lot, one parcel?

Mr. Wuerth – They are making two (2) forty foot lots. If you want to call somewhat in conformance with the way lots are laid out up and down that street. What's interesting is they started out as 80 foot wide lots and over time they all became split into forties, smaller lots.

Chair Howard – Within your recommendation you put approve conditionally there was no explanation there can you share with me why you would like to have a conditional approval sir?

Mr. Wuerth – Conditional approval has to do with the variances that need to be approved first those are conditions. So that's why it's set it's just not straight approval.

Commissioner Rob – So it will go to the City Council just for review or does it have to go to the City Council for voting also?

Mr. Wuerth – For approval. It will have to go to the Zoning Board of Appeals first to bring it into compliance and then it will move on assuming they get the variances then it would move onto the City Council.

Commissioner Rob – Thank you.

Chair Howard – Initially they were 80 foot lots?

Mr. Wuerth – That's how the original subdivision was platted and then over time it went to 40.

Vice Chair Kupiec – From what Mr. Wuerth said this vote will now become a conditional vote?

Chair Howard – Based on the Zoning Board of Appeals.

Vice Chair Kupiec – So we have to change our recommendation for a vote?

Chair Howard – No sir I don't believe we do, I believe that once we take a vote here it will go to the Zoning Board of Appeals they in turn will make a determination on whether or not they can have this lot split accurately and then it will proceed from there.

Vice Chair Kupiec – So our vote does not have to be on a conditional approval?

Ms. Caitlin Murphy – Under chapter 35-27D3 the proposed division cannot render an existing structure to not comply with the zoning ordinance so they have to go to the Zoning Board of Appeals. So you do a conditional approval based on the Zoning Board of Appeals then it goes to City Council, but you can't approve it unless the ZBA approves it, so it's conditioned on the ZBA's approval of the variances.

Vice Chair Kupiec – So therefore our vote should be on a conditional approval our original vote was just on a straight approval?

Ms. Caitlin Murphy – All of your votes have these conditions attached to them so you're voting to approve with the recommended conditions that Ron gets.

Chair Howard – And Mr. Vice Chair if you would prefer for us to have a conditional approval within our language I believe that’s appropriate, we can make that a conditional approval.

Vice Chair Howard – Based on what we heard Mr. Wuerth say I think we should make it a conditional approval.

Chair Howard – We’ll make it a conditional approval. The maker of the motion was Commissioner Rob do you agree sir?

Commissioner Rob – I think it’s already stated there, so you understand you have to go to the Zoning Board of Appeals that’s why we are putting it as a conditional approval.

Mr. Syed Mohsin – We have already filed variance so I think we are awaiting approval there is that the condition?

Commissioner Rob – Yes that’s the condition, yes I’m good with that.

Chair Howard – Thank you so much gentlemen, that was a motion by Commissioner Rob supported by Vice Chair Kupiec.

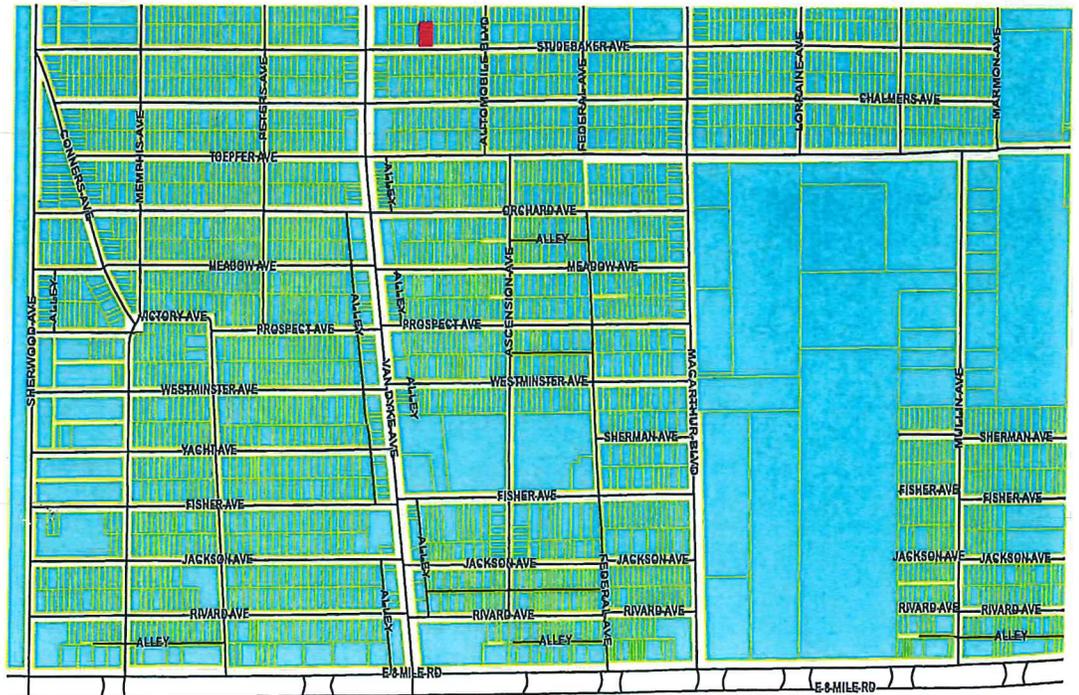
ROLL CALL:

The motion carried as follows:

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

- G. AMENDMENT TO ORDINANCE NO. 30; APPENDIX A, ZONING;  
Article 11, Definitions for Medical Marijuana Growing Facility and/or dispensary and other related definitions; Article IV, Section 4.01 minor changes for readability and a revision regarding a misdemeanor to operate a business that violates an applicable law; Article V, Section 5.01 restricting patients to legally use, cultivate and/or process marijuana for their personal use in residential or commercial zones; Article XVII, Section 17.0 restricting Medical Marijuana Growing Facility and/or dispensary to locational criteria from certain uses, limitations by all applicable laws, patient hours and indoor operation. Further the facilities are subject to inspections,

**SUBDIVISION LOT SPLIT;** Request one lot into two lots; lot 301 (13-34-153-021) in Piper's Second Van Dyke Farms Subdivision; located on the north side of Studebaker Avenue, approximately 338 feet east of Van Dyke Avenue to be split into two parcels; Section 34; George Barnes (RDG FUND-5 LLC)8067 Studebaker



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



**COMMUNITY DEVELOPMENT**

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

August 3, 2015

TO: Scott C. Stevens, Council Secretary

RE: Resolution for 11114 Stephens (House Demolition) Nuisance Abatement

The approval of a resolution is necessary for collection proceedings relating to the removal of a house at 11114 Stephens which is under the nuisance abatement program.

Attached, please find the appropriate resolutions 1& 2. Please place on the consent agenda August 11, 2015 for a public hearing August 25, 2015 to review and confirm Special Assessment Roll No. 468.

Thank you for your cooperation in this matter.

Sincerely,

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

Lark L. Samouelian  
Community Development Director

Read and Approved as to Form:

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

City Attorney's Office

Read and Concur:

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

James R. Fouts, Mayor

**1st SAR Nuisance Resolution  
11114 Stephens (13-27-401-014)**

RESOLUTION

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

PRESENT: Councilmember: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Councilmember: \_\_\_\_\_

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

The Nuisance Abatement Board of Appeals held a public appeal hearing on the nuisance determination and adopted a resolution upholding the determination that a nuisance existed upon the following described property:

**Parcel No. 13-27-401-014 also known as 11114 Stephens Lots 26 and 27, including ½ of the adjacent vacated public alley-Dalby and Campbell Van Dyke Subdivision, as recorded in Liber 7, Page 24 of Plats, Macomb County Records.**

**Owner(s): Brenda Gentry**

The Nuisance Abatement Board of Appeals ordered abatement of the nuisance within **60 days** of the hearing and if the nuisance was not abated within the limit, the Nuisance Abatement Board of

Appeals directed the Director of Public Service to direct the removal of said nuisance; The City Clerk has notified the owners of the property of the Nuisance Abatement Board of Appeals resolution and order of removal;

The owners of the property had not removed the nuisance within the time period prescribed by the Nuisance Abatement Board of Appeals;

Community Development obtained removal of the nuisance by demolition pursuant to the resolution of the Nuisance Abatement Board of Appeals;

Community Development has filed this report of the work done and the expenses incurred in the abatement of the nuisance.

NOW, THEREFORE, IT IS RESOLVED, that the City Council determines that the following charges shall be levied as a special assessment against the property indicated:

<u>PROPERTY</u>	<u>CHARGES</u>
Parcel No. 13-27-401-014 also known as 11114 Stephens	\$ 14,296.50

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

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

IT IS FURTHER RESOLVED, that when the special assessment roll has been compiled and certified by the City Assessor, the City Assessor shall file the roll with the City Clerk who shall give notice by certified mail to the owners of the property upon which the charges are levied. Such notice shall state the basis for the assessment, the amount thereof; the property affected, and give until the 25<sup>th</sup> day of August, 2015, for payment to be made. Said notice shall further state that if payment is not made before the 25<sup>th</sup> day of August, 2015, a public hearing shall be held August 25, 2015 before the City

Council in the Council Chamber of the Community Center, 5460 Arden, Warren, Michigan 48092 at 7:00 p.m. Eastern \_\_\_\_\_ Time, for the purpose of hearing any objections to said special assessment roll as prepared.

AYES: Councilmember: \_\_\_\_\_  
\_\_\_\_\_

NAYS: Councilmember: \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Scott C. Stevens  
Council Secretary  
Mayor Pro Tem

CERTIFICATION

STATE OF MICHIGAN )  
                                  )SS.  
COUNTY OF MACOMB )

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

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

**2nd SAR Nuisance Resolution  
11114 Stephens (13-27-401-014)**

RESOLUTION

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

PRESENT: Councilmember: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Councilmember: \_\_\_\_\_

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

By resolution adopted \_\_\_\_\_, the City Council determined to levy a special assessment against the following described property;

The City Assessor has prepared a special assessment roll to levy a special assessment against the property indicated:

**PROPERTY**

**CHARGES**

**Parcel No. 13-27-401-014 also known as 11114 Stephens**

**\$ 14,296.50**

**Lots 26 and 27, including ½ of the adjacent vacated public alley-Dalby and Campbell Van Dyke Subdivision, as recorded in Liber 7, Page 24 of Plats, Macomb County Records.**

**Owner(s): Brenda Gentry**

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

The City Clerk has given notice by certified mail on \_\_\_\_\_ to the owners of the property upon which the charges are levied, stating the basis for the assessment, the amount, the property affected, and giving the property owners until the 25<sup>th</sup> day of August, 2015, for payment to be made;

Said payment has not been made and a public hearing having been held on August 25, 2015, and notice of said hearing having been given to the property owners in the notice as aforesaid;

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

SPECIAL ASSESSMENT NO. 468 - \$14,296.50

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





July 2, 2015

Scott C. Stevens, Council Secretary  
Mayor Pro Tem

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

**RE: Resolution for 8205 Eight Mile Nuisance Abatement**

Honorable Council Secretary:

The approval of a resolution is necessary for collection proceedings relating to the removal of a commercial building at 8205 Eight Mile which is under the nuisance abatement program.

Attached, please find the appropriate resolutions 1 and 2 and place on the **August 11th consent agenda** for a City Council Meeting **September 8, 2015** to review and confirm Special Assessment Roll No. 466.

Thank you for your cooperation in this matter.

Sincerely,

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

Richard D. Sabaugh, Director  
Department of Public Service

Read and Concur,

Approved:

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

Read and Concur,

Approved:

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

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



DEPARTMENT OF PUBLIC SERVICE

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

July 2, 2015

City Attorney:

RE: Vacant, dilapidated block commercial building (2,940 square feet).

**8205 Eight Mile**  
**13-34-358-020**

LOT 183, including ½ of the vacated ascension avenue adjacent to the side – A.J. Christe's Subdivision, as recorded in Liber 2, page 235 of Plats, Macomb County Records.

Interested Parties

Ibrahim Bazzi  
Macomb County Treasurer  
Peoples State Bank  
Corrigan 0.1 CO. NO 11

Please be advised that the nuisance at the above-noted location has been completed through efforts of the City as directed by the Nuisance Abatement Board of Appeals. Please institute collection proceedings including but not limited to any civil action which may be available.

Cost incurred by the City in effecting the abatement of this nuisance is as follows:

Demolition Bid # RFQ-W-PS162	\$14,900.00
Asbestos Survey	\$ 188.00
City Administrative Fees	<u>\$ 1,092.50</u>
Total	\$16,180.50

It is recommended these cost be charged to the property owner under proposed Special Assessment Roll No. 466. A Certificate of Abatement will be issued at a later date.

Sincerely,

Richard D. Sabaugh, Director  
Department of Public Service

cc: Mayor  
Division of Building  
Property Maintenance  
City Controller  
City Clerk  
City Assessor  
Treasurer

**1st SAR Nuisance Resolution  
8205 Eight Mile (13-34-358-020)**

**RESOLUTION**

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

PRESENT: Councilmember: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Councilmember: \_\_\_\_\_

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

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

**LOT 183, including 1/2 of the vacated ascension avenue adjacent to the side – A.J. Christe's Subdivision, as recorded in Liber 2, page 235 of Plats, Macomb County Records.**

**Owner(s): Ibrahim Bazzi  
Macomb County Treasurer  
Peoples State Bank  
Corrigan 0.1 CO. No 11**

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

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

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

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

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

<u>PROPERTY</u>	<u>CHARGES</u>
Parcel No. 13-34-358-020 also known as 8205 Eight Mile	\$16,180.50

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

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

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



**2nd SAR Nuisance Resolution  
8205 Eight Mile (13-34-358-020)**

RESOLUTION

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

PRESENT: Councilmember: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Councilmember: \_\_\_\_\_

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

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

**Parcel No. (13-34-358-020) also known as 8205 Eight Mile.**

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

**PROPERTY**

**CHARGES**

**Parcel No. 13-34-358-020 also known as 8205 Eight Mile**

**\$16,180.50**

LOT 183, including 1/2 of the vacated ascension avenue adjacent to the side – A.J. Christie's Subdivision, as recorded in Liber 2, page 235 of Plats, Macomb County Records.

**Owner(s): Ibrahim Bazzi  
Macomb County Treasurer  
Peoples State Bank  
Corrigan 0.1 Co. No 11**

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

The City Clerk has given notice by certified mail on \_\_\_\_\_ to the owners of the Property upon which the aforesaid charges are levied, stating the basis for the assessment, the amount thereof, and the Property affected, and giving the property owners until the 8th day of September, 2015, for payment to be made;

Payment has not been made, and a public hearing having been held on September 8, 2015, after notice of the hearing having been given to the Property owners, in the notice described above;

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

SPECIAL ASSESSMENT NO. 466 - \$16,180.50

IT IS FURTHER RESOLVED, that the special assessment roll shall be divided into ten (10) annual installments, the first installment(s) shall be due on July 1, 2016, and the subsequent installment(s) shall be due on July 1 of each and every year thereafter, bearing interest at the rate of eight (8%) per cent per annum, commencing on August 1, 2016.

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

AYES: Councilmember: \_\_\_\_\_  
\_\_\_\_\_

NAYS: Councilmember: \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Scott C. Stevens  
Council Secretary  
Mayor Pro Tem





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

September 1, 2015

Mr. Scott C. Stevens  
Council Secretary  
Mayor Pro Tem  
City of Warren

**Re: Proposed Resolution to Approve Appropriation of Funds for the  
Acquisition of Tax-Reverted Properties;**

**Proposed Resolution Authorizing Purchase of Tax-Reverted Properties  
from the County of Macomb; and**

**Proposed Resolution to Provide Public Notice of Intent to  
Sell 101 Tax-Reverted Properties to Macomb 12, LLC**

Dear Secretary Stevens:

Please find enclosed three resolutions pertaining to the 2015 tax-reverted properties. The County of Macomb foreclosed on 259 properties in the City of Warren. No bulk buyer bid on the properties at the bulk sale action, and an auction to sell the lots individually was to occur on Wednesday, September 10, 2015.

Prior to the anticipated auction, a developer, Macomb 12, LLC, through its local agent, 5 STAR Investments and Realty, LLC offered to purchase 101 of the lots, listed in Exhibit A. These lots all contain buildings, with the exception of three, which are side lots. Macomb 12, LLC would purchase the lots for \$1,000,000, and rehabilitate and sale them under a development agreement with the City. The developer would be responsible for boarding and maintaining the properties, any evictions and quiet title actions. The developer would also pay the 2015 taxes on the 101 tax-reverted properties.

The proposed resolutions authorize the purchase of the tax-reverted lots and provide for a public notice of intent to sell the lots with buildings to Macomb 12, LLC, through its agent, 5 STAR Investment and Realty, LLC for rehabilitation under a development agreement. The homes would be rehabilitated to code, and sold subject to restrictions and covenants that would require the properties to be maintained, and prohibit them from being used for adult businesses and/or for the use, growth, dispense or manufacture of medical marihuana.

The funding resolution is also provided which sets forth the funding for the tax purchase in the total amount of \$1,254,656.48. The developer would pay the amount of \$1,000,000, and the City would pay the remaining \$254,656.48. The developer is holding the funding in escrow on behalf of the City.

Please be advised that the Macomb County Treasurer has agreed to hold off on registering bidders, provided the resolution to purchase is submitted on September 9, 2015. The Treasurer will be relying upon the resolution as a basis to delay or cancel the auction, and therefore the resolution would have immediate effect, and would not be an action that can be reconsidered.

Macomb County Treasurers Office understands that our process will require 30 days to finalize, and would not expect the payment until completion of the development agreement.

A resolution to provide the public with 30 days' notice of intent to sale the properties to the developer is attached. If no other offers are submitted, the development and real estate purchase agreement may be executed within 30 days. Overall, the project would serve valuable public purposes of eliminating neighborhood eyesores, eliminating blight and protecting the neighborhoods, so withstands the standards of section 2-346 the Code of Ordinances, to the extent an opinion is needed on the adequacy of consideration.

The remaining 158 tax-reverted lots are vacant lots. After completion of this project, it is anticipated the vacant lots would be offered for sale in bulk or sold to individual owners.

If acceptable, please forward the attached resolutions to Council and corresponding agreement for consideration at its meeting on Tuesday, September 8, 2015.

Respectfully,

Mary Michaels  
Acting City Attorney

MM/vlt Ltr to S Stevens re Proposed Resolutions – Purchase, Funds & Sale of Tax-Reverted Properties ID 57028  
Enclosures

cc: Richard Sabaugh, Public Service Director  
Robert Maleszyk, City Controller

Approved:

  
Sean Clark, CitiStat Coordinator and  
Administrative Supervisor

  
James R. Fouts  
Mayor

Approved for funding:

  
Renee Rezak  
Budget Director

  
Craig Treppa  
Purchasing Agent

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 CitiStat Coordinator has indicated a need to this Council for an additional appropriation of funds in the amount of \$1,254,656.00 in order to provide funding for the purchase of 259 tax reverted properties as detailed by the County Treasurer and that a check be issued in the amount of \$1,254,656.48 payable to the Macomb County Treasurer, and

WHEREAS, a developer, 5 STAR Investments and Realty, LLC offered to purchase 95 of the tax reverted properties for \$1,000,000.00, which will be placed in an escrow account and used to purchase the tax reverted properties from the County;

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the original General Appropriation Resolution for the Fiscal 2016 Budget, approves the additional appropriation of funds to the following budget line items in the General Fund Budget for fiscal 2016 in the amount of \$1,254,656.00.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Transfer to:</u> 1294-80194	Tax Reverted Property Acquisition	<u>\$1,254,656.00</u>

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Transfer from:</u>		
101-080-67350	Sale of Property	\$1,000,000.00
101-39601	General Fund Contingency	<u>254,656.00</u>
		<u>\$1,254,656.00</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 \$1,254,656.00.

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

**RESOLUTION AUTHORIZING MAYOR AND CLERK TO PURCHASE TAX  
REVERTED REAL ESTATE FROM MACOMB COUNTY**

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on September 8, 2015, at 7 p.m. Eastern \_\_\_\_\_ Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilpersons \_\_\_\_\_

ABSENT: Councilpersons \_\_\_\_\_

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

The County of Macomb through its Treasurer's Office maintains a revolving fund for payment to tax collecting units of the amount of the delinquent taxes on real property within the tax collecting unit as of March 1 of each year after the year in which the taxes are due.

Payment to the City of Warren in 2015 from the revolving fund was the amount of \$1,254,656.48.

The County of Macomb attempts to collect the delinquent taxes, and if they are not paid, forecloses on the properties, and offers them for sale at an auction.

Any shortfall left after the auction sales will be charged back to the taxing jurisdiction by Macomb County.

The system of payment of delinquent taxes through a revolving fund is not required by state law and is used at the option of Macomb County.

There are 259 unsold properties available for purchase by the City of Warren. If not purchased, they will be sold individually at auction, and any all remaining lots will

revert to the City of Warren and would remain a liability to the City regardless of whether the City ultimately objects to acquiring the properties. The properties are identified in Exhibit A and Exhibit B.

A developer, Macomb 12, LLC, through its agent, 5 STAR Investments and Realty, LLC (collectively, the Developer), has offered to purchase 101 of the tax-reverted properties with a building, all of which have a building, with the exception of three side lots (the Properties). If the City purchases the Properties in bulk, the Developer will buy them from the City and rehabilitate the Properties to code, under a development agreement, and will pay the 2015 taxes on the Properties.

In order to proceed with this project, the City must exercise an option to purchase all properties in bulk, which would be 101 lots with a building, and 158 vacant lots, for the total price of \$1,254,656.48. The Developer would pay \$1,000,000 of this cost, plus an additional approximate \$166,000 for the 2015 taxes, and has escrowed the funding for this purpose pending consummation of a development agreement.

The Mayor is recommending the purchase for the reason a willing developer has offered to rehabilitate 101 of the parcels, in accordance with a development agreement, which would at least result in improvements to those properties. The remaining 158 lots would be under the care of the City to offer for bulk sale or development, cultivate for a public purpose, or sale to neighboring owners.

THEREFORE, IT IS RESOLVED, that upon approval of the City Attorney of pertinent documents as to form, the Mayor and Clerk are authorized to execute the documents for the purchase of the tax reverted properties identified in Exhibit A and Exhibit B, subject to \$1,000,000 of the cost to be funded by the Developer.



**EXHIBIT A:**  
**LIST OF 101 PROPERTIES TO BE SOLD TO 5 STAR INVESTMENT AND REALTY, LLC.**

#	Tax ID#	Property Address	BS&A Link	Zonning	Notes
1	13-10-103-030	8259 KARAM #3	13-10-103-030	R-3	
2	13-10-381-024	29174 LUND	13-10-381-024	R-3	
3	13-12-329-020	14039 BADE	13-12-329-020	R-1-C	
4	13-17-302-002	27920 RYAN	13-17-302-002	R-1-C	
5	13-19-176-016	26521 JOE	13-19-176-016	R-1-C	
6	13-20-402-018	25516 AUDREY	13-20-402-018	R-1-C	
7	13-23-278-023	13203 FRAZHO	13-23-278-023	R-1-C	
8	13-24-403-009	25800 LIRA LN	13-24-403-009	R-3	
9	13-24-427-026	25621 TECLA	13-24-427-026	R-1-C	
10	13-25-252-021	24432 LAUREN	13-25-252-021	R-1-C	
11	13-25-257-001	24296 LAUREN	13-25-257-001	R-1-C	
12	13-25-403-038	23503 BOLAM	13-25-403-038	R-1-C	
13	13-25-453-025	23223 BOLAM	13-25-453-025	R-1-C	
14	13-27-306-024	8305 JEWETT	13-27-306-024	R-1-C	
15	13-27-327-007	23622 FEDERAL	13-27-327-007	R-1-C	
16	13-27-352-019	8112 LOZIER	13-27-352-019	R-1-C	
17	13-27-353-025	8103 CONTINENTAL	13-27-353-025	R-1-C	
18	13-27-407-020	11227 ESSEX	13-27-407-020	R-1-C	
19	13-27-453-003	11020 REPUBLIC	13-27-453-003	R-1-C	
20	13-27-453-009	11060 REPUBLIC	13-27-453-009	R-1-C	
21	13-27-453-011	11076 REPUBLIC	13-27-453-011	R-1-C	
22	13-27-455-008	11060 PAIGE	13-27-455-008	R-1-C	
23	13-28-477-013	7213 REPUBLIC	13-28-477-013	R-1-C	
24	13-28-481-011	7578 TIMKEN	13-28-481-011	R-1-C	
25	13-29-127-013	24889 MASCH	13-29-127-013	R-1-C	
26	13-29-352-021	23317 CUNNINGHAM	13-29-352-021	R-1-C	
27	13-30-301-031	23827 KATHLEEN	<u>13-30-301-031</u>	R-1-C	
28	13-30-405-003	3158 MORRISSEY	13-30-405-003	R-1-C	
29	13-30-451-020	3656 BART	13-30-451-020	R-1-C	
30	13-31-109-018	2119 ROME	13-31-109-018	R-1-C	
31	13-31-155-009	2168 PEARL	13-31-155-009	R-1-C	
32	13-31-454-007	3019 8 MILE RD	13-31-454-007	M-2	
33	13-31-454-009	3027 8 MILE RD	13-31-454-009	M-2	
34	13-32-276-007	22114 PANAMA	13-32-276-007	R-1-C	
35	13-32-328-025	21525 DOEPFER	13-32-328-025	R-1-C	
36	13-32-426-027	21575 BLACKMAR	13-32-426-027	R-1-C	GARAGE
37	13-32-426-028	21565 BLACKMAR	13-32-426-028	R-1-C	
38	13-32-453-023	21259 CURIE	13-32-453-023	R-1-C	
39	13-32-459-035	5409 8 MILE RD	13-32-459-035	M-2	
40	13-32-477-031	21083 SYRACUSE	13-32-477-031	R-1-C	
41	13-32-481-019	20839 SYRACUSE	13-32-481-019	R-1-C	
42	13-33-256-009	7068 PACKARD	13-33-256-009	R-1-C	
43	13-33-256-034	7243 HUDSON	13-33-256-034	R-1-C	
44	13-33-257-033	7227 STUDEBAKER	13-33-257-033	R-1-C	
45	13-33-279-005	7536 STUDEBAKER	13-33-279-005	R-1-C	
46	13-33-280-015	7511 TOEPFER	13-33-280-015	R-1-C	
47	13-33-403-032	7075 ORCHARD	13-33-403-032	R-1-C	
48	13-33-406-033	7075 MEADOW	13-33-406-033	R-1-C	
49	13-33-409-017	7244 MEADOW	13-33-409-017	R-1-C	
50	13-33-427-022	7551 MEADOW	13-33-427-022	R-1-C	

**EXHIBIT A:**  
**LIST OF 101 PROPERTIES TO BE SOLD TO 5 STAR INVESTMENT AND REALTY, LLC.**

#	Tax ID#	Property Address	BS&A Link	Zonning	Notes
51	13-33-429-023	7610 PROSPECT	13-33-429-023	R-1-C	
52	13-33-430-013	7544 WESTMINSTER	13-33-430-013	R-1-C	
53	13-33-455-013	6808 JACKSON	13-33-455-013	R-1-C	SIDE LOT
54	13-33-455-014	6816 JACKSON	13-33-455-014	R-1-C	
55	13-33-477-025	7245 JACKSON	13-33-477-025	R-1-C	
56	13-33-477-033	7565 JACKSON	13-33-477-033	R-1-C	
57	13-33-477-037	7605 JACKSON	13-33-477-037	R-1-C	
58	13-34-108-022	8275 CADILLAC	13-34-108-022	R-1-C	
59	13-34-131-021	8742 DODGE	13-34-131-021	R-1-C	
60	13-34-131-025	8657 MAXWELL	13-34-131-025	R-1-C	
61	13-34-131-026	8661 MAXWELL	13-34-131-026	R-1-C	SIDE LOT
62	13-34-134-007	8630 FORD	13-34-134-007	R-1-C	
63	13-34-157-011	8288 PACKARD	13-34-157-011	R-1-C	
64	13-34-204-008	11060 CADILLAC	13-34-204-008	R-1-C	
65	13-34-227-050	11493 MAXWELL	13-34-227-050	R-1-C	
66	13-34-251-024	11075 PACKARD	13-34-251-024	R-1-C	
67	13-34-254-003	11014 STUDEBAKER	13-34-254-003	R-1-C	
68	13-34-328-024	8491 PROSPECT	13-34-328-024	R-1-C	
69	13-34-330-022	8503 SHERMAN	13-34-330-022	R-1-C	
70	13-34-352-010	8036 FISHER	13-34-352-010	R-1-C	
71	13-34-356-005	20910 ASCENSION	13-34-356-005	R-1-C	
72	13-34-358-010	8268 RIVARD	13-34-358-010	R-1-C	
73	13-34-477-027	11351 FISHER	13-34-477-027	R-1-C	
74	13-35-203-023	22815 HILLOCK	13-35-203-023	R-1-C	
75	13-35-377-027	21061 HELLE	13-35-377-027	R-1-C	
76	13-35-378-014	21016 HELLE	13-35-378-014	R-1-C	
77	13-35-381-021	20803 MARIE	13-35-381-021	R-1-C	
78	13-35-382-008	12460 SHERMAN	13-35-382-008	R-1-C	
79	13-35-382-009	12468 SHERMAN	13-35-382-009	R-1-C	
80	13-35-383-022	12471 VERNON	13-35-383-022	R-1-C	SIDE LOT
81	13-35-383-023	12483 VERNON	13-35-383-023	R-1-C	
82	13-35-385-002	12396 GEORGIANA	13-35-385-002	R-1-C	
83	13-35-404-024	12747 SHERMAN	13-35-404-024	R-1-C	
84	13-35-451-007	12730 SANSFIELD	13-35-451-007	R-1-C	
85	13-35-452-027	12749 GEORGIANA	13-35-452-027	R-1-C	
86	13-35-453-008	12732 GEORGIANA	13-35-453-008	R-1-C	
87	13-35-478-002	13404 VERNON	13-35-478-002	R-1-C	
88	13-35-478-029	20955 SCHOENHERR	13-35-478-029	M-1	
89	13-36-103-033	13603 MARSHALL	13-36-103-033	R-1-C	
90	13-36-130-018	14025 LEONARD	13-36-130-018	R-1-C	
91	13-36-133-032	14309 MARSHALL	13-36-133-032	R-1-C	
92	13-36-135-025	14259 LEONARD	13-36-135-025	R-1-C	
93	13-36-152-048	13825 IDA	13-36-152-048	R-1-C	
94	13-36-177-036	14135 TOEPFER	13-36-177-036	R-1-C	
95	13-36-326-014	14214 TOEPFER	13-36-326-014	R-1-C	
96	13-36-385-001	20830 MONTROSE	13-36-385-001	R-1-C	
97	13-36-451-018	21055 NUMMER	13-36-451-018	R-1-C	
98	13-36-452-017	21093 LA SALLE	13-36-452-017	R-1-C	
99	13-36-452-031	20747 LA SALLE	13-36-452-031	R-1-C	
100	13-36-453-027	20726 LA SALLE	13-36-453-027	R-1-C	
101	13-36-453-055	20703 DEXTER	13-36-453-055	R-1-C	

**EXHIBIT B:  
LIST OF VACANT PROPERTIES TO BE RETAINED BY THE CITY**

#	Tax ID#	Address	Notes
1	12-13-01-326-037	Hartwick	
2	12-13-03-106-006	Van Dyke	
3	12-13-03-455-018	Cantebury	
4	12-13-15-351-018	8256 Garbor	
5	12-13-16-228-006	7260 Marian	
6	12-13-16-484-031	E 11 Mile	
7	12-13-19-154-022	26417 Buster	
8	12-13-20-201-040	Patricia	
9	12-13-20-226-001	5488 11 Mile	
10	12-13-20-226-002	11 Mile	
11	12-13-20-226-003	11 Mile	
12	12-13-20-226-007	Panama	
13	12-13-20-255-032	5282 McKinley	
14	12-13-22-202-048	26841 Richard	
15	12-13-22-404-023	Lorraine	
16	12-13-23-277-035	26151 Schoenherr	
17	12-13-23-430-015	13445 Zagaiski	
18	12-13-24-351-001	25480 Schoenherr	
19	12-13-24-352-011	25106 Schoenherr	
20	12-13-24-426-011	25807 Firwood	
21	12-13-24-479-009	25218 Rosenbusch	
22	12-13-25-202-011	24932 Lauren	
23	12-13-25-302-001	Roseberry	
24	12-13-25-354-033	23421 Wellington	
25	12-13-25-453-027	23189 Bolam	
26	12-13-25-454-004	23230 Bolam	
27	12-13-25-455-041	23149 Stewart	
28	12-13-26-302-039	23780 Hoover	
29	12-13-26-329-004	12568 Stephens	
30	12-13-27-352-010	8040 Lozier	
31	12-13-27-354-021	8025 Paige	
32	12-13-27-359-012	8292 Continental	
33	12-13-27-378-001	23232 Federal	
34	12-13-27-382-019	8605 Republic	
35	12-13-27-401-014	11114 Stephens	
36	12-13-27-453-008	Republic	
37	12-13-27-453-012	11084 Republic	
38	12-13-27-454-037	11068 Continental	
39	12-13-27-458-020	11219 Continental	
40	12-13-28-452-024	6899 Republic	
41	12-13-30-405-033	3515 Stozenfeld	
42	12-13-30-430-043	Morrissey	
43	12-13-31-155-001	Pearl	
44	12-13-31-155-005	2316 Pearl	
45	12-13-31-354-035	2361 Emmons	
46	12-13-31-377-012	2696 John B	
47	12-13-31-377-044	2839 Emmons	
48	12-13-31-378-014	2736 Emmons	
49	12-13-31-404-034	3449 Wasmund	
50	12-13-32-204-001	5064 9 Mile	
51	12-13-32-276-013	21916 Panama	
52	12-13-32-405-031	Panama	
53	12-13-32-405-032	Panama	

**EXHIBIT B:  
LIST OF VACANT PROPERTIES TO BE RETAINED BY THE CITY**

#	Tax ID#	Address	Notes
54	12-13-32-459-017	20732 Cyman	
55	12-13-33-205-027	7263 Dodge	
56	12-13-33-207-039	7275 Cadillac	
57	12-13-33-208-013	7228 Cadillac	
58	12-13-33-228-016	7519 Cadillac	
59	12-13-33-230-014	7503 Hupp	
60	12-13-33-279-014	7503 Chalmers	
61	12-13-33-411-033	7063 Westminster	
62	12-13-33-411-042	7020 Victory	
63	12-13-33-452-013	Yacht	
64	12-13-33-452-014	Yacht	
65	12-13-33-454-018	Jackson	
66	12-13-33-455-001	6704 Jackson	
67	12-13-33-455-002	6712 Jackson	
68	12-13-33-456-019	7075 Rivard	
69	12-13-33-476-027	7255 Fisher	
70	12-13-33-478-008	7524 Jackson	
71	12-13-33-478-038	7605 Rivard	
72	12-13-34-108-027	8315 Cadillac	
73	12-13-34-110-008	8260 Ford	
74	12-13-34-134-006	22508 MacArthur	
75	12-13-34-154-012	8062 Studebaker	
76	12-13-34-160-019	8235 Toepfer	
77	12-13-34-160-026	Toepfer	
78	12-13-34-182-029	Hudson	
79	12-13-34-183-018	8716 Hudson	
80	12-13-34-184-004	21824 MacArthur	
81	12-13-34-184-022	Chalmers	
82	12-13-34-185-001	21748 MacArthur	
83	12-13-34-185-009	8646 Chalmers	
84	12-13-34-185-014	8688 Chalmers	
85	12-13-34-203-010	11076 Maxwell	
86	12-13-34-203-025	11067 Cadillac	
87	12-13-34-204-017	11011 Ford	
88	12-13-34-209-005	11236 Cadillac	
89	12-13-34-228-007	11408 Maxwell	
90	12-13-34-228-009	11414 Maxwell	
91	12-13-34-229-013	11456 Cadillac	
92	12-13-34-229-020	11512 Cadillac	
93	12-13-34-252-006	11044 Packard	
94	12-13-34-252-034	11124 Packard	
95	12-13-34-301-056	Orchard	
96	12-13-34-302-041	8315 Meadow	
97	12-13-34-302-047	8090 Orchard	
98	12-13-34-302-050	8155 Meadow	
99	12-13-34-306-015	8203 Meadow	
100	12-13-34-307-010	8286 Meadow	
101	12-13-34-327-014	8403 Meadow	
102	12-13-34-328-013	8403 Prospect	
103	12-13-34-329-008	8466 Prospect	
104	12-13-34-351-007	8050 Westminster	
105	12-13-34-351-013	8110 Westminster	
106	12-13-34-353-014	8092 Jackson	

**EXHIBIT B:**  
**LIST OF VACANT PROPERTIES TO BE RETAINED BY THE CITY**

#	Tax ID#	Address	Notes
107	12-13-34-353-025	8075 Rivard	
108	12-13-34-353-027	8093 Rivard	
109	12-13-34-357-030	8295 Rivard	
110	12-13-34-358-020	8205 8 Mile	
111	12-13-34-378-005	8432 Jackson	
112	12-13-34-453-021	11283 Jackson	
113	12-13-34-454-012	11203 Rivard	
114	12-13-34-454-013	11211 Rivard	
115	12-13-34-477-013	11406 Sherman	
116	12-13-34-478-027	11465 Jackson	
117	12-13-34-479-044	Rivard	
118	12-13-34-480-010	11370 Rivard	
119	12-13-34-480-014	11394 Rivard	
120	12-13-34-482-016	11533 Fisher	
121	12-13-35-228-021	22871 Oaklane	
122	12-13-35-232-002	22612 Heussner	
123	12-13-35-277-007	13352 Fisk	
124	12-13-35-378-020	21311 Marie	
125	12-13-35-380-004	Helle	
126	12-13-35-380-005	20851 Helle	
127	12-13-35-380-006	20833 Helle	
128	12-13-35-380-008	20817 Helle	
129	12-13-35-384-013	12375 Georgiana	
130	12-13-35-404-025	12755 Sherman	
131	12-13-35-428-022	13147 Prospect	
132	12-13-35-431-007	13460 Toepfer	
133	12-13-35-452-015	12788 Vernon	
134	12-13-35-453-002	Waltham	
135	12-13-35-453-019	Georgiana	
136	12-13-35-453-029	12755 Coleen	
137	12-13-35-455-001	13006 Sarsfield	
138	12-13-35-456-023	13085 Georgiana	
139	12-13-35-478-006	13446 Vernon	
140	12-13-35-478-011	Vernon	
141	12-13-36-103-010	13650 Knox	
142	12-13-36-127-012	Knox	
143	12-13-36-127-019	14705 Knox	
144	12-13-36-128-017	14045 Marshall	
145	12-13-36-151-039	13697 Julius	
146	12-13-36-153-047	13901 Toepfer	
147	12-13-36-153-055	13804 Ida	
148	12-13-36-178-017	21736 Ehlert	
149	12-13-36-201-006	14430 9 Mile	
150	12-13-36-202-036	22259 Columbus	
151	12-13-36-202-038	22249 Columbus	
152	12-13-36-302-039	13281 Sidonie	
153	12-13-36-326-022	14093 Couwlier	
154	12-13-36-377-007	20890 Wellington	
155	12-13-36-382-004	20803 Wellington	
156	12-13-36-383-008	20829 Elroy	
157	12-13-36-387-016	20827 Gentner	
158	12-13-36-454-053	20761 Eastwood	

**RESOLUTION PROVIDING PUBLIC NOTICE OF INTENT TO SELL  
2015 TAX-REVERTED PROPERTIES**

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

**PRESENT:** Councilpersons \_\_\_\_\_  
\_\_\_\_\_

**ABSENT:** Councilpersons \_\_\_\_\_  
\_\_\_\_\_

The City has the option to purchase several tax-reverted properties from the County of Macomb.

The City would like these properties to be developed, rehabilitated and sold expediently and effectively, to restore the properties to vitality, protect our market values, and stabilize the neighborhoods surrounding these properties.

A developer, Macomb 12, LLC, through its agent, 5 STAR Investment and Realty, LLC (collectively, the Developer), has offered to purchase and rehabilitate the 101 properties that have a building on them for payment of \$1,000,000, plus payment of the 2015 taxes on these properties in the approximate amount of \$166,000.

The 101 properties the Developer has offered to purchase and develop are listed in the Exhibit A attached to this Resolution (the Properties). The Developer will sell the Properties to responsible owners, subject to restrictive covenants that the properties will be maintained, will not be used for adult businesses, narcotics, nor the use, growth or distribution of medical marihuana.

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

**THEFEFORE, IT IS RESOLVED**, that the City of Warren intends to sell its interest in of the tax-reverted properties described in attached Exhibit A which is incorporated by reference into this Resolution to Macomb 12, LLC for the sum of \$1,000,000.

**IT IS FURTHER RESOLVED**, that the conveyance of the Properties shall be subject to the reservation of any liens or easements of record, and compliance with the corresponding Development Agreement.

**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, if there are no other offers submitted to the City of Warren to purchase and develop the Properties, the Mayor and City Clerk are authorized to execute the development agreement with Macomb 12, LLC and 5 STAR Investment and Realty, LLC, in such form that meets with the approval of the City Attorney.

**AYS:** Councilpersons \_\_\_\_\_  
\_\_\_\_\_

**NAYES:** Councilpersons \_\_\_\_\_  
\_\_\_\_\_

**RESOLUTION DECLARED ADOPTED this 8<sup>th</sup> day of September, 2015.**

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

**CERTIFICATION**

STATE OF MICHIGAN     )  
  )ss  
COUNTY OF MACOMB    )

I, PAUL WOJNO, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the City Council of the City of Warren at its meeting held on September 8, 2015.

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

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

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 between the City of Warren, a Michigan municipal corporation whose address is One City Square, Warren, Michigan, 48093, a Michigan municipal corporation ("the City") and Macomb 12, LLC, a California limited liability company, whose address is 580 2<sup>nd</sup> Street, Suite 230, Oakland, CA 94607 and 5 Star Investments and Realty, LLC, a Michigan limited liability company, with a registered office at 28000 Van Dyke Ave., Suite 100, Warren, Michigan 48093 ("the Developer").

**1.0 RECITALS**

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

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

**2.0 DEFINITIONS**

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

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

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

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

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

agents and contractors (5 Star), unless either Macomb or 5 Star is specifically referred to separately.

**3.0 DEVELOPER'S RESPONSIBILITIES.**

3.1 The Developer agrees to purchase from the City by quit claim deed, the City's interest in the properties identified that are listed in Exhibit A and identified as eligible for rehabilitation (the Properties), subject to the terms of this Agreement.

3.2 The Developer agrees to maintain, develop, rehabilitate the Properties in bulk, and sale individual properties, except for that Developer will not sale certain individual properties to be identified and retained by the City, in accordance with the terms, conditions and standards in this Agreement. The Developer agrees to complete this project within 18 months from execution of this Agreement.

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

- a. The rehabilitation of residential structures and commercial buildings identified by the City as eligible for rehabilitation ("Residential Active Parcels" or "Commercial Active Parcels", as applicable);
- b. The maintenance and responsibility for all properties listed in Exhibit A, until their resale to individual owners by the Developer or City.
- c. Pursue any legal action necessary to clear title to the Properties;
- d. Any action to evict holdover persons occupying the Properties following tax forfeiture.
- e. The sale of Properties, as provided in this document, to individual owners;
- f. Developer agrees to market the properties for owner-occupation before offering the properties to an investor, for at least 30 days following Certificate of Compliance or Certificate of Occupancy.

All Residential Active Parcels and Commercial Active Parcels are collectively referred to in this Agreement as the Portfolio or the Properties.

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

- a. The Residential Active Parcels and Commercial Active Parcel will be rehabilitated in full compliance with all applicable codes, laws and regulations, and must be approved for Certificate Certification or Certificate of Compliance by the City within 12 months of this Agreement.
- b. Within 30 days of this Agreement, the Developer must file legal actions or take other action necessary to obtain full and clear title to the Active Parcels and Boarded Lots, and to evict occupants remaining in any Active Parcel and Boarded Lot. The Developer will apprise the City's Liaison of all developments in the cases, and provide the Liaison with a copy of the final judgment Property.

- c. Within 90 days of this Agreement, the Developer must apply for a City Certification from the City of Warren Building Department for Residential Active Parcels and a Certificate of Compliance for the Commercial Active Parcels. The Properties must be rehabilitated according to code and approved for the City Certification and/or Certificate of Compliance within six months of the application, and not more than 18 months of this Agreement.
- d. All Properties within the Portfolio must be maintained by the Developer in full compliance with the applicable codes and regulations, including, without limitation, Chapter 28 of the City of Warren Code of Ordinances. This obligation includes snow removal and grass mowing, and applies to all properties, including boarded properties, except that the obligation will terminate as to each individual parcel until its sale to an end owner either by the City or the Developer, as applicable to such property.
  - i. The Developer will abide by requests of the City of Warren Division of Property Maintenance inspectors for maintenance services. It is understood that the City's Property Maintenance inspectors will monitor the properties and contact the Developer to address issues as they arise and as necessary to reduce blight, vandalism and theft. The Developer will respond to address those issues and comply with a request for service at a given property within seven (7) day of a service request.
- e. The Properties must be sold to the owner subject to a recorded restrictive covenant requiring the property to be maintained according to codes, including without limitation, Chapter 28 of the City of Warren Code of Ordinances, and any supplemental or replacement ordinances, and to never be used for the use, growth, distribution or cultivation of narcotics, including medicinal marihuana, the property will not be rented to any person with a serious criminal background, to the extent allowed by law, or for any adult business or prurient use. The Developer must file the Tenant/Landlord form, with the City of Warren Rental Division to register each rental property. If the City Certification is issued within 30 days of the registration, the City will waive the Rental License application fee only for the Developer, and not for a subsequent end owner.
- f. Notwithstanding anything to the contrary in this Agreement, the City reserves the right to pursue its nuisance abatement proceedings to declare any structure deemed dangerous or blighted, and to determine any structure on a Property to be dangerous and unfit for rehabilitation, pursuant to Chapter 9 of the City of Warren Code of Ordinances, but will provide notice to the Developer, and provide the Developer with the opportunity to make safe and repair such homes identified within six months. The failure to actively rehabilitate the property within such time will result in the demolition of the property, and assessment of costs for such demolition will be paid to the City.
- g. Contract Administration/Meetings. Within 60 days of Closing, the Developer and City will conduct a Contractors meeting. The meeting will be to coordinate the process for permits and property maintenance. The Developer must designate to the City a contact who will be responsible for the progress

of all activities undertaken by Developer, the rehabilitation work and other deliverables under this Agreement. The City designates as its liaison its Administrative Supervisor who will administer the contract on behalf of the City, and will be a liaison between the Developer and the City (the Liaison). 5 Star and the Liaison will meet at reasonable intervals thereafter to review the progress.

- h. The Developer will pay the 2015 taxes on all of the Properties, regardless of the Closing Date, and will be responsible for paying taxes on the Properties thereafter until sold.
- i. Macomb 12, LLC and 5 Star Investments and Realty, LLC will be jointly and severally responsible for the fulfillment of Developer's obligations under this Agreement. 5 Star will be primarily responsible for the ensuring the progress of the rehabilitation and sale of the properties, and management of deliverables under this Agreement. However, the undertaking of such responsibility by 5 Star will not relieve or mitigate Macomb 12, LLC's from responsibility for performance of this Agreement.
- j. No lien, financing lien, or encumbrance will be filed or placed on the Properties without notice to and arrangements with the City through the Liaison, to protect its rights under this Agreement.

#### **4.0 SECURITY/ REMEDIES.**

To secure the performance of this Agreement, at Closing, the Developer shall provide the City with a performance bond in the amount of \$\_\_\_\_\_. Such security instrument will remain in effect for a period of the earlier of three years, or satisfaction of all contract obligations, upon written release by the Liaison. The bond may be drawn by the City in the amount necessary to remedy a breach under this Agreement, if after 15 days' notice to 5 Star, the breach is not cured, or cure is not actively pursued, and the City undertakes the remedy. The bond amount must be replenished by Developer following any such draw. The bond may be forfeited to the City for any recurring violation or default in a term of this Agreement. In the case of a violation of a covenant or the restrictive covenants, the bond may be drawn by the City to satisfy the costs to enforce a restrictive covenant. In the event of abandonment of this Agreement or insolvency of the Developer, the bond will be forfeited in full to the City. This is in addition to the other remedies available by law or equity to the City. The City may pursue costs of completion of this Agreement, or to cure any violation that are not satisfied by the \_\_\_\_\_ through the bond and/or by pursuing any legal or equitable action.

#### **5.0 SALE OF PROPERTY**

5.1 The City agrees to convey to the Developer Macomb 12, LLC, and Macomb 12, LLC agrees to purchase from the City the Properties by quit claim deed, subject to the conditions, restrictions and contingencies of this Agreement, and any document collateral to or to be executed in connection with the Closing. Closing will occur within 10 days of the completion of the Due Diligence Period as provided below.

5.2 Purchase Price. The Developer agrees to pay as full consideration for the Properties the amount of \$1,000,000.00 (Purchase Price), as provided further in this Agreement. In the event of default by Developer prior to completion of the Project, the

City reserves, in addition to its other remedies, rights of reversion to full title to any of the individual properties not developed according to this Agreement.

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

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

5.5 **Conditions to Closing.** Prior to Closing each Developer shall disclose all officers, members and principals and shall provide a resolution authorizing each Developer to enter into this Agreement and the sale of the Properties.

The Closing shall take place at the office of the City. The City will arrange for the Closing documents, which shall be delivered for the review of the parties at least 10 days before the closing. Developer will pay the closing costs, and must record the deeds and restrictive covenants, and pay recording fees for the deed and restrictive covenants, and must file the transfer affidavits with the City Assessor, all within five days of Closing. Each party shall sign a closing statement memorializing the transaction.

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

5.7. The Developer is responsible for conducting any reviews, and procuring environmental site assessments, surveys, and title reports and insurance for any of the individual properties prior to Closing. The City is conveying its interest "as is" without make any warranties of any nature, including any warranty of merchantability, property condition, boundaries, non-encumbrance, non-encroachment, title, soil quality or physical or environmental condition, or any of any of the properties, or of their suitability for any particular purpose or use.

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

5.9 Developer is responsible for procuring any title insurance, surveys, boundary surveys and Phase I and Phase II environmental assessments for the commercial

properties within 30 days of this Agreement. Developer will provide the City with a copy of the environmental assessments, and Developer will perform all environmental clean-up on the Commercial sites prior to the rehabilitation. The closing on the residential lots and the commercial lots may be completed separately.

## 6.0 **REPRESENTATIONS AND WARRANTIES**

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

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

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

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

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

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

F. **Financial Standing.** The Developer is fiscally sound and financially able to purchase, construct, develop, lease and operate the Project. Developer further has the capability to secure financing necessary to meet its obligations under the Contract Documents, and shall evidence the same at Closing by submitting to the City a financial plan or statement from a financial source acceptable to the City.

6.2 **Developer's Representations as to Redevelopment.** Developer recognizes the importance of the redevelopment of the Property to the general welfare of the community, and the commitments that have been made available by the City are for the purpose of making this redevelopment possible. Therefore, Developer guarantees completion of the

Project according to the Contract Documents, and that such rehabilitation work shall be completed in the required period of time, unless extended by the Liaison for good cause.

6.3 Except as otherwise provided, the parties agree that this Agreement shall survive the Closing and shall run with the land and be binding upon the parties, their successors and assigns, and every successor in interest to the Property, to the fullest extent of law and equity, for the benefit and in favor of the parties and their successors and/or assigns.

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

## **7.0 CONSTRUCTION**

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

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

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

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

7.5 It is understood, City may, after seven days' notice to Developer, draw from the bond in the amount necessary to remove a contractor, supplier or laborer lien, satisfy unpaid taxes or assessment, or to repair or replace any damage caused by Developer or its contractors, subcontractors, employees or agents, or to cure a default in this Agreement. Such monies withheld shall be in addition to the remedies or termination rights noted elsewhere in this Agreement.

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

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

## 8.0 **RIGHT TO INSPECT**

8.1 Right to Inspect: The City of Warren shall have the right of entry at all times during the construction to inspect the progress of the work, or to reenter as appropriate to this Agreement. Developer, its employees, and agents, and any subcontractor, its employees, agents, shall fully cooperate with the inspection, investigation and enforcement of the Property and provisions of this Agreement, ordinances, resolutions, or regulations.

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

## 9.0 **TAXES AND RISK OF LOSS**

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

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

## 10.0 **DEFAULT**

10.1 Default: The following acts shall be a default under this Agreement; (a) failure to fulfill in a timely and proper manner its obligations under this Agreement; (b) violation of any of the covenants, agreements or stipulations of this Agreement of the restrictive covenant recorded at Closing; (c) failure to pay water and sewer charges, special assessments, or administrative costs charged to Developer by law or under this Agreement; (d) failure to pay taxes when due or assessments on the Properties before interest and penalties accrue, or e) any encumbrance or lien not permitted under this Agreement, removal or payment for which is not effected after written notice by the City; (f) commencement of insolvency, voluntary filing or involuntary adjudication of bankruptcy under any present or future bankruptcy or other applicable law and (f) dissolution of Developer or change of ownership or control without the City's consent; or (g) any part of the Project is abandoned, evidenced by Developer's failure to perform work for thirty (30) or more consecutive days (subject to force majeure) on any of the Properties.

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

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

- A. The City may terminate this Agreement, and shall have no further obligations, except that the Developer will remain liable to reimburse the City for any additional costs incurred to complete the improvements.
- C. The City may declare the quit claim deed to any or all of the Properties null and void, and upon notice to the surety, any equitable estate or any other interest conveyed pursuant to this Agreement shall be null and void, and shall revert to the City.
- D. The respective rights and remedies of the City whether by this Agreement or by law, shall be cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise of any other rights or remedies for the same default or breach by the other party.

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

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

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

## 11.0 **INSURANCE AND INDEMNIFICATION**

11.1 Insurance: During the terms of this Agreement, Developer, and any of its contractors, shall maintain, at its sole cost and expense, the following types and limits of insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

11.2. Indemnification. From and after closing, Developer agrees to indemnify, defend, and hold harmless the City, and its affiliated and related entities, and their officers, directors, and employees, from and against any and all losses, liabilities, claims, strict liability claims, lawsuits, fines, penalties, judgments, expenses (including reasonable attorney fees), relating to or arising out of the sale, conveyance or condition of any of the Properties, including any environmental condition, soil condition, mold, asbestos, error in boundary line, encroachment, title defect, or any other liability.

In addition, Developer agrees, for themselves, their members, officers, contractors and employees, that the City assumes no responsibility for the Properties following Closing, except for the administrative and permitting responsibilities to effectuate the goals of this project. Developer, for themselves, their members, principals, officers, employees and contractors agree to indemnify, hold harmless and release the City of Warren and its officers, employees, boards and commissions and agents from and for any liability, claim, loss, demand, suit or action of any nature for or from any damage or injury, including death, that may arise out of or relate to the Properties, the serving, sale, rehabilitation, boarding, or inspection of the Properties in connection with this Agreement, including claims of title or from end-owners for an improper workmanship or faulty construction, mold or asbestos, or environmental contamination.

12.0

**CONFLICT OF INTEREST**

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

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

13.0 **NON-DISCRIMINATION**

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

14.0 **NOTICES**

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

CITY:

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

DEVELOPER:

Mike Smith  
5 STAR Investments and Realty  
28000 Van Dyke Ave  
Suite 100  
Warren, Michigan 49093  
[mike@5starpropertiesmi.com](mailto:mike@5starpropertiesmi.com)

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

(name)  
Macomb 12, LLC  
580 2<sup>nd</sup> Street, Suite 230  
Oakland, CA 94607

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

**15.0 RELATIONSHIP OF PARTIES**

The relationship of the Developer to the City is and shall continue to be contractual. No liability or benefits such as worker's compensation, pension rights or liabilities, insurance rights or liabilities, or other provisions or liabilities arising out of or relating to, a contract for hire or employer/employee relationship shall arise or accrue to the City or its agents or employees as a result of this Agreement. It is understood that any involvement or supervision by the City in the Project is for administrative purposes only and shall not give rise to any employment relationship or liability.

**16.0 MISCELLANEOUS**

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

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

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

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

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

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

16.7 "Superfund" Act. To the best of the City's knowledge, no land fill exists or existed on any of the properties contemplated under this Agreement. No hazardous waste or material has been deposited on the properties, and to the best of City's knowledge, the

property is free from any environmental problems as set forth in the Comprehensive Environmental Response Compensation and Liability Act ("Superfund").

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

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

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

WITNESSED BY:

**CITY OF WARREN:**

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

By: \_\_\_\_\_  
James R. Fouts  
Its: Mayor  
  
By: \_\_\_\_\_  
Paul Wojno  
Its: City Clerk

**DEVELOPER:  
MACOMB 12, LLC**

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
Its: \_\_\_\_\_

**5STAR INVESTMENTS & REALTY:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
Its: \_\_\_\_\_



**COMMUNITY DEVELOPMENT**

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

August 31, 2015

TO: Scott C. Stevens, Council Secretary

RE: Agreement between the City of Warren and Macomb County Community Service Agency for CHORE Services.

As part of the 2015-2016 CDBG Program Year Budget, funds in the amount of \$20,000 have been allocated to provide home maintenance services for low and moderate income senior citizens and severely disabled adults residing in the City of Warren. The City desires to enter into a contract with the Macomb County Community Services Agency to provide such services to eligible Warren residents. Citizens may contact Chores at (586) 469-5228.

Attached for consideration by Council you will find a copy of the proposed agreement. We are asking that you consider this item at your September 8, 2015 meeting. The appropriate resolution authorizing execution of the agreement for these services is attached. If you have any questions regarding this matter, please contact Community Development at (586)574-4686.

Sincerely,

A handwritten signature in blue ink that reads "Lark L. Samouelian".

Lark L. Samouelian  
Community Development Director

Read and Concur:

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

James R. Fouts  
Mayor

Read and Approved as to Form:

A handwritten signature in blue ink that reads "Mary Michaels".

Mary Michaels  
Acting City Attorney



**COMMUNITY DEVELOPMENT**

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

August 31, 2015

**TO:** Lark Samouelian, Community Development Director

**FROM:** Gina L. Hensley, Administrative and Financial Assistant *GLH*

**RE: Funds Available for 2015-2016 CHORE Services Contract**

Funding is available in the Chore Services Line Item No. 9850-80156CDBG16 in the amount of \$20,000 sufficient to approve the contract between the City of Warren and the Macomb County Community Services Agency.

Should you have any questions, please feel free to call me at x-4679.



RECEIVED

AUG 25 2015

City Attorney's Office

**COMMUNITY DEVELOPMENT**

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

August 24, 2015

To: Mary Michaels, Acting City Attorney  
From: Angela Tarasenko, Community Development Administrative Assistant  
RE: 2015-2016 CHORE Services Contract

A handwritten signature in blue ink, appearing to be "AT", located to the right of the "From:" line.

Attached you will find the following documents regarding the above captioned matter:

- Letter to City Council
- Letter from the Community Development Financial and Administrative Assistant stating that funding is available to pay for the Chore Services Contract.
- Contract for Chore Services.
- The appropriate resolution for consideration by City Council.

Please have this item reviewed and returned to Community Development so it may be forwarded to City Council for consideration at their September 8, 2015 meeting.

If you have any questions, please call me at (586) 574-4686.

**RESOLUTION TO APPROVE AGREEMENT BETWEEN THE CITY OF WARREN AND  
THE MACOMB COUNTY COMMUNITY SERVICES AGENCY  
FOR CHORE SERVICES**

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on September 8, 2015 at 7:00 p.m. Eastern Time in 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 is the recipient of Community Development Block Grant Funds under Title I of the Housing and Community Development Act of 1974 as amended. (Program Funds)

Council allocated \$20,000 of Program Funds for Chore Services such as snow removal and lawn maintenance to qualified low and moderate income senior citizens and severely disabled adults, as defined by the U.S. Census Bureau, residing in the City of Warren (hereinafter referred to as "Chore Services").

The Macomb County Community Services Agency desires to provide such Chore Services to qualified low and moderate income Warren residents.

The Mayor and Community Development staff recommend that the City enter into a contract with the County of Macomb, Macomb County Community Services Agency to provide Chore Services to qualified Warren residents with Community Development Block Grant Funds.

Sufficient funding to enter into this Agreement is available in the Chore Services Line Item No. 9850-80156CDBG16.

**THEREFORE IT IS RESOLVED**, that the Mayor and City Clerk are authorized to execute a contract for the period of October 1, 2015 through September 30, 2016 with the County of Macomb, Macomb County Community Services Agency, for Chore Services up to the total amount of \$20,000. Such contract shall be in a form that meets with the approval of the City Attorney.

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

NAYES: Councilmembers \_\_\_\_\_  
\_\_\_\_\_

**RESOLUTION DECLARED ADOPTED THIS 8th day of September, 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 Council of the City of Warren at its meeting held on September 8, 2015.

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

**CHORES SERVICE CONTRACT  
BETWEEN MACOMB COUNTY COMMUNITY SERVICES AGENCY  
AND CITY OF WARREN FOR 2015/2016 PROGRAM YEAR**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2015 between the City of Warren ("the CITY"), a Michigan municipal corporation, whose address is One City Square, Warren, Michigan 48093, and the County of Macomb ("MACOMB"), on behalf of the Macomb County Community Services Agency, whose address is 21885 Dunham Road, Suite 10, Verkuilen Building, Clinton Township, Michigan 48036.

The parties stipulates as follows:

1. The CITY is the grant recipient of Community Development Block Grant ("CDBG") funds under Title I of the Housing and Community Development Act of 1974, as amended, hereinafter referred to as "the Funds".
2. The CITY has appropriated a portion of the Funds to provide home maintenance assistance to eligible residents under the CDBG Program requirements.
3. MACOMB develops, staffs, and implements a Chores Program, which provides home maintenance services to senior citizens and severely disabled adults.
4. MACOMB desires to offer such services to qualified residents in the City of Warren with funds available through the CDBG Program.

For the reasons set forth above, and in consideration of the mutual covenants and promises of the parties, the CITY and MACOMB agree as follows:

**SECTION 1. SCOPE OF SERVICES.** MACOMB shall provide, in a good and professional manner, and in accordance with the provisions of this Contract, the following services:

1. MACOMB shall provide the residential maintenance services specified in this Agreement to eligible Warren residents ("Program Recipients"). Program Recipients eligible for assistance under this Agreement are defined as:
  - (a) At least sixty (60) years of age or a "severely disabled adult" as defined in the attached Addendum;
  - (b) Unable to perform residential maintenance work;
  - (c) No member or occupant of the household is physically or financially capable of providing the maintenance work; and
  - (d) Low to Moderate Income, as defined by the Department of Housing and Urban Development (HUD) and the City of Warren CDBG Program. These income limits may, at the CITY'S discretion, be revised. A copy of the current schedule of income limits is attached to this Agreement as Exhibit A. Any updates to this schedule will be mailed to MACOMB,
2. MACOMB shall provide the following types of maintenance services:  
Lawn and yard maintenance; snow removal; and gutter cleaning`

3. The services shall be performed in order of priority based upon availability of MACOMB's personnel and the need of the recipient.
4. MACOMB shall obtain from the Program Recipients written verification of their age at the time of their application.
5. MACOMB shall obtain from the Program Recipients written verification of income at time of application and annually thereafter.
6. MACOMB shall, for each Program Recipient, document the type, date, time and location of service, the Program Recipient's name, age, basis of eligibility, household income, and age of each household member.
7. MACOMB shall furnish the City with such other reports or statistics as the City may request to account for the activities under this Agreement.
8. MACOMB shall retain all records required under this Agreement for a period of five (5) years.
9. MACOMB shall be responsible for obtaining any necessary permits or licenses required by federal, state, or local law.

**SECTION 2. TERM OF CONTRACT.** The term of this contract shall be from October 1, 2015 to September 30, 2016, unless terminated sooner, as provided in this agreement.

**SECTION 3. PERSONNEL AND MATERIALS.**

1. MACOMB shall provide, all materials, tools, equipment, transportation and skilled and competent personnel and/or contractors necessary to perform, in a good and professional manner, all work and services required to be performed under this agreement.
2. MACOMB shall take reasonable precautions in the selection of individuals and/or contractors providing work under this agreement to ensure their honesty, courtesy, ability and fitness. MACOMB shall ensure that no solicitations are made to any person by any of its employees or contractors. Furthermore, MACOMB shall not allow persons at the work site other than its employees, contractors or agents engaged in services.
3. An employee of the City may not be hired to perform services under this contract. Any person performing work under this contract shall not be deemed an employee or independent contractor of the CITY.
4. All persons performing any service hereunder shall be qualified and licensed under federal, state and local law to perform such services.
5. MACOMB shall remove any debris, rubbish and materials after each maintenance service, and shall restore the premises to at least the same condition that existed prior to the work.

**SECTION 4. ASSIGNMENTS AND SUBCONTRACTS.** MACOMB may not assign any part of the this contract without the prior knowledge and written consent of the CITY. Any assignments shall be mutually agreed upon by MACOMB and the CITY, and the assignee will be required to execute an assignment agreement with the City. Such assignment agreement must be approved by City

Council for the CITY to be valid. Even if any part of this contract is assigned, MACOMB shall not be relieved from its responsibilities under this contract.

Macomb may subcontract any or all of the work to be performed under this contract with prior knowledge and consent of the City's Community Development Director. Subcontractor must agree in writing to be bound by the terms of this contract including registration on the System for Award Management (SAM) prior to commencement of any work. Even if any work is subcontracted, MACOMB shall not be relieved from its responsibilities under this contract.

**SECTION 5. SAFETY AND PROTECTION.** MACOMB and any subcontractors shall provide the necessary protection and take all necessary precautions to prevent damage, injury, or loss to any person or property in the performance of any service under this agreement, and shall comply with all applicable safety laws to prevent injuries or accidents. All damage, injury or loss to any private or public property caused by work under this agreement shall be remedied, repaired or replaced by MACOMB at MACOMB's expense to the satisfaction of the City, within seven days' notice from the City. The City reserves all legal and equitable rights to compel performance or to seek compensatory damages for non-compliance.

**SECTION 6. COMPENSATION.** The total compensation to MACOMB under this Contract shall not exceed the maximum amount of \$20,000 (the Contract Amount). Compensation will be based upon the performance of maintenance services specified in Section 1, Paragraph 2 of this Contract. Compensation shall be at the hourly rate of \$13.50 for such services up to the Contract Amount.

MACOMB shall submit quarterly invoices to the CITY, itemizing the type of service, location, and time (rounded to quarter hours). Such reports and invoices shall be submitted within twenty (20) days after each quarter ending September 30, December 31, March 31, and June 30. MACOMB will be entitled to compensation only for the maintenance services specified in Section 1, Paragraph 2 of this Contract. Any additional services must be approved in advance by the Community Development Director.

**SECTION 7. INSURANCE.** MACOMB, and any of its subcontractors, shall maintain and keep in effect during the term of this agreement, the following insurance policies:

1. Workers Compensation & Employers Liability Insurance in the statutory amounts required by the State of Michigan for all laborers and employees.
2. Comprehensive General Liability Insurance  
\$1,000,000 per occurrence  
\$2,000,000 General Aggregate for Bodily Injury and Property Damage
3. Comprehensive Motor Vehicle Liability  
\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage
4. Umbrella - Excess Coverage - \$2,000,000

The City shall be named as an additional insured on said Comprehensive General and Motor Vehicle Liability Insurance and stated on certificate as follows: "The City of Warren, City of Warren Municipal Building 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."

Certificates of insurance shall be submitted to the CITY prior to the commencement of work, and may not be canceled or materially changed without thirty (30) days prior notice to the City.

## **SECTION 8. TERMINATION FOR CAUSE**

1. If, for any cause, MACOMB or the CITY shall fail to fulfill in a timely and proper manner its obligations under this agreement, or shall violate any of the covenants, agreements, or stipulations of this agreement, the CITY or MACOMB shall have the right to terminate this agreement by giving notice to the other party of such termination at least five (5) days before the effective date of such termination. MACOMB shall not commit to services or otherwise to the expenditure of Program Funds after receipt of the notice of termination.
2. Upon termination of this agreement, MACOMB or the CITY shall not be relieved of liability to the other party for any damages sustained by virtue of any breach of the agreement. The CITY may withhold any payments to MACOMB for the purpose of set off until such time as the exact amount of damages due the CITY from MACOMB is determined.

**SECTION 9. CONFIDENTIALITY AND RETURN OF DOCUMENTS.** Upon termination or expiration of this Agreement, all finished or unfinished documents, data, studies, surveys and reports prepared by MACOMB shall be transferred to the CITY. In addition, all reports and information prepared, used, or collected under this Agreement are confidential and shall not be made available to any individual, group or organization without the prior written approval of the CITY. This section shall survive termination of the agreement.

**SECTION 10. TERMINATION FOR CONVENIENCE.** The CITY may terminate this agreement at any time for any reason by giving at least thirty (30) days notice in writing to MACOMB. If the contract is terminated for convenience, MACOMB will be paid for the services provided and expenses incurred up to the termination, which in no event shall exceed \$13.50 for each hour of service. MACOMB shall not commit to services or otherwise to the expenditure of Program Funds after receipt of the notice of termination. IF this Contract is terminated due to the fault of MACOMB, Section 8 shall apply.

**SECTION 11. CHANGES.** Any changes in services to be performed hereunder, including any increase or decrease in the amount of compensation, shall be mutually agreed upon by MACOMB and the CITY, and shall be incorporated into written amendments approved by the parties.

**SECTION 12. INDEPENDENT CONTRACTOR.** While carrying out the terms of this contract, MACOMB is an independent contractor and not an officer, employee or agent of the CITY. MACOMB shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the CITY. In addition, MACOMB shall be responsible for the acts or omissions of its employees.

Any participation of the CITY in the administration and/or implementation of this Agreement is for the sole purpose of ensuring compliance with CDBG goals and requirements and shall not be construed as giving rise to any employment, contractual or agency relationship with any person performing or receiving services under this Agreement.

### **SECTION 13. LIABILITY AND INDEMNITY.**

1. MACOMB acknowledges that MACOMB and not the CITY is responsible for the conduct of work under this Contract. MACOMB shall be responsible for any property damage or personal injury caused by, related to, or arising from the performance of this Contract of for the acts and omissions of MACOMB and its officers, employees and agents, except as provided below.
2. To the extent permitted by law, MACOMB shall indemnify and hold harmless the CITY, and its officers, employees and agents, for and from any liability, suits, demands, judgments and claims, including reasonable attorney fees and costs, for any personal injury or property damage arising from, or resulting from, its performance of this agreement, or from the violation of any law, ordinance or regulation.
3. All liability to third parties, loss or damages, demands, costs or judgments arising out of activities to be carried out by MACOMB in the performance of this agreement shall be the responsibility of MACOMB if the liability, loss, or damages are caused by, or arise out of, the actions or failure to act on the part of MACOMB or anyone directly or indirectly employed by MACOMB.

All liability to third parties, loss or damages, demands, costs or judgments arising out of activities or performance of the CITY under the terms of this agreement shall be the responsibility of the CITY if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the CITY or anyone directly or indirectly employed by the CITY.

In the event that liability to third parties, losses or damages arise as a result of activities conducted jointly by MACOMB and the CITY in fulfillment of their responsibilities under this Contract, such liability, loss or damage shall be borne by MACOMB and the CITY in relation to each party's responsibilities under these joint activities.

4. MACOMB shall hold the CITY harmless for any employment claim arising from or related to work performed under this Contract, including but not limited to claims related to workers compensation, insurance rights or liabilities, pension rights or liabilities and unemployment compensation.
5. Nothing in this agreement is to be construed as waiving any governmental immunity provided to the County of Macomb, Macomb County Community Services Agency, and City of Warren or their officers, employees or agents under the Governmental Liability for Negligence Act, MCL 691.1401, *et. seq.*, as amended, or by a court of law.
6. The indemnification obligations will survive termination.

**SECTION 14. 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:

City of Warren  
Office of Community Development  
One City Square, Suite 210  
Warren, MI 48093

and addressed to MACOMB as follows:

Macomb County Community Services Agency  
Senior Citizens Chore Services  
21885 Dunham Road, Suite 10  
Verkuilen Building  
Clinton Township, MI 48036

**SECTION 15. COMPLIANCE WITH LAWS.** MACOMB shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments including but not limited to maintaining an active registration status with the System for Award Management (SAM).

**SECTION 16. HEADINGS AND SEVERABILITY.** The headings of the sections in this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of the contract. If any part of this Agreement shall be found invalid, that part shall be severable, and remaining provisions shall have full force and effect.

**SECTION 17. REPORTS AND INFORMATION.** MACOMB, at all times and in such forms as the CITY may require, shall furnish the CITY with such periodic reports as it may request pertaining to the work or services, and/or statistics necessary for the CITY to complete its reporting obligations.

**SECTION 18. FEDERAL AUDIT REQUIREMENTS, RECORDS, AND AUDITS.** MACOMB shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and Non-Federal shares. MACOMB shall allow the CITY, or any authorized representative thereof, to inspect or audit these records, at any time upon request. MACOMB shall retain the records for five (5) years after the expiration of this Agreement, unless permission to destroy them sooner is granted by the CITY.

Financial management systems standards of MACOMB shall be in compliance with Attachment G of the Office of Management and Budget Circular No. A-102 and such other regulations as may be applicable to budgeting, use and reporting of federal funds.

**SECTION 19. NONDISCRIMINATION.** During the performance of this Agreement, MACOMB agrees as follows:

1. MACOMB and any of its subcontractors will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, age, height, weight, marital status, handicap and/or disability that is unrelated to the individual's ability to perform the particular job. MACOMB will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age, height, weight, marital status, handicap and/or

disability that is unrelated to the individuals' ability to perform the particular job. Such action shall include, but not be limited to, the following: 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. MACOMB agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this clause.

2. MACOMB will, in all solicitations or advertisements for employees placed by or on behalf of MACOMB state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, height, weight, marital status, handicap and/or disability.
3. MACOMB will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. MACOMB will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. MACOMB will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the authorized representative of the CITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of MACOMB's noncompliance with the nondiscrimination clauses of this Agreement or with any such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and MACOMB may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. MACOMB will include the provisions of paragraphs (1) through (6) of this section in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. MACOMB will take such action with respect to any subcontract or purchase order as the authorized representative of the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance.
8. In the event MACOMB becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the authorized representative of the CITY, MACOMB may request the United States to enter into such litigation to protect the interests of the United States.

**SECTION 20. CERTIFICATION REGARDING LOBBYING.** MACOMB certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of MACOMB, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or any employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. MACOMB shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loan and cooperative agreements) and that the sub-recipients shall certify and disclose accordingly.

**SECTION 21. PATENTS AND COPYRIGHTS.** During the performance of this Agreement, MACOMB agrees as follows:

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.

**SECTION 22. HEADINGS AND SEVERABILITY.** During the performance of this Agreement, MACOMB agrees as follows:

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.

**SECTION 23. GOVERNING LAW.** During the performance of this Agreement, MACOMB agrees as follows:

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.

**SECTION 24: APPENDIX A OF TITLE VI PLAN.** During the performance of this Agreement, MACOMB 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.

**SIGNATURES**

**Signed in the presence of:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CITY OF WARREN:**

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

**MACOMB COUNTY:**

By: \_\_\_\_\_  
Albert L. Lorenzo  
Assistant Macomb County Executive

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Rhonda M. Powell, Director  
Macomb County Community Services Agency

Date: \_\_\_\_\_

ADDENDUM  
CHORE SERVICES CONTRACT

Definition Severely Disabled Adults:

Persons are classified as having a severe disability if they are at least 18 years of age, and either (a) have used a wheel-chair or another special mobility aid for at least six months prior to the service date; (b) are unable to perform one or more “functional activities” or need assistance with an “ADL” or “IADL”; (c) are physically incapable of performing household chores; or (d) have a selected condition including autism, cerebral palsy, Alzheimer’s disease, senility, dementia, or mental retardation; or (e) are under 65 years of age and who are covered by Medicare or who receive SSI.

For the purposes of this definition, the term “functional activities” include seeing, hearing, having one’s speech understood, lifting and carrying, walking up a flight of stairs, and walking. An ADL is an “activity of daily living” which includes mobility inside the home, getting in or out of bed or a chair, bathing, dressing, eating, and toileting. An IADL is an “instrumental activity of daily living” and includes exiting the home without human assistance, keeping track of money or bills, preparing meals, doing light housework, and using the telephone.

**EXHIBIT A**  
**CITY OF WARREN**  
**COMMUNITY DEVELOPMENT PROGRAM**  
**SCHEDULE OF INCOME LIMITS**  
**(Prepared by HUD April 2015)**

<u>Household Size</u>	<u>Very Low Income</u> (30%)	<u>Low Income</u> (50%)	<u>Moderate Income</u> (80%)
1	\$14,250	\$23,700	\$37,950
2	16,250	27,100	43,350
3	20,090	30,500	48,750
4	24,250	33,850	54,150
5	28,410	36,600	58,500
6	32,570	39,300	62,850
7	36,730	42,000	67,150
8	40,890	44,700	71,500



**COMMUNITY DEVELOPMENT**

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

August 31, 2015

TO: Scott C. Stevens, Council Secretary

RE: Emergency Shelter Agreement between the City of Warren and MCREST

As part of the 2015-2016 CDBG Program Year Budget, funds in the amount of \$11,000 have been allocated to provide emergency shelter for homeless persons at host churches located in Warren. The City desires to enter into a contract with the Macomb County Rotating Emergency Shelter Team (MCREST) to provide such services. MCREST will be reimbursed for the emergency shelter provided at the rate of \$10.00 per person assisted per night.

Funding is available in the Emergency Shelter Line Item No. 9850-80157CDBG16 in the amount of \$11,000 sufficient to approve the contract between the City of Warren and the Macomb County Rotating Emergency Shelter Team (MCREST).

Attached for consideration by Council you will find a copy of the proposed agreement. We are asking that you consider this item at your September 8, 2015 meeting. The appropriate resolution authorizing execution of the agreement for these services is attached. If you have any questions regarding this matter, please contact Community Development at (586)574-4686.

Sincerely,

A handwritten signature in black ink that reads "Lark L. Samouelian" with a small flourish below it.

Lark L. Samouelian  
Community Development Director

Read and Concur:

A large, stylized handwritten signature in blue ink.

James R. Fouts  
Mayor

Read and Approved as to Form:

A handwritten signature in blue ink that reads "Mary Michaels".

Mary Michaels  
Acting City Attorney



**COMMUNITY DEVELOPMENT**

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

August 31, 2015

**TO:** Lark Samouelian, Community Development Director  
**FROM:** Gina L. Hensley, Administrative and Financial Assistant *LHA*  
**RE:** **Funds Available for 2015-2016 Emergency Shelter Contract**

Funding is available in the Emergency Shelter Line Item no. 9850-80157CDBG16 in the amount of \$11,000 sufficient to approve the contract between the City of Warren and the Macomb County Rotating Emergency Shelter Team (MCREST).

Should you have any questions, please feel free to call me.

RECEIVED  
AUG 25 2015  
City Attorney's Office



**COMMUNITY DEVELOPMENT**

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

August 24, 2015

TO: Mary Michaels, Acting City Attorney  
FROM: Angela Tarasenko, Community Development Administrative Assistant   
RE: Agreement between the City of Warren and MCREST

Attached you will find the following documents regarding the above captioned matter:

- Letter to City Council
- Agreement between the City of Warren and MCREST
- The appropriate resolution for consideration by Council

Please have this item reviewed and return it to the Community Development Department, so it may be forwarded to Council for consideration at their September 8, 2015 meeting.

If you have any questions regarding this matter, please call me at (586) 574-4686.

**RESOLUTION TO APPROVE  
EMERGENCY SHELTER AGREEMENT  
BETWEEN THE CITY OF WARREN AND  
THE MACOMB COUNTY ROTATING EMERGENCY SHELTER TEAM**

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on September 8, 2015 at 7:00 p.m. Eastern Time in 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 is the recipient of Community Development Block Grant Funds under Title I of the Housing and Community Development Act of 1974, as amended.

Macomb County Rotating Emergency Shelter Team (MCREST) is a non-profit organization that promotes, organizes, and assists churches of all denominations in providing safe overnight shelter for the homeless.

Council approved the allocation of \$11,000 to provide emergency shelter for homeless persons at participating host churches located in Warren.

The Mayor and the Community Development Block Grant staff recommend that the City enter into a contract with MCREST to provide emergency shelter for homeless persons at the participating host churches located in Warren.

Sufficient funds to enter into this agreement are available in the Emergency Shelter Line Item no. 9850-80157CDBG16.

**THEREFORE, IT IS RESOLVED,** that the Mayor and City Clerk are authorized to execute a contract for the period October 1, 2015 through September 30, 2016 with MCREST to provide emergency shelter for homeless persons at participating Warren churches up to the total amount of \$11,000. Such contract shall be in a form that meets with the approval of the City Attorney.

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

NAYES: Councilmembers \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED THIS 8th day of September, 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 Council of the City of Warren at its meeting held on September 8, 2015.

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

**EMERGENCY SHELTER AGREEMENT  
BETWEEN THE MACOMB COUNTY ROTATING EMERGENCY SHELTER TEAM  
AND CITY OF WARREN 2015/2016 PROGRAM YEAR**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2015, between the City of Warren (CITY), a Michigan municipal corporation, whose address is One City Square, Suite 210, Warren, Michigan 48093, and the Macomb County Rotating Emergency Shelter Team (MCREST), a Michigan non-profit corporation, whose address is 20415 Erin, Roseville, Michigan 48066.

The parties stipulate as follows:

1. The CITY is the grant recipient of Community Development Block Grant funds under Title I of the Housing and Community Development Act of 1974 as amended (“Program Funds”).
2. MCREST is a nonprofit organization that exists to promote, organize, and assist churches of all denominations in providing safe overnight shelter for the homeless.
3. The CITY has appropriated a portion of the Program Funds to provide emergency shelter for homeless persons at the churches located in the City of Warren participating in MCREST (“Program Assistance”).
4. MCREST desires to use Program Funds to provide emergency shelter for homeless persons in conjunction with churches located in the City of Warren participating in MCREST.
5. The CITY believes this will serve a public purpose.

For the reasons set forth above, and in consideration of the mutual covenants and promises of the parties, the CITY and MCREST agree as follows:

**SECTION 1. SCOPE OF SERVICES.**

1. MCREST shall provide income eligible homeless persons (“Program Recipients”) with overnight shelter at host churches of various denominations located in the City of Warren.
2. Program Assistance shall be limited to shelter provided at the host churches validly existing and registered with the State of Michigan, and located in the City of Warren.
3. MCREST shall interview each Program Recipient receiving shelter in a church located in the CITY. A MCREST *Intake Packet* must be completed for each Program Recipient. The *Intake Packet* must be signed by the Program Recipient and a MCREST case worker. It must be maintained on file in the MCREST Offices, and made available to the City upon request.
4. MCREST shall maintain *Guest Sign-In Sheets*, attached as Exhibit A. They must be maintained on file in the MCREST Offices, and made available to the CITY upon request.
5. MCREST shall not discriminate in the provision of services on the basis of race, religion, color, sex, national origin, marital status, age, handicap/disability, familial status, height or weight.

**SECTION 2. TERM OF AGREEMENT.** The term of this Agreement shall be from October 1, 2015 until the earlier of the exhaustion of the Contract amount or September 30, 2016, unless terminated sooner.

**SECTION 3. PERSONNEL.**

1. MCREST shall provide, at its own expense, all personnel necessary to perform all work and services required under this Agreement.
2. MCREST shall take reasonable precautions in the selection of individuals performing services under this Agreement to ensure their honesty, courtesy, ability and fitness. MCREST shall ensure that no solicitations except for employment purposes are made to any person by any of its personnel, whether volunteer or employee.
3. Any person employed by the CITY may not be hired by MCREST to perform services under this Agreement, but a CITY employee may perform services as a volunteer. No person shall be considered an employee or independent contractor of the CITY while performing services under this Agreement.
4. All of the services required under this Agreement will be performed by MCREST under its supervision, and all personnel engaged in the work shall be fully qualified and shall be permitted under the State and local law to perform such services.

**SECTION 4. ASSIGNMENTS AND SUBCONTRACTS.** MCREST may not assign or subcontract any part of the work to be performed under this Agreement without the prior knowledge and written consent of the CITY. Any assignments shall be mutually agreed upon by MCREST and the CITY, and the assignee will be required to execute an assumption agreement with the CITY. To be valid, such assumption agreement must be approved by the City Council for the City of Warren. In the event that any of the work is assigned or subcontracted, MCREST shall not be relieved from its responsibility to perform under this Agreement.

**SECTION 5. COMPENSATION.**

1. MCREST shall be reimbursed for each night of emergency shelter provided to Program Recipients at the rate of \$10.00 per person assisted. MCREST shall submit quarterly invoices to the CITY. The invoices shall indicate the number of nights of emergency shelter provided by date and location for which reimbursement is requested. The invoices shall be accompanied by completed *Quarterly Reports* attached as Exhibit B that will contain summary statistical information on the persons assisted.

Invoices and the required reports shall be submitted within twenty (20) days after each quarter ending December 31, March 31, June 30, and September 30.

2. During the term of this Agreement, the total compensation and reimbursement to be paid by the CITY shall not exceed the maximum of \$11,000 (Contract Amount).
3. Any payment or other income received by MCREST from a Program Recipient for services rendered under the terms of this Agreement shall be considered Program Income. Any Program Income received shall be deducted, in the same period it is received, from the invoices submitted to the CITY. All unaccounted Program Income remaining after the termination or expiration of this Agreement shall be transferred to the CITY.

**SECTION 6. INSURANCE.**

MCREST shall procure, at its own expense, and keep effective during the term of this Agreement, the insurance specified below, from an insurance company authorized to do business in the State of Michigan and reasonably acceptable to the CITY. The type and amount of insurance required, unless waived in advance by the City's Insurance Manager, is as follows:

1. Workers Compensation & Employers Liability Insurance in the statutory amounts required by the State of Michigan for all laborers and employees.
2. Comprehensive General Liability Insurance  
\$1,000,000 per occurrence  
\$2,000,000 General Aggregate for Bodily Injury and Property Damage
3. Comprehensive Motor Vehicle Liability (Non-Owned)  
\$500,000 Combined Single Limit for Bodily Injury and Property Damage

The City shall be named as an additional insured on said Comprehensive General and Motor Vehicle Liability Insurance and stated on certificate as follows: "The City of Warren, City of Warren Municipal Building 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."

Certificates of insurance (or applicable renewal certificates) for the required coverage issued in the name of MCREST shall be delivered to the CITY c/o the Community Development Program, One City Square, Suite 210, Warren, Michigan 48093. These certificates shall clearly indicate that the provisions of the applicable policy are in compliance with the requirements of this section. All insurance policies and certificates must include a provision providing thirty (30) days prior written notice to the CITY of cancellation, material change or reduction of coverage. The insurance limits shall in no way limit MCREST's obligation to provide indemnification for damages or injuries in excess of such coverage.

**SECTION 7. TERMINATION FOR CAUSE.** If, for any cause, MCREST shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or shall violate any of the provisions of this Agreement, the CITY shall have the right to terminate this Agreement by giving notice to MCREST of such termination and specifying the effective date thereof, at least five (5) days before the effective date of termination. MCREST shall not make any expenditure of Program Funds upon receipt of the notice of termination. MCREST shall not be entitled to Program Funds for any expense incurred after the notice of termination.

Upon termination, MCREST shall not be relieved of liability to the other party for any damages sustained by virtue of any breach of the Agreement. The CITY may withhold payments to MCREST for the purpose of set off until such time as the exact amount of damages due the CITY from MCREST is determined.

**SECTION 8. 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 MCREST. The CITY may also terminate this Agreement in the event any existing or future agreement between the CITY and the Department of Housing and Urban Development (HUD) no longer permits the expenditure of federal funds for this project. The CITY may terminate this Agreement immediately if the grant funding from HUD is terminated (loss of funding).

If the Agreement is terminated for convenience or loss of funding, MCREST will be paid for the services provided and expenses incurred up to the termination less any amounts that may be withheld for any liability or unfulfilled obligation owed to the CITY.

MCREST shall not make any expenditure of Program Funds upon receipt of the notice of termination and shall not be entitled to Program Funds for any expense incurred after the notice of termination. If this Agreement is terminated due to the fault of MCREST, Section 7 shall apply.

**SECTION 9. CONFIDENTIALITY AND RETURN OF DOCUMENTS.** Upon termination or expiration of this Agreement, all finished or unfinished documents, data, studies, surveys and reports prepared by MCREST shall be transferred to the CITY. In addition, all reports and information prepared or used under this Agreement including, without limitation the guest sign-in sheets and intake packets, are confidential and shall not be made available to any individual, group or organization without the prior written approval of the CITY. This section shall survive termination of the agreement.

**SECTION 10. CHANGES.** Any changes in services to be performed hereunder, including any increase or decrease in the amount of compensation, shall be mutually agreed upon by MCREST and the CITY, and shall be incorporated into written amendments approved by the City Council for the City of Warren.

**SECTION 11. INDEPENDENT CONTRACTOR.** While carrying out the terms of this Agreement, MCREST is an independent contractor and not an officer, employee or agent of the CITY. MCREST shall not at any time or in any manner represent that it or any of its members, agents or employees are agents or employees of the CITY. In addition, MCREST shall be responsible for the acts or omissions of its members and employees.

Any involvement by the City of Warren in the implementation and/or administration of this Agreement is for the sole purpose of ensuring compliance with HUD and Community Development Program goals and procedures, and shall not give rise to any employment, agency or contractual relationship with any of MCREST's employees or agents, or any Program Recipient or host church. This section shall survive termination of the agreement.

**SECTION 12. INDEMNITY.** MCREST shall indemnify and hold harmless the City of Warren, and its officers, employees, commissions, boards and agents from any and all liability, claims, suits, demands or judgments for any property damage, personal injury or death arising from or related to the performance of work under this Agreement, or from the violation by MCREST or any of its members, employees, or agents of any law, ordinance or regulation.

MCREST shall also hold the CITY harmless from and for any employment claim arising from or related to work performed under this Agreement, including, but not limited to claims related to workers' compensation, insurance rights or liabilities, pension rights or liabilities or employment compensation. MCREST shall not be liable for any claim arising from the CITY'S sole gross negligence. This section shall survive termination of the agreement.

**SECTION 13. 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:

Office of Community Development  
City of Warren  
One City Square, Suite 210  
Warren, MI 48093

and to MCREST as follows:

MCREST  
20415 Erin St.  
Roseville, MI 48066

**SECTION 14. COMPLIANCE WITH LAWS.** MCREST shall comply with all applicable laws, ordinances and codes of the federal, state and local government at all times when carrying out the terms of this Agreement including but not limited to maintaining an active registration status with the System for Award Management (SAM).

**SECTION 15. 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 severable, and the remainder shall have force and effect.

**SECTION 16. REPORTS AND INFORMATION.**

1. MCREST shall maintain written records that document income eligibility and the number and location of nights of emergency shelter provided through the expenditure of the Program Funds. In addition, these records shall indicate the amount of Program Income MCREST received, if any, from the Program Recipient. These records shall be made available to the CITY or to representatives of HUD.
2. MCREST shall submit, within thirty (30) days of the end of CITY'S program year (June 30), a completed *Annual Report* attached hereto as Exhibit C.

**SECTION 17. FEDERAL AUDIT REQUIREMENTS, RECORDS, AND AUDITS.** MCREST shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and Non-Federal shares. MCREST shall allow the CITY or any authorized representative thereof, to inspect or audit these records, at any time upon request. MCREST shall retain the records for five (5) years after the expiration of this Agreement, unless permission to destroy them sooner is granted by the CITY. Financial management systems standards of MCREST shall be in compliance with Office of Management and Budget Circular A-133 and such other regulations as they may be applicable to budgeting, use and reporting of federal funds.

**SECTION 18. NONDISCRIMINATION.** During the performance of this Agreement, MCREST agrees as follows:

1. MCREST and any of its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of race, religion, color, sex, national origin, marital status, age, familial status, height, weight, and handicap/disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of this Agreement. MCREST shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, marital status, age, familial status, height, weight, and handicap/disability that is unrelated to the individual's ability to perform the particular job. Such action shall include, but not be limited to, the following: 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. MCREST agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. MCREST shall in all solicitation or advertisements for employees placed by or on behalf of MCREST state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, marital status, age, handicap/disability, familial status, height, and weight.
3. MCREST will cause the forgoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the above provisions shall not apply to contracts for standard commercial supplies or raw materials.

**SECTION 19. CONFLICT OF INTEREST - LOBBYING.** MCREST 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. MCREST 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 MCREST, the amount of any such commission, percentage, brokerage, or contingent fee.

**SECTION 20. 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.

**SECTION 21. CONDITIONS FOR RELIGIOUS ORGANIZATIONS.** No Community Development Block Grant funds, including program income received by MCREST under this Agreement, may be used to construct, acquire, rehabilitate, maintain, or restore structures or other real property owned by a religious organization. No Program Funds may be used to endorse or promote any religious belief or affiliation. Furthermore, there will be no religious requirement or affiliation requested in order to receive services provided under this Agreement.

**SECTION 22. VENUE.** All actions arising under this Agreement shall be governed by, subject to, and construed according to the laws of the State of Michigan. Any action arising out of this agreement shall be brought in a Court whose jurisdiction includes and is located in the County of Macomb, Michigan.

**SECTION 23. BINDING EFFECT.** This agreement shall be binding upon and incur to the benefit of the parties and their successors, assigns and receivers.

**SECTION 24. NON-WAIVER.** The failure of either party to insist upon the strict performance of any covenant, agreement, term or condition of this contract shall not constitute a waiver of any subsequent breach.

**SECTION 25: APPENDIX A OF TITLE VI PLAN.** During the performance of this Agreement, MACOMB 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.

**SIGNATURES**

**Signed in the presence of:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**City of Warren:**

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

**Macomb County Rotating Emergency  
Shelter Team:**

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

Date: \_\_\_\_\_



**EXHIBIT B 2015-2016  
CITY OF WARREN COMMUNITY DEVELOPMENT PROGRAM  
EMERGENCY SHELTER PROGRAM  
QUARTERLY REPORT**

Reporting period from \_\_\_\_\_ to \_\_\_\_\_

1. Number of nights of shelter provided during the reporting period: \_\_\_\_\_
2. Total reimbursement requested for shelter provided during the reporting period: \$ \_\_\_\_\_
3. Total program income received during the reporting period: \$ \_\_\_\_\_
4. Total number of program recipients assisted during the reporting period (count only once even if they were provided with more than one nights shelter): \_\_\_\_\_
5. List churches where service was provided and number of program recipients sheltered at each church during the reporting period (count only once even if they were provided with more than one night of shelter):

6. Number of program recipients in each of the following categories assisted during the reporting period:

Hispanic or Latino and:

- \_\_\_ White
- \_\_\_ Black/African American
- \_\_\_ Asian
- \_\_\_ American Indian/Alaskan Native
- \_\_\_ Native Hawaiian/Other Pacific Islander
- \_\_\_ American Indian/Alaskan Native & White
- \_\_\_ Asian & White
- \_\_\_ Black/African American & White
- \_\_\_ American Indian/Alaskan Native & Black/African American
- \_\_\_ Other

Not Hispanic or Latino:

- \_\_\_ White
- \_\_\_ Black/African American
- \_\_\_ Asian
- \_\_\_ American Indian/Alaskan Native
- \_\_\_ Native Hawaiian/Other Pacific Islander
- \_\_\_ American Indian/Alaskan Native & White
- \_\_\_ Asian & White
- \_\_\_ Black/African American & White
- \_\_\_ American Indian/Alaskan Native & Black/African American
- \_\_\_ Other

Submitted By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone

**EXHIBIT C 2015-2016  
CITY OF WARREN COMMUNITY DEVELOPMENT PROGRAM  
EMERGENCY SHELTER PROGRAM  
ANNUAL REPORT**

Reporting period from July 1, \_\_\_\_\_ to June 30, \_\_\_\_\_

1. Number of nights of shelter provided in Warren churches during the year: \_\_\_\_\_
2. Total reimbursement requested for shelter provided during the year: \$ \_\_\_\_\_
3. Total program income received during the year: \$ \_\_\_\_\_
4. Total number of program recipients assisted in Warren churches during the year (count only once even if they were provided with more than one nights shelter): \_\_\_\_\_
5. List weeks when shelter was provided in Warren and name of participating church:

_____	Hope Lutheran	_____	Warren Woods Baptist Church
_____	Peace Lutheran	_____	St. Anne Catholic Church
_____	Woodside Bible	_____	First United Methodist Church
_____	Mt. Calvary Lutheran	_____	St. Sharbel Maronite Catholic Church
_____	Amazing Grace Lutheran	_____	St. Louise Catholic Church
_____	Life Applications Ministry	_____	Holy Cross Lutheran Church
_____	W. W. Church of the Nazarene	_____	_____
_____	_____	_____	_____

6. Number of program recipients in each of the following categories assisted during the year:

Hispanic or Latino and:

Not Hispanic or Latino:

- \_\_\_ White
- \_\_\_ Black/African American
- \_\_\_ Asian
- \_\_\_ American Indian/Alaskan Native
- \_\_\_ Native Hawaiian/Other Pacific Islander
- \_\_\_ American Indian/Alaskan Native & White
- \_\_\_ Asian & White
- \_\_\_ Black/African American & White
- \_\_\_ American Indian/Alaskan Native & Black/African American
- \_\_\_ Other

- \_\_\_ White
- \_\_\_ Black/African American
- \_\_\_ Asian
- \_\_\_ American Indian/Alaskan Native
- \_\_\_ Native Hawaiian/Other Pacific Islander
- \_\_\_ American Indian/Alaskan Native & White
- \_\_\_ Asian & White
- \_\_\_ Black/African American & White
- \_\_\_ American Indian/Alaskan Native & Black/African American
- \_\_\_ Other

Submitted By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone



**COMMUNITY DEVELOPMENT**

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

August 31, 2015

TO: Scott C. Stevens, Council Secretary

RE: Agreement between the City of Warren and St. Vincent de Paul

As part of the 2015-2016 CDBG Program Year Budget, Council approved the allocation of \$30,000 to assist income eligible Warren households with emergency living expenses. The emergency living expenses are limited to food, utility payments, rent/mortgage payments, medical expense payments, emergency home repair payments or employment related transportation assistance. The City desires to enter into an agreement with the Society of St. Vincent de Paul to provide such services to eligible Warren residents.

Funding is available in the Homeless Prevention Line Item No. 9850-80198-CDBG16 in the amount of \$30,000 sufficient to approve the agreement between the City of Warren and the Society of St. Vincent de Paul

Attached for consideration by Council you will find a copy of the proposed agreement. We are asking that you consider this item at the September 8, 2015 meeting. The appropriate resolution authorizing execution of the agreement for these services is attached.

If you have any questions regarding this matter, please call Community Development at (586)574-4686.

Sincerely,

Lark L. Samouelian  
Community Development Director

Read and Concur:

Read and Approved as to Form:

James R. Fouts  
Mayor

Mary Michaels  
Acting City Attorney



**COMMUNITY DEVELOPMENT**

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

August 31, 2015

TO: Lark Samouelian, Community Development Director

FROM: Gina L. Hensley, Administrative and Financial Assistant *GLH*

RE: **Funds Available for 2015-2016 St. Vincent de Paul Services Contract**

Funding is available in the Chore Services Line Item No. 9850-80198CDBG16 in the amount of \$30,000 sufficient to approve the contract between the City of Warren and the Macomb County Community Services Agency.

Should you have any questions, please feel free to call me at x-4679.

RECEIVED

AUG 25 2015

City Attorney's Office



**COMMUNITY DEVELOPMENT**

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

August 24, 2015

To: Mary Michaels, Acting City Attorney

From: Angela Tarasenko, Community Development Administrative Assistant

A handwritten signature in blue ink, appearing to be "AT", located to the right of the "From:" line.

RE: Agreement between the City of Warren and St. Vincent de Paul for Homeless Prevention- Emergency Services

Attached you will find the following documents regarding the above captioned matter:

- Letter to City Council.
- Agreement between the City of Warren and St. Vincent de Paul for Homeless Prevention - Emergency Service.
- The appropriate resolution for consideration by City Council.

Please have this item reviewed and return to Community Development, so it may be forwarded to City Council for consideration at their September 8, 2015 meeting.

If you have any questions, please call me at 574-4686.

**RESOLUTION**  
**AGREEMENT BETWEEN THE CITY OF WARREN**  
**AND THE SOCIETY OF ST. VINCENT DE PAUL**

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on September 8, 2015 at 7:00 p.m. Eastern Time in 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 is the recipient of Community Development Block Grant Program Funds under Title I of the Housing and Community Development Act of 1974, as amended.

The Society of St. Vincent de Paul provides emergency living expenses through its existing network of parish conferences.

The Society of St. Vincent de Paul desires grant assistance to supplement the services provided to eligible Warren households.

Council approved the allocation of \$30,000 to assist income-eligible Warren households with emergency living expenses. The emergency living expenses are limited to food, utility payments, rent/mortgage payments, medical expense payments, or emergency home repair payments.

The Mayor and the Community Development Block Committee and staff recommend that the City enter into an agreement with the Society of St. Vincent de Paul to provide Program funds for emergency living expenses to eligible Warren households in accordance with the attached agreement.

Sufficient funding to enter into this Agreement is available in the Homeless Prevention Line Item No. 9850-80198-CDBG16.

**IT IS RESOLVED**, that the Mayor and City Clerk are authorized to execute an agreement for the period of October 1, 2015 through September 30, 2016 with the Society of St. Vincent de Paul to provide Program funds up to total amount of \$30,000 for emergency living expenses to eligible Warren households, consistent with the attached agreement and in such form that meets with the approval of the City Attorney.

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

NAYES: Councilmembers \_\_\_\_\_  
\_\_\_\_\_

**RESOLUTION DECLARED ADOPTED THIS 8th day of September, 2015.**

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

**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  )ss  
COUNTY OF MACOMB    )

I, Paul Wojno, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the Council of the City of Warren at its meeting held on September 8, 2015.

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

**HOMELESS PREVENTION - EMERGENCY SERVICE AGREEMENT  
BETWEEN THE SOCIETY OF ST. VINCENT DE PAUL  
AND THE CITY OF WARREN FOR 2015/2016 PROGRAM YEAR**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2015, between the City of Warren (CITY), a Michigan municipal corporation, whose address is One City Square, Warren, MI 48093, and the Society of St. Vincent de Paul in the Archdiocese of Detroit (ST. VINCENT DE PAUL), whose address is 3000 Gratiot, Detroit, Michigan 48207.

The parties stipulate as follows:

1. The CITY is the grant recipient of Community Development Block Grant funds under Title I of the Housing and Community Development Act of 1974, as amended
2. The CITY has appropriated a portion of the Funds to assist qualified residents with specific living expenses in emergency situations.
3. ST. VINCENT DE PAUL desires to offer such assistance to qualified residents in the City of Warren with funds made available through the Community Development Block Grant Program ("Program Funds").

For the reasons set forth above, and in consideration of the mutual covenants and promises of the parties, the CITY and ST. VINCENT DE PAUL agree as follows:

**SECTION 1. SCOPE OF SERVICES.**

1. ST. VINCENT DE PAUL shall assist income-eligible households ("Program Recipients") with Emergency Living Expenses up to the Contract Amount. Emergency Living Expenses are defined as food, utility payments, rent/mortgage payments, medical expense payments, and emergency home repair payments.
2. ST. VINCENT DE PAUL, at its expense, may also counsel Program Recipients on employment matters, family relations and household budgeting *to improve financial independence*. Such counseling shall not be a reimbursable Emergency Living Expense, under this Agreement.
3. Not more than \$1,000 may be disbursed to any individual Program Recipient over the course of the Agreement, without the consent of the CITY. Program Recipient, for the purpose of this Agreement, means one household encompassing all persons occupying the same residence.
4. Program assistance shall be limited to households that satisfy the following eligibility requirements:
  - a. The household shall qualify as low or moderate income as defined by the Department of Housing and Urban Development (HUD) and the City of Warren Community Development Program. These income limits may, at the CITY'S discretion, be revised. A copy of the current schedule of income limits is attached to this Agreement as Exhibit A. Any updates to this schedule will be mailed to ST. VINCENT DE PAUL,
  - b. No person in the household has been assisted with Program funds any more than three (3) times within the prior twelve (12) months,
  - c. No person residing in the household is financially or physically capable of providing the assistance, and

- d. The household is located in the City of Warren, Michigan.
5. ST. VINCENT DE PAUL shall interview each Program Recipient to evaluate the case and identify the need for assistance. A summary of the need for assistance will be submitted to the CITY'S Community Development Coordinator with each invoice. In addition, special reviews and consultation with the CITY will be held upon request.
6. For each Program Recipient, ST. VINCENT DE PAUL shall complete an *Affidavit of Eligibility*, attached as Exhibit B, which includes information on each household served as follows:
  - (a) Name of head of household
  - (b) Home address
  - (c) Household size
  - (d) Female head of household
  - (e) Race/Ethnicity of head of household
  - (f) Household income

The Affidavit of Eligibility must be signed by the head of household and the ST. VINCENT DE PAUL representative who interviews the recipient.

7. ST. VINCENT DE PAUL shall provide services regardless of race, religion, color, sex, national origin, marital status, age, handicap/disability or familial status.
8. In the event ST. VINCENT DE PAUL, or its officers, employees, agents or volunteers, cause any damage or loss to any property in the course of any work or services performed with CITY funds, ST. VINCENT DE PAUL and not the CITY will be responsible for the repair or replacement. The CITY may withhold from any reimbursement the amount in dispute in the event the CITY receives a claim, until settlement. This provision shall survive termination or expiration of this Contract.

**SECTION 2. TERM OF CONTRACT.** The term of this contract shall be from October 1, 2015 to the earlier of September 30, 2016 or upon exhaustion of Contract Amount, unless terminated sooner in accordance with sections 7 or 8 of this Agreement.

**SECTION 3. PERSONNEL.**

1. ST. VINCENT DE PAUL shall provide, at its own expense, all personnel necessary to perform all required work and services under this agreement.
2. ST. VINCENT DE PAUL shall take reasonable precautions in the selection of individuals performing services under this agreement to ensure their honesty, courtesy, ability and fitness. ST. VINCENT DE PAUL shall ensure that no solicitations for donations or religious purposes are made to any person by any of its personnel, whether volunteer or employee, other than for services within the scope of this contract.
3. Any person employed by the CITY may not be hired by ST. VINCENT DE PAUL to perform services under this Agreement, but a CITY employee may perform services as a volunteer. No person shall be considered an employee or independent contractor of the CITY while performing services under this Agreement.
4. ST. VINCENT DE PAUL will provide adequate supervision over the services performed under this Agreement, and all personnel engaged in the work shall be fully certified and qualified and shall be permitted under the State and local law to perform such services.

**SECTION 4. ASSIGNMENTS AND SUBCONTRACTS.** ST. VINCENT DE PAUL may not assign or subcontract any part of the work without the prior knowledge and written consent of the CITY. Any assignments shall be mutually agreed upon by ST. VINCENT DE PAUL and the CITY, and the assignee will be required to execute an assumption agreement with the CITY. Such assumption agreement must be approved by City Council for the City of Warren to be valid. Even if any of the work is assigned or subcontracted, ST. VINCENT DE PAUL shall not be relieved from its responsibility to perform under this Contract.

**SECTION 5. COMPENSATION.**

1. ST. VINCENT DE PAUL shall be reimbursed for the actual cost of the Emergency Living Expense, as defined in Section 1.1, provided to the Program Recipients. ST. VINCENT DE PAUL shall submit invoices to the CITY at least quarterly. The invoices shall be accompanied with copies of the paid receipts, a completed *Affidavit of Eligibility* for each Program Recipient attached hereto as Exhibit B, and completed *Summary Reports* attached hereto as Exhibit C. The final invoice for the contract period and the required reports must be submitted within sixty (60) days after the end of the contract September 30.
2. During the term of this contract, the total reimbursement to be paid by the CITY shall not exceed the maximum of \$30,000 (Contract Amount).
3. Any donations received by ST. VINCENT DE PAUL from Program Recipients shall be deducted, in the same period it is received, from the invoices submitted to the CITY.

**SECTION 6. INSURANCE.**

ST. VINCENT DE PAUL shall procure, at its own expense, and keep effective during the term of this Agreement, the insurance specified below, from an insurance company authorized to do business in the State of Michigan and reasonably acceptable to the CITY. The type and amount of insurance required is as follows:

1. Workers Compensation & Employers Liability Insurance in the statutory amounts required by the State of Michigan for all laborers and employees.
2. Comprehensive General Liability Insurance  
\$1,000,000 per occurrence  
\$2,000,000 General Aggregate for Bodily Injury and Property Damage
3. Comprehensive Motor Vehicle Liability  
\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage

The City shall be named as an additional insured on said Comprehensive General and Motor Vehicle Liability Insurance and stated on certificate as follows: “The City of Warren, City of Warren Municipal Building 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.”

Certificates of Insurance (or applicable renewal certificates) for the required coverage issued in the name of ST. VINCENT DE PAUL shall be delivered to the CITY c/o the Community Development Program, One City Square, Suite 210, Warren, Michigan 48093. These certificates shall clearly indicate that the provisions of the applicable policy are in compliance with all requirements of this section.

All insurance policies and certificates must include a provision providing thirty (30) days prior written notice to the CITY of cancellation, material change or reduction of coverage. The insurance limits shall in no way limit ST. VINCENT DE PAUL’S obligations to provide indemnification for damages or injuries in excess of such coverage.

**SECTION 7. TERMINATION FOR CAUSE.** If, for any cause, ST. VINCENT DE PAUL shall fail to fulfill in a timely and proper manner its obligations under this agreement, or shall violate any of the provisions of this agreement, the CITY shall have the right to terminate this agreement by giving notice to ST. VINCENT DE PAUL of such termination and specifying the effective date thereof, at least five (5) days before the effective date of termination.

Upon termination, ST. VINCENT DE PAUL shall not be relieved of liability to the other party for any damages sustained by virtue of any breach of the agreement. The CITY may withhold payments to ST. VINCENT DE PAUL for the purpose of set off until such time as the exact amount of damages from ST. VINCENT DE PAUL is determined. St. Vincent de Paul shall not commit to the expenditure or incur any Program expense after the receipt of the termination notice.

**SECTION 8. 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 ST. VINCENT DE PAUL. The CITY may also terminate this Agreement in the event any existing or future agreement between the CITY and the Department of Housing and Urban Development (HUD) no longer permits the expenditure of federal funds for this project. The CITY may terminate this Agreement immediately if the grant funding from HUD is terminated (loss of funding).

If the contract is terminated for convenience or loss of funding, ST. VINCENT DE PAUL will be paid for the services provided and expenses incurred up to the termination less any amounts that may be withheld for any liability or unfulfilled obligation owed to the CITY. St. Vincent de Paul shall not commit to the expenditure or incur any Program expense after the receipt of the termination notice. If this contract is terminated due to the fault of ST. VINCENT DE PAUL, Section 7 shall apply

**SECTION 9. FINDINGS CONFIDENTIALITY.** Upon termination or expiration of this Agreement, all finished or unfinished documents, data, studies, surveys and reports prepared by ST. VINCENT DE PAUL shall be transferred to the CITY. In addition, all reports and information which ST. VINCENT DE PAUL prepared or used under this Agreement are confidential and shall not be made available to any individual, group or organization without the prior written approval of the CITY.

**SECTION 10. CHANGES.** Any changes in services, including any increase or decrease in the amount of compensation, shall be mutually agreed upon by ST. VINCENT DE PAUL and the CITY, and shall be incorporated into written amendments approved by the City Council for the City of Warren.

**SECTION 11. INDEPENDENT CONTRACTOR.** While carrying out the terms of this Agreement, ST. VINCENT DE PAUL, and its officers, employees, agents and volunteers are independent contractors and are not officers, employees or agents of the CITY. ST. VINCENT DE PAUL shall not at any time or in any manner represent that it or any of its members, agents or employees are agents or employees of the CITY. In addition, ST. VINCENT DE PAUL and not the CITY, shall be responsible for the acts or omissions of its members and employees.

Any involvement by the CITY in the implementation and/or administration of this Agreement is for the sole purpose of ensuring compliance with HUD and the Community Development Program goals and procedures, and shall not give rise to any employment, agency or contractual relationship with any of ST. VINCENT DE PAUL's employees or agents, or any Program Recipient.

**SECTION 12. INDEMNITY.** ST. VINCENT DE PAUL, 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 ST. VINCENT DE PAUL or any of its directors, employees, volunteers, agents, contractors, or subcontractors.

ST. VINCENT DE PAUL'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.

ST. VINCENT DE PAUL shall also indemnify, defend and hold the CITY harmless from and for any employment claim including, without limitation, claims related to workers compensation, insurance rights or liabilities, pension rights or liabilities, or employment compensation. ST. VINCENT DE PAUL shall indemnify the CITY for any funds which are required to be repaid by the CITY to the U.S. Department of Housing and Urban Development as a result of ST. VINCENT DE PAUL's violation of Community Development Block Grant Program rules through the implementation of this Agreement.

These indemnification provisions shall survive termination or expiration of the Contract.

**SECTION 13. 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:

City of Warren  
Office of Community Development  
One City Square, Suite 210  
Warren, MI 48093

and to ST. VINCENT DE PAUL as follows:

Society of St. Vincent de Paul  
Van Elslander Family Center  
3000 Gratiot  
Detroit, MI 48207

**SECTION 14. COMPLIANCE WITH LAWS.** ST. VINCENT DE PAUL shall comply with all applicable laws, ordinances and codes of the federal, state and local governments at all times when carrying out the terms of this contract including but not limited to maintaining an active registration status with the System for Award Management (SAM).

**SECTION 15. HEADINGS AND SEVERABILITY.** The headings of the sections in this contract are for convenience only and shall not be used to construe or interpret the scope or intent of the contract or in any way affect same. If any section or provision of this Agreement shall be found invalid, that provision shall be severable, and the remainder shall have force and effect.

**SECTION 16. REPORTS AND INFORMATION.**

1. ST. VINCENT DE PAUL shall maintain written records that document income eligibility and services delivered through the expenditure of the Program Funds. In addition, these records shall indicate the circumstances under which the services were requested and delivered and the amount of Program Income ST. VINCENT DE PAUL received, if any, from the Program Recipient. These records shall be made available to the CITY or to representatives of the U.S. Department of Housing and Urban Development.
2. ST. VINCENT DE PAUL shall submit, within thirty (30) days of the end of the CITY'S program year (June 30), a completed *Annual Report* attached hereto as Exhibit D.

**SECTION 17. FEDERAL AUDIT REQUIREMENTS, RECORDS, AND AUDITS.** ST. VINCENT DE PAUL shall maintain accounts and records, including personnel, property and financial records, adequate to

identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and Non-Federal shares.

ST. VINCENT DE PAUL shall allow the CITY, or any authorized representative thereof, to inspect or audit these records, at any time upon request. ST. VINCENT DE PAUL shall retain the records for five (5) years after the expiration of this Agreement, unless permission to destroy them sooner is granted by the CITY. Financial management systems standards of ST. VINCENT DE PAUL shall be in compliance with the Office of Management and Budget Circular A-133 and such other regulations as they may be applicable to budgeting, use and reporting of federal funds.

**SECTION 18. NONDISCRIMINATION.** During the performance of this Agreement, ST. VINCENT DE PAUL agrees as follows:

1. ST. VINCENT DE PAUL and any of its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of race, religion, color, sex, national origin, marital status, age, familial status, height, weight, and handicap/disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of this Agreement. ST. VINCENT DE PAUL shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, marital status, age, familial status, height, weight, and handicap/disability that is unrelated to the individual's ability to perform the particular job.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ST. VINCENT DE PAUL agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. ST. VINCENT DE PAUL shall in all solicitation or advertisements for employees placed by or on behalf of ST. VINCENT DE PAUL state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, marital status, age, familial status, height, weight, and handicap/disability that is unrelated to the individual's ability to perform the duties of a particular job or position
3. ST. VINCENT DE PAUL will cause the forgoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the above provisions shall not apply to contracts for standard commercial supplies or raw materials.

**SECTION 19. CONFLICT OF INTEREST - LOBBYING.** ST. VINCENT DE PAUL 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. ST. VINCENT DE PAUL 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 ST. VINCENT DE PAUL, the amount of any such commission, percentage, brokerage, or contingent fee.

**SECTION 20. 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.

**SECTION 21. CONDITIONS FOR RELIGIOUS ORGANIZATIONS.** No Community Development Block Grant funds, including program income received by ST. VINCENT DE PAUL under this Agreement, may be used to construct, acquire, rehabilitate, maintain, or restore structures or other real property owned by a religious organization. No Program Funds may be used to endorse or promote any religious belief or affiliation. Furthermore, there will be no religious requirement or affiliation requested in order to receive services provided under this Agreement.

**SECTION 22. VENUE.** All actions arising under this Agreement shall be governed by, subject to, and construed according to the laws of the State of Michigan. Any action arising out of this agreement shall be brought in a Court whose jurisdiction includes and is located in the County of Macomb, Michigan.

**SECTION 23. BINDING EFFECT.** This agreement shall be binding upon and incur to the benefit of the parties and their successors, assigns and receivers.

**SECTION 24. NON-WAIVER.** The failure of either party to insist upon the strict performance of any covenant, agreement, term or condition of this contract shall not constitute a waiver of any subsequent breach.

**SECTION 25: APPENDIX A OF TITLE VI PLAN.** During the performance of this Agreement, MACOMB 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.

**SIGNATURES**

**Signed in the presence of:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CITY OF WARREN:**

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

**ARCHDIOCESAN COUNCIL OF THE  
SOCIETY OF ST. VINCENT DE PAUL**

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

Date: \_\_\_\_\_

**EXHIBIT A**  
**CITY OF WARREN**  
**COMMUNITY DEVELOPMENT PROGRAM**  
**SCHEDULE OF INCOME LIMITS**  
**(Prepared by HUD April 2015)**

<u>Household Size</u>	<u>Very Low Income</u> (30%)	<u>Low Income</u> (50%)	<u>Moderate Income</u> (80%)
1	\$14,250	\$23,700	\$37,950
2	16,250	27,100	43,350
3	20,090	30,500	48,750
4	24,250	33,850	54,150
5	28,410	36,600	58,500
6	32,570	39,300	62,850
7	36,730	42,000	67,150
8	40,890	44,700	71,500

**EXHIBIT B: 2015-2016  
CITY OF WARREN COMMUNITY DEVELOPMENT PROGRAM  
HOMELESS PREVENTION EMERGENCY SERVICE PROGRAM  
AFFIDAVIT OF ELIGIBILITY**

1. Head of Household Name: \_\_\_\_\_
2. Home Address: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Street Number) (City) (Zip Code)
3. Household Size: \_\_\_\_\_ 4. Is the Household Headed by a Single Female: \_\_\_\_\_ (Y/N)

5. Is the Head of Household Hispanic or Latino (Y/N)?

6. Race of Head of Household (circle one):

White, Black/African American, Asian, American Indian/Alaskan Native, Native Hawaiian/Other Pacific Islander,  
American Indian/Alaskan Native & White, Asian & White, Black/African American & White,  
American Indian/Alaskan Native & Black/African American, Other

7. Annual Household Income (include all household members 18 years of age or older) \$ \_\_\_\_\_

8. Household Income Classification (circle one):

Very Low Income, Low Income, Moderate Income

9. Briefly describe assistance provided, including a statement of why assistance was needed:

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

10. Amount (cost) of assistance provided: \$ \_\_\_\_\_

\_\_\_\_\_  
Interviewer Sign Above

\_\_\_\_\_  
Date

\_\_\_\_\_  
Interviewer Print Name Above

**Declaration of Accuracy:**

I hereby attest that the information provided above is accurate to the best of my knowledge.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**EXHIBIT C: 2015-2016  
CITY OF WARREN COMMUNITY DEVELOPMENT PROGRAM  
HOMELESS PREVENTION EMERGENCY SERVICE PROGRAM  
SUMMARY REPORT**

Reporting period from \_\_\_\_\_ to \_\_\_\_\_

1. Number of times assistance was provided during the reporting period: \_\_\_\_\_
2. Number of times during the reporting period each of the following types of assistance was provided:
 

<input type="checkbox"/> Rent/Mortgage Payments	<input type="checkbox"/> Food Provided
<input type="checkbox"/> Utility Payments	<input type="checkbox"/> Emergency Home Repairs
<input type="checkbox"/> Medical Expense Payments	<input type="checkbox"/> Other
3. Total cost of assistance provided during the reporting period: \$ \_\_\_\_\_
4. Total program income received during the reporting period: \$ \_\_\_\_\_
5. Total number of program recipients assisted during the reporting period (count only once even if they received assistance more than once): \_\_\_\_\_
6. Number of program recipients assisted in each of the following categories during the reporting period:

- |   |  |
|---|--|
| <input type="checkbox"/> Female head of household | <input type="checkbox"/> Very Low Income |
|   | <input type="checkbox"/> Low Income      |
|   | <input type="checkbox"/> Moderate Income |

Hispanic or Latino and:

- White
- Black/African American
- Asian
- American Indian/Alaskan Native
- Native Hawaiian/Other Pacific Islander
- American Indian/Alaskan Native & White
- Asian & White
- Black/African American & White
- American Indian/Alaskan Native & Black/African American
- Other

Not Hispanic or Latino:

- White
- Black/African American
- Asian
- American Indian/Alaskan Native
- Native Hawaiian/Other Pacific Islander
- American Indian/Alaskan Native & White
- Asian & White
- Black/African American & White
- American Indian/Alaskan Native & Black/African American
- Other

Submitted By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone

**EXHIBIT D: 2015-2016  
CITY OF WARREN COMMUNITY DEVELOPMENT PROGRAM  
HOMELESS PREVENTION EMERGENCY SERVICE PROGRAM  
ANNUAL REPORT**

Reporting period from \_\_\_\_\_ to \_\_\_\_\_

1. Number of times assistance was provided during the year: \_\_\_\_\_
2. Number of times during the year each of the following types of assistance was provided:
 

<input type="checkbox"/> Rent/Mortgage Payments	<input type="checkbox"/> Food Provided
<input type="checkbox"/> Utility Payments	<input type="checkbox"/> Emergency Home Repairs
<input type="checkbox"/> Medical Expense Payments	<input type="checkbox"/> Other
3. Total cost of assistance provided during the year: \$ \_\_\_\_\_
4. Total program income received during the year: \$ \_\_\_\_\_
5. Total number of program recipients assisted during the year (count only once even if they received assistance more than once): \_\_\_\_\_
6. Number of program recipients assisted in each of the following categories during the year:

- |   |  |
|---|--|
| <input type="checkbox"/> Female head of household | <input type="checkbox"/> Very Low Income |
|   | <input type="checkbox"/> Low Income      |
|   | <input type="checkbox"/> Moderate Income |

Hispanic or Latino and:

- White
- Black/African American
- Asian
- American Indian/Alaskan Native
- Native Hawaiian/Other Pacific Islander
- American Indian/Alaskan Native & White
- Asian & White
- Black/African American & White
- American Indian/Alaskan Native & Black/African American
- Other

Not Hispanic or Latino:

- White
- Black/African American
- Asian
- American Indian/Alaskan Native
- Native Hawaiian/Other Pacific Islander
- American Indian/Alaskan Native & White
- Asian & White
- Black/African American & White
- American Indian/Alaskan Native & Black/African American
- Other

Submitted By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone



**COMMUNITY DEVELOPMENT**

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

August 31, 2015

TO: Scott C. Stevens, Council Secretary

RE: Shelter Agreement with the Salvation Army - MATTS

As part of the 2015-2016 CDBG Program Year Budget, City Council approved the allocation of \$20,000 to provide shelter for homeless persons at The Salvation Army-MATTS facility located in the City of Warren. The City desires to enter into an agreement with The Salvation Army to provide such services. The Salvation Army will be reimbursed for the shelter provided at the MATTS facility at the rate of \$10.00 per person assisted per night.

Funding is available in the Emergency Shelter Line Item No. 9850-80157-CDBG16 in the amount of \$20,000 sufficient to approve the agreement between the City of Warren and The Salvation Army.

Attached for consideration by Council you will find a copy of the proposed agreement. We are asking that Council consider this item at their September 8, 2015 meeting. The appropriate resolution authorizing execution of the agreement for these services is attached. If you have any questions regarding this matter, please contact Community Development at (586)574-4686.

Sincerely,

A handwritten signature in black ink that reads "Lark L. Samouelian".

Lark L. Samouelian  
Community Development Director

Read and Concur:

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

James R. Fouts  
Mayor

Read and Approved as to Form:

A handwritten signature in blue ink that reads "Mary Michaels".

Mary Michaels  
Acting City Attorney



**COMMUNITY DEVELOPMENT**

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

August 24, 2015

To: Lark Samouelian, Community Development Director

From: Gina L. Hensley, Administrative and Financial Assistant 

**RE: Funds Available for 2015-2016 Shelter Agreement with The Salvation Army**

Funding is available in the Emergency Shelter Line Item No. 9850-80157-CDBG16 in the amount of \$20,000 sufficient to approve the agreement between the City of Warren and The Salvation Army.

If you have any questions, please contact me.



RECEIVED  
AUG 25 2015  
City Attorney's Office

**COMMUNITY DEVELOPMENT**

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

August 24, 2015

To: Mary Michaels, Acting City Attorney  
From: Angela Tarasenko, Community Development Administrative Assistant  
RE: Shelter Agreement with the Salvation Army - MATTS

A handwritten signature in blue ink, appearing to be "AT", located to the right of the "From:" line.

Attached you will find the following documents regarding the above captioned matter:

- Letter to City Council
- Shelter Agreement between the City of Warren and Salvation Army - MATTS
- The appropriate resolution for consideration by City Council

Please have this item reviewed and return it to the Community Development Department, so it may be forwarded to City Council for consideration at their September 8, 2015 meeting.

If you have any questions, please contact me at (586) 574-4686.

**RESOLUTION TO APPROVE  
AGREEMENT BETWEEN THE CITY OF WARREN AND  
THE SALVATION ARMY FOR SHELTER SERVICES**

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on September 8, 2015 at 7:00 p.m. Eastern Time in 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 is the recipient of Community Development Block Grant Funds under Title I of the Housing and Community Development Act of 1974 as amended.

The Salvation Army is a nonprofit organization operating a facility in the City of Warren that provides overnight shelter for the homeless; such facility is known as Macomb's Answer to Temporary Shelter ("MATTS").

Council approved the allocation of \$20,000 to provide shelter for homeless persons at The Salvation Army – MATTS facility, located at 24140 Mound Road.

The Mayor and the Community Development Block Grant staff recommend that the City enter into an agreement with The Salvation Army to provide Community Development Funds for shelter to homeless persons at the MATTS facility.

Sufficient funding is available for this Agreement with the Salvation Army in the Emergency Shelter Line Item No. 9850-80157-CDBG16.

**THEREFORE, IT IS RESOLVED**, that the Mayor and City Clerk are authorized to execute an agreement with the Salvation Army for the 2015/2016 CDBG Program Year, on terms consistent with the attached contract and in such form approved by the City Attorney.

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

**NAYES:** Councilmembers \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED THIS 8th day of September, 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 Council of the City of Warren at its meeting held on September 8, 2015.

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

**SHELTER AGREEMENT BETWEEN THE SALVATION ARMY  
AND CITY OF WARREN FOR 2015/2016 PROGRAM YEAR**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2015, between the City of Warren (CITY), a Michigan municipal corporation, whose address is One City Square, Suite 210, Warren, Michigan 48093, and The Salvation Army (SALVATION ARMY), a non-profit corporation whose address is Central Territory Headquarters, 10 W. Algonquin Road, Des Plaines, Illinois 60016-6006, with a local office for the Eastern Michigan Division at 16130 Northland Drive, Southfield, Michigan, 48075.

The parties stipulate as follows:

1. The CITY is the grant recipient of Community Development Block Grant funds under Title I of the Housing and Community Development Act of 1974, as amended ("Program Funds").
2. The SALVATION ARMY is a nonprofit organization operating a facility in the City of Warren ("MATTS") that provides overnight shelter for the homeless.
3. The CITY has appropriated a portion of the Program Funds to provide shelter for homeless persons at the SALVATION ARMY MATTS facility ("Program Assistance").
4. The SALVATION ARMY desires to use Program Funds to provide shelter for homeless persons at the MATTS facility.

For the reasons set forth above, and in consideration of the mutual covenants and promises of the parties, the CITY and the SALVATION ARMY agree as follows:

**SECTION 1. SCOPE OF SERVICES.**

1. The SALVATION ARMY shall provide income-eligible homeless persons ("Program Recipients") with overnight shelter services ("Unit of Shelter") (at its MATTS facility located at 24140 Mound Road, Warren, Michigan, 48091) A Unit of Shelter for purposes of this agreement shall consist of three meals, a bed for one night, use of shower and laundry facilities, hygiene products, access to a lounge, and case worker services for a 24-hour period. All units of shelter and services under this agreement shall be provided at the MATTS Facility.
2. The SALVATION ARMY shall interview each Program Recipient during the time period in which they are receiving shelter. Each Program Recipient must complete an *Income Affidavit* provided by the SALVATION ARMY. The *Income Affidavit* must be signed by the Program Recipient and the SALVATION ARMY representative who interviews the recipient. It must be maintained on file in the SALVATION ARMY Offices. Upon request, the Salvation Army shall send the City's Community Development staff copies of the documents.
3. The SALVATION ARMY shall maintain *Guest Sign-In Sheets*, similar to the example attached as Exhibit A. They must be maintained on file in the SALVATION ARMY Offices and be available to the CITY for review at the City's office.
4. The SALVATION ARMY shall not discriminate in the provision of services on the basis of race, religion, color, sex, national origin, marital status, age, handicap/disability, familial status, height or weight.

**SECTION 2. TERM OF AGREEMENT.** The term of this Agreement shall be from October 1, 2015 until the exhaustion of the Contract Amount or September 30, 2016 unless terminated sooner; as provided in this agreement.

**SECTION 3. PERSONNEL.**

1. The SALVATION ARMY shall provide, at its own expense, all personnel necessary to perform all work and services required under this Agreement.
2. The SALVATION ARMY shall take reasonable precautions in the selection of individuals performing services under this Agreement to ensure their honesty, courtesy, ability and fitness.
3. Any person employed by the CITY may not be hired by the SALVATION ARMY to perform services under this Agreement, but a CITY employee may perform services as a volunteer. No person shall be considered an employee or independent contractor of the CITY while performing services under this Agreement.
4. All of the services required under this Agreement will be performed by the SALVATION ARMY under its supervision, and all personnel engaged in the work shall be fully certified and qualified and shall be permitted under State and local law to perform such services.

**SECTION 4. ASSIGNMENTS AND SUBCONTRACTS.** The SALVATION ARMY may not assign or subcontract any part of the work to be performed under this Agreement without the prior knowledge and written consent of the CITY. Any assignments shall be mutually agreed upon by the SALVATION ARMY and the CITY, and the assignee will be required to execute an assumption agreement with the CITY. To be valid, such assumption agreement must be approved by the City Council for the City of Warren. In the event that any of the work is assigned or subcontracted, the SALVATION ARMY shall not be relieved from its responsibility to perform under this Agreement.

**SECTION 5. COMPENSATION.**

1. The SALVATION ARMY shall be reimbursed for each Unit of Shelter provided to a Program Recipient at the rate of \$10.00. The SALVATION ARMY shall submit quarterly invoices to the CITY. The invoices shall indicate the number of units of shelter provided by date for which reimbursement is requested. The invoices shall be accompanied by completed Quarterly Reports attached hereto as Exhibit B that will contain summary statistical information on the persons assisted. Invoices and the required reports shall be submitted within twenty (20) days after each quarter ending December 31, March 31, June 30, and September 30.
2. During the term of this Agreement, the total compensation and reimbursement to be paid by the CITY shall not exceed the maximum of \$20,000. (Contract Amount)
3. Any income received by the SALVATION ARMY from a Program Recipient for services rendered under the terms of this Agreement shall be considered Program Income. Any Program Income received shall be deducted, in the same period it is received, from the invoices submitted to the CITY. All unaccounted Program Income remaining after the termination or expiration of this Agreement shall be transferred to the CITY.

**SECTION 6. INSURANCE.**

The SALVATION ARMY shall procure, at its own expense, and keep effective during the term of this Agreement, the insurance specified below, from an insurance company authorized to do business in the State of Michigan and reasonably acceptable to the CITY. The type and amount of insurance required is as follows:

1. Workers Compensation & Employers Liability Insurance in the statutory amounts required by the State of Michigan for all laborers and employees.
2. Comprehensive General Liability Insurance  
\$1,000,000 per occurrence  
\$2,000,000 General Aggregate for Bodily Injury and Property Damage
3. Comprehensive Motor Vehicle Liability (Non-Owned)  
\$500,000 Combined Single Limit for Bodily Injury and Property Damage

The City shall be named as an additional insured on said Comprehensive General and Motor Vehicle Liability Insurance and stated on certificate as follows: "The City of Warren, City of Warren Municipal Building 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."

Certificates of insurance (or applicable renewal certificates) for the required coverage issued in the name of the SALVATION ARMY shall be delivered to the CITY c/o the Community Development Program, One City Square, Suite 210, Warren, Michigan 48093-5283. These certificates shall clearly indicate that the provisions of the applicable policy are in compliance with the requirements of this section. All insurance policies and certificates must include a provision providing thirty (30) days prior written notice to the CITY of cancellation, material change or reduction of coverage. The insurance limits shall in no way limit the SALVATION ARMY's obligation to provide indemnification for damages or injuries in excess of such coverage.

**SECTION 7. TERMINATION FOR CAUSE.** If, for any cause, the SALVATION ARMY shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or shall violate any of the provisions of this Agreement, the CITY shall have the right to terminate this Agreement by giving notice to the SALVATION ARMY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of termination. SALVATION ARMY. Shall not be entitled to Program Funds for any expenditure incurred after the Notice of Termination.

Upon termination, the SALVATION ARMY shall not be relieved of liability to the other party for any damages sustained by virtue of any breach of the Agreement. The CITY may withhold payments to the SALVATION ARMY for the purpose of set off until such time as the exact amount of damages due the CITY from the SALVATION ARMY is determined.

**SECTION 8. 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 SALVATION ARMY. The CITY may also terminate this Agreement in the event any existing or future agreement between the CITY and the Department of Housing and Urban Development (HUD) no longer permits the expenditure of federal funds for this project. The CITY may terminate this Agreement immediately if the grant funding from HUD is terminated (loss of funding).

If the Agreement is terminated for convenience or loss of funding, the SALVATION ARMY will be paid for the services provided and expenses incurred up to the termination, less any amounts that may be withheld for any liability or unfulfilled obligation owed to the CITY. SALVATION ARMY shall not be entitled to Program Funds for any expenditure incurred after the Notice of Termination.

**SECTION 9. CONFIDENTIALITY AND RETURN OF DOCUMENTS.** Upon termination or expiration of this Agreement, all finished or unfinished documents, data, studies, surveys and reports prepared by the SALVATION ARMY shall be transferred to the CITY. In addition, all reports, forms, and information prepared, used, or collected under this Agreement are confidential and shall not be made available to any individual, group or organization without the prior written approval of the CITY. This section shall survive termination of the Agreement.

**SECTION 10. CHANGES.** Any changes in services to be performed hereunder, including any increase or decrease in the amount of compensation, shall be mutually agreed upon by the SALVATION ARMY and the CITY, and shall be incorporated into written amendments approved by the City Council for the City of Warren.

**SECTION 11. INDEPENDENT CONTRACTOR.** While carrying out the terms of this Agreement, the SALVATION ARMY is an independent contractor and not an officer, employee or agent of the CITY. The SALVATION ARMY shall not at any time or in any manner represent that it or any of its members, agents or employees are agents or employees of the CITY. In addition, the SALVATION ARMY shall be responsible for the acts or omissions of its members and employees.

Any involvement by the City of Warren in the implementation and/or administration of this Agreement is for the sole purpose of ensuring compliance with HUD and Community Development Program goals and procedures, and shall not give rise to any employment, agency or contractual relationship with any of the SALVATION ARMY employees or agents or any Program Recipient. This section shall survive termination of the Agreement.

**SECTION 12. INDEMNITY.** The SALVATION ARMY shall indemnify and hold harmless the City of Warren, and its officers, employees, commissions, boards and agents from any and all liability, claims, suits, demands or judgments for any property damage, personal injury or death arising from or related to the performance of work under this Agreement, or from the violation by the SALVATION ARMY or any of its members, employees, or agents of any law, ordinance or regulation.

The SALVATION ARMY shall also hold the CITY harmless from and for any employment claim arising from or related to work performed under this Agreement, including, but not limited to claims related to workers' compensation, insurance rights or liabilities, pension rights or liabilities or employment compensation. The SALVATION ARMY shall not be liable for any claim arising from the CITY'S sole gross negligence. This section shall survive termination of the Agreement.

**SECTION 13. 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:

Office of Community Development  
City of Warren  
One City Square, Suite 210  
Warren, MI 48093

and to the SALVATION ARMY as follows:

The Salvation Army - MATTS  
24140 Mound Road  
Warren, MI 48091

**SECTION 14. COMPLIANCE WITH LAWS.** The SALVATION ARMY shall comply with all applicable laws, ordinances and codes of the federal, state and local government at all times when carrying out the terms of this Agreement including but not limited to maintaining an active registration status with the System for Award Management (SAM).

**SECTION 15. 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 severable, and the remainder shall have force and effect.

**SECTION 16. REPORTS AND INFORMATION.**

1. The SALVATION ARMY shall maintain written records that document income eligibility and the number of units of shelter provided through the expenditure of the Program Funds. In addition, these records shall indicate the amount of Program Income the SALVATION ARMY received, if any, from the Program Recipient. These records shall be made available to the CITY or to representatives of HUD.
2. The SALVATION ARMY shall submit, within thirty (30) days of the end of CITY'S program year (June 30), a completed *Annual Report* attached hereto as Exhibit C.
3. Any report or record to be submitted by SALVATION ARMY under this agreement shall be sent to the City at its office, at the expense of SALVATION ARMY.

**SECTION 17. FEDERAL AUDIT REQUIREMENTS, RECORDS, AND AUDITS.** The SALVATION ARMY shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and Non-Federal shares. The SALVATION ARMY shall allow the CITY or any authorized representative thereof, to inspect or audit these records, at any time upon request. The SALVATION ARMY shall retain the records for five (5) years after the expiration of this Agreement, unless permission to destroy them sooner is granted by the CITY. Financial management systems standards of the SALVATION ARMY shall be in compliance with Office of Management and Budget Circular A-133 and such other regulations as they may be applicable to budgeting, use and reporting of federal funds.

**SECTION 18. NONDISCRIMINATION.** During the performance of this Agreement, the SALVATION ARMY agrees as follows:

1. The SALVATION ARMY and any of its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of race, religion, color, sex, national origin, marital status, age, familial status, height, weight, and handicap/disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of this Agreement.

The SALVATION ARMY shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, marital status, age, familial status, height, weight, and handicap/disability that is unrelated to the individual's ability to perform the particular job. Such action shall include, but not be limited to, the following: 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 SALVATION ARMY agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The SALVATION ARMY shall in all solicitation or advertisements for employees placed by or on behalf of the SALVATION ARMY state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, marital status, age, handicap/disability, familial status, height, and weight.
3. The SALVATION ARMY will cause the forgoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the above provisions shall not apply to contracts for standard commercial supplies or raw materials.

**SECTION 19. CONFLICT OF INTEREST - LOBBYING.** SALVATION ARMY 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. SALVATION ARMY 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 SALVATION ARMY, the amount of any such commission, percentage, brokerage, or contingent fee.

**SECTION 20. 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.

**SECTION 21. CONDITIONS FOR RELIGIOUS ORGANIZATIONS.** No Community Development Block Grant funds, including program income received by SALVATION ARMY under this Agreement, may be used to construct, acquire, rehabilitate, maintain, or restore structures or other real property owned by a religious organization. No Program Funds may be used to endorse or promote any religious belief or affiliation. Furthermore, there will be no religious requirement or affiliation requested in order to receive services provided under this Agreement.

**SECTION 22. VENUE.** All actions arising under this Agreement shall be governed by, subject to, and construed according to the laws of the State of Michigan. Any action arising out of this agreement shall be brought in a Court whose jurisdiction includes and is located in the County of Macomb, Michigan.

**SECTION 23. BINDING EFFECT.** This agreement shall be binding upon and incur to the benefit of the parties and their successors, assigns and receivers.

**SECTION 24. NON-WAIVER.** The failure of either party to insist upon the strict performance of any covenant, agreement, term or condition of this contract shall not constitute a waiver of any subsequent breach.

**SECTION 25: APPENDIX A OF TITLE VI PLAN.** During the performance of this Agreement, MACOMB 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.

**SIGNATURES**

**Signed in the presence of:**

**City of Warren:**

\_\_\_\_\_

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

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

Date: \_\_\_\_\_

**The Salvation Army:**

\_\_\_\_\_

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

\_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT B 2015-2016  
CITY OF WARREN COMMUNITY DEVELOPMENT PROGRAM  
THE SALVATION ARMY SHELTER PROGRAM  
QUARTERLY REPORT**

Reporting period from \_\_\_\_\_ to \_\_\_\_\_

1. Number of units of shelter provided during the reporting period: \_\_\_\_\_
2. Total reimbursement requested for units of shelter provided during the reporting period: \$ \_\_\_\_\_
3. Total program income received during the reporting period: \$ \_\_\_\_\_
4. Total number of program recipients assisted during the reporting period (count only once even if they were provided with more than one unit of shelter): \_\_\_\_\_
5. Number of program recipients in each of the following categories assisted during the reporting period:

- |   |  |
|---|--|
| <input type="checkbox"/> Female head of household | <input type="checkbox"/> Very Low Income |
|   | <input type="checkbox"/> Low Income      |
|   | <input type="checkbox"/> Moderate Income |

Hispanic or Latino and:

Not Hispanic or Latino:

- |  |  |
|--|--|
| <input type="checkbox"/> White   | <input type="checkbox"/> White   |
| <input type="checkbox"/> Black/African American                                  | <input type="checkbox"/> Black/African American                                  |
| <input type="checkbox"/> Asian   | <input type="checkbox"/> Asian   |
| <input type="checkbox"/> American Indian/Alaskan Native                          | <input type="checkbox"/> American Indian/Alaskan Native                          |
| <input type="checkbox"/> Native Hawaiian/Other Pacific Islander                  | <input type="checkbox"/> Native Hawaiian/Other Pacific Islander                  |
| <input type="checkbox"/> American Indian/Alaskan Native & White                  | <input type="checkbox"/> American Indian/Alaskan Native & White                  |
| <input type="checkbox"/> Asian & White   | <input type="checkbox"/> Asian & White   |
| <input type="checkbox"/> Black/African American & White                          | <input type="checkbox"/> Black/African American & White                          |
| <input type="checkbox"/> American Indian/Alaskan Native & Black/African American | <input type="checkbox"/> American Indian/Alaskan Native & Black/African American |
| <input type="checkbox"/> Other   | <input type="checkbox"/> Black/African American                                  |
|  | <input type="checkbox"/> Other   |

Submitted By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone

**EXHIBIT C 2015-2016  
CITY OF WARREN COMMUNITY DEVELOPMENT PROGRAM  
THE SALVATION ARMY SHELTER PROGRAM  
ANNUAL REPORT**

Reporting period from \_\_\_\_\_ to \_\_\_\_\_

1. Number of units of shelter provided during the year: \_\_\_\_\_
2. Total reimbursement requested for units of shelter provided during the year: \$ \_\_\_\_\_
3. Total program income received during the year: \$ \_\_\_\_\_
4. Total number of program recipients assisted during the year (count only once even if they were provided with more than one unit of shelter): \_\_\_\_\_
5. Number of program recipients in each of the following categories assisted during the year:

- |  |   |
|--|---|
| <input type="checkbox"/> Female head<br>of household | <input type="checkbox"/> Very Low Income<br><input type="checkbox"/> Low Income<br><input type="checkbox"/> Moderate Income |
|--|---|

Hispanic or Latino and:

Not Hispanic or Latino:

- |  |  |
|--|--|
| <input type="checkbox"/> White<br><input type="checkbox"/> Black/African American<br><input type="checkbox"/> Asian<br><input type="checkbox"/> American Indian/Alaskan Native<br><input type="checkbox"/> Native Hawaiian/Other Pacific<br>Islander<br><input type="checkbox"/> American Indian/Alaskan Native<br>& White<br><input type="checkbox"/> Asian & White<br><input type="checkbox"/> Black/African American & White<br><input type="checkbox"/> American Indian/Alaskan Native<br>& Black/African American<br><input type="checkbox"/> Other | <input type="checkbox"/> White<br><input type="checkbox"/> Black/African American<br><input type="checkbox"/> Asian<br><input type="checkbox"/> American Indian/Alaskan Native<br><input type="checkbox"/> Native Hawaiian/Other Pacific Islander<br><input type="checkbox"/> American Indian/Alaskan Native & White<br><input type="checkbox"/> Asian & White<br><input type="checkbox"/> Black/African American & White<br><input type="checkbox"/> American Indian/Alaskan Native &<br>Black/African American<br><input type="checkbox"/> Other |
|--|--|

Submitted By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone



**COMMUNITY DEVELOPMENT**

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

August 31, 2015

TO: Scott C. Stevens, Council Secretary

RE: Agreement between the City of Warren and Turning Point for Shelter Services

As part of the 2015-2016 CDBG Program Year Budget, funds in the amount of \$11,000 have been allocated to provide shelter for victims of domestic violence, sexual assault, or homelessness whose last known permanent residence was located in the City of Warren. The City desires to enter into an agreement with Turning Point to provide such services to eligible individuals.

Funding is available in the Emergency Shelter Line Item No. 9850-80157-CDBG16 in the amount of \$11,000 sufficient to approve the agreement between the City of Warren and Turning Point.

Attached for consideration by Council you will find a copy of the proposed agreement. We are asking that you consider this item at your September 8, 2015 meeting. The appropriate resolution authorizing execution of the agreement for these services is attached. If you have any questions regarding this matter, please contact Community Development at (586)574-4686.

Sincerely,

A handwritten signature in black ink that reads "Lark L. Samouelian".

Lark L. Samouelian  
Community Development Director

Read and Concur:

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

James R. Fouts  
Mayor

Read and Approved as to Form:

A handwritten signature in black ink that reads "Mary Michaels".

Mary Michaels  
Acting City Attorney



**COMMUNITY DEVELOPMENT**

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

August 31, 2015

To: Lark Samouelian, Community Development Director

From: Gina L. Hensley, Administrative and Financial Assistant *GH*

**RE: Funds Available for 2015-2016 Agreement between the City of Warren and Turning Point for Shelter Services**

Funding is available in the Emergency Shelter Line Item No. 9850-80157-CDBG16 in the amount of \$11,000 sufficient to approve the agreement between the City of Warren and Turning Point.

If you have any questions, please contact me at x-4679.

RECEIVED  
AUG 25 2015  
City Attorney's Office



**COMMUNITY DEVELOPMENT**

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

August 24, 2015

TO: Mary Michaels, Acting City Attorney  
FROM: Angela Tarasenko, Community Development Administrative Assistant   
RE: Agreement between the City of Warren and Turning Point for Shelter Services

Attached you will find the following documents regarding the above captioned matter:

- Letter to City Council
- Agreement between the City of Warren and Turning Point for Shelter Services.
- The appropriate resolution for consideration by City Council.

Please have this item reviewed and return it to the Community Development Department, so it may be forwarded to City Council for approval at their September 8, 2015, meeting.

If you have any questions regarding this matter, please call me at 574-4686.

**RESOLUTION TO APPROVE  
AGREEMENT BETWEEN THE CITY OF WARREN  
AND TURNING POINT FOR SHELTER SERVICES**

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on September 8, 2015 at 7:00 p.m. Eastern Time in 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 is the recipient of Community Development Block Grant Funds under Title I of the Housing and Community Development Act of 1974, as amended.

Council approved the allocation of \$11,000 to provide shelter and support services ("Program Assistance") for victims of domestic violence, sexual assault or homelessness whose last known permanent residence was located in the City of Warren ("Program Recipients").

Turning Point Macomb is a private non-profit organization that provides these services.

The Mayor and the Community Development Block Grant staff recommend that the City enter into an agreement with Turning Point to provide Program Assistance to eligible Program Recipients.

Sufficient funding to enter into this contract is available in the Emergency Shelter Line Item No. 9850-80157-CDBG16.

**THEREFORE, IT IS RESOLVED,** that the Mayor and City Clerk are authorized to execute an agreement with Turning Point Macomb to provide Program Assistance up to the total amount of \$11,000, for the 2015/2016 CDBG program year, on terms consistent with the attached contract and in such form approved by the City Attorney.

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

**NAYES:** Councilmembers \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED THIS 8th day of September, 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 Council of the City of Warren at its meeting held on September 8, 2015.

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

**AGREEMENT BETWEEN TURNING POINT MACOMB FOR SHELTER SERVICES  
AND THE CITY OF WARREN FOR 2015/2016 PROGRAM YEAR**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2015, between the City of Warren (CITY), a Michigan Municipal Corporation, whose address is One City Square, Suite 210, Warren, Michigan 48093, and Turning Point Macomb (TURNING POINT), a Michigan non-profit corporation whose address is P.O. Box 1123, Mt. Clemens, Michigan 48046 with a registered office at 158 S. Main, Mt. Clemens, MI 48043.

The parties stipulate as follows:

1. The CITY is the grant recipient of Community Development Block Grant funds under Title I of the Housing and Community Development Act of 1974, as amended (“Program Funds”).
2. TURNING POINT is a private non-profit organization that provides counseling, advocacy, support groups, shelter, prevention education and other services (“Program Assistance”) to women and children who are victims of domestic violence, sexual assault and homelessness.
3. The CITY has appropriated a portion of the Program Funds to provide Program Assistance to women and children who are victims of domestic violence, sexual assault or homelessness and whose last known permanent residence was located in the City of Warren, Michigan.
4. TURNING POINT desires to use Program Funds to provide Program Assistance to women and children who are victims of domestic violence, sexual assault or homelessness whose last known permanent residence was located in the City of Warren, Michigan.
5. The CITY believes this is a desired public purpose.

For the reasons set forth above, and in consideration of the mutual covenants and promises of the parties, the CITY and TURNING POINT agree as follows:

**SECTION 1. SCOPE OF SERVICES.**

1. TURNING POINT shall provide Program Assistance to women and children who are victims of domestic violence, sexual assault and homelessness whose last known permanent residence was located in the City of Warren, Michigan (“Program Recipients”), subject to the terms of this agreement.
2. TURNING POINT shall interview each Program Recipient prior to the provision of service and complete an *Affidavit of Eligibility*, attached as Exhibit A, that includes information on the Program Recipient as follows:
  - (a) Municipality Where Last Permanent Residence Was Located
  - (b) Female Head of Household Status
  - (c) Race
  - (d) Ethnicity
  - (e) Age

The *Affidavit of Eligibility* must be signed by the TURNING POINT representative who interviews the Program Recipient. It must be maintained on file in the TURNING POINT Offices, and kept confidential.

3. It is understood that direct Program Assistance is only available to women and children, however, TURNING POINT shall not otherwise discriminate in the provision of services regardless of race, religion, color, national origin, marital status, age, handicap/disability, familial status, height or weight.
4. At the request of the CITY, TURNING POINT shall provide Program Assistance to a qualified individual referred by the CITY.

**SECTION 2. TERM OF AGREEMENT.** The term of this Agreement shall be from October 1, 2015 until the earlier of exhaustion of the contract amount or to September 30, 2016, unless terminated sooner in accordance with this agreement.

**SECTION 3. PERSONNEL.**

1. TURNING POINT shall provide, at its own expense, all personnel and materials necessary to perform all work and services required under this Agreement.
2. TURNING POINT shall take reasonable precautions in the selection of individuals performing services under this Agreement to ensure their honesty, courtesy, ability and fitness. TURNING POINT shall ensure that no solicitations are made to any person by any of its personnel whether volunteer or employee.
3. Any employee of the CITY may not be hired by TURNING POINT to perform services under this Agreement. A CITY employee may perform services as a volunteer, however, such services shall be performed on behalf of TURNING POINT and not the CITY. No person shall be considered an employee or independent contractor of the CITY while performing services on behalf of TURNING POINT under this Agreement.
4. All of the services required under this Agreement will be performed by TURNING POINT under its supervision, and all personnel engaged in the work shall be fully certified, qualified and permitted under the State and local law to perform such services.

**SECTION 4. ASSIGNMENTS AND SUBCONTRACTS.** TURNING POINT may not assign or subcontract any part of the work to be performed under this Agreement without the prior knowledge and written consent of the CITY. Any assignments shall be mutually agreed upon by TURNING POINT and the CITY, and the assignee will be required to execute an assumption agreement with the CITY. Such assumption agreement must be approved by City Council for the City of Warren to be valid. Even if any of the work is assigned or subcontracted, TURNING POINT shall not be relieved from its responsibility to perform under this Agreement.

## **SECTION 5. COMPENSATION.**

1. TURNING POINT will be reimbursed for each night of shelter provided to individual Program Recipients at the rate of \$15.00 per person up to the maximum Contract Amount. TURNING POINT shall submit quarterly invoices to the CITY. The invoices shall indicate the number of nights, by date, of shelter provided for which reimbursement is requested. The invoices shall be accompanied by completed *Quarterly Reports* attached hereto as Exhibit B that will contain summary statistical information on the persons assisted. Invoices and the required reports shall be submitted within twenty (20) days after each quarter ending December 31, March 31, June 30, and September 30.
2. During the term of this Agreement, the total compensation and reimbursement to be paid by the CITY shall not exceed the maximum of \$11,000 (Contract Amount).
3. Any income received by TURNING POINT from a Program Recipient for services rendered under the terms of this Agreement shall be considered Program Income. Any Program Income received shall be deducted, in the same period it is received, from the invoices submitted to the CITY. All unaccounted Program Income remaining after termination or expiration of this Agreement shall be transferred to the CITY.

## **SECTION 6. INSURANCE.**

TURNING POINT shall procure, at its own expense, and keep effective during the term of this Agreement, the insurance specified below, from an insurance company authorized to do business in the State of Michigan and reasonably acceptable to the CITY. The type and amount of insurance required is as follows:

1. Workers Compensation & Employers Liability Insurance in the statutory amounts required by the State of Michigan for all laborers and employees.
2. Comprehensive General Liability Insurance  
\$1,000,000 per occurrence  
\$2,000,000 General Aggregate for Bodily Injury and Property Damage
3. Comprehensive Motor Vehicle Liability  
\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage

The City shall be named as an additional insured on said Comprehensive General and Motor Vehicle Liability Insurance and stated on certificate as follows: "The City of Warren, City of Warren Municipal Building 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."

Certificates of Insurance (or applicable renewal certificates) for the required coverage issued in the name of TURNING POINT shall be delivered to the CITY c/o the Community Development Program, One City Square, Suite 210, Warren, Michigan 48093. These certificates shall clearly indicate that the provisions of the applicable policy are in compliance with the requirements of this section. All insurance policies and certificates must include a provision providing thirty (30) days prior written notice to the CITY of cancellation, material change or reduction of coverage. The insurance limits shall in no way limit TURNING POINT'S obligation to provide indemnification for damages or injuries in excess of such coverage.

**SECTION 7. TERMINATION FOR CAUSE.** If, for any cause, TURNING POINT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or shall violate any of the provisions of this Agreement, the CITY shall have the right to terminate this Agreement by giving notice to TURNING POINT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of termination.

Upon termination, TURNING POINT shall not be relieved of liability to the other party for any damages sustained by virtue of any breach of the Agreement. TURNING POINT shall only be entitled to payment for actual reimbursement amounts incurred up to the termination, however, the CITY may withhold payments to TURNING POINT for the purpose of set off until such time as the exact amount of damages due the CITY from TURNING POINT is determined. Turning Point shall not commit to any obligations or incur any new expenses after receipt of the termination notice.

**SECTION 8. 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 TURNING POINT. The CITY may also terminate this Agreement in the event any existing or future agreement between the CITY and the Department of Housing and Urban Development (HUD) no longer permits the expenditure of federal funds for this project. The CITY may terminate this Agreement immediately if the grant funding from HUD is terminated (loss of funding).

If the Agreement is terminated for convenience or due to loss of funding, TURNING POINT will be reimbursed for the services provided and expenses incurred up to the termination, less any amounts that may be withheld for any liability or unfulfilled obligation owed to the CITY. No new services or expenses shall be incurred, requisitioned or otherwise committed after the notice of termination. If this Agreement is terminated due to the fault of TURNING POINT, Section 7 shall apply.

**SECTION 9. CONFIDENTIALITY AND RETURN OF DOCUMENTS.** Upon termination or expiration of this Agreement, all finished or unfinished documents, data, studies, surveys and reports prepared by TURNING POINT shall be transferred to the CITY. In addition, all reports and information prepared or used under this Agreement are confidential and shall not be made available to any individual, group or organization without the prior written approval of the CITY. These requirements shall survive termination.

**SECTION 10. CHANGES.** Any changes in services to be performed hereunder, including any increase or decrease in the amount of compensation, shall be mutually agreed upon by TURNING POINT and the CITY, and shall be incorporated into written amendments approved by the Warren City Council for the City of Warren.

**SECTION 11. INDEPENDENT CONTRACTOR.** While carrying out the terms of this Agreement, TURNING POINT is an independent contractor and not an officer, employee or agent of the CITY. TURNING POINT nor any of its officers, employees, or agents shall not at any time or in any manner represent that it or any of its members, agents or employees are agents or employees of the CITY. In addition, TURNING POINT and not the City of Warren shall be responsible for the acts or omissions of its members and employees.

Any involvement by the City of Warren in the implementation and/or administration of this Agreement is for the sole purpose of ensuring compliance with HUD and Community Development Program goals and procedures, and shall not give rise to any employment, agency or contractual relationship with any person providing or receiving Program Assistance under this Agreement.

**SECTION 12. INDEMNITY.** TURNING POINT shall indemnify and hold harmless the City of Warren, and its officers, employees, commissions, boards and agents from any and all liability, claims, suits, demands or judgments for any property damage, personal injury or death arising from or related to the performance of work under this Agreement, or from the violation by TURNING POINT or any of its members, employees, or agents of any law, ordinance or regulation. TURNING POINT shall also hold the CITY harmless from and for any employment claim arising from or related to work performed under this Agreement, including, but not limited to claims related to workers' compensation, insurance rights or liabilities, pension rights or liabilities or employment compensation. TURNING POINT will not be liable for any claim arising from the CITY'S sole gross negligence. The indemnification obligations shall survive termination.

**SECTION 13. 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:

Office of Community Development  
City of Warren  
One City Square, Suite 210  
Warren, MI 48093

and to TURNING POINT as follows:

Turning Point  
P.O. Box 1123  
Mt. Clemens, Michigan 48046

**SECTION 14. COMPLIANCE WITH LAWS.** TURNING POINT shall comply with all applicable laws, ordinances and codes of the federal, state and local government at all times when carrying out the terms of this Agreement including but not limited to maintaining an active registration status with the System for Award Management (SAM).

**SECTION 15. 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 severable, and the remainder shall have force and effect.

**SECTION 16. REPORTS AND INFORMATION.**

1. TURNING POINT shall maintain written records that document the number of nights of shelter provided through the expenditure of the Program Funds. In addition, these records shall indicate the amount of Program Income TURNING POINT received, if any, from the Program Recipient. These records shall be made available to the CITY and/or to representatives of the U.S. Department of Housing and Urban Development.
2. TURNING POINT shall submit, within thirty (30) days of the end of the CITY'S program year (June 30), a completed *Annual Report* attached hereto as Exhibit C.

**SECTION 17. FEDERAL AUDIT REQUIREMENTS, RECORDS, AND AUDITS.**

TURNING POINT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other

records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and Non-Federal shares. TURNING POINT shall allow the CITY or any authorized representative thereof, to inspect or audit these records, at any time upon request. TURNING POINT shall retain the records for five (5) years after the expiration of this Agreement, unless permission to destroy them sooner is granted by the CITY. Financial management systems standards of TURNING POINT shall be in compliance with Office of Management and Budget Circular A-133 and such other regulations as they may be applicable to budgeting, use and reporting of federal funds.

**SECTION 18. NONDISCRIMINATION.** During the performance of this Agreement, TURNING POINT agrees as follows:

1. TURNING POINT and any of its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of race, religion, color, sex, national origin, marital status, age, familial status, height, weight, and handicap/disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of this Agreement. TURNING POINT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, marital status, age, familial status, height, weight, and handicap/disability that is unrelated to the individual's ability to perform the particular job.

Such action shall include, but not be limited to, the following: employment, upgrading, promotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. TURNING POINT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. TURNING POINT shall, in all solicitation or advertisements for employees placed by or on behalf of TURNING POINT, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, marital status, age, handicap/disability, familial status, height, and weight.
3. TURNING POINT will cause the forgoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the above provisions shall not apply to contracts for standard commercial supplies or raw materials.

**SECTION 19. CONFLICT OF INTEREST - LOBBYING.** TURNING POINT 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. TURNING POINT 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 TURNING POINT, the amount of any such commission, percentage, brokerage, or contingent fee.

**SECTION 20. 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.

**SECTION 21. 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.

**SECTION 22. 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.

**SECTION 23: APPENDIX A OF TITLE VI PLAN.** During the performance of this Agreement, TURNING POINT 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.

**SIGNATURES**

**Signed in the presence of:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CITY OF WARREN:**

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

**TURNING POINT:**

\_\_\_\_\_

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

\_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT B 2015-2016  
CITY OF WARREN COMMUNITY DEVELOPMENT PROGRAM  
SHELTER PROGRAM  
QUARTERLY REPORT**

Reporting period from \_\_\_\_\_ to \_\_\_\_\_

1. Number of nights of shelter provided during this reporting period: \_\_\_\_\_
2. Total reimbursement requested for shelter provided during this reporting period: \$ \_\_\_\_\_
3. Total program income received during this reporting period: \$ \_\_\_\_\_
4. Total number of program recipients assisted during this reporting period (count only once even if they were provided with more than one nights shelter): \_\_\_\_\_
5. Number of program recipients in each of the following categories:

- |   |  |
|---|--|
| <input type="checkbox"/> Female head of household | <input type="checkbox"/> Very Low Income |
|   | <input type="checkbox"/> Low Income      |
|   | <input type="checkbox"/> Moderate Income |

Hispanic or Latino and:

- White
- Black/African American
- Asian
- American Indian/Alaskan Native
- Native Hawaiian/Other Pacific Islander
- American Indian/Alaskan Native & White
- Asian & White
- Black/African American & White
- American Indian/Alaskan Native & Black/African American
- Other

Not Hispanic or Latino:

- White
- Black/African American
- Asian
- American Indian/Alaskan Native
- Native Hawaiian/Other Pacific Islander
- American Indian/Alaskan Native & White
- Asian & White
- Black/African American & White
- American Indian/Alaskan Native & Black/African American
- Other

Submitted By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone

**EXHIBIT C 2015-2016  
CITY OF WARREN COMMUNITY DEVELOPMENT PROGRAM  
SHELTER PROGRAM  
ANNUAL REPORT**

Reporting period from \_\_\_\_\_ to \_\_\_\_\_

1. Number of nights of shelter provided during the year: \_\_\_\_\_
2. Total reimbursement requested for shelter provided during the year: \$ \_\_\_\_\_
3. Total program income received during the year: \$ \_\_\_\_\_
4. Total number of program recipients assisted during the year (count only once even if they were provided with more than one nights shelter): \_\_\_\_\_
5. Number of program recipients in each of the following categories:

- |   |  |
|---|--|
| <input type="checkbox"/> Female head of household | <input type="checkbox"/> Very Low Income |
|   | <input type="checkbox"/> Low Income      |
|   | <input type="checkbox"/> Moderate Income |

Hispanic or Latino and:

- White
- Black/African American
- Asian
- American Indian/Alaskan Native
- Native Hawaiian/Other Pacific Islander
- American Indian/Alaskan Native & White
- Asian & White
- Black/African American & White
- American Indian/Alaskan Native & Black/African American
- Other

Not Hispanic or Latino:

- White
- Black/African American
- Asian
- American Indian/Alaskan Native
- Native Hawaiian/Other Pacific Islander
- American Indian/Alaskan Native & White
- Asian & White
- Black/African American & White
- American Indian/Alaskan Native & Black/African American
- Other

Submitted By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone



**CITY ATTORNEY'S OFFICE**

ONE CITY SQUARE  
WARREN, MI 48093  
[www.cityofwarren.org](http://www.cityofwarren.org)

August 31, 2015

Mr. Scott C. Stevens  
Council Secretary  
City of Warren

**Re: Proposed Resolution Approving Agreement to Assign Customer Water Service Contract to Great Lakes Water Authority**

Dear Council Secretary Stevens:

Please re-submit to Council the above-noted resolution and corresponding agreement for consideration at its meeting on Tuesday, September 8, 2015.

The resolution would approve the assignment of the City's Wholesale Water Service Contract from the Detroit Water and Sewerage Department (DWSD) to the Great Lakes Water Authority. This authority was formed to provide for regional operation and control of the City of Detroit water supply and sewer disposal system, and includes a Macomb County representative.

At the request of Mayor James Fouts, the item was removed from the Council agenda on July 28, 2015 to allow for further review. Thereafter, City Controller Robert Maleszyk and Water Division Superintendent Tom Pawelkowski attended meetings of the Macomb Area Coalition for Regional Opportunities (MACRO), where the proposed assignment was reviewed by the coalition of Macomb communities. I am advised that no reasons to delay the assignment resulted from the meetings. Upon internal review, the proposed assignment agreement adequately provides that Great Lakes Water Authority will assume all obligations of DWSD under our water service agreement, and is otherwise in acceptable form.

Attached is the second request of DWSD to approve the Agreement to Assign Customer Water Service Contract to Great Lakes Water Authority. Under our existing contract, any transfer is subject to approval of the City of Warren, which may not be unreasonably withheld. Therefore, please re-submit the proposed resolution to Council for consideration at its meeting on Tuesday, September 8, 2015. The original recommendation of Mr. Pawelkowski is attached.

Council Secretary Stevens  
August 31, 2015  
Page 2

In the meantime, should you have further questions, please contact Mr. Pawelkowski at 759-9220, or me at 574-4671.

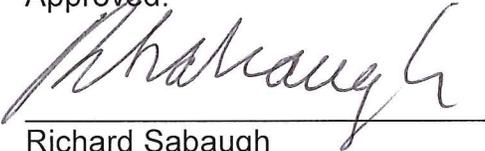
Respectfully,



Mary Michaels  
Acting City Attorney

cc: Robert Maleszyk, City Controller  
David Monette/Todd Schaedig, WWTP

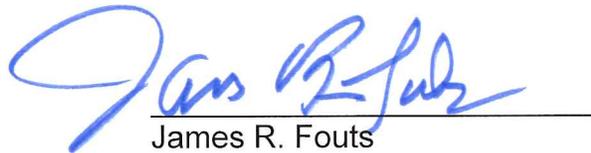
Approved:



Richard Sabaugh  
Director of Public Service



Thomas Pawelkowski  
Water Division Superintendent



James R. Fouts  
Mayor

**RESOLUTION APPROVING ASSIGNMENT OF WATER SERVICE CONTRACT  
TO THE GREAT LAKES WATER AUTHORITY**

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on September 8, 2015 at 7 p.m. Eastern \_\_\_\_\_ Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

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

\_\_\_\_\_

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

\_\_\_\_\_

The following resolution was offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_.

The City is a party to a Wholesale Customer Water Service Contract with the City of Detroit Water and Sewerage Department (DWSD).

On June 25, 2015, the DWSD notified the City of Warren that it transferred operations to the Great Lakes Water Authority, and represented the following:

- a. On September 9, 2014, a Memorandum of Understanding Regarding the Formation of the Great Lakes Water Authority was adopted by the City of Detroit, the State of Michigan and the counties of Wayne, Oakland and Macomb.
- b. The Memorandum of Understanding required, among other things, that the City of Detroit and the counties of Wayne, Oakland and Macomb adopt Articles of Incorporation no later than October 10, 2014, and that the City of Detroit and the Great Lakes Water Authority execute a lease agreement regarding the operation and management of the Detroit water supply and sewage disposal systems.

c. On October 10, 2014, the City of Detroit and the counties of Wayne, Oakland and Macomb adopted the Articles of Incorporation of Great Lakes Water Authority.

d. On June 12, 2015, the City of Detroit and the Great Lakes Water Authority executed two 40-year lease agreements regarding (1) the operation and management of the Detroit water supply system ("Water Lease") and (2) the operation and management of the Detroit sewage disposal system.

e. Pursuant to Sections 4.1(a)(i), 4.1(d) and 4.4 of the Water Lease, the City of Detroit assigned and the Great Lakes Water Authority assumed all of Detroit's rights, duties, liabilities, responsibilities and obligations under the wholesale customer water contracts without any impairment to said contracts.

f. Article III of the water Lease provides that the effective date of the water Lease is dependent upon the satisfaction of certain conditions precedent, including obtaining the consent of the wholesale water customers to the assignment of their 30-year water service contracts to the Great Lakes Water Authority pursuant to Section 3.2(j) of the Water Lease.

Pursuant to the Water Lease, and as provided in Article 13 of the Water Service Contract, the City of Detroit has presented an Agreement to Assign Wholesale Customer Water Service Contract between the Detroit Water and Sewerage Department, the Great Lakes Water Authority and the City of Warren for the assignment of the Water Service Contract with the City of Detroit Water and Sewerage Department to the Great Lakes Water Authority with a request for approval.

The Water Superintendent is recommending approval to the assignment, pursuant to Article 13 of the Water Service Contract.





CITY OF DETROIT  
WATER AND SEWERAGE DEPARTMENT  
OFFICE OF THE DIRECTOR

735 RANDOLPH STREET  
DETROIT, MICHIGAN 48226  
WWW.DETROITMI.GOV

June 25, 2015

James R. Fouts, Mayor  
City of Warren  
One City Square, Ste. 215  
Warren, MI 48093

Regarding: Request for Consent to Assignment of Water Contract

Dear Valued Water Customer:

I write to you today with exciting news about the future of your existing water service contract with the City of Detroit Water and Sewerage Department. On June 12, 2015, a historic agreement to lease the assets of the Detroit water supply and sewage disposal systems was reached between the City of Detroit and the Great Lakes Water Authority. Under the terms of the Regional Water Supply System Lease Agreement, the Great Lakes Water Authority has assumed responsibility for the operations of the Detroit-owned water system and will be the provider of future water service to our wholesale customers.

Rest assured that your community will continue to receive the high quality drinking water that you have come to rely on. However, as may be expected in such matters, certain actions must be taken by your community in order to assure that the Great Lakes Water Authority may legally continue to provide your water service. While the Regional Water Supply System Lease Agreement assigned all City of Detroit wholesale water service contracts to the Great Lakes Water Authority, Article 13 of your existing water service contract requires your written consent to this assignment. This letter is intended to serve as the City of Detroit's request to provide your community's consent to the assignment of its contract to the Great Lakes Water Authority. Aside from the change in service provider, the terms of your water service contract will not be changed by this assignment.

As you may imagine, the transition in operating responsibility from the Detroit Water and Sewerage Department to the Great Lakes Water Authority is on a "fast track" for completion and we need your help. Attached to this letter is an Agreement to Assign Wholesale Customer Water Service Contract between the City of Detroit Water and Sewerage Department, the Great Lakes Water Authority and your community, and a form of resolution approving the agreement; which resolution you may choose to utilize in your discretion. We have also attached a summary of both Lease Agreements for your use as background material. If you wish to consent to the assignment of your contract to the Great Lakes Water Authority, please have the attached Agreement to Assign Wholesale Customer Water Service Contract approved by your legislative body as soon as possible. The management and staff of the Detroit Water and Sewerage Department are willing and available to assist you in this process, including providing subject matter experts to meet with and discuss this matter with you and/or your legislative body, if you desire.

Please contact me at (313) 224-4701, or our contracted facilitator, Teresa Newman, at (248) 476-7577 with any questions you may have regarding this request. Finally, thank you for your continued cooperation and support as we move forward to implementing the Lease Agreements between the City of Detroit and the Great Lakes Water Authority.

Sincerely,

Sue F. McCormick  
Director, Detroit Water and Sewerage Department  
Interim CEO, Great Lakes Water Authority

## Agreement to Assign Wholesale Customer Water Service Contract

This Agreement to Assign Wholesale Customer Water Service Contract (“Agreement”) is entered into by and between the City of Detroit Water and Sewerage Department, a Michigan municipal corporation (“Detroit”), and the Great Lakes Water Authority, a Michigan municipal authority and public body corporate created pursuant to Act 233 of 1955 (“GLWA”), and the City of Warren, a Michigan municipal corporation (“Customer”) (collectively, the “Parties”), and states as follows:

### Recitals

A. Detroit and Customer entered into a water service contract dated February 22, 2011, as subsequently amended (“Contract”), which is fully incorporated by reference; and

B. On June 12, 2015, Detroit and the GLWA entered into a lease agreement whereby the GLWA was conveyed, amongst other items, a leasehold interest in all Detroit water facilities (“Water Lease Agreement”); and

C. Pursuant to Sections 4.1(a)(i), 4.1(d) and 4.4 of the Water Lease Agreement, Detroit has assigned and the GLWA has assumed all of Detroit’s rights, duties, liabilities, responsibilities and obligations (collectively, “Rights and Obligations”) under the Contract without any impairment to the Contract; and

D. Article III of the Water Lease Agreement provides that the effective date of the Water Lease Agreement is dependent upon the satisfaction of certain conditions precedent, including obtaining the consent of Customer to the assignment of its Contract to the GLWA as provided in Section 3.2(j); and

E. The Parties intend to achieve a novation of the Contract by the substitution of the GLWA for Detroit with respect to all rights and Obligations under the Contract; and

Accordingly, in consideration for Detroit’s agreement to assign its Rights and Obligations under the Contract, and the GLWA’s agreement to assume those Rights and Obligations, and the Customer’s agreement to accept this substitution, the Parties agree as follows:

1. The GLWA shall be assigned Detroit’s Rights and Obligations under the Contract as of the date upon which the conditions precedent to the Water Lease Agreement have been met, which date shall be the effective date of the novation and of this Agreement (“Effective Date”). All terms and conditions of this Agreement shall take effect only upon the Effective Date. In the event that the conditions precedent necessary to effectuate the Water Lease Agreement are not met, then this Agreement shall become null and void and shall have no legal effect.

2. The Rights and Obligations of Detroit under the Contract shall be extinguished and Detroit waives any claims and rights against the Customer that it now has or may have in the future in connection with the Contract and shall not be permitted to bring any such claims against Customer. Any claim brought in violation of this Agreement shall be controlled by the terms of the Water Lease Agreement.

3. The GLWA shall be bound by and perform the Contract in accordance with the terms and conditions of the Contract. The GLWA assumes all Rights and Obligations of, and all claims against, Detroit under the Contract as if the GLWA were the original party to the Contract. The GLWA ratifies all previous actions taken by Detroit with respect to the Contract, with the same force and effect as if the action had been taken by the GLWA.

4. The Customer recognizes the GLWA as Detroit's successor in interest in and to the Contract and that the GLWA is entitled to all rights, titles and interests of Detroit in and to the Contract as if the GLWA were the original party to the Contract.

5. All terms, conditions, and covenants of the Contract shall remain in full force and effect, and the GLWA shall fulfill all such terms, conditions and covenants.

6. This Agreement and all actions arising under it shall be governed by the law of the State of Michigan.

7. This Agreement may be executed and delivered in counterparts, including by facsimile transmission, each of which will be deemed an original.

In Witness Whereof, the Parties, by their duly authorized officers and representatives, indicate their concurrence with the terms and conditions of this Agreement:

**City of Detroit, Water and Sewerage Department:**

By: \_\_\_\_\_  
Sue F. McCormick  
Its: Director

**Great Lakes Water Authority:**

APPROVED BY GLWA  
BOARD OF DIRECTORS ON:

By: \_\_\_\_\_  
Sue F. McCormick  
Its: Interim Chief Executive Officer

\_\_\_\_\_ Date

**City of Warren:**

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

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

APPROVED BY  
WARREN CITY COUNCIL ON:

\_\_\_\_\_ Date

## The Great Lakes Water Authority: Welcome to history in the making!

For decades, the relations between the Detroit Water and Sewerage Department and their suburban customers have been strained. In recent years there has been an increased level of cooperation and collaboration leading to where we are today.

### Welcome to 2015. Welcome to history in the making.

In 2014, as a central part of Detroit Emergency Manager Kevyn Orr's plan of adjustment in pulling the city out of bankruptcy, regional operation and control of the Detroit Water and Sewerage Department (DWSD) was proposed, in exchange for annual lease payments from Wayne, Oakland and Macomb counties—an arrangement that, after some intense but cooperative negotiations, finally brought all parties together in support of the newly-formed Great Lakes Water Authority (GLWA).

On November 26, 2014, the once pie-in-the-sky idea of a regional water authority became reality when the three counties and the city of Detroit formally signed the Articles of Incorporation, thus approving the formation of the GLWA.

The GLWA held its first official board meeting on December 12, 2014.

The GLWA is comprised of six board members: two from the City of Detroit, and one each from Wayne, Oakland and Macomb counties, plus one representing the State of Michigan.

Great Lakes Water Authority Board

*Scroll down to view two videos: Introduction to Detroit's Water and Sewer Collection Improvement Plan; and Making History: Building the Great Lakes Water Authority.*

## SOCIAL MEDIA

### EVENTS CALENDAR

See all upcoming GLWA events

### NOTICES OF SPECIAL MEETINGS

See all special meetings





CITY OF DETROIT  
WATER AND SEWERAGE DEPARTMENT  
OFFICE OF THE DIRECTOR

735 RANDOLPH STREET  
DETROIT, MICHIGAN 48226  
WWW.DETROITMI.GOV

June 25, 2015

James R. Fouts, Mayor  
City of Warren  
One City Square, Ste. 215  
Warren, MI 48093

Regarding: Request for Consent to Assignment of Water Contract

Dear Valued Water Customer:

I write to you today with exciting news about the future of your existing water service contract with the City of Detroit Water and Sewerage Department. On June 12, 2015, a historic agreement to lease the assets of the Detroit water supply and sewage disposal systems was reached between the City of Detroit and the Great Lakes Water Authority. Under the terms of the Regional Water Supply System Lease Agreement, the Great Lakes Water Authority has assumed responsibility for the operations of the Detroit-owned water system and will be the provider of future water service to our wholesale customers.

Rest assured that your community will continue to receive the high quality drinking water that you have come to rely on. However, as may be expected in such matters, certain actions must be taken by your community in order to assure that the Great Lakes Water Authority may legally continue to provide your water service. While the Regional Water Supply System Lease Agreement assigned all City of Detroit wholesale water service contracts to the Great Lakes Water Authority, Article 13 of your existing water service contract requires your written consent to this assignment. This letter is intended to serve as the City of Detroit's request to provide your community's consent to the assignment of its contract to the Great Lakes Water Authority. Aside from the change in service provider, the terms of your water service contract will not be changed by this assignment.

As you may imagine, the transition in operating responsibility from the Detroit Water and Sewerage Department to the Great Lakes Water Authority is on a "fast track" for completion and we need your help. Attached to this letter is an Agreement to Assign Wholesale Customer Water Service Contract between the City of Detroit Water and Sewerage Department, the Great Lakes Water Authority and your community, and a form of resolution approving the agreement; which resolution you may choose to utilize in your discretion. We have also attached a summary of both Lease Agreements for your use as background material. If you wish to consent to the assignment of your contract to the Great Lakes Water Authority, please have the attached Agreement to Assign Wholesale Customer Water Service Contract approved by your legislative body as soon as possible. The management and staff of the Detroit Water and Sewerage Department are willing and available to assist you in this process, including providing subject matter experts to meet with and discuss this matter with you and/or your legislative body, if you desire.

Please contact me at (313) 224-4701, or our contracted facilitator, Teresa Newman, at (248) 476-7577 with any questions you may have regarding this request. Finally, thank you for your continued cooperation and support as we move forward to implementing the Lease Agreements between the City of Detroit and the Great Lakes Water Authority.

Sincerely,

Sue F. McCormick  
Director, Detroit Water and Sewerage Department  
Interim CEO, Great Lakes Water Authority

## Agreement to Assign Wholesale Customer Water Service Contract

This Agreement to Assign Wholesale Customer Water Service Contract ("Agreement") is entered into by and between the City of Detroit Water and Sewerage Department, a Michigan municipal corporation ("Detroit"), and the Great Lakes Water Authority, a Michigan municipal authority and public body corporate created pursuant to Act 233 of 1955 ("GLWA"), and the City of Warren, a Michigan municipal corporation ("Customer") (collectively, the "Parties"), and states as follows:

### Recitals

A. Detroit and Customer entered into a water service contract dated February 22, 2011, as subsequently amended ("Contract"), which is fully incorporated by reference; and

B. On June 12, 2015, Detroit and the GLWA entered into a lease agreement whereby the GLWA was conveyed, amongst other items, a leasehold interest in all Detroit water facilities ("Water Lease Agreement"); and

C. Pursuant to Sections 4.1(a)(i), 4.1(d) and 4.4 of the Water Lease Agreement, Detroit has assigned and the GLWA has assumed all of Detroit's rights, duties, liabilities, responsibilities and obligations (collectively, "Rights and Obligations") under the Contract without any impairment to the Contract; and

D. Article III of the Water Lease Agreement provides that the effective date of the Water Lease Agreement is dependent upon the satisfaction of certain conditions precedent, including obtaining the consent of Customer to the assignment of its Contract to the GLWA as provided in Section 3.2(j); and

E. The Parties intend to achieve a novation of the Contract by the substitution of the GLWA for Detroit with respect to all rights and Obligations under the Contract; and

Accordingly, in consideration for Detroit's agreement to assign its Rights and Obligations under the Contract, and the GLWA's agreement to assume those Rights and Obligations, and the Customer's agreement to accept this substitution, the Parties agree as follows:

1. The GLWA shall be assigned Detroit's Rights and Obligations under the Contract as of the date upon which the conditions precedent to the Water Lease Agreement have been met, which date shall be the effective date of the novation and of this Agreement ("Effective Date"). All terms and conditions of this Agreement shall take effect only upon the Effective Date. In the event that the conditions precedent necessary to effectuate the Water Lease Agreement are not met, then this Agreement shall become null and void and shall have no legal effect.

2. The Rights and Obligations of Detroit under the Contract shall be extinguished and Detroit waives any claims and rights against the Customer that it now has or may have in the future in connection with the Contract and shall not be permitted to bring any such claims against Customer. Any claim brought in violation of this Agreement shall be controlled by the terms of the Water Lease Agreement.

3. The GLWA shall be bound by and perform the Contract in accordance with the terms and conditions of the Contract. The GLWA assumes all Rights and Obligations of, and all claims against, Detroit under the Contract as if the GLWA were the original party to the Contract. The GLWA ratifies all previous actions taken by Detroit with respect to the Contract, with the same force and effect as if the action had been taken by the GLWA.

4. The Customer recognizes the GLWA as Detroit's successor in interest in and to the Contract and that the GLWA is entitled to all rights, titles and interests of Detroit in and to the Contract as if the GLWA were the original party to the Contract.

5. All terms, conditions, and covenants of the Contract shall remain in full force and effect, and the GLWA shall fulfill all such terms, conditions and covenants.

6. This Agreement and all actions arising under it shall be governed by the law of the State of Michigan.

7. This Agreement may be executed and delivered in counterparts, including by facsimile transmission, each of which will be deemed an original.

In Witness Whereof, the Parties, by their duly authorized officers and representatives, indicate their concurrence with the terms and conditions of this Agreement:

**City of Detroit, Water and Sewerage Department:**

By: \_\_\_\_\_  
Sue F. McCormick  
Its: Director

**Great Lakes Water Authority:**

APPROVED BY GLWA  
BOARD OF DIRECTORS ON:

By: \_\_\_\_\_  
Sue F. McCormick  
Its: Interim Chief Executive Officer

\_\_\_\_\_  
Date

**City of Warren:**

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

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

APPROVED BY  
WARREN CITY COUNCIL ON:

\_\_\_\_\_  
Date



## City of Detroit-Great Lakes Water Authority Water & Sewer Leases & Service Agreement

### WATER AND SEWER FACILITIES LEASES:

- GLWA to be conveyed (via a leasehold interest) all regional water and sewerage facilities.
- GLWA to be conveyed interest in all water and sewer system revenues including City of Detroit retail revenues.
- DWSD bonds to be assigned to GLWA and are payable solely from Net Revenues of the System, no full faith and credit pledge.
- GLWA revenue requirements that are targeted not to increase by more than 4 percent per year include \$50M lease payment, \$4.5M Water Residential Assistance Program payment and GLWA employee related frozen Pension Obligation as expenses shared regionally (on a "common-to-all" basis).
  - Per an independent study conducted by Plante & Moran the 4-percent revenue increase cap is sufficient to support these payments and provide funds for "common-to-all" revenue-financed capital.
- The \$50M lease payment may only be used, at City's discretion, to pay for Detroit local capital improvements or Detroit's debt service obligations for bonds issued to pay for local or regional improvements.
- A budget stabilization fund to be created and funds set aside from Detroit retail revenues to ensure Detroit meets its customer collection responsibilities.
- GLWA to be assigned existing wholesale service contracts (subject to any required customer approvals not to be unreasonably withheld), vendor contracts, and labor contracts. GLWA is a successor employer.

### WATER AND SEWER SERVICES AGREEMENT:

- City of Detroit is delegated, as Authority's agent, responsibility for setting retail rates, billing, collection and enforcement. Revocable by Authority in event of failure to satisfy requirements.

- Authority to establish two-year budget (periodically adjusted) and require quarterly financial reporting on Detroit retail performance with a Reconciliation Committee to address significant budget to actual variances, if necessary.
- Recent changes in the rate-setting policies of DWSD have provided additional assurances that wholesale and Detroit retail revenues will be realized.

\*Leases become effective with the completion of conditions precedent including bondholder consents, contract assignments, permit transfers, Master Bond Ordinance, etc.

**WATER SERVICE CONTRACT**

**BETWEEN**

**CITY OF DETROIT**

**AND**

**CITY OF WARREN**

not terminate water service if there is a good faith dispute concerning the accuracy of billings. If the accuracy of a bill is in dispute, Customer shall place the disputed amount in an escrow account pending resolution of the dispute. Accrued interest on the escrow account shall belong to the Party that prevails in the resolution of the dispute.

**Article 13.**  
**Assignment**

13.01 This Contract shall not be assigned, in whole or in part, by either Party without the prior written consent of the other Party. Consent to an assignment by either Party shall not be unreasonably withheld.

**Article 14.**  
**Ensuring Equality of Contract Terms**

14.01 If the Board enters into any contract, and any amendments thereto, with a water service customer other than Customer, and the material terms of such other contract are more favorable than the material terms of Customer's Contract, Customer may elect to adopt all of such other material terms. However, if Customer exercises the option provided for in this Article 14, Customer must accept all material terms of the other contract in their entirety and may not select among various terms contained in multiple other contracts by, for example, selecting the Contract Term from one contract and the Early Termination Costs provision of another contract. The terms and conditions of Exhibit B of this Contract are specifically excluded from the application of this Article 14.

**Article 15.**  
**Amendment**

15.01 The Parties may periodically consider it in their best interests to change, modify or extend a term, condition or covenant of this Contract for reasons which may include, but are not limited to, the creation, expansion or closing of industry or other business. Any change, addition, deletion, extension or modification that is mutually agreed upon by the Board and Customer shall be incorporated in a written amendment to this Contract. Such amendments shall not invalidate this Contract nor relieve or release either Party of any of its respective obligations under this Contract unless so stated in the amendment.

15.02 No amendment to this Contract shall be effective and binding upon the Parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both Parties, is approved by Customer's governing body, and is approved by the Board and the Detroit City Council.

**Article 16.**  
**Notices**

16.01 Except as otherwise specified herein, all notices, consents, approvals, requests and other communications (collectively, "Notices") required or permitted under this Contract shall be given in writing and mailed by first class mail to the Parties and at the addresses identified in Exhibit B.



**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)

August 31, 2015

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

Re: Request for an Additional Appropriation of Funds— Water & Sewer System

Dear Sir:

In the correspondence dated August 26, 2015, the WWTP Division Head indicates the need for an additional appropriation of funds in the amount of \$830,000.00 to provide additional funding for the incinerator scrubber replacement project.

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  
David Monette

RESOLUTION INCREASING APPROPRIATIONS

FISCAL 2015/16 WATER & SEWER SYSTEM 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 January 1, 2015 to June 30, 2016 was adopted by Council on December 9, 2014, and

WHEREAS, the WWTP Division Head has indicated a need to this Council for an additional appropriation of funds in the amount of \$830,000.00 to provide additional funding for the incinerator scrubber replacement project;

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the adopted 2015/16 Water & Sewer System Budget, approves the additional appropriation of funds to the following budget line items in the amount of \$830,000.00.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Transfer to:</u> 9047-98080	WWTP Improvements	<u>\$830,000.00</u>
<u>Transfer from:</u> 080-67601-REV020	Retained Earnings	<u>\$830,000.00</u>

BE IT FURTHER RESOLVED, that the City Council hereby revises the estimated appropriations for the 2015/16 Water & Sewer System Budget in the amount of \$830,000.00.

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

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

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

\_\_\_\_\_  
SCOTT C. STEVENS  
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



## WASTE WATER TREATMENT PLANT

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

David M. Monette  
Division Head

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

FROM: David Monette, WWTP Division Head

SUBJECT: Budget Amendment to Re-appropriate Funds Remaining From  
The 2014 Water and Sewer Budget Capital Equipment/Improvement  
Reserve to the 2015/16 Water and Sewer Budget Capital Equipment/  
Improvement Reserve

DATE: August 26, 2015

As you may be aware, two major critical construction projects are in progress at the WWTP.

The first is the full rehabilitation of four (4) final clarifiers, installed when the original plant was constructed between 1957 and 1959. The second is the replacement of the quencher/scrubber system on the ten (10) hearth sewage sludge incinerator necessary to comply with new EPA emission limits.

Total funding in the amount of \$6,348,856 was allocated and approved by City Council in the 2014 Water and Sewer System Capital Equipment Reserve Budget for the clarifier 1-4 rehabilitation project.

I am pleased to report that this project is proceeding on schedule and under budget. The anticipated project completion date is the December 2015/January 2016 timeframe. The final projected cost will be approximately \$5,498,000 which is \$850,000 under budget and to be returned to the fund balance.

Funding, in the amount of \$2,330,000 for Incinerator Emission Controls Improvements was approved in the 2015/16 Water and Sewer System Capital Equipment Reserve Budget. Actual costs for this project are projected to be approximately \$3,160,000, which is \$830,000 more than the allocated amount.

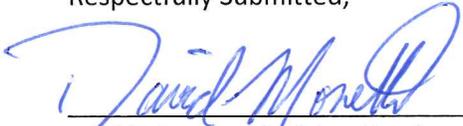
Costs came in significantly higher than anticipated, in part because every sewage sludge incinerator in the Country must be upgraded at this time, so competition is intense for a limited number of qualified contractors and equipment vendors to supply equipment and complete this work prior to EPA's 2016 emission compliance deadlines.

More specifically, cost increases resulted from construction bids coming in significantly higher than estimated (\$2.1 million estimated and \$2.385 million actual) causing higher design and construction engineering costs, which are based on a percentage of the construction costs. In addition, four (4) of ten (10) incinerator hearths must be rebuilt, which was not anticipated, and the continuous emission monitoring system for total hydrocarbon monitoring requires full replacement rather than repair as originally anticipated.

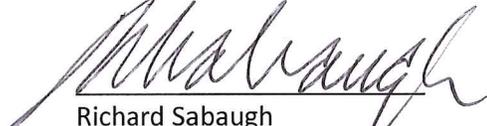
To complete the Incinerator Emission Control Improvement Project in a timely fashion as required to comply with upcoming regulations, we are requesting a budget amendment to re-appropriate \$830,000 in excess 2014 Capital funds to the 2015/16 Water and Sewer System Capital Budget. This transfer will provide sufficient funding to complete the critical incinerator upgrades to assure full compliance with EPA Regulations.

Therefore, in consideration of the above, please take steps necessary to add this item to the next agenda for consideration and approval by City Council.

Respectfully Submitted,

  
\_\_\_\_\_  
David Monette, Division Head  
Division of Waste Water Treatment

Read and Concurred:

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

Funding Approval:

\_\_\_\_\_  
Renee Rezak  
Budget Director

Recommended to Council

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

Attachment: Proposed City Council Resolution



WASTE WATER TREATMENT PLANT  
32360 Warkop  
Warren, Michigan 48093  
(586) 264-2530

**MEMO TO:** Scott Stevens  
City Council Secretary

**FROM:** David Monette, Division Head  
Division of Waste Water Treatment

**SUBJECT:** Bid ITB-W-9211, City Contract WWTP-15-002  
WWTP – Incinerator Scrubber Replacement

**DATE:** 8/21/15

David M. Monette  
Division Head

We have reviewed the bids received for ITB-W-9211, City Contract WWTP-15-002, Incinerator Scrubber Replacement, and recommend awarding the bid to the lowest bidder, J.F. Cavanaugh Company from Farmington Hills, Michigan. The project work was advertised on the MITN system from 7/10/15 through 8/12/15 and a public bid opening was conducted on August 12, 2015.

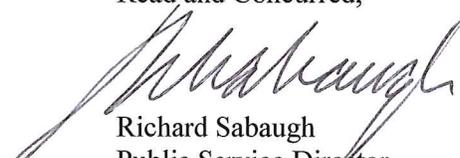
This work includes the complete removal of the existing quencher/scrubber equipment that was installed in 1971 and the installation of a new Enviro-Care Venturi scrubber and quencher system in its place. This project is being constructed to add improvements needed for compliance with the new EPA stack emissions limits for sewage sludge incinerators that become effective in the spring of 2016. J. F. Cavanaugh Company has satisfactorily completed similar work in the metro and out state areas of Michigan and is qualified to complete the project work.

Based on the review of the bids by City staff and the City’s consultant, I recommend award of this project to J.F. Cavanaugh Company in the total bid amount of \$2,385,000.00. Funds for this work will be available from the 2015/16 Water and Sewer Budget Capital Equipment/Improvement Reserve.

Sincerely,

  
David Monette, Division Head  
Division of Waste Water Treatment

Read and Concurred,

  
Richard Sabaugh  
Public Service Director

Funding Approval,

  
Renee Rezak  
Budget Director

Read and Recommended,

  
James R. Fouts  
Mayor

DM/ts

Attachments: Bid tabulation, Tetra Tech award recommendation, award resolution

**RESOLUTION TO AWARD BID AND CONTRACT  
TO  
J.F. CAVANAUGH COMPANY  
FOR  
CITY PROJECT WWTP-15-002, INCINERATOR SCRUBBER REPLACEMENT**

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

PRESENT: Councilpersons \_\_\_\_\_

---

ABSENT: Councilpersons \_\_\_\_\_

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

On August 12, 2015, bids were received for City Project WWTP-15-002, Incinerator Scrubber Replacement, pursuant to the standard sealed bid procedure.

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

The Facilities Engineer has recommended that the contract for City Project WWTP-15-002, Incinerator Scrubber Replacement, be awarded to J.F. Cavanaugh, in the total bid amount of \$2,385,000.00.

Funding is approved from the Capital Equipment/Improvement Reserve of the 2015/16 Water & Sewer System Budget.

The Contract Documents include the Advertisement, the Proposal, the Supplemental Specifications, and the City of Warren form documents entitled Instructions to Bidders, Contractor's Qualification Statement, Proposal, Contract, Performance Bond, Payment Bond for Labor, Materials and Equipment Rental, Maintenance and Guarantee Bond, Certificate of Worker's Compensation Insurance, Section 200 General Conditions, Division 1 General Requirements, Division 2 Site Work, Division 3 Concrete, Division 5 Metals, Division 9 Finishes, Division 10 Specialties, Division 11 Equipment, Division 13 Special Construction, Division 15 Mechanical and Division 16 Electrical.

THEREFORE, BE IT RESOLVED, pursuant to the recommendation of the Facilities Engineer, that the City Council by formal motion approves the award of contract to J.F. Cavanaugh Company in the total bid amount of \$2,385,000.00.

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 J.F. Cavanaugh Company, 20750 Sunnydale, Farmington Hills, Michigan, 48336, in the total bid amount of \$2,385,000.00 consistent with the terms of the bid for City Project WWTP-15-002, Incinerator Scrubber Replacement, and the City of Warren Contract Documents as described above.

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

NAYS: Councilpersons: \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
SCOTT STEVENS  
Secretary of the Council





**TETRA TECH**

August 17, 2015

Mr. Todd Schaedig, P.E.  
WWTP Facilities Engineer  
City of Warren  
32360 Warkop  
Warren, MI 48093

**Re: Incinerator Scrubber Bids**

Dear Mr. Schaedig:

The City of Warren has been planning for the replacement of its sewage sludge incinerator air scrubber. Federal regulations require that the City be in compliance with more stringent air quality regulations in early 2016. A proposed incinerator air scrubber is a necessary part of the City remaining in compliance with federal regulations.

On August 12, 2015, bids were received and opened for the construction of the scrubber. Four bids were received and are tabulated on the attached document. The lowest bid was received from J.F. Cavanaugh Company of Farmington Hills, MI in the amount of \$3,850,000. This is nearly identical to Tetra Tech's opinion of probable construction costs.

Tetra Tech has several current and past projects with Cavanaugh. These projects have gone well. Tetra Tech called additional references and received similar favorable feedback.

Cavanaugh and their subs have experience with the disciplines on this project including metal fabrication and electrical/instrumentation. However, Cavanaugh does not have recent experience with incinerator scrubbers. This is not unexpected given the limited number of these facilities. The scrubber manufacturer has had success in having mechanical contractors experienced in metal fabrication install their scrubbers without prior experience with scrubbers. Therefore, we believe Cavanaugh has the requisite experience to install the scrubber successfully.

Based on our review, we find that J.F. Cavanaugh is the lowest responsive bidder and recommend that the City of Warren award the project to J.F. Cavanaugh Company in the amount of \$2,385,000.

This project involves complex construction in and around existing infrastructure. Unforeseen conditions could occur that require changes in the contract. For these reasons, we suggest that the City budget for a 5 to 10% contingency.

Tetra Tech has appreciated this opportunity to serve the City of Warren and looks forward to a successful construction project.



TETRA TECH

Sincerely;

A handwritten signature in black ink that reads 'Brian M. Rubel'. The signature is written in a cursive style with a large, prominent 'B' at the beginning.

Brian M. Rubel, P.E.  
Vice President





**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)

August 31, 2015

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

Re: Request for an Additional Appropriation of Funds – Human Resources

Dear Sir:

In his correspondence dated August 27, 2015, the Human Resources Director has indicated the need for an additional appropriation of funds in the amount of \$20,000.00 to provide funding for professional services to prepare and file health coverage information as mandated by the federal healthcare reform.

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  
Phillip Easter

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 Human Resources Director has indicated a need to this Council for an additional appropriation of funds in the amount of \$20,000.00 to provide funding for professional services needed to prepare and file information mandated by the federal healthcare reform.

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the original General Appropriation Resolution for the Fiscal 2016 Budget, approves the additional appropriation of funds to the following budget line items in the General Fund Budget for fiscal 2016 in the amount of \$20,000.00.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Transfer to:</u> 1220-80100	Professional Services	<u>\$20,000.00</u>
<u>Transfer from:</u> 101-39601	General Fund Contingency	<u>\$20,000.00</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 \$20,000.00.



August 27, 2015



DEPARTMENT OF HUMAN RESOURCES

One City Square, Suite 410

Warren, MI 48093-5286

(586) 574-4670

fax (586) 582-9999

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

Mr. Scott Stevens, Secretary  
City of Warren City Council

**RE: Recommendation to approve contract with BASIC to prepare and file health coverage information 1094-c and 1095-c returns required by federal healthcare reform.**

Dear Mr. Stevens:

Through the RFP-W-8812 purchase process, TMR & Associates was selected as the agent of record for the City in connection with the City's health insurance program. City Council approved the selection of TMR & Associates by resolution dated June 24, 2014. TMR's contract is valid through June 30, 2019, with optional renewal periods. One of the primary duties of TMR & Associates is to solicit quotes from various providers for health care coverage, and other services, concerning the City's health insurance program. In addition, TMR provides services to the City to insure compliance with the complex mandates of the new federal health care reform legislation. The contract between the City of Warren and TMR Associates provides in pertinent part the following:

Specific functions to be performed by the health insurance agent include the following:

14. Maintain thorough and accurate understanding of the Affordable Care Act and periodically advise City, in a timely and reliable manner, applicable requirements thereof. **Provide reporting and assist City administration, as necessary, with filing preparation for the Affordable Care Act that meet Federal and State requirements.** Educate and advise

on Healthcare Reform, specifically PPACA, and the key strategic decisions the City should consider.

As a result of this provision, TMR & Associates has solicited quotes from several providers for services related to the preparation and filing of year end reports mandated by the Affordable Care Act (ACA). These quotes are submitted to the City Council for review and determination.

By way of brief background, the ACA created a number of federal reporting requirements for the City of Warren. Under Code Section 6056, applicable large employers (ALEs), including the City of Warren, must file a return with the IRS that *reports the terms and conditions of the health care coverage provided to the employer's full-time employees for the calendar year*. Related statements must also be provided to employees. (See attached "*Health Care Reform Legislative Brief*" provided by TMR & Associates). Reporting under Section 6056 is first required in early 2016 for coverage offered (or not offered) in 2015.

Under Section 6056, the City of Warren will use Form 1094-C and Form 1095-C to report information to the IRS about offers of health coverage and enrollment in health coverage for their full-time employees. Because the City of Warren offers self-insured coverage, we will also use Form 1095-C to report information about individuals who are covered under the self-insured plan. Related statements must also be provided to all full-time employees.

There are very substantial penalties for failing to properly report the required health coverage information, *in some cases, up to three million dollars per year*.

The City is required to submit the required health insurance information for the 2015 calendar year to all full-time city employees by January 31, 2016, and electronically file the required reports with the IRS by March 31, 2016. (See, IRS "*Questions and Answers on Information Reporting by Health Coverage Providers*").

In order to be prepared to comply with these requirements, the undersigned has attended several programs and seminars, where the technical requirements of section 6056 and 6055 have been thoroughly explained. I am attaching to this recommendation, a TMR & Associates document entitled "*ACA: Section 6055 and 6056 Health Coverage Reporting*" which comprehensively describes the complexity of this aspect of federal health care reform.

Although it is fairly clear *what information* has to be filed, there has been very little information or discussion about **how** the huge volume of personal information can be printed on the actual forms that are to be distributed to the employees, and filed with the IRS. In other words, it is relatively clear what information has to be collected, but it is not at all clear about how the information can be accurately printed onto the paper forms that are to be delivered to the individual employees by January 31, 2016.

TMR & Associates has identified, and solicited quotes from several companies that have the expertise and the technology to process the city's health care data and generate the required returns for distribution to the affected employees, and for filing with the IRS, in a timely manner.

**The recommendation for the 2015-2016 filing is to use a company whose corporate name is BASIC. After the City has submitted one successful filing, and the filing requirements are better understood, the City will pursue a formal RFP, but given the current circumstances, it is the administration's recommendation that the work be performed by BASIC using their processes.**

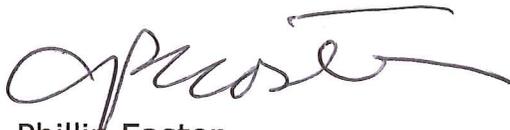
A brief description of the process established by this company is shown on the attached "ACA Elevate - 6055 and 6056 Compliance". It is my understanding that Macomb County, and several other cities in this area have decided to use BASIC for this purpose.

Essentially, the process will involve several steps:

- (1.) The City IT department will download the required data from the Blue Cross website and the City's payroll programs into a data base, using a computer program developed by a company for the explicit purpose of submitting the IRS forms required by Section 6055 and 6056. In some instances, data will also have to be secured from the insured individuals, such as the social security numbers of some dependents.
- (2.) Once the required data has been accumulated, properly organized and downloaded to an appropriately formatted file, the data will be transferred to the vendor for processing.
- (3.) 1095-C forms will be generated and distributed to each full-time employee by January 31, 2016. The 1094-C will also be generated and filed with the IRS by March 31, 2015.

The price quoted by BASIC is for complete services for 900 individuals. It is likely that the number will be somewhat in excess of 900, possibly up to 1500 given the number of individuals who have moved off and on the city's coverage in the past year. Accordingly, the administration requests and recommends approval of TMR's proposal to use BASIC's "Option 1" to prepare the City's 1094-C forms, and 1095-C forms to insure compliance with Section 6055 and 6056 in the total amount not to exceed \$20,000.00 based on approximately 1500 records.

Sincerely,



Phillip Easter  
Human Resources Director

READ AND CONCUR:

Mayor James R. Fouts	
Craig Treppa, Purchasing Agent	
Rob Maleszyk, Controller	

**RESOLUTION APPROVING CONTRACT WITH BASIC FOR  
PREPARATION AND FILING OF HEALTH COVERAGE  
INFORMATION RETURNS**

A meeting of the City Council of the City of Warren, County of Macomb, Michigan held on Tuesday, September 8, 2015 at 7:00 o'clock, p.m., eastern standard time, in the Council Chamber at the Warren Community Center, 5460 Arden Road, Warren, Michigan.

PRESENT: Councilmember \_\_\_\_\_

ABSENT: Councilmember \_\_\_\_\_

The following resolution was offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_.

1. The Administration having submitted a recommendation and request that BASIC, a company designated and identified by TMR & Associates as an agent qualified to assist the City in the health coverage reporting process, be authorized to prepare and distribute the City's 1094-C and 1095-C forms mandated by Section 6056 of the federal health care reform upon the terms and conditions contained in the attached agreement, and,

2. The Administration having presented information to the City Council in support of the request to approve the this recommendation,  
NOW THEREFORE;

IT IS RESOLVED, that City Council does hereby adopt and approve this resolution, and does hereby approve the administration's recommendation and request that BASIC, a company designated by TMR & Associates, be authorized to prepare and distribute the City's 1094-C and 1095-C forms mandated by Section 6056 of the federal health care reform upon the terms and conditions contained in the attached agreement, at a total cost **not to exceed** \$20,000.00.

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



# BASIC EDI Specs – Reference Sheet

## ACA Elevate Options 1 & 2 Employee Upload File

File must be in an Excel or CSV (comma separated values) file format containing all employee (and dependent information – when required) records for filing with quotes (") around all fields or all fields that could contain commas.

**Employee Record Sample** - The data contained in this sample has been created using generic values and should not be used for anything other than record formatting verification. BASIC's Compliance Specialist will provide you with more information as requested.

\* denotes required data – for fields where the data is not required, the field must be listed as a place holder to maintain the expected field order, however, the field can be left blank, or null.

Service_Account_ID*	Integer – Must use the value of "9"
Company_ID*	Integer (e.g., "123456") – A six digit code will be <b>provided by BASIC</b> to represent your company
Filing_Year*	Integer (e.g., "2015") – A four digit year for the filing year for the data being uploaded
Employee_Code*	String (e.g., "123456") – Up to 50 character alphanumeric value to uniquely identify the Employee
Employee_Birth_Date*	String (e.g., "11/03/1976") – Employee Birth Date in MM/DD/YYYY with slashes
Employee_SSN*	Integer (e.g., "123456789") – Employee's 9 digit Social Security Number, no dashes
Employee_First_Name*	String (e.g., "MICHAEL") – Up to 50 characters for the Employee's First Name
Employee_Middle_Name	String (e.g., "JAY") – Up to 50 characters for the Employee's Middle Name or Middle Initial
Employee_Last_Name*	String (e.g., "CUNNINGHAM") – Up to 50 characters for the Employee's Last Name
Employee_Street-Address_1*	String (e.g., "3122 FIRE ROAD") – Up to 50 characters for the Employee's Street Address
Employee_Street-Address_2	String (e.g., "" or "Apt A") – Up to 50 characters for the Employee's additional address information
Employee_City*	String (e.g., "PLEASANTVILLE") – Up to 50 characters for the Employee's City
Employee_State*	String (e.g., "NJ") – Up to 50 characters for the Employee's State
Employee_Zip*	Integer (e.g., "08232") – Employee's 5 or 9 digit Zip Code, no dashes
Employee_Country_Code*	String (e.g., "US") – 2 characters for the Employee's Country Code
Employee_Hire_Date*	String (e.g., "03/29/1999") – Employee Hire Date in MM/DD/YYYY with slashes
Employee_Termination_Date	String (e.g., "" or "02/28/2015") – Employee Termination Date in MM/DD/YYYY with slashes
Employee_Rehire_Date	String (e.g., "" or "02/28/2015") – Employee Termination Date in MM/DD/YYYY with slashes
Employee_Filing_Month*	Integer (e.g., 1) – A 1 or 2 digit code for the Employee Filing Month for the data being uploaded
Employee_Number_of_Hours_Worked	Double (e.g., 160.00) – Total number of hours the Employee worked during the Filing Month
Employee_Gross_Earnings	Double (e.g., 4394.70) – Total gross earnings the Employee made during the Filing Month

**\*Note:** Self-Insured & Self-Funded Plans – Require Dependent information to complete the required filing and preparation of the 1094-C and S095-C forms.

## Dependent Information

Employee's_SSN*	Integer (e.g., "123456789") – Employee's 9 digit Social Security Number, no dashes
Covered Individual's_Birth_Date (if Social security is not available)	String (e.g., "11/03/1976") – Employee Birth Date in MM/DD/YYYY with slashes
Covered Individual's_SSN*	Integer (e.g., "123456789") – Employee's 9 digit Social Security Number, no dashes
Covered Individual's_First_Name*	String (e.g., "MICHAEL") – Up to 50 characters for the Employee's First Name
Covered Individual's_Middle_Name	String (e.g., "JAY") – Up to 50 characters for the Employee's Middle Name or Middle Initial
Covered Individual's_Last_Name*	String (e.g., "CUNNINGHAM") – Up to 50 characters for the Employee's Last Name
Covered Individual's_Coverage_start_Date*	String (e.g., "03/29/1999") – Employee Hire Date in MM/DD/YYYY with slashes
Covered Individual's_Coverage_End_Date	String (e.g., "" or "02/28/2015") – Employee Termination Date in MM/DD/YYYY with slashes

### **Filename Requirements:**

Each file you send to us electronically needs to have a unique filename, to prevent any possible over-writing of an existing file, and to make it easy to identify what the file is.

We prefer a convention such as: COMPANYNAME\_TypeOfFile\_YYYYMMDD-NNSS.csv or COMPANYNAME\_TypeOfFile\_YYYYMMDD-NNSS.xls

For example, ABCCOMPANY\_ACAOption2\_20150210-1530.csv for a file sent at 3:30pm your time on February 10<sup>th</sup> of 2015, to us containing annual election changes for ABC Company.

For test files, the above naming should be used with the word Test preceding the company name. For example: Test\_ABCCOMPANY\_ACAOption2\_20150210-1530.csv.

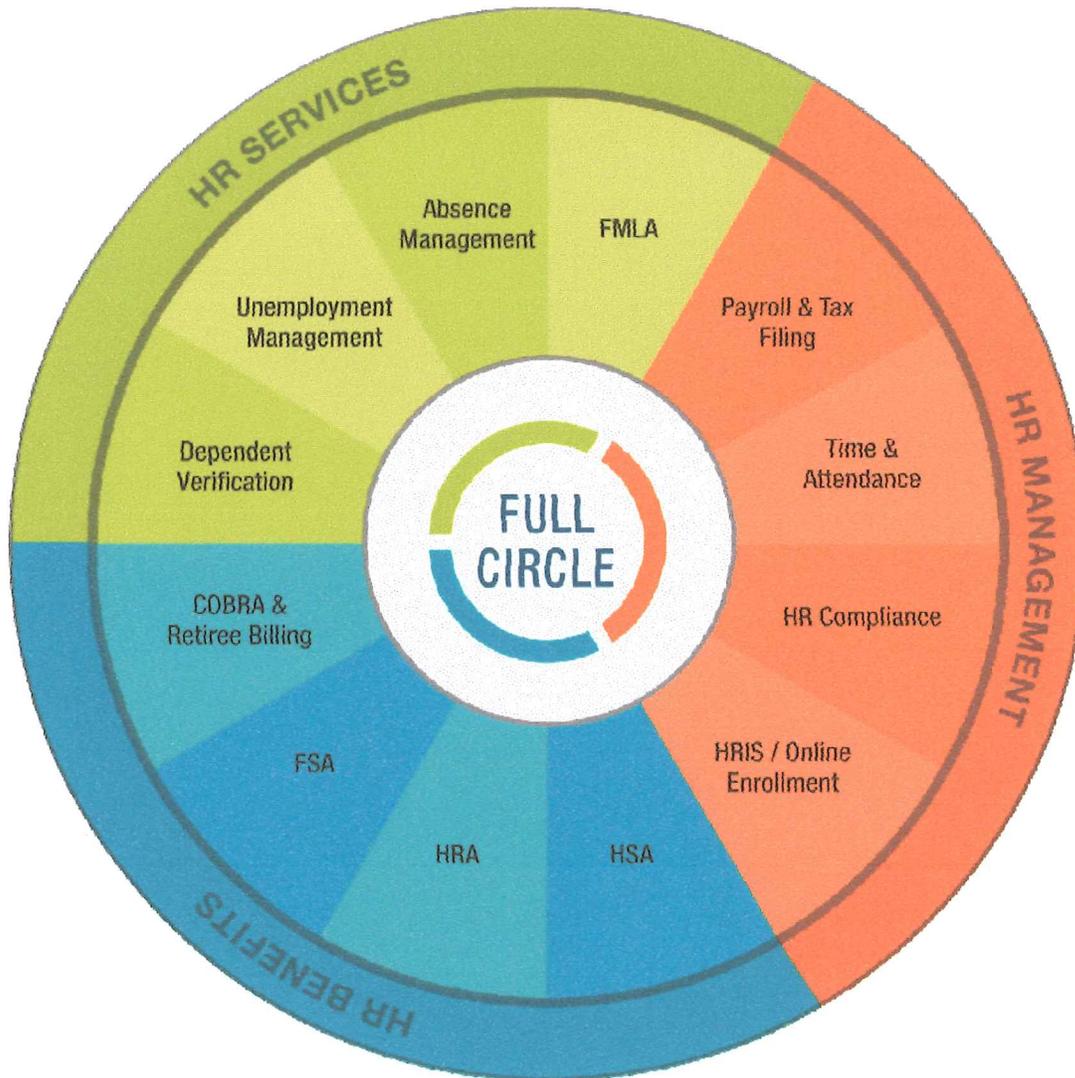
### **Service Options**

Elevate 1 ~ Year end Filing Service

Elevate 2 ~ Monthly Tracking and Year End Filing Service

**General Information:** The above Data File Configuration is provide and "INFORMTATION ONLY". Specific data filed configuration may vary from the above specifications. BASIC's Compliance Specialist will provide data export/import specifications / template as part of the New Client on-boarding process.

Most often Employee Information, is an export file from Payroll or HRIS (or similar) system. Dependent information (Self-Insured / Self-Funded) health benefit coverage information is available from most third party medical claims administration companies. Employer is responsible for gathering and preparing the DATA file prior to transmitting (providing electronic copy) to BASIC as required under the service agreement.



**PRESENTED TO:**

City of Warren

**PRESENTED BY:**

Marisha Taylor



## Company Summary

### About Our Company

BASIC's integrated HR solutions come full-circle for employers nationwide. Consistently recognized as an Inc. 5000 Fastest Growing Private Company, our expertise allows you to control costs, manage risk, and improve staff focus and effectiveness. BASIC's suite of solutions offered independently or as part of a platform of services, is paired with our experienced staff, ensuring consistency and flexibility. HR solutions should be simple. Keep it BASIC.



-  HR Benefits
-  HR Management
-  HR Services

### Commitment to Service

BASIC's commitment to service is in the numbers. We manage our processes and quality by measuring the key metrics of our operations. With an average hold time of only 11 seconds, a FSA and HRA claim accuracy rate of 99.95%, and an average claim processing time of 1 day, we understand that consistency is the key to success. Our Integrated HR Solutions paired with our commitment to service can come full circle for your business.

### Awards and Honors

BASIC is committed to providing best in class service to our referral partners, clients we serve and their employees.

- Awarded the Inc. 5000 Fast Growing Private Companies award four consecutive years
- Awarded the Service Award by the Independent Payroll Providers Association





## Proposed Service

### ACA Elevate- Option 1 (Year-end Filing)

#### Pay for Only What You Need

Some payroll vendors load you up with tons of unnecessary features raising your base charge along the way. With our ACA Elevate option 1 service, we focus on the key deliverables for the tax filing for employers with simpler reporting needs.

- Quick and simple employer set-up process through the employee census upload.
- Complete Form 1094-C with the company information, aggregated group details, and employee count and transition relief codes.
- Completed 1095-C Forms with the employee and ALE information, offer of coverage codes, lowest cost plan data, safe harbor codes and dependent information (if self-insured.)
- Includes electronic file to employer for filing all employee 1095-C Forms and 1094-C.
- Produce and distribute all ACA IRS Filing option\*
  - Upon final approval by the employer, BASIC will ship 1095-C forms to each employee's home address (as specified on the form).
  - If the employer does not have eFiling capabilities, BASIC can help. We can eFile for the employer straight-through our 6055/6056 service.



#### Value Add

- Personalized ACA compliance guidance
  - 24/7 access to BASIC's compliance experts
- Invitations to BASIC's Monthly Educational Webinars
- Monthly Regulatory Newsletters

\*Additional fees may apply for optional service

\*Preferred payment via ACH/Credit Card





# Proposed Service

## ACA Elevate- Option 2 (Monthly Tracking and Year-end Filing)

### Decrease Drain on Your Resources

The Affordable Care Act (ACA) imposes demanding information reporting responsibilities on employers starting with the 2015 calendar year. BASIC ACA Elevate- option 2 service helps employers navigate three critical aspects of the Affordable Care Act (ACA). Our solutions will allow you to determine your ACA classification status, manage employee hours for "Full-Time Equivalent" classification and reporting requirements under section 6056.

- For Employers with complex variable hour employee measurements
  - Ideal for Schools, Restaurants, Hospitalities, Staff Agencies, Etc.
- Includes full monthly tracking
  - Monitor employee eligibility on a monthly basis
  - Categorize eligible employees (full time, full-time equivalent, variable hour, seasonal)
- Complete Form 1094-C with the company information, aggregated group details and, employee count and transition relief codes.
- Completed 1095-C Forms with the employee and ALE information, offer of coverage codes, lowest cost plan data, safe harbor codes and dependent information (if self-insured).
- Includes electronic file to employer for filing all employee 1095-C Forms and 1094-C.
- Distribute all ACA IRS Filing option\*
  - Upon final approval by the employer, BASIC will ship 1095-C forms to each employee's home address (as specified on the form).
  - If the employer does not have eFiling capabilities, BASIC can help. We can eFile for the employer straight-through our 6055/6056 service.



### Value Add

- Personalized ACA compliance guidance
  - 24/7 access to BASIC's compliance experts
- Invitations to BASIC's Monthly Educational Webinars
- Monthly Regulatory Newsletters

\*Additional fees may apply for optional service

\*Preferred payment via ACH/Credit Card



## Financial Analysis – August 12, 2015

### City of Warren

900 employees

Service*	Annual Fee	
ACA Elevate – Option 1 Year-end Filing	\$500 one-time fee + \$3.55 Per Eligible FTE Employee Per Year- First Yearly Intake Fee	\$3.55 Per Eligible FTE Employee Per Year- Final Yearly Intake Fee at Filing
	Optional Services: <ul style="list-style-type: none"> <li>• \$2.35 Electronic Filing Fee per eligible FTE to IRS</li> <li>• \$5.70 1095-C Mailing Fee per eligible FTE</li> <li>• \$7.05 Combined Filing &amp; Mailing Fee per eligible FTE</li> </ul>	
	<p><b>Eligible FTE Employees:</b> Any employee of an ALE member who is a full-time employee for one or more months of the calendar year. ALE Members must report that information for all twelve months of the calendar year for each employee. Also, an employer offering self-insured health coverage for any other individual who enrolled in the coverage under the plan for one or more calendar months of the year, but was not an employee for any calendar month of the year, such as a non-employee director, a retired employee who retired in a previous year, a terminated employee receiving COBRA coverage who terminated employment during a previous year, and a non-employee COBRA beneficiary are considered eligible FTE employees (but not including an individual who obtained coverage through the employee's enrollment, such as a spouse or dependent obtaining coverage when an employee elects family coverage).</p>	
Sign-ups after Sept. 30, 2015, a 30% surcharge will be added.		

Service*	Initial Fee	Monthly Fee
ACA Elevate – Option 2 Monthly Tracking & Year-end Filing	\$550 one-time fee + \$1.55 PEPM (previous months from 1/2015 – Present)	\$1.55 PEPM
	Optional Services: <ul style="list-style-type: none"> <li>• \$2.35 Electronic Filing Fee per Employee</li> <li>• \$5.70 1095-C Mailing Fee per Employee</li> <li>• \$7.05 Combined Filing &amp; Mailing Fee per Employee</li> </ul>	
This quote is good thru 8.15.15. Additional fees may apply after.		

\*See detailed proposal page(s) for guidelines, exclusions and requirements

\*\* Billing cycles vary from monthly, quarterly or annually depending on level of service charges.

This proposal contains confidential and privileged information and may not be used or shared with any other person or organization without authorization.

**Employer-Provided Health Insurance Offer and Coverage**  
▶ Information about Form 1095-C and its separate instructions is at [www.irs.gov/1095c](http://www.irs.gov/1095c).

VOID  
 CORRECTED

OMB No. 1545-2251

**2015**

**Part I Employee**

1 Name of employee: \_\_\_\_\_  
 2 Social security number (SSN): \_\_\_\_\_  
 3 Street address (including apartment no.): \_\_\_\_\_  
 4 City or town: \_\_\_\_\_ 5 State or province: \_\_\_\_\_ 6 Country and ZIP or foreign postal code: \_\_\_\_\_  
 7 Name of employer: \_\_\_\_\_ 8 Employer identification number (EIN): \_\_\_\_\_  
 9 Street address (including room or suite no.): \_\_\_\_\_ 10 Contact telephone number: \_\_\_\_\_  
 11 City or town: \_\_\_\_\_ 12 State or province: \_\_\_\_\_ 13 Country and ZIP or foreign postal code: \_\_\_\_\_

**Part II Employee Offer and Coverage**

Plan Start Month (Enter 2-digit number): \_\_\_\_\_

14 Offer of Coverage (enter required code)	Plan Start Month (Enter 2-digit number): _____												
	All 12 Months	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
15 Employee Share of Lowest Cost Monthly Premium, for Self-Only Minimum Value Coverage	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
16 Applicable Section 4980H Safe Harbor (enter code, if applicable)													

**Part III Covered Individuals**

If Employer provided self-insured coverage, check the box and enter the information for each covered individual.

(a) Name of covered individual(s)	(b) SSN	(c) DOB (if SSN is not available)	(d) Covered all 12 months	(e) Months of Coverage													
				Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec		
17			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Part III Covered Individuals — Continuation Sheet**

	(a) Name of covered individual(s)	(b) SSN	(c) DOB (if SSN is not available)	(d) Covered all 12 months	(e) Months of coverage																		
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec							
23				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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29				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
33				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
34				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Instructions for Recipient

You are receiving this Form 1095-C because your employer is an Applicable Large Employer subject to the employer shared responsibility provision in the Affordable Care Act. This Form 1095-C includes information about the health insurance coverage offered to you by your employer. Form 1095-C, Part II, includes information about the coverage, if any, your employer offered to you and your spouse and dependent(s). If you purchased health insurance coverage through the Health Insurance Marketplace and wish to claim the premium tax credit, this information will assist you in determining whether you are eligible. For more information about the premium tax credit, see Pub. 974, Premium Tax Credit (PTC). You may receive multiple Form 1095-C if you had multiple employers during the year that were Applicable Large Employers (for example, you left employment with one Applicable Large Employer and began a new position of employment with another Applicable Large Employer). In that situation, each Form 1095-C would have information only about the health insurance coverage offered to you by the employer identified on the form. If your employer is not an Applicable Large Employer, it is not required to furnish you a Form 1095-C providing information about the health coverage it offered.

In addition, if you, or any other individual who is offered health coverage because of their relationship to you (referred to here as family members), enrolled in your employer's health plan and that plan is a type of plan referred to as a "self-insured" plan, Form 1095-C, Part III provides information to assist you in completing your income tax return by showing you or those family members had qualifying health coverage (referred to as "minimum essential coverage") for some or all months during the year.

If your employer provided you or a family member health coverage through an insured health plan or in another manner, the issuer of the insurance or the sponsor of the plan providing the coverage will furnish you information about the coverage separately on Form 1095-B, Health Coverage. Similarly, if you or a family member obtained minimum essential coverage from another source, such as a government-sponsored program, an individual market plan, or miscellaneous coverage designated by the Department of Health and Human Services, the provider of that coverage will furnish you information about that coverage on Form 1095-B. If you or a family member enrolled in a qualified health plan through a Health Insurance Marketplace, the Health Insurance Marketplace will report information about that coverage on Form 1095-A, Health Insurance Marketplace Statement.



Employers are required to furnish Form 1095-C only to the employee. As the recipient of this Form 1095-C, you should provide a copy to any family members covered under a self-insured employer-sponsored plan listed in Part III if they request it for their records.

#### Part I. Employee

**Lines 1-6.** Part I, lines 1-6, reports information about you, the employee.

**Line 2.** This is your social security number (SSN). For your protection, this form may show only the last four digits of your SSN. However, the issuer is required to report your complete SSN to the IRS.



If you do not provide your SSN and the SSNs of all covered individuals to the plan administrator, the IRS may not be able to match the Form 1095-C to determine that you and the other covered individuals have complied with the individual shared responsibility provision. For covered individuals other than the employee listed in Part I, a Taxpayer Identification Number (TIN) may be provided instead of an SSN.

#### Part I. Applicable Large Employer Member (Employer)

**Lines 7-13.** Part I, lines 7-13, reports information about your employer.

**Line 10.** This line includes a telephone number for the person whom you may call if you have questions about the information reported on the form.

### Part II. Employer Offer and Coverage, Lines 14-16

**Line 14.** The codes listed below for line 14 describe the coverage that your employer offered to you and your spouse and dependent(s), if any. This information relates to eligibility for coverage subsidized by the premium tax credit for you, your spouse, and dependent(s). For more information about the premium tax credit, see Pub. 974.

**1A.** Minimum essential coverage providing minimum value offered to you with an employee contribution for self-only coverage equal to or less than \$1,108.65 (9.5% of the 48 contiguous states single federal poverty line) and minimum essential coverage offered to your spouse and dependent(s) (referred to here as a Qualifying Offer). This code may be used to report for specific months for which a Qualifying Offer was made, even if you did not receive a Qualifying Offer for all 12 months of the calendar year.

**1B.** Minimum essential coverage providing minimum value offered to you and minimum essential coverage NOT offered to your spouse or dependent(s).

**1C.** Minimum essential coverage providing minimum value offered to you and minimum essential coverage offered to your dependent(s) but NOT your spouse.

**1D.** Minimum essential coverage providing minimum value offered to you and minimum essential coverage offered to your spouse but NOT your dependent(s).

**1E.** Minimum essential coverage providing minimum value offered to you and minimum essential coverage offered to your dependent(s) and spouse.

**1F.** Minimum essential coverage NOT providing minimum value offered to you, or you and your spouse or dependent(s), or you, your spouse, and dependent(s).

**1G.** You were NOT a full-time employee for any month of the calendar year but were enrolled in self-insured employer-sponsored coverage for one or more months of the calendar year. This code will be entered in the All 12 Months box on line 14.

**1H.** No offer of coverage (you were NOT offered any health coverage or you were offered coverage that is NOT minimum essential coverage).

**1I.** Your employer claimed "Qualifying Offer Transition Relief" for 2015 and for at least one month of the year you (and your spouse or dependent(s)) did not receive a Qualifying Offer. Note that your employer has also provided a contact number at which you may request further information about the health coverage, if any, you were offered (see line 10).

**Line 15.** This line reports the employee share of the lowest-cost monthly premium for self-only minimum essential coverage providing minimum value that your employer offered you. The amount reported on line 15 may not be the amount you paid for coverage if, for example, you chose to enroll in more expensive coverage such as family coverage. Line 15 will show an amount only if code 1B, 1C, 1D, or 1E is entered on line 14. If you were offered coverage but not required to contribute any amount towards the premium, this line will report a "0.00" for the amount.

**Line 16.** This code provides the IRS information to administer the employer shared responsibility provisions. None of this information affects your eligibility for the premium tax credit. For more information about the employer shared responsibility provisions, see IRS.gov.

### Part III. Covered Individuals, Lines 17-22

Part III reports the name, SSN (or TIN for covered individuals other than the employee listed in Part I), and coverage information about each individual (including any full-time employee and non-full-time employee, and any employee's family members) covered under the employer's health plan, if the plan is "self-insured." A date of birth will be entered in column (c) only if an SSN (or TIN for covered individuals other than the employee listed in Part I) is not entered in column (b). Column (d) will be checked if the individual was covered for at least one day in every month of the year. For individuals who were covered for some but not all months, information will be entered in column (e) indicating the months for which these individuals were covered. If there are more than 6 covered individuals, see the additional covered individuals on Part III, Continuation Sheet(s).

**Transmittal of Employer-Provided Health Insurance Offer and Coverage Information Returns**

Information about Form 1094-C and its separate instructions is at [www.irs.gov/1094c](http://www.irs.gov/1094c).

120116

OMB No. 1545-2251

**2015**

CORRECTED

**Part I Applicable Large Employer Member (ALE Member)**

1 Name of ALE Member (Employer)		2 Employer identification number (EIN)	
3 Street address (including room or suite no.)		6 Country and ZIP or foreign postal code	
4 City or town	5 State or province	8 Contact telephone number	
7 Name of person to contact		10 Employer identification number (EIN)	
9 Name of Designated Government Entity (only if applicable)		14 Country and ZIP or foreign postal code	
11 Street address (including room or suite no.)		16 Contact telephone number	
12 City or town	13 State or province	17 Reserved	
15 Name of person to contact			

**For Official Use Only**



18 Total number of Forms 1095-C submitted with this transmittal . . . . .

19 Is this the authoritative transmittal for this ALE Member? If "Yes," check the box and continue. If "No," see instructions . . . . .

**Part II ALE Member Information**

20 Total number of Forms 1095-C filed by and/or on behalf of ALE Member . . . . .

21 Is ALE Member a member of an Aggregated ALE Group? . . . . .  Yes  No

If "No," do not complete Part IV.

**22 Certifications of Eligibility (select all that apply):**

- A.** Qualifying Offer Method
- B.** Qualifying Offer Method Transition Relief
- C.** Section 4980H Transition Relief
- D.** 98% Offer Method

Under penalties of perjury, I declare that I have examined this return and accompanying documents, and to the best of my knowledge and belief, they are true, correct, and complete.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

DRAFT AS OF  
June 16, 2015  
DO NOT FILE

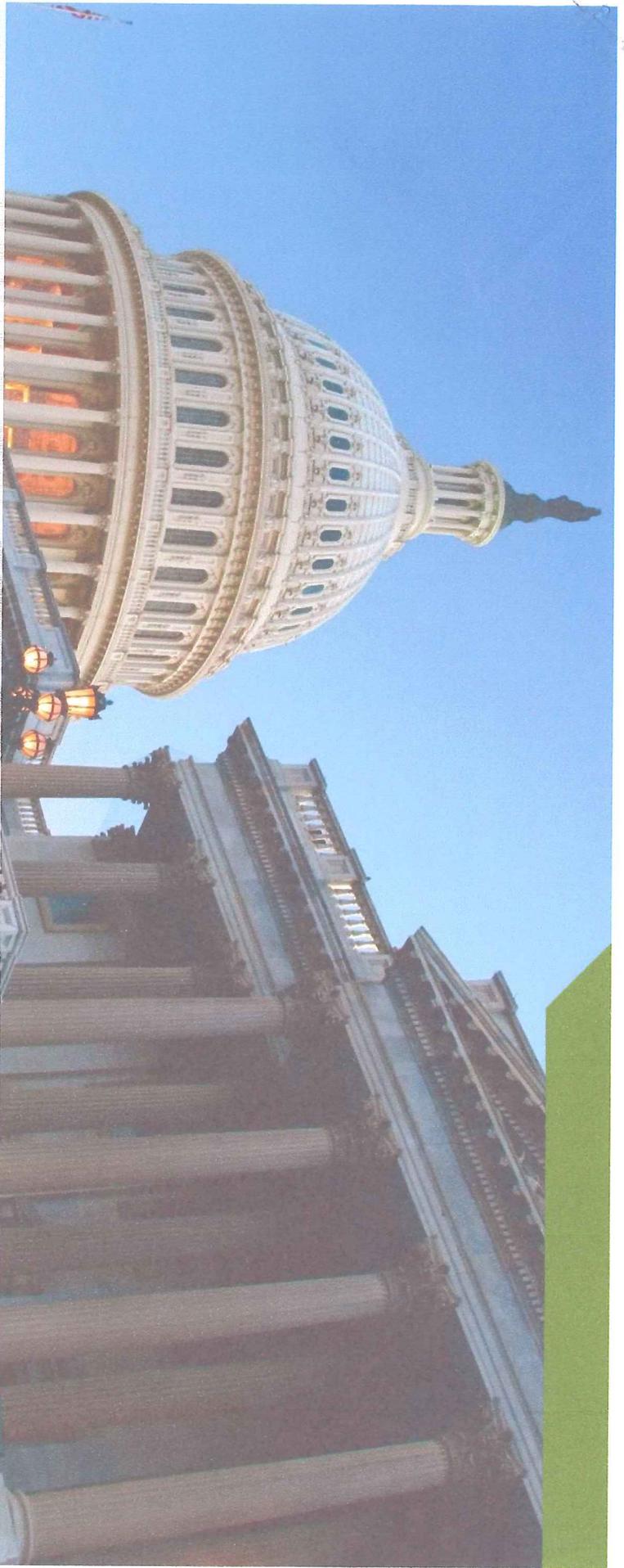
**Part III ALE Member Information – Monthly**

	(a) Minimum Essential Coverage Offer Indicator		(b) Full-Time Employee Count for ALE Member	(c) Total Employee Count for ALE Member	(d) Aggregated Group Indicator	(e) Section 4980H Transition Relief Indicator
	Yes	No				
23 All 12 Months	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
24 Jan	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
25 Feb	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
26 Mar	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
27 Apr	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
28 May	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
29 June	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
30 July	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
31 Aug	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
32 Sept	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
33 Oct	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
34 Nov	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
35 Dec	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	

**Part IV Other ALE Members of Aggregated ALE Group**

Enter the names and EINs of Other ALE Members of the Aggregated ALE Group (who were members at any time during the calendar year).

	Name	EIN	Name	EIN
36			51	
37			52	
38			53	
39			54	
40			55	
41			56	
42			57	
43			58	
44			59	
45			60	
46			61	
47			62	
48			63	
49			64	
50			65	



# ACA: Section 6055 and 6056 Health Coverage Reporting



# Introduction





# Today's Agenda

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- Overview of the Section 6055 and 6056 reporting requirements
- Section 6055 Reporting
- Section 6056: Reporting entities
- Section 6056: Information to be reported
- Section 6056: Methods of reporting



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# **Section 6055 and 6056 Overview**

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# Reporting Overview

	Section 6055	Section 6056
Applies to:	Providers of minimum essential coverage (MEC)	Applicable large employers (ALEs)
Requires reporting entities to:	<ul style="list-style-type: none"><li>• File information with the IRS</li><li>• Provide statements to covered individuals</li></ul>	<ul style="list-style-type: none"><li>• File information with the IRS</li><li>• Provide statements to full-time employees</li></ul>
Purpose is to help:	<ul style="list-style-type: none"><li>• IRS administer the individual mandate and determine eligibility for subsidies</li><li>• Individuals show compliance with the individual mandate</li></ul>	<ul style="list-style-type: none"><li>• IRS administer the employer shared responsibility rules</li></ul>

**Self-funded plan sponsors that are ALEs must report under both sections, but will use a combined reporting method**

# Reporting Deadlines

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## Rules effective for 2015 coverage

- 2015 coverage information will be reported in 2016
- Employers must collect information during 2015

### IRS Returns

- **Annual Deadline: Feb. 28**  
(March 31, if filed electronically)
- **For 2015: Feb. 29, 2016**  
(March 31, if filed electronically)

### Individual Statements

- **Annual Deadline: Jan. 31**
- **For 2015: Feb. 1, 2016**
- May be furnished electronically if requirements are met

# Electronic Reporting

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## IRS Returns

- Electronic filing is **REQUIRED** for reporting entities that file 250 or more individual statements per calendar year
- Applies separately to each type of individual return (Forms 1095-B or 1095-C)
- Electronic filing is **OPTIONAL** for other reporting entities

## Individual Statements

- General rule: provide statements on paper by mail to last known permanent address (or temporary address)
- Statements **MAY** be furnished electronically if consent requirements are met

# Required Forms

ALEs sponsoring self-insured plans

Form 1095-C:  
Part I, Part II and Part III

Form 1094-C

ALEs sponsoring insured plans

Form 1095-C:  
Part I and Part II only

Form 1094-C

Non-ALEs sponsoring self-insured plans

Form 1094-B

Form 1095-B

Non-ALEs sponsoring insured plans are not required to report under either Section 6055 or Section 6056



# Who Reports What?

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**6055:**  
Self-insured non-ALEs  
report information about  
all  
**covered individuals**



**6056:**  
ALEs report information  
about all  
**full-time employees**



**6055 & 6056:**  
Self-insured ALEs report  
information about all  
**full-time employees**  
AND  
**covered individuals**

# Penalties

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- **Information Returns**
  - Failure to timely file or include all required information
  - Including incorrect information
- **Individual Statements**
  - Failure to timely furnish or include all required information
  - Including incorrect information on the statement
- **June 29, 2015: The Trade Preferences Extension Act**
  - Increased penalties beginning for returns filed in 2016

# Penalty Amounts

Penalty Type	Per Violation		Annual Maximum		Annual Max for Small Employers*	
	Old	New	Old	New	Old	New
General	\$100	<b>\$250</b>	\$1.5 million	<b>\$3 million</b>	\$500,000	<b>\$1 million</b>
Corrected within 30 days	\$30	<b>\$50</b>	\$250,000	<b>\$500,000</b>	\$75,000	<b>\$175,000</b>
Corrected after 30 days and before Aug. 1	\$60	<b>\$100</b>	\$500,000	<b>\$1.5 million</b>	\$200,000	<b>\$500,000</b>
Intentional Disregard	\$250+	<b>\$500+</b>	None	None	N/A	N/A

*\*For purposes of the penalty maximum, a small employer is one that has average annual gross receipts of up to \$5 million for the most recent three taxable years*

# Short-term Relief from Penalties

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Penalties will not be imposed on reporting entities that can show good faith efforts to comply

## Relief Available

- Incorrect/incomplete information reported in 2016 related to 2015 coverage
- Failure due to reasonable cause (IRS discretion)

## Relief NOT Available

- No good faith effort to comply
- Failure to timely file information return or furnish statement



# Section 6055 Reporting



# Who is Required to Report?

Any person that provides **minimum essential coverage** to an individual:

- **Insured plans:** the health insurance issuer (not the employer)
- **Self-insured group health plans:** the plan sponsor
- **Government-sponsored programs:** the executive department or agency of a governmental unit that provides coverage under the government-sponsored program

## Minimum Essential Coverage:

- **Eligible employer-sponsored coverage** (including insured and self-insured plans, COBRA coverage and retiree coverage)
- **Individual health coverage** (including Exchange/Marketplace plans)
- **Government programs** (including Medicare Part A, Medicaid, CHIP and TRICARE coverage)

MEC does NOT include:

- **“Supplemental coverage”** such as HRAs, HSAs, coverage at on-site medical clinics or Medicare Part B

# Self-Insured Plan Sponsors

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If the plan is...	The plan sponsor is...
Maintained by a single employer	The employer
Maintained by more than one employer (but not a multiemployer plan under ERISA)	Each participating employer (without application of aggregation rules)
A multiemployer plan (as defined in ERISA)	The board of trustees, or other similar group of representatives of the parties who establish or maintain the plan
Maintained solely by an employee organization	Employee organization
Sponsored by some other entity	The person designated by plan terms or, if no person is designated, each entity that maintains the plan

# Forms for 6055 Reporting

Form No.	Form Name	Used to:
1094-B	Transmittal of Health Coverage Information Returns	<ul style="list-style-type: none"><li>• Transmit Forms 1095-B to the IRS</li></ul>
1095-B	Health Coverage Statement	<ul style="list-style-type: none"><li>• Report information to the IRS and individuals</li><li>• About individuals who are covered by minimum essential coverage and are therefore not liable for the individual shared responsibility payment</li></ul>

## 2014 Reporting

- Forms and instructions available
- For voluntary filing



## 2015 Reporting

- Draft forms issued June 16, 2015
- Minor changes were made
- 2015 instructions have not been released

# Form 1094-B (Transmittal Form)

## Required Information

- Employer name, EIN, address
- Contact person's name and telephone number
- Total number of Forms 1095-B submitted with transmittal

<b>Form 1094-B</b> Department of the Treasury Internal Revenue Service		<b>Transmittal of Health Coverage Information Returns</b> ▶ Information about Form 1094-B and its separate instructions is at <a href="http://www.irs.gov/form1094b">www.irs.gov/form1094b</a> .		OMB No. 1545-2252 <b>2014</b>
1 Filer's name	2 Employer identification number (EIN)		<b>For Official Use Only</b> □ □ □ □ □ □ □ □ □ □	
3 Name of person to contact	4 Contact telephone number			
5 Street address (including room or suite no.)	6 City or town			
7 State or province	8 Country and ZIP or foreign postal code			
9 Total number of Forms 1095-B submitted with this transmittal . . . . . ▶				

# Form 1095-B (Health Coverage)

**Complete one Form 1095-B for each responsible individual**

## Required Information

**Part I: Responsible Individual**

- Name, SSN (or DOB), address
- Policy origin/SHOP identifier

**Part II: Employer Sponsored Coverage**

- Name, EIN, address

**Part III: Issuer or Other Coverage Provider**

- Name, EIN, address, phone number

Form **1095-B**

**Health Coverage**

VOID

OMB No. 1545-2252

CORRECTED

**2014**

Department of the Treasury  
Internal Revenue Service

► Information about Form 1095-B and its separate instructions is at [www.irs.gov/form1095b](http://www.irs.gov/form1095b).

**Part I Responsible Individual (Policy Holder)**

1 Name of responsible individual	2 Social security number (SSN)	3 Date of birth (if SSN is not available)
4 Street address (including apartment no.)	5 City or town	6 State or province
		7 Country and ZIP or foreign postal code

8 Enter letter identifying origin of the Policy (see instructions for codes): . . . . .  9 Small Business Health Options Program (SHOP) Marketplace Identifier, if applicable

**Part II Employer Sponsored Coverage (If Line 8 is A or B, complete this part.)**

10 Employer name	11 Employer identification number (EIN)
12 Street address (including room or suite no.)	13 City or town
	14 State or province
	15 Country and ZIP or foreign postal code

**Part III Issuer or Other Coverage Provider**

16 Name	17 Employer identification number (EIN)	18 Contact telephone number
19 Street address (including room or suite no.)	20 City or town	21 State or province
		22 Country and ZIP or foreign postal code





## Example

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- *Company A provides a self-insured major medical plan for its employees*
  - John enrolls himself and his wife in the self-insured plan for coverage for the full 2014 calendar year, beginning Jan. 1, 2014
  - John and his wife have a baby on June 15, 2014, and enroll the baby in the self-insured plan for coverage beginning on the birth date





# **Section 6056: Reporting Entities**

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# Who is Required to Report?

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Applicable large employers (ALEs) that are subject to the employer shared responsibility provisions

## Definition

- An employer that employed, on average, at least 50 full-time employees during the prior calendar year
- Includes full-time equivalent employees
- Special rules for seasonal workers

## Status

- Based on prior year data
- Locked in for each calendar year
- Can use 6+ month periods for 2015 status

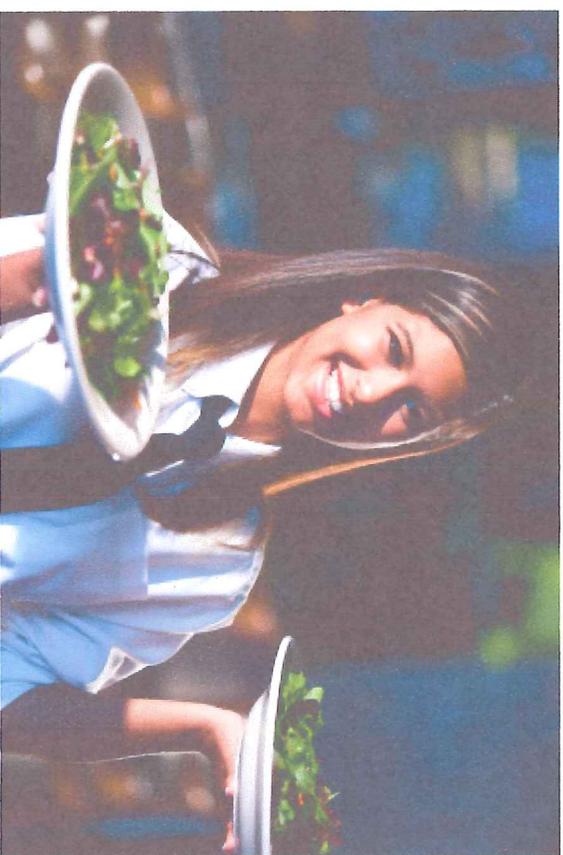
## Commonly-owned companies

- Treated as a single employer
- Determined under IRC section 414 (controlled group and affiliated service group rules)
- **Each member of the group is responsible for its own reporting**

# Full-time Employee

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- **Full-time employee**
  - Employed on average at least 30 hours of service per week (130 hours in a calendar month)
- **Full-time equivalent employee (FTE)**
  - Hours of service for PT employees (up to 120 hours/person per month)
  - Divide by 120
  - Result = number of FTE employees for the month



# Reporting for Medium-Sized ALEs

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Medium-sized ALEs eligible for the one-year delay will still report under Section 6056 for 2015



All eligible ALEs certify that they:

Employ a limited workforce

Did not reduce workforce size or overall hours of service to satisfy workforce size condition

Did not eliminate or materially reduce the health coverage (if any) offered as of Feb. 9, 2014



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# **Section 6056: Information to be Reported**

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# Forms for 6056 Reporting

Form No.	Form Name	Used to:
1094-C	Transmittal of Employer-Provided Health Insurance Offer and Coverage Information Return	<ul style="list-style-type: none"><li>• Report summary information for each employer to the IRS</li><li>• Certify eligibility for transition relief (including medium-sized employer delay)</li><li>• Transmit Forms 1095-C to the IRS</li></ul>
1095-C	Employer-Provided Health Insurance Offer and Coverage	<ul style="list-style-type: none"><li>• Report information about each employee</li><li>• Satisfy combined 6055 and 6056 reporting requirements (for ALEs with self-funded plans)</li></ul>

## 2014 Reporting

- Forms and instructions available
- For voluntary filing



## 2015 Reporting

- Draft forms issued June 16, 2015
- Minor changes were made
- 2015 instructions have not been released

# Minimum Value (MV) Coverage

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- To provide MV, the plan's share of total allowed costs of benefits provided under the plan must be at least **60 percent** of those costs





# Form 1094-C Part II

## Part II: ALE Member Information

- Indicate authoritative transmittal
- Total number of Forms 1095-C filed by/on behalf of member
- Indicate member of Aggregated ALE Group. If yes, complete Part IV (names and EINs of other ALE members)
- Certify eligibility for alternative methods of reporting/4980H transition relief

### Part II ALE Member Information

19 Is this the authoritative transmittal for this ALE Member? If "Yes," check the box and continue. If "No," see instructions . . . . .

20 Total number of Forms 1095-C filed by and/or on behalf of ALE Member . . . . .

21 Is ALE Member a member of an Aggregated ALE Group? . . . . .  Yes  No  
If "No," do not complete Part IV.

22 Certifications of Eligibility (select all that apply):

- A. Qualifying Offer Method       B. Qualifying Offer Method Transition Relief       C. Section 4980H Transition Relief       D. 98% Offer Method

# Form 1094-C Part III

## Part III: ALE Member Information - Monthly

- MEC Offer Indicator (Yes/No)
- Full-time Employee Count for ALE Member
- Total Employee Count for ALE Member
- Aggregated Group Indicator
- Section 4980H Transition Relief Indicator (50-99 Relief – Code A, 100 or More Relief – Code B)

	Part III	ALE Member Information – Monthly		(b) Full-Time Employee Count for ALE Member	(c) Total Employee Count for ALE Member	(d) Aggregated Group Indicator	(e) Section 4980H Transition Relief Indicator
		(a) Minimum Essential Coverage Offer Indicator					
		Yes	No				
23	All 12 Months	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
24	Jan	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
25	Feb	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
26	Mar	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	

# Form 1095-C: Part I

**Employer will complete one Form 1095-C for each full-time employee\***

Employee	Applicable Large Employer Member (Employer)
<ul style="list-style-type: none"><li>• Name</li><li>• SSN</li><li>• Address</li></ul>	<ul style="list-style-type: none"><li>• Name</li><li>• EIN</li><li>• Address</li><li>• Contact phone number</li></ul>

<b>Form 1095-C</b> Department of the Treasury Internal Revenue Service		<b>Employer-Provided Health Insurance Offer and Coverage</b>		<input type="checkbox"/> VOID	OMB No. 1545-2251
▶ Information about Form 1095-C and its separate instructions is at <a href="http://www.irs.gov/1095c">www.irs.gov/1095c</a> .				<input type="checkbox"/> CORRECTED	<b>2014</b>
<b>Part I Employee</b>		<b>Applicable Large Employer Member (Employer)</b>			
1 Name of employee	2 Social security number (SSN)	7 Name of employer	8 Employer identification number (EIN)		
3 Street address (including apartment no.)		9 Street address (including room or suite no.)	10 Contact telephone number		
4 City or town	5 State or province	6 Country and ZIP or foreign postal code	11 City or town	12 State or province	13 Country and ZIP or foreign postal code

# Form 1095-C: Part II

## Employee Offer and Coverage

Line 14: Offer of Coverage

- Enter a code indicating information regarding offer of coverage

Part II Employee Offer and Coverage												
14 Offer of Coverage (enter required code)	All 12 Months											
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec

CODE	EXPLANATION
1A	Qualifying Offer
1B	MEC providing MV offered to employee only
1C	MEC providing MV offered to employee and at least MEC offered to dependent(s) (not spouse)
1D	MEC providing MV offered to employee and at least MEC offered to spouse (not dependent(s))
1E	MEC providing MV offered to employee and at least MEC offered to dependent(s) and spouse
1F	MEC NOT providing MV offered

CODE	EXPLANATION
1G	Offer of coverage to employee who: • Was not a full-time employee for any month of the calendar year and • Who enrolled in self-insured coverage for one or more months of the calendar year
1H	No offer of coverage (employee not offered any health coverage or employee offered coverage that is not MEC)
1I	Qualifying Offer Transition Relief for 2015

# Form 1095-C: Part II

**Line 15**—Affordability of coverage: enter cost of employee share of lowest-cost monthly premium for self-only minimum value coverage

**Line 16**—Section 4980H safe harbors: enter code indicating why penalty won't apply

Part II Employee Offer and Coverage		All 12 Months	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
14	Offer of Coverage (enter required code)													
15	Employee Share of Lowest-Cost Monthly Premium, for Self-Only Minimum Value Coverage	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
16	Applicable Section 4980H Safe Harbor (enter code, if applicable)													

CODE	EXPLANATION
2A	Employee not employed during the month
2B	Employee not a full-time employee
2C	Employee enrolled in coverage offered
2D	Employee in a 4980H(b) Limited Non-Assessment Period
2E	Multemployer interim rule relief

CODE	EXPLANATION
2F	4980H affordability Form W-2 safe harbor
2G	4980H affordability federal poverty line safe harbor
2H	4980H affordability rate of pay safe harbor

**NOTE:** Code 2I Non-calendar year transition relief applies to any month in which the employee enrolled in the coverage, regardless of whether any other code could also apply





## Example

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- Company B is an ALE that has 89 full-time and FTE employees (40 full-time employees), and provides a fully-insured plan for its eligible employees.
  - Mary is a full-time employee of Company B, and was offered affordable MEC that provides MV for herself and her family members for the full 2014 calendar year
  - Mary enrolled herself in the coverage offered by Company B for coverage beginning Jan. 1, 2014

# Example: Form 1094-C, Parts I and II

**Form 1094-C**

Department of the Treasury  
Internal Revenue Service

**Transmittal of Employer-Provided Health Insurance Offer and Coverage Information Returns**

Information about Form 1094-C and its separate instructions is at [www.irs.gov/1094c](http://www.irs.gov/1094c).

CORRECTED

OMB No. 1545-2251

**2014**

**Part I Applicable Large Employer Member (ALE Member)**

1 Name of ALE Member (Employer) Company B		2 Employer identification number (EIN) 00-0000000	
3 Street address (including room or suite no.) 456 Main St.			
4 City or town New York	5 State or province New York	6 Country and ZIP or foreign postal code 99999-9999	
7 Name of person to contact John Smith		8 Contact telephone number 555-555-5555	
9 Name of Designated Government Entity (only if applicable)		10 Employer identification number (EIN)	
11 Street address (including room or suite no.)			
12 City or town	13 State or province	14 Country and ZIP or foreign postal code	
15 Name of person to contact		16 Contact telephone number	

**For Official Use Only**

□ □ □ □ □ □ □ □ □ □

17 Reserved . . . . .

18 Total number of Forms 1095-C submitted with this transmittal . . . . . 40

**Part II ALE Member Information**

19 Is this the authoritative transmittal for this ALE Member? If "Yes," check the box and continue. If "No," see instructions . . . . .

20 Total number of Forms 1095-C filed by and/or on behalf of ALE Member . . . . . 40

21 Is ALE Member a member of an Aggregated ALE Group? . . . . .  Yes  No

If "No," do not complete Part IV.

22 Certifications of Eligibility (select all that apply):

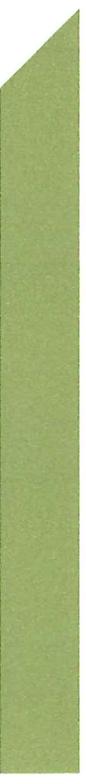
A. Qualifying Offer Method     B. Qualifying Offer Method Transition Relief     C. Section 4980H Transition Relief     D. 98% Offer Method

# Example: Form 1094-C, Part III

- Assume Company B:
  - Maintained a consistent workforce for the full 2014 calendar year
  - Offered coverage to substantially all full-time employees (and dependents) for all of 2014

Part III ALE Member Information – Monthly						
	(a) Minimum Essential Coverage Offer Indicator		(b) Full-Time Employee Count for ALE Member	(c) Total Employee Count for ALE Member	(d) Aggregated Group Indicator	(e) Section 4980H Transition Relief Indicator
	Yes	No				
23	All 12 Months	<input checked="" type="checkbox"/>	<input type="checkbox"/>	89	<input type="checkbox"/>	A
24	Jan	<input type="checkbox"/>	<input type="checkbox"/>	40	<input type="checkbox"/>	
25	Feb	<input type="checkbox"/>	<input type="checkbox"/>	40	<input type="checkbox"/>	

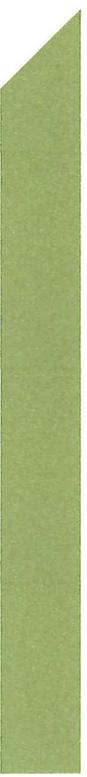




# Section 6056: Methods of Reporting

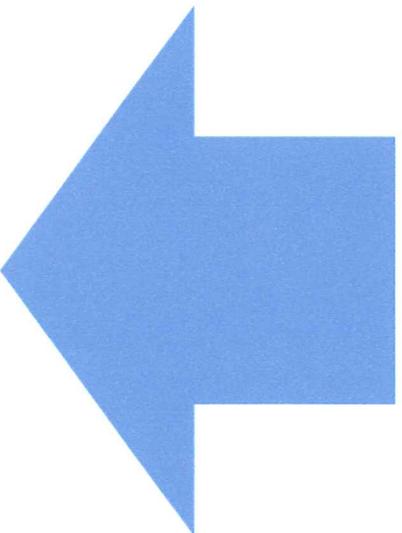
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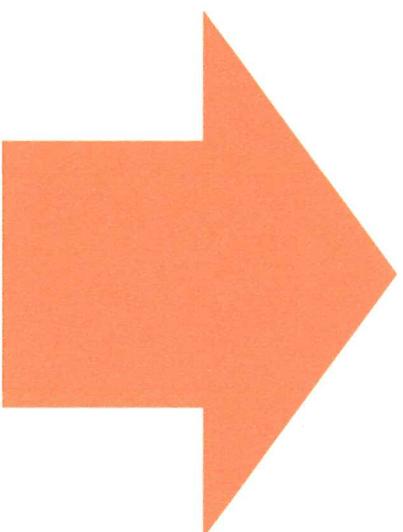


# Methods of Reporting

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**General method:** may be used by all ALEs for reporting to the IRS and furnishing statements to full-time employees



**Alternative methods:** may be used by eligible ALEs for certain employees

- ALEs that are not eligible to use an alternative reporting method for certain employees must use the general method for those employees

# General Method of Reporting

---

All ALEs must report information about health coverage offered to full-time employees

- Including **whether an offer of health coverage was made**
- Applies to all ALEs whether or not they offered health coverage to full-time employees
- ALEs that do not offer any coverage must report that coverage was not offered

For each full-time employee, the ALE must report:

- Whether an offer of health coverage was or was not made to the employee
- If an offer was made, the required information about the offer

Provide information to full-time employees

- A copy of Form 1095-C (or a substitute form with the same information)
- Do not have to provide Form 1094-C

# The Qualifying Offer Method

---

ALE must make a **Qualifying Offer** for all months of a year in which the employee was full-time under Section 4980H

**Qualifying Offer** occurs when the ALE:

- Offers MEC that is affordable (based on FPL) and provides minimum value **AND**
- Offers MEC to the employee's spouse and dependents (if any)

If made for all 12 months:

- Provide less detailed information on IRS returns
- Provide simplified employee statements (unless enrolled in self-insured coverage)

If not made for all 12 months

- Use the general reporting method
- Use an indicator code for months that a Qualifying Offer was received



# Qualifying Offer Method: 2015 Transition Relief

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## General Rule:

- Use the general method to report for all employees that didn't receive a Qualifying Offer for all 12 months

## 2015 Transition Relief:

- If a Qualifying Offer is made to at least 95% of full-time employees, the ALE can report simplified data for ALL full-time employees

## How to Report:

- Use the Qualifying Offer method, except:
- Separate indicator codes will apply for months in which a Qualifying Offer was received or Transition Relief applies
- Simplified employee statements will indicate whether the employee may be eligible for a premium tax credit and direct employees to IRS info on premium tax credits





# The 98% Offer Method

---

ALE must offer affordable, minimum value coverage to at least 98% of employees and dependents reported on its Section 6056 return

- Affordability based on any pay or play safe harbor method

## How to Report:

- Eligible ALEs do not have to specify their number of full-time employees or identify which are full-time on IRS returns
- No simplified method for employee statements



# Questions?

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ACA 6055 and 6056 Quotes for The City of Warren 2015

**ADP** \$1.50 per form \*Must be a current ADP client to enroll in ACA Lite payroll services

**BASIC** **Option 1 (Year End Filing Only)**

\$500 one-time fee + \$7.10 per FTE for Yearly Intake and Filing

plus \$7.05 combined filing and mailing fee per eligible FTE

**\$6,890 based on 900 Eligible FTE + \$6345 for filing and mailing (\$13,235 for 900 FTEs total).**

**Option 2**

\$550 one-time fee + \$3.10 PEPM retroactive to January 2015 for Monthly Eligibility Tracking and Filing

\$34,030 based on 900 Eligible FTE (This includes 12 months of Monthly Eligibility Tracking along with Filing)

**Greatland**

\$1,834 for ACA Access to Performace Software and Filing (based on 900 Eligible FTE's) \$1.95 per form

\$2,082 for Verli Desktop Access for 3 users and E-file w/ Delivery of forms (based on 900 Eligible FTE's) \$1.69 per form



**CITY CONTROLLER'S OFFICE**

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

AUGUST 18, 2015

TO: SCOTT STEVENS, SECRETARY, WARREN CITY COUNCIL

SUBJECT: AWARD OF BID ITB-W-9145 HVAC DUCT CLEANING SERVICES FOR FIRE STATIONS

The Purchasing Department, in conjunction with the Fire Department, recommends that Bid ITB-W-9145; to Furnish HVAC Duct Cleaning Services for the City's Fire Stations, be awarded to the low responsible and cost-effective bidder, Danboise Mechanical, Inc., 31625 Grand River Avenue, Farmington, Michigan 48336 in an amount of \$13,312.00.

On Wednesday, May 27, 2015 sealed bid ITB-W-9145 for furnishing HVAC Duct Cleaning Services for the City's Fire Stations was publicly opened. Bids were solicited through BidNet@ (MITN) with four (4) vendors responding to the solicitation. Their bids are summarized on the attached bid tabulation form submitted for your review.

If approved by your honorable body, Danboise Mechanical, Inc. will be responsible for cleaning and sanitizing all six (6) Fire Stations and the Fire Administration Building.

The Building Maintenance Superintendent assisted the Fire Department in the review of the bid packages received and they have mutually agreed that they are confident that Danboise Mechanical will perform the work as specified in the bid document.

Funds for this purchase are available in the following Account: 1336-93000.

Respectfully Submitted,

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		8/31/15
Controller:		8/31/15
<b>MAYOR:</b>		8/31/15

## BID SUMMARY

City of Warren  
1 City Square  
Warren MI 48093

Bid: ITB-W-9145  
Bid Opening Date: 5/27/2015  
Department: VARIOUS

Product or Service: DUCT CLEANING OF FIRE STATIONS

BIDDER	TERMS	GRAND TOTAL
DANBOISE MECHANICAL, INC.	NET 45	\$13,312.00
SAFETY KING	NET 45	\$14,953.00
SANI-VAC SERVICE, INC.	NET 30	\$21,100.00
WALKERS HEATING & COOLING	NET 45	\$15,984.00

August 8, 2015

**WARREN FIRE DEPARTMENT**

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

Mr. Craig Treppa  
Purchasing Agent

RE: *ITB-W-9145 HVAC Cleaning and Sanitizing*

Craig,

The Fire Department, with the support of Dave Anderer, are recommending the award of the duct cleaning contract to the lowest responsive bidder Danboise Mechanical in the amount of \$13,312.00 for the cleaning and sanitizing of the ductwork at all six (6) Fire Stations and the Fire Administration building. The purchasing department requested sealed bids (ITB-W-9145) from interested bidders and received four (4) proposals. All of the proposals were reviewed and deemed to meet the bid specifications with the only differentiating factor being the cost of providing the services.

Therefore, it is the recommendation of the Fire Department that the City award a contract to Danboise Mechanical, the lowest responsive bidder, in the amount not to exceed \$13,312.00 for the cleaning and sanitation of all ductwork at the six (6) Fire Stations and the Fire Administration building.

Funds are available to pay this vender in Account #1336-93000.

Please feel free to contact me with any questions you might have regarding this matter.

Professionally,



Wilburt McAdams  
Fire Commissioner



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

- Bid document
- Contract
- Resolution

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

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

\_\_\_\_\_

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

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

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





**CITY 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)

August 17, 2015

Mr. Scott C. Stevens  
Council Secretary  
Mayor Pro Tem  
City of Warren

**Re: Proposed Ordinance Amending Chapter 9, Article 6 Relating to  
Condemnation and Abatement of Dangerous Buildings, Structures, or  
Premise; to Repeal the Nuisance Abatement Board of Appeals, and Restore  
Authority to City Council**

Dear Secretary Stevens:

Attached please find proposed amendments to Chapter 9, Article 6, relating to Condemnation and Abatement of Dangerous Buildings, Structures, or Premises to transfer the Nuisance Abatement Public Hearing authority from the Nuisance Abatement Board of Appeals to the City Council, and to eliminate the Nuisance Abatement Board of Appeals.

Please place the proposed amendments to Chapter 9, Article 6, Condemnation and Abatement of Dangerous Buildings, Structures, or Premises on the Council agenda for consideration and adoption of a first reading.

Sincerely,

Handwritten signature of Roxanne R. Canestrelli in black ink.

Roxanne R. Canestrelli  
Assistant City Attorney

Read and Concur:

Handwritten signature of Mary Michaels in black ink.  
Mary Michaels  
Acting City Attorney

Approved:

Handwritten signature of James R. Fouts in black ink.  
James R. Fouts  
Mayor

RRC/Mt Ltr to S Stevens City Council – Amended Ordinance to Eliminate Nuisance Abatement Board of Appeals ID 56808

cc: Greg Paliczuk, Property Maintenance and Building Inspection Director  
Richard Sabaugh, Public Service Director

ORDINANCE NO. \_\_\_\_ - \_\_\_\_

AN ORDINANCE TO AMEND CHAPTER 9, BUILDINGS AND BUILDING REGULATIONS, ARTICLE VI, CONDEMNATION AND ABATEMENT OF DANGEROUS BUILDINGS STRUCTURES OR PREMISES.

THE CITY OF WARREN ORDAINS:

**SECTION 1.** That Chapter 9, Article 6, Division 2 of the City of Warren Code of Ordinances entitled Abatement of Dangerous Buildings, Structures or Premises, Sections 9-171 through 9-174,

**WHICH PRESENTLY READS:**

Sec. 9-171. - Failure to appear or to comply.

If the owner, occupant or other party in interest fails to appear or neglects or refuses to comply with the order issued by the hearing officer, the report and findings of the hearing officer together with a copy of the order shall be filed with the nuisance abatement board of appeals not more than five (5) days after noncompliance. In addition, the hearing officer shall request that necessary action be taken to enforce the order. A copy of the findings and order shall be served on the owner, occupant or other party in interest.

Sec. 9-172. - Public appeal hearing.

Upon the failure to comply with the order issued by the hearing officer, the nuisance abatement board of appeals, shall have a date for an appeal hearing on the findings and order of the hearing officer scheduled not less than thirty (30) days after the initial hearing. The notice of appeal hearing shall state the time and place for the appeal hearing and be served on the appellant in the same manner provided by section 9-168. At the hearing the owner, occupant or other party in interest shall be given the opportunity to show cause why the order should not be enforced.

Sec. 9-173. - Decision of the nuisance abatement board of appeals.

- (a) The nuisance abatement board of appeals, shall either approve, disapprove or modify the order of the hearing officer. If the order is approved or modified, the nuisance abatement board of appeals shall take all necessary action to enforce the order. If the order is approved or modified, the owner, occupant, or other party in interest shall comply with the order within sixty (60) days after the date of the appeal hearing.
- (b) In the case of an order of demolition, the owner, agent, or lessee shall comply with the order of demolition within twenty-one (21) days after the date of the hearing if the nuisance abatement board of appeals, determines both of the following:

- (1) The building or structure has been substantially destroyed by fire, wind, flood, deterioration, neglect, abandonment, vandalism, or other cause; and
- (2) The cost of repair of the building or structure will be greater than the state equalized value of the building or structure. If the estimated cost of repair exceeds the state equalized value of the building or structure to be repaired, a rebuttable presumption that the building or structure requires immediate demolition exists.

Sec. 9-174. - Appeal of decision of the nuisance abatement board of appeals.

An owner aggrieved by any final decision or order of the nuisance abatement board of appeals, may appeal the decision or order to the circuit court pursuant to MCL 125.542 of the state housing code, by filing a petition for an order of superintending control within twenty (20) days from the date of the decision.

**IS HEREBY AMENDED TO READ AS FOLLOWS:**

Sec. 9-171. - Failure to appear or to comply.

If the owner, occupant or other party in interest fails to appear or neglects or refuses to comply with the order issued by the hearing officer, the report and findings of the hearing officer together with a copy of the order shall be filed with the ~~nuisance abatement board of appeals~~ city council not more than five (5) days after noncompliance. In addition, the hearing officer shall request that necessary action be taken to enforce the order. A copy of the findings and order shall be served on the owner, occupant or other party in interest.

Sec. 9-172. - Public appeal hearing.

Upon the failure to comply with the order issued by the hearing officer, the ~~nuisance abatement board of appeals~~ city council shall have a date for an appeal hearing on the findings and order of the hearing officer scheduled not less than thirty (30) days after the initial hearing. The notice of appeal hearing shall state the time and place for the appeal hearing and be served on the appellant in the same manner provided by section 9-168. At the hearing the owner, occupant or other party in interest shall be given the opportunity to show cause why the order should not be enforced.

Sec. 9-173. - Decision of the ~~nuisance abatement board of appeals~~ city council.

- (a) The ~~nuisance abatement board of appeals~~ city council shall either approve, disapprove or modify the order of the hearing officer. If the order is approved or modified, the ~~nuisance abatement board of appeals~~ city council shall take all necessary action to enforce the order. If the order is approved or modified, the owner, occupant, or other party in interest shall comply with the order within sixty (60) days after the date of the appeal hearing.

- (b) In the case of an order of demolition, the owner, agent, or lessee shall comply with the order of demolition within twenty-one (21) days after the date of the hearing if the ~~nuisance abatement board of appeals~~ city council determines both of the following:
- (1) The building or structure has been substantially destroyed by fire, wind, flood, deterioration, neglect, abandonment, vandalism, or other cause; and
  - (2) The cost of repair of the building or structure will be greater than the state equalized value of the building or structure. If the estimated cost of repair exceeds the state equalized value of the building or structure to be repaired, a rebuttable presumption that the building or structure requires immediate demolition exists.

Sec. 9-174. - Appeal of decision of the ~~nuisance abatement board of appeals~~ city council.

An owner aggrieved by any final decision or order of the ~~nuisance abatement board of appeals~~ city council may appeal the decision or order to the circuit court pursuant to MCL 125.542 of the state housing code, by filing a petition for an order of superintending control within twenty (20) days from the date of the decision.

**State law reference—** Housing Law of Michigan Act, MCL 125.542.

**SECTION 2.** That Chapter 9, Article 6, Division 3 of the City of Warren Code of Ordinances, entitled Vacancy Permits for Dwelling Units, Section 9-182 of the City of Warren Code of Ordinances,

**WHICH PRESENTLY READS:**

Sec. 9-182. - Appeals of revocation.

Any owner aggrieved by a decision of the department of property maintenance to revoke the vacancy permit may appeal such decision to the nuisance abatement board of appeals. Such appeal shall be filed with the city clerk within thirty (30) days from the date of the revocation of such permit. The nuisance abatement board of appeals shall conduct a hearing on such appeal and may affirm, modify, or amend the action of the department of property maintenance.

**IS HEREBY AMENDED TO READ AS FOLLOWS:**

Sec. 9-182. - Appeals of revocation.

Any owner aggrieved by a decision of the department of property maintenance to revoke the vacancy permit may appeal such decision to the ~~nuisance abatement board of appeals~~ city council. Such appeal shall be filed with the city clerk within thirty (30) days from the date of the revocation of such permit. The ~~nuisance abatement board of appeals~~

city council shall conduct a hearing on such appeal and may affirm, modify, or amend the action of the department of property maintenance.

**State law reference**— Housing Law of Michigan Act, MCL 125.534(8).

**SECTION 3.** That Chapter 9, Article 6, Division 4, entitled Nuisance Abatement Board of Appeals, Sections 9-200 through 9-205 of the City of Warren Code of Ordinances, shall be repealed, and the section numbers are reserved.

**State law reference**— Housing Law of Michigan Act, MCL 125.521c.

**SECTION 4.** All other sections of Chapter 9 not repealed by this ordinance will remain unchanged and effective.

I HEREBY CERTIFY that the foregoing Ordinance No. \_\_\_\_ - \_\_\_\_ was adopted by the Council of the City of Warren at its meeting held on \_\_\_\_\_ and shall be effective \_\_\_\_\_.

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

Published: \_\_\_\_\_

ID 56805



**CITY ATTORNEY'S OFFICE**

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(586) 574-4671

FAX (586) 574-4530

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

September 1, 2015

City Council  
City of Warren

**Re: AYAD CHIRKINA v CITY OF WARREN and VAHAE ENGEIAN in his individual and official capacities**

USDC Eastern District of Michigan Case 2:15-cv-12834-SFC-RSW

Hon. Sean F. Cox

Dear Honorable Council:

Please be advised that the above lawsuit was served on the City of Warren on or about August 21, 2015 and a copy of the same was forwarded to you by the City Clerk on that date.

Plaintiff is alleging he sustained injuries resulting from an incident with the Warren police on or about August 24, 2013. The Plaintiff claims that occupants of a vehicle who were harassing him summoned the police and falsely stated that the Plaintiff had pulled a gun on the occupants of the truck. Plaintiff alleges that Warren Police Officer Engeian arrived on the scene and used excessive force against the Plaintiff, resulting in injury. Plaintiff alleges violations of the Fourth Amendment and Fourteenth Amendment of the U.S. Constitution, and is seeking exemplary, compensatory and punitive damages, attorney fees, and costs.

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/ms/sd/Chirkina\_Mayor and Council letters ID56968

cc: James R. Fouts, Mayor



**CITY ATTORNEY'S OFFICE**

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WARREN, MI 48093-5285

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

September 1, 2015

City Council  
City of Warren

**Re: NEW PAR d/b/a VERIZON WIRELESS v CITY OF WARREN**  
USDC Eastern District of Michigan Case 2:15-cv-12934-MAG-MKM  
Hon. Mark A. Goldsmith

Dear Honorable Council:

Please be advised that the above lawsuit was served on the City of Warren on or about August 21, 2015 and a copy of the same was forwarded to you by the City Clerk on that date.

Plaintiff/Appellant, New Par (d/b/a Verizon Wireless), is appealing the Warren Planning Commission's denial of its Site Plan Application. The Site Plan Application proposed to build a monopole cellphone tower on the rear portion of the Ukrainian Cultural Center Property (zoned R-1-C). The Zoning Board of Appeals granted Plaintiff's Use Variance Application to use the cellphone tower 110 feet from a residential neighborhood. According to the complaint, Plaintiff's engineers have determined that there is a gap in cellphone coverage and the proposed location for the tower is ideal.

The complaint alleges that the City violated 47 U.S.C. § 332(c)(7)(B)(iii) by not providing substantial evidence supporting its denial of the site plan. The complaint also alleges the City violated 47 U.S.C. § 332(c)(7)(B)(i)(II) by "prohibiting the provision of personal wireless service." The complaint alleges that the Planning Commission violated both the Michigan Zoning Enabling Act, MCL 125.3501 and the Code of Ordinances by failing to use the proper standards in rejecting the site plan. Finally, Plaintiff alleges that Planning Commission's denial violated its substantive due process rights and violated its constitutional rights under 42 U.S.C. § 1983. Plaintiff is requesting an expedited appeal process.

Letter to City Council  
September 1, 2015  
Page 2 of 2

Please place this matter on the next regular agenda to schedule a closed session regarding this litigation pursuant to Section 8(e) of Public Act 267 of 1976. At the time Council convenes the closed session, a two-thirds roll call vote is required.

Respectfully,



Mary Michaels  
Acting City Attorney

MM:CM/vit New Par dba Verizon Wireless-Mayor and Council letters ID 56980

cc: James R. Fouts, Mayor



DEPARTMENT OF PUBLIC SERVICE

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

August 20, 2015

Scott C. Stevens, Council Secretary  
Mayor Pro Tem

**RE: Resolution for 8303 Rivard Nuisance Abatement**

Honorable Council Secretary:

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

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

Thank you for your cooperation in this matter.

Sincerely,

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

Richard D. Sabaugh, Director  
Department of Public Service

Read and Concur,

Approved:

A handwritten signature in blue ink, appearing to read "Roxanne R. Canestelli".  
City Attorneys Office

Read and Concur,

Approved:

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

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



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

RESOLUTION

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

PRESENT: Councilmember: \_\_\_\_\_

\_\_\_\_\_

ABSENT: Councilmember: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AYES: Councilmember: \_\_\_\_\_  
\_\_\_\_\_

NAYS: Councilmember: \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Scott C. Stevens  
Council Secretary  
Mayor Pro Tem

CERTIFICATION

STATE OF MICHIGAN )  
  )SS.  
COUNTY OF MACOMB )

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

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

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

RESOLUTION

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

PRESENT: Councilmember: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Councilmember: \_\_\_\_\_

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

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

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

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

**PROPERTY**

**CHARGES**

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

**\$9,814.50**

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

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

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

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

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

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

SPECIAL ASSESSMENT NO. 469 - \$9,814.50

IT IS FURTHER RESOLVED, that the special assessment roll shall be divided into ten (10) annual installments, the first installment(s) shall be due on July 1, 2016, and the subsequent installment(s) shall be due on July 1 of each and every year thereafter, bearing interest at the rate of eight (8%) per cent per annum, commencing on August 1, 2016.

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

AYES: Councilmember: \_\_\_\_\_

\_\_\_\_\_

NAYS: Councilmember: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Scott C. Stevens  
Council Secretary  
Mayor Pro Tem

CERTIFICATION

STATE OF MICHIGAN    )  
                                  )SS.  
COUNTY OF MACOMB    )

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

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



August 31, 2015

CITY ATTORNEY'S OFFICE

ONE CITY SQUARE, SUITE 400

WARREN, MI 48093-5285

(586) 574-4671

FAX (586) 574-4530

www.cityofwarren.org

Mr. Scott C. Stevens  
Council Secretary  
Mayor Pro Tem  
City of Warren

**Re: Proposed Ordinance to Amend Chapter 13, Article II, Division 8 of the Code of Ordinances to Prohibit Flamethrowers**

Dear Council Secretary Stevens:

Attached is a revised proposed amendment to Chapter 13, adding Division 8, prohibiting assembly, storage, use, and possession of flamethrowers in the City of Warren. Flamethrowers are defined as "handheld devices capable of emitting a burning stream of combustible or flammable liquid or gas a distance of more than three feet." The three feet and handheld requirements exclude any torches or similar devices used for legitimate commercial, construction, or home improvement purpose, including roofing and welding torches.

I have spoken to people in our Building Department and others who work in commercial fields that would potentially require using flame producing devices (including a former owner of a roofing company, a certified welder, a landscaper and handyman, an engineer that has expertise in the car and oil industry, and an owner of a bridge building company). All responded that there is no legitimate commercial, construction, or home improvement reason to have a handheld device that is capable of producing a flame over three feet.

Please see the attached articles and research regarding flamethrowers. If you need any further information, please feel free to call me at extension 4527.

Respectfully,

Caitlin Murphy  
Assistant City Attorney

CM/j 56760  
Attachments

Read and Concur:

Approved:

Mary Michaels  
Acting City Attorney

Wilburt McAdams  
Fire Commissioner

Approved:

Approved:

Jere Green  
Police Commissioner

James R. Fouts  
Mayor



**WARREN POLICE DEPARTMENT**

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

August 24, 2015

Honorable James R. Fouts  
Mayor, City of Warren

**RE: FLAMETHROWERS**

Dear Mayor Fouts:

Over the last few weeks, the Police and Fire Departments began receiving inquiries from concerned citizens regarding a flamethrower device that is supposedly being manufactured in a machine shop in the City of Warren. Subsequently we were able to view news reports describing in great detail the flamethrower, its purported uses, and the fact that there are no federal, state, or local laws governing the manufacture, sale, and use of the devices across most of the United States and specifically in the City of Warren. Independently we both conducted research and discovered that there are multiple manufacturers of flamethrower devices and they are available for purchase both locally and across the country.

Although we have not been able to physically examine any of these devices, our concerns are broad and include objections to their manufacture, given the lack of any inspection and licensing of the facility. We also object to the sale of these devices with no questions asked to the public and the use of these devices within the City of Warren. When viewed from a public safety perspective derived from our years of experience as a police officer and firefighter as well as our leadership positions in both departments, we don't believe the manufacture of these devices could be totally prohibited. However, we believe the manufacturing facility should at minimum be inspected and licensed for this purpose and meet all applicable building and fire codes as adopted by City of Warren ordinance. Additionally, we believe that the product being manufactured should also be tested by an independent agency to ensure it is safe for use, free of defects, and that it meets whatever product safety standards are appropriate for a device emitting an open flame with a range greater than two feet.

We also believe that the sale and use of these devices in our city should be prohibited, based on our position that they create an unnecessary risk to the public and to private and public real property. Our concerns are derived from the fact that these devices are designed to emit a directed, uncontrolled open flame up to 25 feet from the device and can be operated by anyone who can simultaneously push and hold two buttons. It

should also be noted that the City of Warren currently prohibits open burning everywhere in the city with the only exceptions being the cooking of food using a grill of some type and approved ceremonial bonfires.

Other areas of concern include but are not limited to the following:

1. Will the devices be tested after assembly and prior to sale? If so, will the testing be conducted in our city? How much fuel (gasoline and butane) will be stored at the manufacturing site in our city and in what type of storage containers?
2. Is the product independently tested to ensure that it meets minimum safety standards, including but not limited to a drop test?
3. Does the device include safety mechanisms to ensure children and/or unintended operators do not use the device?
4. Is the fuel delivery system tested and/or x-rayed to ensure that there are no leaks in the systems?
5. Is the storage chamber for the gasoline double-lined to ensure that puncturing of the tank will not cause a release of the fuel?
6. Can an end-user easily modify the device to increase the fuel storage capacity, which would allow the user to extend how long the device will operate without refilling?
7. Can the device be modified to increase the pressurization of fuel to support increased distance of the emitted flame?
8. SARA Title III concerns related to the quantity of combustible materials at the manufacturing facility.

Sincerely,



Jere Green  
POLICE COMMISSIONER



Wilburt McAdams  
FIRE COMMISSIONER

JG/WA/jtf

ORDINANCE NO.80-\_\_\_

AN ORDINANCE AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES TO ADD A DIVISION PROHIBITING FLAMETHROWERS.

THE CITY OF WARREN ORDAINS:

**SECTION 1.** That the Code of Ordinances of the City of Warren, Michigan, is hereby amended by adding Division 8 to Chapter 13, Article II

**WHICH SHALL READ AS FOLLOWS:**

**DIVISION 8. – FLAMETHROWERS**

**Sec. 13-90. – Purpose.**

It is the purpose of this Division to promote the health, safety, and general welfare of the citizens of the City by prohibiting assembly, storage, possession, and use of flamethrowers. Flamethrowers pose a significant risk of starting fires, damaging property, and/or causing physical injury. Flamethrowers also may disrupt the peace and quiet of residential neighborhoods. Flamethrowers are especially dangerous given the City's high population density in residential neighborhoods.

**Sec. 13-91. – Definition.**

As used in this Section:

*Flamethrower.* Any handheld device capable of emitting a burning stream of combustible or flammable liquid or gas a distance of more than three feet. Blow torches or other devices that are only capable of emitting a flame three feet or less are not flamethrowers.

**Sec. 13-92. – General Prohibition.**

Except as listed in Section 13-93, a person is prohibited from assembling, storing, possessing, or using a flamethrower in the City of Warren.

**Sec. 13-93. – Exception.**

The general prohibition on assembling, storing, possessing, or using a flamethrower in the City of Warren does not apply to:

- (a) An officer, employee, or member of the armed forces, law enforcement, fire department, federal, state, or local government who is both:
- (1) on duty; and
  - (2) acting within the scope of his or her employment.

**Sec. 13-94. Enforcement and Penalty.**

- (a) A person who violates this Division is guilty of a misdemeanor punishable by incarceration for not more than ninety (90) days, a fine of not more than five hundred dollars (\$500.00), or both.
- (b) The Police or Fire Departments may seize any flamethrower that is stored, possessed, or used in violation of this Division.

**Sec. 13-95 – 13-100. Reserved.**

**Cross-references – International Fire Code, Chapter 3, Section 308, Open Flames; MCL 600.4702.**

## **Devices can shoot a stream of flame 25-50 feet with proposed uses of controlling weeds and insect hives, clearing snow and ice, facilitating a controlled burn to clear brush, their manufacturers say.**

They can shoot a stream of flame 25 to 50 feet. Their proposed uses include controlling weeds and insect hives, clearing snow and ice, facilitating a controlled burn to clear brush, starting a bonfire — or just for having fun.

Two Midwest companies — one in metro Detroit, the other in Cleveland — are selling personal flamethrowers on the Internet, with prices ranging from \$900 to \$1,600.

But at least one Michigan official — Warren Mayor Jim Fouts — is trying to extinguish the use of the devices in his city, the state's third largest.

“I'm very concerned about it. It's very dangerous in a lot of situations,” Fouts said, adding that the devices could cause house fires, damage property and cause injury or death. “The pain and death it could impose is overwhelming.”

The mayor called the proposed uses “pretty specious” and “silly” and said the devices should be illegal in Michigan.

“You know something like this will be used by bad people for bad things,” Fouts said, adding that he thought it was “unthinkable” something like this would be sold to the general public.

The companies making the devices say that flamethrowers have been used for decades, that people should be able to own what they want, and that misuse can happen with any product.

“Vehicles have been used to run people over, hammers and tools have been used as weapons, knives have been employed to cause harm instead of utility, but all of these products have practical uses. Even if a product doesn't have any measurable utilitarian purpose aside from entertainment, that's no reason that an individual should be banned from ownership,” said Chris Byars, CEO and project lead at the Ion Productions Team, the metro Detroit company that makes the XM42 flamethrower.

“It's how a product is used that determines punishment for the operator,” Byars added. “Simply owning a particular product should not be a punishable offense. It's a matter of education and respect for safety.”

According to the two companies, flamethrowers are legal in Michigan and most other states — except Maryland and California, where they are either banned or have restrictions.

On the website for the Cleveland company, Xmatter, which makes the X15 flamethrower, it states that it is up to the buyer to ascertain that ownership does not violate state or local law.

Flamethrowers do not qualify as firearms under the National Firearms Act and are not currently regulated, said Corey Ray, spokesman for the Bureau of Alcohol, Tobacco, Firearms and Explosives. He said the bureau works with local law enforcement to monitor issues such as incidents involving flamethrowers.

Flamethrowers have been used as a weapon in warfare.

The Warren City Council first read its proposed ordinance to prohibit flamethrowers Aug. 11 and discussed it briefly Monday during a committee of the whole meeting.

According to the Aug. 11 council packet, the proposal would ban the storage, use and possession of flamethrowers in the city.

It describes a flamethrower as “any transportable device that can emit a burning stream of combustible or flammable liquid a distance of more than two feet.” It does not include open-flame cooking devices as defined by the International Fire Code; torches used for removing paint, roofing, welding or other construction project purposes or outdoor patio heaters.

The exception in the proposal is for any officer, employee or member of the Armed Forces, law enforcement, fire department or local, state or federal government who is on duty and acting within the scope of his or her employment.

Violations would be a misdemeanor punishable by up to 90 days in jail, a \$500 fine or both, and police or fire may seize the flamethrower.

At the Aug. 11 meeting, Councilman Keith Sadowski said the proposal should clarify a few things, such as lighters for cigars could be considered a portable flamethrower as could a hand torch to sweat pipes at home or torches to tar roofs and streets. He said he wants to make sure that there is some separation of those types of items with what is proposed to be prohibited in the ordinance.

During the committee meeting, it was mentioned that the language shouldn't be overbroad and that legal devices be protected. It also was mentioned that the council has not received any questions or complaints about flamethrowers, though there were comments at the meeting that the city's police and fire commissioners are concerned about the products.

The council indicated the matter was not “an immediate concern” and put it on the back burner. It did not set another date to discuss the matter.

Chris Byars, CEO and project leader at the Ion Productions Team, demonstrates a flamethrower available to the public. He says, “Simply owning a particular product should not be a punishable offense. It's a matter of education and respect for safety.” (Photo: Ryan Garza/Detroit Free Press)

Fouts said he received calls from a couple of residents who saw a report about a private business making the devices and talked with the city attorney about a ban. He said he is concerned about how people will use the devices, such as in a domestic dispute, holdups and other criminal acts.

The XM42, touted as the world's first commercially available handheld flamethrower, costs about \$900 and will be available in a variety of colors starting in September. It can blast fire more than 25 feet and has more than 35 seconds of burn time per tank of fuel, according to the company's website. It weighs about 10 pounds with fuel, Byars said.

It is filled up like a lawnmower with components such as a battery and standard food service butane canister. It is machined and assembled in Warren with customized parts made from scratch, Byars said.

The company is currently filling orders made through the crowdfunding and fund-raising website [www.indiegogo.com](http://www.indiegogo.com). Byars said there are more than 210 preorders, with 98% of them being shipped across the U.S. The remaining 2% are going out in Michigan, many outstate, he said.

The Ion Productions Team started with two students making PC games and expanded to a team of six friends making unique products, said Byars, an automotive engineer in Lake Orion.

"It's just something we wanted to make a long time ago," he said of the XM42. "I like the visual it makes. It's just neat."

In Cleveland, the X15 Flamethrower, which can throw flame up to 50 feet, sells for about \$1,600 online, according to its company's website. It has the appearance of a fire extinguisher and appears to attach to the user's back. Like the XM42, it uses basic fuel and other components, such as CO2 tank.

Quinn Whitehead, cofounder of Xmatter and [www.Throwflame.com](http://www.Throwflame.com), said his company's device "is a tool just like anything else."

"Flamethrowers have been used by fire departments, ranchers, farmers and pyrotechnicians for more than 100 years. If someone with malice in their heart wanted to do bad things, there are hundreds of more effective means which are much less expensive," he said.

"I believe it's a similar situation to gun control laws and gun bans in Detroit. Have these new gun regulations helped prevent crime in Detroit? Unfortunately, no. ... Criminals don't follow laws," he added.

Byars said people should be able to own whatever they like as long as they use it in a safe and proper manner. He said his company will be doing its best to educate the public on the proper use and safety precautions and it is not promoting the product for defense purposes.

Byars said the notion that everyone owning particular products, such as firearms and knives, are going to misuse them is "insulting and discriminatory."

Contact Christina Hall: [chall99@freepress.com](mailto:chall99@freepress.com). Follow her on Twitter @challreporter.

One of the most controversial military weapons ever invented is the flamethrower.

### **Dropped by the U.S. Department of Defense**

The U.S. Department of Defense decided in 1978 to stop using flamethrowers. They have been removed from the U.S. weapons arsenal and are not currently used by American soldiers. The decision by the U.S. Defense Department to ban the use of flamethrowers was voluntary. At the time, military officials stated that flamethrowers were not effective in modern combat scenarios.

Prior to dropping flamethrowers, the weapon had been widely used by U.S. soldiers in both World Wars, Korea, and the Vietnam conflict. In those combat environments, flamethrowers were used to destroy forts, bunkers and vehicles. They were also used to inflict psychological terror on enemy soldiers who were terrified of being burned alive. Modern flamethrowers can be mounted onto vehicles or a soldier's back. Some flamethrowers can project fire 100 meters and incinerate targets within seconds.

### **Development and Controversy**

Because of the particularly gruesome death that flamethrowers inflict on people, the weapon has been controversial since it was first used in the trenches of World War One. Typically, military flamethrowers project a stream of flammable liquid and allow soldiers to control a stream of fire. The weapon was widely used during the Battle of the Pacific in World War Two – mostly to destroy Japanese bunkers and camps on Pacific islands. Many militaries mounted flamethrowers onto tanks and armoured vehicles during World War Two.

Flamethrowers have also proved controversial because of the dangers they pose to soldiers who operate them. The back mounted weapon is very visible and explosive. As a result, soldiers who operate flamethrowers have often found themselves the target of snipers. Flamethrower operators are often viewed with particular scorn and were rarely taken prisoner in past wars. Typically, flamethrower operators have been executed once captured.

The controversy and dangers posed by flamethrowers have led to calls for the weapon to be banned in international treaties. However, to date, there are no treaties that explicitly ban the use of the weapon in combat. The U.S. is one of the few countries to voluntarily discontinue use of flamethrowers. The weapon has proven popular with terrorist organizations ranging from Al Qaeda to the Irish Republican Army.

### **Civilian Use of Flamethrowers**

Fire has been used as a weapon since ancient times. However, modern flamethrowers have uses beyond military applications. Flamethrowers are frequently used on farms, sugar cane plantations, and elsewhere to conduct controlled burnings of vegetation and land. In the U.S., the civilian use of flamethrowers is banned in some states such as California. There is currently no federal law banning flamethrowers in the U.S.

<http://usmilitary.about.com/od/armyweapons/a/flamethrower.htm>

# Legal Status of Incendiary Weapons

The use of flame weapons, such as Fougasse, the M202A1 Flash, white phosphorous, thermobaric, and other incendiary agents, against military targets is not a violation of current international law. They should not, however, be employed to just cause unnecessary suffering to individuals.

All US weapons, weapons systems, and munitions must be reviewed by the service Judge Advocate General for legality under the law of war. (DoD Instr. 5000.2, AR 27-53, AFI 51-402 and SECNAVINST 5711.8A.) A review occurs before the award of the engineering and manufacturing development contract and again before the award of the initial production contract. (DoD Instr. 5000.2)

The rights of belligerents to adopt means of injuring the enemy is not unlimited. The customary law of war places limits on the exercise of a belligerent's power and requires that belligerents refrain from employing any kind or degree of violence which is not actually necessary for military purposes. The Law of Armed Conflict rests on fundamental principles of military necessity, unnecessary suffering, proportionality, and distinction (discrimination) which will apply to targeting decisions.

1. The principle of military necessity justifies those measures not forbidden by international law, and which are indispensable for securing the complete submission of the enemy as soon as possible.
2. The principle of unnecessary suffering forbids the employment of arms, projectiles, or material calculated to cause unnecessary suffering. This concept also extends to unnecessary destruction of property.
3. The principle of proportionality requires that the anticipated loss of life and damage to property incidental to attacks must not be excessive in relation to the concrete and direct military advantage expected to be gained.
4. The principle of discrimination requires that combatants be distinguished from non-combatants, and that military objectives be distinguished from protected property or protected places. Parties to a conflict must direct their operations only against combatants and military objectives.

Customary international law prohibits the launching of attacks (including bombardment) against either the civilian population as such or individual civilians as such. Defended places are permissible objects of attack (including bombardment). In this context, defended places include a fortified place; a place that is occupied by a combatant military force; or a city or town surrounded by detached defense positions, if under the circumstances the city or town can be considered jointly with such defense positions as an indivisible whole. The loss of life and damage to property incidental to attacks must not be excessive in relation to the concrete and direct military advantage expected to be gained.

Reprisals are acts of retaliation in the form of conduct which would otherwise be unlawful, resorted to by one belligerent against enemy personnel or property for acts of warfare committed by the other belligerent in violation of the law of war, for the purpose of enforcing future compliance with the recognized rules of civilized warfare. For example, the employment by a belligerent of a weapon the use of which is normally

precluded by the law of war would constitute a lawful reprisal for intentional mistreatment of prisoners of war held by the enemy.

### **Incendiary Munitions and the Incendiary Weapons Protocol**

The 1980 Protocol III of the Convention on Certain Conventional Weapons deals specifically with the Use of Incendiary Weapons, and their use against civilians. The United States is not a party to this Protocol. Weapons as high-explosive munitions and blast or fragmentation weapons are not covered by this protocol, even though they may have secondary burn effects on persons exposed or cause secondary fires. Similarly, laser weapons are not covered even if their primary effect is to set fire to objects or cause burn injuries, since they do not deliver burning substances on the target.

Paragraph 1 of Article 2 states that the civilian population as such and individual civilians or civilian objects may not be made the object of attack with incendiary weapons -- a principle that applies to all weapons under customary international law. Paragraph 2 prohibits making of any military objective located within a concentration of civilians the object of attack by air-delivered incendiary weapons, such as napalm. This paragraph does not restrict the use of other types of incendiary weapons, such as White Phosphorus delivered by artillery. Paragraph 3 prohibits uses of incendiaries against military objectives located within concentrations of civilians, except when the target is clearly separated from the concentration of civilians and all feasible precautions are taken to limit the incendiary effects to the target and minimize civilian casualties.

The Protocol on Prohibitions or Restrictions on the Use of Incendiary Weapons (Protocol III or the Incendiary Weapons Protocol) is annexed to the Convention on Prohibitions or Restriction on the Use of Certain Conventional Weapons Which May be Deemed to be Excessively Injurious or to Have Indiscriminate Effects (the Convention). The Convention, including Protocol III, as well as two additional protocols, was concluded at Geneva on October 10, 1980. The United States ratified the Convention and expressed its consent to be bound by its Protocol II on Mines, Booby-traps and Other Devices, as well as its Protocol I on Non-Detectable Fragments, on March 24, 1995.

President Clinton, in submitting the Convention to the Senate for consideration in 1994, recommended that the United States exercise its right to ratify the Convention accepting only the first two Protocols and not the Incendiary Weapons Protocol. As the President's transmittal message to the Senate indicated, there were concerns about the acceptability of certain of its restrictions from a military point of view that required further examination. After very careful study, a condition was developed that made the Protocol acceptable to the US Government from a broader national security perspective. The proposed reservation of the United States would revise the legal obligations of Article 2 on the United States so that the test of whether the use of an incendiary weapon is permitted in such circumstances would depend on whether it is judged that such use would cause fewer civilian casualties and less collateral damage than alternative weapons.

According to an analysis by the US Department of Defense's office for Arms Control Implementation and Compliance, "incendiary weapons have significant potential military value, particularly with respect to certain high-priority military targets. Incendiaries are

the only weapons which can effectively destroy certain counter-proliferation targets such as biological weapons facilities which require high heat to eliminate bio-toxins. To use only high explosives would risk the widespread release of dangerous contaminants with potentially disastrous consequences for the civilian population. Certain flammable military targets are also more readily destroyed by incendiaries. For example, a fuel depot could require up to eight times the bombs and sorties to destroy using only high explosives rather than incendiaries. Such an increase means a significantly greater humanitarian risk of collateral damage. The United States must retain its ability to employ incendiaries to hold high-priority military targets such as these at risk in a manner consistent with the principle of proportionality which governs the use of all weapons under existing law."

### **Incendiary Munitions and the Chemical Weapons Convention**

The contracting parties to the 1899 Hague Conventions declared their agreement to abstain from the "use of projectiles, the sole object of which is the diffusion of asphyxiating or deleterious gases". Their intentions unfortunately proved futile. The rules of warfare agreed at the Hague Conference and its successor (the 1899 and 1907 Hague Regulations) prohibited the use of poisoned weapons. Nonetheless, chemical weapons were used on a massive scale during World War I, resulting in more than 100,000 fatalities and a million casualties. The use of chemical weapons prompted a strengthening of the earlier prohibitions in the form of the 1925 Geneva Protocol. This Geneva Protocol prohibited use in war of asphyxiating, poisonous, or other gases. The US reserved the right to respond with chemical weapons to a chemical attack by the enemy.

The Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on Their Destruction (CWC). The Convention aims to eliminate an entire category of weapons of mass destruction by prohibiting the development, production, acquisition, stockpiling, retention, transfer or use of chemical weapons by States Parties. States Parties, in turn, must take the steps necessary to enforce that prohibition in respect of persons (natural or legal) within their jurisdiction. All States Parties have agreed to chemically disarm by destroying any stockpiles of chemical weapons they may hold and any facilities which produced them.

A United Nations report from 1969 defined chemical warfare agents as " ... chemical substances, whether gaseous, liquid or solid, which might be employed because of their direct toxic effects on man, animals and plants ... ". Chemical agents mainly used against people may also be divided into lethal and incapacitating categories. A substance is classified as incapacitating if less than 1/100 of the lethal dose causes incapacitation, e.g., through nausea or visual problems. The limit between lethal and incapacitating substances is not absolute but refers to a statistical average. In comparison, it may be mentioned that the ratio for the nerve agents between the incapacitating and lethal dose is approximately 1/10.

In March 1978 the Geneva Disarmament Conference decided to establish an ad hoc working group on chemical weapons, which was required to "define, through substantive examination, issues to be dealt with in the negotiations" on the Chemical Weapons Convention. The Conference on Disarmament adopted the draft text on 3

September 1992 and transmitted it in its Report to the UN General Assembly. The Convention entered into force on 29 April 1997.

The Convention defines the term "chemical weapon" in Article II, paragraph 1, which states that the term "chemical weapons" means:

*together or separately:*

*(a) Toxic chemicals and their precursors, except where intended for purposes not prohibited under this Convention, as long as the types and quantities are consistent with such purposes;*

*(b) Munitions and devices, specifically designed to cause death or other harm through the toxic properties of those toxic chemicals specified in subparagraph (a), which would be released as a result of employment of such munitions and devices;*

*(c) Any equipment specifically designed for use directly in connection with the employment of munitions and devices specified in subparagraph (b).*

Article II, paragraph 9 attempts to add further clarity to the objective element by defining "purposes not prohibited" as including: *(c) Military purposes not connected with the use of chemical weapons and not dependent on the use of the toxic properties of chemicals as a method of warfare;*

A "toxic chemical" is also defined separately as *[a]ny chemical which through its chemical action on life processes can cause death, temporary incapacitation or permanent harm to humans or animals...* (Article II, paragraph 2).

According to the US Defense Department, a chemical agent is a chemical substance intended for use in military operations to kill, seriously injure, or incapacitate a person through its physiological effects. By definition, riot control agents, chemical herbicides, smoke, and flame munitions are excluded.

The Organisation for the Prohibition of Chemical Weapons (OPCW) is the treaty-implementing body for the Chemical Weapons Convention. The Organization's website notes:

*Incendiary agents such as napalm and phosphorus are not considered to be CW agents since they achieve their effect mainly through thermal energy. Certain types of smoke screen may be poisonous in extremely high concentrations but, nonetheless, smoke ammunition is not classed as a chemical weapon since the poisonous effect is not the reason for their use.*

### **Incendiary Munitions and the Laws and Customs of War on Land**

Incendiaries, to include napalm, flame-throwers, tracer rounds, and white phosphorous, are not illegal per se or illegal by treaty. The only US policy guidance is found in paragraph 36 of FM 27-10 which warns that they should "not be used in such a way as to cause unnecessary suffering."

The use of weapons which employ fire, such as tracer ammunition, flamethrowers, napalm and other incendiary agents, against targets requiring their use is not violative of international law. They should not, however, be employed in such a way as to cause

unnecessary suffering to individuals. What weapons cause "unnecessary injury" can only be determined in light of the practice of States in refraining from the use of a given weapon because it is believed to have that effect. The prohibition certainly does not extend to the use of explosives contained in artillery projectiles, mines, rockets, or hand grenades. Usage has, however, established the illegality of the use of lances with barbed heads, irregular-shaped bullets, and projectiles filled with glass, the use of any substance on bullets that would tend unnecessarily to inflame a wound inflicted by them, and the scoring of the surface or the filing off of the ends of the hard cases of bullets.

The principal provision relating to the legality of weapons is contained in article 23e of the Annex to Hague Convention IV Respecting the Laws and Customs of War on Land of 18 October 1907, which prohibits the employment of "arms, projectiles, or material of a nature to cause superfluous injury." In some law of war treatises, the term "unnecessary suffering" is used rather than "superfluous injury." The terms are regarded as synonymous. To emphasize this, article 35, paragraph 2 of the 1977 Protocol I Additional to the Geneva Conventions of August 12, 1949, states in part that "It is prohibited to employ weapons [and] projectiles ... of a nature to cause superfluous injury or unnecessary suffering." Although the United States has made the formal decision that it will not become a party to Protocol I, U.S. officials have stated that the language of article 35(2) of Protocol I as quoted is a codification of customary international law, and therefore binding upon all nations.

The terms "unnecessary suffering" and "superfluous injury" have not been formally defined within international law. In determining whether a weapon or projectile causes unnecessary suffering, a balancing test is applied between the force dictated by military necessity to achieve a legitimate objective, vis-a-vis suffering that may be considered superfluous to that intended objective. The test is not easily applied. For this reason, the degree of "superfluous" injury must be disproportionate to the intended objectives for development of the weapon, that is, it must outweigh substantially the military necessity for the weapon system.

The fact that a weapon causes suffering does not lead to the conclusion that the weapon causes "unnecessary suffering," or is illegal per se. Military necessity dictates that weapons of war lead to death, injury, and destruction; the act of combatants killing or wounding enemy combatants in combat is a legitimate act under the law of war. In this regard, there is an incongruity in the law of war in that while it is legally permissible to kill an enemy combatant, incapacitation must not result inevitably in unnecessary suffering. What is prohibited is the design (or modification) and employment of a weapon for the purpose of increasing or causing suffering beyond that necessity. In conducting the balancing test necessary to determine a weapon's legality, the effects of a weapon cannot be viewed in isolation. They must be examined against comparable weapons in use on the modern battlefield, and the military necessity for the weapon under consideration.